

*Dowden West Community  
Development District*

*Agenda*

*September 16, 2021*

# AGENDA

# *Dowden West*

## *Community Development District*

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

September 9, 2021

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

Dear Board Members:

The Board of Supervisors of Dowden West Community Development District will meet **Thursday, September 16, 2021 at 9:00 AM at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2021
  - B. Administration of Oath of Office to Newly Appointed Board Member
  - C. Consideration of Resolution 2021-09 Electing Assistant Secretary
4. Approval of Minutes of July 15, 2021 Meeting
5. Consideration of Landscape Maintenance Agreement with Yellowstone Landscape
6. Consideration of Aquatic Maintenance Agreement with Aquatic Weed Management
7. Consideration of Resolution 2021-08 Approving the Conveyance of Real Property and Improvements
8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
9. Supervisor's Requests
10. Other Business
11. Next Meeting Date
12. 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 appointment of individual to fulfill the Board vacancy with a term ending November 2021. Section C is the consideration of Resolution 2021-09 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 July 15, 2021 meeting. The minutes are enclosed for your review.

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

The sixth order of business is the consideration of the aquatic maintenance agreement with Aquatic Weed Management. A copy of the agreement is enclosed for your review.

The seventh order of business is the consideration of Resolution 2021-08 accepting the conveyance of real property from Beachline South Residential. A copy of the Resolution and supporting exhibits are enclosed for your review.

Section C of the eighth order of business is the District Manager's Report. Sub-Section 1 includes the check register for approval and Sub-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 C

**RESOLUTION 2021-09**

**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 16<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
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, July 15, 2021 at 9:00 a.m. in the offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Chuck Bell	Chairman
Tom Franklin	Vice Chairman
Connie Luong	Assistant Secretary

Also present were:

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

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

- A. Appointment of Individual to Fill the Board Vacancy with a Term Ending November 2021**
- B. Administration of Oath of Office to Newly Appointed Board Member**
- C. Consideration of Resolution 2021-07 Electing an Assistant Secretary**

This item tabled.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the April 15, 2021 Meeting**

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the minutes of the April 15, 2021 meeting were approved as presented.
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**FIFTH ORDER OF BUSINESS**

**Review and Acceptance of Fiscal Year 2020  
Audit Report**

Mr. Flint: The report has been provided to you under separate cover and there were no comments or findings, and it is a clean audit.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the Fiscal Year 2020 audit was accepted and transmittal of the final report to the State of Florida by staff was ratified.

**SIXTH ORDER OF BUSINESS**

**Public Hearing**

Mr. Flint: Next is the public hearing to adopt the budget and impose special assessments. We will open the public hearing and note for the record there are no members of the public here to provide comment or testimony.

**A. Consideration of Resolution 2021-06 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations**

Mr. Flint: The first resolution is 2021-06 adopting the Fiscal Year 2022 budget. The board previously approved a proposed budget and set today as the date, place, and time of the public hearing. Attached to the resolution as Exhibit A is the proposed budget and is substantially the same as what you have previously seen. We have updated the actuals through the end of May and projected the last four months of the current fiscal year for expenses. We believe we have captured in the 2022 budget all the expenses associated with the areas that will be coming online during the fiscal year. The platted lots will be on the tax bill and the direct bill is related to the prorated administrative budget and any shortfall will be through developer contribution.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor Resolution 2021-06 Adopting the fiscal year 2022 budget and relating to the annual appropriations was approved.

**B. Consideration of Resolution 2021-07 Imposing Special Assessments and Certifying the Assessment Roll**

Mr. Flint: The next public hearing is to impose the assessments. The budget you just adopted will be attached to this resolution as Exhibit A and the assessment roll will be attached as Exhibit B reflecting the per unit assessment amounts that were in the budget you just adopted.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor Resolution 2021-07 Imposing special assessments and certifying the assessment roll was approved.

**SEVENTH ORDER OF BUSINESS                      Requisition No. 7**

Mr. Flint: We added requisition #7 to reimburse Mattamy Homes in the amount of \$646,268.67. The engineer has been working with district counsel and the developer. This is related to some Phase 4 utility improvements that were constructed and conveyed to the district and from the district to OUC.

Ms. Trucco: The improvements were already conveyed from the developer to OUC and there is no conveyance that is part of this requisition at this time and we just need to approve the actual requisition.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor requisition no. 7 payable to Mattamy Homes in the amount of \$646,268.67 was approved.

**EIGHTH ORDER OF BUSINESS                      Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

There being none, the next item followed.

**C. Manager**

**i. Approval of Check Register**

Mr. Flint presented the check register from April 10, 2021 through July 8, 2021 in the amount of \$109,575.31.

On MOTION by Mr. Franklin seconded by Mr. Bell 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 – 98**

A copy of the letter from the supervisor of elections indicating that there are 98 registered voters residing within the district was included in the agenda package.

**iv. Designation of November 18, 2021 as Landowners' Meeting Date**

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor November 18, 2021 was designated as the landowners meeting date.

**v. Approval of Fiscal Year 2022 Meeting Schedule**

Mr. Flint: Each year we have to designate an annual meeting schedule and we have prepared a schedule based on the current practice of meeting the third Thursday of each month at 9:00 a.m. in this location.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the fiscal year 2022 meeting schedule reflecting meetings on the third Thursday of each month was approved.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Other Business**

Mr. Flint: You approved requisition #7 earlier in the meeting and I have requisition no. 6 today for \$2,150 to reimburse the District Engineer for professional services related to the bond issue. We will pay this out of the acquisition and construction account.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor requisition no. 6 payable to Dewberry in the amount of \$2,150 was approved.

**ELEVENTH ORDER OF BUSINESS**

**Next Meeting Date**

Mr. Flint: The next meeting date is August 19, 2021 at 9:00 a.m. in this location.

**TWELTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor  
the meeting adjourned at 9:11 a.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION V

## LANDSCAPE MAINTENANCE AGREEMENT

(Dowden West Community Development District and Yellowstone Landscape-Southeast, LLC)

**THIS LANDSCAPE MAINTENANCE AGREEMENT** (the “Agreement”), effective as of the 1st day of August, 2021 (the “Effective Date”), between the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** (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 (the “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: (i) this Landscape Maintenance Agreement; and (ii) the proposal, including pricing sheets and maps, prepared by the Contractor, attached hereto as Exhibit “A” (collectively the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

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

2. SCOPE OF SERVICES.

(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 the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Services on the Effective Date and shall perform same in accordance with the terms herein until September 30, 2022, in accordance with the Proposal and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District’s payment to the Contractor.

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) In accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$174,014.34 in accordance with the Proposal, after the Services are completed and have been inspected and approved by the District's authorized representative.

(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 Services as set forth in Article 2. Should this occur, a revised Scope of Services 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. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(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. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(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 shall, prior to performing any of the Services, 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. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(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 CONTRACTOR'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](mailto:GFLINT@GMSCFL.COM), OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: 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 (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, 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. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement

with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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 Governmental Management Services – Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: George Flint, District Manager  
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP  
111 N. Magnolia Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, District Counsel  
Telephone: (407) 481-5800

If to Contractor: Yellowstone Landscape  
P.O. Box 849  
Bunnell, Florida 32110  
Telephone: (386) 437-6211

(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 ORANGE 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 INTENTIONALLY LEFT 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

**Dowden West CDD**  
**Exhibit A**  
**Landscape Management Service Pricing Sheet**

Core Maintenance Services

**Mowing & Clean Up & Detailing** \$106,260.0  
*Includes mowing, edging, string-trimming,  
clean-up, shrub pruning, and weed removal*

**IPM - Fertilization & Pest Control** \$5,935.92  
*Fertilization/Fungicide/Insecticide/herbicide/weed control  
Common areas only*

**Irrigation Inspections** \$9,804.00  
*Includes monthly inspections with reports*

**Tree/Palm Pruning** \$10,372.00  
*Specialty 2x per Year/Sabal 1x per year  
Tree pruning up to 10' as needed throughout the year*

<b>Grand Total Annual</b>	<b>\$132,372.00</b>
<b>Monthly</b>	<b>\$11,031.00</b>

Additional Services

**Pine Bark Mulch (per cubic yard)** \$21,575.34  
*\*Estimate 350 Pine Bark. Job not complete when bid submitted*

<b>Grand Total Annual (with extra services)</b>	<b>\$153,947.34</b>
<b>Monthly (with extra services)</b>	<b>\$12,828.95</b>

Client Initial: \_\_\_\_\_



**Dowden West CDD - 5 Ponds**  
**Exhibit A**  
**Landscape Management Service Pricing Sheet**

Core Maintenance Services

**Mowing & Clean Up & Detailing** \$18,540.00  
*Includes mowing, edging, string-trimming,  
clean-up, shrub pruning, and weed removal*

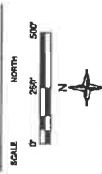
**IPM - Fertilization & Pest Control** \$650.00  
*Fertilization/Fungicide/Insecticide/herbicide/weed control  
Common areas only*

**Irrigation Inspections** \$850.00  
*Includes monthly inspections with reports*

**Tree/Palm Pruning** \$0.00  
*Palm pruning 2x per year  
Tree pruning up to 10' as needed throughout the year*

<b>Grand Total Annual</b>	<b>\$20,040.00</b>
<b>Monthly</b>	<b>\$1,670.00</b>

Client Initial: \_\_\_\_\_



NO.	DATE	BY	DESCRIPTION
1	08-18-2021	SM	PHASE 1 HOA / CDD MAINTAINED TRACTS
2	02-28-2021	SM	REVISED PRELIM

DESIGNED BY: SM  
 APPROVED BY: SM  
 CHECKED BY: SM  
 DATE: 02/28/2021  
 DRAWING NO.: 2021-01-001

TITLE: PHASE 1 HOA / CDD MAINTAINED TRACTS  
 SHEET NO.: 1 OF 1

1 2 3 4 5

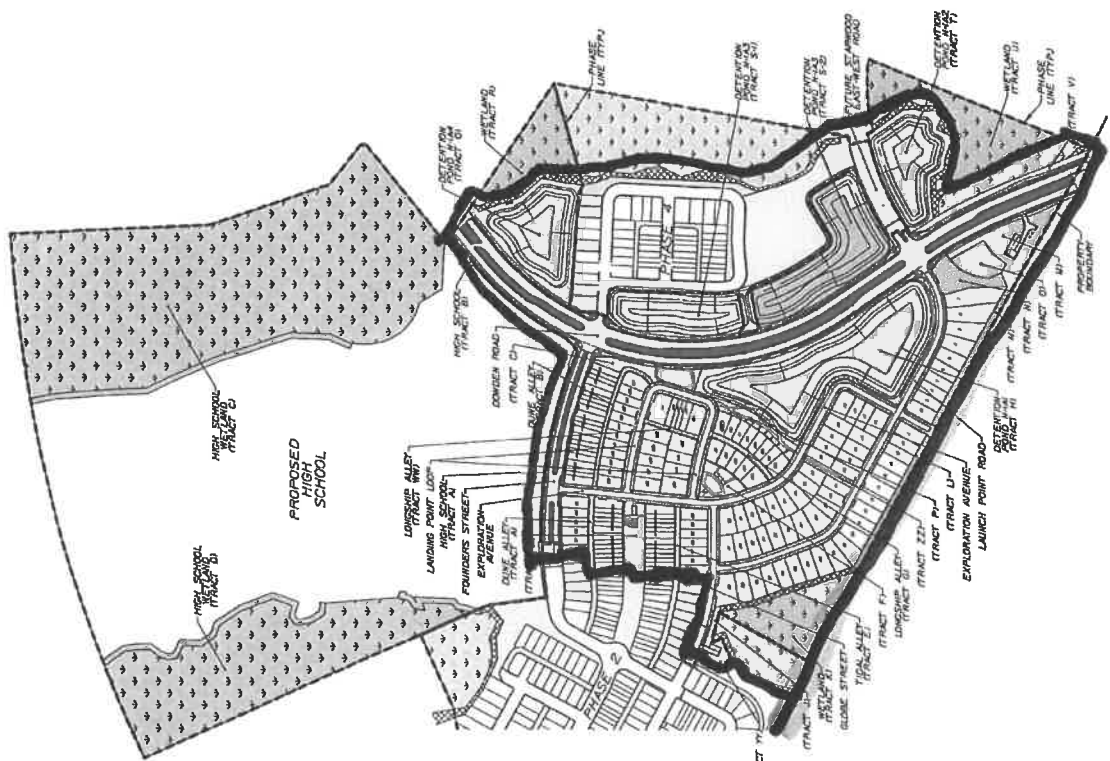
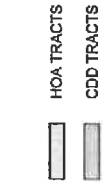
TRACT AREA	USE	MAINTENANCE
A	ALLEY	CDD
B	ALLEY	CDD
C	OPEN SPACE	CDD
D	PARK	HOA
E	ALLEY	CDD
F	PARK	HOA
G	ALLEY	CDD
H	STORMWATER POND	CDD
I	OPEN SPACE	CDD
J	CONSERVATION	CDD
K	OPEN SPACE	CDD
L	OPEN SPACE	CDD
M	OPEN SPACE	CDD
N	OPEN SPACE	CDD
O	OPEN SPACE	CDD
P	PARK	CDD
Q	STORMWATER POND	CDD
R	CONSERVATION	CDD
S	STORMWATER POND	CDD
T	STORMWATER POND	CDD
U	STORMWATER POND	CDD
V	CONSERVATION	CDD
W	OPEN SPACE	CDD
X	ALLEY	CDD
Y	OPEN SPACE	CDD
Z	OPEN SPACE	HOA

TRACT	HWL AREA	OPEN SPACE
R-1A	4.80 AC.	2.80 AC.
R-1B	1.51 AC.	1.40 AC.
R-1C	4.25 AC.	2.82 AC.
R-1D	1.72 AC.	1.87 AC.

ALLEY	TRACT	WIDTH	LENGTH
DUNE ALLEY	A	20'	384 LF
TIDAL ALLEY	E	20'	259 LF
LONGSHIP ALLEY	G	20'	340 LF
DUNE ALLEY	B	20'	583 LF
LONGSHIP ALLEY	M	20'	292 LF

TRACT AREA	USE	MAINTENANCE
A	SIDEWALK/UTILITY	CDD
B	SIDEWALK/UTILITY	CDD
C	CONSERVATION	CDD
D	CONSERVATION	CDD

TRACT AREA	USE	MAINTENANCE
400	OPEN SPACE	CDD



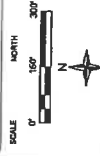
E  
D  
C  
B  
A



Dewberry Engineers Inc.  
 10000 International Blvd.  
 Suite 100  
 Jacksonville, FL 32217  
 Phone: 904.251.1000  
 Fax: 904.251.1001  
 www.dewberry.com

BEACHLINE SOUTH RESIDENTIAL, LLC  
 MAINTAINED TRACTS  
 HOA/CDD  
 PHASES 14  
 MERIDIAN PARKS

2149201



NO.	DATE	BY	DESCRIPTION
1	02/21/2011	JAM	PRELIMINARY PERMIT
2	03/01/2011	JAM	REVISED PERMIT

DESIGNED BY: JAM  
 CHECKED BY: JAM  
 DATE: 03/01/2011  
 DESIGNER: JAM

PHASE 4  
 HOA/CDD  
 MAINTAINED  
 TRACTS

PROJECT NO. DOW\_140001

1 OF 1

SHEET NO.

1 2 3 4 5

TRACT SUMMARY (N-14)		
TRACT	AREA	USE
A	370 sq.	RECREATION
B	650 sq.	OPEN SPACE
C	850 sq.	WETLAND/BUFFER
D	077 sq.	ALLEY
E	029 sq.	OPEN SPACE
F	029 sq.	OPEN SPACE
G	029 sq.	OPEN SPACE
H	029 sq.	STORMWATER POND

ALLEY SUMMARY		
ALLEY	TRACT	WIDTH
TRADING ALLEY	E	20'
TRADING ALLEY	E	20'



HOA TRACTS  
 CDD TRACTS

## SECTION IV



## AQUATIC MAINTENANCE AGREEMENT

(Dowden West Community Development District and Aquatic Weed Management, Inc.)

**THIS AQUATIC MAINTENANCE AGREEMENT** (the “Agreement”), effective as of the 1st day of August, 2021 (the “Effective Date”), between the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** (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 **AQUATIC WEED MANAGEMENT, INC.**, a Florida corporation (the “Contractor”), whose mailing address is P.O. Box 1259, Haines City, Florida 33845.

### 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: (i) this Aquatic Maintenance Agreement; and (ii) the Proposal, prepared by the Contractor, attached hereto as Exhibit “A” (the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

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

2. SCOPE OF SERVICES.

(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 the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Services on the Effective Date and shall perform same in accordance with the terms herein until September 30, 2022, in accordance with the Proposal and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District’s payment to the Contractor.

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) In accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee monthly of \$600.00, after the Services are completed and have been inspected and approved by the District's authorized representative.

(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 Services as set forth in Article 2. Should this occur, a revised Scope of Services 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. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(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. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(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 shall, prior to performing any of the Services, 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. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(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](mailto:GFLINT@GMSCFL.COM), OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: 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 (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, 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. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement



with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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 Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: George Flint, District Manager  
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP  
111 N. Magnolia Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, District Counsel  
Telephone: (407) 481-5800

If to Contractor: Aquatic Weed Management, Inc.  
P.O. Box 1259  
Haines City, Florida 33845  
Telephone: (863) 412-1919

(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 ORANGE 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 INTENTIONALLY LEFT BLANK]*

**SIGNATURE PAGE TO  
AQUATIC 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:**

**AQUATIC WEED MANAGEMENT,  
INC., a Florida corporation**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**PROPOSAL**

*[ATTACHED]*

Aquatic Weed Management, Inc.  
P.O. Box 1259  
Haines City, FL 33845  
863-412-1919

# Estimate

**Date** 9/1/2021  
**Estimate #** 1024

Name / Address
Dowden West CDD Governmental Management Services, Central 9145 Narcoossee Rd., Ste A206 Orlando, FL 32827

**P.O. #**  
**Terms**

**Due Date** 9/1/2021  
**Other**

Description	Qty	Rate	Total
Monthly pond herbicide maintenance on 5 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.		600.00	600.00
Thank you for your business!			<b>Subtotal</b> \$600.00
			<b>Sales Tax (0.0%)</b> \$0.00
			<b>Total</b> \$600.00

waterweed1@aol.com

863-412-1919  
863-438-0087

## SECTION VII

**RESOLUTION 2021-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM BEACHLINE SOUTH RESIDENTIAL, LLC; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Dowden West Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

**WHEREAS**, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

**WHEREAS**, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

**WHEREAS**, Beachline South Residential, LLC, a Florida limited liability company (hereinafter “Beachline”), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”), from Beachline to the District; and

**WHEREAS**, the District Counsel and the District Manager have reviewed the conveyances from Beachline, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit “A,” to evidence compliance with the requirements of the District for accepting the conveyances.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the District (the “Board”), as follows:

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.



2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," from Beachline to the District, and approves and accepts the documents evidencing such conveyances in Exhibit "A."

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit "A," and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

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

*[Continues on the Following Pages]*

**PASSED** in public meeting of the Board of Supervisors of the Dowden West Community Development District, this 16th day of September, 2021.

**DOWDEN WEST COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Print: \_\_\_\_\_  
Secretary/Asst. Secretary

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

**EXHIBIT "A"**

**CONVEYANCE DOCUMENTS**

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement
3. Owner's Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer

**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.  
Latham, Luna, Eden & Beaudine LLP  
201 S. Orange Avenue, Suite 1400  
Orlando, Florida 32801

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made as of this \_\_\_\_\_ day of September, 2021 by **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, to **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes* (the “Grantee”), whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN  
BY REFERENCE.**

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby specially warrants that title to the Property is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2021 and subsequent years, and that the Grantor will defend title to the Property against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

**“GRANTOR”**

**BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

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

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

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of September, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
Comm. Exp.: \_\_\_\_\_; Comm. No.: \_\_\_\_\_

**EXHIBIT "A"**

**Description of the Property**

Tract V, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract S-1, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract S-2, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract T, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract B, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract C, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract D, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract E, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract F, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract H, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract AA, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract I, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract T, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z1, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z2, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z3, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z4, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z5, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract H, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

**BILL OF SALE ABSOLUTE AND AGREEMENT**

Dowden West Community Development District

**THIS BILL OF SALE ABSOLUTE AND AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and

**RECITALS**

**WHEREAS**, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

**WHEREAS**, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

**WHEREAS**, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance of the Improvements from the Developer.

**NOW, THEREFORE**, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Orange and the State of Florida, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever.

3. All personal property described and conveyed herein is conveyed with all express or implied warranties of merchantability, fitness for use or other warranties not expressly stated herein, as applicable.

4. 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 agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**BEACHLINE SOUTH RESIDENTIAL,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Printed Name

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of September, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

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

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE**  
Dowden West Community Development District

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

ATTEST:

By: \_\_\_\_\_  
Secretary/Asst. Secretary

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

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

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

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of September, 2021, by \_\_\_\_\_, as Chairman of the Board of Supervisors of the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf, and was attested to by \_\_\_\_\_ as the Secretary/Assistant Secretary of the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, on its behalf. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

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

**EXHIBIT "A"**

**LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT**

1. Stormwater Management System
2. Electrical Service Systems
3. Conservation Mitigation
4. Roadway Systems
5. Landscaping/Hardscaping/Irrigation
6. Professional Fees – Surveys, Plats and Plans

**LOCATED ON THE FOLLOWING PROPERTY:**

Tract V, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract S-1, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract S-2, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract T, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract B, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract C, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract D, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract E, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract F, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract H, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract AA, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract I, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract T, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z1, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z2, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z3, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z4, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Z5, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract H, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

**OWNER'S AFFIDAVIT**

Dowden West Community Development District

**STATE OF FLORIDA**

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

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_ (“Affiant”) as \_\_\_\_\_ of **Beachline South Residential, LLC**, a Florida limited liability company, whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his/her own knowledge that the Owner is the fee simple title holder to certain lands located in Orange County, Florida (the “Property”) and of certain infrastructure improvements on the Property (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant is the \_\_\_\_\_ of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the following plats: plat of (1) Starwood Phase N-1A, as recorded in Plat Book 97, Page 149, of the Official Records of Orange County, Florida; (2) Starwood Phase N-1A Replat, as recorded in Plat Book 98, Page 119, of the Official Records of Orange County, Florida; (3) Starwood Phase N-14, as recorded in Plat Book 103, Page 142, of the Official Records of Orange County, Florida; (4) Starwood Phase N-1B North, as recorded in Plat Book 105, Page 124, of the Official Records of Orange County, Florida; and (5) Starwood Phase N-1B South, as recorded in Plat Book 106, Page 62, of the Official Records of Orange County, Florida (collectively, the “Plats”).

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plats, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Dowden West Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective dates, respectively, of the Plats and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to the District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 47-2883259; (v) has a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

*[SIGNATURES ON FOLLOWING PAGE]*

**FURTHER AFFIANT SAYETH NAUGHT.**

**DATED:** \_\_\_\_\_, 2021

Signed, sealed and delivered in our presence:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**BEACHLINE SOUTH RESIDENTIAL,  
LLC**, a Florida limited liability company

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

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

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

**STATE OF FLORIDA**

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of September, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public; State of Florida

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

Comm. Exp.: \_\_\_\_\_; Comm. No.: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

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### **IMPROVEMENTS**

1. Stormwater Management System
2. Electrical Service Systems
3. Conservation Mitigation
4. Roadway Systems
5. Landscaping/Hardscaping/Irrigation
6. Professional Fees – Surveys, Plats and Plans

**AGREEMENT REGARDING TAXES**  
Dowden West Community Development District

**THIS AGREEMENT REGARDING TAXES** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **BEACHLINE SOUTH RESIDENTAL, LLC**, a Florida limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Developer”), and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”).

**WITNESSETH**

**WHEREAS**, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

**WHEREAS**, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Special Warranty Deed and Bill of Sale Absolute and Agreement; and

**WHEREAS**, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Orange County Property Appraiser because of the District’s status as a governmental entity; and

**WHEREAS**, in conjunction with the conveyance of the Property and Improvements from Developer to the District, Developer and the District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2020 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2021.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property and Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Orange County Property Appraiser and, subsequent to tax year 2021, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

*[SIGNATURE PAGE FOLLOWS]*

**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES**  
Dowden West Community Development District

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

**WITNESSES:**

**BEACHLINE SOUTH RESIDENTIAL, LLC**, a  
Florida limited liability company

X \_\_\_\_\_

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

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

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

X \_\_\_\_\_

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

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

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

**ATTEST**

X \_\_\_\_\_

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

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

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

Secretary/Asst. Secretary

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

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#### **IMPROVEMENTS**

1. Stormwater Management System
2. Electrical Service Systems
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5. Landscaping/Hardscaping/Irrigation
6. Professional Fees – Surveys, Plats and Plans

**CERTIFICATE OF DISTRICT ENGINEER**  
Dowden West Community Development District

I, **Robert M. Johnson**, of **Dewberry Engineers Inc.**, a New York corporation, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. 8794, with offices located at 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803 (“Dewberry”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Dewberry, currently serve as District Engineer to the Dowden West Community Development District (the “District”).

2. That the District proposes to accept from **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Property and Improvements from the Developer to the District and the District’s acceptance of such Property and Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Property and Improvements are in a condition acceptable for acceptance by the District.

5. That the Property and Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Property and Improvements, if any, that have actually been provided to Dewberry are being held by Dewberry as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

**SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER**

Dowden West Community Development District

**DATED:** \_\_\_\_\_, 2021

Witness: \_\_\_\_\_

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

\_\_\_\_\_

**Robert M. Johnson**  
State of Florida License No.: 77677  
on behalf of the company,  
Dewberry Engineers Inc.

Witness: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021 by **ROBERT M. JOHNSON** of Dewberry Engineers Inc., a New York corporation, on behalf of said corporation. Said person is [ ] personally known to me or [ ] has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

(SEAL)

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

Comm. Exp.: \_\_\_\_\_

Comm. No.: \_\_\_\_\_



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# SECTION VIII

# SECTION C

# SECTION 1

**Dowden West**  
**Community Development District**

Summary of Checks

July 9, 2021 to September 7, 2021

<b>Bank</b>	<b>Date</b>	<b>Check No.'s</b>		<b>Amount</b>
General Fund	7/16/21	147-148	\$	4,709.42
	7/30/21	149	\$	563.50
	8/16/21	150-151	\$	5,119.67
	8/23/21	152	\$	852.90
	8/27/21	153	\$	1,339.00
	9/1/21	154	\$	500.00
			\$	13,084.49
			\$	<b>13,084.49</b>

\*\*\* CHECK DATES 07/09/2021 - 09/07/2021 \*\*\* DOWDEN WEST - GENERAL FUND BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK. .... AMOUNT #
7/16/21	00006	1984560	202106	310-51300-31100			ENGINEER SERVICES JUN 21	DEWBERRY ENGINEERS, INC.	*	200.00	200.00 000147
7/16/21	00001						MANAGEMENT FEES JULY 21		*	2,916.67	
7/01/21	62						202107 310-51300-34000		*	50.00	
7/01/21	62						202107 310-51300-35100		*	291.67	
7/01/21	62						INFO TECHNOLOGY JULY 21		*	.06	
7/01/21	62						202107 310-51300-31300		*	1.02	
7/01/21	62						DISSEMINATION JULY 21		*	1,250.00	
7/01/21	62						202107 310-51300-51000		*		
7/01/21	62						OFFICE SUPPLIES		*		
7/01/21	62						202107 310-51300-42000		*		
7/01/21	63						POSTAGE		*		
7/01/21	63						202107 320-53800-12000		*		
7/01/21	63						FIELD MANAGEMENT JULY 21		*		
7/30/21	00002	98726	202106	310-51300-31500			LEGAL SERVICES JUNE 21	GOVERNMENTAL MANAGEMENT SERVICES-	*	563.50	4,509.42 000148
8/16/21	00001						MANAGEMENT FEES AUGUST 21	LATHAM, LUNA, EDEN& BEAUDINE, LLP	*	2,916.67	563.50 000149
8/01/21	64						202108 310-51300-34000		*	50.00	
8/01/21	64						202108 310-51300-35100		*	291.67	
8/01/21	64						INFO TECHNOLOGY AUGUST 21		*	.15	
8/01/21	64						202108 310-51300-31300		*	17.28	
8/01/21	64						DISSEMINATION AUGUST 21		*	33.90	
8/01/21	64						202108 310-51300-51000		*		
8/01/21	64						OFFICE SUPPLIES		*	1,250.00	
8/01/21	64						202108 310-51300-42000		*		
8/01/21	64						POSTAGE		*		
8/01/21	64						202108 310-51300-42500		*		
8/01/21	65						COPIES		*		
8/01/21	65						202108 320-53800-12000		*		
8/01/21	65						FIELD MANAGEMENT AUGUST21		*		
8/16/21	00004	03986199	202107	310-51300-48000			NOT OF REG BOS MEETING	GOVERNMENTAL MANAGEMENT SERVICES-	*	560.00	4,559.67 000150
7/31/21							ORLANDO SENTINEL		*		
8/16/21	00002	98998	202107	310-51300-31500			LEGAL SERVICES - JUL 21	LATHAM, LUNA, EDEN& BEAUDINE, LLP	*	852.90	560.00 000151
8/23/21									*		852.90 000152

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/27/21	00009	08272021	202108	300	20700	-	10100	DOWDEN WEST CDD/US BANK	*	1,339.00	1,339.00 000153
								ASSESSMENT TXFER - S2018			
9/01/21	00006	1998444	202107	310	51300	-	31100	DEWBERRY ENGINEERS, INC.	*	500.00	500.00 000154
								ENGINEER SERVICES-JUL 21			

TOTAL FOR BANK A 13,084.49  
 TOTAL FOR REGISTER 13,084.49

DOWD DOWDEN WEST MBYINGTON



## SECTION 2

***Dowden West***  
***Community Development District***

***Unaudited Financial Reporting***  
***July 31, 2021***



# Table of Contents

1	<hr/>	<u>Balance Sheet</u>
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5	<hr/>	<u>Capital Projects Fund</u>
6-7	<hr/>	<u>Month to Month</u>
8	<hr/>	<u>Long Term Debt Summary</u>
9	<hr/>	<u>Series 2018 Construction Schedule</u>
10	<hr/>	<u>Assessment Receipt Schedule</u>

**Dowden West**  
**Community Development District**  
**Combined Balance Sheet**  
**July 31, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Cash	\$ 99,577	\$ -	\$ -	\$ 99,577
<b>Series 2018</b>				
Reserve	\$ -	\$ 209,945	\$ -	\$ 209,945
Revenue	\$ -	\$ 168,426	\$ -	\$ 168,426
Project Fund	\$ -	\$ -	\$ 55,783	\$ 55,783
Prepaid Expenses	\$ 1,010	\$ -	\$ -	\$ 1,010
Due From General Fund	\$ -	\$ 1,339	\$ -	\$ 1,339
<b>Total Assets</b>	<b>\$ 100,587</b>	<b>\$ 379,710</b>	<b>\$ 55,783</b>	<b>\$ 536,080</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 1,944	\$ -	\$ -	\$ 1,944
Due To Debt Service	\$ 1,339	\$ -	\$ -	\$ 1,339
<b>Total Liabilities</b>	<b>\$ 3,283</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,283</b>
<b>Fund Balances:</b>				
Unassigned	\$ 97,305	\$ -	\$ -	\$ 97,305
Assigned for Debt Service	\$ -	\$ 379,710	\$ -	\$ 379,710
Assigned for Capital Projects	\$ -	\$ -	\$ 55,783	\$ 55,783
<b>Total Fund Balances</b>	<b>\$ 97,305</b>	<b>\$ 379,710</b>	<b>\$ 55,783</b>	<b>\$ 532,797</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 100,587</b>	<b>\$ 379,710</b>	<b>\$ 55,783</b>	<b>\$ 536,080</b>

**Dowden West**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending July 31, 2021**

	Adopted Budget	Prorated Budget Thru 07/31/21	Actual Thru 07/31/21	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 80,455	\$ 80,455	\$ 82,192	\$ 1,737
Assessments - Direct	\$ 96,839	\$ 96,839	\$ 96,839	\$ -
Developer Contributions	\$ 89,968	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 267,262</b>	<b>\$ 177,294</b>	<b>\$ 179,031</b>	<b>\$ 1,737</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Supervisor Fees	\$ 4,800	\$ 4,000	\$ 800	\$ 3,200
FICA Expense	\$ 367	\$ 306	\$ 61	\$ 245
Engineering	\$ 12,000	\$ 10,000	\$ 3,245	\$ 6,755
Attorney	\$ 25,000	\$ 20,833	\$ 12,130	\$ 8,703
Arbitrage	\$ 450	\$ 450	\$ 450	\$ -
Dissemination Fees	\$ 3,500	\$ 2,917	\$ 2,917	\$ 0
Annual Audit	\$ 3,375	\$ 3,375	\$ 3,375	\$ -
Trustee Fees	\$ 3,500	\$ 3,500	\$ 4,041	\$ (541)
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 35,000	\$ 29,167	\$ 29,167	\$ (0)
Information Technology	\$ 600	\$ 500	\$ 500	\$ -
Telephone	\$ 300	\$ 250	\$ -	\$ 250
Postage	\$ 1,000	\$ 833	\$ 106	\$ 727
Insurance	\$ 5,500	\$ 5,500	\$ 5,381	\$ 119
Printing & Binding	\$ 1,000	\$ 833	\$ 85	\$ 749
Legal Advertising	\$ 5,000	\$ 4,167	\$ 560	\$ 3,607
Other Current Charges	\$ 1,000	\$ 1,000	\$ 1,040	\$ (40)
Office Supplies	\$ 625	\$ 521	\$ 2	\$ 519
Property Appraiser	\$ 250	\$ 250	\$ 163	\$ 87
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 108,442</b>	<b>\$ 93,577</b>	<b>\$ 69,197</b>	<b>\$ 24,380</b>

**Dowden West**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending July 31, 2021**

	Adopted Budget	Prorated Budget Thru 07/31/21	Actual Thru 07/31/21	Variance
<b>Operations and Maintenance Expenses</b>				
<b>Contract Services</b>				
Field Management	\$ 15,000	\$ 12,500	\$ 12,500	\$ -
Landscape Maintenance	\$ 34,560	\$ 13,835	\$ 13,835	\$ -
Lake Maintenance	\$ 10,260	\$ 8,550	\$ -	\$ 8,550
Mitigation Monitoring	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
<b>Repairs &amp; Maintenance</b>				
General Repairs & Maintenance	\$ 2,000	\$ 1,667	\$ -	\$ 1,667
Operating Supplies	\$ 500	\$ 417	\$ -	\$ 417
Landscape Replacement	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Fountain Repairs & Maintenance	\$ 7,000	\$ 5,833	\$ -	\$ 5,833
Irrigation Repairs	\$ 3,000	\$ 2,500	\$ 277	\$ 2,223
Road & Sidewalk Maintenance	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Alleyway & Trail Maintenance	\$ 1,500	\$ 1,250	\$ -	\$ 1,250
Signage	\$ 3,500	\$ 2,917	\$ -	\$ 2,917
<b>Utilities</b>				
Electric	\$ 1,000	\$ 833	\$ -	\$ 833
Water & Sewer	\$ 14,000	\$ 11,667	\$ -	\$ 11,667
Streetlights	\$ 40,000	\$ 33,333	\$ 28,846	\$ 4,488
<b>Other</b>				
Contingency	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Property Insurance	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 158,820</b>	<b>\$ 117,635</b>	<b>\$ 55,457</b>	<b>\$ 62,178</b>
<b>Total Expenditures</b>	<b>\$ 267,262</b>	<b>\$ 211,212</b>	<b>\$ 124,654</b>	<b>\$ 86,558</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 54,377</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 42,928</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 97,305</b>	

**Dowden West**  
**Community Development District**  
**Debt Service Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending July 31, 2021**

	Adopted Budget	Prorated Budget Thru 07/31/21	Actual Thru 07/31/21	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 127,652	\$ 127,652	\$ 130,408	\$ 2,756
Assessments - Direct	\$ 292,340	\$ 292,340	\$ 292,340	\$ -
Interest	\$ -	\$ -	\$ 17	\$ 17
<b>Total Revenues</b>	<b>\$ 419,992</b>	<b>\$ 419,992</b>	<b>\$ 422,764</b>	<b>\$ 2,772</b>
<b>Expenditures:</b>				
<i>General &amp; Administrative:</i>				
Interest - 11/1	\$ 163,035	\$ 163,035	\$ 163,035	\$ -
Principal - 5/1	\$ 95,000	\$ 95,000	\$ 95,000	\$ -
Interest - 5/1	\$ 163,035	\$ 163,035	\$ 163,035	\$ -
<b>Total Expenditures</b>	<b>\$ 421,070</b>	<b>\$ 421,070</b>	<b>\$ 421,070</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (1,078)</b>		<b>\$ 1,694</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 168,152</b>		<b>\$ 378,015</b>	
<b>Fund Balance - Ending</b>	<b>\$ 167,074</b>		<b>\$ 379,710</b>	

**Dowden West**  
**Community Development District**  
**Capital Projects Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending July 31, 2021**

	Adopted Budget	Prorated Budget Thru 07/31/21	Actual Thru 07/31/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 29	\$ 29
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29</b>	<b>\$ 29</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Capital Outlay	\$ -	\$ -	\$ 648,419	\$ (648,419)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 648,419</b>	<b>\$ (648,419)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (648,389)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 704,172</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,783</b>	



**Dowden West**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments- Tax Roll	\$ -	\$ 2,420	\$ 58,391	\$ 16,458	\$ 437	\$ 3,335	\$ 306	\$ -	\$ 2	\$ 844	\$ -	\$ -	\$ 82,192
Assessments- Direct	\$ 48,420	\$ -	\$ -	\$ 24,210	\$ -	\$ -	\$ -	\$ 24,210	\$ -	\$ -	\$ -	\$ -	\$ 96,839
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 48,420</b>	<b>\$ 2,420</b>	<b>\$ 58,391</b>	<b>\$ 40,667</b>	<b>\$ 437</b>	<b>\$ 3,335</b>	<b>\$ 306</b>	<b>\$ 24,210</b>	<b>\$ 2</b>	<b>\$ 844</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 179,031</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ 200	\$ -	\$ 200	\$ -	\$ 200	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ 800
FICA Expense	\$ -	\$ -	\$ 15	\$ -	\$ 15	\$ -	\$ 15	\$ -	\$ -	\$ 15	\$ -	\$ -	\$ 61
Engineering	\$ 790	\$ -	\$ 600	\$ 300	\$ -	\$ -	\$ 755	\$ 100	\$ 200	\$ 500	\$ -	\$ -	\$ 3,245
Attorney	\$ 1,118	\$ 1,198	\$ 2,514	\$ 495	\$ 2,598	\$ 819	\$ 1,094	\$ 880	\$ 564	\$ 853	\$ -	\$ -	\$ 12,130
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination Fees	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ -	\$ -	\$ 2,917
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,375	\$ -	\$ -	\$ -	\$ 3,375
Trustee Fees	\$ 1,010	\$ -	\$ -	\$ 3,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,041
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ 29,167
Information Technology	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ -	\$ 500
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 22	\$ 23	\$ 15	\$ 4	\$ 4	\$ 27	\$ 5	\$ 4	\$ 2	\$ 1	\$ -	\$ -	\$ 106
Printing & Binding	\$ 8	\$ 1	\$ -	\$ 20	\$ -	\$ 28	\$ 7	\$ 21	\$ -	\$ -	\$ -	\$ -	\$ 85
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ 2
Insurance	\$ 5,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,381
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Appraiser	\$ -	\$ -	\$ 163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560	\$ -	\$ -	\$ 560
Other Current Charges	\$ -	\$ 265	\$ 126	\$ 125	\$ 144	\$ 132	\$ 132	\$ 33	\$ 41	\$ 41	\$ -	\$ -	\$ 1,040
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 16,763</b>	<b>\$ 4,746</b>	<b>\$ 6,892</b>	<b>\$ 7,232</b>	<b>\$ 6,670</b>	<b>\$ 4,264</b>	<b>\$ 5,466</b>	<b>\$ 4,296</b>	<b>\$ 7,440</b>	<b>\$ 5,428</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 69,197</b>

# Dowden West

## Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Operations and Maintenance Expenses</b>													
<b>Contract Services</b>													
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ 12,500
Landscape Maintenance	\$ 2,767	\$ 2,767	\$ 2,767	\$ 2,767	\$ 2,767	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,835
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mitigation Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Repairs &amp; Maintenance</b>													
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fountain Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 277	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277
Road & Sidewalk Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alleyway & Trail Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Utilities</b>													
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ 3,187	\$ 3,234	\$ -	\$ -	\$ 6,482	\$ 3,198	\$ 3,198	\$ 3,150	\$ 3,198	\$ 3,198	\$ -	\$ -	\$ 28,846
<b>Other</b>													
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operations and Maintenance Expenses</b>	\$ 7,480	\$ 7,251	\$ 4,017	\$ 4,017	\$ 10,499	\$ 4,448	\$ 4,448	\$ 4,400	\$ 4,448	\$ 4,448	\$ -	\$ -	\$ 55,457
<b>Total Expenditures</b>	\$ 24,243	\$ 11,997	\$ 10,909	\$ 11,249	\$ 17,169	\$ 8,712	\$ 9,914	\$ 8,696	\$ 11,888	\$ 9,877	\$ -	\$ -	\$ 124,654
<b>Excess Revenues (Expenditures)</b>	\$ 24,177	\$ (9,577)	\$ 47,482	\$ 29,418	\$ (16,732)	\$ (5,377)	\$ (9,409)	\$ 15,514	\$ (11,886)	\$ (9,033)	\$ -	\$ -	\$ 54,377

**Dowden West**  
**Community Development District**  
**Long Term Debt Summary**

<b>SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS</b>		
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)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$95,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$5,985,000</b>

## Dowden West

Community Development District

Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2020</b>				
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
7/23/20	5	Dewberry Engineers, Inc.	Invoices: 1828788 & 1840854 - Construction Engineering Services	\$7,315.00
<b>TOTAL</b>				<b>\$4,627,602.50</b>

<b>Fiscal Year 2020</b>				
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
7/1/20		Interest		\$3.50
8/1/20		Interest		\$3.30
9/1/20		Interest		\$2.98
<b>TOTAL</b>				<b>\$3,234.06</b>

<b>Project (Construction) Fund at 09/30/19</b>	<b>\$5,328,540.61</b>
<b>Interest Earned thru 9/30/20</b>	<b>\$3,234.06</b>
<b>Requisitions Paid thru 9/30/20</b>	<b>(\$4,627,602.50)</b>
<b>Remaining Project (Construction) Fund</b>	<b>\$704,172.17</b>

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2021</b>				
7/22/21	6	Mattamy Orlando, LLC	Reimbursement of Construction Costs	\$646,268.67
7/19/21	7	Dewberry Engineers, Inc.	Invoices: 1895912, 1906211 & 1937104 - Construction Engineering Services	\$2,150.00
<b>TOTAL</b>				<b>\$648,418.67</b>

<b>Fiscal Year 2021</b>				
10/1/20		Interest		\$2.89
11/1/20		Interest		\$2.98
12/1/20		Interest		\$2.89
1/1/21		Interest		\$2.98
2/1/21		Interest		\$2.99
3/1/21		Interest		\$2.70
4/1/21		Interest		\$2.99
5/1/21		Interest		\$2.89
6/1/21		Interest		\$2.99
7/1/21		Interest		\$2.89
<b>TOTAL</b>				<b>\$29.19</b>

<b>Project (Construction) Fund at 09/30/20</b>	<b>\$704,172.17</b>
<b>Interest Earned thru 07/31/21</b>	<b>\$29.19</b>
<b>Requisitions Paid thru 07/31/21</b>	<b>(\$648,418.67)</b>
<b>Remaining Project (Construction) Fund</b>	<b>\$55,782.69</b>

