

*Dowden West Community
Development District*

Agenda

July 16, 2020

AGENDA

Dowden West

Community Development District

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

July 9, 2020

**Board of Supervisors
Dowden West Community
Development District**

Dear Board Members:

The Board of Supervisors of Dowden West Community Development District will meet **Thursday, July 16, 2020 via zoom: <https://zoom.us/j/94846397347>**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Acceptance of Resignation of Yanira Curbelo and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2021
 - B. Consideration of Resolution 2020-11 Electing Assistant Secretary
4. Approval of Minutes of May 21, 2020 Meeting
5. Review and Acceptance of Fiscal Year 2019 Audit Report
6. Financing Matters
 - A. Consideration of Supplemental Engineer's Report
 - B. Consideration of Amended & Restated Master Assessment Methodology Report
 - C. Public Comment & Testimony
 - D. Resolution 2020-08 Levying Assessments
7. Consideration of Agreement with Yellowstone Landscape to Provide Landscape Maintenance Services
8. Ratification of Modification to Lighting Contract Design with OUC
9. Ratification of Series 2018 Requisition #4
10. Consideration of Resolution 2020-09 Approving Interlocal Agreement with City of Orlando for ROW Maintenance
11. Consideration of Resolution 2020-10 Authorizing the Addition of Phase 4 Lands into the Series 2018 Assessment Area 1
12. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
13. Supervisor's Requests
14. Other Business
15. Next Meeting Date
16. 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.

The third order of business is Organizational Matters. Section A is the acceptance of the resignation of Yanira Curbelo and appointment of individual to fulfill the Board vacancy with a term ending November 2021. A copy of the resignation letter is enclosed for your review. Section B is the consideration of Resolution 2020-11 electing an assistant secretary. A copy of the Resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the May 21, 2020. The minutes are enclosed for your review.

The fifth order of business is the review and acceptance of the Fiscal Year 2019 audit report. A copy of the report is enclosed for your review.

The sixth order of business opens the public hearing to levy assessments. Section A is the consideration of the Engineer's Report and Section B is the consideration of the Master Assessment Methodology Report. Both reports are enclosed for your review. Section C is the public comment and testimony and Section D is the consideration of Resolution 2020-08 levying assessments. A copy of the Resolution is enclosed for your review.

The seventh order of business is the consideration of agreement with Yellowstone Landscape to provide landscape maintenance services. A copy of the agreement is enclosed for your review.

The eighth order of business is the ratification of the modification of the lighting contract design with OUC. A copy of the modified contract is enclosed for your review.

The ninth order of business is the ratification of the Series 2018 Requisition #4. A copy of the requisition is enclosed for your review.

The tenth order of business is the consideration of Resolution 2020-09 approving the interlocal agreement with the City of Orlando for ROW maintenance. A copy of the Resolution and interlocal agreement are enclosed for your review.

The eleventh order of business is the consideration of Resolution 2020-10 authorizing the addition of Phase 4 lands into the Series 2018 Assessment Area 1 and amending related documents. A copy of the Resolution is enclosed for your review.

Section C of the twelfth order of business is the District Manager's Report. Section 1 includes the check register for approval and Section 2 includes balance sheet and income statement for review.

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

Sincerely,



George S. Flint
District Manager

CC: Jan Carpenter, District Counsel
Bobby Johnson, District Engineer
Darrin Mossing, GMS

Enclosures

SECTION III

SECTION A

June 25, 2020

Board of Supervisors
Dowden West Community Development District
c/o Governmental Management Services – Central Florida, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801

To Whom It May Concern,

Please be advised that I am resigning my position on the Dowden West Community Development District Board of Supervisors effective June 10, 2020.

Sincerely,


Yanira Curbelo

SECTION B

RESOLUTION 2020-11

**A RESOLUTION OF THE DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT ELECTING
_____ AS ASSISTANT
SECRETARY OF THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Dowden West Community District desires to elect _____ as an Assistant Secretary.

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

1. _____ is elected Assistant Secretary of the Board of Supervisors.

Adopted this 16th day of July, 2020.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

MINUTES

MINUTES OF MEETING
DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Dowden West Community Development District was held Thursday, May 21, 2020 at 9:00 a.m. via Zoom.

Present and constituting a quorum were:

Chuck Bell	Chairman
Tom Franklin	Vice Chairman
Gregory Clark	Assistant Secretary

Also present were:

George Flint	District Manger
Kristen Trucco	District Counsel
Bob Johnson	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll.

Mr. Flint: We are operating remotely through technology according to the Governor's executive order and we are authorized to do so. We did provide in the legal notice and on the District's website information that would allow the public to participate in the event they chose to, and it appears we have no members of the public on the Zoom call.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the March 19, 2020 Meeting

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the minutes of the March 19, 2020 meeting were approved as presented.
--

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-05 Approving the Proposed Fiscal Year 2021 Budget and Setting a Public Hearing

Mr. Flint: We need to change the public hearing date to your August 20th meeting; September 18th would be too late to certify the assessment roll on the platted lots to the County. Attached to the Resolution is a proposed budget, this is not binding on the Board it is a legal requirement that you approve a proposed budget by June 15th and set the public hearing at least 60 days from the date that the proposed budget is approved. We need to work on the operations and maintenance section of the budget. I was talking to the District Engineer and we are going to try to set up a call to discuss some of those issues. We don't believe it will necessarily impact the per unit assessment amount so as you add more units the per unit assessment amount should line up with the additional expenses that will be included in that. For purposes of today I think we are okay in approving the current assessment levels in this budget, understanding that we are going to have to work on this between now and the public hearing in August.

On MOTION by Mr. Clark seconded by Mr. Franklin with all in favor Resolution 2020-05 approving the Fiscal Year 2021 budget and setting the public hearing for August 20, 2020 was approved.

FIFTH ORDER OF BUSINESS Financing Matters

A. Consideration of Engineer's Report

Mr. Flint: There is an Engineer's Report and Assessment Methodology Report in your agenda. The purpose of this is that the Board had issued bonds for what we are calling Assessment Area 1 and that Assessment Area 1 included Phases 1, 2, and 3 of the project. The development of Phase 4 or what is called the N-14 Tract is progressing more quickly than originally anticipated when we issued bonds. We were contacted by Mattamy with a request that the N-14 Tract be added to Assessment Area 1 so the debt would be assigned to those lots before they closed with any end users.

The Supplemental Engineer's Report adds the 49 lots that are in what is called Village N-14 those are a mix of townhomes, 40s, 50s and 60s and it also adds the cost of those improvements, which I believe is about \$2.4 million to the capital improvement plan for Assessment Area 1.

Mr. Johnson: You covered a lot of it, there is one minor change to Phases 2 & 3. Since the original issuance of this report some of the lot mix was updated so I put in the new mix of 40s, 50s and 60s and townhomes in this report also.

Mr. Flint: The intent of the report is to true up the development plan and to add N-14 as well as add the estimated costs associated with N-14.

B. Consideration of Master Assessment Methodology Report

Mr. Flint: You also have an amended and restated master assessment methodology for Assessment Area 1 and this now includes Phase 4 and the tables that are attached to the narrative now include those additional 49 lots with Phase 4 and the \$2.4 million in capital costs. Then we go through the process of allocating the improvements and benefit to those additional lots. We also point out the fact that the debt will be assigned as the property is platted. At the end theoretically there will be 49 units of whatever mix is left over that will not be assigned debt because all the debt will be assigned before we get to the end and those units at the end that are not assigned debt will be included in the next bond issue. This resolves the issue of the timing of the development of the project and gives us the ability on the lots that basically drop off to be absorbed by the next bond issue.

C. Resolution 2020-06 Declaring Special Assessments

Mr. Flint: You have two resolutions, Resolution 2020-06, which declares special assessments. This is similar to what we had done when we issued the bonds except now we have this area, N-14 that was not included so N-14 was not noticed as part of the original levy of the assessments so this public hearing process will now place the lien on the N-14 section. We will fill in the blanks in the resolution based on the final Engineer's Report and Assessment Methodology that you just reviewed. That is the first step in the process and the engineer's report and assessment methodology are attached. First you have to declare special assessments and the next resolution would be to set the public hearing.

On MOTION by Mr. Franklin seconded by Mr. Clark with all in favor Resolution 2020-06 was approved.
--

D. Resolution 2020-07 Setting a Public Hearing for Special Assessments

Mr. Flint: Resolution 2020-07 sets the public hearing. There is a 30-day mailed notice required as part of the noticing process. How quickly do you think you are going to need to have this? Should we set a special meeting or do we think we can do it at the July meeting?

Mr. Bell: I think you can do it at the July meeting. That would be in concert with recordation of the plat for that area.

Mr. Flint: The July meeting is July 16, 2020 at 9:00 a.m. and we will fill in the blanks in the resolution.

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor Resolution 2020-07 setting the public hearing for July 16, 2020 at 9:00 a.m. was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Mr. Johnson: N-14 construction has commenced and the same with Phase 2 mass grading of N-1B has commenced at this time.

C. Manager

i. Approval of Check Register

Mr. Flint presented the check register from March 13, 2020 through May 12, 2020 in the amount of \$14,022.70.

On MOTION by Mr. Franklin seconded by Mr. Clark with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Presentation of Number of Registered Voters – 8

Mr. Flint: We are required to announce the number of registered voters within the District as of April 15th each year. The records from the Orange County Supervisor of Elections indicate there are currently 8 registered voters within the District. Once the District has been in existence for 6 years and has 250 registered voters, that triggers a transition of the Board of Supervisors.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Next Meeting Date

Mr. Flint: The next meeting date is June 18th and I will get with the Chair if we have any business and if not we know we can cancel that as we have done in the past. We know that in July we will have the assessment hearing and in August you will have your budget hearing.

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor the meeting adjourned at 9:14 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

**Dowden West
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2019

Dowden West Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2019

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Certified Public Accountants PL

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Dowden West Community Development District
City of Orlando, FL

Report on the Financial Statements

We have audited the accompanying financial statements of Dowden West Community Development District as of and for the year ended September 30, 2019, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

To the Board of Supervisors
Dowden West Community Development District

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Dowden West Community Development District, as of September 30, 2019, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated May 9, 2020 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Dowden West Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 9, 2020

**Dowden West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

Management's discussion and analysis of Dowden West Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net Position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Dowden West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, such as construction in progress, are reported in the **statement of net position**. All liabilities, such as principal outstanding on bonds are included. In the **statement of activities**, transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District and investments of the District are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2019.

- ◆ The District's total liabilities exceeded total assets by \$(603,567) (net position).
- ◆ Governmental activities revenues totaled \$66,851 while governmental activities expenses totaled \$652,736.

**Dowden West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2019	2018
Current assets	\$ 14,313	\$ 14,409
Restricted assets	5,704,342	-
Capital assets	1,005	-
Total Assets	5,719,660	14,409
Current liabilities	243,227	32,091
Non-current liabilities	6,080,000	-
Total Liabilities	6,323,227	32,091
Net Position		
Unrestricted	(603,567)	(17,682)
Total Net Position	\$ (603,567)	\$ (17,682)

The increase in restricted assets is related to the unspent proceeds from the issuance of new long-term debt in the current year.

The increase in current liabilities is primarily related to an increase in bonds payable and accrued interest as the result of the issuance of long-term debt in the current year.

The increase in non-current liabilities is related to the issuance of new long-term debt in the current year.

The decrease in unrestricted net position is primarily related to the cost of issuance of the new debt and interest expense.

**Dowden West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2019	2018
Program Revenues		
Operating contributions	\$ 55,548	\$ 51,282
General revenues	11,303	-
Total Revenues	<u>66,851</u>	<u>51,282</u>
Expenses		
General government	61,251	74,743
Interest and other charges	591,485	-
Total Expenses	<u>652,736</u>	<u>74,743</u>
Change in Net Position	(585,885)	(23,461)
Net Position - Beginning of Year	<u>(17,682)</u>	<u>5,779</u>
Net Position - End of Year	<u>\$ (603,567)</u>	<u>\$ (17,682)</u>

Increase in operating contributions primarily relates to the increase in developer contributions.

The decrease in general government is primarily related to a decrease in professional fees in the in the current year.

The increase in interest and other charges is related to interest and issuance costs related to the long-term debt issued in the current year.

**Dowden West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily due to less supervisor and engineering fees than were anticipated.

There were no amendments to the September 30, 2019 budget.

Economic Factors and Next Year's Budget

The District issued Special Assessment Revenue Bonds, Series 2018 in November 2018 to finance the costs of certain improvements within the District.

Request for Information

The financial report is designed to provide a general overview of Dowden West Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Dowden West Community Development District, Governmental Management Services, 219 E Livingston St, Orlando, Florida 32801.

Dowden West Community Development District
STATEMENT OF NET POSITION
September 30, 2019

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 3,436
Due from developer	10,877
Total Current Assets	14,313
Non-current Assets	
Restricted assets	
Investments	5,704,342
Capital assets, not being depreciated	
Construction in progress	1,005
Total Non-current Assets	5,705,347
Total Assets	5,719,660
 LIABILITIES	
Current Liabilities	
Accounts payable	15,733
Bonds payable	90,000
Accrued interest	137,494
Total Current Liabilities	243,227
Non-Current Liabilities	
Bonds payable	6,080,000
Total Liabilities	6,323,227
 NET POSITION	
Unrestricted	\$ (603,567)

See accompanying notes to financial statements.

Dowden West Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2019

Functions/Programs	Expenses	Program Revenues Operating Grants and Contributions	Net (Expense) Revenues and Changes in Net Position
			Governmental Activities
Governmental Activities			
General government	\$ (61,251)	\$ 55,548	\$ (5,703)
Interest and other charges	(591,485)	-	(591,485)
Total Governmental Activities	\$ (652,736)	\$ 55,548	(597,188)
	General Revenues		
	Investment income		11,303
			(585,885)
			(17,682)
			\$ (603,567)

See accompanying notes to financial statements.

Dowden West Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2019

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 3,436	\$ -	\$ -	\$ 3,436
Due from developer	10,877	-	-	10,877
Due from other funds	1,207	-	-	1,207
Restricted Assets				
Investments	-	375,802	5,328,540	5,704,342
Total Assets	<u>\$ 15,520</u>	<u>\$ 375,802</u>	<u>\$ 5,328,540</u>	<u>\$ 5,719,862</u>
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable	\$ 14,728	\$ -	\$ 1,005	\$ 15,733
Due to other funds	-	-	1,207	1,207
Total Liabilities	<u>14,728</u>	<u>-</u>	<u>2,212</u>	<u>16,940</u>
FUND BALANCES				
Restricted:				
Debt service	-	375,802	-	375,802
Capital projects	-	-	5,326,328	5,326,328
Unassigned	792	-	-	792
Total Fund Balances	<u>792</u>	<u>375,802</u>	<u>5,326,328</u>	<u>5,702,922</u>
 Total Liabilities and Fund Balances	 <u>\$ 15,520</u>	 <u>\$ 375,802</u>	 <u>\$ 5,328,540</u>	 <u>\$ 5,719,862</u>

See accompanying notes to financial statements.

Dowden West Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2019

Total Governmental Fund Balances	\$ 5,702,922
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	1,005
Long-term liabilities, bonds payable, are not due and payable in the current period, and therefore, are not reported at the fund level.	(6,170,000)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.	<u>(137,494)</u>
Net Position of Governmental Activities	<u><u>\$ (603,567)</u></u>

See accompanying notes to financial statements.

Dowden West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2019

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Developer contributions	\$ 56,087	\$ -	\$ -	\$ 56,087
Investment income	-	864	10,439	11,303
Total Revenues	<u>56,087</u>	<u>864</u>	<u>10,439</u>	<u>67,390</u>
Expenditures				
Current				
General government	61,251	-	-	61,251
Capital outlay	-	-	1,005	1,005
Debt service				
Interest	-	119,161	-	119,161
Other debt service costs	-	-	334,830	334,830
Total Expenditures	<u>61,251</u>	<u>119,161</u>	<u>335,835</u>	<u>516,247</u>
Revenues over/(under expenditures)	<u>(5,164)</u>	<u>(118,297)</u>	<u>(325,396)</u>	<u>(448,857)</u>
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	494,099	5,675,901	6,170,000
Net Change in Fund Balances	(5,164)	375,802	5,350,505	5,721,143
Fund Balances - October 1, 2018	<u>5,956</u>	<u>-</u>	<u>(24,177)</u>	<u>(18,221)</u>
Fund Balances - September 30, 2019	<u>\$ 792</u>	<u>\$ 375,802</u>	<u>\$ 5,326,328</u>	<u>\$ 5,702,922</u>

See accompanying notes to financial statements.

Dowden West Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2019

Net Change in Fund Balances - Total Governmental Funds \$ 5,721,143

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlay as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount of capital outlay in the current period. 1,005

The issuance of long-term debt is reflected as an other financing source, however, at the government-wide level these amounts increase liabilities. (6,170,000)

In the Statement of Activities, interest is accrued on outstanding bonds; whereas in the governmental funds, interest expenditures are reported when due. This is the change in accrued interest in the current period. (137,494)

At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level. This is the amount of the change in earned revenue that was not available. (539)

Change in Net Position of Governmental Activities \$ (585,885)

See accompanying notes to financial statements.

Dowden West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2019

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Developer contributions	<u>\$ 92,017</u>	<u>\$ 92,017</u>	<u>\$ 56,087</u>	<u>\$ (35,930)</u>
Expenditures				
Current				
General government	<u>92,017</u>	<u>92,017</u>	<u>61,251</u>	<u>30,766</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>(5,164)</u>	<u>(5,164)</u>
Fund Balances - October 1, 2018	<u>-</u>	<u>-</u>	<u>5,956</u>	<u>5,956</u>
Fund Balances - September 30, 2019	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 792</u></u>	<u><u>\$ 792</u></u>

See accompanying notes to financial statements.

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on April 10, 2017, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, and City of Orlando Ordinance 2017-20, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Dowden West Community Development District. The District is governed by a Board of Supervisors who are elected to four year and two-year terms. The District operates within the criteria established by Chapter 190.

As required by GAAP, these financial statements present the Dowden West Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District reports fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the Series 2018 Special Assessment Revenue Bonds issued to finance a portion of the cost of acquisition, construction, installation, and equipping of the Series 2018 project.

Capital Projects Fund – The Capital Projects Fund accounts for acquisition and construction of infrastructure improvements located within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as general obligation bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

The District currently has no investments.

Cash and investments include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less.

b. Capital Assets

Capital assets, which includes construction in progress, is reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

c. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds (\$5,702,922) differs from “net position” of governmental activities (\$(603,567)) reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below:

Capital related items

When capital assets (infrastructure that is to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Construction in progress	\$ <u>1,005</u>
--------------------------	-----------------

Long-term debt transactions

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2019 were:

Bonds payable	\$ <u>(6,170,000)</u>
---------------	-----------------------

Accrued interest

Accrued liabilities in the statement of net position differ from the amount reported in governmental funds due to accrued interest on bonds.

Accrued interest on bonds payable	\$ <u>(137,494)</u>
-----------------------------------	---------------------

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds (\$5,721,143) differs from the “change in net position” for governmental activities (\$(585,885)) reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below:

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balances decrease by the amount of financial resources expended, whereas net position increases by the amount of capital outlay for the year.

Capital outlay	\$ <u>1,005</u>
----------------	-----------------

Long-term debt transactions

When long-term debt is issued for governmental activities, the resources obtained are recognized as an other financing source at the fund level. At the government-wide level, however, the new debt increases non-current liabilities. Also, interest is recognized when due at the fund level, but is accrued at the government-wide level.

Issuance of long-term debt	\$ <u>(6,170,000)</u>
----------------------------	-----------------------

Accrued interest	\$ <u>(137,494)</u>
------------------	---------------------

Deferred inflows of resources

Revenues that are not available at year end are recognized as deferred inflows of resources at the fund level, however, revenues are recognized as earned at the government-wide level. This is the amount deferred in the current year.

Deferred revenue	\$ <u>(539)</u>
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**Dowden West Community Development District
 NOTES TO FINANCIAL STATEMENTS
 September 30, 2019**

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2019, the District's bank balance was \$7,074 and the carrying value was \$3,436. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investment	Maturities	Fair Value
US Bank Money Market	N/A	\$ 5,704,342

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

The District does not hold any investments subject to the fair value measurements.

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. However, the District follows Florida Statutes Chapter 190 per their investments.

Credit Risk

The District's investments in treasury funds, money markets, and government loans are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. The District's investments government loans are limited by state statutory requirements and bond compliance.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in the U S Bank Money Market Fund represent 100% of the district's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2019 were typical.

NOTE D – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2019 was as follows:

	Balance October 1, 2018	Additions	Deletions	Balance September 30, 2019
<u>Governmental activities:</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Capital assets, not being depreciated:				
Construction in progress	\$ -	\$ 1,005	\$ -	\$ 1,005
	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE E – LONG-TERM DEBT

In December 2018, the District issued \$6,170,000 Series 2018 Special Assessment Revenue Bonds, due in annual principal installments beginning May 2020, maturing May 2049. Interest is due semi-annually on May 1 and November 1, beginning May 2019, at a rate of 4.35% on the \$3,855,000 bonds, with a maturity date of May 1, 2023, 4.85% on the \$720,000 bonds, with a maturity date of May 1, 2029, 5.40% on the \$1,860,000 bonds, with a maturity date of May 1, 2039, and 5.55% on the \$3,205,000 bonds, with a maturity date of May 1, 2049. Current portion is \$90,000.

\$ 6,170,000

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2019 are as follows:

Year Ending September 30,	Principal	Interest	Total
2020	\$ 90,000	\$ 329,985	\$ 419,985
2021	95,000	326,070	421,070
2022	100,000	321,938	421,938
2023	100,000	317,588	417,588
2024	105,000	313,238	418,238
2025-2029	615,000	1,484,223	2,099,223
2030-2034	805,000	1,309,507	2,114,507
2035-2039	1,055,000	1,066,237	2,121,237
2040-2044	1,380,000	745,087	2,125,087
2045-2049	1,825,000	314,962	2,139,962
Totals	<u>\$ 6,170,000</u>	<u>\$ 6,528,835</u>	<u>\$ 12,698,835</u>

Significant Bond Provisions

The Series 2018 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2029 at a redemption price equal to the principal amount of the Series 2018 Bonds to be redeemed, together with accrued interest to the date of redemption. The Series 2018 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Dowden West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE E – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Reserve Fund – The 2018 Reserve Accounts are funded from the proceeds of the Series 2018 Bonds in amounts equal to fifty percent of the maximum annual debt service requirement for all outstanding Series 2018 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

	Reserve Balance	Reserve Requirement
Series 2018 Special Assessment Revenues Bonds	\$ 209,945	\$ 209,945

NOTE F – INTERFUND ACTIVITY

	Receivables
Payables	General Fund
Capital Projects Fund	\$ 1,207

The balance relates to expenditures in the Capital Projects Fund being paid out of the General Fund operating account.

NOTE G – ECONOMIC DEPENDENCY

The Developers own a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developers, the loss of which could have a material adverse effect on the District's operations. At September 30, 2019, all board members are affiliated with the Developers.

NOTE H – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks have not exceeded commercial insurance coverage.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Dowden West Community Development District
City of Orlando, FL

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Dowden West Community Development District, as of and for the year ended September 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated May 9, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Dowden West Community Development District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Dowden West Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Dowden West Community Development District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Board of Supervisors
Dowden West Community Development District

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Dowden West Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants
Fort Pierce, Florida

May 9, 2020



Berger, Toombs, Elam, Gaines & Frank

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MANAGEMENT LETTER

To the Board of Supervisors
Dowden West Community Development District
City of Orlando, Florida

Report on the Financial Statements

We have audited the financial statements of the Dowden West Community Development District as of and for the year ended September 30, 2019, and have issued our report thereon dated May 9, 2020.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in that report, which is dated May 9, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Dowden West Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Dowden West Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

Fort Pierce / Stuart

To the Board of Supervisors
Dowden West Community Development District

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Dowden West Community Development District. It is management's responsibility to monitor the Dowden West Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2019.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 9, 2020



Berger, Toombs, Elam,
Gaines & Frank

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**INDEPENDENT ACCOUNTANT'S REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Dowden West Community Development District
City of Orlando County, FL

We have examined Dowden West Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2019. Management is responsible for Dowden West Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Dowden West Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Dowden West Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Dowden West Community Development District's compliance with the specified requirements.

In our opinion, Dowden West Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2019.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 9, 2020

SECTION VI

SECTION A



Dowden West Community Development District

Supplemental Engineer's Report 2018

Board of Supervisors

May 21, 2020

DOW-1 (50088981)

SUBMITTED BY:

Dewberry Engineers Inc.
800 North Magnolia Avenue, Suite 1000
Orlando, Florida 32803
407.843.5120

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EXHIBIT E-1.....Series 2018 Project Phase 1-3 Sketch and Legal Description

EXHIBIT E-2.....Series 2018 Phase 4 Sketch and Legal

EXHIBIT F Series 2018 Project Opinion of Probable Construction Costs



Dowden West Community Development District

2018 Supplemental Engineer’s Report Phases 1, 2, 3, and 4 and Dowden Road Segments 3-4 and 3

1. INTRODUCTION

1.1 Description of the Dowden West Community

Dowden West (also referred to as the “Development”) is a 736.28 gross acres master planned, residential community, also now known as Meridian Parks, located in the City of Orlando as shown on Exhibit A. The Master Developer (“Developer”) is Beachline South Residential, LLC, based in Orlando, Florida. The Development is approved as part of a Planned Development (PD) for up to 1,446 residential units and was divided into ten (10) villages. A land use summary is presented in Table 1.

The Dowden West Community Development District (herein called the “District” or “CDD”) encompasses the entire 736.28 gross acres. The District will construct, acquire, operate and/or maintain certain portions of the public infrastructure to support the Development. The District will acquire or construct infrastructure in phases as necessary. Currently, the development has eleven (11) villages for which all or a portion of certain infrastructure improvements identified herein are expected to be financed from the proceeds of District special assessment revenue bonds (the “Master Project”). Since the time of the Master Engineer’s Report (“Master Report”) one of the villages has been split into

two (2), thus the increase to eleven (11) phases from the former ten (10) villages.

Construction of the first phases of the development, part of the roadway infrastructure, and the overall mass grading for Phases 1, 2, 3, and 4 of the Dowden West Development have commenced. A summary for Phases 1, 2, 3, and 4, including inventory of the phasing and areas has been presented in Table 2 and Table 3, together with the proposed unit mix of the residential units for Phases 1, 2, 3, and 4 of the Development.

1.2 Purpose of Report

The District has adopted a master capital improvement plan in the amount of \$64,623,221, as described in the Master Engineer’s Report, dated June 15, 2017, (“the Master Project”). The purpose of this report is to (i) provide a description of the portions of the Master Project, that are intended to be financed through the issuance of the District’s proposed Capital Improvement Revenue Bonds Series 2018 (the “Series 2018 Project”); (ii) provide the current status of development and construction of the Series 2018 Project, as described herein, that will encompass Master Project infrastructure improvements located within Dowden West CDD Phases 1, 2, 3, and 4. Phase names have changed from the Master Report. Village N1A and the first portions of Dowden Road are Phase 1, Village N1B has been split and is now Phases 2 and 3, and Village N14 is now Phase 4 as shown on Exhibit B. The Master Project, which includes the Series 2018 Project, is to be developed and delivered as a system of improvements benefiting all lands within the District. The construction of Phase 1 has been completed except for landscaping. Construction of Phases 2, 3, and 4 have commenced and is expected to be completed for all four (4) phases by 2021.

TABLE 1 LAND USE SUMMARY MASTER PROJECT	AREA
Master Stormwater	92.04
Residential Land including minor roadways	287.05
Spine Roadways – Onsite Dowden Road	28.79
Public Services Parcel	63.98
Community Center/Amenity Center	11.83
Open Space/Conservation Areas/Parks	252.59
TOTAL (Excluding Off-site Roadways)	736.28
Spine Roadways – Off-site Dowden Road	11.27

PHASE	NO. UNITS	AREA (AC.)
Phase 1 (Village N-1A)	163	31.44
Phase 2 (portion Village N-1B)	193	30.59
Phase 3 (portion Village N1B)	218	28.22
Phase 4 (Village N-14)	49	22.43
Spine Roadways – On-site (Segment 3)		9.54
Ponds/Lakes/Stormwater Conservation/Open Space		80.06
TOTAL Series 2018 Project -Dowden West CDD (Excluding Off-Site Roadways)	623	202.28
Spine Roadways –Offsite (Dowden Road Segment3/4)		11.27

PHASE	TOWNHOMES	SINGLE FAMILY			NO. UNITS
		40'	50'	60'	
Phase 1 (Village N-1A)	52	39	39	33	163
Phase 2 (portion Village N-1B)	47	56	86	4	193
Phase 3 (portion Village N-1B)	102	41	59	16	218
Phase 4 (Village N-14)	25	9	13	2	49
TOTAL – Series 2018 Project Dowden West CDD	226	145	197	55	623

2. DISTRICT BOUNDARY AND PROPERTIES SERVED

2.1 District Boundary

The Dowden West Series 2018 Project Site Plan (Exhibit B) identifies the location and boundary of the property included within the District delineating Phases 1, 2, 3, and 4. The Series 2018 Project for the District will provide for multiple-type residential land uses and is located south of SR 528 and east of SR 417 in the City of Orlando within Orange County. Phases 1, 2, 3, and 4 are located within the eastern portion of the district.

3. PROPOSED SERIES 2018 PROJECT INFRASTRUCTURE

3.1 Summary of the Series 2018 Project Infrastructure

The Series 2018 project infrastructure will generally consist of the following systems:

- On-Site Master Public Roadway Improvements within Phases 1, 2, 3, and 4 and a portion of onsite Dowden Road (Segment 3)
- Portions of the Water Distribution and Sanitary Sewer Collection Systems and Reuse Water Distribution within Phases 1, 2, 3, and 4
- Portions of the Off-Site Master Public Roadway Improvement (Dowden Road Segment 3-4)
- Portions of the Master Stormwater Management System
- Portions of the Landscaping, in common areas
- Portions of the Irrigation, in common areas
- Portions of the Hardscape, in common areas
- Portions of the Conservation Mitigation Areas
- Portions of the Electrical Service System (Underground)

This infrastructure serves as a system of improvements benefitting all lands within the District. To the extent that the boundary of the District is amended from time to time, the District will consider amendments or supplementals to this report at such time.

Table 4 shows the Series 2018 Project facilities, proposed ownership, and maintenance entities for each.

TABLE 4 PROPOSED FACILITIES

Series 2018 Project Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection	Orange County Utilities
Water Distribution	Orange County Utilities
Reuse Water	Orange County Utilities
Master Stormwater Management System	Dowden West CDD
Electrical Service System	Orlando Utilities Commission
Conservation Mitigation	Dowden West CDD
On-Site Master Public Spine Roadway Improvements	City of Orlando
Off-Site Master Public Roadway Improvements	City of Orlando
Landscaping/Irrigation/Hardscape	Dowden West CDD

3.2 Master Stormwater Management System

The Master Stormwater Management System provides for the water runoff treatment and will attenuate and provide for the runoff that will be carried out through the use of man-made retention and detention systems as collected in pipes, curbs and surfaces to convey this runoff. These systems discharge to the ponds within the Development. The City of Orlando and the South Florida Water Management District (SFWMD) regulate the design criteria for the District's stormwater management facilities. The Master Stormwater Management System will discharge through ponds and pipes to existing wetlands within the Development. The Master Stormwater Management System will adhere to the design criteria of these agencies, which require that drainage systems be designed to attenuate a 25-year, 24-hour rainfall event to pre-development discharges. This criterion is typical for similar developments with positive outfalls.

The Master Stormwater Management System will also adhere to the requirements of SFWMD and the City, which requires that all building finished floor elevations be constructed above the anticipated flood elevation for the 100-year, 24-hour storm event. The treatment of stormwater runoff will be provided in accordance with the design guidelines for wet retention/detention systems as mandated by the SFWMD and the City. Stormwater runoff will be collected by curbs and stormwater conveyance surfaces with drainage inlets and an underground storm sewer pipe system conveyed to the retention/detention areas. The overall drainage system and the area of the Series 2018 Project are shown on the Master Stormwater Plan (Exhibit C). The Master Stormwater Management System consists of various ponds that collect runoff from the developed property. The District will finance the cost of stormwater collection and treatment systems, as well as the construction, acquisition and/or maintenance of said retention areas. All of these improvements will be owned and maintained by the District.

As the District's Master Project does not include the payment of the underlying land associated with the stormwater ponds (rather the land that contains the pond is being dedicated to the District by the Developer at no cost), the District acknowledges that the Developer owns any fill dirt coming from the excavation associated with the stormwater ponds; however, such fill dirt shall be made available to the District for the grading of public lands on which District improvements are constructed. The cost to transport fill dirt to the Developer projects shall be borne solely by the Developer. Table 5 shows the acreage of the ponds for the entire development of which Phases 1, 2, 3, and 4 are currently being constructed. The remaining acreage will be developed in the remaining eight (8) phases. Approximately 80% of the pond excavation has been completed in the Series 2018 Project, Phases 1, 2, 3, and 4.

DOWDEN WEST CDD PONDS	ACREAGE (AC.)
Phase 1 (Village N-1A)	21.89
Phase 2 (Village N-1B)	13.91
Phase 7 (Village N-2A)	12.22
Phase 8 (Village N-2B)	7.11
Phase 5 (Village N-3A)	5.90
Phase 6 (Village N-3B)	9.36
Phase 9 (Village N-4)	5.80
Phase 10 (Village N-5)	10.49
Phase 11 (Village N-11)	3.49
TOTAL – Dowden West CDD	90.17

*Phases 3 and 4 do not include stormwater ponds

3.3 Public Roadway Systems On and Off-Site

The on-site public roadways improvement (“Roadway”) associated within the Development of Dowden West will be developed and funded by the District, which will be transferred, at a later date, to the City of Orlando for ownership and operation. The Roadway’s system within the development and each phase will consist of two (2) lane and four (4) lane roads throughout each phase within the project and two (2) major four (4) lane spine roadways consisting of Dowden Road and the East-West Road. All of these roadways will consist of road surface with a minimum of twenty-four (24)-foot pavement sections with curbs. All the internal roadways will also be public and funded by the District. The roadways will serve the different land uses within the Development. Construction of the roadway pavement will consist of an asphaltic concrete surface with sidewalks, signing and striping, landscaping, lighting, and hardscape features.

The Series 2018 Project will provide for the design and construction of an off-site roadway, Dowden Road Segment 3/4, consisting of the extension of said road to the project as required in the Starwood Development Agreement, recorded in the Orange County Public Records on 11/06/2016, Doc# 20160581185, and the Vista East 2.0 Memorandum of Terms dated July 16, 2015. The complete roadway improvements will also include the extension of a four (4) lane Dowden Road on site, Segment 3. These improvements will serve all of the

Phases within the District and as the main entrance to the District.

The on-site roadways and the off-site public roadway improvements will be designed and constructed in accordance with the applicable City of Orlando standards and spine road Dowden Road will also be designed to Florida Department of Transportation (FDOT) standards. Please refer to Exhibit B for depiction of the roadway systems within and adjacent to the Development.

The roadway improvements will include utilities that run within the road right-of-way and adjacent utility easements (described in 3.4). The utilities within these roadways (described in 3.5) and any landscaping/ hardscaping related to these roadways will be developed as part of the improvements to the District with the Series 2018 Project. Stormwater drainage facilities (as described in 3.2) will also be provided for these improvements within the Master Stormwater Management System. The Series 2018 Project offsite road, the onsite portions of roadway within the project for Dowden Road and Phase 1 have been constructed. The District may finance these improvements and convey them to the City of Orlando upon completion.

3.4 Water Distribution, Sanitary Sewer Collection and Reuse Water Distribution Systems

The Series 2018 Project includes utilities within the right-of-way and adjacent utility easements of the proposed community infrastructure and internal streets. Orange County Utilities will provide reuse water, potable water and wastewater services for the District. The major trunk lines, collection systems and transmission mains to serve the District's various phases of Dowden West CDD are to be constructed or acquired by the District. The overall water distribution systems, sanitary sewer collection and reuse water lines for the Series 2018 Project are shown on the Master Utility Plan Sheets (Exhibits D1-D3).

The potable water facilities included with the Series 2018 Project will include both transmission and distribution mains along with necessary valving, fire hydrants and water services to boundary lines or individual lots and development parcels within the three phases. It is currently estimated that these water mains of various sizes will be funded by the District.

The Series 2018 Project wastewater facilities will include gravity collection sewer lines and mains. The three (3) new lift stations, including a master triplex lift station located

within Phases 1, 2 and 3 of the District and will service the Development and be constructed as part of the Series 2018 Project. These new lift stations will tie into the existing forcemain located on the existing Dowden Road and will be constructed north through the Master Spine roads within the Development as part of the Series 2018 Project. It is currently estimated that these gravity collection systems and forcemain will be constructed, acquired or financed by the District.

Design of the wastewater collection system, reuse water system and the water distribution system for potable water and fire protection is in accordance with the criteria and guidelines of the City of Orlando and the Florida Department of Environmental Protection (FDEP). Utility extension within Dowden Road will also be included as part of the infrastructure improvements for the Series 2018 Project. As part of the Series 2018 project, Phase 1 utilities ,off-site Dowden Road utilities and the first portion of on-site Dowden Road utilities have been constructed. Installation of Phase 2, 3, and 4 utilities have commenced but are not completed. All of these improvements will be financed by the CDD and transferred and maintained by Orange County Utilities.

3.5 Landscaping, Irrigation and Entry Features in Common Areas

The Series 2018 Project, which includes Phases 1, 2, 3, 4, and portions of Dowden Road will include landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development that will be provided by the District. The irrigation system will use reuse water as provided by Orange County Utilities. The master reuse water mains to the various phases of development will be constructed or acquired by the CDD with District funds and subsequently turned over to Orange County Utilities. Landscaping for the Series 2018 roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the off-site improvements for Dowden Road and the on-site Master Spine Roadways included in the Series 2018 Project. Perimeter walls will be provided at the site entrances and perimeters. These items may be funded, owned and maintained by the CDD. Parks and community areas within each phase will be part of the facilities that may be paid by bond funds and owned by the CDD.

3.6 Electrical Service Systems (Underground)

Orlando Utilities Commission (OUC) will provide the electrical service to the Community. The service will include the primary and secondary systems to serve the various land uses and street lighting. The balance of the costs of providing electricity is expected to be at the expense of the Developer.

The Series 2018 Project provides underground electrical services within the project limits. The service will also be within the Dowden Road right of way and service the master triplex lift station that is included within the Series 2018 Project as well as the primary service for Phases 1, 2,3 and 4. Within each phase, underground electrical conduit is provided for street lighting as well as electrical service within the projects right of ways. The Series 2018 Project's underground electrical service for Phase 1 has been constructed. Phase 2, 3, and 4 electrical service construction has just commenced.

3.7 Conservation Areas

The proposed development of the community will require mitigation of wetland communities for any impacts to the existing wetlands within the District and as part of the approvals for the Master Stormwater Management System. The District will fund the mitigation and conservation areas, as required, for approvals. Portions of the conservation areas are included within the Series 2018 Project area. The permitting and approvals will require any mitigation to be secured and payment of the costs of mitigation, which will be done through Regional Mitigation Banks. The District may fund the mitigation.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

Exhibit F presents a summary of the costs for the Series 2018 Project infrastructure including drainage, water and sewer, reuse, on-site and off-site roadways, landscaping, entry feature, undergrounding of electrical service, and conservation mitigation.

Costs in Exhibit F are derived from expected quantities of the infrastructure multiplied by unit costs typical of the industry in Central Florida. Included within these costs are technical services consisting of planning, land surveying, engineering, environmental permitting, soils and material testing related to such infrastructure. These services are necessary for the design, permitting and construction contract management for the Series 2018 Project

infrastructure. The costs are exclusive of certain legal, administrative, financing, operations or maintenance services necessary to finance, construct, acquire and/or operate the Series 2018 Project infrastructure.

5. PERMITTING STATUS

The Dowden West CDD is located within the City of Orlando. The District is currently approved by the City as a PD for all the proposed phases and development. The District is within the Orange County Utilities service area for the sanitary sewer service, water distribution, and reuse water service. The District is also located within the South Florida Water Management District (SFWMD) for stormwater management approvals.

Current SPMPs approved with the City are for Phases 1, 2,3 and 4. The remaining phases will be approved by the City for the proposed development as each phase is further designed.

Mass Grading Construction plans and documents have been prepared and approved by the SFWMD for Phases 1, 2, 3 and 4as well as for the off-site and on-site Dowden Roadways. The additional Phases, as well as on-site roadways, will be submitted for approval with SFWMD.

A permit for the full development of Phase 1, 2, 3 and 4 has been submitted and approved by Orange County Utilities, City of Orlando Permitting and SFWMD. Construction of phase 2, 3, and 4 included within the Series 2018 project have commenced. Additional Phases and roadway sections will be submitted for approvals in the future.

Permits are required prior to the start of any infrastructure construction in the future phases. Those permits, which include mass grading and construction of each development phase, in general, include the following:

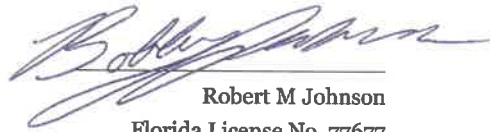
- Army Corps of Engineers Permit
- City of Orlando Engineering Plan Approval;
- Orange County Utilities Permit;
- SFWMD ERP Permit;
- SFWMD Dewatering Permit;
- FDEP Water and Wastewater Permits;
- Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES); and
- FEMA LOMR.

The District Engineer will certify that all permits necessary to complete the Series 2018 Project have either been obtained or, in his expert opinion, will be obtained and there is no reason to believe that the necessary permits cannot be obtained for the entire Development.

6. ENGINEER'S CERTIFICATION

It is our opinion that the costs of the Series 2018 Project Phases 1, 2, 3, 4, and portions of Dowden Road, improvements proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the Series 2018 Project cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the 2018 Supplemental Engineer's Report for Dowden West Community Development District.



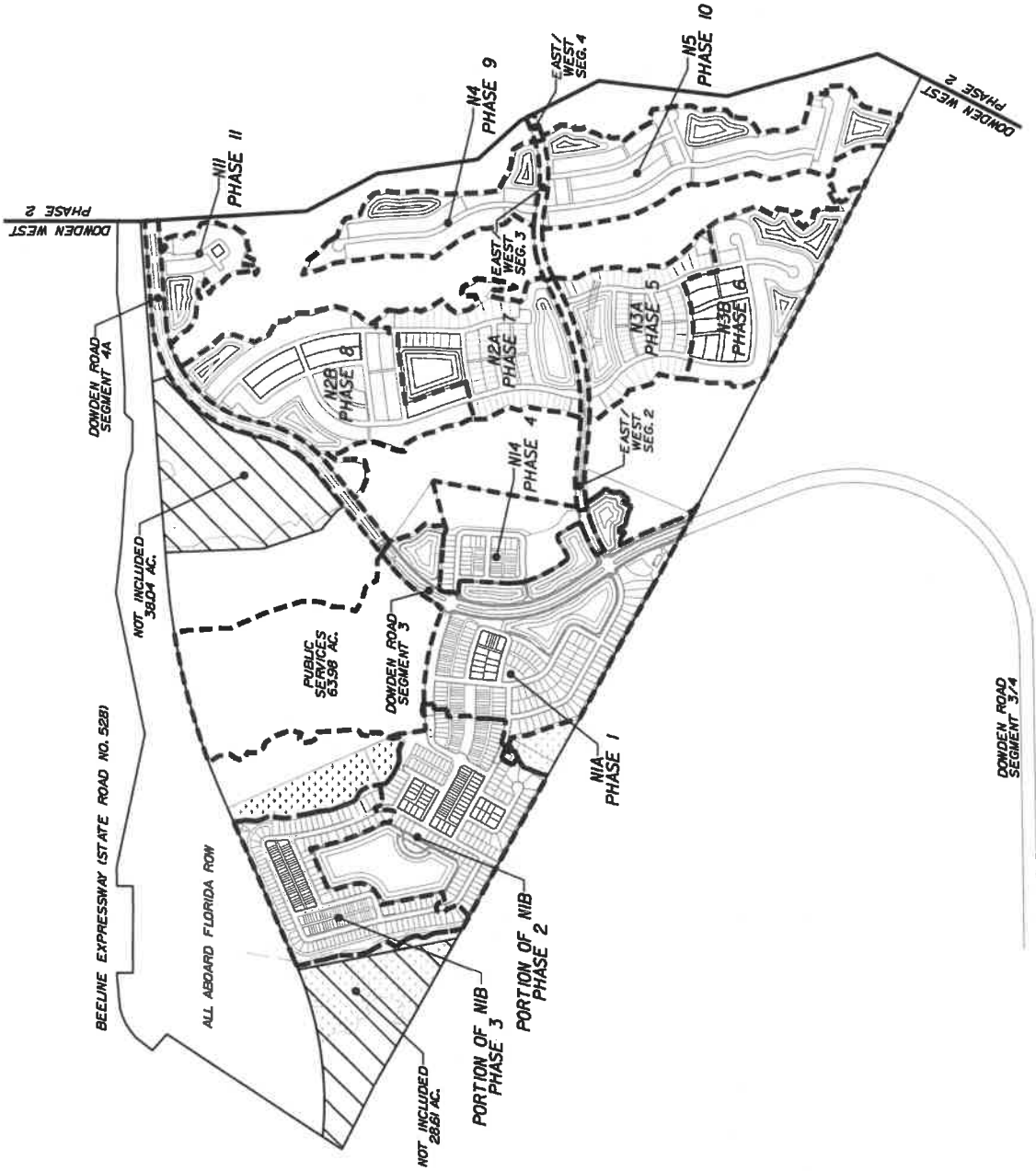
Robert M Johnson
Florida License No. 77677

MASTER SITE PLAN
 EXHIBIT A



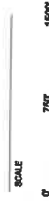
PROJECT #	00000000000000000000
DRAWN BY	JRM
APPROVED BY	JRM
CHECKED BY	JRM
DATE	MAY 2017

DOWDEN WEST CDD (Community Development Code) Submittal Report
 SHEET NO.



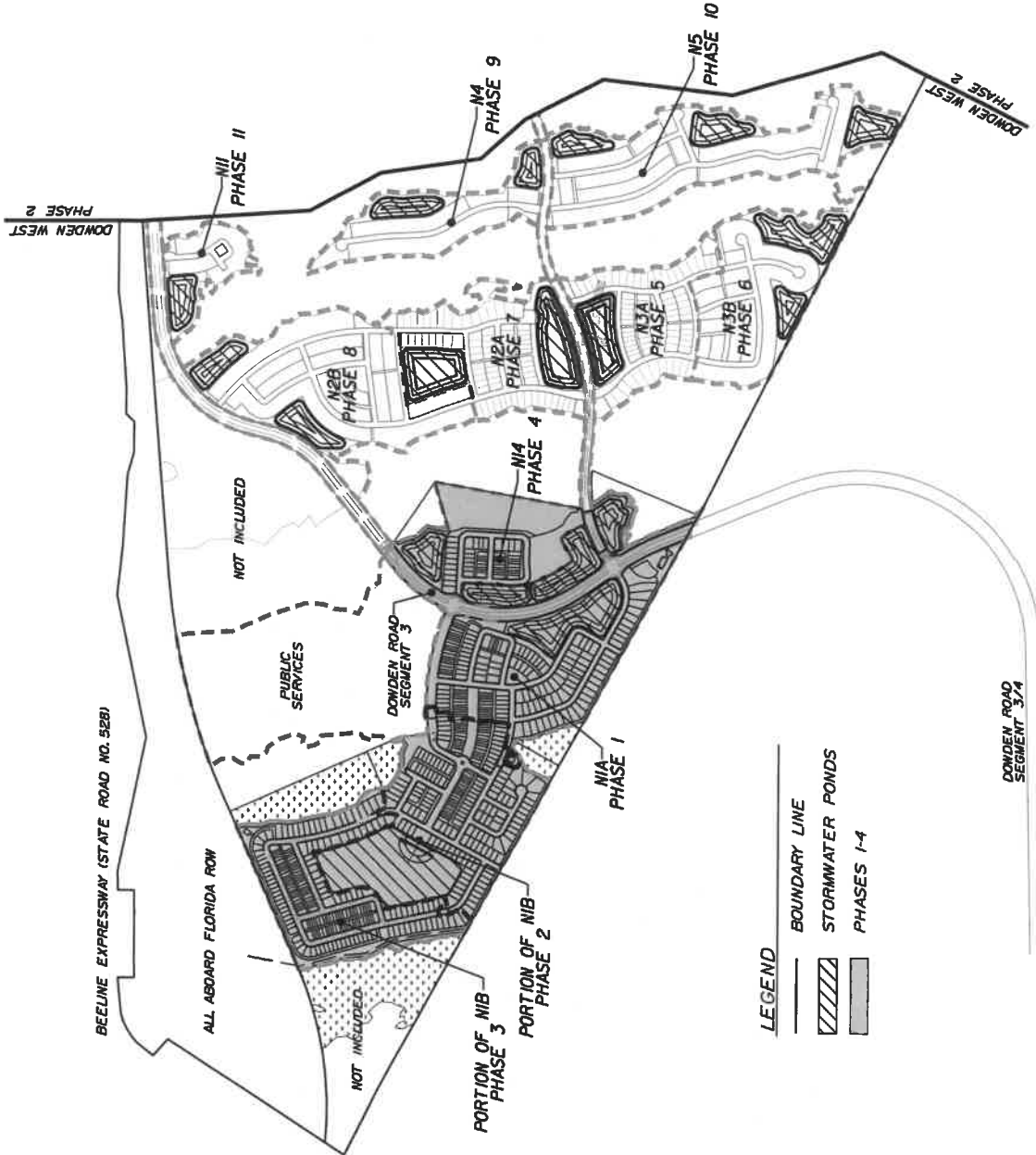
DOWDEN WEST TOTAL	736.29 AC.
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NOTE: AREAS THAT ARE NOTED "NOT INCLUDED" IS REFERENCING WITHIN CDD BOUNDARY.



PROJECT #	ETAR2
DRAWN BY	JKM
APPROVED BY	JKM
CHECKED BY	JKM
DATE	JULY 2017

DATE: 7/10/17
 PROJECT NO.: 17-001
 SHEET NO.: 1 OF 1



- LEGEND**
- BOUNDARY LINE
 - ▨ STORMWATER PONDS
 - PHASES 1-4



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 100 NORTH MANOR LANE
 SUITE 100
 ORLANDO, FL 32837
 (407) 222-1000
 WWW.DEBERRYENGINEERING.COM

CITY OF ORLANDO, FLORIDA
 DOWDEN WEST CDD

MASTER RECLAIMED WATER SYSTEM
 EXHIBIT D-1



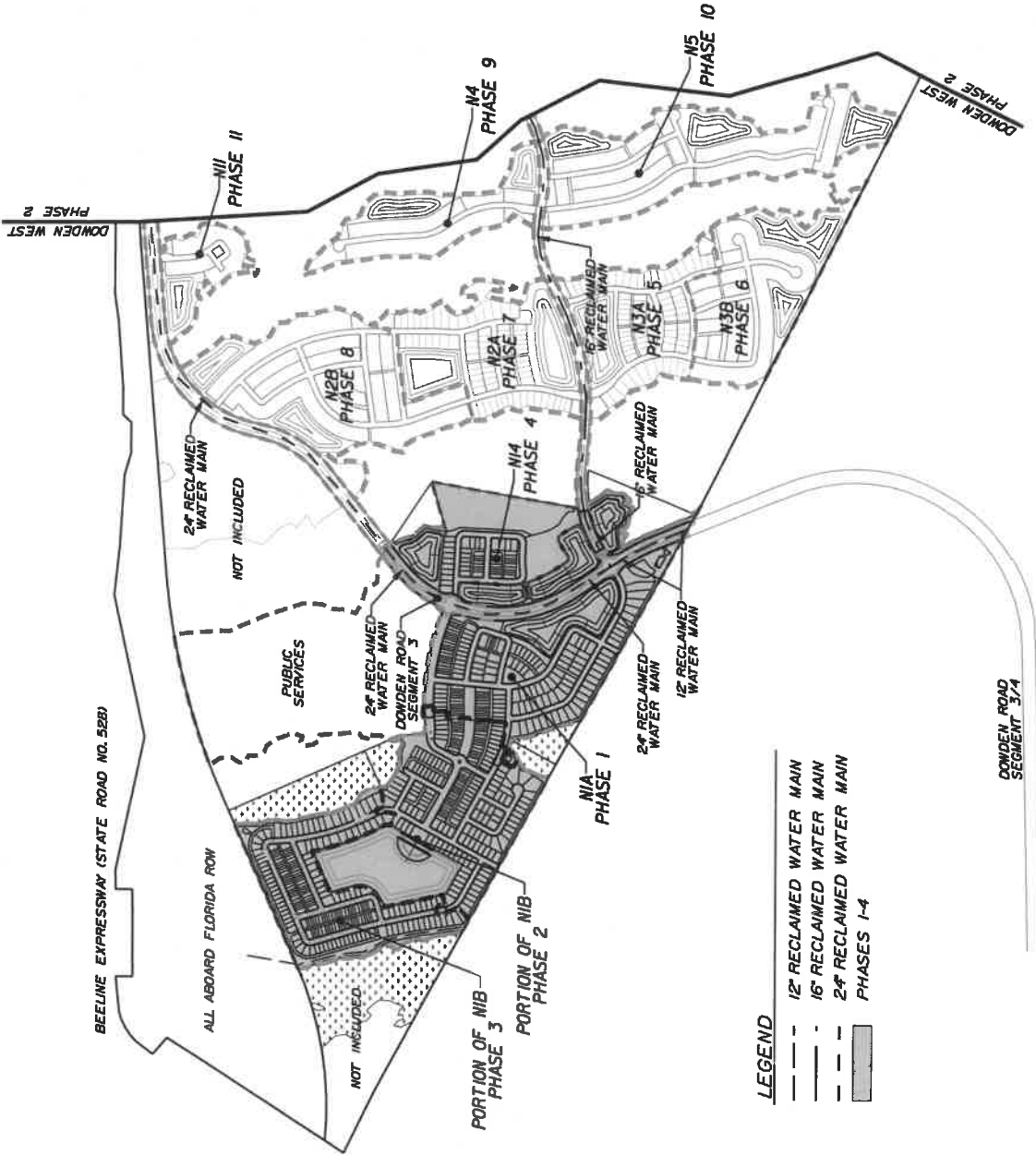
NORTH



PROJECT #	STATUS
DRAWN BY	DATE
APPROVED BY	DATE
CHECKED BY	DATE
DATE	JULY 2017

DOWDEN WEST CDD Establishing Report
 SHEET NO.

1 OF 1



LEGEND

- 12" RECLAIMED WATER MAIN
- 16" RECLAIMED WATER MAIN
- 24" RECLAIMED WATER MAIN
- PHASES 1-4

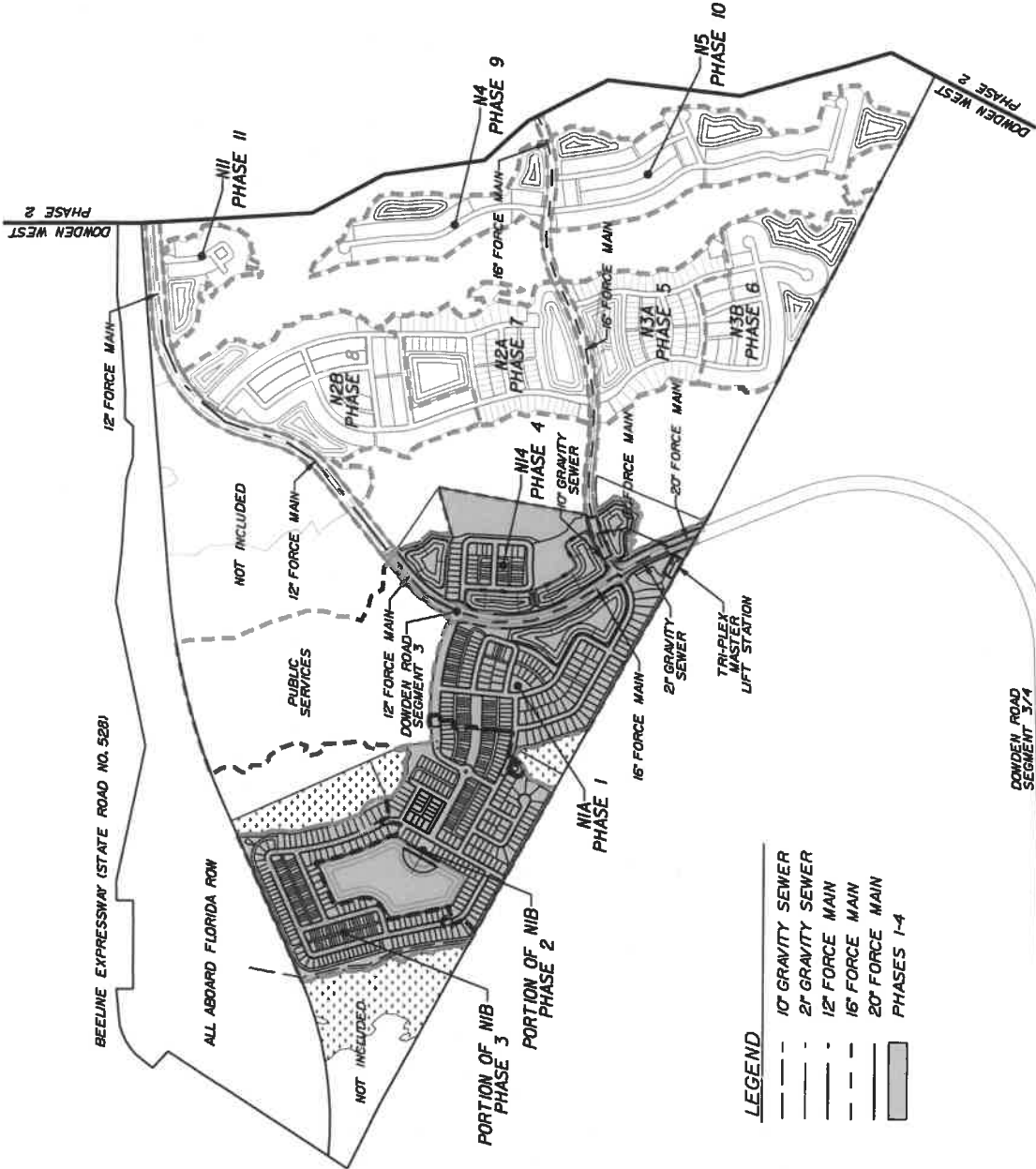
* ONLY MASTER SYSTEM SHOWN. INDIVIDUAL VILLAGE RECLAIM NETWORK NOT SHOWN FOR CLARITY.

UTILITY PROVIDER - ORANGE COUNTY UTILITIES



PROJECT #	ETARD
DRAWN BY	EBL
APPROVED BY	EBL
CHECKED BY	JEM
DATE	JULY 2017

DWG: I:\Dewberry\West CDD\Engineering\Phase 1-3\0-2-01-000.dwg 1-3-2017
 SHEET NO.



LEGEND

---	10" GRAVITY SEWER
---	2" GRAVITY SEWER
---	12" FORCE MAIN
---	16" FORCE MAIN
---	20" FORCE MAIN
---	PHASES 1-4

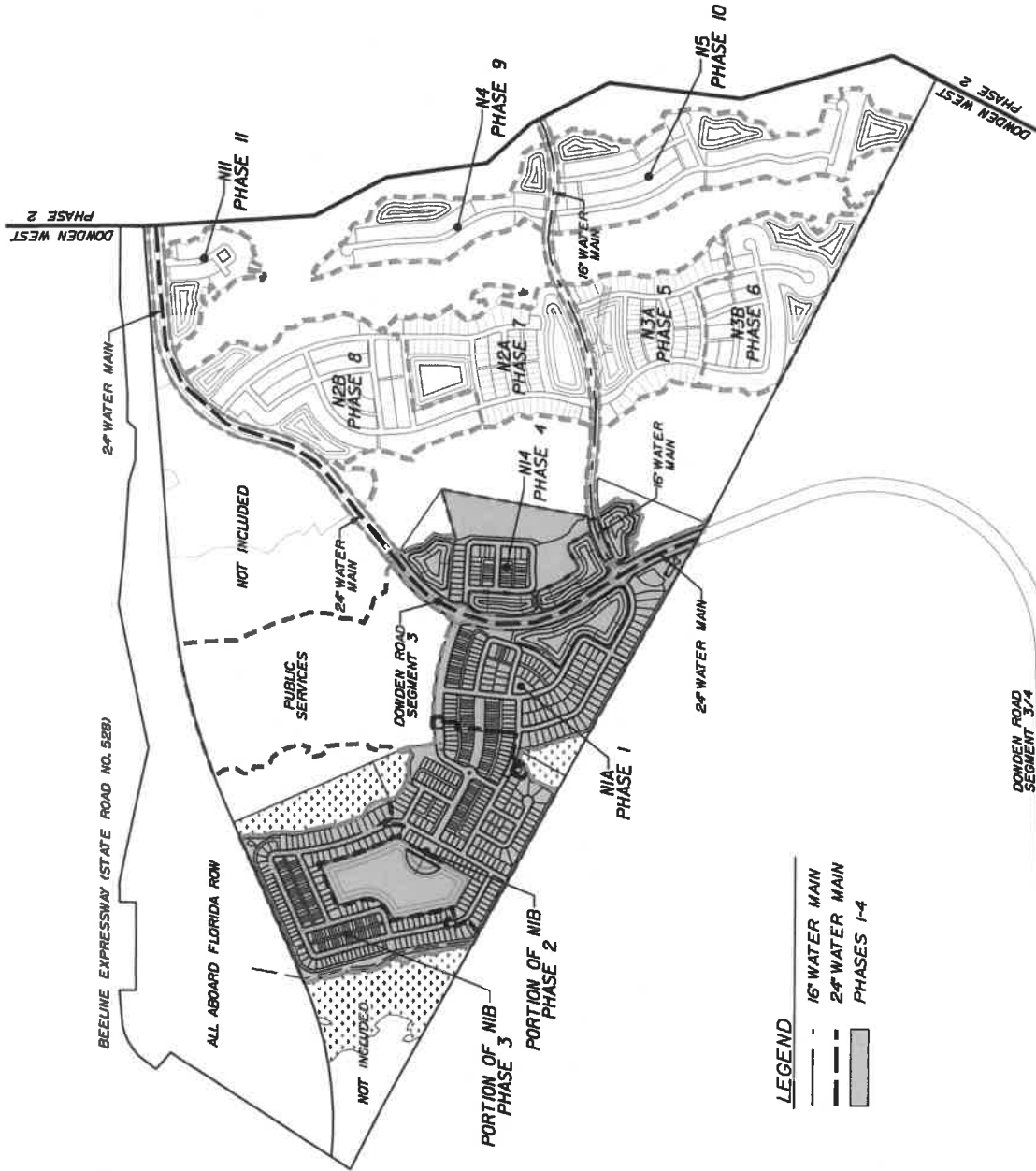
UTILITY PROVIDER - ORANGE COUNTY UTILITIES

* ONLY MASTER SYSTEM SHOWN. INDIVIDUAL VILLAGE LIFT STATIONS AND GRAVITY NETWORK NOT SHOWN FOR CLARITY.



PROJECT #	STARL
DRAWN BY	JBL
APPROVED BY	JM
CHECKED BY	JM
DATE	MAY 2017

DWM # Dowden West CDD/Submitting Report
 SHEET NO.



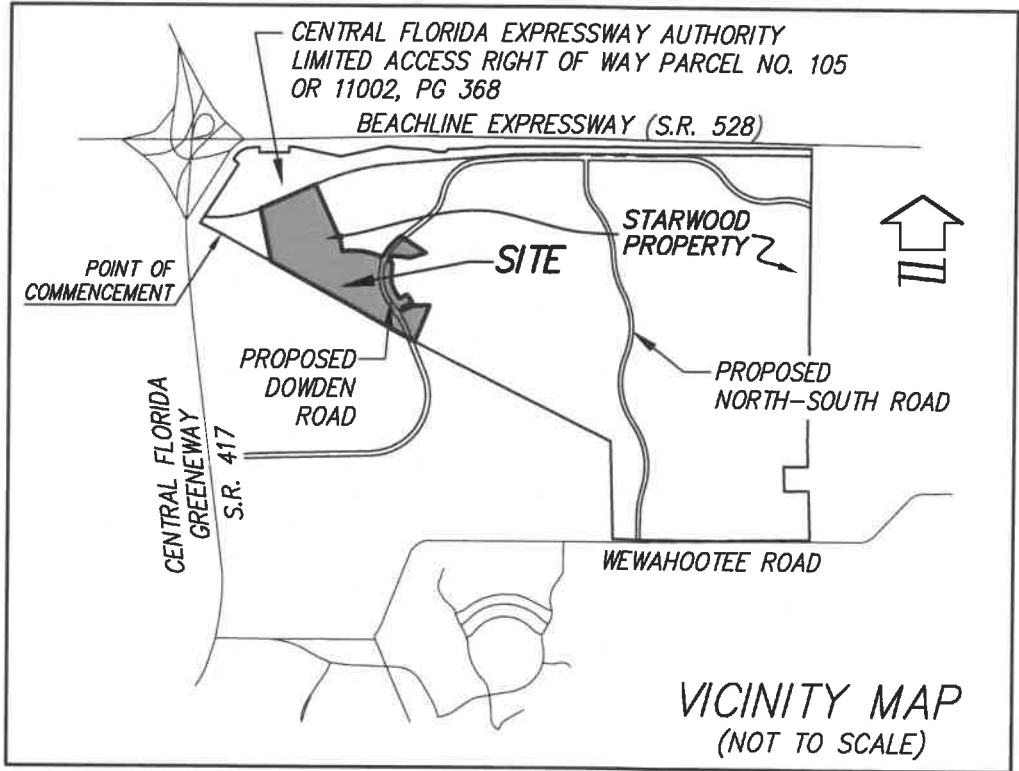
*ONLY MASTER SYSTEM SHOWN. INDIVIDUAL VILLAGE POTABLE NETWORK NOT SHOWN FOR CLARITY.

UTILITY PROVIDER - ORANGE COUNTY UTILITIES

Drawing name: C:\Users\wsamuel\appdata\local\temp\MapPublish_5360\Project\Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 1 Jul 02, 2018 1:29pm by: wsamuel

LEGEND:

—	LINE BREAK
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
OR	OFFICIAL RECORDS BOOK
PG	PAGE
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
SEC	SECTION - TOWNSHIP S - RANGE E
○	CHANGE IN DIRECTION
PNT	POINT OF NON TANGENCY
S.R.	STATE ROAD
NO.	NUMBER
CDD	COMMUNITY DEVELOPMENT DISTRICT
LS	LICENSED SURVEYOR



SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THAT CERTAIN LINE BETWEEN THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, AS BEING N61°17'20"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. SECTION TIES SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY BY DONALD W. MCINTOSH AND ASSOCIATES UNDER JOB #14153.002, DATED MARCH 16, 2015, PROVIDED TO THIS FIRM BY THE CLIENT.

WILLIAM D. DONLEY DATE
 PROFESSIONAL SURVEYOR & MAPPER
 LICENSE NUMBER LS 5381
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
 FLORIDA LICENSED SURVEYOR AND MAPPER
 (SEE SHEET 2-3 FOR DESCRIPTION OF SKETCH)
 (SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SHEET 1 OF 8

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**DOWDEN WEST CDD
PHASE 1**

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 06/26/18
REV DATE:
SCALE N/A

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

LEGAL DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN INSTRUMENT NO. 20170217494 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTIONS 33 AND 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S61°17'20"E, ALONG A LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1558.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN INSTRUMENT NO. 2017217494 AND THE POINT OF BEGINNING; THENCE N11°39'53"W ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN INSTRUMENT #20170217494, A DISTANCE OF 1468.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY LIMITED ACCESS RIGHT OF WAY PARCEL NUMBER 105 AS DESCRIBED IN OFFICIAL RECORDS BOOK 11002, PAGE 368 OF SAID PUBLIC RECORDS; SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF 01°32'43", A CHORD BEARING OF N66°49'30"E AND A CHORD DISTANCE OF 87.55 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 87.55 FEET TO THE END OF SAID CURVE; THENCE N65°56'36"E, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1535.96 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S24°03'24"E, A DISTANCE OF 1650.06 FEET; THENCE S20°17'54"E A DISTANCE OF 54.23 FEET; THENCE S07°50'48"E, A DISTANCE OF 252.97 FEET TO A POINT ON A WESTERLY EXTENSION OF THE NORTH LINE OF PARCEL N1A-1 AS DESCRIBED IN INSTRUMENT NO. 20170032694 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2105.00 FEET, A CENTRAL ANGLE OF 29°32'33", A CHORD BEARING OF S83°04'31"E AND A CHORD DISTANCE OF 1073.38 FEET; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE, AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 1085.36 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL N1A-1, RUN S68°18'15"E, A DISTANCE OF 39.93 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN INSTRUMENT NO. 20170032697 OF SAID PUBLIC RECORDS; THENCE DEPARTING THE NORTH LINE OF SAID PARCEL N1A-1, RUN ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N46°50'58"E, A DISTANCE OF 91.88 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1256.16 FEET, A CENTRAL ANGLE OF 23°48'04", A CHORD BEARING OF N39°23'02"E AND A CHORD DISTANCE OF 518.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 521.82 FEET TO A POINT OF TANGENCY; THENCE N51°17'04"E, A DISTANCE OF 152.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN INSTRUMENT NO. 20170032697; THENCE S56°10'53"E, ALONG SAID NORTH LINE AND A SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 815.87 FEET; THENCE DEPARTING THE SOUTHEASTERLY EXTENSION OF SAID NORTH LINE, RUN S73°37'09"W, A DISTANCE OF 473.27 FEET; THENCE N79°36'16"W, A DISTANCE OF 185.14 FEET; THENCE N85°38'48"W, A DISTANCE OF 240.01 FEET; THENCE N86°08'59"W, A DISTANCE OF 75.00 FEET; THENCE S02°45'04"W, A DISTANCE OF 166.11 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 90°45'27", A CHORD BEARING OF S42°37'40"E AND A CHORD DISTANCE OF 78.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.12 FEET TO A POINT OF TANGENCY; THENCE S02°45'04"W, A DISTANCE OF 285.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 15°04'07", A CHORD BEARING OF S10°17'07"W AND A CHORD DISTANCE OF 14.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 15°04'07", A CHORD

(CONTINUED ON SHEET 2)

SHEET 2 OF 8

(SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**DOWDEN WEST CDD
PHASE 1**

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 06/26/18
REV DATE:
SCALE N/A

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

Drawing name: C:\Users\wsamrdat\lpp\data\lpp\data\lpp\Temp\MapPublish_5360\Project\Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 2 Jul 02, 2018 1:29pm by: wsamrdat

CONTINUED FROM SHEET 1:

BEARING OF S10°17'07"W AND A CHORD DISTANCE OF 17.05 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.09 FEET TO THE POINT OF TANGENCY; THENCE S02°45'04"W, A DISTANCE OF 81.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 13°27'55", A CHORD BEARING OF S03°58'54"E AND A CHORD DISTANCE OF 113.72 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 113.98 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 06°47'46", A CHORD BEARING OF S14°06'45"E AND A CHORD DISTANCE OF 36.16 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.18 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1239.28 FEET, A CENTRAL ANGLE OF 19°50'39", A CHORD BEARING OF S27°25'57"E AND A CHORD DISTANCE OF 427.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 429.22 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF S79°24'55"E AND A CHORD DISTANCE OF 33.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.70 FEET TO THE POINT OF TANGENCY; THENCE N58°31'27"E, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S76°28'33"E AND A CHORD DISTANCE OF 77.78 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 86.39 FEET TO THE POINT OF TANGENCY; THENCE S31°28'33"E, A DISTANCE OF 120.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 12°23'38", A CHORD BEARING OF S25°16'44"E AND A CHORD DISTANCE OF 102.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 767.20 FEET, A CENTRAL ANGLE OF 05°26'12", A CHORD BEARING OF S72°02'22"W AND A CHORD DISTANCE OF 72.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.80 FEET TO THE END OF SAID CURVE; THENCE S20°40'44"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 758.71 FEET, A CENTRAL ANGLE OF 00°51'39", A CHORD BEARING OF S68°53'29"W AND A CHORD DISTANCE OF 11.40 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 11.40 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1243.73 FEET, A CENTRAL ANGLE OF 10°14'10", A CHORD BEARING OF S63°59'53"W AND A CHORD DISTANCE OF 221.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 222.20 FEET TO THE END OF SAID CURVE; THENCE S31°07'11"E, A DISTANCE OF 80.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 19°58'10", A CHORD BEARING OF N68°51'54"E AND A CHORD DISTANCE OF 403.55 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 405.60 FEET TO THE END OF SAID CURVE; THENCE S29°41'27"E, A DISTANCE OF 26.40 FEET; THENCE N79°18'24"E, A DISTANCE OF 70.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 06°31'26", A CHORD BEARING OF N82°34'07"E AND A CHORD DISTANCE OF 59.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.78 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1142.73 FEET, A CENTRAL ANGLE OF 09°42'42", A CHORD BEARING OF S89°18'50"E AND A CHORD DISTANCE OF 193.46 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 193.69 FEET TO THE END OF SAID CURVE; THENCE S22°22'30"W, A DISTANCE OF 1056.06 FEET; THENCE N61°17'20"W, A DISTANCE OF 4469.85 FEET TO THE POINT OF BEGINNING.

CONTAINING: 7,825,891 SQUARE FEET OR 179.658 ACRES, MORE OR LESS.

SHEET 3 OF 8

(SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD
PHASE 1

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

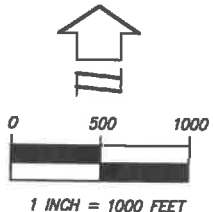
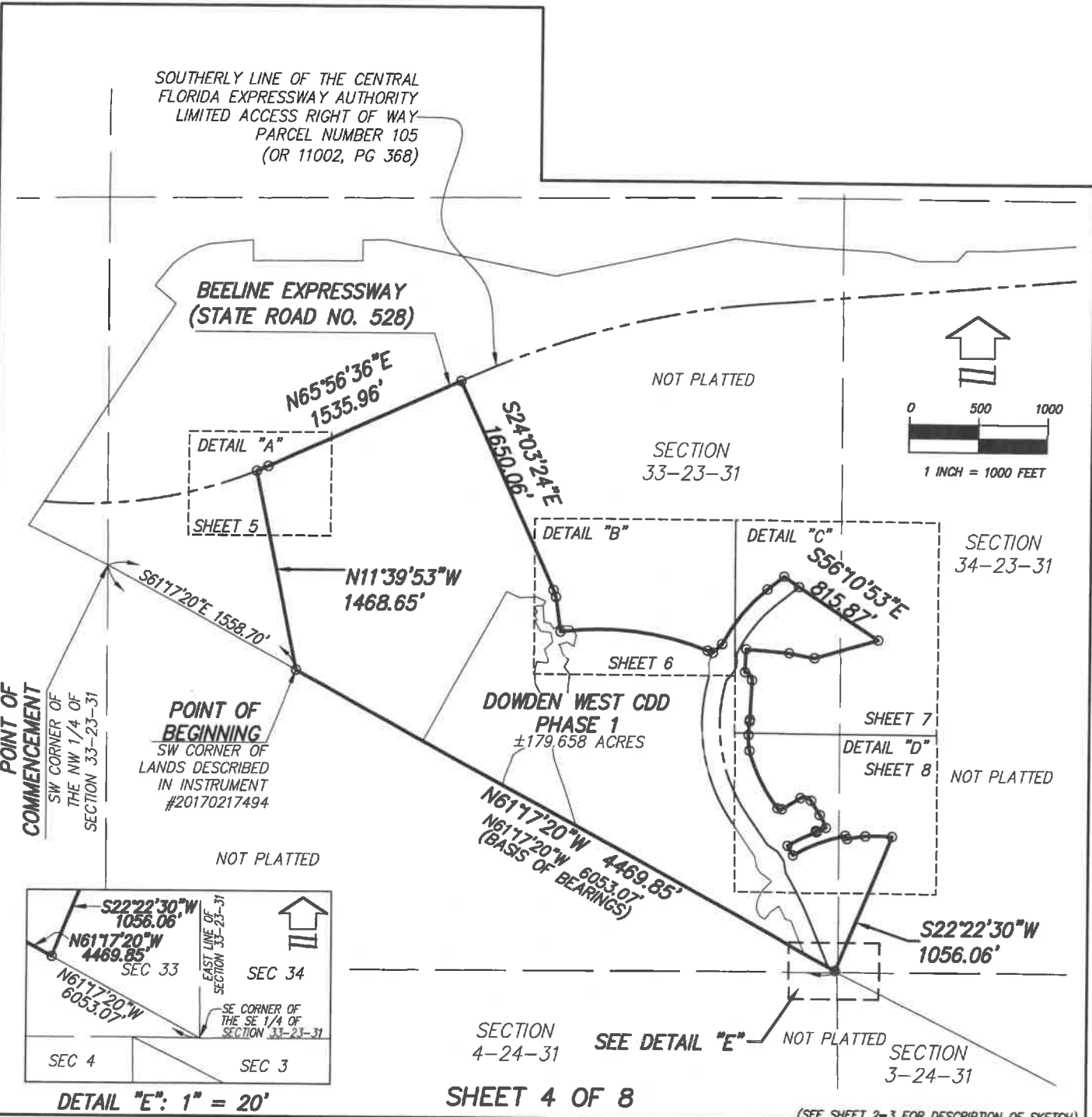
BEACHLINE SOUTH
RESIDENTIAL, LLC

DATE: 06/26/18
REV DATE:
SCALE N/A

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT


Drawing name: C:\Users\wsamrat\appdata\local\temp\MePublish_5360\Project_Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 3 Jul 02, 2018 1:29pm by: wsamrat

Drawing name: C:\Users\wsamrat\appdata\local\Temp\Temp\Project Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 4 Jul 02, 2018 1:29pm by wsamrat



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

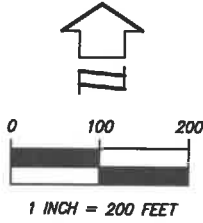
SKETCH OF DESCRIPTION
-OF-
DOWDEN WEST CDD PHASE 1
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY FLORIDA

 **Dewberry**
131 WEST KALEY STREET
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WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
BEACHLINE SOUTH RESIDENTIAL, LLC

DATE: 06/26/18
REV DATE:
SCALE: 1" = 1000'

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT



SOUTHERLY LINE OF THE CENTRAL
FLORIDA EXPRESSWAY AUTHORITY
LIMITED ACCESS RIGHT OF WAY
PARCEL NUMBER 105
(OR 11002, PG 368)

$L=87.55'$
 $R=3246.20'$
 $\Delta=01^{\circ}32'43''$
 $CB=N66^{\circ}49'30''E$
 $CH=87.55'$

$N65^{\circ}56'36''E$ 1535.96'

$N11^{\circ}39'53''W$ 1468.65'

WEST LINE OF LANDS DESCRIBED IN
INSTRUMENT #20170217494

**DOWDEN WEST CDD
PHASE 1**
±179.658 ACRES

SECTION
33-23-31

Drawing name: C:\Users\wsamrat\appdata\local\temp\AcPublish_5380\Project Alpha_ssketch_Dowden West CDD Phase 1.dwg SHEET 5 Jul 02, 2018 1:23pm by: wsamrat

DETAIL "A"

SHEET 5 OF 8

(SEE SHEETS 4 FOR OVERALL SKETCH)
(SEE SHEET 2-3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**DOWDEN WEST CDD
PHASE 1**

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
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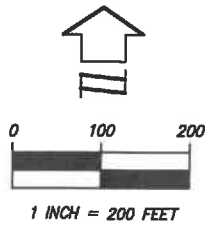
CERTIFICATE OF AUTHORIZATION No. LB 8011

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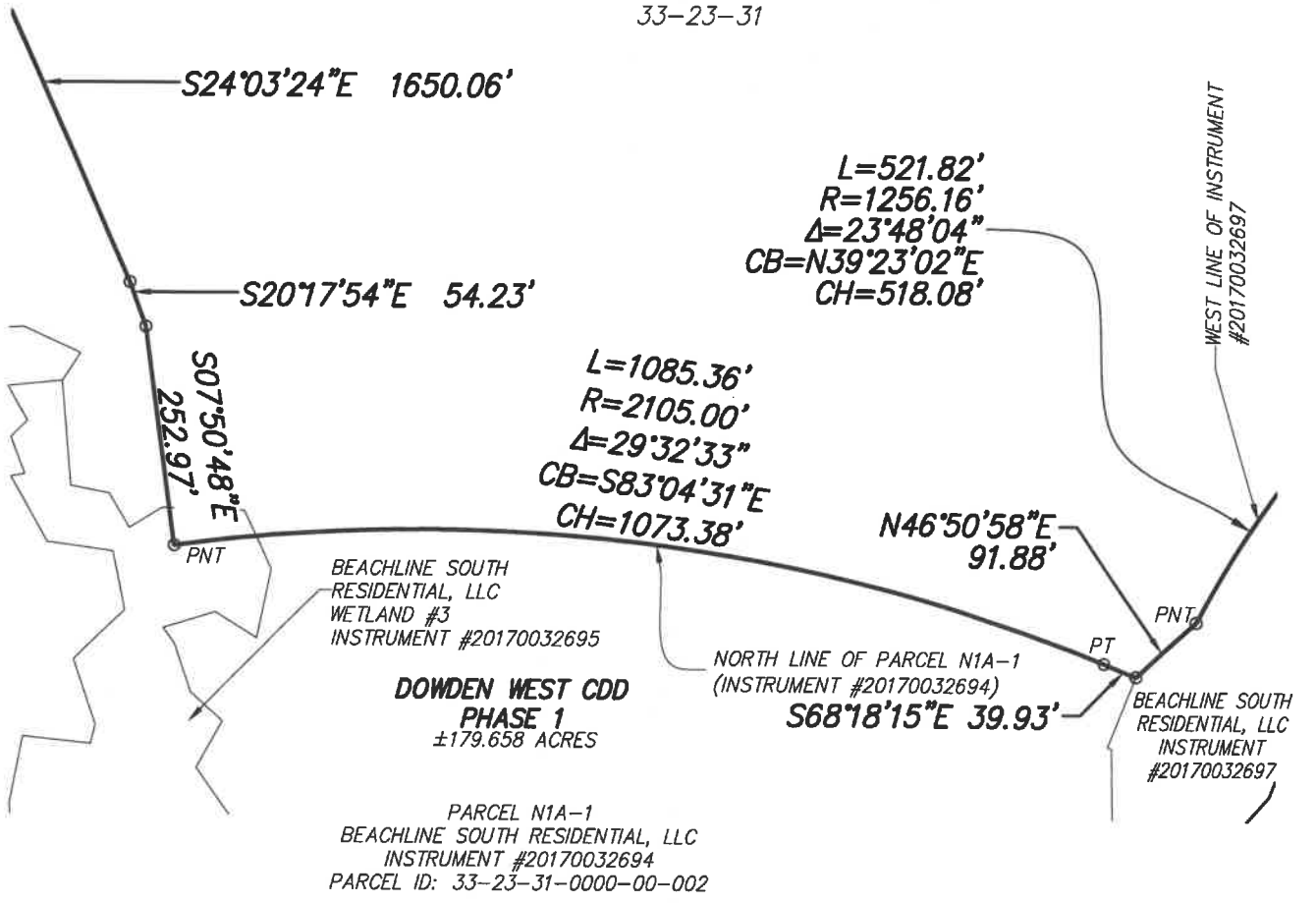
**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 06/26/18
REV DATE:
SCALE: 1"= 200'

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT



SECTION
33-23-31



DETAIL "B"

SHEET 6 OF 8

(SEE SHEETS 4 FOR OVERALL SKETCH)
(SEE SHEET 2-3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
DOWDEN WEST CDD
PHASE 1

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY FLORIDA



131 WEST KALEY STREET
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WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
BEACHLINE SOUTH
RESIDENTIAL, LLC

DATE: 06/26/18
REV DATE:
SCALE: 1" = 200'

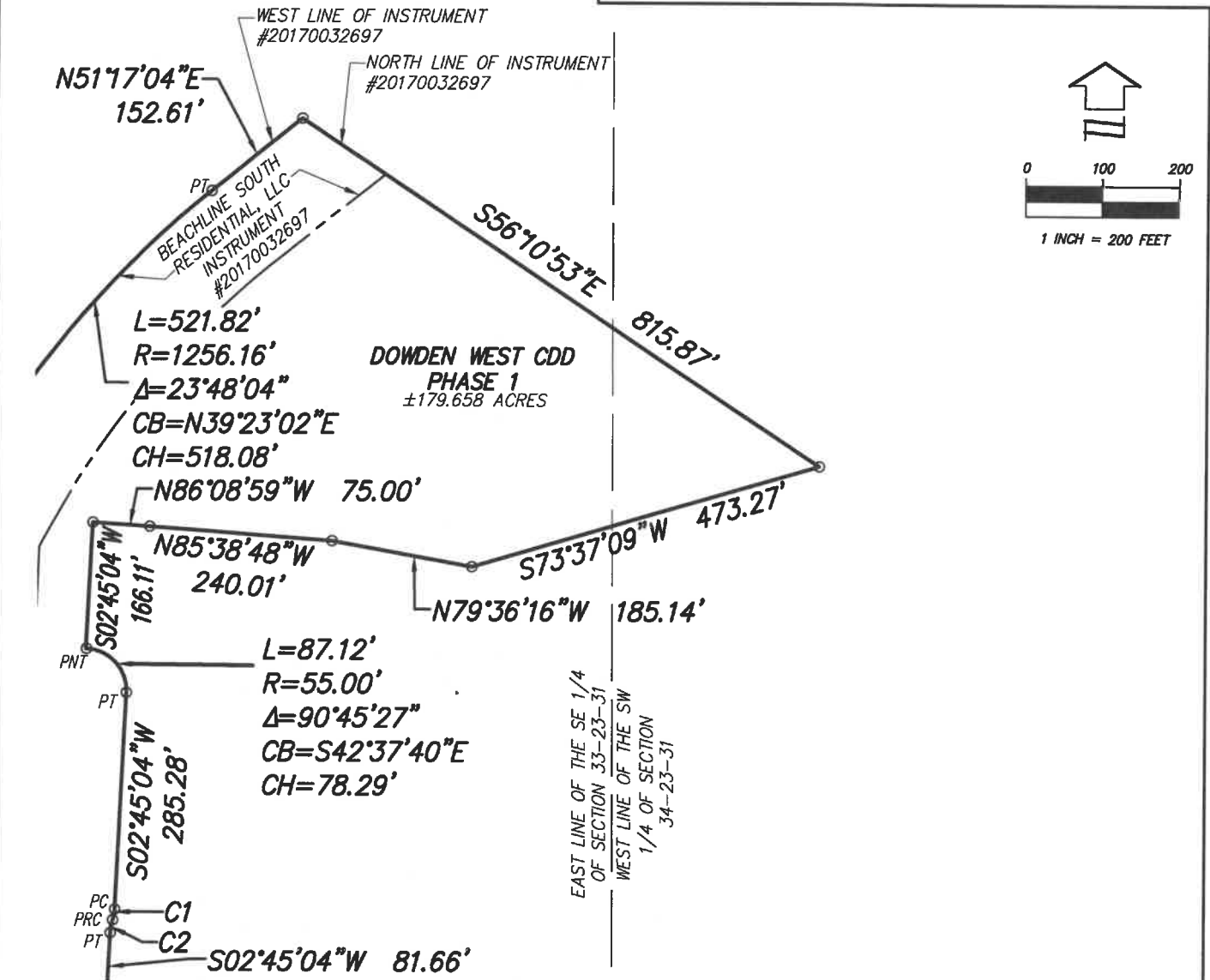
PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

Drawing name: C:\Users\wasmolot\AppData\Local\Temp\Temp\Project\Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 6 Jul 02, 2018 1:29pm by: wasmolot

Drawing name: C:\Users\wesamdot\pappadato\local\temp\AcPublish_5360\Project\Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 7 Jul 02, 2018 1:29pm by: wesamdot

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	14.46'	55.00	15°04'07"	14.42'	S10°17'07"W
C2	17.09'	65.00	15°04'07"	17.05'	S10°17'07"W



DETAIL "C"

SHEET 7 OF 8

(SEE SHEETS 4 FOR OVERALL SKETCH)
 (SEE SHEET 2-3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD PHASE 1

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

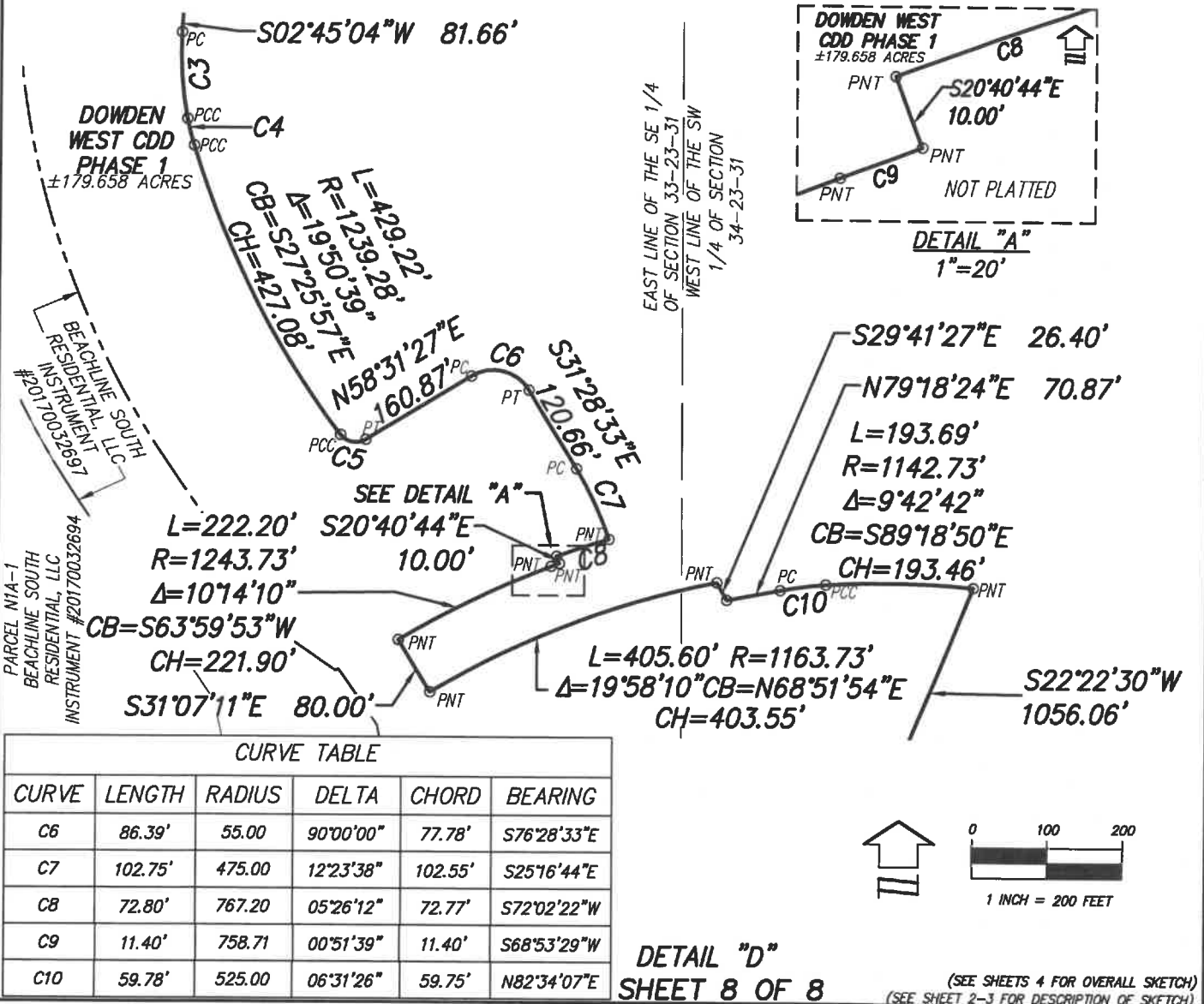
BEACHLINE SOUTH RESIDENTIAL, LLC

DATE: 06/26/18
 REV DATE:
 SCALE: 1"= 200'

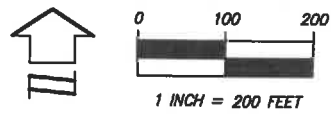
PROJ: 50097961
 DRAWN BY: WS
 CHECKED BY: TT

Drawing name: C:\Users\wasmadot\AppData\Local\Temp\Temp\publish_5360\Project\Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 8 Jul 02, 2018 1:29pm by: wasmadot

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C3	113.98'	485.00	13°27'55"	113.72'	S03°58'54"E
C4	36.18'	305.00	06°47'46"	36.16'	S14°06'45"E
C5	36.70'	25.00	84°07'16"	33.50'	S79°24'55"E




CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C6	86.39'	55.00	90°00'00"	77.78'	S76°28'33"E
C7	102.75'	475.00	12°23'38"	102.55'	S25°16'44"E
C8	72.80'	767.20	05°26'12"	72.77'	S72°02'22"W
C9	11.40'	758.71	00°51'39"	11.40'	S68°53'29"W
C10	59.78'	525.00	06°31'26"	59.75'	N82°34'07"E



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
DOWDEN WEST CDD PHASE 1
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY FLORIDA

 **Dewberry**
131 WEST KALEY STREET
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
BEACHLINE SOUTH RESIDENTIAL, LLC
DATE: 06/26/18
REV DATE:
SCALE: 1"= 200'
PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THAT CERTAIN LINE BETWEEN THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, BEING S61°17'20"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. ADDITIONS OR DELETIONS TO THIS SKETCH OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 05-11-20 PER FAC 5J-17.062(2).



VICINITY MAP
(NOT TO SCALE)

LEGEND:

	LINE BREAK
POC	POINT ON A CURVE
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PNT	POINT OF NON-TANGENCY
PCC	POINT OF COMPOUND CURVATURE
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
TR	TRACT
IN #	INSTRUMENT NUMBER
PG(S)	PAGE(S)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
SEC	SECTION
PID	PARCEL IDENTIFICATION
O	CHANGE IN DIRECTION



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE

SHEET 1 OF 10

(SEE SHEETS 2-4 FOR DESCRIPTION OF SKETCH)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 05/08/20
REV DATE:

PROJ: 50097961
DRAWN BY: RDH
CHECKED BY: WDD

LEGAL DESCRIPTION

A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, AND A PORTION OF TRACTS S-1, S-2, FD-1, FD-2, AND Q OF STARWOOD PHASE N-1A ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 149 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S61°17'20"E, ALONG THAT CERTAIN LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 5973.02 FEET TO A POINT ON THE EAST LINE OF DOWDEN ROAD SEGMENT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 147 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, THE FOLLOWING FIVE (5) COURSES: N22°12'36"W, A DISTANCE OF 370.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2145.98 FEET, A CENTRAL ANGLE OF 10°09'20", A CHORD BEARING OF N27°17'16"W AND A CHORD DISTANCE OF 379.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 380.37 FEET TO THE END OF SAID CURVE; THENCE N09°53'07"W, A DISTANCE OF 85.30 FEET; THENCE N55°22'10"E, A DISTANCE OF 9.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 03°30'39", A CHORD BEARING OF N57°07'29"E AND A CHORD DISTANCE OF 71.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 71.31 FEET TO THE END OF SAID CURVE; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N31°07'11"W, A DISTANCE OF 90.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 10°45'31", A CHORD BEARING OF N64°15'34"E AND A CHORD DISTANCE OF 235.07 FEET; THENCE DEPARTING SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.42 FEET TO THE END OF SAID CURVE; THENCE N20°21'40"W, A DISTANCE OF 3.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1256.73 FEET, A CENTRAL ANGLE OF 02°43'36", A CHORD BEARING OF N71°00'08"E AND A CHORD DISTANCE OF 59.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.81 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 462.00 FEET, A CENTRAL ANGLE OF 11°52'06", A CHORD BEARING OF N25°32'30"W AND A CHORD DISTANCE OF 95.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.70 FEET TO THE END OF SAID CURVE; THENCE N31°28'33"W, A DISTANCE OF 120.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N76°28'33"W AND A CHORD DISTANCE OF 59.40 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.97 FEET TO THE END OF SAID CURVE; THENCE S58°31'27"W, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 38.00 FEET, A

SHEET 2 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

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SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

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REV DATE:

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DRAWN BY: RDH
CHECKED BY: WDD

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LEGAL DESCRIPTION

CONTINUED FROM PAGE 2

CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF N79°24'55"W AND A CHORD DISTANCE OF 50.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1252.28 FEET, A CENTRAL ANGLE OF 18°07'00", A CHORD BEARING OF N28°17'47"W AND A CHORD DISTANCE OF 394.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.96 FEET TO A POINT ON THE SOUTH LINE OF TRACT FD-1 OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE S79°22'21"W, ALONG SAID SOUTH LINE, A DISTANCE OF 170.33 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S33°00'54"W, A DISTANCE OF 14.53 FEET; THENCE S74°01'24"W, A DISTANCE OF 11.55 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 04°59'15", A CHORD BEARING OF N13°28'58"W AND A CHORD DISTANCE OF 98.43 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 98.46 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST LINE, RUN N79°00'39"E, A DISTANCE OF 11.42 FEET; THENCE S56°59'06"E, A DISTANCE OF 38.82 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT FD-1; THENCE N79°22'21"E, ALONG SAID NORTH LINE, A DISTANCE OF 146.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N36°07'15"E, A DISTANCE OF 8.51 FEET; THENCE N08°33'56"W, A DISTANCE OF 28.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.50 FEET, A CENTRAL ANGLE OF 11°06'35", A CHORD BEARING OF N02°48'14"W AND A CHORD DISTANCE OF 101.93 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.09 FEET TO THE END OF SAID CURVE; THENCE N02°45'04"E, A DISTANCE OF 429.32 FEET TO A POINT ON THE NORTH LINE OF TRACT S-1 OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 16°04'43", A CHORD BEARING OF N47°05'25"W AND A CHORD DISTANCE OF 15.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH LINE OF TRACT S-1, A DISTANCE OF 15.43 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTH LINE, RUN N87°14'56"W, A DISTANCE OF 71.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 126.50 FEET, A CENTRAL ANGLE OF 18°56'41", A CHORD BEARING OF N77°46'36"W AND A CHORD DISTANCE OF 41.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.83 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3 AND THE END OF SAID CURVE; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N21°41'45"E, A DISTANCE OF 53.00 FEET; THENCE N01°11'06"E, A DISTANCE OF 81.99 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 02°27'20", A CHORD BEARING OF N28°09'47"E AND A CHORD DISTANCE OF 48.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT Q OF SAID STARWOOD PHASE N-1A AND A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EAST LINE OF DOWDEN ROAD SEGMENT 3 RUN, ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: S77°20'18"E, A DISTANCE OF 47.65 FEET; THENCE S86°08'59"E, A

SHEET 3 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

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SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
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WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 05/08/20
REV DATE:

PROJ: 50097961
DRAWN BY: RDH
CHECKED BY: WDD

Drawing name: C:\Users\wesmarol\AppData\Local\Temp\MapPublish_3592\Starwood N14 sursketch.dwg SHEET 3 May 18, 2020 9:28am by: wesmarol

Drawing name: C:\Users\wsamalat\AppData\Local\Temp\MapPublish_3592\Starwood N14_sursketch.dwg SHEET 4 May 18, 2020 9:28am by: wsamalat

LEGAL DESCRIPTION
CONTINUED FROM PAGE 3

DISTANCE OF 75.00 FEET; THENCE S85°38'48"E, A DISTANCE OF 240.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S85°52'05"E, A DISTANCE OF 140.14 FEET; THENCE S61°09'26"E, A DISTANCE OF 48.32 FEET TO A POINT ON AFORESAID SOUTH LINE OF TRACT Q; THENCE N73°37'09"E, ALONG SAID SOUTH LINE, A DISTANCE OF 473.27 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S09°57'40"W, A DISTANCE OF 1348.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 01°41'03", A CHORD BEARING OF S78°13'21"W AND A CHORD DISTANCE OF 36.85 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.85 FEET TO THE END OF SAID CURVE; THENCE S12°37'11"E, A DISTANCE OF 90.00 FEET TO A POINT ON THE NORTH LINE OF TRACT T OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 18°30'01", A CHORD BEARING OF S68°07'49"W AND A CHORD DISTANCE OF 374.12 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF TRACT T AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 375.75 FEET TO THE POINT OF BEGINNING.

CONTAINING: 976,960 SQUARE FEET OR 22.43 ACRES, MORE OR LESS.

SHEET 4 OF 10


(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
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SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY FLORIDA



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BEACHLINE SOUTH RESIDENTIAL, LLC

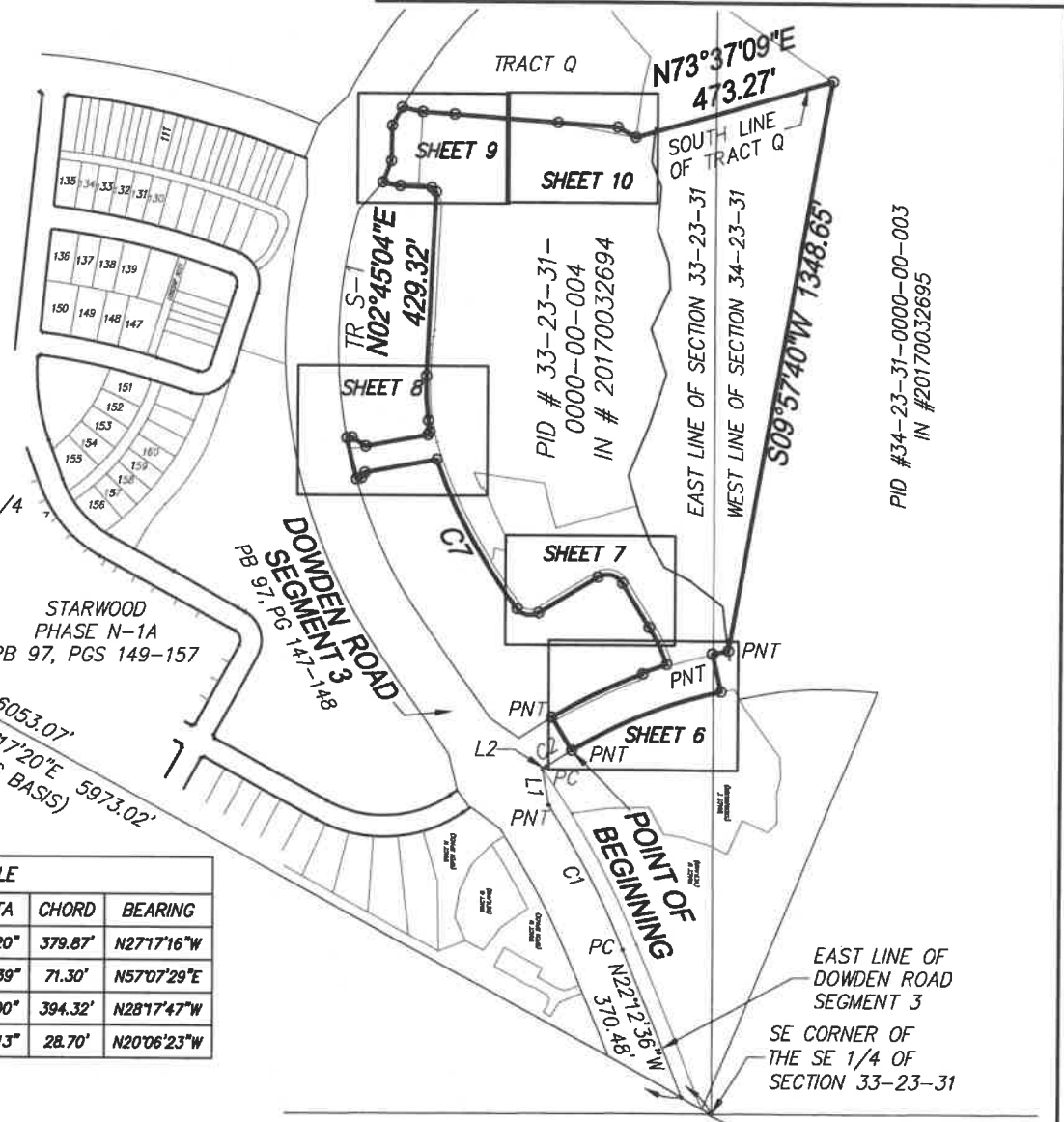
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REV DATE:

PROJ: 50097961
DRAWN BY: RDH
CHECKED BY: WDD



1 INCH = 400 FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N09°53'07"W	85.30'
L2	N55°22'10"E	9.55'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	380.37'	2145.98'	10°09'20"	379.87'	N27°17'16"W
C2	71.31'	1163.73'	03°30'39"	71.30'	N57°07'29"E
C7	395.96'	1252.28'	18°07'00"	394.32'	N28°17'47"W
C4	29.36'	40.00'	42°03'13"	28.70'	N20°06'23"W


SHEET 5 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 2-4 FOR DESCRIPTION OF SKETCH)

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SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
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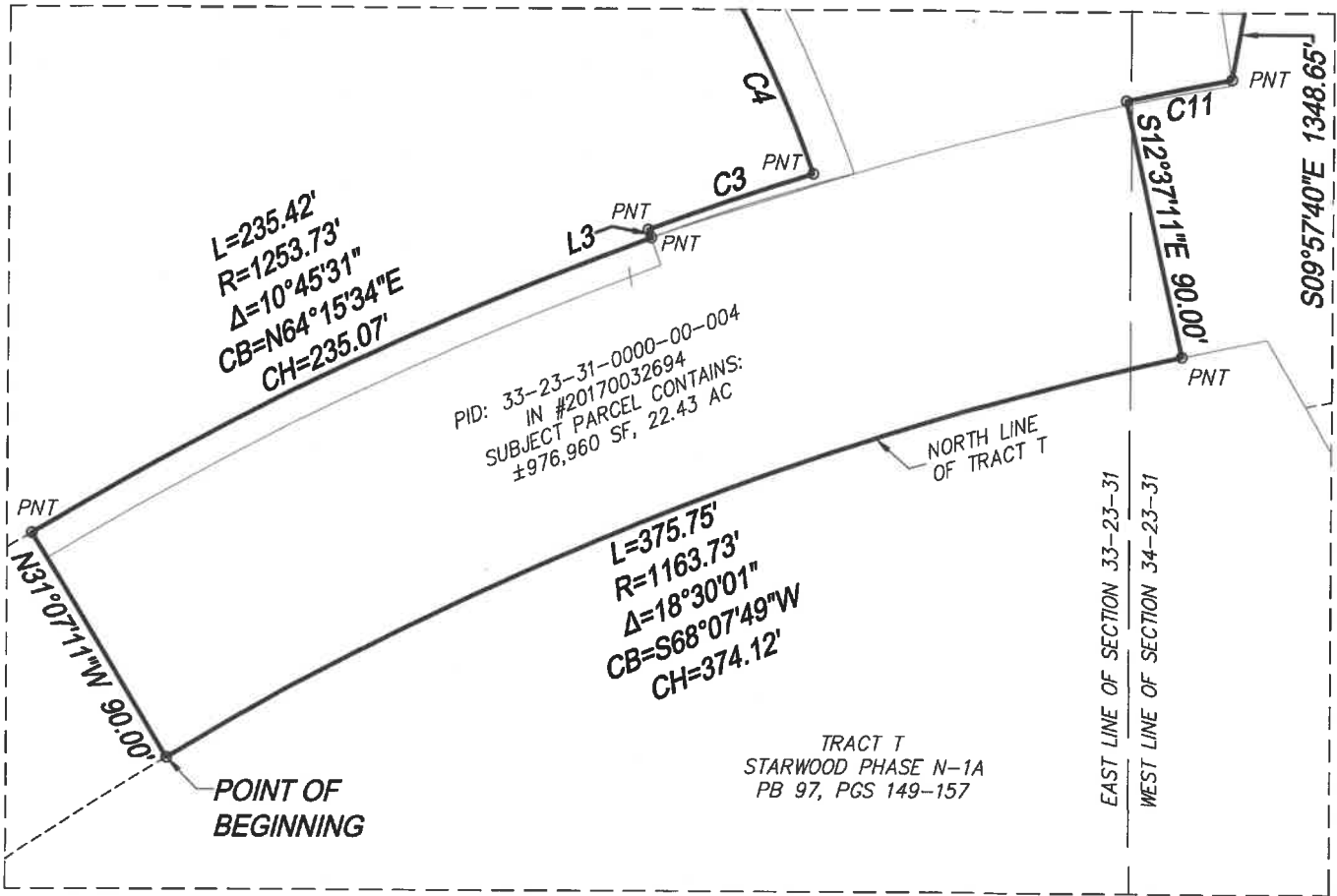
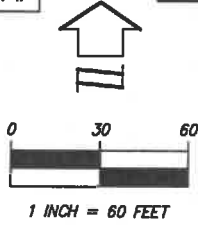
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RESIDENTIAL, LLC

DATE: 05/08/20
REV DATE:
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PROJ: 50097961
DRAWN BY: RDH
CHECKED BY: WDD

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C3	59.81'	1256.73'	02°43'36"	59.80'	N71°00'08"E
C4	95.70'	462.00'	11°52'06"	95.53'	N25°32'30"W
C11	36.85'	1253.73'	01°41'03"	36.85'	S78°13'21"W

LINE TABLE		
LINE	BEARING	LENGTH
L3	N20°21'40"W	3.00'



SHEET 6 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
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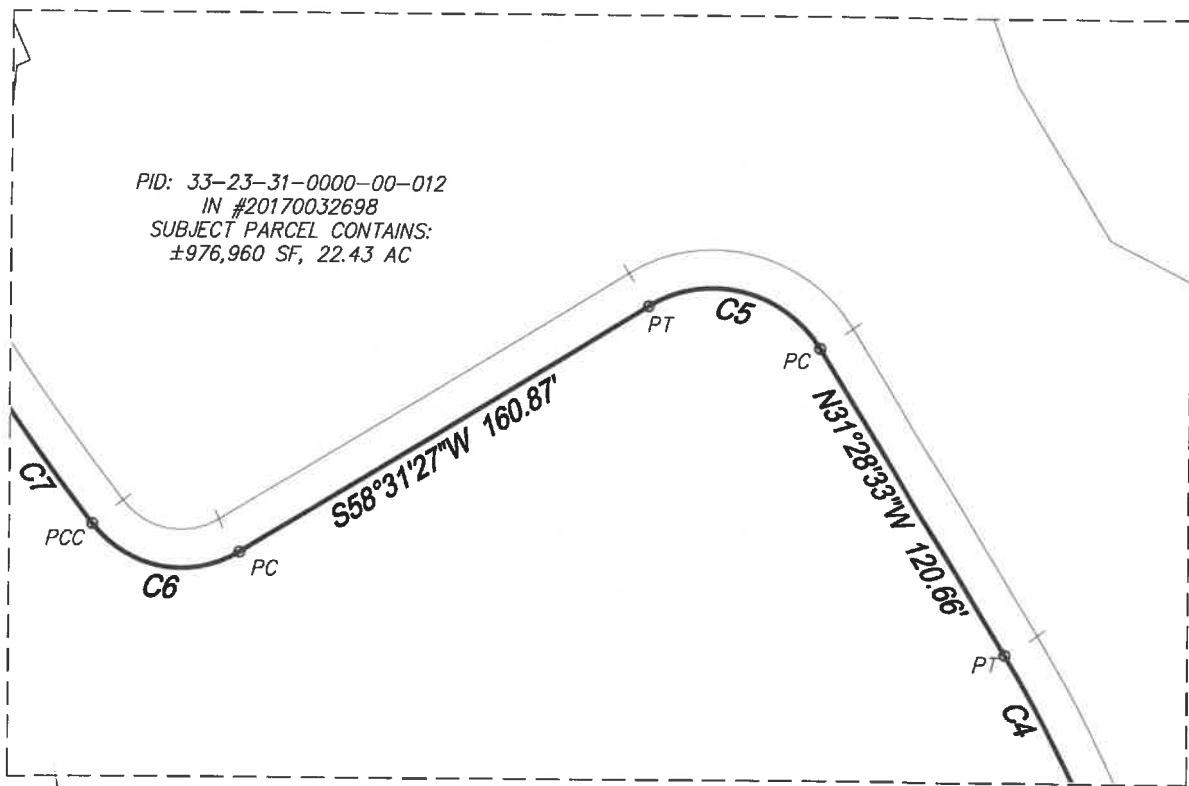
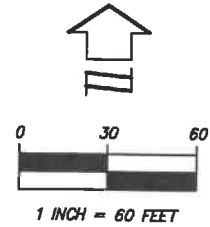
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C4	95.70'	462.00'	11°52'06"	95.53'	N25°32'30"W
C5	65.97'	42.00'	90°00'00"	59.40'	N76°28'33"W
C6	55.79'	38.00'	84°07'16"	50.91'	N79°24'55"W
C7	395.96'	1252.28'	18°07'00"	394.32'	N28°17'47"W



SHEET 7 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
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SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

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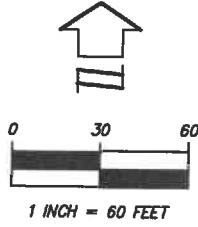
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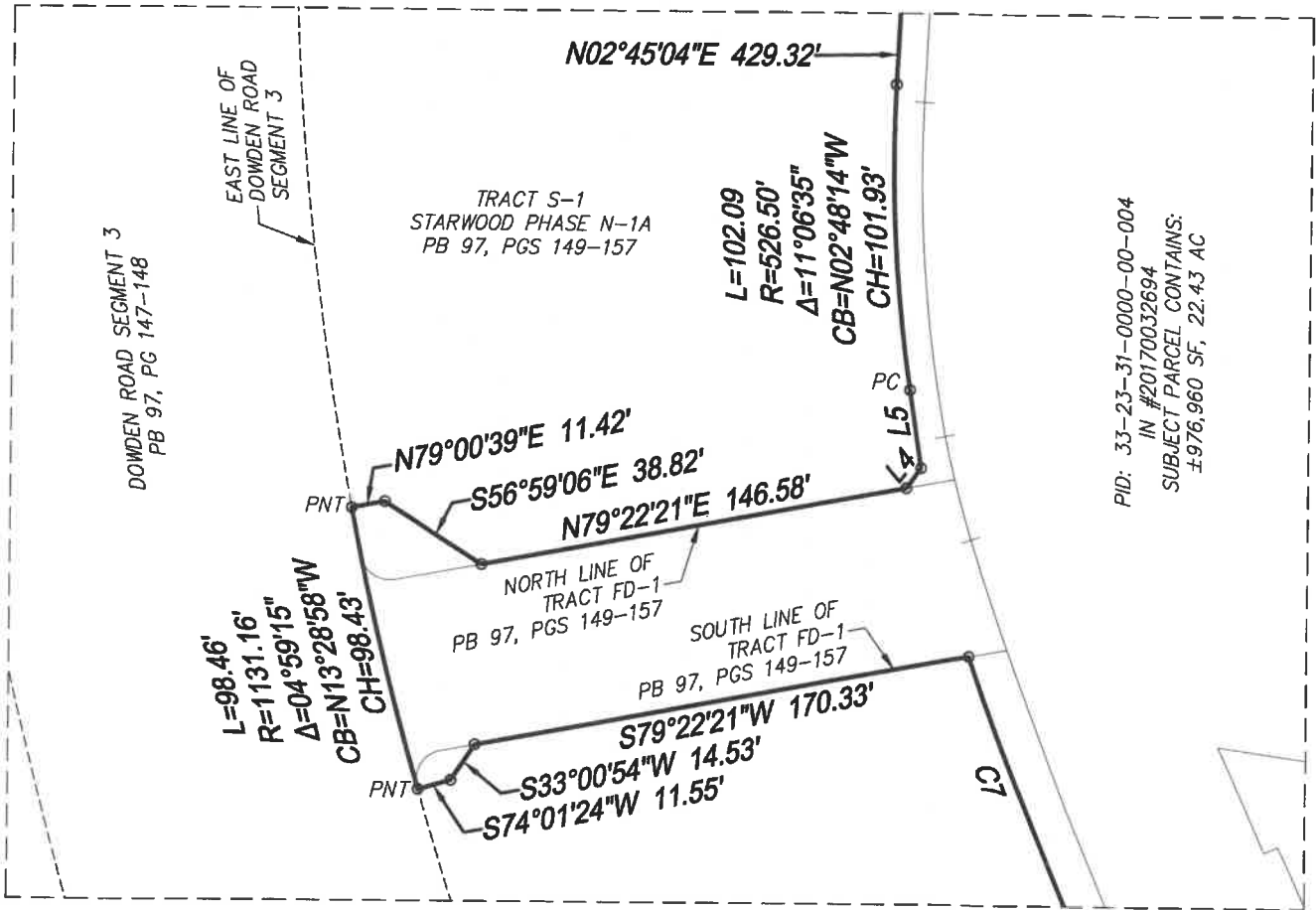
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C7	395.96'	1252.28'	18°07'00"	394.32'	N28°17'47"W



LINE TABLE		
LINE	BEARING	LENGTH
L4	N36°07'15"E	8.51'
L5	N08°33'56"W	28.83'



PID: 33-23-31-0000-00-004
 IN #20170032694
 SUBJECT PARCEL CONTAINS:
 ±976,960 SF, 22.43 AC

SHEET 8 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
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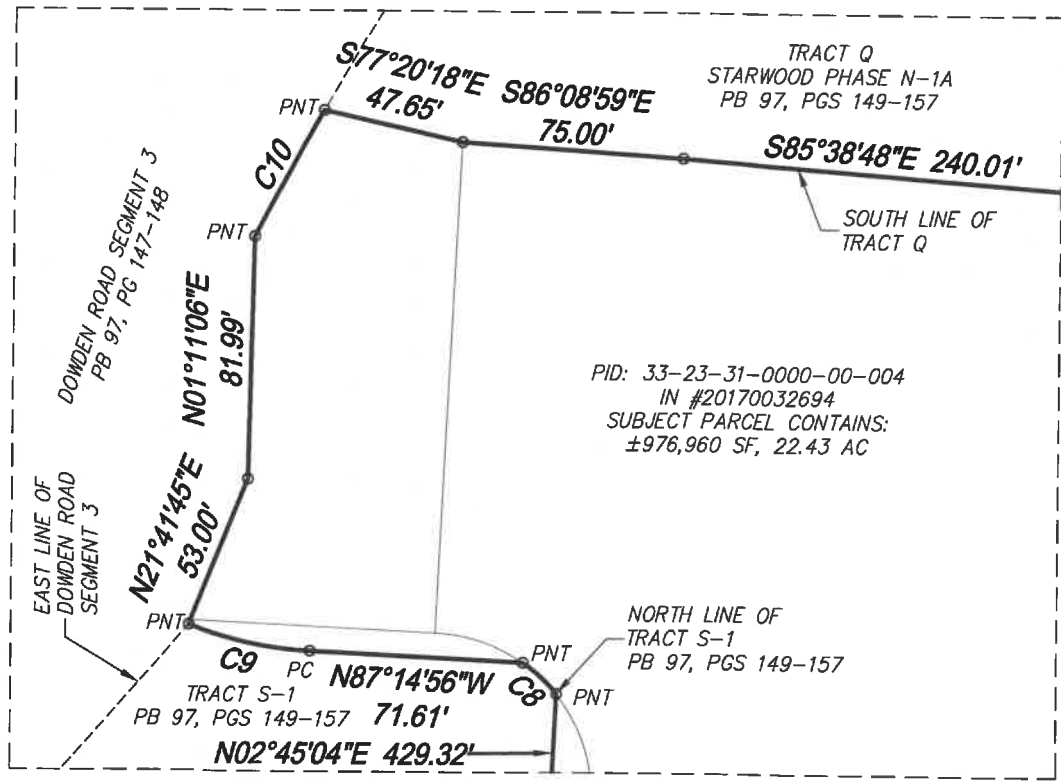
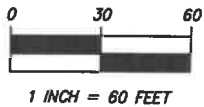
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 REV DATE:
 SCALE 1" = 60'

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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C8	15.43'	55.00'	16°04'43"	15.38'	N47°05'25"W
C9	41.83'	126.50'	18°56'41"	41.64'	N77°46'36"W
C10	48.48'	1131.16'	02°27'20"	48.48'	N28°09'47"E



SHEET 9 OF 10

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SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY FLORIDA

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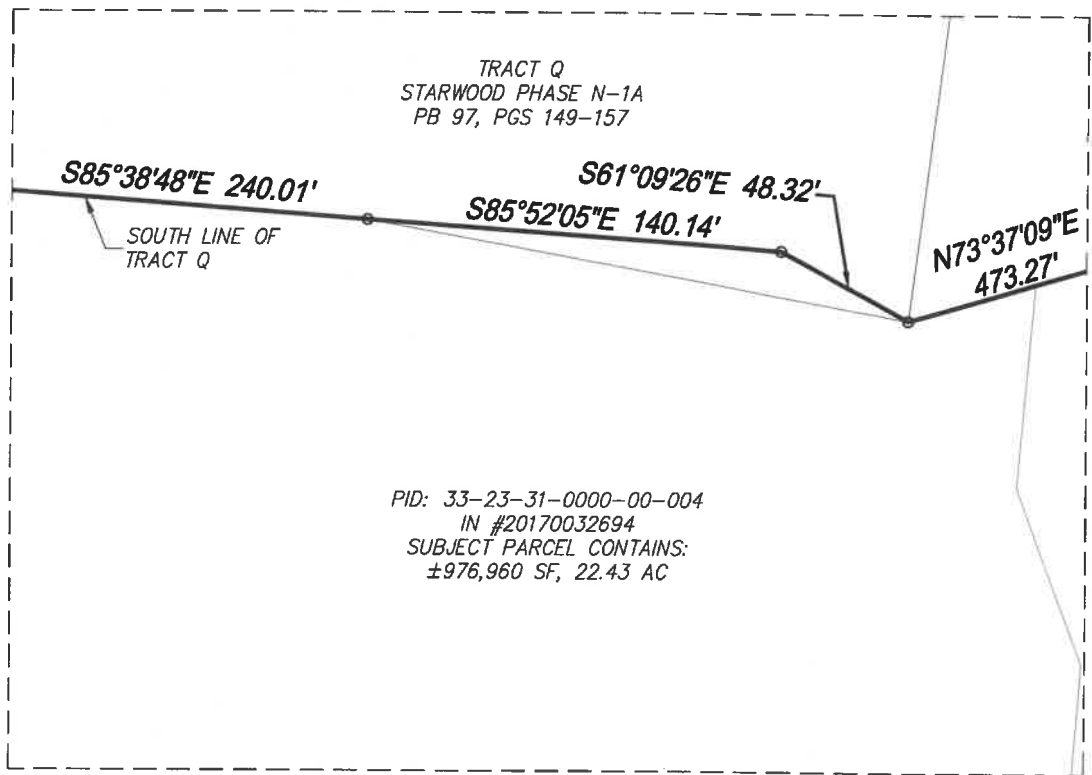
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1 INCH = 60 FEET



SHEET 10 OF 10

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SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

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PROJ: 50097961
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Exhibit F

Estimated Costs Summary

Dowden West Community Development District Phase 1-4 (N1-A, N1-B, N1-C, N-14, Dowden)

Improvement	Total
Utilities Systems	
Water System	\$ 2,113,101
Sanitary Sewer System	\$ 4,067,387
Reuse Water System	\$ 1,549,898
Stormwater Management System	\$ 4,372,925
Electrical Service Systems	\$ 1,183,812
Conservation Mitigation	\$ 43,422
Onsite Public Roadway Systems*	\$ 4,520,437
Offsite Public Roadway Systems *	\$ 1,240,361
Landscaping/Hardscaping/Irrigation	\$ 1,253,654
Parks and Recreational Areas**	\$ 3,429,840
Consulting Fees - Engineering & Attorneys	\$ 1,300,000
Subtotal Costs	\$ 25,074,834
Contingency (10%)	\$ 2,507,483
TOTAL ESTIMATED COSTS	\$ 27,582,318

Notes:

1. *Costs for offsite and some onsite roadways do not reflect reimbursement costs from the City of Orlando
2. **Costs for Parks/Rec Areas included Landscape/Hardscape/Irrigation but are primarily located within park, open space, or common tracts.
3. This estimate does not include developer improvements within the non-single family parcel developments.

Prepared by Dewberry Engineers Inc.

May-20

Version 5: 5/4/2020

SECTION B

**AMENDED AND RESTATED MASTER
ASSESSMENT METHODOLOGY - PHASES 1, 2, 3 & 4
(Assessment Area 1)**

**FOR
DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT**

Date: May 21, 2020

**Prepared by
Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



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1.0 Introduction

The Dowden West Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the "District"), as amended. The District currently includes approximately 736.28 acres planned for 1,446 residential units located within the City of Orlando, Florida. The District adopted a Master Engineer's Report dated June 15, 2017 prepared by Dewberry Engineer's, Inc. that estimates the total cost of the Capital Improvement Plan ("CIP") to be \$64,623,221 for the development of 1,446 residential units. The District previously defined Phases 1, 2 & 3 as Assessment Area 1 and is proposing to amend Assessment Area 1 to include Phases 1, 2, 3 & 4 lands within the boundaries of the District. The additional cost associated with the Phase 4 lands is \$2,383,408 which has been added to the CIP. The District plans to issue \$31,000,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing all or a portion of Assessment Area 1 (herein the "Series 2018 Project"), more specifically described in the Revised Master Engineer's Report dated May 21, 2020 prepared by Dewberry Engineers Inc. The Series 2018 Project represents a portion of the CIP required for the development of 623 residential units ("Development Program") located in Assessment Area 1. The Bonds will be secured by the levy of Series 2018 Debt Assessments. This Amended and Restated Master Assessment Methodology Report (the "Assessment Report") is meant to describe the addition of Phase 4 into Assessment Area 1 and to assign the Series 2018 Debt Assessments in the order the Phases/Tracts are platted, and to recognize the lots that are not assigned the Series 2018 Debt Assessments will be subject to future bond issues.

1.1 Purpose

This Assessment Report provides for an assessment methodology for allocating the Series 2018 Debt Assessments to be incurred by the District to benefiting properties within Assessment Area 1 of the District. The Assessment Report allocates the Series 2018 Debt Assessments to properties based on the special benefits each receives from the Series 2018 Project. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The Development Program consists of 623 residential units on 202.28 acres located within Assessment Area 1 of the District. The proposed Development Program is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The improvements contemplated by the District in the Series 2018 Project will provide facilities that specially benefit property within Assessment Area 1 of the District. The Series 2018 Project is delineated in the Supplemental Engineer's Report. Specifically, the District will construct and/or acquire the Water System, Sanitary Sewer System, Reuse Water System, Stormwater Management System, Underground of Electrical Service Systems, Conservation Mitigation, Onsite Public Roadway Systems, Offsite Public Roadway Systems, Landscaping/Hardscaping/Irrigation, and Parks and Recreation Areas. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the costs to implement the Series 2018 Project.
2. The District Engineer determines the assessable acres that benefit from the District's Series 2018 Project.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct Series 2018 Project.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property so benefitted, different in kind and degree than general benefits, for properties within it's borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Series 2018 Project enables properties within its boundaries to be developed. Without the District's Series 2018 Project, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's Series 2018 Project. However, these benefits will be incidental to the District's Series 2018 Project, which is designed solely to meet the needs of property within Assessment Area 1 of the District. Properties outside of Assessment Area 1 of the District boundaries do not depend upon the District's Series 2018 Project. The property owners within are therefore receiving special benefits not received by those outside of Assessment Area 1 of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Assessment Area 1 of the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Series 2018 Project that is necessary to support full development of property will cost approximately \$27,582,318. The District's Underwriter projects that financing costs required to fund a portion of the Series 2018 Project, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be \$31,000,000. Additionally, funding required to complete the Series 2018 Project is anticipated to be funded by Developer. Without the Series 2018 Project, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue \$31,000,000 in Bonds to fund the District's Series 2018 Project, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$31,000,000 in Series 2018 Debt Assessments to the properties benefiting from the Series 2018 Project.

Table 1 identifies the land uses as identified by the Developer and current landowners of the land within Assessment Area 1 of the District. The District has a proposed

Supplemental Engineer's Report for the Series 2018 Project needed to support the Development, these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Supplemental Engineer's Report and are estimated to cost \$27,582,318. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Series 2018 Project and related costs was determined by the District's Underwriter to total \$31,000,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt assessments is a continuous process until the Development Program is completed. The Series 2018 Project funded by District bonds benefits all developable acres within Assessment Area 1 of the District.

The initial Series 2018 Debt Assessments will be levied on an equal basis to all acres within Assessment Area 1 of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Assessment Area 1 of the District are benefiting from the improvements.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the Series 2018 Debt Assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Development Program will be completed and the Series 2018 Debt Assessments relating to the Bonds will be allocated to the planned Development within Assessment Area 1 of the District, which are the beneficiaries of the Series 2018 Project, as depicted in Table 5 and Table 6. The planned lots will be assigned the Series 2018 Debt Assessments in the order that they are platted. If there are lots remaining in Assessment Area 1 without Series 2018 Debt Assessments assigned when the Assessment Area 1 is fully platted, these lots will be subject to future bond issues and debt assessments. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

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

2.3 Allocation of Benefit

The Series 2018 Project consists of Water System, Sanitary Sewer System, Reuse Water System, Stormwater Management System, Undergrounding of Electrical Service Systems, Conservation Mitigation, Onsite Public Roadway Systems, Offsite Public Roadway Systems, Landscaping/Hardscaping/Irrigation, and Parks and Recreation Areas with related incidental costs. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits. In the event that developable lands that derive benefit from the Series 2018 Project are added to the District boundaries, whether by boundary amendment or increase in density, the special assessments will be allocated to such lands pursuant to the methodology described herein

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Series 2018 Project will provide several types of systems, facilities and services for its residents. These include a Water System, Sanitary Sewer System, Reuse Water System, Stormwater Management System, Undergrounding of Electrical Service Systems, Conservation Mitigation, Onsite Public Roadway Systems, Offsite Public Roadway Systems, Landscaping/Hardscaping/Irrigation, and Parks and Recreation Areas. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

For the provision of Series 2018 Project, the special and peculiar benefits are:

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

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's Series 2018 Project have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds to a level that will be supported by the new net annual debt service assessments will be required. In

the event that developable lands that derive benefit from the Series 2018 Project are added to the District boundaries, whether by boundary amendment or increase in density, the special assessments will be allocated to such lands pursuant to the methodology described herein.

4.0 Assessment Roll

The District will initially distribute the liens across the property within Assessment Area 1 of the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of Series 2018 Debt Assessments from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's Series 2018 Project will be distributed evenly across the acres within the District. As the development process occurs, the Series 2018 Debt Assessments will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

5.0 Additional Disclosure

Governmental Management Services-Central Florida, LLC ("GMS") is not acting or providing services to the District as a Municipal Advisor, Financial Advisor or providing investment advice. GMS has prepared this report based upon information provided by the District's Engineer and Investment Banker in a form that meets the requirements of levying Special Assessments in accordance with Florida Statutes.

**TABLE 1
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
AMENDED AND RESTATED MASTER METHODOLOGY - PHASES 1, 2, 3 & 4 (Assessment Area 1)**

Product Types	No. of Units*	ERUs per Unit (1)	Total ERUs	%
Townhomes	226	0.5	113	23%
Single Family - 40'	145	0.8	116	24%
Single Family -50'	197	1.00	197	40%
Single Family -60'	55	1.20	66	13%
Total Units	623		492	100%

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 2
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
AMENDED AND RESTATED MASTER METHODOLOGY - PHASES 1, 2, 3 & 4 (Assessment Area 1)**

Capital Improvement Plan ("CIP") (1)	Master Improvements	Series 2018 Project Phase 1, 2, 3 & 4	Balance to Complete
Water System	\$ 5,551,025	\$ 2,113,101	\$ 3,437,924
Sanitary Sewer System	\$ 8,652,715	\$ 4,067,387	\$ 4,585,328
Reuse Water System	\$ 5,361,403	\$ 1,549,898	\$ 3,811,505
Stormwater Management System	\$ 13,956,760	\$ 4,372,925	\$ 9,583,835
Electrical Service Systems	\$ 5,137,805	\$ 1,183,812	\$ 3,953,993
Conservation Mitigation	\$ 2,000,000	\$ 43,422	\$ 1,956,578
Onsite Public Roadways	\$ 6,587,250	\$ 4,520,437	\$ 2,066,813
Offsite Public Roadways	\$ 2,293,000	\$ 1,240,361	\$ 1,052,639
Landscaping/Hardscaping/Irrigation/Parks and Rec. areas	\$ 3,378,585	\$ 1,253,654	\$ 2,124,931
Parks and Recreational Areas	\$ 3,429,840	\$ 3,429,840	\$ 0
Consulting Fees	\$ 2,400,000	\$ 1,300,000	\$ 1,100,000
Contingencies (10%)	\$ 5,874,838	\$ 2,507,483	\$ 3,367,355
Total	\$ 64,623,221	\$ 27,582,318	\$ 37,040,903

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated May 21, 2020

TABLE 3
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
AMENDED AND RESTATED MASTER METHODOLOGY - PHASES 1, 2, 3 & 4 (Assessment Area 1)

Description	Total
Construction Funds*	\$ 26,153,348
Debt Service Reserve	\$ 2,006,802
Capitalized Interest	\$ 1,994,850
Underwriters Discount	\$ 620,000
Cost of Issuance	\$ 225,000
Contingency	\$ -
Par Amount**	\$ 31,000,000

Bond Assumptions:	
Average Coupon	5.50%
Amortization	30 years
Capitalized Interest	14 months
Debt Service Reserve (MADS)	\$ 2,006,802
Underwriters Discount	2%

*Represents maximum cost benefit based on product/unit mix planned in Assessment Area 1

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

**TABLE 4
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
AMENDED AND RESTATED MASTER METHODOLOGY - PHASES 1, 2, 3 & 4 (Assessment Area 1)**

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Master Improvement Costs Per Unit
Townhomes	433	0.5	216.5	17.81%	\$ 11,508,536	\$ 26,579
Single Family - 40'	358	0.8	286.4	23.56%	\$ 15,224,225	\$ 42,526
Single Family -50'	366	1	366	30.11%	\$ 19,455,539	\$ 53,157
Single Family -60'	289	1.2	346.8	28.53%	\$ 18,434,921	\$ 63,789
Totals	1,446		1,216	100.00%	\$ 64,623,221	

Product Types	No. of Units *	Maximum Cost Benefit Per Unit	Total		Variance **
			Improvements Costs Per Product Type	Series 2018 Project - Phase 1, 2, 3 & 4	
Townhomes	226	\$ 26,579	\$ 6,006,765	\$ 6,334,963	\$ 328,198
Single Family - 40'	145	\$ 42,526	\$ 6,166,236	\$ 6,503,148	\$ 336,912
Single Family -50'	197	\$ 53,157	\$ 10,471,971	\$ 11,044,140	\$ 572,169
Single Family -60'	55	\$ 63,789	\$ 3,508,376	\$ 3,700,067	\$ 191,691
Totals	623		\$ 26,153,348	\$ 27,582,318	\$ 1,428,970

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

** Represents portion of master improvements included in Series 2018 Project that will be financed by Developer, future series of bonds or Series 2018 Project in excess of Maximum Cost Benefit

TABLE 5
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER METHODOLOGY - PHASES 1, 2, 3 & 4 (Assessment Area 1)

Product Types	No. of Units *	Total Improvements		Allocation of Par Debt		Par Debt Per Unit
		Costs Per Unit	Per Product Type**	Per Product Type**	Per Product Type**	
Townhomes	226	\$ 26,579	\$ 7,119,919	\$ 7,119,919	\$ 31,504	
Single Family - 40'	145	\$ 42,526	\$ 7,308,943	\$ 7,308,943	\$ 50,407	
Single Family -50'	197	\$ 53,157	\$ 12,412,601	\$ 12,412,601	\$ 63,008	
Single Family -60'	55	\$ 63,789	\$ 4,158,537	\$ 4,158,537	\$ 75,610	
Totals	623		\$ 31,000,000	\$ 31,000,000		

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

** Estimated par debt needed to finance \$26,153,348, the Maximum Cost Benefit allocable to Assessment Area 1 based upon product/unit mix

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER METHODOLOGY - PHASES 1, 2, 3 & 4 (Assessment Area 1)

Product Types	No. of Units *	Allocation of Par		Total Par Debt Per Unit	Maximum Annual Debt Service**	Net Annual Debt		Gross Annual Debt	
		Debt Per Product Type**	Type**			Assessment Per Unit	Assessment Per Unit (1)		
Townhome	226	\$ 7,119,919	\$ 31,504	\$ 460,912	\$ 2,039	\$ 2,170	\$ 3,471	\$ 4,339	
Single Family - 40'	145	\$ 7,308,943	\$ 50,407	\$ 473,148	\$ 3,263	\$ 3,471	\$ 4,339	\$ 5,207	
Single Family - 50'	197	\$ 12,412,601	\$ 63,008	\$ 803,537	\$ 4,079	\$ 4,339	\$ 5,207	\$ 5,207	
Single Family - 60'	55	\$ 4,158,537	\$ 75,610	\$ 269,205	\$ 4,895	\$ 5,207	\$ 5,207	\$ 5,207	
Totals	623	\$ 31,000,000	\$ 31,000,000	\$ 2,006,802					

(1) This amount includes 6% collection fees and early payment discounts when collected on the Orange County Tax Bill

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

** Estimated par debt needed to finance \$26,153,348, the Maximum Cost Benefit allocable to Assessment Area 1 based upon product/unit mix

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
 PRELIMINARY ASSESSMENT ROLL

AMENDED AND RESTATED MASTER METHODOLOGY - PHASES 1, 2, 3 & 4 (Assessment Area 1)

Property*	Owner	Units	Type	Total Par Debt Allocation Per Acre/Unit	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
33-23-31-1996-00-010	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-020	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-030	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-040	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-050	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-060	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-070	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-080	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-090	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-100	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-110	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-120	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-130	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-140	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-150	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-160	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-170	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-180	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-190	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-200	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-210	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-220	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-230	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-240	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-250	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-260	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-270	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207

Property*	Owner	Units	Type	Total Par Debt Allocation Per Acre/Unit	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
33-23-31-1996-00-280	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-290	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-300	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-310	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-320	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-330	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-340	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-350	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-360	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-370	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-380	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-390	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-400	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-410	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-420	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-430	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-440	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-450	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-460	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-470	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-480	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-490	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-500	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-510	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207
33-23-31-1996-00-520	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-530	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-540	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-550	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-560	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-570	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-580	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339

Property*	Owner	Units	Type	Total Par Debt Allocation Per Acre/Unit	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
33-23-31-1996-00-590	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-600	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-610	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-620	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339
33-23-31-1996-00-630	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-640	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-650	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-660	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-670	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-680	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-690	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-700	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-710	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-720	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-730	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-740	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-750	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-760	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-770	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-780	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-790	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-800	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-810	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-820	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-830	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-840	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-850	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-860	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-870	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-880	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-890	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170

Property*	Owner	Units	Type	Total Par Debt Allocation Per Acre/Unit	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
33-23-31-1996-00-900	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-910	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-920	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-930	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-940	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-950	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-00-960	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-970	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-980	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-00-990	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-000	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-010	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-020	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-030	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-040	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-050	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-060	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-070	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-080	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-090	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-100	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-110	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-120	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-130	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-140	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-150	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-160	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-170	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-180	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-190	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170
33-23-31-1996-01-200	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170

Property*	Owner	Units	Type	Total Par Debt		Net Annual Debt		Gross Annual	
				Allocation Per Acre/Unit	Total Par Debt Allocated	Assessment Allocation	Debt Assessment Allocation (\$)		
33-23-31-1996-01-210	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170		
33-23-31-1996-01-220	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170		
33-23-31-1996-01-230	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170		
33-23-31-1996-01-240	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-250	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-260	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-270	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-280	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-290	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-300	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-310	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-320	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-330	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-340	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1996-01-350	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1997-01-360	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339		
33-23-31-1997-01-370	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339		
33-23-31-1997-01-380	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339		
33-23-31-1997-01-390	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207		
33-23-31-1997-01-400	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207		
33-23-31-1997-01-410	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339		
33-23-31-1997-01-420	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170		
33-23-31-1997-01-430	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170		
33-23-31-1997-01-440	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170		
33-23-31-1997-01-450	BEACHLINE SOUTH RESIDENTIAL LLC	1	TH	\$31,504	\$31,504	\$2,039	\$2,170		
33-23-31-1997-01-460	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		
33-23-31-1997-01-470	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339		
33-23-31-1997-01-480	BEACHLINE SOUTH RESIDENTIAL LLC	1	50	\$63,008	\$63,008	\$4,079	\$4,339		
33-23-31-1997-01-490	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207		
33-23-31-1997-01-500	BEACHLINE SOUTH RESIDENTIAL LLC	1	60	\$75,610	\$75,610	\$4,895	\$5,207		
33-23-31-1996-01-510	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471		

Property*	Owner	Units	Type	Total Par Debt Allocation Per Acre/Unit	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
33-23-31-1996-01-520	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-530	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-540	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-550	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-560	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-570	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-580	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-590	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-600	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-610	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-620	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
33-23-31-1996-01-630	BEACHLINE SOUTH RESIDENTIAL LLC	1	40	\$50,407	\$50,407	\$3,263	\$3,471
Total On Roll		163			\$8,556,504	\$553,910	\$589,266
		Net Acres					
Phase 2 (Portion of Village N-1B)		30.59		\$276,262	\$8,450,844	\$547,070	\$581,989
Phase 3 (Portion of Village N-1B)		28.22		\$276,262	\$7,796,103	\$504,685	\$536,899
Phase 4 (Village N-14)		22.43		\$276,262	\$6,196,549	\$401,137	\$426,741
Unplatted Lands		81.24		\$276,262	\$22,443,496	\$1,452,892	\$1,545,630
Total					\$31,000,000	\$2,006,802	\$2,134,896

(1) This amount includes 6% collection fees and early payment discounts when collected on the Orange County Tax Bill

Annual Assessment Periods	30
Average Coupon Rate (%)	5.50%
Maximum Annual Debt Service	\$2,006,802

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

The Following Legal Description represents Phases 1, 2, & 3

LEGAL DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN INSTRUMENT NO. 20170217494 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTIONS 33 AND 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S61°17'20"E, ALONG A LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1558.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN INSTRUMENT NO. 2017217494 AND THE POINT OF BEGINNING; THENCE N11°39'53"W ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN INSTRUMENT #20170217494, A DISTANCE OF 1468.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY LIMITED ACCESS RIGHT OF WAY PARCEL NUMBER 105 AS DESCRIBED IN OFFICIAL RECORDS BOOK 11002, PAGE 368 OF SAID PUBLIC RECORDS; SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF 01°32'43", A CHORD BEARING OF N66°49'30"E AND A CHORD DISTANCE OF 87.55 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 87.55 FEET TO THE END OF SAID CURVE; THENCE N65°56'36"E, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1535.96 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S24°03'24"E, A DISTANCE OF 1650.06 FEET; THENCE S20°17'54"E, A DISTANCE OF 54.23 FEET; THENCE S07°50'48"E, A DISTANCE OF 252.97 FEET TO A POINT ON A WESTERLY EXTENSION OF THE NORTH LINE OF PARCEL N1A-1 AS DESCRIBED IN INSTRUMENT NO. 20170032694 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2105.00 FEET, A CENTRAL ANGLE OF 29°32'33", A CHORD BEARING OF S83°04'31"E AND A CHORD DISTANCE OF 1073.38 FEET; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE, AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 1085.36 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL N1A-1, RUN S68°18'15"E, A DISTANCE OF 39.93 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN INSTRUMENT NO. 20170032697 OF SAID PUBLIC RECORDS; THENCE DEPARTING THE NORTH LINE OF SAID PARCEL N1A-1, RUN ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N46°50'58"E, A DISTANCE OF 91.88 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1256.16 FEET, A CENTRAL ANGLE OF 23°48'04", A CHORD BEARING OF N39°23'02"E AND A CHORD DISTANCE OF 518.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 521.82 FEET TO A POINT OF TANGENCY; THENCE N51°17'04"E, A DISTANCE OF 152.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN INSTRUMENT NO. 20170032697; THENCE S56°10'53"E, ALONG SAID NORTH LINE AND A SOUTHEASTERLY EXTENSION THEREOF, A DISTANCE OF 815.87 FEET; THENCE DEPARTING THE SOUTHEASTERLY EXTENSION OF SAID NORTH LINE, RUN S73°37'09"W, A DISTANCE OF 473.27 FEET; THENCE N79°36'16"W, A DISTANCE OF 185.14 FEET; THENCE N85°38'48"W, A DISTANCE OF 240.01 FEET; THENCE N86°08'59"W, A DISTANCE OF 75.00 FEET; THENCE S02°45'04"W, A DISTANCE OF 166.11 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 90°45'27", A CHORD BEARING OF S42°37'40"E AND A CHORD DISTANCE OF 78.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.12 FEET TO A POINT OF TANGENCY; THENCE S02°45'04"W, A DISTANCE OF 285.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 15°04'07", A CHORD BEARING OF S10°17'07"W AND A CHORD DISTANCE OF 14.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 15°04'07", A CHORD

(CONTINUED ON SHEET 2)

SHEET 2 OF 8

(SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**DOWDEN WEST CDD
PHASE 1**

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 06/26/18
REV DATE:
SCALE N/A

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

Drawing name: C:\Users\wesmond\lpp\pdate\local\temp\lcr\publish_5360\Project\Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 2 Jul 02, 2018 1:29pm dr. wesmond

CONTINUED FROM SHEET 1:

BEARING OF S10°17'07"W AND A CHORD DISTANCE OF 17.05 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.09 FEET TO THE POINT OF TANGENCY; THENCE S02°45'04"W, A DISTANCE OF 81.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 13°27'55", A CHORD BEARING OF S03°58'54"E AND A CHORD DISTANCE OF 113.72 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 113.98 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 06°47'46", A CHORD BEARING OF S14°06'45"E AND A CHORD DISTANCE OF 36.16 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.18 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1239.28 FEET, A CENTRAL ANGLE OF 19°50'39", A CHORD BEARING OF S27°25'57"E AND A CHORD DISTANCE OF 427.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 429.22 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF S79°24'55"E AND A CHORD DISTANCE OF 33.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.70 FEET TO THE POINT OF TANGENCY; THENCE N58°31'27"E, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S76°28'33"E AND A CHORD DISTANCE OF 77.78 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 86.39 FEET TO THE POINT OF TANGENCY; THENCE S31°28'33"E, A DISTANCE OF 120.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 12°23'38", A CHORD BEARING OF S25°16'44"E AND A CHORD DISTANCE OF 102.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 767.20 FEET, A CENTRAL ANGLE OF 05°26'12", A CHORD BEARING OF S72°02'22"W AND A CHORD DISTANCE OF 72.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.80 FEET TO THE END OF SAID CURVE; THENCE S20°40'44"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 758.71 FEET, A CENTRAL ANGLE OF 00°51'39", A CHORD BEARING OF S68°53'29"W AND A CHORD DISTANCE OF 11.40 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 11.40 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1243.73 FEET, A CENTRAL ANGLE OF 10°14'10", A CHORD BEARING OF S63°59'53"W AND A CHORD DISTANCE OF 221.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 222.20 FEET TO THE END OF SAID CURVE; THENCE S31°07'11"E, A DISTANCE OF 80.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 19°58'10", A CHORD BEARING OF N68°51'54"E AND A CHORD DISTANCE OF 403.55 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 405.60 FEET TO THE END OF SAID CURVE; THENCE S29°41'27"E, A DISTANCE OF 26.40 FEET; THENCE N79°18'24"E, A DISTANCE OF 70.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 06°31'26", A CHORD BEARING OF N82°34'07"E AND A CHORD DISTANCE OF 59.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.78 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1142.73 FEET, A CENTRAL ANGLE OF 09°42'42", A CHORD BEARING OF S89°18'50"E AND A CHORD DISTANCE OF 193.46 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 193.69 FEET TO THE END OF SAID CURVE; THENCE S22°22'30"W, A DISTANCE OF 1056.06 FEET; THENCE N61°17'20"W, A DISTANCE OF 4469.85 FEET TO THE POINT OF BEGINNING.

CONTAINING: 7,825,891 SQUARE FEET OR 179.658 ACRES, MORE OR LESS.

SHEET 3 OF 8

(SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD
PHASE 1

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

BEACHLINE SOUTH
RESIDENTIAL, LLC

DATE: 06/26/18
REV DATE:
SCALE N/A

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

Drawing name: C:\Users\wesamadi\appdata\local\temp\1c4cPublish_5360\Project\Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 3 Jul 02, 2018 1:29pm Dr: wesamadi

The Following Legal Description represents Phase 4 (Village N-14)

LEGAL DESCRIPTION

A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, AND A PORTION OF TRACTS S-1, S-2, FD-1, FD-2, AND Q OF STARWOOD PHASE N-1A ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 149 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S61°17'20"E, ALONG THAT CERTAIN LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 5973.02 FEET TO A POINT ON THE EAST LINE OF DOWDEN ROAD SEGMENT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 147 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, THE FOLLOWING FIVE (5) COURSES: N22°12'36"W, A DISTANCE OF 370.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2145.98 FEET, A CENTRAL ANGLE OF 10°09'20", A CHORD BEARING OF N27°17'16"W AND A CHORD DISTANCE OF 379.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 380.37 FEET TO THE END OF SAID CURVE; THENCE N09°53'07"W, A DISTANCE OF 85.30 FEET; THENCE N55°22'10"E, A DISTANCE OF 9.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 03°30'39", A CHORD BEARING OF N57°07'29"E AND A CHORD DISTANCE OF 71.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 71.31 FEET TO THE END OF SAID CURVE; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N31°07'11"W, A DISTANCE OF 90.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 10°45'31", A CHORD BEARING OF N64°15'34"E AND A CHORD DISTANCE OF 235.07 FEET; THENCE DEPARTING SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.42 FEET TO THE END OF SAID CURVE; THENCE N20°21'40"W, A DISTANCE OF 3.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1256.73 FEET, A CENTRAL ANGLE OF 02°43'36", A CHORD BEARING OF N71°00'08"E AND A CHORD DISTANCE OF 59.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.81 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 462.00 FEET, A CENTRAL ANGLE OF 11°52'06", A CHORD BEARING OF N25°32'30"W AND A CHORD DISTANCE OF 95.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.70 FEET TO THE END OF SAID CURVE; THENCE N31°28'33"W, A DISTANCE OF 120.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N76°28'33"W AND A CHORD DISTANCE OF 59.40 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.97 FEET TO THE END OF SAID CURVE; THENCE S58°31'27"W, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 38.00 FEET, A

SHEET 2 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 05/08/20
REV DATE:

PROJ: 50097961
DRAWN BY: RDH
CHECKED BY: WDD

LEGAL DESCRIPTION

CONTINUED FROM PAGE 2

CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF N79°24'55"W AND A CHORD DISTANCE OF 50.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1252.28 FEET, A CENTRAL ANGLE OF 18°07'00", A CHORD BEARING OF N28°17'47"W AND A CHORD DISTANCE OF 394.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.96 FEET TO A POINT ON THE SOUTH LINE OF TRACT FD-1 OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE S79°22'21"W, ALONG SAID SOUTH LINE, A DISTANCE OF 170.33 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S33°00'54"W, A DISTANCE OF 14.53 FEET; THENCE S74°01'24"W, A DISTANCE OF 11.55 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 04°59'15", A CHORD BEARING OF N13°28'58"W AND A CHORD DISTANCE OF 98.43 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 98.46 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST LINE, RUN N79°00'39"E, A DISTANCE OF 11.42 FEET; THENCE S56°59'06"E, A DISTANCE OF 38.82 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT FD-1; THENCE N79°22'21"E, ALONG SAID NORTH LINE, A DISTANCE OF 146.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N36°07'15"E, A DISTANCE OF 8.51 FEET; THENCE N08°33'56"W, A DISTANCE OF 28.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.50 FEET, A CENTRAL ANGLE OF 11°06'35", A CHORD BEARING OF N02°48'14"W AND A CHORD DISTANCE OF 101.93 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.09 FEET TO THE END OF SAID CURVE; THENCE N02°45'04"E, A DISTANCE OF 429.32 FEET TO A POINT ON THE NORTH LINE OF TRACT S-1 OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 16°04'43", A CHORD BEARING OF N47°05'25"W AND A CHORD DISTANCE OF 15.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH LINE OF TRACT S-1, A DISTANCE OF 15.43 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTH LINE, RUN N87°14'56"W, A DISTANCE OF 71.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 126.50 FEET, A CENTRAL ANGLE OF 18°56'41", A CHORD BEARING OF N77°46'36"W AND A CHORD DISTANCE OF 41.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.83 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3 AND THE END OF SAID CURVE; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N21°41'45"E, A DISTANCE OF 53.00 FEET; THENCE N01°11'06"E, A DISTANCE OF 81.99 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 02°27'20", A CHORD BEARING OF N28°09'47"E AND A CHORD DISTANCE OF 48.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT Q OF SAID STARWOOD PHASE N-1A AND A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EAST LINE OF DOWDEN ROAD SEGMENT 3 RUN, ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: S77°20'18"E, A DISTANCE OF 47.65 FEET; THENCE S86°08'59"E, A

SHEET 3 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 05/08/20
REV DATE:

PROJ: 50097961
DRAWN BY: RDH
CHECKED BY: WDD

Drawing name: C:\Users\wesmaldot\AppData\Local\Temp\MicrPublish...5992\Starwood N14 sur sketch.dwg SHEET 3 May 18, 2020 9:28am by: wesmaldot

LEGAL DESCRIPTION

CONTINUED FROM PAGE 3

DISTANCE OF 75.00 FEET; THENCE S85°38'48"E, A DISTANCE OF 240.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S85°52'05"E, A DISTANCE OF 140.14 FEET; THENCE S61°09'26"E, A DISTANCE OF 48.32 FEET TO A POINT ON AFORESAID SOUTH LINE OF TRACT Q; THENCE N73°37'09"E, ALONG SAID SOUTH LINE, A DISTANCE OF 473.27 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S09°57'40"W, A DISTANCE OF 1348.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 01°41'03", A CHORD BEARING OF S78°13'21"W AND A CHORD DISTANCE OF 36.85 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.85 FEET TO THE END OF SAID CURVE; THENCE S12°37'11"E, A DISTANCE OF 90.00 FEET TO A POINT ON THE NORTH LINE OF TRACT T OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 18°30'01", A CHORD BEARING OF S68°07'49"W AND A CHORD DISTANCE OF 374.12 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF TRACT T AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 375.75 FEET TO THE POINT OF BEGINNING.

CONTAINING: 976,960 SQUARE FEET OR 22.43 ACRES, MORE OR LESS.

SHEET 4 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

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Drawing name: C:\Users\wsamaldot\AppData\Local\Temp\AcPublish\Local\temp\AcPublish_3592\Starwood N14_sursketch.dwg SHEET 4 May 18, 2020 9:28am by: wsamaldot

SECTION D

RESOLUTION 2020-08

A RESOLUTION AUTHORIZING AND CONFIRMING THE PROJECT; EQUALIZING, APPROVING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY, KNOWN AS “PHASE 4” OF SERIES 2018 ASSESSMENT AREA 1, SPECIALLY BENEFITED BY SUCH PROJECT TO PAY THE COSTS THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHOD PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR RECORDING OF AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*.

SECTION 2. DISTRICT AUTHORITY AND PREVIOUS ACTIONS.

A. The Dowden West Community Development District (the “**District**”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes.

B. The District is authorized under Chapter 190, Florida Statutes, to construct roads, water management and control facilities, water and wastewater systems and other public infrastructure projects to serve lands within the District.

C. The District previously adopted the Dowden West Community Development District Supplemental Engineer’s Report 2018, dated October 18, 2018, as amended on May 21, 2020 and as may be amended from time to time (the “**Amended Engineer’s Report**”), describing the updated capital improvement program to be constructed and/or acquired by the District, including improvements within “Phase 4” in Series 2018 Assessment Area 1 (the “**Project**”).

D. The District is authorized by Chapter 170, Florida Statutes, to levy special assessments to pay all, or any part of, the cost of the Project and to issue special assessment revenue bonds payable from such special assessments as provided in Chapters 190 and 170, Florida Statutes.

SECTION 3. FINDINGS. The District’s Board of Supervisors (the “**Board**”) hereby finds and determines as follows:

A. It is necessary to the public safety and welfare, and to comply with applicable governmental requirements, that (i) the District provide the Project, the nature and location of which is described in the plans and specifications on file at the District Manager's office at 219 East Livingston Street, Orlando, Florida 32801; (ii) the cost of such Project be assessed against the lands specially benefited by such projects; and (iii) the District issue bonds to provide funds for such purposes, pending the receipt of such special assessments.

B. The provisions of said infrastructure projects, the levying of such special assessments and the sale and issuance of such bonds serves a proper, essential and valid public purpose.

C. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of such special assessments, it is necessary for the District to sell and issue its not-to-exceed \$6,196,549 Dowden West Community Development District Special Assessment Revenue Bonds in one or more series ("**Bonds**").

D. In Resolution 2020-06 the Board determined to provide the Project and to defray the cost thereof by making special assessments on benefited property and expressed an intention to issue the Bonds to provide the funds needed for the Project prior to the collection of such special assessments. Resolution 2020-06 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time the same was adopted, the requirements of Section 170.04, *Florida Statutes* had been complied with.

E. As directed by Resolution 2020-06, said resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the District Manager.

F. As directed by Resolution 2020-06, a preliminary assessment roll was prepared and filed with the Board as required by Section 170.06, *Florida Statutes*.

G. The Board, by Resolution 2020-06, approved and adopted the Amended Engineer's Report and the Amended and Restated Master Assessment Methodology – Phases 1, 2, 3 & 4 (Assessment Area 1), dated May 21, 2020 ("**Amended Assessment Report**"), collectively attached hereto and incorporated herein as **Exhibit "A."**

H. As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2020-07 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefor, and (iv) the amount thereof to be assessed against each parcel of specially benefited property and providing for the mailing and publication of notice of such public hearing.

I. Notice of such public hearing has been given by publication and by delivery as required by Section 170.07, *Florida Statutes*, and affidavits as to such publication and delivery are on file in the office of the Secretary of the Board.

J. At the time and place specified in the resolution and notice referred to in paragraph (I) above, the Board met as an Equalization Board, conducted such public hearing and heard and considered all complaints as to the matters described in paragraph (I) above and, based thereon, has made such modifications (if any) in the preliminary assessment roll as it deems desirable at this time.

K. Having considered any revised costs of the Project, any revised estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District finds and determines:

(i) that the estimated costs of the Project are as specified in the Amended Engineer's Report, and the amount of such costs is reasonable and proper; and

(ii) that it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the methods determined by the Board as set forth in the Amended Assessment Report, which result in special assessments set forth on an assessment roll contained in the Amended Assessment Report and herein adopted by the Board, and which roll will be supplemented and amended by the Board when properties are platted and when final project costs, structure and interest rate on the Bonds to be issued by the District are established; and

(iii) that the Project will constitute a special benefit to all parcels of real property listed on said assessment roll and that the benefit, in the case of each such parcel, will be in excess of the special assessment thereon; and

(iv) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Amended Assessment Report in order to ensure that all parcels of real property benefiting from the Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due; and

(v) it is desirable that the special assessments be paid and collected as herein provided.

SECTION 4. AUTHORIZATION OF THE PROJECT. The Project, as more specifically described by the Amended Engineer's Report and the plans and specifications on file with the District Manager, are hereby confirmed, authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Bonds.

SECTION 5. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project, and the costs to be paid by special assessments on all specially benefited property, are set forth in **Exhibit "A."**

SECTION 6. APPROVAL AND CONFIRMATION OF AMENDED ASSESSMENT REPORT. The Amended Assessment Report is hereby adopted, approved and confirmed by the Board acting in its capacity as an Equalization Board. The special assessment or assessments against each respective parcel to be shown on the assessment roll and interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid; such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. FINALIZATION OF SPECIAL ASSESSMENTS. When all of the Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. The District shall credit to each special assessment for the Project the difference between the special assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the projects, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no discount shall be granted or credit given for any part of the payee's proportionate share of any actual bond financing costs, such as capitalized interest, funded reserves or bond discount included in the estimated cost of any such improvements. Such credits, if any, shall be entered in the District's Improvement Lien Book. Once the final amount of special assessments for all of the Project improvements have been determined, the term "special assessment" shall, with respect to each benefited parcel, mean the sum of the costs of the Project.

SECTION 8. PAYMENT AND PREPAYMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

A. All non-ad valorem special assessments shall be payable in no more than thirty (30) annual installments which shall include interest (excluding any capitalized interest period), calculated in accordance with the Amended Assessment Report. All special assessments collected utilizing the uniform method of collection shall be levied in the amount determined in the first sentence of this paragraph divided by 1 minus the sum of the percentage cost of collection, necessary administrative costs and the maximum allowable discount for the early payment of taxes (currently a total of four percent (4%), as may be amended from time to time by Orange County and by changes to Florida Statutes and implementing regulations, if any).

B. The District hereby may elect, under its charter and Section 197.3631, *Florida Statutes*, to use the method of collecting special assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes*. The District has heretofore timely taken, or will timely take, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*, and applicable rules adopted pursuant thereto to elect to use this method; and, if required, the District shall enter into a written agreement with the Property Appraiser and/or Tax Collector of Orange County in compliance therewith. Such non-ad valorem special assessments shall be subject to all of the collection provisions of Chapter 197, *Florida Statutes*.

C. Notwithstanding the foregoing, the District reserves the right under Section 197.3631, *Florida Statutes*, to collect its non-ad valorem special assessments pursuant to Chapter

170, *Florida Statutes*, and to foreclose its non-ad valorem special assessment liens as provided for by law.

D. All special assessments may be prepaid in whole or in part at any time by payment of an amount equal to the principal amount of such prepayment plus interest accrued at the interest rate on the Bonds and in the amount sufficient to pay interest on the Bonds on the next interest payment date which occurs at least **45 days** after such prepayment and to the next succeeding interest payment date if such prepayment is less than **45 days** from the next interest payment date. All special assessments are also subject to prepayment in the amounts and at the times set forth in Chapter 170, *Florida Statutes*; provided, however, that the owner of land subject to special assessments may elect to waive such statutory right of prepayment.

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

SECTION 10. ASSESSMENT NOTICE. The District Manager is hereby directed to record a general Notice of Assessments in the Official Records of Orange County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

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

[Remainder of Page Intentionally Left Blank]

APPROVED AND ADOPTED this _____ day of July, 2020.

ATTEST:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

By: _____
George Flint, Secretary
Secretary

By: _____
Print: _____
Chairman / Vice Chairman

EXHIBIT “A”

**Amended and Restated Master Assessment Methodology – Phases 1, 2, 3 & 4
(Assessment Area 1)
(dated May 21, 2020)**

**Dowden West Community Development District Supplemental Engineer’s Report 2018
(dated May 21, 2020)**

SECTION VII

LANDSCAPE MAINTENANCE AGREEMENT
(DOWDEN WEST CDD)

THIS LANDSCAPE MAINTENANCE AGREEMENT (“Agreement”), effective as of the 1st day of October, 2019 (the “Effective Date”), between the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability company (hereinafter referred to as “Contractor”), whose mailing address is P.O. Box 849, Bunnell, Florida 32110.

W I T N E S S E T H:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** The Agreement consists of this Landscape Maintenance Agreement with Exhibits “A” and “B,” attached hereto. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. In the event of any conflict between the terms herein and Exhibit “A” and/or Exhibit “B” attached hereto, the terms herein shall prevail (without the conflicting Exhibit term[s]). The Agreement may be amended or modified only as set forth below in Article 14.

(b) **Services.** The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit “A” and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. **SCOPE OF WORK.**

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in Exhibits “A” and “B” attached hereto and incorporated herein by reference. As further described in Exhibit “A,” the Services to be performed include monthly maintenance; forty-eight (48) visits and forty-two (42) cuts annually; fertilization; and a monthly irrigation inspection. The Services shall be performed on Dowden Road, as further described by the map attached hereto as Exhibit “B.” Areas to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, are applicable to the Services:

- i. Exhibit "A," Proposal; and
- ii. Exhibit "B," Map.

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services immediately upon receipt of a Notice to Proceed sent by the District Manager, as defined below, and shall perform the same in accordance with any schedules set forth in the Agreement.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay the Contractor for the Services pursuant to Exhibit "A." However, before payment is required to be made to the Contractor for the Services, the District requires and shall have the right of an inspection to accept or deny the sufficiency of the Contractor's work.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2. Should this occur, a revised Scope of Work will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify

additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. The term of this Agreement commences on the Effective Date and shall proceed until the completion of the Services in accordance with the Proposal, attached as Exhibit "A," as determined by the sole reasonable satisfaction of the District which shall be evidenced by the written approval of the District.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: DOWDEN WEST COMMUNITY DEVELOPMENT
 DISTRICT
 c/o GMS-CFL, LLC

219 E. Livingston Street
Orlando, Florida 32801
Attn.: George Flint, District Manager

Copy to: LATHAM, LUNA, EDEN & BEAUDINE, LLP
111 N. Magnolia Ave, Suite 1400
Orlando, Florida 32801
Attn.: Jan Albanese Carpenter, District Counsel

If to Contractor: Yellowstone Landscape-Southeast, LLC
P.O. Box 849
Bunnell, Florida 32110
Attn.: Kevin Ackman

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Lee County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such

party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**SIGNATURE PAGE TO
LANDSCAPE MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

DISTRICT:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Chairman /Vice-Chair, Board of Supervisors

CONTRACTOR:

**YELLOWSTONE LANDSCAPE-
SOUTHEAST, LLC**, a Florida limited
liability company

By: _____
Print: _____
Title: _____

EXHIBIT "A"

PROPOSAL

[ATTACHED]



YELLOWSTONE
LANDSCAPE

Landscape Management Agreement

Client Name/Billing Address:

Dowden West CDD
C/o GMS Management of Central Florida
219 E Livingston Street
Orlando, FL 32801

Property Contact:

George Flint/William Viasalyers

Tel: (407) 841-5524

Email: gflint@gmscfl.com

Effective Date: 7/1/20

Expiration Date: 6/30/20

Initial Term: 12 months

Property Name/Address:

Dowden West CDD Segments 3 & 4
Dowden Road
Orlando, FL 32832

Contractor:

Yellowstone Landscape – Southeast, LLC
(d/b/a Yellowstone Landscape)
(d/b/a Austin Outdoor)
PO Box 849
Bunnell, FL 32110

Branch Office Contact:

Kevin Ackman

Tel: 407-929-3062

Email: Kackman@yellowstonelandscape.com

Scope of Services:

The Client agrees to engage Yellowstone Landscape – Southeast, LLC (d/b/a Yellowstone Landscape) (d/b/a Austin Outdoor) to provide the Services and work described in the attached Exhibit(s) A & B.

Compensation Schedule:

The contract sum of (\$33,204.00) per year shall be due and payable in monthly payments of (\$2,767.00). There are two ponds in this section that are not included. On map as Pond 1 and Pond 2

-Includes the Following:

- Monthly Maintenance
- 48 visits per year, 42 cuts per year
- Fertilization program
- monthly irrigation inspection

THE TERMS AND CONDITIONS ON PAGE 2 AND THE EXHIBITS ATTACHED HERETO CONSTITUTE PART OF THIS AGREEMENT.

PRESENTED BY:

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC
(d/b/a Yellowstone Landscape)
(d/b/a Austin Outdoor)

ACCEPTED BY:

CLIENT

By/Date: _____
Josh Cochran, Branch Manager

By/Date: _____

Printed Name/Title _____

____ Owner ____ Agent

TERMS AND CONDITIONS

Segments 3 & 4 Dowden Rd

1/11/19

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape – Southeast, LLC's (d/b/a Yellowstone Landscape) (d/b/a Austin Outdoor) (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 2.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to:

Yellowstone Landscape – Southeast, LLC
PO Box 101017
Atlanta, GA 30392-1017

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, FL for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, FL. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, FL.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- Worker's Compensation Insurance with statutory limits;
- Employer's Liability Insurance with limits of not less than \$1,000,000;
- Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

EXHIBIT "B"

MAP

[ATTACHED]



SECTION VIII

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. # 629451 OUC Account # 3388289887

Project Name: Meridian Park Ph 1A

Customer/Account Name Dowden West CDD

Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:

Investment \$1615.47 Maintenance \$242.25 Fuel & Energy X

(77) 17' Poles
(8) Arms
(85) Fixtures*

* (85 fixtures split with City)

Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:

Investment \$1706.24 Maintenance \$242.25 Fuel & Energy X

(77) 17' Poles
(8) Arms
(85) Fixtures*

* (76 fixtures split with City)

Authorized OUC Representative


Signature: _____

Printed Name: X _____

Title: X _____

Date: X _____

Authorized Customer Representative

Signature:  _____

Printed Name: RALPH CHARLES BELL _____

Title: CHAIRMAN, BOARD OF SUPERVISORS _____

Date: 06-04-2020 _____

SECTION IX

**DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

The undersigned, a Responsible Officer of the Dowden West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2018, as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number; 4
- (B) Name of Payee; Dewberry Engineers, Inc.
- (C) Amount Payable; \$4,387.50
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoices: 1757509, 1776886, 1780422, 1792065 – Construction Engineering Services
- (E) Subaccount from which disbursement to be made: 2018 Project Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2018 Project;
4. each disbursement represents a Cost of the 2018 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT

By: _____


Responsible Officer

Date: _____



The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the 2018 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the 2018 Project improvements being acquired from the proceeds of the 2018 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the 2018 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the 2018 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the 2018 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer

INVOICE



Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: DOWDEN WEST CDD
GMS C/O GEORGE FLINT
135 WEST CENTRAL BOULEVARD, SUITE 320
ORLANDO FL 32801

Invoice #: 1757509
Invoice Date: 11/12/2019
Due Date: 12/12/2019
Client #: 741339
Contract #: 50097961
Batch #: 2906978

Work Performed Thru Period Ending 10/25/2019

Job: 50097961 Dowden West CDD Eng WA 2018-1

TIME & MATERIAL BILLING

Task ID Task Description
T002 Engineering Services

Description
ENGINEER VI

Prev Amount Billed	\$	35,482.50	Hours	Rate	Amount
			9.00	195.000	\$ 1,755.00
TOTAL HOURLY LABOR			9.00		\$ 1,755.00
TOTAL FOR			T002		\$ 1,755.00

TOTAL FOR JOB: 50097961 \$ 1,755.00

TOTAL INVOICE AMOUNT DUE \$ 1,755.00
BY 12/12/2019

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



50097961
Dowden West CDD Eng WA 2018-1

start_date	end_date	emp_id	fullname	cost_code	description
9/28/2019	10/4/2019	1 220319	JOHNSON, ROBERT IV	T0020000	Engineering Services req 1 & 2 and prep for OCU requisition
10/5/2019	10/11/2019	220319	JOHNSON, ROBERT IV	T0020000	Engineering Services - ocu req - bill of sales coord
10/19/2019	10/25/2019	220319	JOHNSON, ROBERT IV	T0020000	Engineering Services - Bill of Sales coord, LS tract convey, OCU

SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
0	0	0	0	0	0	5	5
0	0	2	1	0	0	0	3
0	0	0	0	0	1	0	1

INVOICE



Please remit to: DEWBERRY ENGINEERS INC
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510



Bill To: DOWDEN WEST CDD
GMS C/O GEORGE FLINT
135 WEST CENTRAL BOULEVARD, SUITE 320
ORLANDO FL 32801

Invoice #: 1776886
Invoice Date: 12/12/2019
Due Date: 1/11/2020
Client #: 741339
Contract #: 50097961
Batch #: 2914507

Work Performed Thru Period Ending 11/29/2019

Job: 50097961 Dowden West CDD Eng WA 2018-1

*Capital Projects

TIME & MATERIAL BILLING

Task ID Task Description
T002 Engineering Services

Description
ENGINEER VI

Prev Amount Billed \$ 37,432.50

CURRENT PERIOD BILLING

Hours	Rate	Amount
10.50	195.000	\$ 2,047.50
TOTAL HOURLY LABOR	10.50	\$ 2,047.50
TOTAL FOR T002		\$ 2,047.50

TOTAL FOR JOB: 50097961 \$ 2,047.50

TOTAL INVOICE AMOUNT DUE \$ 2,047.50
BY 1/11/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11248 as amended by Executive Order 11375.



50097951
Dowden West CDD Eng WA 2018-1

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
11/9/2019	11/15/2019	220319	JOHNSON, ROBERT M	T0020000	Engineering Services - water, sewer, reclaim requisitions	0	0	0	0	2	0	0	2
11/16/2019	11/22/2019	220319	JOHNSON, ROBERT M	T0020000	Engineering Services - stormwater, roads, power requisitions	0	0	0	3	2	2.5	1	8.5

INVOICE

Please remit to: DEWBERRY ENGINEERS INC.
 P.O. Box 821824
 Philadelphia, PA 19182-1824
 (703)849-0100 TIN: 13-0746510

Bill To: DOWDEN WEST CDD
 GMS C/O GEORGE FLINT
 135 WEST CENTRAL BOULEVARD, SUITE 320
 ORLANDO FL 32801

Invoice #: 1780422
Invoice Date: 1/23/2020
Due Date: 2/22/2020
Client #: 741339
Contract #: 50097961
Batch #: 2921253

Work Performed Thru Period Ending 12/27/2019

Job: 50097961 Dowden West CDD Eng WA 2018-1

TIME & MATERIAL BILLING

Task ID **Task Description**

T002 Engineering Services
 Description
 ENGINEER VI

CURRENT PERIOD BILLING

Prev Amount Billed	\$	39,480.00	Hours	Rate	Amount
			1.00	195.000	\$ 195.00
TOTAL HOURLY LABOR			1.00		\$ 195.00
TOTAL FOR			T002		\$ 195.00

TOTAL FOR JOB: 50097961 \$ 195.00

TOTAL INVOICE AMOUNT DUE \$ 195.00
BY 2/22/2020

Please Reference Invoice Number with Payment

start date	end date	emp id	full name	cost code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
12/7/2019	12/13/2019	226319	JOHNSON, ROBERT	T0020000	Engineering Services - liftstation transfer OCU coordination	0	0	0	0	0	1	0	1

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE



Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: DOWDEN WEST CDD
GMS C/O GEORGE FLINT
135 WEST CENTRAL BOULEVARD, SUITE 320
ORLANDO FL 32801

Invoice #: 1792065
Invoice Date: 2/14/2020
Due Date: 3/15/2020
Client #: 741339
Contract #: 50097961
Batch #: 2929658

RE: Capital Projects 2018 / Construction

Work Performed Thru Period Ending 1/31/2020

Job: 50097961 Dowden West CDD Eng WA 2018-1

TIME & MATERIAL BILLING

Task ID Task Description
T002 Engineering Services

Description
ENGINEER VI

Prev Amount Billed \$ 39,675.00

CURRENT PERIOD BILLING

	Hours	Rate	Amount
	2.00	195.000	\$ 390.00
TOTAL HOURLY LABOR	2.00		\$ 390.00
TOTAL FOR T002			\$ 390.00

TOTAL FOR JOB: 50097961 \$ 390.00

TOTAL INVOICE AMOUNT DUE \$ 390.00
BY 3/15/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



Dewberry®

50097961
Dowden West CDD Eng WA 2018-1

start_date	end_date	emp_id	fullname	cost_code	description
1/11/2020	1/17/2020	220319	JOHNSON, ROBERT N	T0020000	Engineering Services - 2020 engineers supplemental

SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
0	0	0	2	0	0	0	2

SECTION X

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF ORLANDO, FLORIDA CONCERNING RIGHT-OF-WAY MAINTENANCE; DELEGATING AUTHORITY TO BOARD MEMBERS AND STAFF TO FINALIZE AND EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dowden West Community Development District (“the District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, and has the ability to impose and levy assessments on land within the boundaries of the District; and

WHEREAS, the District is located in the City of Orlando, Florida (the “City”); and

WHEREAS, District plans to construct and/or acquire certain roadway, transportation, pedestrian, landscaping and aesthetic improvements in rights-of-way [both within and] adjacent to the District, and a portion or portions of these rights-of-way and associated improvements have been or will be dedicated to, and accepted by, the City (the “Improvements”); and

WHEREAS, the District desires to execute and enter into an Interlocal Agreement with the City to allow the District to have the option to maintain all or a portion of the Improvements to a higher standard than the City would otherwise maintain.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT:

1. Recitals. The recitals so stated are true and correct and by this reference are incorporated herein.

2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Florida law, Chapter 190, *Florida Statutes*, and Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

3. Approval and Adoption of Interlocal Agreement. The District finds it to be in its best interest to approve and enter into the Interlocal Agreement, a substantially final form of which is attached hereto as Exhibit "A". The District hereby approves and adopts the Interlocal Agreement, subject to such modifications and revisions as approved by the Chairman, District Manager and District Counsel, and authorizes its Chairman, Vice-Chairman, Secretary and/or Assistant Secretary to execute same, as modified.

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

5. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST: **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**

Name: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Chairman/Vice-Chairman

Exhibit "A"

Interlocal Agreement

Prepared by and return to:
Jan A. Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
111 N. Magnolia Ave., Suite 1400
Orlando, FL 32801

INTERLOCAL AGREEMENT FOR RIGHT-OF-WAY MAINTENANCE

THIS INTERLOCAL AGREEMENT FOR RIGHT-OF-WAY MAINTENANCE (the “Interlocal Agreement”), dated this ____ day of _____, 2020, is entered into by and between the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), and the DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, (the “District”).

WITNESSETH:

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Chapter 190, *Florida Statutes* (the “Act”), and is limited to the performance of those specialized functions authorized by the Act and the City Ordinance 2017-20 establishing the District (the “Ordinance”); and

WHEREAS, pursuant to the Ordinance and the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the District, in accordance with its plan for development, has constructed and/or acquired certain roadway, transportation, pedestrian, landscaping and aesthetic improvements in rights-of-way both within and adjacent to the District, and a portion or portions of these rights-of-way and associated improvements have been dedicated to, and accepted by, the City (such rights-of-way that have been accepted, and are in fact owned, by the City, now or in the future, shall be referred to herein as the “City ROW”), while other rights-of-way may be dedicated to the City in the future (the “Future City ROW”); and

WHEREAS, both the City ROW and potential Future City ROW are depicted on Composite Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the City is ultimately responsible for maintenance of the City ROW and, upon the City’s final acceptance of any portion of the Future City ROW, will also be responsible for maintenance of that accepted portion of Future City ROW, which thereafter becomes City ROW; and

WHEREAS, the City has previously expressed its consent to allow the District to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities including, but not be limited to, monument or other signage, decorative walls and lighting, street light poles and fixtures, pedestrian paths, irrigation systems, landscaping, trees, sod and other plantings, all within the City ROW and Future City ROW (such improvements that have been constructed by the District and have not been dedicated to the City shall be referred to herein as the “Improvements”); and

WHEREAS, the City has no particular objection to the placement of said Improvements provided that (i) the City has first granted approval of an improvement plan for the subject right-of-way; (ii) the City retains plenary authority to remove the Improvements, or have the Improvements removed, for the benefit of the public should circumstances so require in the future; and (iii) the District receives any necessary right-of-way encroachment agreement, easement, right-of-way permit, or other appropriate instrument; and

WHEREAS, although the City will retain ultimate responsibility for the maintenance of the City ROW and all Improvements therein, the parties desire that the District shall have the option, subject to the provisions hereof, to maintain all or a portion of the Improvements within City ROW to a higher standard than the City would otherwise; and

WHEREAS, pursuant to section 190.012(1)(g) of the Act, installation of the Improvements and associated operation and maintenance may be undertaken by the District if the Improvements are the subject of this Interlocal Agreement between the District and a governmental entity and are consistent with the comprehensive plan of the City; and

WHEREAS, it is in the mutual interest of the City and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services in and around the District; and

WHEREAS, section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the City and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the City and the District desire to exercise jointly their common powers and authority concerning the installation, construction, and maintenance of the District Improvements, as well as the maintenance of the City ROW; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, this Interlocal Agreement shall serve as the “agreement between the District and a governmental entity” required by section 190.012(g) of the Act; and

WHEREAS, the Improvements are consistent with the City’s comprehensive plan.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and form a material part of this Agreement.

2. **Maintenance Responsibilities of the City**. The City shall, at its sole cost, perpetually maintain all improvements of any kind currently located within any City ROW (the “Maintenance Area”), subject to the conditions set forth herein. City maintenance within the Maintenance Area shall occur at a level, intensity, and frequency consistent with all applicable City standards and practices (as those may be amended from time to time), and shall, in any event, be performed at a level, intensity, and frequency commensurate with other City-owned rights-of-way of a similar nature and type. The City’s maintenance obligation, as described herein, includes the right and authority to remove, or terminate the maintenance of, any improvements within the Maintenance Area, if said removal or termination of maintenance is consistent with City standards and policies.

3. **District’s Optional Maintenance**. Notwithstanding anything herein, the District shall, at the District’s sole cost and expense, have the option, but not the obligation, upon prior written notice to the City, to perform all or a portion of the City’s maintenance obligations with respect to the Improvements (and other services, such as irrigation, fertilization and pest control) within the Maintenance Area at intervals more frequent than the City’s regularly scheduled maintenance in order to enhance the aesthetic quality of the Maintenance Area. The performance of this additional maintenance by the District shall be completely within the District’s sole discretion and shall not relieve or supplant, in any way, the City’s obligations, either under this Agreement or currently existing, to maintain the Maintenance Area. Upon the District’s election to maintain all or a portion of the Improvements in a given area, the District and the City shall create and agree upon a cooperated maintenance schedule, if necessary, prior to initiating maintenance activities for identified Improvements. The parties hereto acknowledge that the District has previously given notice of its election to maintain a certain portion of City ROW adjacent to the District known as “_____,” as depicted in **Exhibit A**.

4. **Right of Entry**. Subject to the limitations described in paragraph 2 above, the City hereby grants the District a right of entry authorizing District to enter upon the City ROW, as necessary, to accomplish District’s optional maintenance under this Agreement.

5. **District Improvements; Additional Landscaping or Irrigation**. The District Improvements shall be or have been installed in conformance with plans submitted to the City. The District Improvements shall be, or have been, installed, constructed, and maintained in such a manner as will not interfere with the use of the roadway by the public, maintenance by the City, or create a safety hazard on such roadway. If the City reasonably determines that the District

Improvements do create a maintenance problem or safety hazard, then the District, at its sole expense, shall be responsible for relocating the offending District Improvements in such a manner so as to eliminate the problem or hazard, to the reasonable satisfaction of the City. In ascertaining whether a maintenance problem or safety hazard is evident, the City may require the District to retain an appropriately qualified design professional to perform an investigation. The City may use the investigatory report of the design professional in determining whether a District Improvement must be removed or reconfigured. The District may, in its sole discretion, submit an engineer's plan to the City describing the potential installation of additional landscaping and/or irrigation within the Maintenance Area. City shall, within thirty (30) days of the submittal, either approve the plan, reject the plan or provide a revised plan for District's consideration. District shall have the authority, at its sole cost, to install and maintain additional landscaping and/or irrigation within the Maintenance Area, as approved by the City. The parties hereto acknowledge that the City has previously approved the District's landscaping/irrigation plan applicable to a certain portion of City ROW adjacent to the District known as "_____."

6. **Addition of Future City ROW.** The parties hereby acknowledge and agree that any and all portions of Future City ROW (as defined and identified herein) shall be, upon the City's final acceptance of such right-of-way pursuant to its standard procedures, deemed and treated as City ROW/Maintenance Area in accordance with the terms of this Agreement. It is the intent of the parties that such conversion from Future City ROW to City ROW, and the corresponding change in status under this Agreement, shall be automatic and shall not require any further action, written or otherwise, on behalf of the parties to give the conversion effect or validity.

7. **Release.** To the extent authorized by law, and subject to the District performing its obligations under this agreement, the City hereby releases the District, its representatives, agents, employees, and elected officials from any and all liability or claims arising out of the District's maintenance activities within the Maintenance Area.

8. **Priority of City ROW.** The Improvements within the Maintenance Area shall not be installed or maintained in such a manner so as to interfere, in any way, with the City's operation or maintenance of any City ROW. It is understood between the parties hereto that the Improvements covered by this Agreement may be removed, relocated, or adjusted by the City, without liability to the District, at any time in the future as determined to be necessary by the City, in its sole discretion. In addition to the foregoing, should the City determine, within its reasonable discretion, and request in writing to the District that the volume, duration, manner, or frequency of irrigation within the maintenance area should need to be changed in order to preserve the integrity of the City's infrastructure within the Maintenance Area, the District must comply with such written request, but only after the parties hereto have meet in good faith to discuss any reasonable potential alternatives and found none to be sufficient to alleviate the City's concerns. The District will ensure that any rain sensor on an irrigation clock is maintained in good working order at all times, and that the rate of irrigation water used complies with the City and South Florida Water Management District standard irrigation policies.

9. **Indemnification.** Subject to, and specifically restricted by, the limited waiver of sovereign immunity set forth in the applicable Florida Statutes, the District agrees that it shall release, indemnify, and hold the City, its representatives, employees and elected and appointed officials harmless from and against all claims, damages, loss and expenses of any sort, including reasonable attorney's fees and costs including appeals, arising out of or resulting from any tort, intentional action, negligent act or omission of the District, its representatives, employees, agents, contractors, subcontractors, or anyone for whose act or acts any of them may be responsible or liable, for acts or omissions occurring in the Maintenance Area and resulting from District's activities as authorized. Notwithstanding the foregoing, nothing herein shall act or be construed to indemnify the City to the extent of any tort, intentional action, negligent act or omission of the City, its representatives, employees, agents, contractors, subcontractors with respect to the operation of City ROW or any of the City's activities within the City ROW.

10. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: City of Orlando, Florida
400 South Orange Avenue
Orlando, Florida 32801
Attn: City Engineer
Telephone: (407) 246-3222
Telecopy: (407) 246-2266

District: Dowden West Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: George S. Flint
Telephone: (407) 841-5524
Telecopy: (407) 839-1526

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

11. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Official Records of Orange County, Florida.

12. **Successors and Assigns.** The terms and conditions of this Agreement shall constitute covenants running with the land, and all rights and privileges granted herein shall be appurtenant to the lands herein described and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal

representatives, successors and assigns of the parties hereto and shall continue in perpetuity, unless otherwise modified in writing by the parties hereto.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

14. **Attorneys' Fees.** If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

15. **Relationship Between the Parties.** The parties acknowledge and agree that the relationship created hereby is solely as a result of and arising from the relationship of District and City as the entities responsible for the operation and maintenance of adjacent properties, respectively. It is not intended hereby, and nothing contained herein shall be construed, to establish any other relationship between the parties. Specifically, nothing contained in this Agreement, nor the relationship between the parties which may arise as a result of the provisions of this Agreement, are intended to, or shall be construed as, creating a partnership, joint venture, or other such relationship as between the parties.

16. **Section Headings.** The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

17. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

18. **Recording of Agreement.** The District shall be responsible for recording this Agreement (including all costs associated therewith) within the Official Records of Orange County, Florida and shall send a copy of said recorded Agreement to the City within thirty (30) days of the Effective Date of this Agreement.

19. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

21. **Compliance with Laws.** The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

22. **Legal Counsel.** The District and City acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

23. **Negotiation.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement, and all documents executed in connection herewith, were prepared and executed without undue influence by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

24. **Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of sovereign immunity or limit of liability of the District or the City, including their respective supervisors, commissioners, officers, agents or employees, 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.

25. **Termination of Agreement.** The City and the District both retain the right to terminate this Agreement upon thirty (30) days' notice by notifying the other party in writing of such termination at the address listed in Section 10 of this Agreement.

26. **Effective Date.** The effective date of this Agreement (the "Effective Date") is the date on which the last party executes this Agreement and delivers a fully executed counterpart hereof to the other party.

[Signature pages to follow]

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT
FOR RIGHT-OF-WAY MAINTENANCE**

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date first above written.

“CITY”

CITY OF ORLANDO, FLORIDA,
a municipal corporation organized
and existing under the laws of
the State of Florida

ATTEST:

By: _____
Name: _____
Title: City Clerk

By: _____
Mayor / Mayor Pro Tem
Date: _____

Approved as to form and legality for the use and
reliance of the City of Orlando, Florida only

_____, 2020

By: _____
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ___ day _____, 2020 by _____, as
_____ who is personally known to me or who has produced
_____ as identification.

[SEAL]

Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT
FOR RIGHT-OF-WAY MAINTENANCE**

“DISTRICT”

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____

By: _____

Print: _____

Secretary/Asst. Secretary

Print: _____

Chairman/Vice Chairman, Board of
Supervisors

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day _____, 2020, by _____ as _____ of the Board of Supervisors of the Dowden West Community Development District, a Florida community development district who is personally known to me or who has produced _____ as identification

[SEAL]

Printed Name: _____

Notary Public, State of Florida

My Commission Expires: _____

My Commission No.: _____

COMPOSITE EXHIBIT "A"

**MAP ILLUSTRATING CITY ROW
and
FUTURE CITY ROW**

DRAFT

SECTION XI

RESOLUTION 2020-10

A RESOLUTION OF DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2017-18 AND 2019-02 BY AUTHORIZING THE ADDITION OF LANDS DEFINED AS PHASE 4 INTO SERIES 2018 ASSESSMENT AREA 1 AND AMENDING CERTAIN DOCUMENTS ENTERED INTO AT THE TIME OF ISSUANCE OF ITS \$6,170,000 DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018; ACCEPTING THE CONSENT AND ACKNOWLEDGEMENT OF BONDHOLDER TO SUCH AMENDMENTS AND RELATED ACTIONS; AND DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS THE AUTHORITY TO EXECUTE AND DELIVER THE AMENDMENT TO DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT AGREEMENTS RELATED TO THE DOWDEN WEST – SERIES 2018 BONDS; AUTHORIZING OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED TO COMPLETE ALL OTHER MATTERS RELATED TO THE FOREGOING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden West Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act") and Ordinance No. 2017-20 of the City of Orlando, (the "Ordinance"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance;

WHEREAS, the District pursuant to its Resolution 2017-18 and Resolution 2019-03 (the "Resolutions") authorized the issuance of, and the District issued its \$6,170,000 Special Assessment Revenue Bonds, Series 2018 (the "2018 Bonds");

WHEREAS, in connection with the issuance of the 2018 Bonds, the District adopted the Assessment Proceedings which established and levied the 2018 Assessments within Phases 1, 2 and 3 of Series 2018 Assessment Area 1, and the District entered into a (1) Agreement Between Developer and Dowden West Community Development District Regarding the True Up and Payment for Special Assessment Bonds, Series 2018; (2) Collateral Assignment and Assumption of Development Rights Relating to the 2018 Assessment Area; (3) Agreement by and Between the Dowden West Community Development District and the Developer Regarding the Acquisition of Certain Work Product and Infrastructure; and (4) Completion Agreement Between Dowden West Community Development District and Beachline South Residential, LLC Regarding the Completion and Conveyance of Certain Improvements (the "Agreements");

WHEREAS, the Board of Supervisors of the District (the "Board") has received from the beneficial owner of the 2018 Bonds (the "Bondholder") a Consent and Acknowledgement of Bondholder, attached hereto as **Exhibit "A,"** consenting to an amendment to the Agreements to include Phase 4 into Series 2018 Assessment Area 1 so that 2018 Assessments will also be levied on such Phase 4 lands; and

WHEREAS, the Board has received the Amendment to Dowden West Community Development District Agreements Related to the Dowden West Series – 2018 Bonds (the “Amendment”), attached hereto as **Exhibit “B,”** to amend the Agreements to include Phase 4 into Series 2018 Assessment Area 1 so that 2018 Assessments will also be levied on such Phase 4 lands.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT, as follows:

SECTION 1. Authorization and Approval of the Amended Assessment Proceedings and the Amendment. The Board hereby authorizes and approves the amended Assessment Proceedings and authorizes and approves the execution of the Amendment to add Phase 4 to the Series 2018 Assessment Area 1 so that the 2018 Assessments will also include the assessments levied on the Phase 4 lands. The Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such documents on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval.

SECTION 2. Acceptance of Bondholder Consent and Acknowledgement. The Board hereby accepts the Consent and Acknowledgement of Bondholder, attached hereto as Exhibit “A,” consenting to an amendment to the Assessment Proceedings and the Agreements to add Phase 4 to Series 2018 Assessment Area 1 so that the 2018 Assessments will also include the assessments levied on the Phase 4 lands.

SECTION 3. Delegation of Authority. The Board hereby grants and delegates authority to the Chairman or Vice Chairman to make any determinations or to take any actions (including the approval and execution of any additional documents or agreements, and to direct the District staff to perform functions), reasonably necessary or prudent to finalize and approve the amendment to the Assessment Proceedings and the Amendment to add Phase 4 to Series 2018 Assessment Area 1 so that the 2018 Assessments will also include the assessments levied on the Phase 4 lands.

SECTION 4. Approval of Prior Actions. All actions taken to date by the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this ____ day of July, 2020.

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman

[SEAL]
Attest:

By: _____
Secretary

Exhibit “A”

CONSENT AND ACKNOWLEDGEMENT OF BONDHOLDER
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE “SERIES 2018 BONDS”)

[Attached hereto]

CONSENT AND ACKNOWLEDGMENT OF BONDHOLDER

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018
(THE "SERIES 2018 BONDS")

THIS CONSENT AND ACKNOWLEDGEMENT OF BONDHOLDER, (this "Consent and Acknowledgment") is being given by the undersigned, in the name of and on behalf of the beneficial owner listed below (the "Bondholder") of \$_____ in aggregate outstanding principal amount of the above captioned Series 2018 Bonds issued pursuant to a Master Trust Indenture (the "Master Indenture") as supplemented by a First Supplemental Trust Indenture each dated as of November 1, 2018, and each between Dowden West Community Development District (the "District" or the "Issuer") and U.S. Bank National Association, as trustee (the "Trustee"). The Master Indenture and First Supplemental Trust Indenture are collectively referred to as the "Indenture."

Section I. In connection with the issuance of the Series 2018 Bonds, the District adopted the Assessment Proceedings which established and levied the 2018 Assessments within what was defined in those Assessment Proceedings as Phases 1, 2 & 3 of Assessment Area 1. In connection with the issuance of the Series 2018 Bonds the District also entered into with the Developer the Collateral Assignment, the Completion Agreement the True-Up Agreement and a document commonly referred to as the Acquisition Agreement (the "Acquisition Agreement"). The District is proposing to amend the Assessment Proceedings to add to Assessment Area 1 the lands defined as Phase 4 therein so that the 2018 Assessments will also be levied on such Phase 4 lands and to make corresponding amendments to the Collateral Assignment, Completion Agreement and True-Up Agreement and Acquisition Agreement.

NOW, THEREFORE, intending to be legally bound, the undersigned Bondholder hereby;

Section II. Operative Provisions:

- (1) Agrees that the Statements contained in Section I above are included herein as a material part of this Consent and Acknowledgement.
- (2) Agrees that capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Indenture.
- (3) Certifies that he/she is an authorized signatory of the Bondholder.
- (4) Represents and warrants that the Bondholder is the Beneficial Owner of the principal amount of the Outstanding Series 2018 Bonds as described hereinabove and below.
- (5) Acknowledges receipt of the Indenture.

(6) Consents to the District's approval and adoption of the amended Assessment Proceedings in substantially the form attached hereto and the District's execution and delivery of amendments to the Collateral Assignment, Completion Agreement, True-Up Agreement and Acquisition Agreement consistent with such amendments to the Assessment Proceedings.

(7) Acknowledges and agrees that (i) it has full power and authority to execute and deliver this Consent and Acknowledgment; (ii) it has the knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks attendant to the prospective effect of this Consent and Acknowledgment; (iii) it had the opportunity to ask questions and to obtain such information it has determined to be necessary or helpful to enable it to evaluate such merits and risks; and (iv) it has independently determined that making the acknowledgements set forth herein and consenting to the matters as described herein does not adversely affect its interests.

This Consent and Acknowledgement may be executed in counterparts, and fax and electronic signatures shall be treated as originals. This Consent and Acknowledgement except for the immediately preceding paragraph, shall be binding upon and effective against existing and future Holders of the Series 2018 Bonds.

[NAME OF BENEFICIAL OWNER]

By: _____

Name:

Title:

Aggregate principal amount of Series 2018 Bonds held on the date hereof: \$ _____

CUSIP Number: _____

DTC Participant Number: _____

Dated: _____, 2020

Exhibit “B”

AMENDMENT TO DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
AGREEMENTS RELATED TO THE DOWDEN WEST – SERIES 2018 BONDS

[Attached hereto]

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801

**AMENDMENT TO
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
AGREEMENTS RELATED TO THE DOWDEN WEST – SERIES 2018 BONDS**

This **AMENDMENT** (the “**Amendment**”) is effective as of the ___ day of July, 2020, and amends the following four agreements:

(1) **AGREEMENT BETWEEN DEVELOPER AND DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT FOR SPECIAL ASSESSMENTS BONDS, SERIES 2018** between **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the “**District**”) and **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (the “**Developer**”) effective December 21, 2018, recorded in Official Records of Orange County, Florida, Document Number 20180743157 (the “**True Up Agreement**”);

(2) **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE 2018 ASSESSMENT AREA** executed by Developer in favor of the District effective December 21, 2018, recorded in Official Records of Orange County, Florida, Document Number 20180743158 (the “**Collateral Assignment**”);

(3) **AGREEMENT BY AND BETWEEN THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT AND THE DEVELOPER REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE** between the District and the Developer effective December 21, 2018 (unrecorded) (the “**Completion Agreement**”); and

(4) **COMPLETION AGREEMENT BETWEEN DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT AND BEACHLINE SOUTH RESIDENTIAL, LLC REGARDING THE COMPLETION AND CONVEYANCE OF CERTAIN IMPROVEMENTS** between the District and the Developer effective December 21, 2018 (unrecorded) (the “**Acquisition Agreement**”).

RECITALS

WHEREAS, the District issued its \$6,170,000 Special Assessment Bonds, Series 2018 (2018 Assessment Area) (the “**Series 2018 Bonds**”) to finance certain public infrastructure which

will provide special benefit to certain lands located within the geographical boundaries of the District (the “**Series 2018 Assessment Area 1**”); and

WHEREAS, additional land known as the N-14 Parcel (the “**Phase 4** ”), as described in the legal description attached here to as **Exhibit “A,”** has been added to the Series 2018 Assessment Area 1, as detailed in the Dowden West Community Development District Supplemental Engineer’s Report 2018, dated May 21, 2020, which is available for review at the District Records Office at 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the “**Supplemental Engineer Report**”); and

WHEREAS, the security for the repayment of the Series 2018 Bonds are special assessments levied against certain real property (the “**2018 Special Assessments**”), which at the time of issuance of the Series 2018 Bonds only included Phases 1, 2 and 3 but did not include Phase 4; and

WHEREAS, following the adoption of the Supplemental Engineer Report, the District levied assessments on Phase 4 through Resolution 2020-08 (the “**Phase 4 Levy Resolution**”), and has added the assessments on the Phase 4 land to Series 2018 Assessment Area 1; the assessments on the Phase 4 land are now a part of the pledged 2018 Special Assessments; and

WHEREAS, the certain documents executed at the time of the issuance of the Series 2018 Bonds are to be amended to include the Phase 4 lands, including the True Up Agreement; the Collateral Assignment; the Acquisition Agreement; and the Completion Agreement; and

WHEREAS, the Developer and the District agree to amend the documents referenced herein by the execution and recording of this Amendment; and

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

1. **Incorporation of Recitals and Exhibit.** The recitals set forth above are incorporated herein, as if restated in their entirety.

2. **Amendment of Documents.** The following documents are hereby amended to include Phase 4 within Series 2018 Assessment Area 1, and add the attached Exhibit “A” legal description of the Series 2018 Assessment Area 1:

- (a) True Up Agreement;
- (b) Collateral Assignment;
- (c) Acquisition Agreement; and
- (d) Completion Agreement.

Any reference to Series 2018 Assessment Area 1 shall hereinafter be amended to include the Phase 4 Levy Resolution.

3. **Remaining Provisions Unaffected.** Except as expressly modified and amended by this Amendment, the covenants, terms and conditions of the documents referenced herein shall remain unaffected and shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

[Signatures on following pages]

**SIGNATURE PAGE TO AMENDMENT TO
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
AGREEMENTS RELATED TO THE DOWNDEN WEST – SERIES 2018 BONDS**

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

WITNESSES:

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

DEVELOPER:

BEACHLINE SOUTH RESIDENTIAL, LLC,
a Florida limited liability company

By: **Land Innovations, LLC**, a Florida limited liability company, as the Manager of Beachline South Residential, LLC

By: **Primo Land, LLC**, a Florida limited liability company, as the Manager of Land Innovations, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2020, by _____, as _____ of **PRIMO LAND, LLC**, a Florida limited liability company, said company being the Manager of **LAND INNOVATIONS, LLC**, a Florida limited liability company, as the Manager of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of said entity. He/She is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**SIGNATURE PAGE TO AMENDMENT TO
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
AGREEMENTS RELATED TO THE DOWNDEN WEST – SERIES 2018 BONDS**

ATTEST:

DISTRICT:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

Print: _____
Secretary/Assistant Secretary

By: _____

Print: _____
Chairman/Vice Chairman,
Board of Supervisors

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of June, 2020, by _____, as Chairman/Vice Chairman of the Board of Supervisors, of the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, and was attested to by _____, as the Secretary/Assistant Secretary of the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, on behalf of the community development district, who are [] personally known to me, or [] have each produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

Exhibit "A"

Description of Phase 4

(Phase 4 lands to be added to the legal description of the Series 2018 Assessment Area 1)

[ATTACHED HERETO]

LEGAL DESCRIPTION

A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, AND A PORTION OF TRACTS S-1, S-2, FD-1, FD-2, AND Q OF STARWOOD PHASE N-1A ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 149 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S61°17'20"E, ALONG THAT CERTAIN LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 5973.02 FEET TO A POINT ON THE EAST LINE OF DOWDEN ROAD SEGMENT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 147 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, THE FOLLOWING FIVE (5) COURSES: N22°12'36"W, A DISTANCE OF 370.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2145.98 FEET, A CENTRAL ANGLE OF 10°09'20"; A CHORD BEARING OF N27°17'16"W AND A CHORD DISTANCE OF 379.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 380.37 FEET TO THE END OF SAID CURVE; THENCE N09°53'07"W, A DISTANCE OF 85.30 FEET; THENCE N55°22'10"E, A DISTANCE OF 9.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 03°30'39", A CHORD BEARING OF N57°07'29"E AND A CHORD DISTANCE OF 71.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 71.31 FEET TO THE END OF SAID CURVE; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N31°07'11"W, A DISTANCE OF 90.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 10°45'31", A CHORD BEARING OF N64°15'34"E AND A CHORD DISTANCE OF 235.07 FEET; THENCE DEPARTING SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.42 FEET TO THE END OF SAID CURVE; THENCE N20°21'40"W, A DISTANCE OF 3.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1256.73 FEET, A CENTRAL ANGLE OF 02°43'36", A CHORD BEARING OF N71°00'08"E AND A CHORD DISTANCE OF 59.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.81 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 462.00 FEET, A CENTRAL ANGLE OF 11°52'06", A CHORD BEARING OF N25°32'30"W AND A CHORD DISTANCE OF 95.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.70 FEET TO THE END OF SAID CURVE; THENCE N31°28'33"W, A DISTANCE OF 120.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N76°28'33"W AND A CHORD DISTANCE OF 59.40 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.97 FEET TO THE END OF SAID CURVE; THENCE S58°31'27"W, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 38.00 FEET, A

SHEET 2 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BEACHLINE SOUTH
RESIDENTIAL, LLC

DATE: 05/08/20
REV DATE:

PROJ: 50097961
DRAWN BY: RDH
CHECKED BY: WDD

Drawing name: C:\Users\wsamalat\appdata\local\temp\AcPublish_3592\Starwood N14_sursketch.dwg SHEET 2 May 18, 2020 9:28am by: wsamalat

LEGAL DESCRIPTION

CONTINUED FROM PAGE 2

CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF N79°24'55"W AND A CHORD DISTANCE OF 50.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1252.28 FEET, A CENTRAL ANGLE OF 18°07'00", A CHORD BEARING OF N28°17'47"W AND A CHORD DISTANCE OF 394.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.96 FEET TO A POINT ON THE SOUTH LINE OF TRACT FD-1 OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE S79°22'21"W, ALONG SAID SOUTH LINE, A DISTANCE OF 170.33 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S33°00'54"W, A DISTANCE OF 14.53 FEET; THENCE S74°01'24"W, A DISTANCE OF 11.55 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 04°59'15", A CHORD BEARING OF N13°28'58"W AND A CHORD DISTANCE OF 98.43 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 98.46 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST LINE, RUN N79°00'39"E, A DISTANCE OF 11.42 FEET; THENCE S56°59'06"E, A DISTANCE OF 38.82 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT FD-1; THENCE N79°22'21"E, ALONG SAID NORTH LINE, A DISTANCE OF 146.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N36°07'15"E, A DISTANCE OF 8.51 FEET; THENCE N08°33'56"W, A DISTANCE OF 28.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.50 FEET, A CENTRAL ANGLE OF 11°06'35", A CHORD BEARING OF N02°48'14"W AND A CHORD DISTANCE OF 101.93 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.09 FEET TO THE END OF SAID CURVE; THENCE N02°45'04"E, A DISTANCE OF 429.32 FEET TO A POINT ON THE NORTH LINE OF TRACT S-1 OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 16°04'43", A CHORD BEARING OF N47°05'25"W AND A CHORD DISTANCE OF 15.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH LINE OF TRACT S-1, A DISTANCE OF 15.43 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTH LINE, RUN N87°14'56"W, A DISTANCE OF 71.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 126.50 FEET, A CENTRAL ANGLE OF 18°56'41", A CHORD BEARING OF N77°46'36"W AND A CHORD DISTANCE OF 41.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.83 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3 AND THE END OF SAID CURVE; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N21°41'45"E, A DISTANCE OF 53.00 FEET; THENCE N01°11'06"E, A DISTANCE OF 81.99 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 02°27'20", A CHORD BEARING OF N28°09'47"E AND A CHORD DISTANCE OF 48.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT Q OF SAID STARWOOD PHASE N-1A AND A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EAST LINE OF DOWDEN ROAD SEGMENT 3 RUN, ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: S77°20'18"E, A DISTANCE OF 47.65 FEET; THENCE S86°08'59"E, A

SHEET 3 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BEACHLINE SOUTH
RESIDENTIAL, LLC

DATE: 05/08/20
REV DATE:

PROJ: 50097961
DRAWN BY: RDH
CHECKED BY: WDD

Drawing name: C:\Users\wsamalat\appdata\local\temp\AcPublish_3592\Starwood N14_sursketch.dwg SHEET 3 May 18, 2020 9:28am by: wsamalat

LEGAL DESCRIPTION

CONTINUED FROM PAGE 3

DISTANCE OF 75.00 FEET; THENCE S85°38'48"E, A DISTANCE OF 240.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S85°52'05"E, A DISTANCE OF 140.14 FEET; THENCE S61°09'26"E, A DISTANCE OF 48.32 FEET TO A POINT ON AFORESAID SOUTH LINE OF TRACT Q; THENCE N73°37'09"E, ALONG SAID SOUTH LINE, A DISTANCE OF 473.27 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S09°57'40"W, A DISTANCE OF 1348.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 01°41'03", A CHORD BEARING OF S78°13'21"W AND A CHORD DISTANCE OF 36.85 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.85 FEET TO THE END OF SAID CURVE; THENCE S12°37'11"E, A DISTANCE OF 90.00 FEET TO A POINT ON THE NORTH LINE OF TRACT T OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 18°30'01", A CHORD BEARING OF S68°07'49"W AND A CHORD DISTANCE OF 374.12 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF TRACT T AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 375.75 FEET TO THE POINT OF BEGINNING.

CONTAINING: 976,960 SQUARE FEET OR 22.43 ACRES, MORE OR LESS.

SHEET 4 OF 10

(SEE SHEET 1 FOR LEGEND, NOTES & VICINITY MAP)
(SEE SHEETS 5-10 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

STARWOOD N-14 PHASE 4

SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

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Drawing name: C:\Users\wsamalat\appdata\local\temp\AcPublish_3592\Starwood N14 sursketch.dwg SHEET 4 May 18, 2020 9:28am by: wsamalat

SECTION XII

SECTION C

SECTION 1

Dowden West Community Development District

Summary of Checks

May 13, 2020 to July 07, 2020

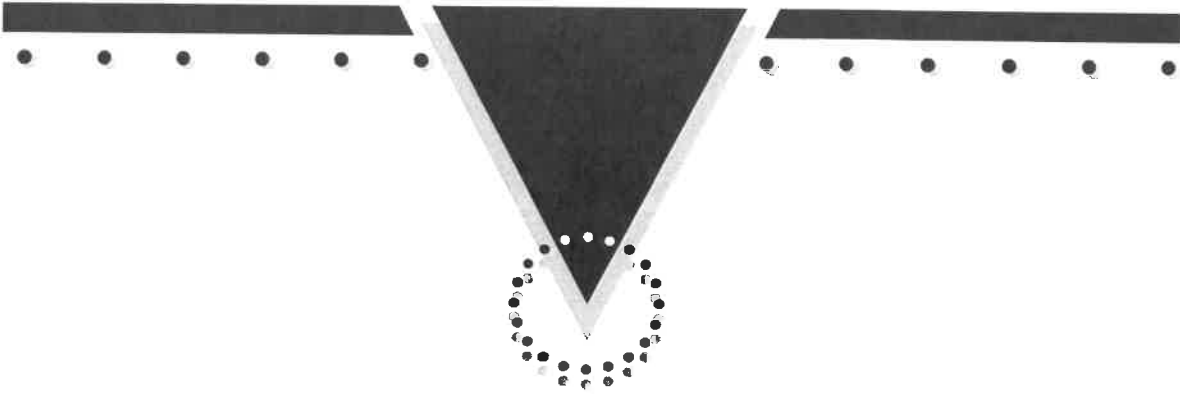
Bank	Date	Check No.'s		Amount
General Fund	6/2/20	80	\$	3,277.78
	6/12/20	81-82	\$	3,768.00
	6/16/20	83	\$	552.51
	6/30/20	84	\$	3,855.50
	7/7/20	85	\$	73,114.17
			\$	84,567.96
			\$	84,567.96

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
6/02/20	00001	6/01/20	43	202006	310-51300-34000					*	2,916.67	
					NGMT FEES 065/2020							
6/01/20	43	6/01/20	43	202006	310-51300-35100					*	50.00	
					INFORMATION TECHNOLOGY							
6/01/20	43	6/01/20	43	202006	310-51300-31300					*	291.67	
					DISSEMINATION AGT 06/2020							
6/01/20	43	6/01/20	43	202006	310-51300-51000					*	.09	
					OFFICE SUPPLIES							
6/01/20	43	6/01/20	43	202006	310-51300-42000					*	1.50	
					POSTAGES							
6/01/20	43	6/01/20	43	202006	310-51300-42500					*	17.85	
					COPIES							
GOVERNMENTAL MANAGEMENT SERVICES-												
6/12/20	00007	5/18/20	349808	202005	310-51300-32200					*	3,375.00	
					AUDIT SERVICES FY19							
6/12/20	00002	5/26/20	91530	202004	310-51300-31500					*	393.00	
					REPORT/REVIEW/MET SCH							
6/16/20	00004	5/31/20	02082166	202005	310-51300-48000					*	552.51	
					NOT OF REG MEETING OF SUP							
6/30/20	00002	6/19/20	92070	202005	310-51300-31500					*	3,855.50	
					RESPONSE/DRAFT/REVIEW							
7/07/20	00009	7/07/20	070720-1	202007	300-20700-10100					*	73,085.00	
					FY2020 DIRECT ASSESSMENT							
		7/07/20	070720	202007	300-20700-10100					*	29.17	
					FY2020 DEBT ASSESSMENT							
DOWDEN WEST CDD/US BANK												
											73,114.17	000085

TOTAL FOR BANK A 84,567.96
 TOTAL FOR REGISTER 84,567.96

DOWD DOWDEN WEST KCOSTA

SECTION 2



DOWDEN WEST
Community Development District
Unaudited Financial Reporting
June 30, 2020

GMS



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund Income Statement</u>
4	<u>Debt Service Fund Income Statement</u>
5	<u>Capital Projects Fund Income Statement</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Summary</u>
9	<u>Series 2018 Construction Schedule</u>
10	<u>Assessment Receipt Schedule</u>

DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
June 30, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Totals
ASSETS:				
CASH	\$202,292	---	---	\$202,292
<u>SERIES 2018</u>				
RESERVE	---	\$209,945	---	\$209,945
REVENUE	---	\$95,026	---	\$95,026
PROJECT FUND	---	---	\$711,477	\$711,477
PREPAID EXPENSES	\$1,010	---	---	\$1,010
DUE FROM GENERAL FUND	---	\$73,114	---	\$73,114
TOTAL ASSETS	\$203,302	\$378,085	\$711,477	\$1,292,865
LIABILITIES:				
DUE TO DEBT SERVICE	\$73,114	---	---	\$73,114
DUE TO DEVELOPER	\$10,125	---	---	\$10,125
FUND EQUITY:				
FUND BALANCES:				
ASSIGNED FOR DEBT SERVICE	---	\$378,085	---	\$378,085
ASSIGNED FOR CAPITAL PROJECTS	---	---	\$711,477	\$711,477
UNASSIGNED	\$120,063	---	---	\$120,063
TOTAL LIABILITIES & FUND EQUITY	\$203,302	\$378,085	\$711,477	\$1,292,865

DOWDEN WEST

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$80,455	\$80,455	\$82,325	\$1,870
ASSESSMENTS - DIRECT	\$96,839	\$96,839	\$96,839	\$0
DEVELOPER CONTRIBUTIONS	\$90,543	\$0	\$0	\$0
TOTAL REVENUES	\$267,837	\$177,294	\$179,164	\$1,870
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISOR FEES	\$4,800	\$3,600	\$400	\$3,200
FICA PAYABLE	\$367	\$275	\$31	\$245
ENGINEERING	\$12,000	\$9,000	\$195	\$8,805
ATTORNEY	\$25,000	\$18,750	\$10,501	\$8,250
ARBITRAGE	\$650	\$650	\$450	\$200
DISSEMINATION FEES	\$3,500	\$2,625	\$2,625	\$0
ANNUAL AUDIT	\$4,000	\$4,000	\$3,375	\$625
TRUSTEE FEES	\$3,500	\$3,500	\$3,030	\$470
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$35,000	\$26,250	\$26,250	(\$0)
INFORMATION TECHNOLOGY	\$600	\$450	\$450	\$0
TELEPHONE	\$300	\$225	\$20	\$205
POSTAGE	\$1,000	\$750	\$128	\$622
INSURANCE	\$5,500	\$5,500	\$5,125	\$375
PRINTING & BINDING	\$1,000	\$750	\$83	\$667
LEGAL ADVERTISING	\$5,000	\$3,750	\$1,583	\$2,167
OTHER CURRENT CHARGES	\$1,000	\$750	\$309	\$441
OFFICE SUPPLIES	\$625	\$469	\$1	\$467
PROPERTY APPRAISER	\$0	\$0	\$163	(\$163)
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$109,017	\$86,469	\$59,894	\$26,575

DOWDEN WEST

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<u>OPERATIONS & MAINTENANCE</u>				
CONTRACT SERVICES				
FIELD MANAGEMENT	\$15,000	\$11,250	\$0	\$11,250
LANDSCAPE MAINTENANCE	\$34,560	\$25,920	\$0	\$25,920
LAKE MAINTENANCE	\$10,260	\$7,695	\$0	\$7,695
MITIGATION MONITORING	\$10,000	\$7,500	\$0	\$7,500
REPAIRS & MAINTENANCE				
GENERAL REPAIRS & MAINTENANCE	\$2,000	\$1,500	\$0	\$1,500
OPERATING SUPPLIES	\$500	\$375	\$0	\$375
LANDSCAPE REPLACEMENT	\$5,000	\$3,750	\$0	\$3,750
FOUNTAIN REPAIRS & MAINTENANCE	\$7,000	\$5,250	\$0	\$5,250
IRRIGATION REPAIRS	\$3,000	\$2,250	\$0	\$2,250
ROAD & SIDEWALK MAINTENANCE	\$5,000	\$3,750	\$0	\$3,750
ALLEYWAY & TRAIL MAINTENANCE	\$1,500	\$1,125	\$0	\$1,125
SIGNAGE	\$3,500	\$2,625		\$2,625
UTILITIES				
ELECTRIC	\$1,000	\$750	\$0	\$750
WATER & SEWER	\$14,000	\$10,500	\$0	\$10,500
STREETLIGHTS	\$40,000	\$30,000	\$0	\$30,000
OTHER				
CONTINGENCY	\$5,000	\$3,750	\$0	\$3,750
PROPERTY INSURANCE	\$1,500	\$1,500	\$0	\$1,500
<u>SUBTOTAL OPERATIONS & MAINTENANCE</u>	<u>\$158,820</u>	<u>\$119,490</u>	<u>\$0</u>	<u>\$119,490</u>
TOTAL EXPENDITURES	<u>\$267,837</u>	<u>\$205,959</u>	<u>\$59,894</u>	<u>\$146,065</u>
EXCESS REVENUES (EXPENDITURES)	<u>\$0</u>		<u>\$119,270</u>	
FUND BALANCE - Beginning	<u>\$0</u>		<u>\$793</u>	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$120,063</u>	

DOWDEN WEST

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$127,652	\$127,652	\$130,619	\$2,967
ASSESSMENTS - DIRECT	\$292,340	\$292,340	\$292,340	\$0
INTEREST	\$0	\$0	\$277	\$277
TOTAL REVENUES	\$419,992	\$419,992	\$423,236	\$3,244
EXPENDITURES:				
INTEREST EXPENSE - 11/1	\$164,993	\$164,993	\$164,993	\$0
PRINCIPAL EXPENSE - 05/01	\$90,000	\$90,000	\$90,000	\$0
INTEREST EXPENSE - 05/01	\$164,993	\$164,993	\$164,993	\$0
TOTAL EXPENDITURES	\$419,985	\$419,985	\$419,985	\$0
OTHER FINANCING SOURCES:				
TRANSFER IN (OUT)	\$0	\$0	(\$968)	(\$968)
TOTAL OTHER FINANCING SOURCES (USES):	\$0	\$0	(\$968)	(\$968)
EXCESS REVENUES (EXPENDITURES)	\$7		\$2,284	
FUND BALANCE - Beginning	\$165,820		\$375,802	
FUND BALANCE - Ending	\$165,827		\$378,085	

DOWDEN WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$2,257	\$2,257
TOTAL REVENUES	\$0	\$0	\$2,257	\$2,257
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$4,618,076	(\$4,618,076)
TOTAL EXPENDITURES	\$0	\$0	\$4,618,076	(\$4,618,076)
<u>OTHER FINANCING SOURCES:</u>				
TRANSFER IN (OUT)	\$0	\$0	\$968	\$968
TOTAL OTHER FINANCING SOURCES (USES):	\$0	\$0	\$968	\$968
EXCESS REVENUES (EXPENDITURES)	\$0		(\$4,614,851)	
FUND BALANCE - Beginning	\$0		\$5,326,329	
FUND BALANCE - Ending	\$0		\$711,477	

**DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:													
ASSESSMENTS - TAX ROLL	\$0	\$0	\$82,184	\$0	\$0	\$123	\$0	\$18	\$0	\$0	\$0	\$0	\$82,325
ASSESSMENTS - DIRECT	\$0	\$48,420	\$0	\$24,210	\$0	\$0	\$24,210	\$0	\$0	\$0	\$0	\$0	\$96,839
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$48,420	\$82,184	\$24,210	\$0	\$123	\$24,210	\$18	\$0	\$0	\$0	\$0	\$179,164
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$400
FICA PAYABLE	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$31
ENGINEERING	\$0	\$195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$195
ATTORNEY	\$718	\$1,158	\$270	\$1,488	\$294	\$2,325	\$393	\$3,856	\$0	\$0	\$0	\$0	\$10,501
ARBITRAGE	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450
DISSEMINATION FEES	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$2,625
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,375	\$0	\$0	\$0	\$0	\$3,375
TRUSTEE FEES	\$5,000	\$0	\$0	\$3,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,030
ASSESSMENT ADMINISTRATION	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$26,750
INFORMATION TECHNOLOGY	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40
TELEPHONE	\$2	\$19	\$40	\$18	\$45	\$0	\$2	\$1	\$2	\$0	\$0	\$0	\$128
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
PRINTING & BINDING	\$8	\$0	\$15	\$0	\$6	\$0	\$35	\$1	\$18	\$0	\$0	\$0	\$83
LEGAL ADVERTISING	\$770	\$260	\$0	\$0	\$0	\$0	\$0	\$553	\$0	\$0	\$0	\$0	\$1,583
OTHER CURRENT CHARGES	\$121	\$90	\$99	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$309
OFFICE SUPPLIES	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
PROPERTY APPRAISER	\$163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$163
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
SUBTOTAL ADMINISTRATIVE:	\$15,339	\$5,000	\$3,898	\$7,795	\$4,054	\$5,583	\$3,668	\$11,259	\$3,278	\$0	\$0	\$0	\$59,894

**DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
OPERATIONS & MAINTENANCE													
CONTRACT SERVICES													
FIELD MANAGEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MITIGATION MONITORING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE													
GENERAL REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FOUNTAIN REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD & SIDEWALK MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ALLEYWAY & TRAIL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SIGNAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UTILITIES													
ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER & SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STREETLIGHTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL OPERATIONS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$15,339	\$5,000	\$3,898	\$7,795	\$4,054	\$5,583	\$3,688	\$11,259	\$3,278	\$0	\$0	\$0	\$59,894
EXCESS REVENUES (EXPENDITURES)	(\$15,339)	\$43,420	\$78,285	\$16,414	(\$4,054)	(\$5,460)	(\$20,522)	(\$11,240)	(\$3,278)	\$0	\$0	\$0	\$119,270

**DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	4.35%, 4.85%, 5.40%, 5.55%%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$209,945
RESERVE FUND BALANCE	\$209,945
BONDS OUTSTANDING - 02/08/18	\$6,170,000
LESS: PRINCIPAL PAYMENT - 05/01/20	(\$90,000)
CURRENT BONDS OUTSTANDING	\$6,080,000

**DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
TOTAL				\$ -
Fiscal Year 2019				
1/1/19		Interest		\$ 479.68
2/1/19		Interest		\$ 1,351.93
3/1/19		Interest		\$ 1,221.38
3/15/19		Transfer from Cost of Issuance		\$ 12,614.24
4/1/19		Interest		\$ 1,354.32
5/1/19		Interest		\$ 1,312.39
6/1/19		Interest		\$ 1,356.47
7/1/19		Interest		\$ 1,313.03
8/1/19		Interest		\$ 1,130.96
9/1/19		Interest		\$ 904.96
TOTAL				\$ 23,039.36
Project (Construction) Fund at 12/21/18				\$ 5,305,501.25
Interest Earned thru 09/30/19				\$ 23,039.36
Requisitions Paid thru 09/30/19				\$ -
Remaining Project (Construction) Fund				\$ 5,328,540.61

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
10/23/19	1	Dowden West CDD	Reimbursement for Construction Related Expenses	\$ 1,207.00
10/23/19	2	Dewberry Engineers, Inc.	Invoices: 1660182 & 1720723 - Construction Engineering Services	\$ 1,005.00
11/25/19	3	Mattamy Orlando, LLC	Beachline South Residential, LLC - Reimbursement of Construction Costs	\$ 4,613,688.00
6/1/20	4	Dewberry Engineers, Inc.	Invoices: 1757509, 1776886, 1780422 & 1792065 - Construction Engineering Services	\$ 4,387.50
TOTAL				\$ 4,620,287.50
Fiscal Year 2020				
10/1/19		Interest		\$ 788.32
11/1/19		Interest		\$ 678.86
11/5/19		Transfer from Cost of Issuance		\$ 967.57
12/1/19		Interest		\$ 486.30
1/1/20		Interest		\$ 91.16
2/1/20		Interest		\$ 90.92
3/1/20		Interest		\$ 75.29
4/1/20		Interest		\$ 33.93
5/1/20		Interest		\$ 5.87
6/1/20		Interest		\$ 6.06
TOTAL				\$ 3,224.28
Project (Construction) Fund at 09/30/19				\$ 5,328,540.61
Interest Earned thru 06/30/20				\$ 3,224.28
Requisitions Paid thru 06/30/20				\$ (4,620,287.50)
Remaining Project (Construction) Fund				\$ 711,477.39

