Dowden West Community Development District

Agenda

December 17, 2020

AGENDA

Dowden West

Community Development District

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

December 10, 2020

Board of Supervisors Dowden West Community Development District

Dear Board Members:

The Board of Supervisors of Dowden West Community Development District will meet Thursday, December 17, 2020 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. Consideration of Resolution 2021-02 Electing Assistant Secretary
- 4. Approval of Minutes of September 17, 2020 Meeting
- 5. Consideration of Lighting Agreement with OUC for Portion of Village N-14
- 6. Consideration of Resolution 2021-01 Accepting the Conveyance of Improvements in Phase N-14
- 7. Consideration of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
- 8. Consideration of Partial Release of Lien for Special Assessments and Delegation of Authority to Execute
- 9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- 10. Supervisor's Requests
- 11. Other Business
- 12. Next Meeting Date
- 13. 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 B is the

consideration of Resolution 2021-02 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 September 17, 2020. The minutes are enclosed for your review.

The fifth order of business is the consideration of the street lighting agreement with OUC for a portion of Village N-14. A copy of the agreement is enclosed for your review.

The sixth order of business is the consideration of Resolution 2021-01 Accepting the Conveyance of Improvements in Phase N-14. A copy of the Resolution and supporting documents are enclosed for your review.

The seventh order of business is the consideration of the non-ad valorem assessment administration agreement with the Orange County Property Appraiser. A copy of the agreement is enclosed for your review.

The eighth order of business is the consideration of the partial release of lien for special assessments and delegation of authority to execute the final document. A copy of the draft release of lien is enclosed for your review.

Section C of the ninth 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

2 1 7 -

CC: Jan Carpenter, District Counsel Bobby Johnson, District Engineer

Darrin Mossing, GMS

Enclosures

SECTION III

SECTION B

RESOLUTION 2021-02

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

WHEREAS, the Board of Supervisors desires to elect						Distr	'ict
	NOW, THEREFORE, BE I OF SUPERVISORS C COMMUNITY DEVELOR	OF THE	DOW	VDEN V	ARD VEST		
1. Board	d of Supervisors.	is	elected	Assistant	Secretary	of t	he
Adopted this	s 17 th day of December, 2020).					
Secretary/A	ssistant Secretary		Chai	rman/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, September 17, 2020 at 9:00 a.m. via Zoom.

Present and constituting a quorum were:

Chuck Bell

Chairman

Tom Franklin

Vice Chairman

Gregory Clark

Assistant Secretary

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 2020-14 Electing an Assistant Secretary

This item was deferred.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the August 20, 2020 Meeting

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the minutes of the August 20, 2020 meeting were approved as presented. September 17, 2020 Dowden West CDD

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2021 Developer Funding Agreement

Mr. Flint: This developer funding agreement is being approved in conjunction with the budget you approved at the last meeting. Since a portion of the development is still undeveloped there is a combination of on-roll, off-roll and developer funding. This is the standard funding agreement that the Board and ownership entity entered into in the past.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the Fiscal Year 2021 developer funding agreement with Beachline South Residential, LLC was approved.

SIXTH 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 August 14, 2020 through September 9, 2020 in the amount of \$45,518.25.

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

ii. Balance Sheet and Income Statement

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

SEVENTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS Next Meeting Date

On MOTION by Mr.	Franklin	seconded	by Mr.	Bell	with all	l in favor
the meeting adjourne	d at 9:05	a.m.				

Secretary/Assistant Secretary	Chairman/Vice Chairman	

SECTION V



SERVICE AGREEMENT FOR LIGHTING SERVICE MERIDIAN PARK N14

This Agreement is entered into this ______ day of ______ 20___, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** whose address is 219 East Livingston St, Orlando, FL 32801, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

- 1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
- 2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
- 3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
- 4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
- 5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
- 6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided Although OUC performs routine maintenance and periodic hereunder. inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility

- for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- CUSTOMER shall locate and advise OUC, its agents, employees, servants 4.13 or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation

Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- The CUSTOMER may opt to terminate the Agreement at the end of the 5.5 initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting

Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- Notices: All notices permitted or required to be given under this Agreement 6.3 shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission 100 West Anderson Street Orlando, Florida 32801 Attention: Office of The General Counsel

to Cus	stomer: Daudful WEST CDD
	219 FAST LININGSTON STRAN
::=	ORIANDO FL 32801
7	Attention:

6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any

and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 - 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 - 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 - 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 - 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
- 7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold

harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

DISTRICT

DOWDEN WEST COMMUNITY DEVELOPMENT

	NOTINO I		
		By:	Can Bell
		Name:	WAH CHALLES BELL
		Title: Bo	S, CHAMMAN
		Date:/	1/17/2020
WITNESSES:			
	By: Strain	cener	
	Title: Land Coord	4	
	By: Mh Clu	A.	_
	Name: Braden	Chenot	_
	Title: Land Ana	lyst	_
STATE OF FLOCUNTY OF _			ter
20 <u>7</u> %, by	instrument was ackno KALPH OXHALLE r has produced		
(Notarial Seal)			Notary Public, State of Florida Print Name: Dava Rolon
No	DANA ROLON tary Public – State of Florida Commission # GG 166959		

ORLANDO UTILITIES COMMISSION

			ву:	
				Clint Bullock General Manager/CEO
			Date:	
ATTEST:	Name:	Elizabeth I Assistant S		an
	WITNES	SSES:		
	Ву:			
	Name:_			
	Title:			
	Ву:			
STATE OF F		:		
The forego	ing instru	ment was	acknowle	edged before me this day
Jtilities Com on behalf o	mission, a	municipal ut nmission.	tility charte	ck, as General Manager, CEO of Orland ered under the laws of the State of Florid ersonally known to me or has produce
(Notarial Sea	ai)			
,	,			Notary Public, State of Florida Print Name:

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

 Capital Investment
 \$926.35

 Maintenance
 \$190.89

 Fuel and Energy
 \$46.81

 Total

 \$1,164.05

Upfront Payment \$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

*** From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

- (27) 17' black concrete poles [use 03627374]
- (27) 80w LED Beacon Slide post top fixtures [03623185]

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222 Light out Web Address – http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage

LEGAL DESCRIPTION OF THE PROPERTY

SEE ATTACHED

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Premise Address: City, State, Zip: Premise Number	Meridian Park N14 Dowden Rd Orlando, FL 32827
BILLING INFORMATION	
Billing Contact Name: Billing Address: City, State, Zip: Billing Contact Name: Billing Contact Phone: Federal Tax ID:	DOWDEN WEST CDD 210 E. LIVINGSTON STREET ORLANDO, FL 32801 407-841-5524
ADDITIONAL ACCOUNT INF	ORMATION TO BE FILLED BY OUC
Customer Account Number: Work Request No: Comments:	3388289887 691885

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O.#	OUC Account #		
Project Name:			
)		
Original Monthly Lightin	ng Service Charges, Poles,	Fixtures & Installation S	cope:
Investment	Maintenance	Fuel & Energy	
[Insert Original Streetlight	t Fixture/Pole Type/Quantity B	Bill of Material]	
Amended Monthly Light	ting Service Charges per As	-Ruilt Poles Fiveures 9	Imptolication O
Investment	Maintenance	Fuel & Energy	
[Insert As Built Streetlight	Fixture/Pole Type/Quantity B	ill of Material]	
Authorized OUC Repres	entative		
Signature:			_
Authorized Customer Re	presentative		
Signature:			-
Printed Name:			_
			<u></u>
Date:			

STARWOOD PHASE N-1

STARWOOD PHASE N-1A PER PLAT BOOK 97, PAGE 149 AND A PORTION SECTIONS 33 AND 34, BEING A REPLAT OF TRACTS FD-1, FD-2, AND A PORTION OF TRACTS S-1, S-2, AND Q OF TOWNSHIP 23 SOUTH, RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

TECHT DESCRIPTION

A PARTRIA OF SECTIONS II AND 34, TOWNSHO 23 SOUTH, RANGE 31 EAST, DRANGE COUNTY, FLORIDA, AND A RANTRIA OF TRICITS 5-1, 5-2, 170-1, FD-2, AND 0 OF STANDADD PHASE IN-LA ACCREMING TO THE PLATI THEREOF, SECTIONED IN PLATE BOOK 87, PAGE 149 OF THE PRESE RECEIBES OF GRANGE COUNTY, FLORIDA, BESTIG MORTE FARTICULARLY DESCRIBED AS FOLLOWS:

COMMANDE AT THE SUTHMEST CORNET CHEMIN, TROUGH, TROUGH, TROUGH STATEST, ALONG HAT CERTAN LIKE SETTING HOUSE CHANGE AT THE SUTHMEST CAN AND THE SUTHMEST CANNERS OF HER SUTHMES

CONTAUNIC: 976,980 SQUARE FEET OR 22.43 ACRES, MORE OR LESS

Dewberry

131 VEST FOLLEY STREET
ORLANDO, FLORIDA 32808
PHONE 321.354.8626 FAX: 407.843,9104
WWW.DENGERRY,COM CENTIFICATE OF AUTHORIZATION NO. LB 6011

THIS SHAT, IS RECORDED AN ITS GOVERN FORM, OT HE GYPHAL DEPOCING OF THE CONTROLLED AND SHAPE OF THE CONTROL HAS REQUISITIONED AS CONTROLLED AN ADMINISTRATION OF THE CONTROL ON REPAIR, CORD OF THE FAIT. THERE WAS THE CONTROLLED ASSOCIATION OF THE THAT ARE NOT RECORDED ON THIS PLAY THAT MAY HE FOAMO AN THE



WCMITY MAP: 1" = 5000"

GENERAL NOTES:

- EXPANCE SOUNT HEREIN ARE ASSUMED AND BASED OF INTEGETHEM UNE BETWEEN THE SOUTHWEST CORNER OF THE MORTHWEST 1/4 OF SAID SECTION 33, INCLUMENTS 23 SOUTH, RANGE 31 EAST AND THE SOUTHEAST CONNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, AS BEING SETTINGT
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS MOTED OTHERWISE
- ALL PARTID UTILITY EXEMBLYS, EXCLUSIES OF PRIVATE EXEMBLYS GENTLE DO DE DISTRUM DY A PARTICULAR STRUCTURE. TILLED DE DESCRIPTION DE L'APPROCULAR DESTRUCTION AUGUSTICATION DE CONTRACT PRODUCTION DE CONTRACT DE CONT
- TRACTS E AND D (PRIVATE ALLEY) ARE COMMAN AREAS TO BE OWNED AND MUNITARED BY THE DOWNER COMMUNITY DEFELOPMENT DISTRICT (COD), AND WILL BE COMMETED TO THE COD BY SEPARATE MISTRUMENT.
- TRACTS 8, F, AND 6 (OPEN SPACE) ARE COMMINIVATED TO BE OWNED MANTAWED BY THE DOWNEN WEST COMMUNITY DEVELOPMENT DISTRICT (COD), AND WILL BE CONNETED TO THE COD BY SEPARATE INSTRUMENT. HEST.
- TRACT A (RECREATION) IS HEREBY GRANTED TO AND SHALL BE MAINTAINED BY THE MERBOAN PARKS HOMEDIMHERS ASSOCIATION, INC.
- TRACT C (METLAND/BUFTER) IS A METLAND AND METLAND BUFTER AREA TO BE OWNED AND MANTHANED BY THE COD AND MAL BE CONNEYED TO THE COD BY SEPARATE METRIMENT.
- TRACT H (STORMWATER) IS COMMON AREA TO BE OWNED AND MANTANED BY THE COD, AND WILL BE CONNETED TO THE COD BY SEPARATE RISTROMENT.
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SHEETS 3 - 5: DETAIL SHEETS	SHEET I: COVER SH	HEIRS	
ALL SHEETS	E	ET INDEX	

BOOK :103

PAGE: 142

STARWOOD PHASE N-14

DEDICATION

RESERVATION

RESERV

BY: BEACHINE SOUTH RESIDENTIAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY

SIGNED: D. 2970 David Basedice

me Vice Presineur

SIGNED, SEALED AND DELINERED IN THE PRESENCE OF

WINESS (SOMITHE) MINESS (PROWIED)

Brooks A. To lbe /*

STATE OF PLOSEN, COUNTY OF DEMAGE

NE FORECAMO HISTANDATI NIS AUMUNIDAZO JEROPE NE NES <mark>2,1%*</mark>
NO PANALATE — ARRA NO PENANO REPUBARA, NO VIGEA
NO PANALATE — ARRA NO PENANO REPUBARA NO VIGEA NO PENANO REPUBARA NO PENANO PENANO

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DEC 18 2021 MOTALY PRIVITED NAME Many Proc. - Sun of Frades

Many Proc. - Sun of Frades

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CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CEPTEY, THAT ON THE FORMER OF THE FORMER APPROVED THE FORMER OF THE FORMER

CERTIFICATE OF APPROVAL BY

CITY PLANSING OFFICIAL TOOMY DAVIS DATE 8 24 WA

OTY ENGINEER CERTIFICATE OF APPROVAL BY CITY ENGINEER 404 08/2/

BY CITY SURVEYOR

CITY SURVEYOR SHAPE OF CONTROL OF

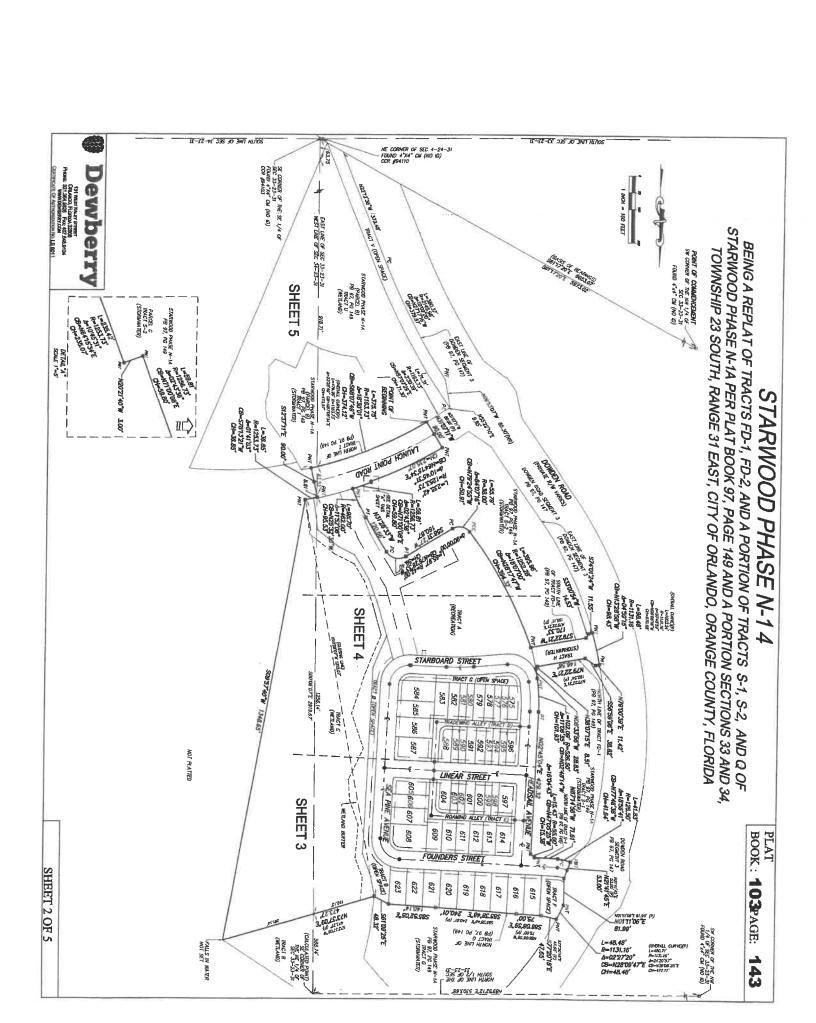
12020

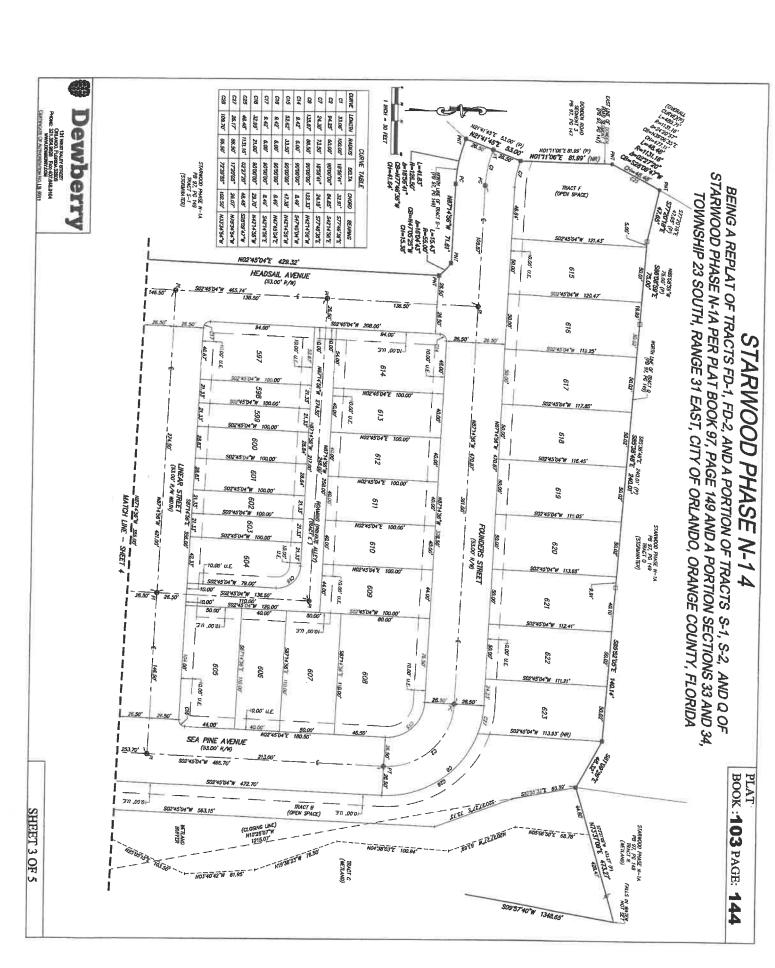
BY COUNTY COMPTROLLER

REBY CERTIFY THAT THE FORECOME PLAT WAS RECORDED IN COUNTY OFFICIAL RECORDS ON SUPPLIES DO CA.

348 COUNTY, COMPTROLLER IN AND FOR DRANGE COUNTY, FLI Lebecia Kare

SHEET 1 OF 5





OPERAL CHICAGO AND THE CONTROL OF TH EAST MIS OF SHAPE DONDEN ROAD SECMENT S PB 97, PG 147 Dewberry 131 WEST KALEY STREET ORLANDO, FLORDA 22808 PHONE: 321.354,9625 - FAX: 407.648.9104 WHYLDEWIRESON JOON 3 8 8 8 8 8 8 MCH = 30 FEET N.42" 3.65,00.62N 127.57 76.75 94,25 90,24 90,86 80.59 SPATON HUDINET S740124W 11.55 619.00 650.00 8.00' 900000" 8.49' M4274'56'W 6p.00° 6.00 85.00 STATION NO. LIN 8011 W.S.C. OGETS 85'59'39" 85'45'48 41,90.40 NORTH-INE OF TRACT FO-1 N3607'15"E 8.51'-N7922'21"E 192.54" (P) TOWNSHIP 23 SOUTH, RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA \$792221 W 170.35 N792221 E 195.11 (P) 115.93" 120.21 84.85* 76.70 9012 82.42 TRACT H (STORWINGTER) NORTH LIME OF TRACT FOC (49) \$512121E N4745'04'E 3072570% N4745'04'E \$505817E W.45,11.685 NO833'56'W 28.83' L=102.09' R=526.50' A=11'06'35" CB=N02'48'14"W CH=101.93' NOZ45'04'E 429.32 HEADSAIL AVENUE L=15.13" R=1252.28" b=041'32" CB=51853'31'E CH=15.13" 575 1017 0 0.00 31.54 21.55 21.55 21.55 21.55 22.55 596 0245'04'W 11 07 1245'04'W 111 45'04"W 110.0 21.35 21.35 21 35 21.33' 21.33' 28.84' 59714'36'E 21700' 10.00 595 110.0 S S C29 R 2 52.99" (UNUTY EASTERNY) S8714'56'E 274.50' 577 III 10.47 \$2.99 N85'38'49'E 101.62' 22.14" 77.15' 85.55 91.31 LENGTH RADIUS 504 W 110.0 2.94 34.23 NB5'58'49'E 100.12' VB538'49"€ 102.75" 473.50' 473.50 85.00' 35.00 675.00 35.00 578 28.84 473.50" 85.00 85.00 21.00 593 MATCH LINE - SHEET 5 32.35' 21.35' 21.35' 0176'02" 1455'29" 520012" 592 32.35 IA DO 579 10.47 45'04"W 111.0 28.84 22.08 34.00 74.55 29.70 85.45 48.07 83.64° 25'04'W 111.00 348.00' TRADEMAD (PRIMIE ALLEY) 591 3,62,41,05 3,20,85,905 N284510% BEARING N47'45'04"E N46 20'50 E N8577197 N867725E 3.10,512M 302,522,20,E 2'45'04"W 110.0 376,95,055 S8971'57"# STARBOARD STREET 21.33" 21.35 15.33" 581 590 622 Ji.33' 589 31,33 582 TRACT A (RECREATION) 10715 UE 1057 1057 40,00 583 S02*45*04*W 89.00 N8774'56"W 10.00"-NB714'56'W 105.21" 10.121 W.S. PL.CBN 70.00 10.00' U.E. S8714'38'E 107.17' (NR) 8774 SE 110.00 584 585 104.00! 586 587 1000' U.E --10.00' U.E -\$02"45"04"W 221.20" SEA PINE AVENUE (53.00" R/M) '02"45"04"W 468.70" 77.67 SHEET 4 OF 5 TRACT B (OPEN SPACE) BUFFER 2050'07'W 75.61" (WETLAND)

STARWOOD PHASE N-14

STARWOOD PHASE N-1A PER PLAT BOOK 97, PAGE 149 AND A PORTION SECTIONS 33 AND 34, BEING A REPLAT OF TRACTS FD-1, FD-2, AND A PORTION OF TRACTS S-1, S-2, AND Q OF

PLAT

BOOK : 103PAGE: 145

Dewberry STAPMOOD PHASE N-1A PB 97, PG 149 RACT S-2 (STORMHATER) TRACT A (RECREATION) DOHOEN ROAD SEGMENT 3 PB 97, PG 147 EAST LINE OF DOMOPHY POINT OF MATCH LINE - SHEET 4 WORTH LARE OF TENCE (NO) LAUNCH POINT ROAD 7.00°E STAFINOOD PHASE N-1A PB 97, PG 149 TRACT T (STORMHATER) TRACT C (NETILAND) (CLOSING LINE) N10'28'07'W 1215.07' FZ-FF 33'S 3HI SHEET 5 OF 5 CH-11.25. CH-125.17. CH-125. S095740W 1348.65 STARWOOD PHASE N-1A PB 97, PG 149 RACT U (NETLAND) NOT PLATTED

STARWOOD PHASE N-14

BEING A REPLAT OF TRACTS FD-1, FD-2, AND A PORTION OF TRACTS S-1, S-2, AND Q OF STARWOOD PHASE N-1A PER PLAT BOOK 97, PAGE 149 AND A PORTION SECTIONS 33 AND 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

BOOK: 103 PAGE: 146

SECTION VI

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF IMPROVEMENTS IN PHASE N-14; 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"), by the City of Orlando Ordinance Number 2017-20 (the "Ordinance"); and

WHEREAS, the District has the authority, generally under the Act and the Ordinance, 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 acceptance by the District of infrastructure improvements and personal property described in Exhibit "A" (the "Improvements"), located over land owned by the District and described in Exhibit "B," and thereafter the transfer of the Improvements by the District to Orange County, Florida (the "County"), as more particularly described in the Bills of Sale, Certificate of District Engineer, Agreement Regarding Taxes and Owner's Affidavit, attached hereto as Exhibit "C" (the "Conveyance Documents"), evidencing such conveyance; and

WHEREAS, the District Counsel and the District Manager have reviewed the conveyance, and the District Engineer has also reviewed the conveyance and Improvements related thereto and provided a Certificate of District Engineer, attached hereto as part of Exhibit "B," to evidence compliance with the requirements of the District for accepting the Improvements.

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

1. <u>Incorporation of Recitals.</u> 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. <u>Approval of Acquisition and Transfer of the Improvements.</u> The Board hereby approves the transfer and acceptance of the Improvements, to the District and thereafter to the County, and the acceptance of the documents related thereto as provided in the Conveyance Documents.
- 3. <u>Authorization of District Staff.</u> 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 conveyances of the Improvements, 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. <u>Ratification of Prior Actions</u>. 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. <u>Severability</u>. 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. <u>Effective Date</u>. 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 17th day of December, 2020.

.	DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
Attest:	
	Ву:
Print:	Name:
Secretary/Asst. Secretary	Title:

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

- Water System
 Sanitary Water System
 Reuse Water System

As further described on the Bill of Sale from Beachline South Residential, LLC to the Dowden West Community Development District

EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPERTY

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

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

FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N76°28'33"W AND A CHORD DISTANCE OF 59.40 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.97 FEET TO THE END OF SAID CURVE; THENCE S58°31'27"W, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF N79°24'55"W AND A CHORD DISTANCE OF 50.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1252.28 FEET, A CENTRAL ANGLE OF 18°07'00", A CHORD BEARING OF N28°17'47"W AND A CHORD DISTANCE OF 394.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.96 FEET TO A POINT ON THE SOUTH LINE OF TRACT FD-1 OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE S79°22'21"W. ALONG SAID SOUTH LINE, A DISTANCE OF 170.33 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S33°00'54"W, A DISTANCE OF 14.53 FEET; THENCE S74°01'24"W, A DISTANCE OF 11.55 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE. CONCAVE EASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 04°59'15", A CHORD BEARING OF N13°28'58"W AND A CHORD DISTANCE OF 98.43 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 98.46 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EAST LINE, RUN N79°00'39"E, A DISTANCE OF 11.42 FEET; THENCE S56°59'06"E, A DISTANCE OF 38.82 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT FD-1; THENCE N79°22'21"E, ALONG SAID NORTH LINE, A DISTANCE OF 146.58 FEET; THENCE DEPARTING SAID NORTH LINE. RUN N36°07'15"E, A DISTANCE OF 8.51 FEET; THENCE N08°33'56"W, A DISTANCE OF 28.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.50 FEET, A CENTRAL ANGLE OF 11°06'35", A CHORD BEARING OF N02°48'14"W AND A CHORD DISTANCE OF 101.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.09 FEET TO THE END OF SAID CURVE; THENCE N02°45'04"E, A DISTANCE OF 429.32 FEET TO A POINT ON THE NORTH LINE OF TRACT S-1 OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 16°04'43", A CHORD BEARING OF N47°05'25"W AND A CHORD DISTANCE OF 15.38 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH LINE OF TRACT S-1, A DISTANCE OF 15.43 FEET TO THE END OF SAID CURVE: THENCE DEPARTING SAID NORTH LINE, RUN N87°14'56"W, A DISTANCE OF 71.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 126.50 FEET, A CENTRAL ANGLE OF 18°56'41", A CHORD BEARING OF N77°46'36"W AND A CHORD DISTANCE OF 41.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.83 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3 AND THE END OF SAID CURVE: THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N21°41'45"E, A DISTANCE OF 53.00 FEET; THENCE N01°11'06"E, A DISTANCE OF 81.99 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY,

HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 02°27'20". A CHORD BEARING OF N28°09'47"E AND A CHORD DISTANCE OF 48.48 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT Q OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES; S77°20'18"E, A DISTANCE OF 47.65 FEET: THENCE S86°08'59"E, A DISTANCE OF 75.00 FEET; THENCE S85°38'48"E, A DISTANCE OF 240.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S85°52'05"E. A DISTANCE OF 140.14 FEET; THENCE S61°09'26"E, A DISTANCE OF 48.32 FEET TO A POINT ON AFORESAID SOUTH LINE OF TRACT Q; THENCE N73°37'09"E, ALONG SAID SOUTH LINE, A DISTANCE OF 473.27 FEET; THENCE DEPARTING SAID SOUTH LINE. RUN S09°57'40"W, A DISTANCE OF 1348.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 01°41'03", A CHORD BEARING OF S78°13'21"W AND A CHORD DISTANCE OF 36.85 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.85 FEET TO THE END OF SAID CURVE; THENCE S12°37'11"E, A DISTANCE OF 90.00 FEET TO A POINT ON THE NORTH LINE OF TRACT T OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 18°30'01", A CHORD BEARING OF S68°07'49"W AND A CHORD DISTANCE OF 374.12 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF TRACT T AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 375.75 FEET TO THE POINT OF BEGINNING.

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

EXHIBIT "C"

Index

C-1 Bill of Sale from Beachline South Residential, LLC to Dowden West Community Development District
 C-2 Bill of Sale from Dowden West Community Development District to County of Orange
 C-3 Agreement Regarding Taxes
 C-4 Owner's Affidavit
 C-5 Certificate of District Engineer

<< COMPANY LETTERHEAD >>

Bill of Sale Water, Reclaimed Water & Sanitary Sewer System Meridian Parks Phase 4 (fka Starwood N-14) {OCU Permit 19-U-013}

Beachline South Residential, LLC, a Florida Limited Liability Corporation, located at 4901 Vineland Road, Suite 450, Orlando, FL 32811, Seller, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration paid to Seller by Dowden West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services LLC, 219 East Livingston Street, Orlando, Florida 32801. Buyer, receipt of which is hereby acknowledges does grant, sell, transfer, convey and deliver to Buyer all pipes, lines, valves, gate valves, valve boxes, thrust blocks, hydrants, manholes, fittings, equipment, and other goods that comprise the water, reclaimed water and sanitary sewer system installed by Seller and located on the County easements or rights-of-way as shown on the record drawings, more specifically described as follows:

PROJECT:	Meridian Parks Phase 4 (fka Starwood Plat Book 103 Pages 142-146 Please see the attached Exhibit "A" – I Section 33 and 34 Township 2 Orange County, Florida	_egal Description
Buyer shall hav	re all rights and title to the goods in itsel	f and its assigns.
encumbrances		goods and the goods are free from all liens and sand will warrant and defend the right against the
		_
Title:		
	/HEREOF, Seller has executed this Agr	reement at
SIGNED, SEAL	ED AND DELIVERED	IN THE PRESENCE OF:
Ву:		Witness
		Attest:

Exhibit A

STARWOOD N-14 LEGAL DESCRIPTION

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

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

BEARING OF N76°28'33"W AND A CHORD DISTANCE OF 59.40 FEET: THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.97 FEET TO THE END OF SAID CURVE; THENCE S58°31'27"W, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF N79°24'55"W AND A CHORD DISTANCE OF 50.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1252.28 FEET, A CENTRAL ANGLE OF 18°07'00", A CHORD BEARING OF N28°17'47"W AND A CHORD DISTANCE OF 394.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.96 FEET TO A POINT ON THE SOUTH LINE OF TRACT FD-1 OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE S79°22'21"W, ALONG SAID SOUTH LINE, A DISTANCE OF 170.33 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S33°00'54"W. A DISTANCE OF 14.53 FEET; THENCE S74°01'24"W, A DISTANCE OF 11.55 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 04°59'15", A CHORD BEARING OF N13°28'58"W AND A CHORD DISTANCE OF 98.43 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 98.46 FEET TO THE END OF SAID CURVE: THENCE DEPARTING SAID EAST LINE, RUN N79°00'39"E, A DISTANCE OF 11.42 FEET; THENCE S56°59'06"E, A DISTANCE OF 38.82 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT FD-1; THENCE N79°22'21"E, ALONG SAID NORTH LINE. A DISTANCE OF 146.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N36°07'15"E, A DISTANCE OF 8.51 FEET; THENCE N08°33'56"W, A DISTANCE OF 28.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.50 FEET, A CENTRAL ANGLE OF 11°06'35", A CHORD BEARING OF N02°48'14"W AND A CHORD DISTANCE OF 101.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.09 FEET TO THE END OF SAID CURVE; THENCE N02°45'04"E, A DISTANCE OF 429.32 FEET TO A POINT ON THE NORTH LINE OF TRACT S-1 OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY. HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 16°04'43". A CHORD BEARING OF N47°05'25"W AND A CHORD DISTANCE OF 15.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH LINE OF TRACT S-1, A DISTANCE OF 15.43 FEET TO THE END OF SAID CURVE: THENCE DEPARTING SAID NORTH LINE, RUN N87°14'56"W, A DISTANCE OF 71.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 126.50 FEET, A CENTRAL ANGLE OF 18°56'41", A CHORD BEARING OF N77°46'36"W AND A CHORD DISTANCE OF 41.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.83 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3 AND THE END OF SAID CURVE; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N21°41'45"E, A DISTANCE OF 53.00 FEET; THENCE N01°11'06"E, A DISTANCE OF 81.99 FEET TO A POINT ON A NON-TANGENT CURVE. CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 02°27'20", A CHORD BEARING OF N28°09'47"E AND A CHORD DISTANCE OF 48.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT O OF SAID

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

<< COMPANY LETTERHEAD >>

Bill of Sale Water, Reclaimed Water & Sanitary Sewer System Meridian Parks Phase 4 (fka Starwood N-14) {OCU Permit 19-U-013}

Dowden West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services LLC, 219 East Livingston Street, Orlando, Florida 32801, Seller, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration paid to Seller by **County of Orange**, a political subdivision of the State of Florida. Buyer, receipt of which is hereby acknowledges does grant, sell, transfer, convey and deliver to Buyer all pipes, lines, valves, gate valves, valve boxes, thrust blocks, hydrants, manholes, fittings, equipment, and other goods that comprise the water, reclaimed water and sanitary sewer system installed by Seller and located on the County easements or rights-of-way as shown on the record drawings, more specifically described as follows:

Meridian Parks Phase 4 (fka Starwood N-14)

PROJECT:

Plat Book <u>103</u> Pages Please see the attach Section <u>33</u> Tow Orange County, Floric	ned Exhibit "A" – Legal Description ynship <u>23</u> South, Range <u>31</u> East
Buyer shall have all rights and title to t	the goods in itself and its assigns.
	owners of the goods and the goods are free from all liens and to sell the goods and will warrant and defend the right against the
By:	
Name:	
Title:	
IN WITNESS WHEREOF, Seller has e	executed this Agreement at
SIGNED, SEALED AND DELIVERED	IN THE PRESENCE OF:
Ву:	
	Witness
	Attest:

Exhibit A

STARWOOD N-14 LEGAL DESCRIPTION

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

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

AGREEMENT REGARDING TAXES

Dowden West Community Development District

THIS AGREEMENT REGARDING TAXES ("Agreement") is entered into this ______ day of ______, 2020, by and between BEACHLINE SOUTH RESIDENTIAL, LLC, a Florida limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the "Developer"), and the DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district, 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 <u>Exhibit "A"</u> 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 <u>Exhibit "B"</u> attached hereto and incorporated herein (the "Improvements"); and

WHEREAS, the Dowden West Community Development 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 Improvements to the District by Bill of Sale; 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 Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments.

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 is 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 Improvements, or any portion thereof, for tax year 2019 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 2020.
- 4. Subsequent to the District's acceptance of the Improvements, and only in the event the Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Improvements or, in the alternative, shall seek a minimal valuation of the Property, from the Orange County Property Appraiser and, subsequent to tax year 2020, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Improvements, as applicable.

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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES

Dowden West Community Development District

WITNESSES:	BEACHLINE SOUTH RESIDENTIAL, LLC , a Florida limited liability company
X	Ву:
Print:	Print:
X	Title:
Print:	
ATTEST	DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
X	Ву:
Print: Secretary/Asst. Secretary	Print:
Secretary/Asst. Secretary	Title: Chairman

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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

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

BEARING OF N76°28'33"W AND A CHORD DISTANCE OF 59.40 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.97 FEET TO THE END OF SAID CURVE; THENCE S58°31'27"W, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF N79°24'55"W AND A CHORD DISTANCE OF 50.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1252.28 FEET, A CENTRAL ANGLE OF 18°07'00", A CHORD BEARING OF N28°17'47"W AND A CHORD DISTANCE OF 394.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.96 FEET TO A POINT ON THE SOUTH LINE OF TRACT FD-1 OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE S79°22'21"W, ALONG SAID SOUTH LINE, A DISTANCE OF 170.33 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S33°00'54"W, A DISTANCE OF 14.53 FEET; THENCE \$74°01'24"W, A DISTANCE OF 11.55 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3: SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 04°59'15", A CHORD BEARING OF N13°28'58"W AND A CHORD DISTANCE OF 98.43 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 98.46 FEET TO THE END OF SAID CURVE: THENCE DEPARTING SAID EAST LINE, RUN N79°00'39"E, A DISTANCE OF 11.42 FEET; THENCE S56°59'06"E, A DISTANCE OF 38.82 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT FD-1; THENCE N79°22'21"E, ALONG SAID NORTH LINE, A DISTANCE OF 146.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N36°07'15"E, A DISTANCE OF 8.51 FEET; THENCE N08°33'56"W, A DISTANCE OF 28.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.50 FEET, A CENTRAL ANGLE OF 11°06'35", A CHORD BEARING OF N02°48'14"W AND A CHORD DISTANCE OF 101.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.09 FEET TO THE END OF SAID CURVE; THENCE N02°45'04"E, A DISTANCE OF 429.32 FEET TO A POINT ON THE NORTH LINE OF TRACT S-1 OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 16°04'43", A CHORD BEARING OF N47°05'25"W AND A CHORD DISTANCE OF 15.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH LINE OF TRACT S-1, A DISTANCE OF 15.43 FEET TO THE END OF SAID CURVE: THENCE DEPARTING SAID NORTH LINE, RUN N87°14'56"W, A DISTANCE OF 71.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 126.50 FEET, A CENTRAL ANGLE OF 18°56'41", A CHORD BEARING OF N77°46'36"W AND A CHORD DISTANCE OF 41.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.83 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3 AND THE END OF SAID CURVE; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N21°41'45"E, A DISTANCE OF 53.00 FEET; THENCE N01°11'06"E, A DISTANCE OF 81.99 FEET TO A POINT ON A NON-TANGENT CURVE,

CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 02°27'20", A CHORD BEARING OF N28°09'47"E AND A CHORD DISTANCE OF 48.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT Q OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES; S77°20'18"E, A DISTANCE OF 47.65 FEET; THENCE S86°08'59"E, A DISTANCE OF 75.00 FEET; THENCE S85°38'48"E, A DISTANCE OF 240.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S85°52'05"E, A DISTANCE OF 140.14 FEET; THENCE S61°09'26"E, A DISTANCE OF 48.32 FEET TO A POINT ON AFORESAID SOUTH LINE OF TRACT O: THENCE N73°37'09"E, ALONG SAID SOUTH LINE, A DISTANCE OF 473.27 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S09°57'40"W, A DISTANCE OF 1348.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 01°41'03", A CHORD BEARING OF S78°13'21"W AND A CHORD DISTANCE OF 36.85 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.85 FEET TO THE END OF SAID CURVE; THENCE S12°37'11"E, A DISTANCE OF 90.00 FEET TO A POINT ON THE NORTH LINE OF TRACT T OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 18°30'01", A CHORD BEARING OF S68°07'49"W AND A CHORD DISTANCE OF 374.12 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF TRACT T AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 375.75 FEET TO THE POINT OF BEGINNING.

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

EXHIBIT "B"

DESCRIPTION OF THE IMPROVEMENTS

- 1. Water System
- 2. Sanitary Water System
- 3. Reuse Water System

As further described on the Bill of Sale from Beachline South Residential, LLC to the Dowden West Community Development District, dated as of the date hereof.

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, authorized to do business in Florida, whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the "Owner"), who being first duly sworn or oath says:
1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Orange County, Florida, as described in <a a"="" attached="" hereto"="" href="Exhibit ">Exhibit "A" attached hereto (the "Property"), and of certain infrastructure improvements on the Property (the "Improvements"), as more particularly described on <a affiant="" affidavit="" against="" and="" attached="" b"="" be="" capacity="" hereto,="" href="Exhibit " in="" individually.<="" is="" made="" making="" no="" of="" only,="" owner,="" recourse="" shall="" td="" that="" the="" this="">

- 2. That the Improvements, as described in the Bill of Sale 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 plat of Starwood Phase N-14, as recorded in Plat Book 103, Page 142, of the Official Records of Orange County, Florida (collectively, the "Plat").
- 3. That Affiant knows of no facts by reason of which the title to, or possession of, the Improvements might be disputed or questioned, or by reason of which any claim to any part of the Improvements might be asserted adversely to Owner.
- 4. That there have been no liens filed against 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 Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Improvements 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 Improvements which is now pending in any state or federal court in the United States affecting the Improvements, 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 Improvements.

- 7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Improvements, 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 Improvements to the District and for the District's future conveyances to Orange County.
- 9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Improvements between the effective date of the Plat 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 the title of or the ownership of the Improvements.
- 10. 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 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	T SAYETH NAUGI	IT.	
DATED:	, 2020		
Signed, sealed and deli-	vered in our presence	e:	
			SOUTH RESIDENTIAL, a limited liability company
(Signature)		_	J 1 J
(Print Name)			
		Print:	
(Signature)		Title:	
(Print Name)		=:	
STATE OF FLORIDA	A		
COUNTY OF			
presence or []	online notarization	n, this da	ne by means of [] physical ay of November, 2020, by of BEACHLINE SOUTH
RESIDENTIAL, LLC company. Said person	n is [] perso	liability company, conally known to	of BEACHLINE SOUTH on behalf of the limited liability me or [] has produced
(SEAL)		Notary Public; State Print Name:	
		Comm. Exp.:	; Comm. No.:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA: THENCE S61°17'20"E, ALONG THAT CERTAIN LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 5973.02 FEET TO A POINT ON THE EAST LINE OF DOWDEN ROAD SEGMENT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 147 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, THE FOLLOWING FIVE (5) COURSES: N22°12'36"W, A DISTANCE OF 370.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2145.98 FEET, A CENTRAL ANGLE OF 10°09'20", A CHORD BEARING OF N27°17'16"W AND A CHORD DISTANCE OF 379.87 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 380.37 FEET TO THE END OF SAID CURVE; THENCE N09°53'07"W, A DISTANCE OF 85.30 FEET; THENCE N55°22'10"E, A DISTANCE OF 9.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY. HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 03°30'39", A CHORD BEARING OF N57°07'29"E AND A CHORD DISTANCE OF 71.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 71.31 FEET TO THE END OF SAID CURVE; SAID POINT ALSO BEING THE POINT OF BEGINNING: THENCE N31°07'11"W, A DISTANCE OF 90.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1253,73 FEET, A CENTRAL ANGLE OF 10°45'31", A CHORD BEARING OF N64°15'34"E AND A CHORD DISTANCE OF 235.07 FEET; THENCE DEPARTING SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.42 FEET TO THE END OF SAID CURVE; THENCE N20°21'40"W, A DISTANCE OF 3.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1256.73 FEET, A CENTRAL ANGLE OF 02°43'36", A CHORD BEARING OF N71°00'08"E AND A CHORD DISTANCE OF 59.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.81 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 462.00 FEET, A CENTRAL ANGLE OF 11°52'06", A CHORD BEARING OF N25°32'30"W AND A CHORD DISTANCE OF 95.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.70 FEET TO THE END OF SAID CURVE; THENCE N31°28'33"W, A DISTANCE OF 120.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD

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

EXHIBIT "B"

DESCRIPTION OF THE IMPROVEMENTS

- 1. Water System
- Sanitary Water System
 Reuse Water System

As further described on the Bill of Sale from Beachline South Residential, LLC to the Dowden West Community Development District, dated as of the date hereof.

CERTIFICATE OF DISTRICT ENGINEER

Dowden West Community Development District

I, Ray Malave, P.E., of Dewberry Architects Inc., a Florida corporation, and licensed
to provide professional engineering services to the public in the State of Florida under Florida
Certificate of Authorization No, with offices located at 800 North 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 infrastructure improvements and personal property, described in <u>Exhibit "A"</u> (collectively, the "Improvements"), made in, on, over, under and through the land described in <u>Exhibit "B,"</u> attached hereto. The District Engineer acknowledges that the District will convey the Improvements to Orange County, Florida for purposes of ownership and maintenance.
- 3. That this certification (the "Certification") is provided in conjunction with, and in support of, the District's approval of the conveyance of the Improvements from the Developer to the District and the District's acceptance of such Improvements, as well as the District's conveyance of portions of the Improvements to Orange County, Florida. 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 Improvements are in a condition acceptable for acceptance by Orange County, Florida.
- 5. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the 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.

[Signatures on Following Page].

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER Dowden West Community Development District

DATED :, 2020	
Witness:Print:	Ray Malave, P.E. State of Florida License No.:
Witness:Print:	on behalf of the company, Dewberry Architects, Inc.
STATE OF FLORIDA	
presence or [] online notarization, this MALAVE, P.E., of Dewberry Architectorporation. Said person is [] personal	knowledged before me by means of [] physical s day of, 2020 by RAY ets, Inc., a Florida corporation, on behalf of said by 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.:

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

- Water System
 Sanitary Water System
 Reuse Water System

As further described on the Bill of Sale from Beachline South Residential, LLC to the Dowden West Community Development District, dated as of the date hereof.

EXHIBIT "B"

LEGAL DESCRIPTION

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

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

HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N76°28'33"W AND A CHORD DISTANCE OF 59.40 FEET: THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.97 FEET TO THE END OF SAID CURVE; THENCE \$58°31'27"W, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 84°07'16", A CHORD BEARING OF N79°24'55"W AND A CHORD DISTANCE OF 50.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1252.28 FEET, A CENTRAL ANGLE OF 18°07'00", A CHORD BEARING OF N28°17'47"W AND A CHORD DISTANCE OF 394.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.96 FEET TO A POINT ON THE SOUTH LINE OF TRACT FD-1 OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE \$79°22'21"W, ALONG SAID SOUTH LINE, A DISTANCE OF 170.33 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S33°00'54"W, A DISTANCE OF 14.53 FEET; THENCE S74°01'24"W, A DISTANCE OF 11.55 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 04°59'15", A CHORD BEARING OF N13°28'58"W AND A CHORD DISTANCE OF 98.43 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST LINE OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 98.46 FEET TO THE END OF SAID CURVE: THENCE DEPARTING SAID EAST LINE, RUN N79°00'39"E, A DISTANCE OF 11.42 FEET: THENCE S56°59'06"E, A DISTANCE OF 38.82 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT FD-1; THENCE N79°22'21"E, ALONG SAID NORTH LINE, A DISTANCE OF 146.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N36°07'15"E, A DISTANCE OF 8.51 FEET; THENCE N08°33'56"W, A DISTANCE OF 28.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.50 FEET, A CENTRAL ANGLE OF 11°06'35", A CHORD BEARING OF N02°48'14"W AND A CHORD DISTANCE OF 101.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.09 FEET TO THE END OF SAID CURVE; THENCE N02°45'04"E, A DISTANCE OF 429.32 FEET TO A POINT ON THE NORTH LINE OF TRACT S-1 OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 16°04'43", A CHORD BEARING OF N47°05'25"W AND A CHORD DISTANCE OF 15.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH LINE OF TRACT S-1, A DISTANCE OF 15.43 FEET TO THE END OF SAID CURVE: THENCE DEPARTING SAID NORTH LINE, RUN N87°14'56"W, A DISTANCE OF 71.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY. HAVING A RADIUS OF 126.50 FEET, A CENTRAL ANGLE OF 18°56'41", A CHORD BEARING OF N77°46'36"W AND A CHORD DISTANCE OF 41.64 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.83 FEET TO A POINT ON THE EAST LINE OF SAID DOWDEN ROAD SEGMENT 3 AND THE END OF SAID CURVE; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N21°41'45"E, A DISTANCE OF 53.00 FEET; THENCE

N01°11'06"E, A DISTANCE OF 81.99 FEET TO A POINT ON A NON-TANGENT CURVE. CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1131.16 FEET, A CENTRAL ANGLE OF 02°27'20", A CHORD BEARING OF N28°09'47"E AND A CHORD DISTANCE OF 48.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT Q OF SAID STARWOOD PHASE N-1A AND THE END OF SAID CURVE; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES; S77°20'18"E, A DISTANCE OF 47.65 FEET; THENCE S86°08'59"E, A DISTANCE OF 75.00 FEET; THENCE S85°38'48"E, A DISTANCE OF 240.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S85°52'05"E, A DISTANCE OF 140.14 FEET; THENCE S61°09'26"E, A DISTANCE OF 48.32 FEET TO A POINT ON AFORESAID SOUTH LINE OF TRACT Q; THENCE N73°37'09"E, ALONG SAID SOUTH LINE, A DISTANCE OF 473.27 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S09°57'40"W, A DISTANCE OF 1348.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1253.73 FEET, A CENTRAL ANGLE OF 01°41'03", A CHORD BEARING OF S78°13'21"W AND A CHORD DISTANCE OF 36.85 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.85 FEET TO THE END OF SAID CURVE; THENCE S12°37'11"E, A DISTANCE OF 90.00 FEET TO A POINT ON THE NORTH LINE OF TRACT T OF SAID STARWOOD PHASE N-1A; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 18°30'01", A CHORD BEARING OF S68°07'49"W AND A CHORD DISTANCE OF 374.12 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF TRACT T AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 375.75 FEET TO THE POINT OF BEGINNING.

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

SECTION VII

NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 13th day of November, 2020 between **RICK SINGH**, **CFA**, as Orange County Property Appraiser (Property Appraiser) and **Dowden West CDD**, (Taxing Authority), and is effective upon acceptance by both parties and through September 30, 2021.

- 1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions necessary to enter into this agreement.
- 2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
 - M. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2021 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar For Implementation Of Non-Ad Valorem Assessment Roll.
 - N. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments. Provide subsequent files or reports at request of the Taxing Authority.
 - O. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property as stipulated by Taxing Authority.
 - P. Include the Taxing Authority's non-ad valorem assessments on the Notice Of Proposed Property Taxes And Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
 - Q. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
 - R. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

- 3. Taxing Authority agrees to perform the following acts in connection with this agreement:
 - I. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.
 - J. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar For Implementation Of Non-Ad Valorem Assessment Roll.
 - K. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
 - L. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
- 4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the District's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
- 5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming or any other associated costs.

On 13th day of November, 2020 an administrative fee will be invoiced to the Taxing Authority equivalent to \$1 per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.

- 6. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar For Implementation Of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
- 7. This agreement constitutes the entire agreement between the parties and can only be modified in writing.
- 8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

9. All communications required by this agreement shall be in writing and sent by first class mail, email or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Dowden West CDD
Jason Showe
Governmental Management Services
135 W. Central Blvd., Ste 320
Orlando, FL 32801
jshowe@govmgtsvc.com
(407)841-5524 x105

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Finance Department Orange County Property Appraiser 200 S. Orange Ave., Suite 1700 Orlando, FL 32801 crespo@ocpafl.org (407)836-5353

10. TERMINATION. This Agreement may be terminated by either party upon written notice. If terminated on or before April 1, a 100% refund of fee will apply. If terminated between April 2 and July 15, a 50% refund of fee will apply. Property Appraiser will perform no further work after the written termination notice is received.

ORANGE COUNTY PROPERTY APPRAISER

Signed
Rick Singh, CFA
Date
DOWDEN WEST CDD
DOWDLAY WEST GDD
Name
St 1
Signed
Date

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st - Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

June 1

• Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 15

• Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

August 4

 Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

August 24

• Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

September 3 – October 3

Taxing Authority holds initial and final public budget hearings.

September 15

• Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions or deletions to the non-ad valorem assessment roll since the TRIM notices.

October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

SECTION VIII

PARTIAL RELEASE OF LIEN FOR SPECIAL ASSESSMENTS

COMES NOW, Dowden West Community Development District, a community development district organized under the laws of the State of Florida, whose address is c/o Governmental Management Services, LLC, 219 East Livingston Street, Orlando, Florida, 32801, and Governmental Management Services, LLC, a Florida limited liability company, whose address is 219 East Livingston Street, Orlando, Florida, 32801, present owners and holders of a Declaration of Consent to Jurisdiction of the Dowden West Community Development District Imposition of Special Assessments, and Imposition of Lien of Record, recorded December 26, 2018, as Document Number 20180743154, a Lien of Record of Dowden West Community Development District (2018 Bonds), recorded December 26, 2018, as Document Number 20180743155, a Notice of Collection Agent for Special Assessments (2018 Bonds)(Dowden West Community Development District), recorded December 26, 2018, as Document Number 20180743155, an Agreement Between Developer and Dowden West Community Development District Regarding the True Up and Payment for Special Assessment Bonds, 2018 Bonds, recorded December 26, 2018, as Document Number 20180743157, and a Collateral Assignment and Assumption of Development Rights Relating to the 2018 Assessment Area, recorded December 26, 2018, as Document Number 20180743158, all of the Public Records of Orange County. Florida (collectively, the "Lien Documents"), having been requested by ORANGE COUNTY, a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to release a portion of real property from the Lien Documents.

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, paid, receipt of which is hereby acknowledged, Dowden West Community Development District and Governmental Management Services, LLC, do hereby forever release, cancel, and surrender the Lien Documents upon the following described property, situated, lying and being in the County of Orange, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Numbers:

33-23-31-1996-20-000

PROVIDED HOWEVER, that nothing contained in this Partial Release of Lien for Special Assessments releases, cancels, surrenders, or in any way changes or diminishes the lien or the rights created by the Lien Documents to the real property which has not been expressly released from the Lien Documents by this Partial Release of Lien for Special Assessments.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name.

Signed, sealed, and delivered in the presence of:	DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes
Witness	-
	Ву:
Printed Name	
Witness	Printed Name
Printed Name	Title
(Signature of TWO witnesses required by Flori	da law)
STATE OF	
online notarization this day of of DOWDEN local unit of special-purpose government estab	vledged before me by means of □ physical presence or □
(Notary Seal)	Notary Signature
	Printed Notary Name Notary Public in and for the county and state aforesaid. My commission expires:

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name.

Signed, sealed, and delivered in the presence of:	GOVERNMENTAL MANAGEMENT SERVICES, LLC, a Florida limited liability company
Witness	By:
Printed Name	-
Witness	Printed Name
Printed Name	Title
online notarization this day of as of GOVER	vledged before me by means of □ physical presence or □
known to me or has produced	as identification.
(Notary Seal)	Notary Signature
This instrument prepared by:	Printed Notary Name Notary Public in and for the county and state aforesaid. My commission expires:

David L. Brown, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida

EXHIBIT "A"

SEE THE ATTACHED SKETCH

OF DESCRIPTION

(2 PAGES)

VICINITY MAP (NOT TO SCALE)

LEGEND:

- LINE BREAK POINT OF BEGINNING
POINT OF CURVATURE
POINT OF COMPOUND CURVATURE
POINT OF REVERSE CURVATURE
POINT OF TANGENCY
POINT OF TON—TANGENCY
RIGHT OF WAY
OFFICIAL RECORDS BOOK POB PCC PCC PRC PT PNT R/W OR

PG PAGE LENGTH RADIUS CENTRAL ANGLE CB CHORD BEARING

CH CHORD LENGTH
OC ACRES
SEC SECTION-TOWNSHIP SOUTH-RANGE EAST
O CHANGE IN DIRECTION

LEGAL DESCRIPTION:

A PORTION OF TRACT T OF STARWOOD PHASE N-1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGES 149 THROUGH 157, LYING IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT T OF SAID STARWOOD PHASE N-1A; THENCE ALONG THE NORTH LINE OF SAID TRACT T THE FOLLOWING THREE (3) COURSES AND DISTANCES: N55'22'10"E A DISTANCE OF 9.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 06'39'21", A CHORD BEARING OF N58'41'50"E AND A CHORD DISTANCE OF 135.11 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 135.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1163.73 FEET, A CENTRAL ANGLE OF 02'14'40", A CHORD BEARING OF N63'08'51"E AND A CHORD DISTANCE OF 45.58 FEET; THENCE SAID NORTH LINE OF TRACT T, RUN S25'43'49"E, A DISTANCE OF 45.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SOUTHEASTERLY HAVING A RADIUS OF 1148.73 FEET, A CENTRAL ANGLE OF 02'14'40". A CHORD BEARING OF S63'08'51"W AND A CHORD DISTANCE OF 45.00 FEET TO THE END OF SAID CURVE, A DISTANCE OF 45.00 FEET TO THE ARC OF SAID CURVE, A DISTANCE OF 45.00 FEET TO THE ARC OF SAID CURVE, A DISTANCE OF 45.00 FEET TO THE END OF SAID CURVE, A DISTANCE OF 45.00 FEET TO THE ARC OF SAID CURVE, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING. DISTANCE OF 45.00 FEET; THENCE N27'58'30"W, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 679 SQUARE FEET.

SURVEY NOTES:

š

Descriptions | Starwood

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST RIGHT OF WAY LINE OF DOWDEN ROAD SEGMENT 3. RECORDED IN PLAT BOOK 97, PAGES 147–148 OF THE PUBLIC, RECORDS OF ORANGE COUNTY FLORIDA, AS BEING S31'07'11"E.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS—OF—WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
- THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-,052, FLORIDA ADMINISTRATIVE CODE.
- THIS IS NOT A BOUNDARY SURVEY.

PROJECT NAME: MERIDIAN PARK PHASE 4 O.C.U. PROJECT NUMBER: 19-U-013

10/30/19 DATI WILLIAM D. DONCEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 1.5 3.351
NOT VALID MITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

1 OF 2
(SEE SHEET OF THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

1 OF 2

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-0F-

ADDITIONAL LIFT STATION TRACT

SECTIONS 33 TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



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

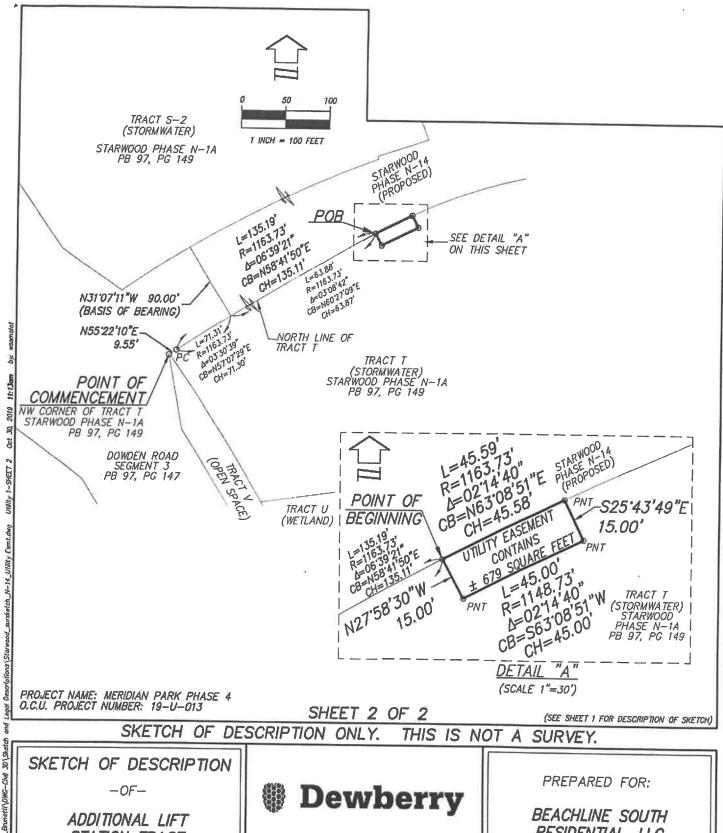
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

BEACHLINE SOUTH RESIDENTIAL, LLC

DATE: 06/28/19 REV DATE: 10/30/19 SCALE I" = N/A

PROJ. 5009230R DRAWN BY: WS CHECKED BY: TPT



THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

ADDITIONAL LIFT STATION TRACT

SECTIONS 33 TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA

Dewberry

131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM **CERTIFICATE OF AUTHORIZATION NO. LB 8011** PREPARED FOR:

BEACHLINE SOUTH RESIDENTIAL, LLC

DATE: 06/28/19 REV DATE: 10/30/19 SCALE 1" = 20" PROJ: 50092308 DRAWN BY: WS CHECKED BY: TPT

SECTION IX

SECTION C

SECTION 1

Community Development District

Summary of Checks

October 01, 2020 to December 10, 2020

Bank	Date	Check No.'s	Amount
General Fund	10/1/20	97-100	\$ 11,656.51
	10/8/20	101-103	\$ 8,722.89
	10/15/20	104	\$ 3,288.65
	10/26/20	105-109	\$ 150,017.01
	11/5/20	110	\$ 378.00
	11/12/20	111-112	\$ 6,469.57
	12/9/20	113-116	\$ 5,418.97
			\$ 185,951.60
			\$ 185,951.60

PAGE	
RUN 12/10/20	
AP300R *** CHECK DATES 10/01/2020 - 12/10/2020 *** DOWDEN WEST - GENERAL FUND	

PAGE 1	AMOUNT #		1,800.00 000097	1	5,381.00 000098	1 1 1 1 1 1						3,306.55 000099	1 1 1 1 1 1	168.9	1 1 1 1 1 1 1	0.00 00.0	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	488.50 000102	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3,234.39 000103	1 1 1 1 1 1			
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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER SS 10/01/2020 - 12/10/2020 *** BANK A GENERAL FUND BANK A GENERAL FUND	<pre>#INVOICE VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS</pre>	5 9/10/20 1874535 202008 310-51300-31100 ENGINEERING SERV 08/28/20		8/31/20 11520 202009 300-15500-10000 FY21 INSURANCE	EGIS INSURA	1 9/01/20 46 202009 310-51300-34000 MANAGEMENT PER SEPT/2020	9/01/20 46 202009 310-51300-35100 INFORMATION TECH SEPT/20	9/01/20 46 202009 310-51300-31300 DISSEMINATION SEDE/20	9/01/20 46 1202000 310-51300-51000	9/01/20 46 202009 310-51300-42000	9/01/20 46 202009 310-51300-42500 COPTES	GOVERNM	8/31/20 02468866 202007 310-51300-48000 NOT OF BUDGET 07/29/20	ORLANDO SENTINEL	9/15/20 47	GOVERNMENTAL MANAGEMENT SERVICE	9/23/20 93970 202008 310-51300-31500 REVIEW/RECEIPT/EMAILS	LATHAM, LUNA, EDEN& BEAUDINE,	9/25/20 33882898 202009 320-53800-43100 0 DOWDEN RD		. 10/01/20 48 202010 310-51300-34000 MANAGEMENT FFES 10/20	10/01/20 48 202010 310-51300-35100 INFORMATION TECH 10/20	10/01/20 48 202010 310-51300-31300 DISSEMINATION SRVC 10/20	10/01/20 48 202010 310-51300-51000 OFFICE SUPPLIES
AP300R *** CHECK DATES	CHECK VEND# DATE	10/01/20 00006		10/01/20 00003	1	0000							10/01/20 00004	1	10/08/20 00001 9/15/20 47	1	10/08/20 00002		10/08/20 00013		10/15/20 00001			

MBYINGTON DOWD DOWDEN WEST

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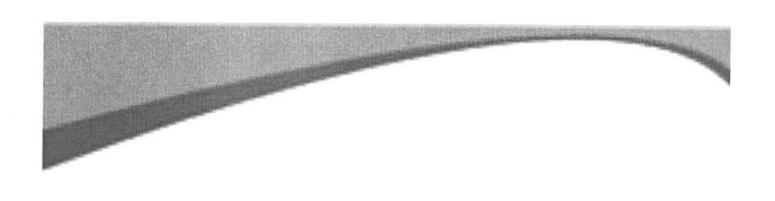
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DOWD DOWDEN WEST MBYINGTON

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PAGE	AMOUNT #		3,186.59 000112	! ! !	790.00 000113	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1,118.00 000114	1 1 1 1	3,234.39 000115		276.58 (1 1 1 1 1	
RUN 12/10/20	AMOUNT	3,186.59	!	790.00		1,118.00		3,234.39		276.58		185,951.60	185,951.60
TER CHECK REGISTER	STATUS	*		' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '		! ! * ! !	, LLP	'		1 1 1 * 1 1 1 1		FOR BANK A	REGISTER
AP300R *** CHECK DATES 10/01/2020 - 12/10/2020 *** BANK A GENERAL FUND BANK A GENERAL FUND	CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	11/12/20 00013 11/12/20 33882898 202010 320-53800-43100 O DOWDEN RD	ORLANDO UTILITIES COMMISSION	12/09/20 00006 11/16/20 1902429 202010 310-51300-31100 ENGINEER SERV 10/30/20	BERRY ENGINE	12/09/20 00002 11/20/20 95140 202010 310-51300-31500 REVISIONS/EMALLS/REVIEW	LATHAM, LUNA, EDENG BEAUDINE, LLP	12/09/20 00013 11/24/20 33882898 202011 320-53800-43100 O DOWDEN RD	ORLANDO UTILITIES COMMISSION	12/09/20 00014 10/30/20 ON 16123 202010 320-53800-47300 IRRIGATION REPAIR BATTERY	COWSTONE LANDSCAPE	TOTAL	TOTAL FOR REGISTER

DOWD DOWDEN WEST MBYINGTON

SECTION 2



Community Development District

Unaudited Financial Reporting
November 30, 2020



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Balance Shee	1
General Fund Income Statemen	2-3
Debt Service Fund Income Statemen	4
Capital Projects Fund Income Statemen	5
Month to Month	6-7
Long Term Debt Summary	8
Series 2018 Construction Schedule	9
Assessment Receipt Schedule	10

Community Development District Combined Balance Sheet November 30, 2020

建筑是数量数量		General Fund	D	ebt Service Fund	Сар	ital Projects Fund	Totals Governmental Funds			
Assets:										
Cash	\$	83,302	\$		\$	-	\$	83,302		
<u>Series 2018</u>								•		
Reserve	\$	-	\$	209,945	\$	-	\$	209,945		
Revenue	\$	-	\$	151,283	\$	-	\$	151,283		
Project Fund	\$	-	\$	-	\$	704,178	\$	704,178		
Due From General Fund	\$	-	\$	3,766	\$	-	\$	3,766		
Total Assets	\$ 100	83,302	\$	364,994	\$	704,178	\$	1,152,474		
Liabilities:										
Accounts Payable	\$	5,419	\$	-	\$	-	\$	5,419		
Due To Debt Service	\$	3,766	\$	-	\$	-	\$	3,766		
Due To Developer	\$	10,125	\$	-	\$	-	\$	10,125		
Total Liabilities	\$	19,310	\$	- 6	\$	18.1.	\$	19,310		
Fund Balances:										
Unassigned	\$	63,992	\$	_	\$	_	\$	63,992		
Assigned for Debt Service	\$	•	\$	364,994	\$	_	\$	364,994		
Assigned for Capital Projects	\$	-	\$	A.5.	\$	704,178	\$	704,178		
Total Fund Balances	\$	63,992	\$	364,994	\$	704,178	\$	1,133,164		
Total Liabilities & Fund Balance	\$	83,302	\$	364,994	\$	704,178	\$	1,152,474		

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	ated Budget	100 11	Actual	Variance Variance
Revenues					
Assessments - Tax Roll	\$ 80,455	\$ 2,420	\$	2,420	\$ -
Assessments - Direct	\$ 96,839	\$ 48,420	\$	48,420	\$
Developer Contributions	\$ 89,968	\$ 14,995	\$	-	\$ (14,995)
Total Revenues	\$ 267,262	\$ 65,835	\$	50,840	\$ (14,995)
Expenditures:					
General & Administrative:					
Supervisor Fees	\$ 4,800	\$ 800	\$	86	\$ 800
FICA Expense	\$ 367	\$ 61	\$	-	\$ 61
Engineering	\$ 12,000	\$ 2,000	\$	790	\$ 1,210
Attorney	\$ 25,000	\$ 4,167	\$	1,118	\$ 3,049
Arbitrage	\$ 450	\$ 75	\$	-	\$ 75
Dissemination Fees	\$ 3,500	\$ 583	\$	583	\$ -
Annual Audit	\$ 3,375	\$ -	\$	-	\$
Trustee Fees	\$ 3,500	\$ 583	\$	1,010	\$ (427)
Assessment Administration	\$ 5,000	\$ 5,000	\$	5,000	\$ (2)
Management Fees	\$ 35,000	\$ 5,833	\$	5,833	\$ (0)
Information Technology	\$ 600	\$ 100	\$	100	\$ 0.00
Telephone	\$ 300	\$ 50	\$	-	\$ 50
Postage	\$ 1,000	\$ 167	\$	46	\$ 121
Printing & Binding	\$ 1,000	\$ 167	\$	9	\$ 158
Office Supplies	\$ 625	\$ 104	\$	0	\$ 104
Insurance	\$ 5,500	\$ 5,500	\$	5,381	\$ 119
Legal Advertising	\$ 5,000	\$ 833	\$	-	\$ 833
Property Appraiser	\$ 250	\$ 42	\$	-	\$ 42
Other Current Charges	\$ 1,000	\$ 167	\$	265	\$ (98)
Dues, Licenses & Subscriptions	\$ 175	\$ 29	\$	175	\$ (146)
Total General & Administrative:	\$ 108,442	\$ 26,261	\$	20,311	\$ 5,950
Operations and Maintenance Expenses					
Contract Services					
Field Management	\$ 15,000	\$ 2,500	\$	-	\$ 2,500
Landscape Maintenance	\$ 34,560	\$ 5,760	\$	2,767	\$ 2,993
Lake Maintenance	\$ 10,260	\$ 1,710	\$	•	\$ 1,710
Mitigation Monitoring	\$ 10,000	\$ 1,667	\$	-	\$ 1,667

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

《公司》 (1995年) [1995年] [1995] [Adopted	Pror	ated Budget		Actual		
提供是ERESES AND ERES (1) (1) (1) (1)		Budget	Thin	11/30/20	Thr	11/30/20	April 1	/arrance
Repairs & Maintenance								
General Repairs & Maintenance	\$	2,000	\$	333	\$	-	\$	333
Operating Supplies	\$	500	\$	83	\$	-	\$	83
Landscape Replacement	\$	5,000	\$	833	\$	-	\$	833
Fountain Repairs & Maintenance	\$	7,000	\$	1,167	\$	-	\$	1,167
Irrigation Repairs	\$	3,000	\$	500	\$	277	\$	223
Road & Sidewalk Maintenance	\$	5,000	\$	833	\$	-	\$	833
Alleyway & Trail Maintenance	\$	1,500	\$	250	\$	-	\$	250
Signage	\$	3,500	\$	583	\$	-	\$	583
Utilities								
Electric	\$	1,000	\$	167	\$		\$	167
Water & Sewer	\$	14,000	\$	2,333	\$	-	\$	2,333
Streetlights	\$	40,000	\$	6,667	\$	6,421	\$	246
Other								
Contingency	\$	5,000	\$	833	\$		\$	833
Property Insurance	\$	1,500	\$	1,500	\$	-	\$	1,500
Total Operations and Maintenance Expenses	\$	158,820	\$	27,720	\$	9,465	\$	18,255
Total Expenditures	s	267,262	\$	53,981	\$	29,775	\$	24,206
Other Financing Sources/(Uses)								
Transfer In/Out	\$	-	\$	-	\$		\$	-
Total Other Financing Sources (Uses)	\$	(12) 111.	\$		\$		\$	13 L
Excess Revenues (Expenditures)	S			0 42.116.1	\$	21,064	CTV I	
Fund Balance - Beginning	s	HE.51-52	W.F	FFE AR	\$	42,928		
Fund Balance - Ending	\$				45.4	63,992		

Community Development District Debt Service Fund Series

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted Budge	SECTION SECTIONS	rated Budget	The	Actual 0.11/30/20		Variance
Revenues			- CAL	EL PATRICIA DE LA CONTRACTION	2218	# 1 1/40/100		-variante
Assessments - Tax Roll	\$	127,652	\$	3,840	\$	3,840	\$	_
Assessments - Direct	\$	292,340	\$	146,170	\$	146,170	\$	
Interest	\$	-	\$	-	\$	3	\$	3
Total Revenues	\$	419,992	\$	150,010	\$	150,013	\$	3
Expenditures:								
General & Administrative:								
Interest - 11/1	\$	163,035	\$	163,035	\$	163,035	.\$	-
Principal - 5/1	\$	95,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	163,035	\$	-	\$	-	\$	-
Total Expenditures	S	421,070	s	163,035	\$	163,035	\$	
Other Sources/(Uses)								
Transfer in/Out	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	SI ESTE	\$		s	ant quiptin	\$	ne i
Excess Revenues (Expenditures)	\$	(1,078)			\$	(13,022)		
Fund Balance - Beginning	\$	168,152	75/11/5	HIV TINE!	\$	378,015	NI pi	
Fund Balance - Ending	Sen \$ mil	167,074		· · · · · · · · · · · · · · · · · · ·	\$	364,994	gis Sil	STEET WOOD

Comm unity Developm entDistrict Capital Projects Fund Series

Statem entof Revenues, Expenditures, and Changes in Fund Balance

		pted Iget		d Budget	Thin	Actual 151/30/20	v	ariance
Revenues								
Interest	\$	-	\$	-	\$	6	\$	6
Total Revenues	\$		\$		\$	6	\$	6
Expenditures:								
General & Administrative:								
Capital Outlay	\$	•	\$	-	\$	-	\$	-
Total Expenditures	\$		\$		\$	的方生物 撒作	\$	
Other Financing Sources/(Uses)								
Transfer In/Out	\$	-	\$	•	\$	-	\$	-
Total Other Financing Sources (Uses)	\$ -	5///2	\$	er en serv	s		\$	materials.
Excess Revenues (Expenditures)	\$ 1		821 E		\$	6		11年11年
Fund Balance - Beginning	\$	718.15		k was sily	\$	704,172		
Fund Balance-Ending	\$		WALL TO		\$.	704,178	William Services	

Dowden West
Community Development District
Month to Month

							mond to mond	_							
CANONICA AND VALUE AND		Oct	Nev	Dec	lan	Peb	Mar	1	Apr	May	BREEZE WAY	lel Aug	NOV COLL S. R.	Sett	Total
Revenues															
Assessments - Tax Roll	₩.	•	2,420	\$	\$5	•	∽	1	•	44		1	**	,	2.420
Assessments - Direct	40	48,420 \$		59	\$? '	67	(1	•	•		•		, 49		48.420
Developer Contributions	44			5 7	\$	*	**	•	•	5	••• •	49	• ••		
Total Revenues	s	48,420 \$	242	2,420 \$	\$	\$ -	\$.	\$	\$	\$.	\$.	\$.	\$.	5	50,840
Expenditures:															
General & Administrative;															
Supervisor Fees	69	49		∽	94	69	49	•	,		,	49	•		•
FICA Expense	49	1		9	₩	€ 7	€ 5	•	*		49	1	· ••	,	
Engineering	€4	\$ 062		€7	€ 5	49	69	\$	•	*	69	69	40	1	790
Attorney	⇔	1,118 \$		⇔	€	55	€	5		59	55	€?	*	•	1,118
Arbitrage	49	,		67	∽	(A	\$	59	••	\$9	55	69	10	1	•
Dissemination Fees	69	\$ 262	292	\$ 2	€ 9	49	69	49	49	49	44	65	**	49	583
Annual Audit	69	· ·		₩	40	49	(1	69	47	69	\$	(4	40	49	•
Trustee Fees	₩.	1,010 \$		∽	49	49	69	,	· ·	\$ 5	•	69	*	49	1,010
Assessment Administration	49	\$ 0000'S		44	\$	55	6 9	•	10	⇔	€	69 1	5 9		5,000
Management Fees	s)	2,917 \$	2,917	\$ 21	49	9	69 ∶	,	1	69	⇔	₩	69	49	5,833
Information Technology	49	50 \$		\$ 05	\$	**	€9	•	· ·	\$4	89	69	\$9	49	100
Telephone	49	,		\$	⇔	47	69	•	5	€	49	69 1	43	69	٠
Postage	49	22 \$	14	23 \$	5	47	69 1	100	5	\$9	49	1	69	•	46
Printing & Binding	69	80		1 \$	49	59	69	,	•	\$ 7	\$	93	69	\$	6
Office Supplies	49	0		\$ 0	44	6 9	69	•	•	49	49	1	49	4	0
Insurance	69	5,381 \$		49	∽	59	59	67	69	€ 9	\$	49	49 1	\$	5,381
Legal Advertising	₩.	•		∽	40	€	9	69	•	49	49	\$	1	1	
Property Appraiser	₩	•		67	49	\$	\$9	•	68	•	49	\$ -	₩	1	•
Other Current Charges	₩,	••	26	265 \$	5	\$	42 ,	62 ,	69	¥6	69	47 1	¥7	\$1	265
Dues, Licenses & Subscriptions	69	175 \$		\$	\$	€ 5	\$\$	67 ,	49	49	\$	69 1	⇔	**	175
Total General & Administrative:	s	16,763 \$	3,54	3,548 \$	\$ -	\$ -	\$	\$.	\$.	\$ -	\$.	\$		55	20,311
Operations and Maintenance Expenses															
Contract Services															
Feld Management	•	-		6 9	49	9	65		,	,			,		
Landscape Maintenance	• •	2.767			. 49	• •			,	,	,			•	. 176.0
Lake Maintenance	149			+ 4 2	· 69	· v1	+ 6 7	,	,	,	,		9 tr		70/'7
Mitigation Monitoring	45			• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	. 69				,				,	¥5 1/1
2				٠	ŀ	٠	,		*	9	9	9	P .	4	i

Dowden West
Community Development District
Month to Month

	,	Oct	Nov	Dec	量	Fieb	Mar	Apr	May	191	1 Annual	STEEL STATE	Sen	Total
Repairs & Maintenance														1 01413
General Repairs & Maintenance	69	\$ 7	•	,	•	49	5	•	•	49	69			
Operating Supplies	49	67	**	47	6A ,	45	•	•		• • • • • • • • • • • • • • • • • • • •		,		9
Landscape Replacement	49	1	*	**	6A 1	•	*	•		• 69	• •			
Fountain Repairs & Maintenance	49	49	•	69 1	44	•	•	46		· 69	• •4			
Irrigation Repairs	69	277 \$,	49	+	•	•	**			+ 4 4			777
Road & Sidewalk Maintenance	69	\$	\$	47	46	49	•					• •		117
Alleyway & Trail Maintenance	49	49	•	•	49	•	.	· 69		• ••		,		
Signage	€9	⇔	67	•	•	49	69 ,	49	45	49	1	• • •		8
Utilities														
Electric	₩	,	,	•	•	*	s	\$5	49	•9	65			
Water & Sewer	49	1	1		**		6 5	69		· 69		, s 4	,	
Streetlights	₩	3,187 \$	3,234 \$	'	49	•	69	to.	49	•	, s ,) 61		6,421
Other														
Contingency	49	•	1	•	\$	5	49	69	49	61	4	65		10
Property insurance	•	*	69	49	49	•	49	• •	69	1				(15)
Total Operations and Maintenance Expenses	59	6,230 \$	3,234 \$	5	\$ 2	5	\$	s	45	4	S	49	59 4	9,465
Total Expenditures	5	22,993 \$	6,782 \$			**	35	\$ 4	8 .	\$	\$	\$.	5	29,775
Other Financing Sources /(Uses).														
Transfer In/Out	•	•		•	-		\$ 7	59	•	s,	57	\$	•	
Total Other Financing Sources (Uses)	45	*	\$	\$	\$	\$.	\$.	\$		\$.	\$.	\$.	60	10
Excess Revenues (Expenditures)	*	25,427 \$	(4,362) \$	•	\$			* 0.0	*	\$ *	s		65	21.064

Community Development District Long Term Debt Report

SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATES: 4.35%, 4.85%, 5.40%, 5.55%%

MATURITY DATE: 5/1/2049

RESERVE FUND DEFINITION 50% OF MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT \$209,945 RESERVE FUND BALANCE \$209,945

BONDS OUTSTANDING - 02/08/18 \$6,170,000 LESS: PRINCIPAL PAYMENT - 05/01/20 (\$90,000)

CURRENT BONDS OUTSTANDING \$6,080,000

Community Development District

Special Assessment Revenue Bonds, Series 2018

Date Fiscal Year 2019	Requisition #	Contractor	Description	_	Requisition
		TOTAL		\$	
Fiscal Year 2019					
1/1/19		Interest			470
2/1/19		Interest		\$ \$	479.6 1,351.5
3/1/19		Interest		\$	1,221.3
3/15/19		Transfer from Cost of Issuance		\$	12,614.2
4/1/19		Interest		\$	1,354.3
5/1/19		Interest		\$	1,312.3
6/1/19		Interest		\$	1,356.4
7/1/19		Interest		\$	1,313.0
8/1/19		Interest		\$	1,130.9
9/1/19		Interest		\$	904.9
		TOTAL		\$	23,039.3
			Project (Construction) Fund at 12/21/18	\$	5,305,501.2
			Interest Earned thru 09/30/19	\$	23,039.3
			Requisitions Paid thru 09/30/19	\$:*
			Remaining Project (Construction) Fund	\$	5,328,540.6
Date iscal Year 2020	Requisition #	Contractor	Description	_	Requisition
10/23/19	1	Dowden West CDD	Reimbursement for Construction Related Expenses		4 207 0
10/23/19	2	Dewberry Engineers, Inc.	Invoices: 1660182 & 1720723 - Construction Engineering Services	\$	1,207.0 1,005.0
11/25/19	3	Mattamy Orlando, LLC	Beachline South Residential, LLC - Reimbursement of Construction Costs	\$	4,613,688.0
6/1/20	4	Dewberry Engineers, Inc.	Invoices: 1757509, 1776886, 1780422 & 1792065 - Construction Engineering Services	\$	4,387.5
7/23/20	5	Dewberry Engineers, Inc.	Invoices: 1828788 & 1840854 - Construction Engineering Services	\$	7,315.0
		TOTAL		\$	4,627,602.5
W 0000					4,021,002.31
iscal Year 2020 10/1/19		Interest		\$	788.3
11/1/19		Interest		\$	678.8
11/5/19		Transfer from Cost of Issuance		\$	967.5
12/1/19		Interest		\$	486.3
1/1/20		interest		\$	91.1
2/1/20		Interest		\$	90.9
3/1/20		Interest		\$	75.2
4/1/20		Interest		\$	33.9
5/1/20		Interest		\$	5.8
6/1/20		Interest		\$	6.0
7/1/20		Interest		\$	3.5
8/1/20		Interest		\$	3.30
9/1/20		Interest		\$	2.9
		TOTAL		\$	3,234.06
			Project (Construction) Fund at 09/30/19 Interest Earned thru 9/30/20	\$	5,328,540.61
			Requisitions Paid thru 9/30/20	\$	3,234.06 (4,627,602.50
			Remaining Project (Construction) Fund	\$	704,172.17
Date	Requisition #	Contractor	Description		Requisition
scai Year 2021					
	8	TOTAL		\$	
scal Year 2021					
10/1/20		Interest		\$	2.89
11/1/20		Interest		\$	2.98
	9	TOTAL		\$	5.87
			Project (Construction) Fund at 09/30/20	\$	704,172.17
			Interest Earned thru 11/30/20	\$	5.87
			Requisitions Paid thru 11/30/20	\$	3.0
			Remaining Project (Construction) Fund	\$	704,178.04

Community Development District Special Assessment Receipts Fiscal Year 2021

TOTAL ASSESSMENT LEVY - ON ROLL

\$221,390.43 \$208,107.00

135,800.00 127,652.00

85,590.43 \$ 80,455.00 \$

Gross \$ Net \$

100.00%	TOTAL	\$4,225.65 \$2,034.57	\$626022
61.34%	SERIES 2018	\$2,592.00 \$1,248.00	\$3.840.00
38.66%	GENERAL FUND	\$1,633.65 \$786.57	\$2.420.22
	NET RECEIPTS	\$4,225.65 \$2,034.57	\$6,260.22
	INTEREST	\$0.00	\$0.00
	DISC/PENALTY	\$176.07 \$84.78	\$260.85
	COMMISSIONS	\$0.00	\$0.00
	GROSS AMT	\$4,401.72 \$2,119.35	\$6,521.07
	DESCRIPTION	АСН	TOTAL
	DATE	11/12/20 11/19/20	

Gross Percent Collected	Balance Remaining to Collect
3%	\$214,869.36

DIRECT ASSESSMENTS:

DIRECT ASSESSMENTS:	35					
Beachline South Residential, LLC	ential, LLC				2020-02	2020-01
			Net Assessments	\$389,179.24	\$96,839.24	\$292,340.00
DATE	DUE	CHECK	NET	AMOUNT	GENERAL	DEBTSERVICE
RECEIVED	DATE	NO.	ASSESSED	RECEIVED	FUND	FUND 2018
10/20/20	11/1/20	22748	\$194,589.62	\$194,589.62	\$48,419.62	\$146,170.00
	2/1/21		\$97,294.81			
	5/1/21		\$97,294.81			
			\$389,179,24	\$194.589.62	\$48.419.62	\$14617000