

*Dowden West Community
Development District*

Agenda

December 20, 2018

AGENDA

Dowden West

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

December 13, 2018

**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 20, 2018 at 9:00 AM at the Offices of GMS-CF, LLC, 135 W. Central Blvd., Suite 320, Orlando, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of October 18, 2018 Meeting
4. Consideration of Resolution 2019-03 Finalizing the Series 2018 Assessments
5. Consideration of Streetlighting Agreements with OUC for Neighborhood Lighting
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
7. Supervisor's Requests
8. Other Business
9. Next Meeting Date
10. 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 the approval of the minutes of the October 18, 2018 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of Resolution 2019-03 finalizing the Series 2018 assessments. A copy of the Resolution is enclosed for your review.

The fifth order of business is the consideration of streetlighting agreements with OUC for lighting in two areas of the District. Copies of the agreements are enclosed for your review.

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

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

Sincerely,



George S. Flint
District Manager

CC: Jan Carpenter, District Counsel
Rey Malave, District Engineer
Brett Sealy, Underwriter
Mike Williams, Bond Counsel
Stacey Johnson, Trustee
Darrin Mossing, GMS

Enclosures

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, October 18, 2018 at 9:00 a.m. in the offices of GMS-CF, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida.

Present and constituting a quorum were:

Keith Trace	Chairman
Thomas Franklin	Vice Chairman
Gregory Clark	Assistant Secretary
Chuck Bell	Assistant Secretary

Also present were:

George Flint	District Manger
Andrew d'Adesky	District Counsel
Bob Johnson	District Engineer
Mike Williams	Akerman Senterfitt
Justin Rowan	MBS Capital Markets LLC by phone
Steve Zucker	Shutts & Bowen by phone

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. Acceptance of Resignation of Drew Abel and Appointment of Individual to Fill the Board Vacancy with a Term Ending November 2012

On MOTION by Mr. Franklin seconded by Mr. Trace with all in favor Drew Abel's resignation was accepted.

Mr. Flint: Are there any nominations to fill that vacancy?

On MOTION by Mr. Trace seconded by Mr. Clark with all in favor Chuck Bell was appointed to fill the unexpired term of office.

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

Mr. Flint being a Notary Public of the State of Florida administered the Oath of Office to Mr. Bell.

Mr. d’Adesky: We will send you information on Sunshine and Ethics law and the number one thing is not to discuss Board business electronically, vocally or any form of communication with the other Board Members.

Mr. Flint: There is a Form 1 Statement of Financial Interests attached to the Oath that needs to be filed within 30 days of today with the Supervisor of Elections in the county in which you reside. We always suggest you get a date stamp or send it certified so you have some way of proving you filed it. As a Board Member you are also entitled to compensation of \$200 per meeting. Do you waive or accept compensation?

Mr. Bell: I will waive compensation.

C. Consideration of Resolution 2019-01 Electing Officers

Mr. Flint: We don’t have a Chairman and we have a new Board Member. We do have a resolution considering election of officers. We can deal with it as a slate or each officer individually.

Mr. d’Adesky: One thing to consider is we have a bond issuance coming up and the Chairman or Vice Chairman are typically delegated pursuant to most of the resolutions and other documents so one or the other will have to be there signing documents and perhaps signing documents in the interim.

On MOTION by Mr. Trace seconded by Mr. Clark with all in favor Resolution 2019-01 was approved reflecting the following officers: Keith Trace as Chairman, Tom Franklin Vice Chairman, Gregory Clark, Chuck Bell and Steven Kalberer as Assistant Secretaries, George Flint as Secretary, Ariel Lovera Treasurer and Teresa Viscarra as Assistant Treasurer.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the September 6, 2018 Meeting

On MOTION by Mr. Clark seconded by Mr. Franklin with all in favor the minutes of the September 6, 2018 meeting were approved as presented.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2019-02 Bond Delegation Resolution

Mr. Flint: Previously there had been a redline version of that circulated and this morning Bond Counsel’s office circulated the final version and that would be Resolution 2019-02.

Mr. Williams: This resolution authorizes not exceeding \$7 million of the 2018 assessment bonds. It also approves the bond purchase agreement, which is the document between MBS and the District that Justin will present to the District once the bonds are priced. It approves the preliminary form of the Preliminary Offering Memorandum, which is a document that MBS will use to market the bonds to the marketplace. It approves the Continuing Disclosure Agreement, which is a document some of you have been involved with on other CDDs, which since 1996 the Securities and Exchange Commission have said on any governmental offering that the issuer has to enter into a continuing disclosure obligation to provide information, primarily financial information to the marketplace. The developer will also be a party to that document and it approves the First Supplemental Trust Indenture, which is the contract between the District and the bondholders and the blanks currently in that document will be filled in once the bonds are priced. It also authorizes the Chairman or Vice Chairman and many of us at the table to take all actions necessary to close the bond issue.

Mr. d’Adesky: You are approving the form of these documents and there will be updates to numbers, dates, information as well as comments from all respective Counsels. There may be subsequent comments from bond Counsel, myself, Developer’s Counsel in the future.

On MOTION by Mr. Franklin seconded by Mr. Clark with all in favor Resolution 2019-02 was approved.

SIXTH ORDER OF BUSINESS

Consideration of Supplemental Assessment Methodology Report

Mr. Flint: We have the Supplemental Assessment Methodology, which was provided via email to the Board and this is for what we are calling Assessment Area 1, which is Phases 1, 2, and 3. You have previously approved the Master Methodology as part of the assessment process you went through. This supplemental methodology will be revised once the bonds are actually priced. It will be incorporated into the offering memorandum subject to the actual pricing. Table

1 is the development plan, 497 units townhome and 3 single-family product types that equates to 447 equivalent residential units. Table 2 is the CIP that was prepared by the District Engineer and does reflect a break-out in the cost table that was requested to be made by the Engineer in his supplemental report. He had two line items combined that we have broken back out to be consistent with the Master Engineer’s Report. The cost of the improvements for Assessment Area 1 is \$25,198,910. Table 3 is the bond sizing and this is subject to actual pricing and will change but for purposes of issuing these bonds we have a par amount of \$6.1 million which is comprised of \$5.3 million in construction funds, Debt Service Reserve of 50% of max annual debt, capitalized interest of 12 months, underwriters discount and cost of issuance. It is anticipated to be amortized over 30 years at 5 ½%.

On MOTION by Mr. Trace seconded by Mr. Franklin with all in favor the Supplemental Assessment Methodology Report was approved.

Supplemental Engineer’s Report

Mr. Johnson: The only change is on the last page where we have broken down the landscape, hardscape, irrigation numbers and a sub-category for the parks & rec areas that is consistent with the master report.

Mr. Flint: Previously, I think those two lines were combined and you just split the parks & rec number out.

Mr. Johnson: The total estimated cost hasn’t changed.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the Engineer’s Report was approved.

SEVENTH 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 31, 2018 to October 10, 2018 in the amount of \$7,107.04.

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

ii. Balance Sheet and Income Statement

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

iii. Ratification of Fiscal Year 2018 Funding Request no. 11

iv. Consideration of Fiscal Year 2019 Funding Request no. 1

On MOTION by Mr. Franklin seconded by Mr. Clark with all in favor Fiscal Year 2018 funding request no. 11 was ratified and Fiscal Year 2019 funding request no. 1 was approved.

EIGHTH ORDER OF BUSINESS Supervisor’s Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS Next Meeting Date

Mr. Flint: The next meeting date is November 15, 2018 and between now and then the underwriter would price and have a pre-closing after the Board meeting on the 15th.

On MOTION by Mr. Clark seconded by Mr. Franklin with all in favor the meeting adjourned at 9:19 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2019 - 03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2018 SPECIAL ASSESSMENT BONDS; APPROVAL OF DISTRICT IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Dowden West Community Development District (the "District") was established by Ordinance No. 2017-20 of the City Council of Orlando, Florida effective as of April 10, 2017, for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

WHEREAS, on June 15, 2017, the Board of Supervisors (the "Board") of the District adopted Resolution No. 2017-18 authorizing, among other things, the issuance of not to exceed \$76,500,000 aggregate principal amount of its special assessment bonds in order to finance the costs of the construction, installation and acquisition of public infrastructure, improvements and services on lands within the District; and

WHEREAS, the District duly authorized and will issue its \$6,170,000 aggregate principal amount Special Assessment Bonds, Series 2018 (the "Series 2018 Bonds") for the purpose of funding the construction, installation and acquisition of public infrastructure, improvements and services; and

WHEREAS, the Dowden West Community Development District Master Engineer's Report dated June 15, 2017, as amended from time to time including by the Supplemental Engineer's Report dated October 18, 2018, attached to this Resolution as Exhibit A (collectively referred to as the "Engineer's Report"), identifies and describes the components of the project financed with the Series 2018 Bonds (the "Series 2018 Project"); and

WHEREAS, the Engineer's Report estimated capital costs for the Series 2018 Project total \$25,198,910, of which approximately \$5,305,501 shall be paid for by the Series 2018 Bonds and the remaining portion of which will be paid directly by the developer or through other methods of financing; and

WHEREAS, pursuant to the terms of the Master Assessment Methodology dated September 6, 2018 (the "Assessment Methodology"), as supplemented by the Supplemental Assessment Methodology dated October 18, 2018 (the "Series 2018 Assessment Methodology"), the estimated total costs paid for by the Series 2018 Bonds inclusive of capital costs, financing costs, capitalized interest, costs of issuance, reserve funds and contingencies totaled approximately \$6,170,000; and

WHEREAS, on September 6, 2018, the Board, after notice and public hearing, met as an equalizing Board pursuant to the provisions of Section 170.08, *Florida Statutes*, and adopted Resolution 2018-05 authorizing and confirming the projects described therein, equalizing and

levying special assessments to defray the cost of the 2018 Project and providing that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, Florida Statutes (“Special Assessment Lien”); and

NOW, THEREFORE, be it resolved by the Board of Supervisors of Dowden West Community Development District:

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

2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

3. Finalization of Special Assessments Securing the Series 2018 Bonds. Pursuant to Section 170.08 Florida Statutes, and District Resolution 2018-05, special assessments securing the Series 2018 Bonds on all developable land within the District are to be credited the difference in the assessment as originally made, approved and confirmed and a proportionate part of the Actual Project Costs of the Series 2018 Project. Attached hereto as Exhibit B, and incorporated herein by reference, is the Series 2018 Assessment Methodology which accurately reflects the amount of special assessments of the Series 2018 Bonds. The assessments levied pursuant to Resolution 2018-05 also correctly reflect the outstanding debt due on the Series 2018 Bonds. Therefore, pursuant to Section 170.08, Florida Statutes, and Resolution 2018-05, the special assessments on parcels specially benefited by the Series 2018 Project are hereby finalized in the amount of the outstanding debt due on the Series 2018 Bonds in accordance with Exhibit B herein, and is apportioned in accordance with the methodology described in Exhibit B, upon the specially benefited lands indicated in the District’s Assessment Lien Roll attached as part of the Series 2018 Assessment Methodology, and reflects the finalized assessments due on the parcels benefited by the Series 2018 Bonds.

4. Improvement Lien Book. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s “Improvement Lien Book.” The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all others liens, titles and claims.

5. Other Provisions Remain in Effect. This Resolution is intended to supplement Resolution 2018-05, which remains in full force and effect. This Resolution and Resolution 2018-05 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

6. Severability. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section

of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

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

APPROVED AND ADOPTED this 20th day of December, 2018.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR RESOLUTION 2019 - 03

ATTEST:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

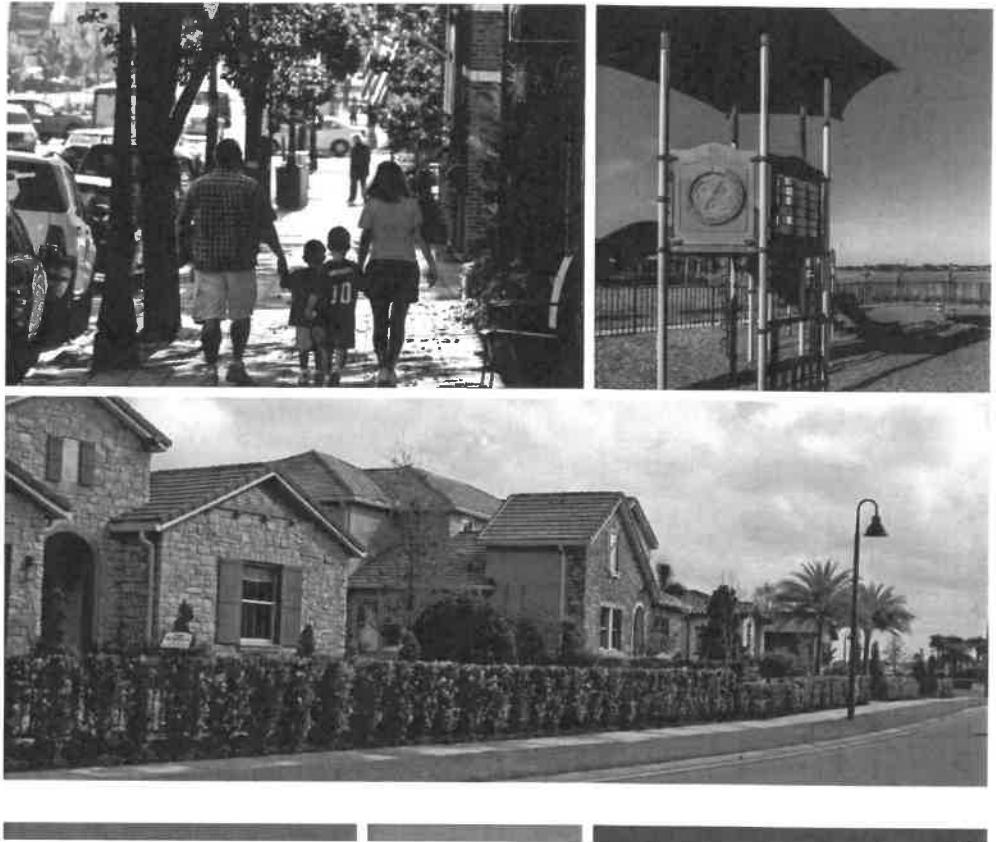
Name: _____

By: _____
Name: _____
Title: _____

- Exhibit A:** Engineer's Report
- Exhibit B:** Assessment Methodology

EXHIBIT A
ENGINEER'S REPORT

[ATTACHED BELOW]



Dowden West Community Development District

Supplemental Engineer's Report 2018

Board of Supervisors

October 18, 2018

DOW-1 (50088981)

SUBMITTED BY:

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

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EXHIBIT A	Master Site Plan
EXHIBIT B	Series 2018 Project Site Plan
EXHIBIT C	Master Stormwater Plan
EXHIBIT D-1	Master Reclaimed Water System Plan
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EXHIBIT D-3	Master Potable Water System Plan
EXHIBIT E	Series 2018 Project Sketch and Legal Description
EXHIBIT F	Series 2018 Project Opinion of Probable Construction Costs

Dowden West Community Development District

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

1. INTRODUCTION

1.1 Description of the Dowden West Community

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

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

Report (“Master Report) one of the villages has been split into two (2), thus the increase to eleven (11) phases from the former ten (10) villages.

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

1.2 Purpose of Report

The District has adopted a master capital improvement plan in the amount of \$64,623,221, as described in the Master Engineer’s Report, dated June 15, 2017, (“the Master Project”). The purpose of this report is to (i) provide a description of the portions of the Master Project, that are intended to be financed through the issuance of the District’s proposed Capital Improvement Revenue Bonds Series 2018 (the “Series 2018 Project”); (ii) provide the current status of development and construction of the Series 2018 Project, as described herein, that will encompass Master Project infrastructure improvements located within Dowden West CDD Phases 1, 2 and 3. Phase names have changed from the Master Report. Village N1A and the first portions of Dowden Road are Phase 1, Village N1B has been split and is now Phases 2 and 3 as shown on Exhibit B. The Master Project, which includes the Series 2018 Project, is to be developed and delivered as a system of improvements benefiting all lands within the District. Construction of Phase 1 has commenced with infrastructure, whereas Phases 2 and 3 have commenced with mass grading activities only. Infrastructure construction is expected to be completed for all three (3) phases by 2020.

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

TABLE 2 PHASING SUMMARY -Series 2018 Project Dowden West CDD		
PHASE	NO. UNITS	AREA (AC.)
Phase 1 (Village N-1A)	163	31.44
Phase 2 (portion Village N-1B)	185	30.59
Phase 3 (portion Village N1B)	149	28.22
Spine Roadways – On-site (Segment 3)		9.54
Ponds/Lakes/Stormwater Conservation/Open Space		80.06
TOTAL Series 2018 Project -Dowden West CDD (Excluding Off-Site Roadways)	497	179.85
Spine Roadways –Offsite (Dowden Road Segment3/4)		11.27

TABLE 3 LOT TYPES -Series 2018 Project Dowden West CDD					
PHASE	TOWNHOMES	SINGLE FAMILY			NO. UNITS
		40'	50'	60'	
Phase 1 (N1A)	52	39	39	33	163
Phase 2 (portion N-1B)	48	53	53	31	185
Phase 3 (portion N-1B)	0	45	32	72	149
TOTAL – Series 2018 Project Dowden West CDD	100	137	124	136	497

2. DISTRICT BOUNDARY AND PROPERTIES SERVED

2.1 District Boundary

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

3. PROPOSED SERIES 2018 PROJECT INFRASTRUCTURE

3.1 Summary of the Series 2018 Project Infrastructure

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

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

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

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

TABLE 4 PROPOSED FACILITIES

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

3.2 Master Stormwater Management System

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

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

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

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

*Phases 3 and 4 do not include stormwater ponds

3.3 Public Roadway Systems On and Off-Site

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

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

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

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

The roadway improvements will include utilities that run within the road right-of-way and adjacent utility easements (described in 3.4). The utilities within these roadways (described in 3.5) and any landscaping/ hardscaping related to these roadways will be developed as part of the improvements to the District with the Series 2018 Project. Stormwater drainage facilities (as described in 3.2) will also be provided for these improvements within the Master Stormwater Management System. The Series 2018 Project offsite road is under construction and the onsite portions of roadway within the project for Dowden Road and Phase 1 have also begun construction. Completion of construction is anticipated for the Series 2018 roadway improvements in 2019. The District may finance these improvements and convey them to the City of Orlando upon completion.

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

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

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

The Series 2018 Project wastewater facilities will include gravity collection sewer lines and mains. The three (3) new lift stations, including a master triplex lift station located within Phases 1, 2 and 3 of the District and will service the Development and be constructed as part of the Series 2018 Project. These new lift stations will tie into the existing forcemain located on the existing Dowden Road and will be constructed north through the Master Spine roads within the Development as part of the Series 2018 Project. It is currently estimated that these gravity collection systems and forcemain will be constructed, acquired or financed by the District.

Design of the wastewater collection system, reuse water system and the water distribution system for potable water and fire protection is in accordance with the criteria and guidelines of the City of Orlando and the Florida Department of Environmental Protection (FDEP). Utility extension within Dowden Road will also be included as part of the infrastructure improvements for the Series 2018 Project. As part of the Series 2018 project, Phase 1 utilities construction has commenced as have the off-site Dowden Road utilities and the first portion of on-site Dowden Road utilities. These utilities are approximately 50% installed. Installation of Phase 2 and 3 utilities have not commenced. All of these improvements will be financed by the CDD and transferred and maintained by Orange County Utilities.

3.5 Landscaping, Irrigation and Entry Features in Common Areas

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

3.6 Electrical Service Systems (Underground)

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

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

3.7 Conservation Areas

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

4. OPINION OF PROBABLE CONSTRUCTION COSTS

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

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

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

5. PERMITTING STATUS

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

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

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

A permit for the full development of Phase 1 has been submitted and approved by Orange County Utilities, City of Orlando Permitting and SFWMD. Construction of this first phase and the on and off site portions of Dowden Road included within the Series 2018 project have commenced. Additional Phases and roadway sections will be submitted for approvals in the future.

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

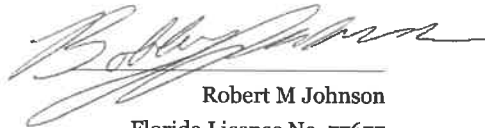
- Army Corps of Engineers Permit
- City of Orlando Engineering Plan Approval;
- Orange County Utilities Permit;
- SFWMD ERP Permit;
- SFWMD Dewatering Permit;
- FDEP Water and Wastewater Permits;
- Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES); and
- FEMA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

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

6. ENGINEER'S CERTIFICATION

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

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



Robert M Johnson
Florida License No. 77677



Dewberry Engineers Inc.
 1000 MONROE AVE
 SUITE 200
 MIAMI, FL 33130
 PHONE: 305.441.2277
 FAX: 305.441.2278
 DEWBERRY@DEWBERRY.COM

CITY OF ORLANDO, FLORIDA
 DOWDEN WEST CDD

SERIES 2018 PROJECT SITE PLAN
 EXHIBIT B



PROJECT #	STARS
DRAWN BY	JKH
APPROVED BY	JBL
CREATED BY	JBL
DATE	JUL 2017

DOW 1: Dowden West CDD (Accessibility) Report
 SHEET NO.

1 OF 1



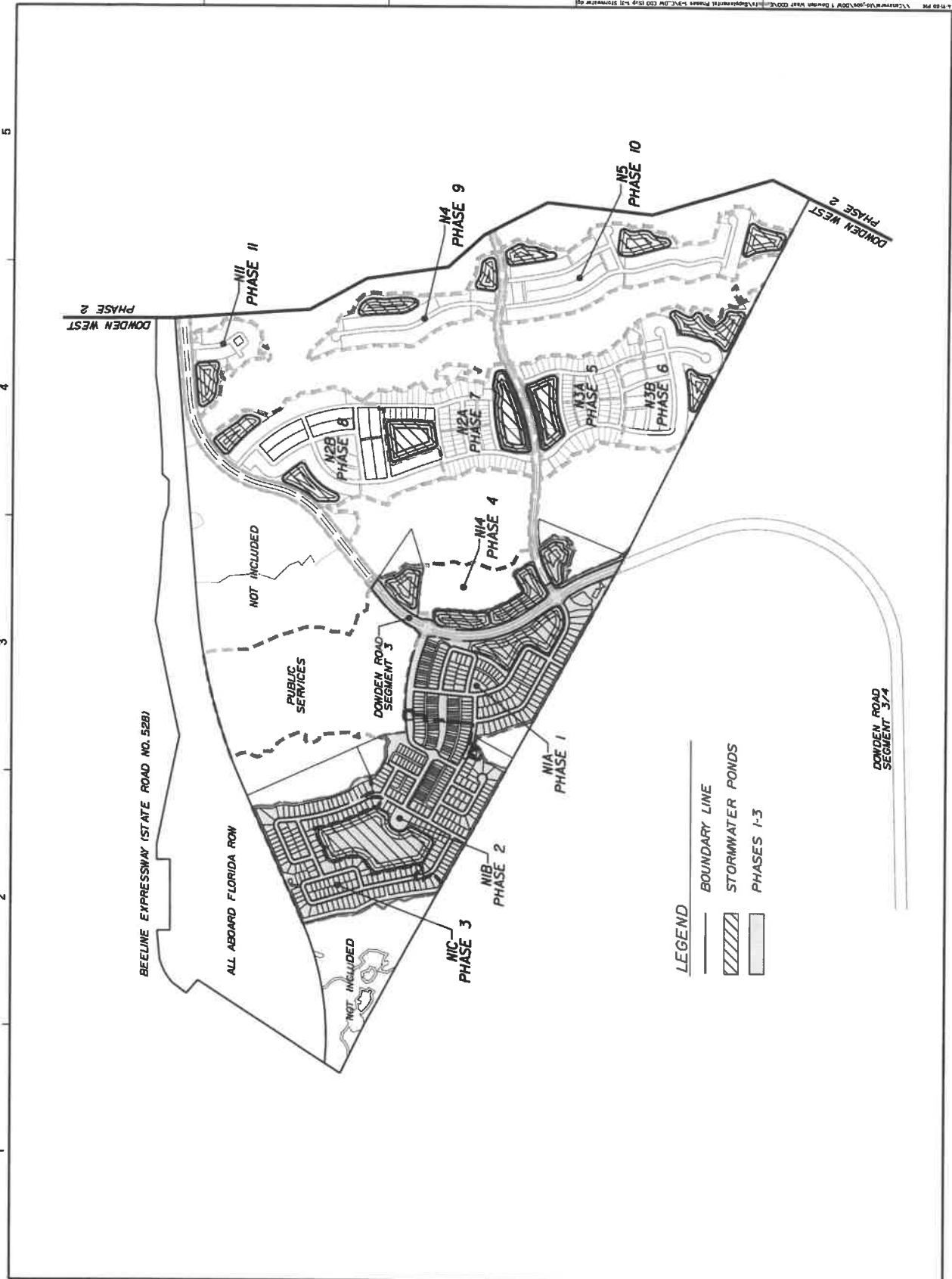
PHASES 1-3
 (154,178 AC.)

DOWDEN WEST TOTAL:
 736.29 AC.

NOTE: AREAS THAT ARE NOTED *NOT INCLUDED* IS REFERENCING WITHIN CDD BOUNDARY.

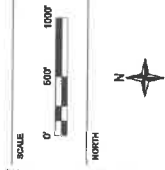
1 2 3 4 5

E D C B A



LEGEND

- BOUNDARY LINE
- STORMWATER PONDS
- PHASES 1-3



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

DOWDEN WEST CONSTRUCTION REPORT
SHEET NO.

1 OF 1

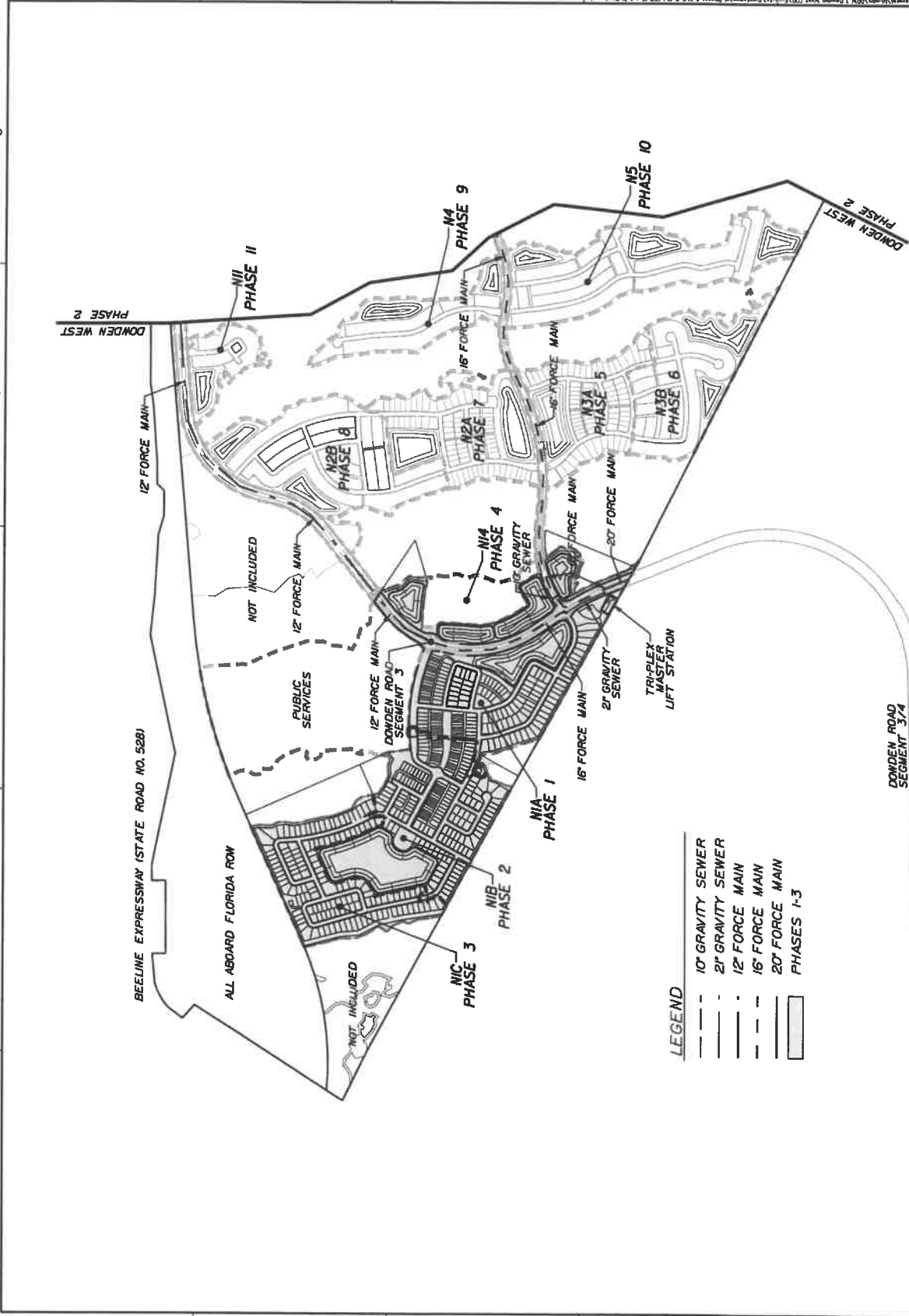
MASTER STORMWATER PONDS
EXHIBIT C
DOWDEN WEST CDD
CITY OF ORLANDO, FLORIDA



Dewberry Engineers Inc.
200 SOUTH MADISON AVE
ORLANDO, FL 32801
PH: 407.251.4000
WWW.DEBERRY.COM

1 2 3 4 5

E D C B A



LEGEND

---	10" GRAVITY SEWER
- - -	21" GRAVITY SEWER
---	12" FORCE MAIN
- - -	16" FORCE MAIN
---	20" FORCE MAIN
▭	PHASES 1-3

UTILITY PROVIDER - ORANGE COUNTY UTILITIES

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

Dewberry

Dewberry Engineers Inc.
 10000 WINDY HOLLOW AVENUE
 SUITE 200
 ORLANDO, FLORIDA 32837
 (407) 226-1000
 WWW.DEBERRYENGINEERS.COM

DOWDEN WEST CDD

CITY OF ORLANDO, FLORIDA

MASTER SANITARY SEWER SYSTEM

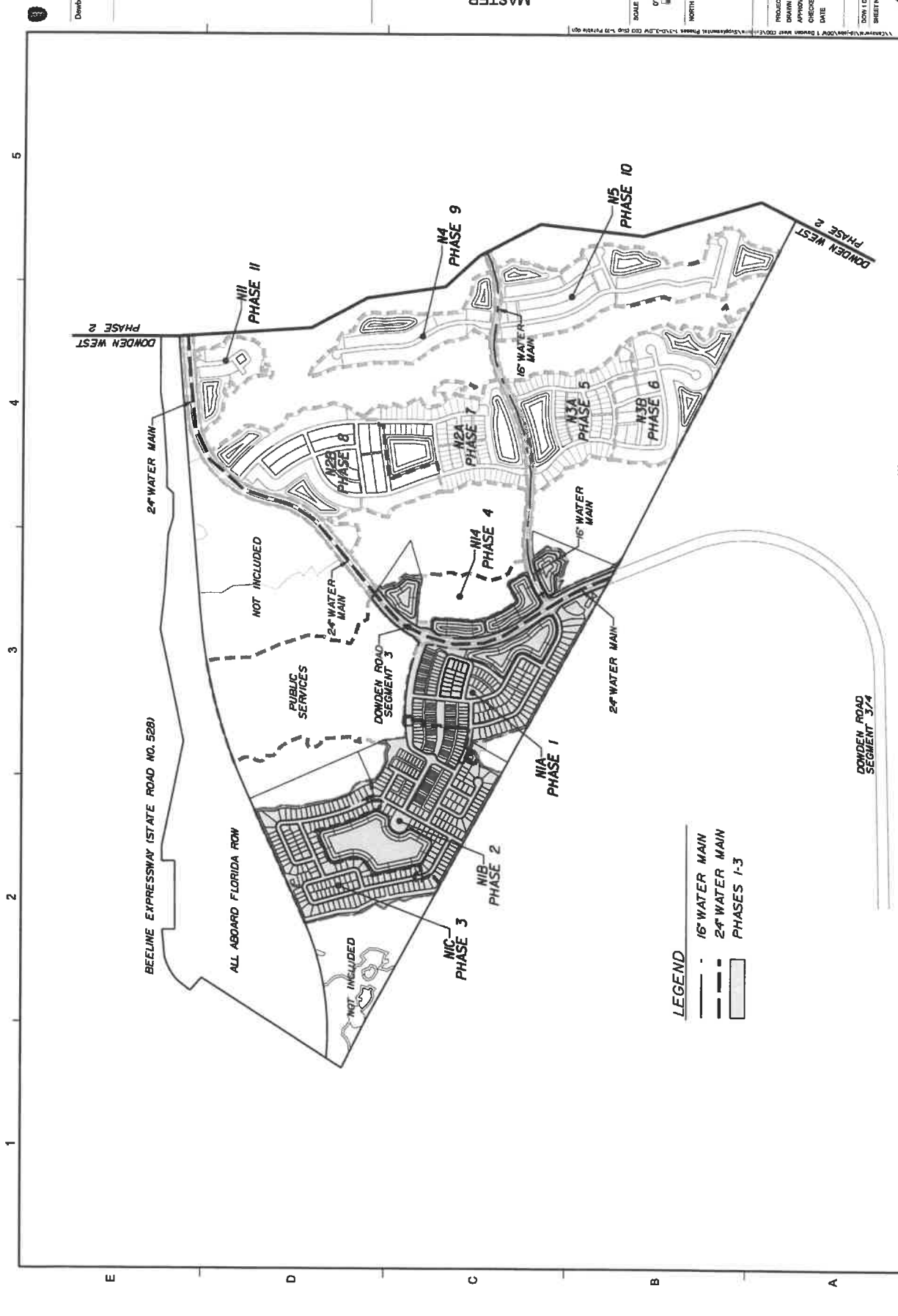
EXHIBIT D-2

SCALE
 0' 500' 1000'

NORTH

PROJECT #	STAGE
DRAWN BY	DESIGN
APPROVED BY	DATE
CHECKED BY	DATE
DATE	JULY 2011

DOWDEN WEST CDD TRAINING REPORT
 SHEET NO.



1 2 3 4 5

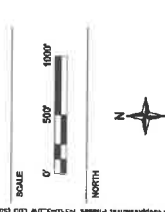
A B C D E



Dewberry Engineers Inc.
 100 WEST WINDY LAKE
 SUITE 200
 ORLANDO, FL 32835
 (407) 255-1234
 WWW.DEBERRYENGINEERS.COM

CITY OF ORLANDO, FLORIDA
 DOWDEN WEST CDD

MASTER
 POTABLE WATER
 SYSTEM
 EXHIBIT D-3



PROJECT #	DATE
DRAWN BY	APPROVED BY
CHECKED BY	DATE
JAN. 2017	

DO NOT SCALE
 SHEET NO.

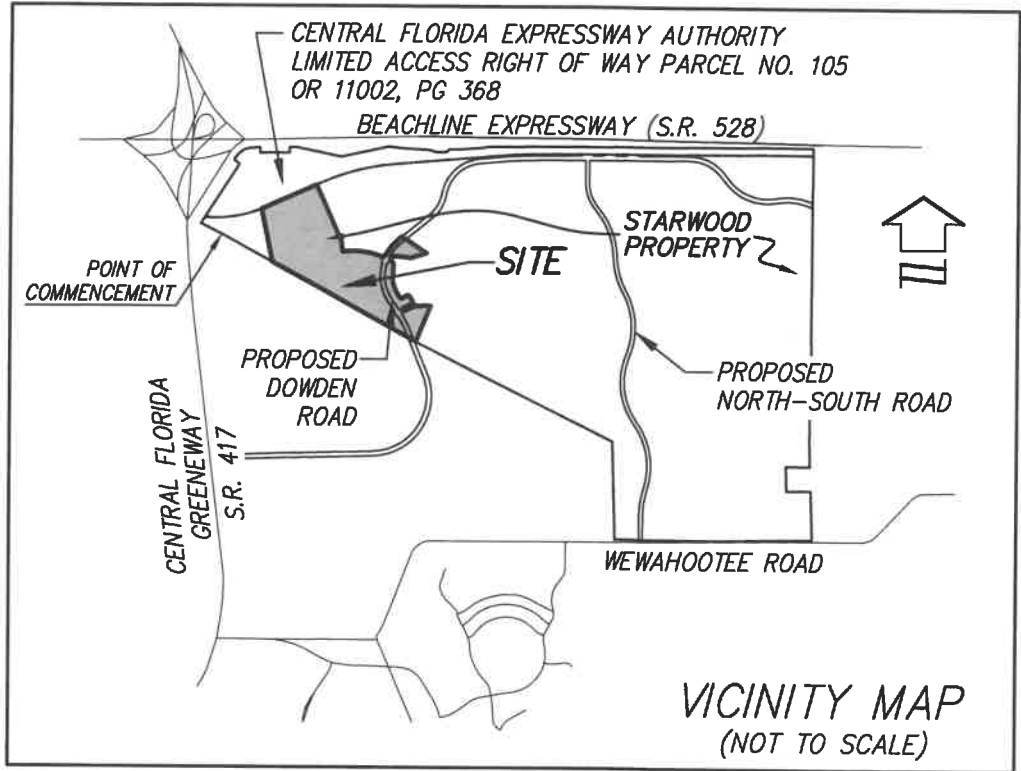
1 OF 1

UTILITY PROVIDER - ORANGE COUNTY UTILITIES
 *ONLY MASTER SYSTEM SHOWN. INDIVIDUAL VILLAGE
 POTABLE NETWORK NOT SHOWN FOR CLARITY.

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LEGEND:

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



SURVEY NOTES:

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

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

SHEET 1 OF 8

(SEE SHEET 2-3 FOR DESCRIPTION OF SKETCH)
 (SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
DOWDEN WEST CDD
PHASE 1

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

ORANGE COUNTY FLORIDA

Dewberry

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

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BEACHLINE SOUTH
RESIDENTIAL, LLC

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

PROJ: 50097961
 DRAWN BY: WS
 CHECKED BY: TT

LEGAL DESCRIPTION

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

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

(CONTINUED ON SHEET 2)

SHEET 2 OF 8

(SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**DOWDEN WEST CDD
PHASE 1**

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

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

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WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

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

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

Drawing name: C:\Users\wesmond\appdata\local\temp\publish_5360\Project\Alpha_suratetch_Dowden West CDD Phase 1.dwg SHEET 2 Jul 02, 2018 1:23pm by: wesmond

CONTINUED FROM SHEET 1:

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

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

SHEET 3 OF 8

(SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD
PHASE 1

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

ORANGE COUNTY

FLORIDA



131 WEST KALEY STREET
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PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION No. LB 8011

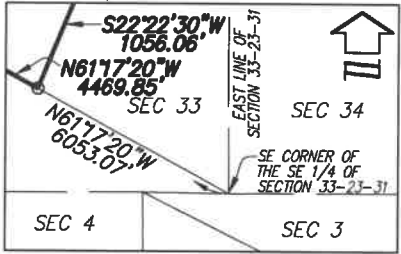
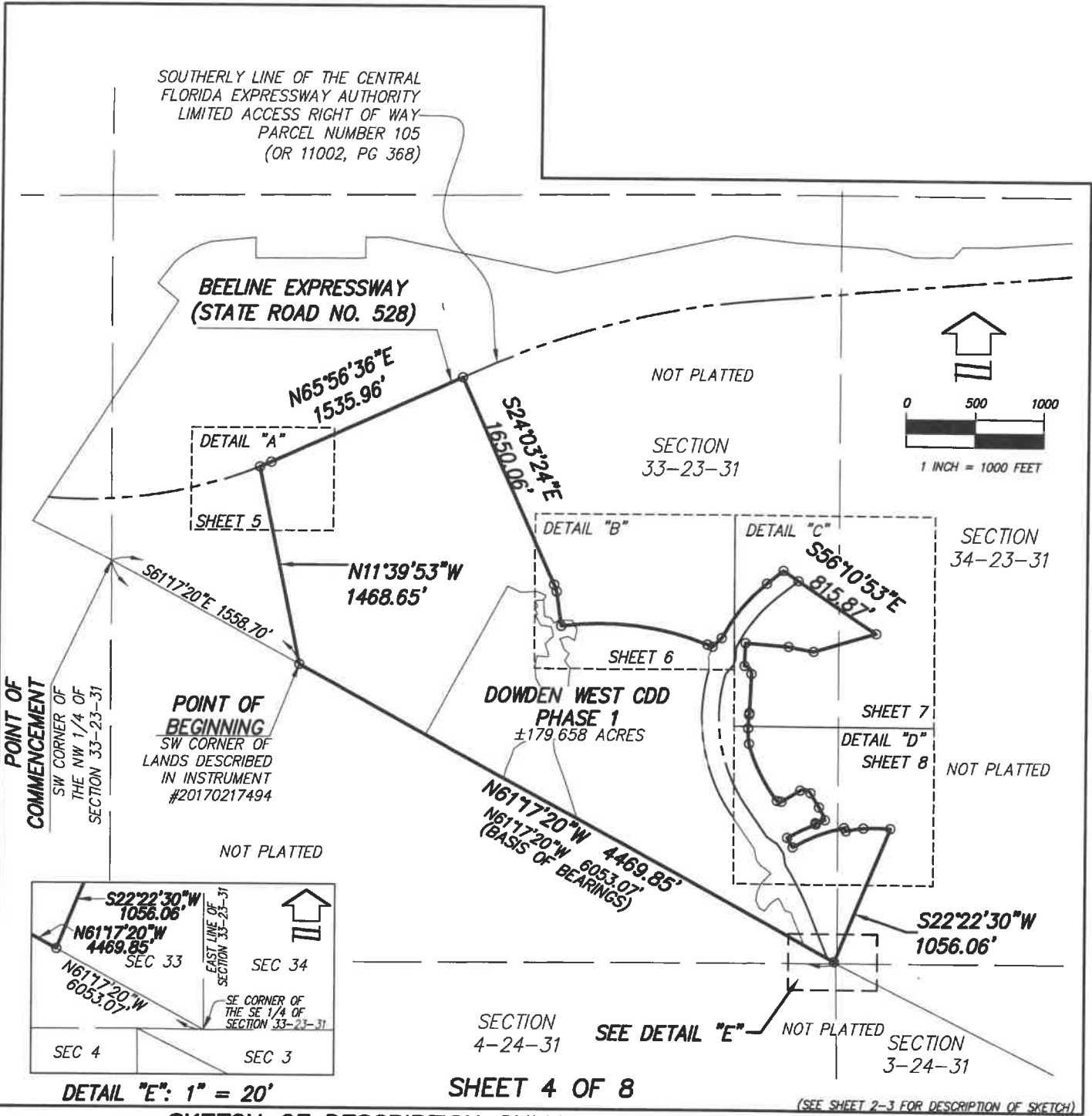
PREPARED FOR:

BEACHLINE SOUTH
RESIDENTIAL, LLC

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


PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

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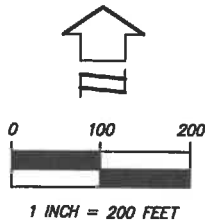


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

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


Dewberry
 131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
BEACHLINE SOUTH RESIDENTIAL, LLC
 DATE: 06/26/18
 REV DATE:
 SCALE: 1" = 1000'
 PROJ: 50097961
 DRAWN BY: WS
 CHECKED BY: TT



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

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

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

PNT

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

WEST LINE OF LANDS DESCRIBED IN
INSTRUMENT #20170217494

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

SECTION
33-23-31

Drawing name: C:\Users\wsamadot\AppData\Local\Temp\AcPublish_5380\Project\Alpha_surfsketch_Dowden West CDD Phase 1.dwg SHEET 5 Jul 02, 2018 1:29:11pm by: wsamadot

DETAIL "A"

SHEET 5 OF 8


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

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-OF-
**DOWDEN WEST CDD
PHASE 1**

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

ORANGE COUNTY FLORIDA

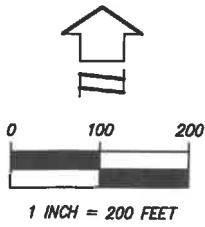
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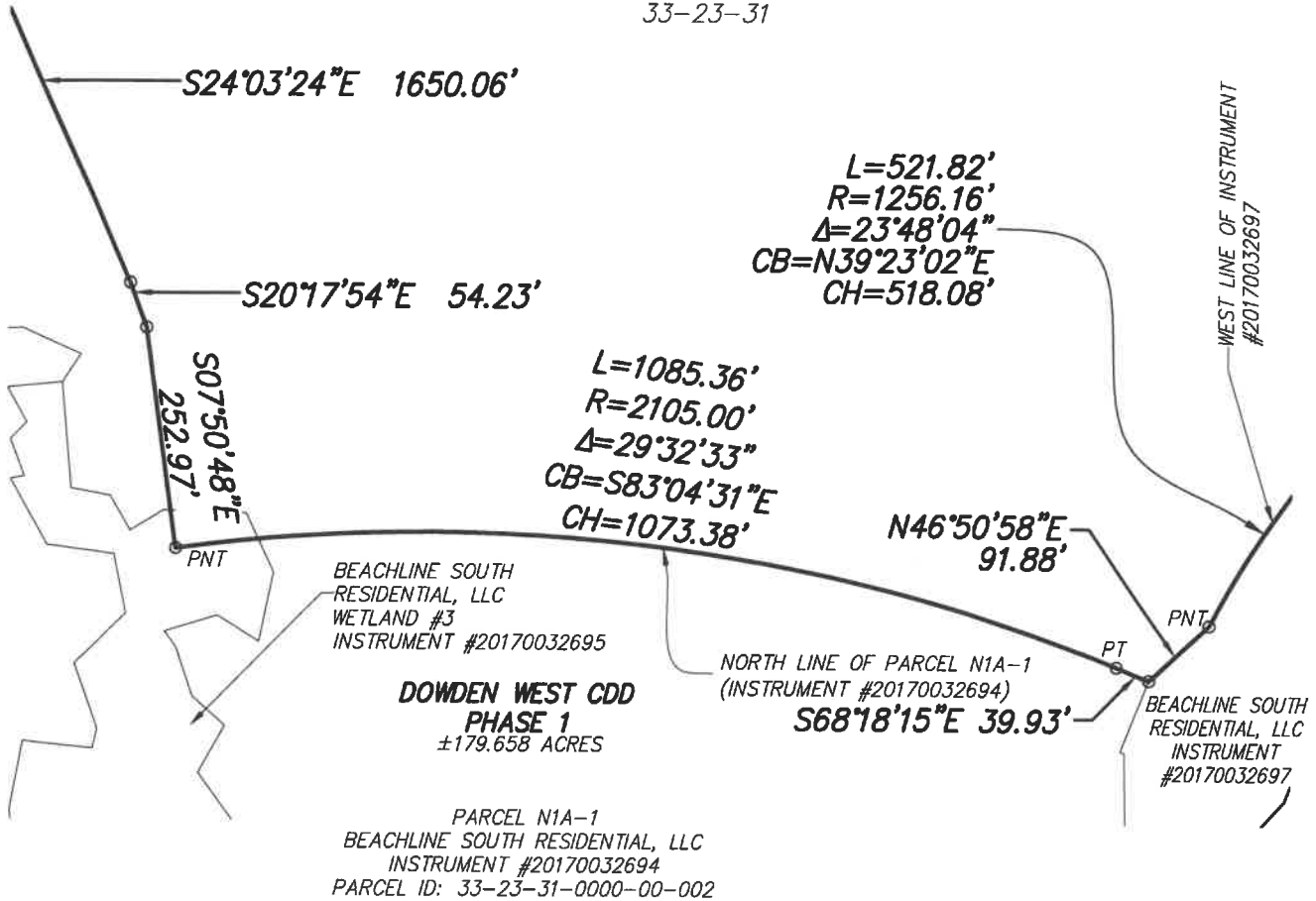
PREPARED FOR:
**BEACHLINE SOUTH
RESIDENTIAL, LLC**

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

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT



SECTION
33-23-31



DETAIL "B"

SHEET 6 OF 8

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

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SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD
PHASE 1

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

ORANGE COUNTY

FLORIDA



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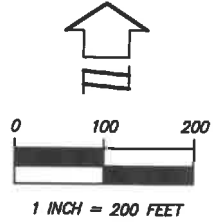
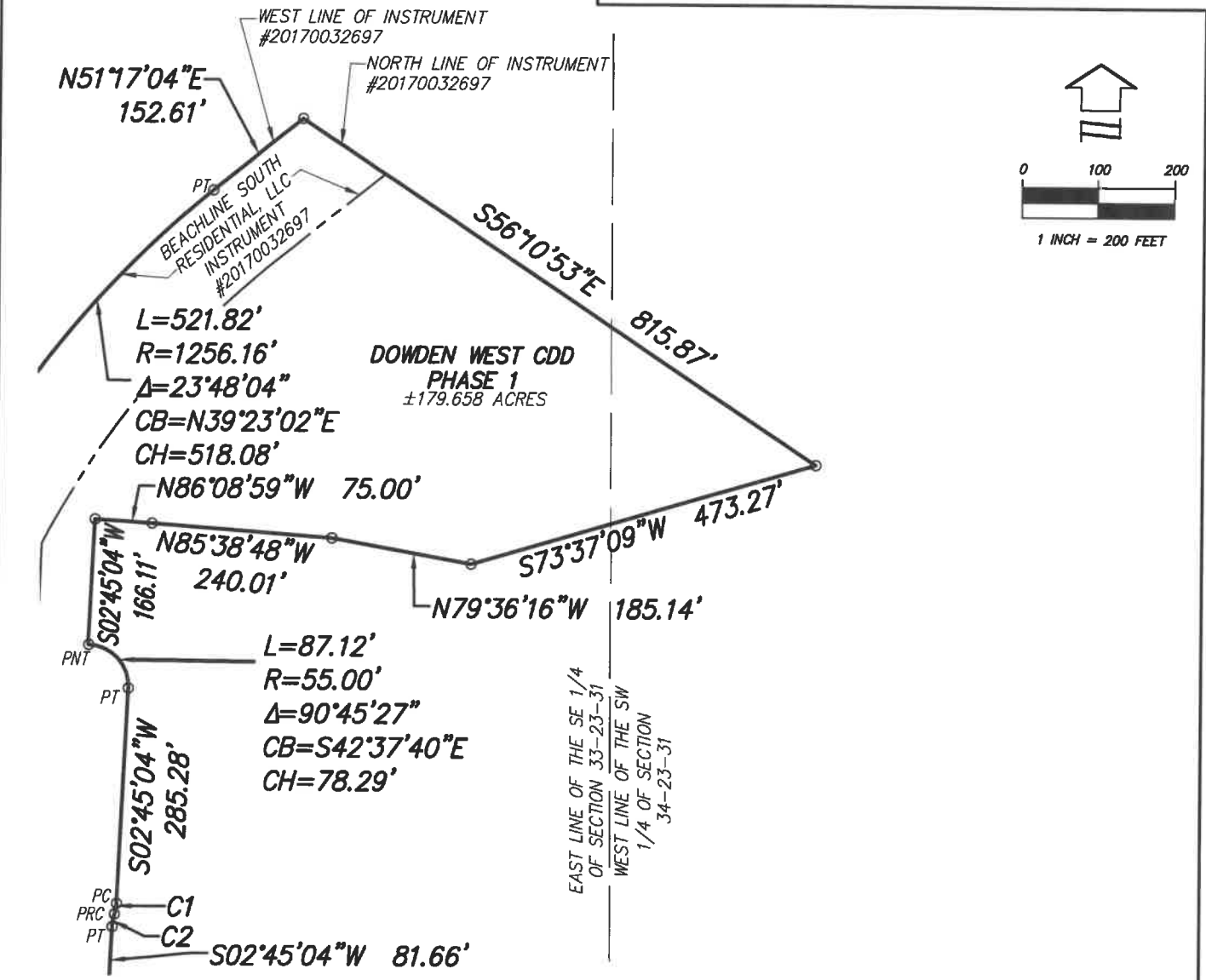
**BEACHLINE SOUTH
RESIDENTIAL, LLC**

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

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

CURVE TABLE

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



DETAIL "C"

SHEET 7 OF 8

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

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SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD
PHASE 1

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

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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

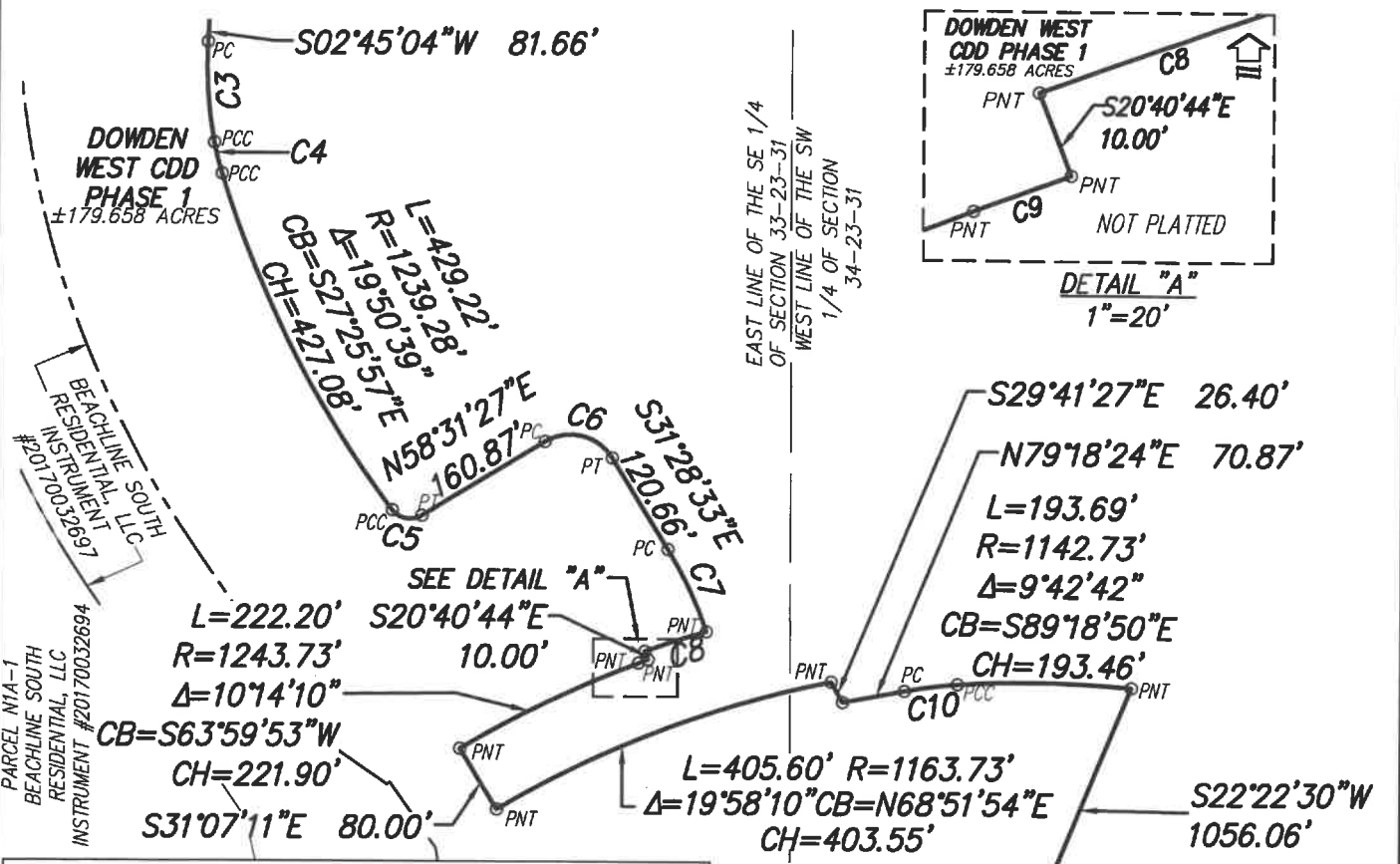
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REV DATE:
SCALE: 1"= 200'

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

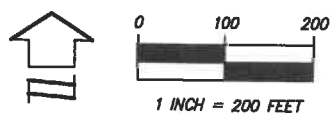
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C3	113.98'	485.00	13°27'55"	113.72'	S03°58'54"E
C4	36.18'	305.00	06°47'46"	36.16'	S14°06'45"E
C5	36.70'	25.00	84°07'16"	33.50'	S79°24'55"E



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




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PREPARED FOR:
BEACHLINE SOUTH RESIDENTIAL, LLC

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

PROJ: 50087961
DRAWN BY: WS
CHECKED BY: TT

Exhibit F

Estimated Costs Summary

Dowden West Community Development District Phase 1-3 (N1-A, N1-B, N1-C, Dowden)

Improvement	Total
Utilities Systems	
Water System	\$ 1,861,403
Sanitary Sewer System	\$ 3,804,536
Reuse Water System	\$ 1,366,490
Stormwater Management System	\$ 4,005,628
Electrical Service Systems	\$ 864,906
Conservation Mitigation	\$ 43,422
Onsite Public Roadway Systems*	\$ 3,737,860
Offsite Public Roadway Systems *	\$ 1,240,361
Landscaping/Hardscaping/Irrigation	\$ 1,253,654
Parks and Recreational Areas**	\$ 3,429,840
Consulting Fees - Engineering & Attorneys	\$ 1,300,000
Subtotal Costs	\$ 22,908,099
Contingency (10%)	\$ 2,290,810
TOTAL ESTIMATED COSTS	\$ 25,198,908

Notes:

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

Prepared by Dewberry Engineers Inc.

Oct-18

Version 3 10/16/2018

EXHIBIT B
ASSESSMENT METHODOLOGY

[ATTACHED BELOW]

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY - PHASES 1, 2 & 3
(Assessment Area 1)**

**FOR
DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT**

Date: November 20, 2018

Prepared by

**Governmental Management Services - Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801**

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1.0 Introduction

The Dowden West Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District currently includes approximately 736.28 acres planned for 1,446 residential units located within the City of Orlando, Florida. The District has adopted a Master Engineer’s Report dated June 15, 2017 prepared by Dewberry Engineer’s, Inc. that estimates the total cost of the Capital Improvement Plan (“CIP” or “Master Project”) is \$64,623,221 for the development of 1,446 residential units. The District plans to issue \$6,170,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing all or a portion of the Series 2018 Project more specifically described in the Supplemental Engineer’s Report dated October 18, 2018 prepared by Dewberry Engineers Inc. as may be further amended and supplemented from time to time. The Series 2018 Project represents a portion of the CIP required for the development of 497 residential units (“Series 2018 Project”) located in Phases 1, 2 and 3 of the District (“Assessment Area 1”).

1.1 Purpose

This Supplemental Assessment Methodology – Phases 1, 2 and 3 (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within Assessment Area 1 of the District. The Assessment Report allocates the debt assessments to properties based on the special benefits each receives from the Series 2018 Project. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

Assessment Area 1 consists of 497 residential units on 179.85 acres. The proposed Development Program for Assessment Area 1 is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The improvements contemplated by the District in the Series 2018 Project will provide facilities that specially benefit property within Assessment Area 1 of the District. The Series 2018 Project is delineated in the Supplemental Engineer’s Report. Specifically, the District

will construct and/or acquire the Water System, Sanitary Sewer System, Reuse Water System, Stormwater Management System, Underground of Electrical Service Systems, Conservation Mitigation, Onsite Public Roadway Systems, Offsite Public Roadway Systems, Landscaping/Hardscaping/Irrigation, and Parks and Recreation Areas. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

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

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

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

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The District has adopted a master capital improvement plan in the amount of \$64,623,221 as described in the Master Engineer's Report dated June 15, 2017 (the "Master Project"). The Master Project, which includes the Series 2018 Project, is to be developed and delivered as a system of improvements benefiting all lands within the District. The special benefits provided to the property owners within Assessment Area 1 of the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Series 2018 Project that is necessary to support full development of Assessment Area 1 will cost approximately \$25,198,908. The District's Underwriter projects that financing costs required to fund a portion of the Series 2018 Project, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be \$6,170,000. Additionally, funding required to complete the Series 2018 Project is anticipated to be funded by Developer. Without the Series 2018 Project, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue \$6,170,000 in Bonds to fund a portion of the District's Series 2018 Project, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$6,170,000 in debt assessments to the properties benefiting from the Series 2018 Project.

Table 1 identifies the land uses as identified by the Developer and current landowners of the land within Assessment Area 1 of the District. The District has approved a Supplemental Engineer's Report for the Series 2018 Project needed to support the Development, where the construction costs are outlined in Table 2. The improvements needed to support the 2018 Project are described in detail in the Supplemental Engineer's Report and are estimated to cost \$25,198,908. Based on the estimated costs,

the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the Series 2018 Project and related costs was determined by the District's Underwriter to total \$6,170,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the Master Project is completed. The Series 2018 Project funded by District bonds benefits all developable acres within the District as a system of improvements and will be allocated to Assessment Area 1.

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

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Series 2018 Project will be completed and the debt assessments relating to the Bonds will be allocated to the planned Development within Assessment Area 1 of the District, which are the initial beneficiaries of the Series 2018 Project, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

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

2.3 Allocation of Benefit

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

the special assessments will be allocated to such lands pursuant to the methodology described herein

2.4 Lienability Test: Special and Peculiar Benefit to the Property

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

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

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

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

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

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

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

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

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, within Assessment Area 1.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds to a level that will be supported by the new net annual debt service assessments will be required. In the event that developable lands that derive benefit from the Series 2018 Project are added to the District boundaries, whether by boundary amendment or increase in density, the special assessments will be allocated to such lands pursuant to the methodology described herein.

4.0 Assessment Roll

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

the acres within Assessment Area 1. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

5.0 Additional Disclosure

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

TABLE 1
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL METHODOLOGY - PHASES 1, 2 & 3 (Assessment Area 1)

Product Types	No. of Units*	ERUs per Unit (1)	Total ERUs	%
Townhomes	100	0.5	50	11%
Single Family - 40'	137	0.8	109.6	25%
Single Family -50'	124	1.00	124	28%
Single Family -60'	136	1.20	163.2	37%
Total Units	497		447	100%

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
SUPPLEMENTAL METHODOLOGY - PHASES 1, 2 & 3 (Assessment Area 1)

Capital Improvement Plan ("CIP") (1)	Master Improvements	Series 2018 Project		Balance to Complete
		Phase 1, 2 & 3	Phase 1, 2 & 3	
Water System	\$ 5,551,025	\$ 1,861,403	\$ 3,689,622	
Sanitary Sewer System	\$ 8,652,715	\$ 3,804,536	\$ 4,848,179	
Reuse Water System	\$ 5,361,403	\$ 1,366,490	\$ 3,994,913	
Stormwater Management System	\$ 13,956,760	\$ 4,005,628	\$ 9,951,132	
Electrical Service Systems	\$ 5,137,805	\$ 864,906	\$ 4,272,899	
Conservation Mitigation	\$ 2,000,000	\$ 43,422	\$ 1,956,578	
Onsite Public Roadways	\$ 6,587,250	\$ 3,737,860	\$ 2,849,390	
Offsite Public Roadways	\$ 2,293,000	\$ 1,240,361	\$ 1,052,639	
Landscaping, Hardscaping, and Irrigation	\$ 2,808,425	\$ 1,253,654	\$ 1,554,771	
Parks and Recreational Areas**	\$ 4,000,000	\$ 3,429,840	\$ 570,160	
Consulting Fees	\$ 2,400,000	\$ 1,300,000	\$ 1,100,000	
Contingencies (10%)	\$ 5,874,838	\$ 2,290,810	\$ 3,584,028	
Total	\$ 64,623,221	\$ 25,198,910	\$ 39,424,311	

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated June 15, 2017 and the Supplemental Engineer's Report dated October 19, 2018

**Parks and Recreation Areas include landscaping, hardscaping and irrigation but are primarily located within park and open space tracts

TABLE 3
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL METHODOLOGY - PHASES 1, 2 & 3 (Assessment Area 1)

Description	Total
Construction Funds	\$ 5,305,501
Debt Service Reserve	\$ 209,945
Capitalized Interest	\$ 284,154
Underwriters Discount	\$ 123,400
Cost of Issuance	\$ 247,000
Contingency	\$ -
Par Amount	\$ 6,170,000

Bond Assumptions:	
Average Coupon	5.50%
Amortization	30 years
Capitalized Interest to 11-1-2019	
Debt Service Reserve (50% of MADs)	\$ 209,945
Underwriters Discount	2%

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
SUPPLEMENTAL METHODOLOGY - PHASES 1, 2 & 3 (Assessment Area 1)

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Master Improvement Costs Per Unit
Townhomes	433	0.5	216.5	17.81%	\$ 11,508,536	\$ 26,579
Single Family - 40'	358	0.8	286.4	23.56%	\$ 15,224,225	\$ 42,526
Single Family - 50'	366	1.00	366	30.11%	\$ 19,455,539	\$ 53,157
Single Family - 60'	289	1.20	346.8	28.53%	\$ 18,434,921	\$ 63,789
Totals	1,446		1,216	100.00%	\$ 64,623,221	

Product Types	No. of Units *	Maximum Cost Benefit Per Unit	Total			Variance **
			Improvements		Series 2018 Project - Phase 1, 2, & 3	
			Costs Per Product Type	Project - Phase 1, 2, & 3		
Townhomes	100	\$ 26,579	\$ 2,657,861	\$ 2,819,932	\$ 162,071	
Single Family - 40'	137	\$ 42,526	\$ 5,826,030	\$ 6,181,290	\$ 355,260	
Single Family - 50'	124	\$ 53,157	\$ 6,591,494	\$ 6,993,431	\$ 401,937	
Single Family - 60'	136	\$ 63,789	\$ 8,675,257	\$ 9,204,257	\$ 529,000	
Totals	497		\$ 23,750,642	\$ 25,198,910	\$ 1,448,268	

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Product Types	No. of Units *	Total Improvements Costs Per Unit	Allocation of Par	
			Debt Per Product Type	Par Debt Per Unit
Townhomes	100	\$ 26,579	\$ 690,466	\$ 6,905
Single Family - 40'	137	\$ 42,526	\$ 1,513,500	\$ 11,047
Single Family -50'	124	\$ 53,157	\$ 1,712,355	\$ 13,809
Single Family -60'	136	\$ 63,789	\$ 2,253,679	\$ 16,571
Totals	497		\$ 6,170,000	

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

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

Product Types	No. of Units *	Allocation of Par		Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt		Gross Annual Debt	
		Debt Per Product Type	Type			Assessment Per Unit	Assessment Per Unit (1)		
Townhome	100	\$	690,466	\$ 6,905	\$ 46,989	\$ 470	\$ 500		
Single Family - 40'	137	\$	1,513,500	\$ 11,047	\$ 102,999	\$ 752	\$ 800		
Single Family -50'	124	\$	1,712,355	\$ 13,809	\$ 116,532	\$ 940	\$ 1,000		
Single Family -60'	136	\$	2,253,679	\$ 16,571	\$ 153,371	\$ 1,128	\$ 1,200		
Totals	497	\$	6,170,000	\$	\$ 419,890				

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL METHODOLOGY - PHASES 1, 2 & 3 (Assessment Area 1)

Owner	Property*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Beachline South Residential, LLC	Dowden West	179.85	\$ 34,306	\$ 6,170,000	\$ 419,890	\$ 446,691
Totals		179.85		\$ 6,170,000	\$ 419,890	\$ 446,691

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

Annual Assessment Periods	30
Average Coupon Rate (%)	5.50%
Maximum Annual Debt Service	\$209,945

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

LEGAL DESCRIPTION

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

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

(CONTINUED ON SHEET 2)

SHEET 2 OF 8

(SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**DOWDEN WEST CDD
PHASE 1**

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

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

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

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

Drawing name: C:\Users\weamoda1\AppData\Local\Temp\AcPublish_53601\Project\Alpha_sursafsch-Dowden West CDD Phase 1.dwg SHEET 2 Jul 02, 2018 1:23pm by: weamoda1

CONTINUED FROM SHEET 1:

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

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

SHEET 3 OF 8

(SEE SHEETS 4-8 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD
PHASE 1

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

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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

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

PROJ: 50097961
DRAWN BY: WS
CHECKED BY: TT

Drawing name: C:\Users\wsomolot\appdata\local\temp\AcPublish_5360\Project\Alpha_sursketch_Dowden West CDD Phase 1.dwg SHEET 3 Jul 02, 2018 1:29pm by wsomolot

SECTION V



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
DOWDEN ROAD**

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this _____ day of _____, 20__, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** whose address is 135 W Central Blvd., Suite 320, Orlando, FL 32801 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, 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 applicable taxing authority(ies).

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and 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.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. 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. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. 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.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] 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 disease 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.

Signed, sealed and delivered
in the presence of:

DOWDEN WEST CDD

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, as _____ of the
_____, who is [] personally known to me or []
produced the following identification: _____, and who did not take an
oath.

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

By: _____

Clint Bullock
General Manager & CEO

Name: _____

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attest: _____

Attorney for OUC

Name: _____

Date: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES
COMMISSION**, who is [] personally known to me or [] produced the following identification:
_____, and who did not take an oath.

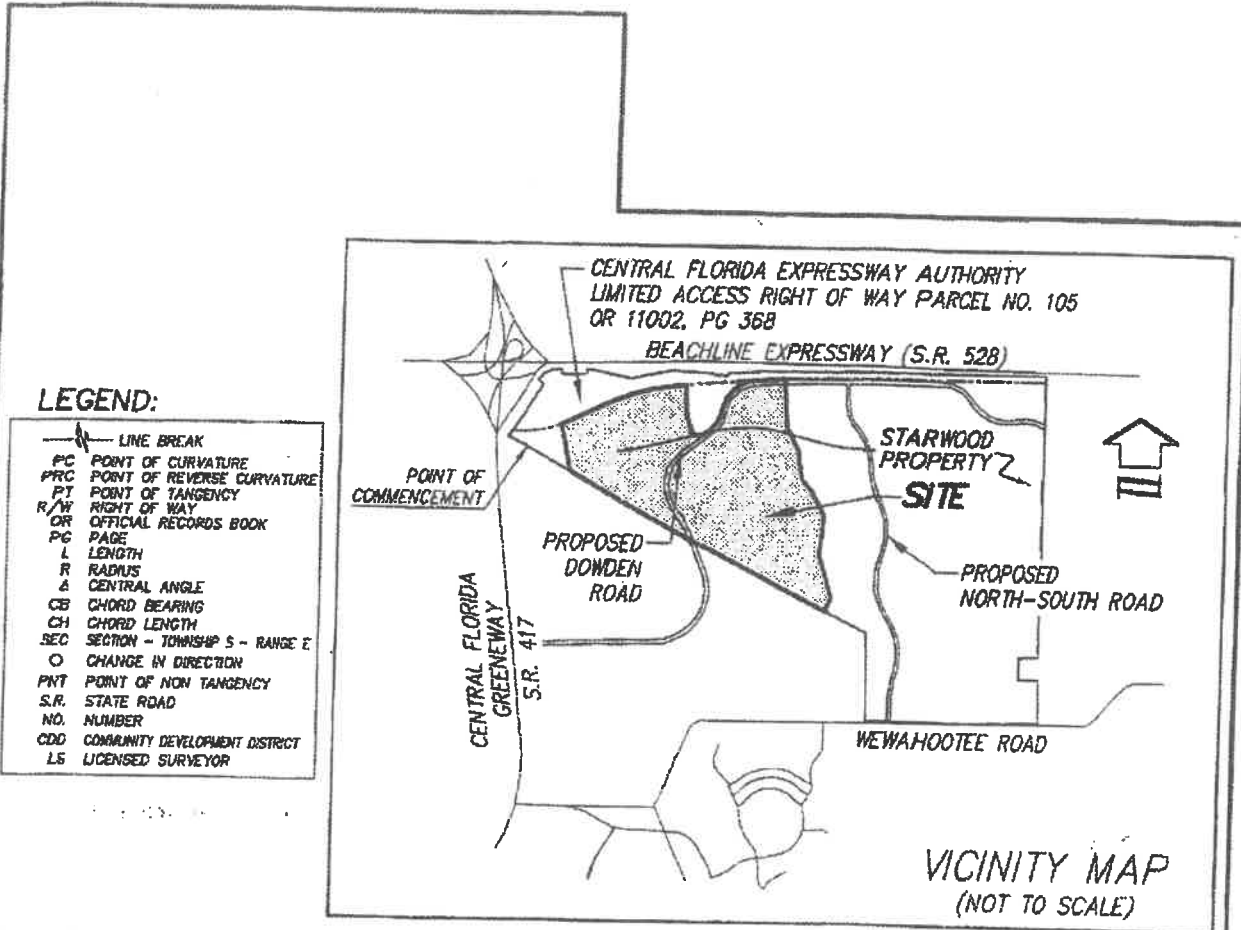
Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1
THE PROPERTY

See Attached



LEGEND:

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

VICINITY MAP
(NOT TO SCALE)

SURVEY NOTES:

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

THOMAS R. CAMDEN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 7078
DATE
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 7

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEETS 3-7 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
—OF—
DOWDEN WEST CDD
SECTIONS 3, TOWNSHIP 24 SOUTH RANGE 31 EAST
AND
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
BEACHLINE SOUTH RESIDENTIAL, LLC
DATE: 01/27/17
REV. DATE:
SCALE: N/A
PROJ. 560888E1
DRAWN BY: MF
CHECKED BY: TRC

Drawing name: S:\proj\20170217494\DWG\37\Sheet1.dwg Legal Description\Project\Above\acddescrip.dwg Plot Date: 01/27/17 SHEET 1 Jan 30, 2017 7:12am By: tomriley

LEGAL DESCRIPTION

DOWDEN WEST CDD

A PORTION OF SECTIONS 33 AND 34 TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND A PORTION OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S61°17'20"E, A DISTANCE OF 1558.70 FEET TO THE POINT OF BEGINNING; THENCE N11°39'53"W, A DISTANCE OF 1468.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY LIMITED ACCESS RIGHT OF WAY PARCEL NUMBER 105 AS DESCRIBED IN OFFICIAL RECORDS BOOK 11002, PAGE 368 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF 01°32'43", A CHORD BEARING OF N66°48'30"E AND A CHORD DISTANCE OF 87.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 87.55 FEET TO THE END OF SAID CURVE; THENCE N65°56'36"E, A DISTANCE OF 1652.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6300.00 FEET, A CENTRAL ANGLE OF 19°15'31", A CHORD BEARING OF N75°34'21"E AND A CHORD DISTANCE OF 2107.65 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2117.61 FEET TO THE POINT OF TANGENCY; THENCE N85°12'06"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 194.70 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S02°40'45"E, A DISTANCE OF 900.92 FEET; THENCE S18°43'11"E, A DISTANCE OF 563.86 FEET; THENCE S51°16'52"E, A DISTANCE OF 222.49 FEET; THENCE S33°50'17"E, A DISTANCE OF 57.71 FEET; THENCE N51°17'04"E, A DISTANCE OF 392.36 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 918.95 FEET, A CENTRAL ANGLE OF 37°32'17", A CHORD BEARING OF N32°30'55"E AND A CHORD DISTANCE OF 591.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 602.08 FEET TO THE POINT OF TANGENCY; THENCE N13°44'46"E, A DISTANCE OF 147.55 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1168.85 FEET, A CENTRAL ANGLE OF 45°25'35", A CHORD BEARING OF N36°27'34"E AND A CHORD DISTANCE OF 802.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 926.71 FEET TO A POINT OF NON-TANGENCY OF SAID CURVE; THENCE N25°53'43"W, A DISTANCE OF 40.95 FEET; THENCE N21°30'01"W, A DISTANCE OF 110.00 FEET TO A POINT OF THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE; THENCE N85°12'06"E, A DISTANCE OF 1217.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 11200.00 FEET, A CENTRAL ANGLE OF 01°19'54", A CHORD BEARING OF N83°52'03"E AND A CHORD DISTANCE OF 260.31 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 260.31 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S03°53'30"E, A DISTANCE OF 1530.02 FEET; THENCE S28°26'51"E, A DISTANCE OF 736.04 FEET; THENCE S08°28'31"E, A DISTANCE OF 918.02 FEET; THENCE S42°16'04"E, A DISTANCE OF 536.04 FEET; THENCE S27°30'58"E, A DISTANCE OF 799.90 FEET; THENCE S06°27'17"W, A DISTANCE OF 1193.90 FEET; THENCE S16°53'30"E, A DISTANCE OF 1403.95 FEET; THENCE S26°38'41"W, A DISTANCE OF 449.68 FEET; THENCE N63°21'19"W, A DISTANCE OF 4505.39 FEET TO NORTHWEST CORNER OF SAID SECTION 3, SAID CORNER ALSO BEING A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE S89°13'33"E, ALONG SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 9.69 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE OF SECTION 33, RUN N61°17'20"W, A DISTANCE OF 4494.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 736.279 ACRES, MORE OR LESS.

SHEET 2 OF 7

(SEE SHEETS 3-7 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD

SECTIONS 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST
AND
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

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

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

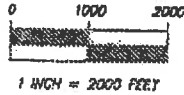
**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 01/27/17
REV DATE
SCALE N/A

PROJ. 50089801
DRAWN BY: AF
CHECKED BY: TRC

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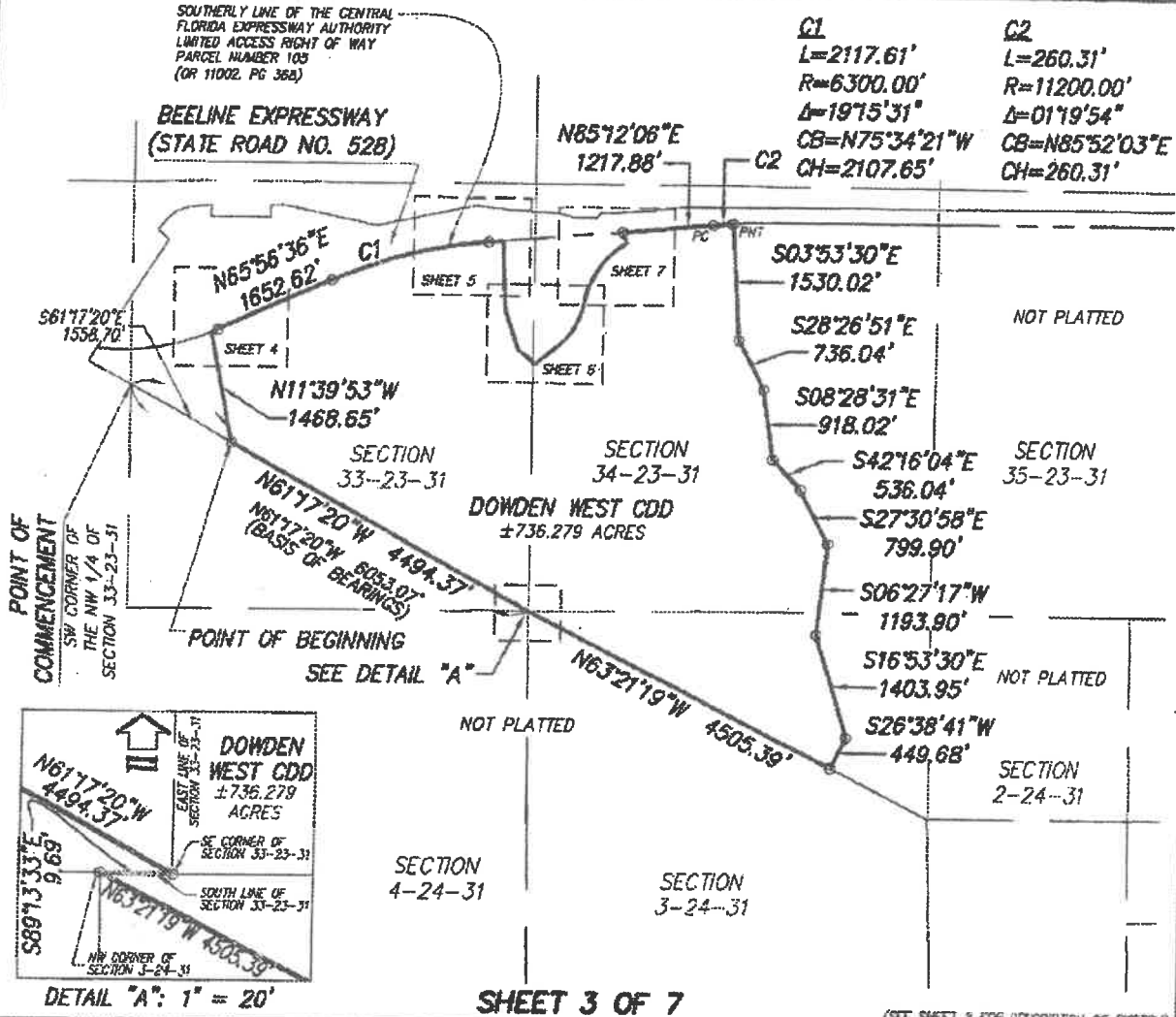
*SEE SHEET 1 FOR LEGEND



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

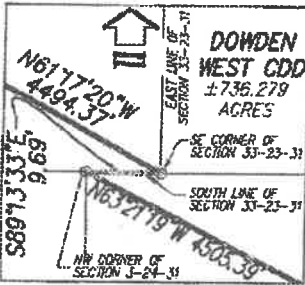
BEELINE EXPRESSWAY (STATE ROAD NO. 528)

C1	C2
L=2117.61'	L=260.31'
R=6300.00'	R=11200.00'
Δ=1975'31"	Δ=01'19'54"
CB=N75°34'21"W	CB=N85°52'03"E
CH=2107.65'	CH=260.31'



POINT OF COMMENCEMENT
SW CORNER OF THE NW 1/4 OF SECTION 33-23-31

POINT OF BEGINNING
SEE DETAIL "A"



DETAIL "A": 1" = 20'

SHEET 3 OF 7

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

--OF--

DOWDEN WEST CDD

SECTIONS 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST
AND
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



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CERTIFICATE OF AUTHORIZATION No. LB 8011

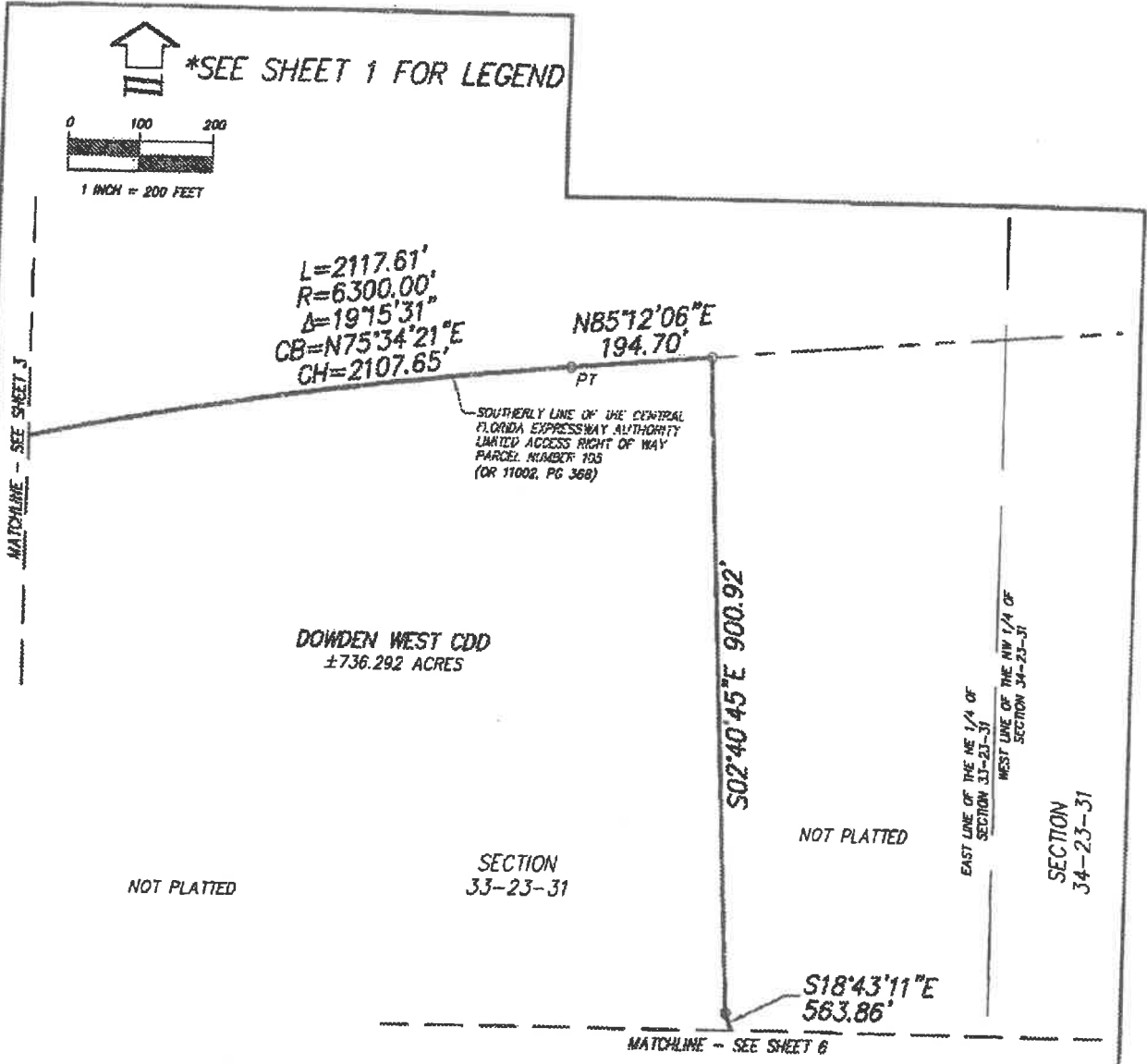
PREPARED FOR:

BEACHLINE SOUTH
RESIDENTIAL, LLC

DATE: 01/27/17
REV DATE:
SCALE 1" = 2000'

PROJ: 50088581
DRAWN BY: MF
CHECKED BY: TRC

Drawing name: S:\Myria_Brown\17\DWG-CAD_20\Sketch and Land\Described\Boro Project\Right_of_Way\Beeline\Florida\Beeline West CDD.dwg SHEET 3 Jan 30, 2017 2:43pm By: TomMahan



Drawing created by: S:\dms\p\m\170217494-08.dwg (Sheet 5 of 7) Date: 01/27/17 2:15pm by: ccm/ab

SHEET 5 OF 7

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

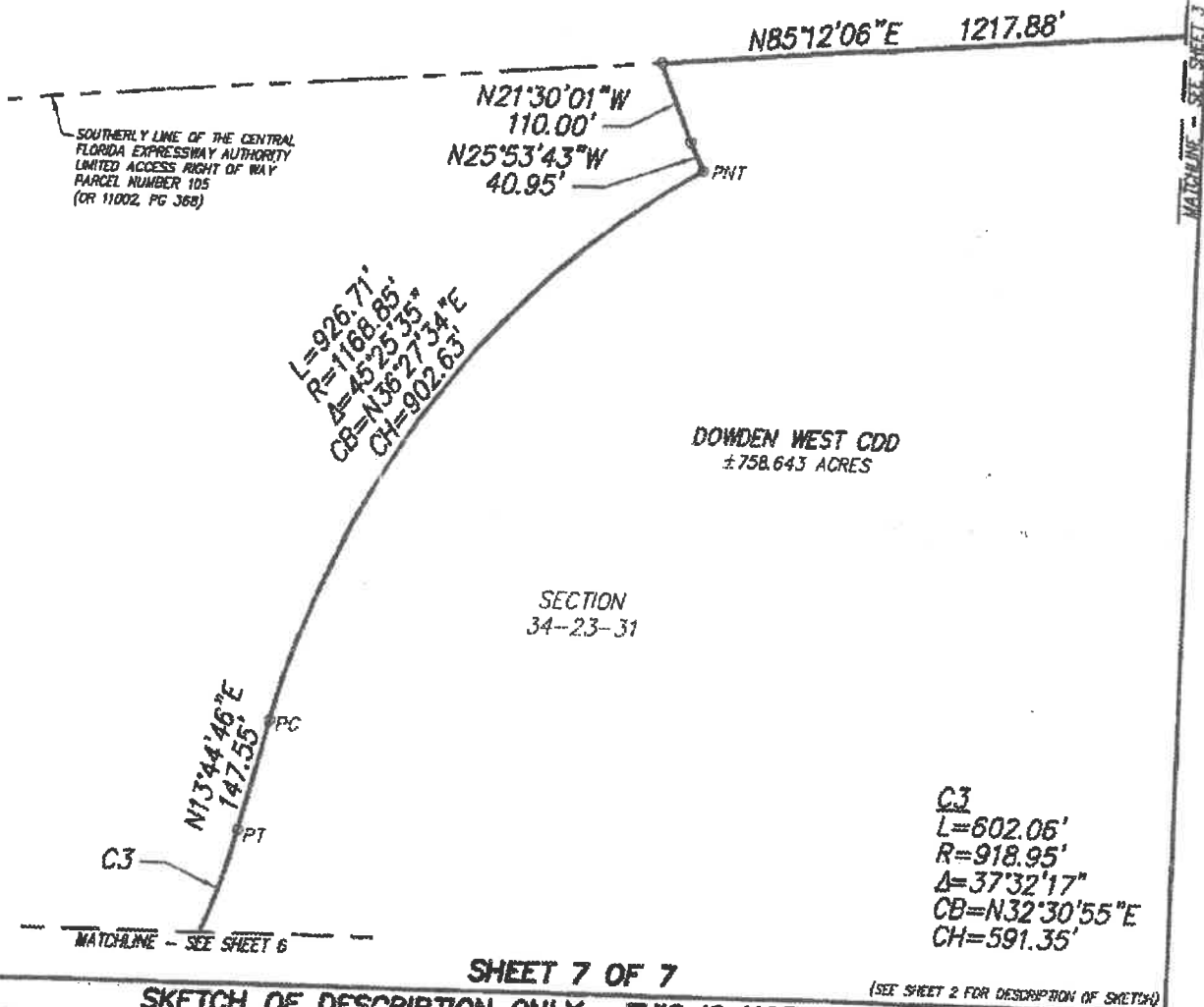
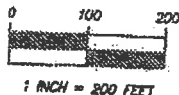
(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION
 -OF-
DOWDEN WEST CDD
 SECTIONS 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST
 AND
 SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
 ORANGE COUNTY FLORIDA

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 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
BEACHLINE SOUTH RESIDENTIAL, LLC
 DATE: 01/27/17
 REV DATE:
 SCALE 1" = 200'
 PROJ: 50088981
 DRAWN BY: MF
 CHECKED BY: TRC

*SEE SHEET 1 FOR LEGEND



Drawing Name: S:\p\h\h\20170217494\DWG-Cor_301\Sketch and Layer Description\Project\Job\01\Sketch_Dowden West CDD.dwg SHEET 7 Jan 30, 2017 2:14pm by: Eowden

SHEET 7 OF 7

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION
 -OF-
DOWDEN WEST CDD
 SECTIONS 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST
 AND
 SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
 ORANGE COUNTY FLORIDA

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 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
**BEACHLINE SOUTH
 RESIDENTIAL, LLC**
 DATE: 01/27/17
 REV DATE:
 SCALE 1" = 200'
 PROJ: 50088081
 DRAWN BY: MF
 CHECKED BY: TRC

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>

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Dowden Road
Premise Address: Dowden Road
City, State, Zip: Orlando, FL
Premise Number: _____

BILLING INFORMATION

Billing Contract Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: _____

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3388289887
Work Request No: 629453
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

(37ea) Concrete Octagonal “Emerald” color Pole

(37ea) 204w LED Cobra Style “Black” color Fixture

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 1021.57] for Two Hundred and Forty (240) payments. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Certificate of Completion (Exhibit 4)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____



The *Reliable One*®

**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
MERIDIAN PARK**

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this _____ day of _____, 20__, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** whose address is 135 W Central Blvd., Suite 320, Orlando, FL 32801 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, 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 applicable taxing authority(ies).

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and 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.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

- 5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.
- 5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.
- 5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. 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. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.
- 5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.
- 5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. 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.
- 5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] 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 disease 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.

Signed, sealed and delivered
in the presence of:

DOWDEN WEST CDD

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, as _____ of the _____, who is [] personally known to me or []
produced the following identification: _____, and who did not take an
oath.

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

By: _____

Clint Bullock
General Manager & CEO

Name: _____

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attest: _____

Attorney for OUC

Name: _____

Date: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES
COMMISSION**, who is [] personally known to me or [] produced the following identification:
_____, and who did not take an oath.

Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1
THE PROPERTY

See Attached

LEGAL DESCRIPTION

DOWDEN WEST CDD

A PORTION OF SECTIONS 33 AND 34 TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND A PORTION OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S61°17'20"E, A DISTANCE OF 1558.70 FEET TO THE POINT OF BEGINNING; THENCE N11°39'53"W, A DISTANCE OF 1468.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY LIMITED ACCESS RIGHT OF WAY PARCEL NUMBER 105 AS DESCRIBED IN OFFICIAL RECORDS BOOK 11002, PAGE 368 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF 01°32'43", A CHORD BEARING OF N66°48'30"E AND A CHORD DISTANCE OF 87.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 87.55 FEET TO THE END OF SAID CURVE; THENCE N65°56'36"E, A DISTANCE OF 1652.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6300.00 FEET, A CENTRAL ANGLE OF 19°15'31", A CHORD BEARING OF N75°34'21"E AND A CHORD DISTANCE OF 2107.65 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2117.51 FEET TO THE POINT OF TANGENCY; THENCE N85°12'06"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 194.70 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S02°40'45"E, A DISTANCE OF 900.92 FEET; THENCE S18°43'11"E, A DISTANCE OF 563.86 FEET; THENCE S51°16'52"E, A DISTANCE OF 222.49 FEET; THENCE S33°50'17"E, A DISTANCE OF 57.71 FEET; THENCE N51°17'04"E, A DISTANCE OF 392.36 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 918.95 FEET, A CENTRAL ANGLE OF 37°32'17", A CHORD BEARING OF N32°30'55"E AND A CHORD DISTANCE OF 591.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 602.06 FEET TO THE POINT OF TANGENCY; THENCE N13°44'46"E, A DISTANCE OF 147.55 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1168.85 FEET, A CENTRAL ANGLE OF 45°25'35", A CHORD BEARING OF N36°27'34"E AND A CHORD DISTANCE OF 802.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 928.71 FEET TO A POINT OF NON-TANGENCY OF SAID CURVE; THENCE N25°53'43"W, A DISTANCE OF 40.95 FEET; THENCE N21°30'01"W, A DISTANCE OF 110.00 FEET TO A POINT OF THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE; THENCE N85°12'06"E, A DISTANCE OF 1217.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 11200.00 FEET, A CENTRAL ANGLE OF 01°19'54", A CHORD BEARING OF N85°52'03"E AND A CHORD DISTANCE OF 260.31 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 260.31 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S03°53'30"E, A DISTANCE OF 1530.02 FEET; THENCE S28°26'51"E, A DISTANCE OF 736.04 FEET; THENCE S08°28'31"E, A DISTANCE OF 918.02 FEET; THENCE S42°16'04"E, A DISTANCE OF 536.04 FEET; THENCE S27°30'58"E, A DISTANCE OF 799.90 FEET; THENCE S06°27'17"W, A DISTANCE OF 1193.90 FEET; THENCE S16°53'30"E, A DISTANCE OF 1403.95 FEET; THENCE S26°38'41"W, A DISTANCE OF 449.68 FEET; THENCE N63°21'19"W, A DISTANCE OF 4505.39 FEET TO NORTHWEST CORNER OF SAID SECTION 3, SAID CORNER ALSO BEING A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE S89°13'33"E, ALONG SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 9.69 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE OF SECTION 33, RUN N61°17'20"W, A DISTANCE OF 4494.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 736.279 ACRES, MORE OR LESS.

SHEET 2 OF 7

(SEE SHEETS 3-7 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD

SECTIONS 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST
AND
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

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

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

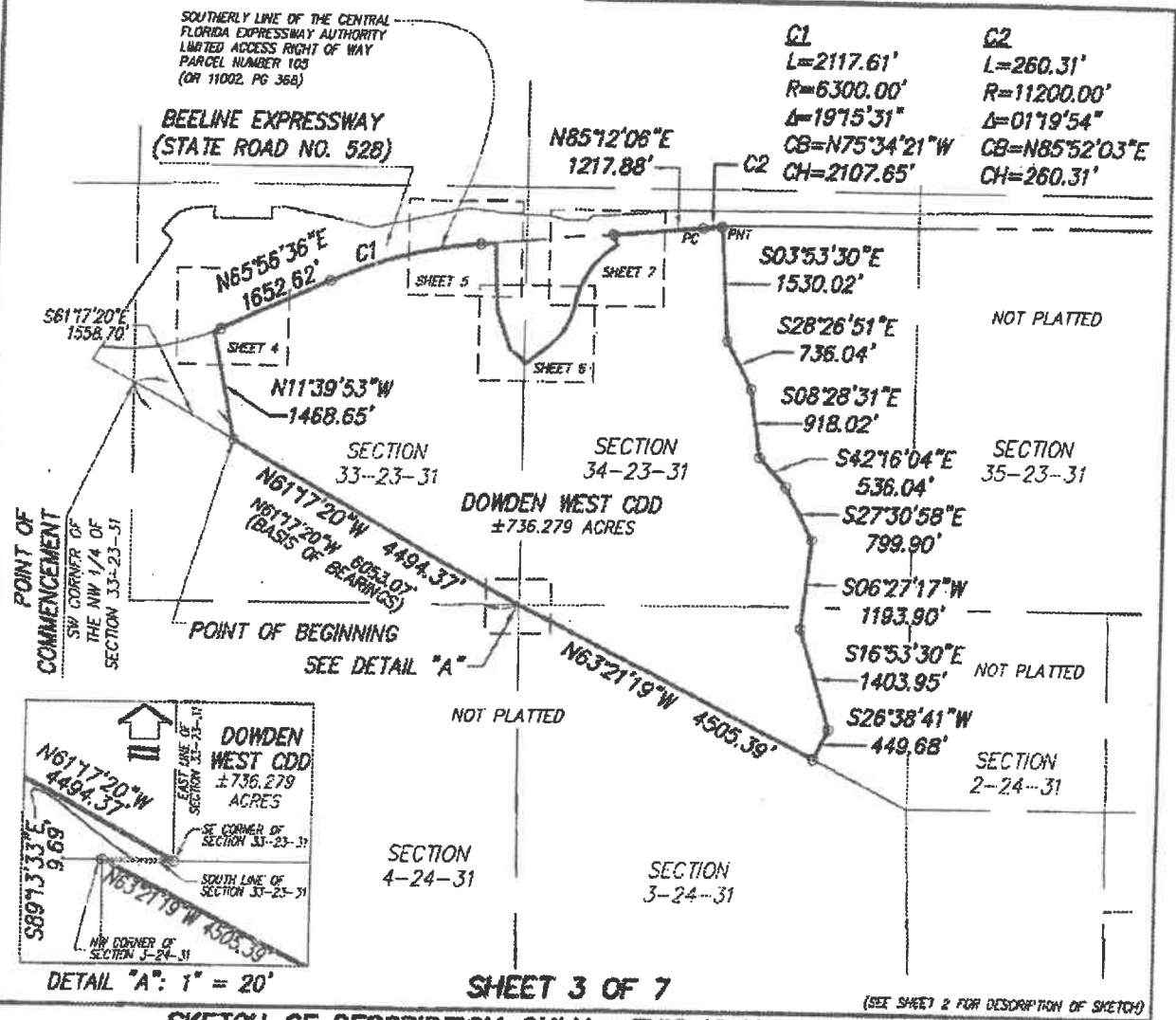
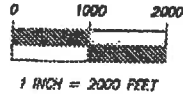
**BEACHLINE SOUTH
RESIDENTIAL, LLC**

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REV DATE:
SCALE: N/A

PROJ: 50088991
DRAWN BY: MF
CHECKED BY: TRC

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*SEE SHEET 1 FOR LEGEND



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SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD

SECTIONS 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST
AND
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY FLORIDA



Dewberry

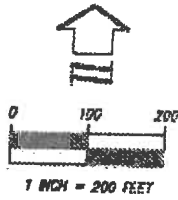
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

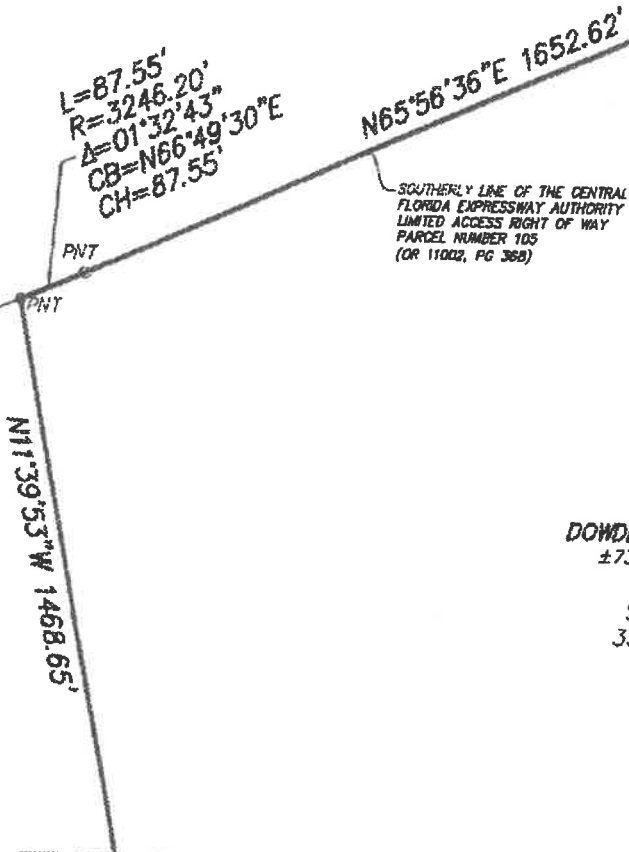
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REV DATE:
SCALE 1" = 2000'

PRDA: S0089521
DRAWN BY: MF
CHECKED BY: TRC



*SEE SHEET 1 FOR LEGEND

MATCHLINE - SEE SHEET 3



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

DOWDEN WEST CDD
±736.292 ACRES

SECTION
33-23-31

MATCHLINE - SEE SHEET 3

SHEET 4 OF 7

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD

SECTIONS 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST
AND
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32808
PHONE: 321.354.9828 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION No. LB 8011

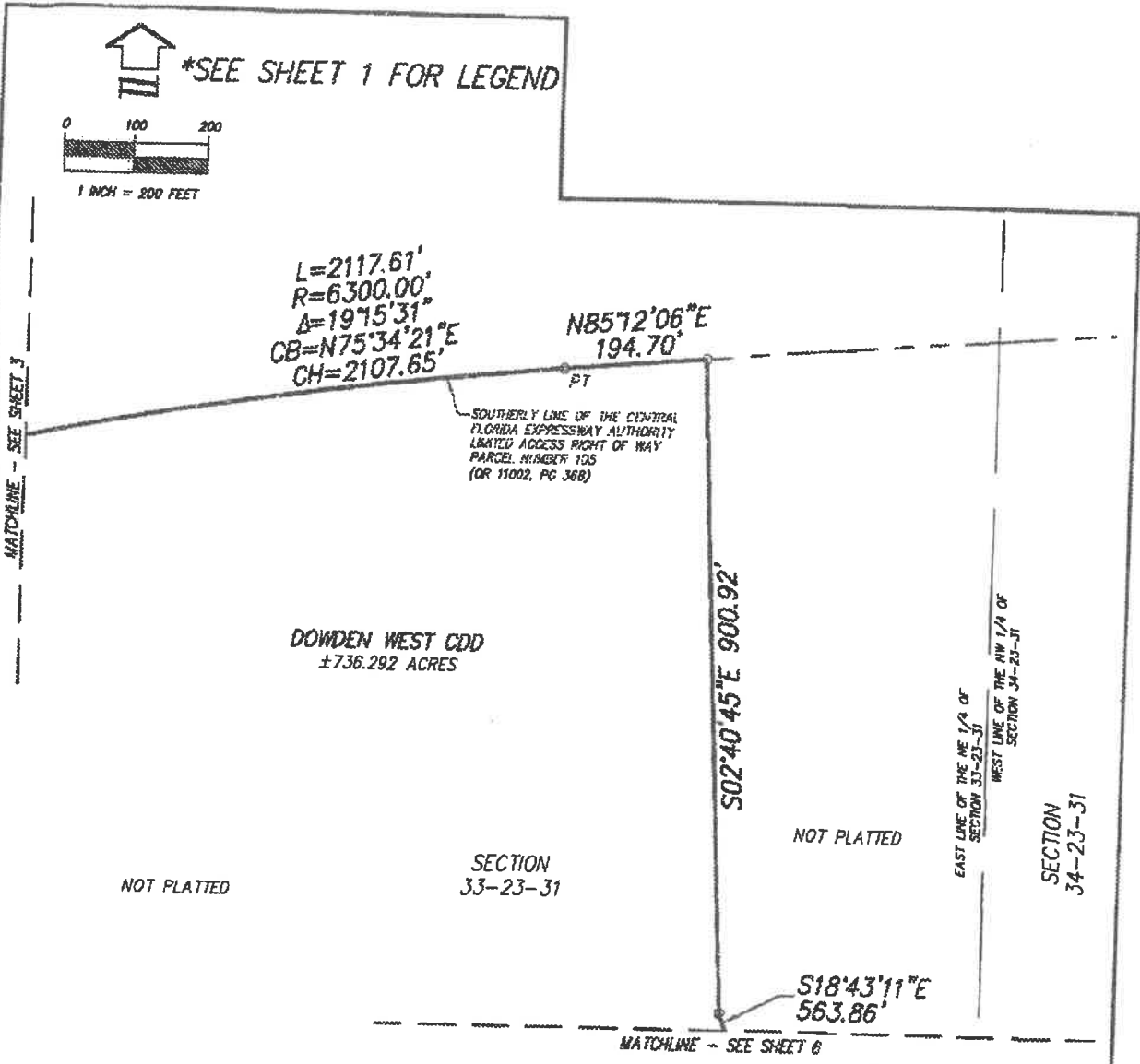
PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 01/27/17
REV DATE:
SCALE 1" = 200'

PROJ: SD08081
DRAWN BY: MF
CHECKED BY: TRC

Drawing name: S:\p\p\20170217494-CDD-23\Sketch and Logo\Description\Project Alpha_mandatory\17494 Dowden West CDD.dwg SHEET 4 Jan 27 2017 7:13am By: tcr



SHEET 5 OF 7

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION

-OF-

DOWDEN WEST CDD

SECTIONS 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST
AND
SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32808
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

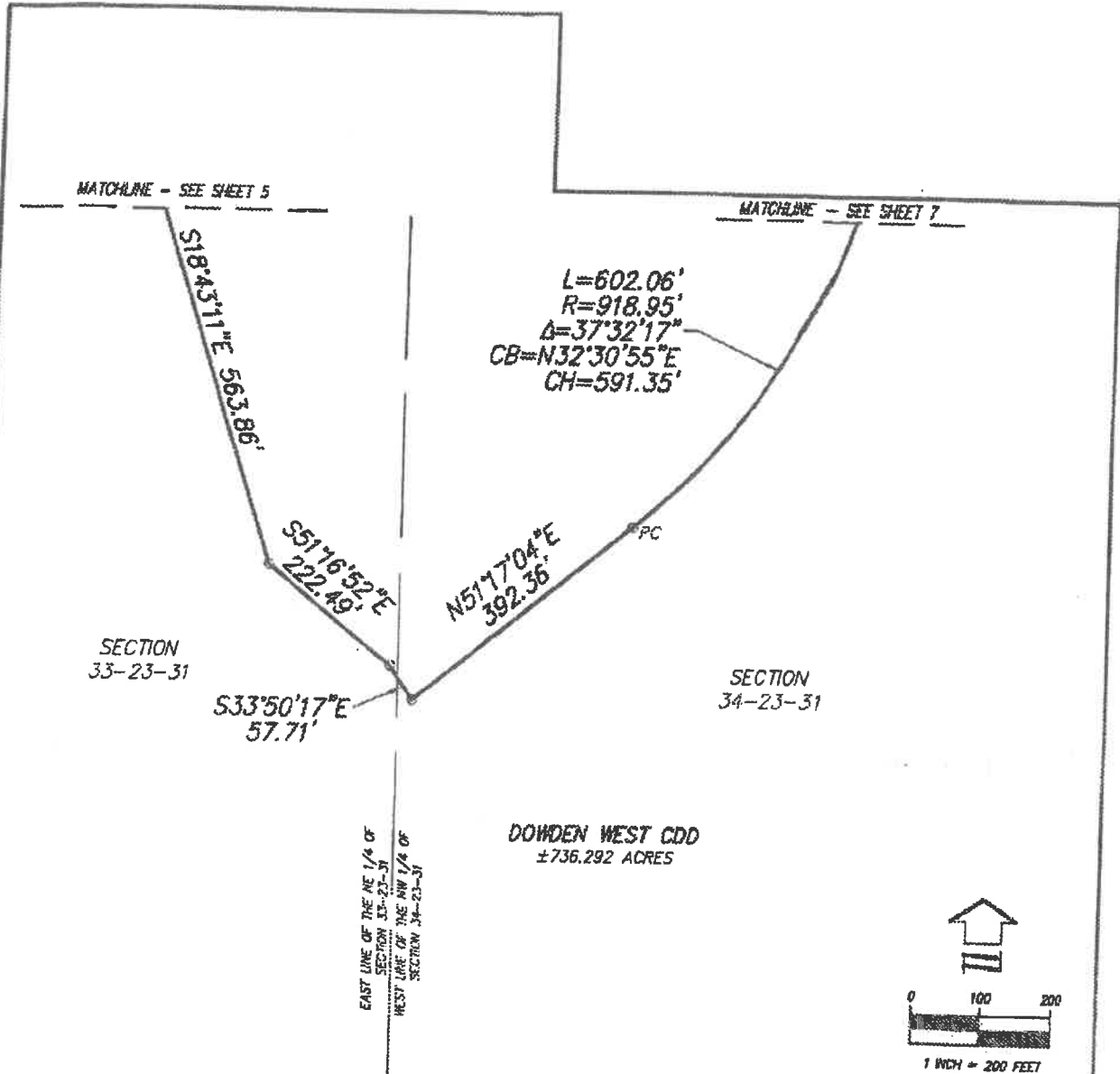
PREPARED FOR:

BEACHLINE SOUTH
RESIDENTIAL, LLC

DATE: 01/27/17
REV DATE:
SCALE 1" = 200'

PROJ: 30088081
DRAWN BY: MF
CHECKED BY: TRC

Drawing name: S:\dms\Projects\2017-01-30 Sketch and Layout\Description\Project\Alto\amplified_Dowden West CDD.dwg User: S:\dms\2017-01-30 by remside




SHEET 6 OF 7

*SEE SHEET 1 FOR LEGEND

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -Of-
DOWDEN WEST CDD
 SECTIONS 3, TOWNSHIP 26 SOUTH, RANGE 31 EAST
 AND
 SECTIONS 33 & 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST
 ORANGE COUNTY FLORIDA

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

PREPARED FOR:
BEACHLINE SOUTH RESIDENTIAL, LLC
 DATE: 01/27/17
 REV DATE:
 SCALE 1" = 200'
 PROJ: 50088881
 DRAWN BY: MF
 CHECKED BY: TRC

Drawing name: S:\16160_Drawing\16160-004_01\Sketch.dwg
 Legal Description Project: Also see map of Dowden West CDD map SHEET 6 Jan 31, 2017 3:46pm by: komady

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>

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Dowden Road
Premise Address: Dowden Road
City, State, Zip: Orlando, FL
Premise Number: _____

BILLING INFORMATION

Billing Contract Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: _____

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3388289887
Work Request No: 629453
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

(77ea) 17' Black Concrete Pole / OUC # 036-27374

(85ea) 80w LED Black Post Top Fixture / OUC # 036-23185

(8ea) Double Bracket / OUC # 036-24082

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 1857.72] for Two Hundred and Forty (240) payments. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Certificate of Completion (Exhibit 4)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date _____

Authorized Customer Representative; Printed Name & Signature Date _____

SECTION VI

SECTION C

SECTION 1

**Dowden West
Community Development District**

Summary of Checks

October 11, 2018 to December 12, 2018

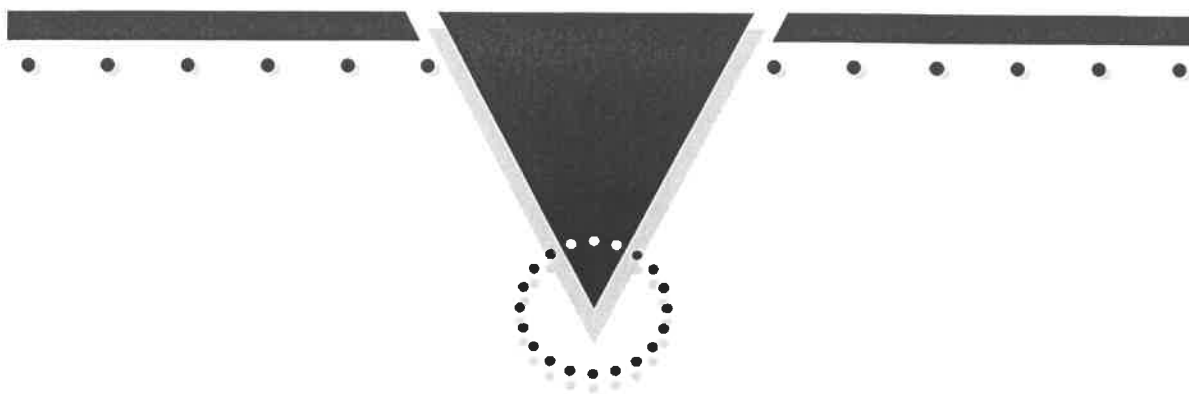
Bank	Date	Check No.'s	Amount
General Fund	10/11/18	25	\$ 4,188.75
	10/23/18	26	\$ 5,000.00
	11/13/18	27	\$ 275.67
			\$ 9,464.42
			\$ 9,464.42

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
10/11/18	00004	8/31/18	97221500	201809	310-51300-48000		ORLANDO SENTINEL	*	4,188.75	4,188.75 000025
10/23/18	00003	8/24/18	7497	201810	310-51300-45000		ORLANDO SENTINEL	*	5,000.00	5,000.00
11/13/18	00004	9/30/18	15043600	201809	310-51300-48000		EGIS INSURANCE ADVISORS, LLC	*	275.67	5,000.00 000026
							ORLANDO SENTINEL			275.67 000027

TOTAL FOR BANK A 9,464.42
 TOTAL FOR REGISTER 9,464.42

DOWD DOWDEN WEST KCOSTA

SECTION 2



DOWDEN WEST
Community Development District

Unaudited Financial Reporting

November 30, 2018



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2	<hr/> <u>General Fund Income Statement</u>
3	<hr/> <u>Capital Projects Fund Income Statement</u>
4	<hr/> <u>Month to Month</u>
5	<hr/> <u>Developer Contribution Schedule</u>

DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
November 30, 2018

	General Fund	Capital Projects Fund	Totals
<u>ASSETS:</u>			
CASH	\$12,512	---	\$12,512
DUE FROM DEVELOPER	\$4,120	---	\$4,120
DUE FROM CAPITAL PROJECTS	\$1,207	---	\$1,207
TOTAL ASSETS	<u>\$17,839</u>	<u>\$0</u>	<u>\$17,839</u>
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$11,217	\$22,970	\$34,187
DUE TO OTHER	\$127	---	\$127
DUE TO GENERAL FUND	---	\$1,207	\$1,207
<u>FUND EQUITY:</u>			
FUND BALANCES:			
ASSIGNED FOR CAPITAL PROJECTS	---	(\$24,177)	(\$24,177)
UNASSIGNED	\$6,495	---	\$6,495
TOTAL LIABILITIES & FUND EQUITY	<u>\$17,839</u>	<u>\$0</u>	<u>\$17,839</u>

DOWDEN WEST

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending November 30, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/18	ACTUAL THRU 11/30/18	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$92,017	\$7,668	\$11,776	\$4,108
TOTAL REVENUES	\$92,017	\$7,668	\$11,776	\$4,108
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISOR FEES	\$4,800	\$400	\$0	\$400
FICA PAYABLE	\$367	\$31	\$0	\$31
ENGINEERING	\$12,000	\$1,000	\$0	\$1,000
ATTORNEY	\$25,000	\$2,083	\$543	\$1,541
MANAGEMENT FEES	\$35,000	\$2,917	\$5,833	(\$2,917)
INFORMATION TECHNOLOGY	\$600	\$50	\$100	(\$50)
TELEPHONE	\$300	\$25	\$6	\$19
POSTAGE	\$1,000	\$83	\$5	\$79
INSURANCE	\$5,150	\$5,150	\$5,000	\$150
PRINTING & BINDING	\$1,000	\$83	\$114	(\$31)
LEGAL ADVERTISING	\$5,000	\$417	\$0	\$417
OTHER CURRENT CHARGES	\$1,000	\$83	\$0	\$83
OFFICE SUPPLIES	\$625	\$52	\$0	\$52
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL EXPENDITURES	\$92,017	\$12,549	\$11,776	\$773
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - Beginning	\$0		\$6,495	
FUND BALANCE - Ending	\$0		\$6,495	

DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures
For The Period Ending November 30, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/18	ACTUAL THRU 11/30/18	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
CAPITAL OUTLAY - COSTS OF ISSUANCE	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - Beginning	\$0		(\$24,177)	
FUND BALANCE - Ending	\$0		(\$24,177)	

**DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$6,195	\$3,581	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,776
TOTAL REVENUES	\$6,195	\$3,581	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,776
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$543	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$543
MANAGEMENT FEES	\$2,917	\$2,517	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,433
INFORMATION TECHNOLOGY	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
TELEPHONE	\$0	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6
POSTAGE	\$4	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
PRINTING & BINDING	\$49	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL EXPENDITURES	\$8,738	\$3,088	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,776
EXCESS REVENUES (EXPENDITURES)	(\$2,543)	\$543	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT
DEVELOPER CONTRIBUTIONS/DUE FROM DEVELOPER**

FUNDING REQUEST #	PREPARED DATE	PAYMENT RECEIVED DATE	CHECK AMOUNT	TOTAL FUNDING REQUEST	GENERAL FUND PORTION (FY17)	GENERAL FUND PORTION (FY18)	GENERAL FUND PORTION (FY19)	DUE FROM CAPITAL	OVER AND (SHORT) BALANCE DUE		
FY17-1	6/15/17	7/20/17	\$ 11,722.00	\$ 11,722.00	\$ 11,722.00	\$ -	\$ -	\$ -	\$ -		
2	7/14/17	10/2/17	\$ 4,619.79	\$ 4,619.79	\$ 4,619.79	\$ -	\$ -	\$ -	\$ -		
3	8/17/17	10/2/17	\$ 4,563.71	\$ 4,563.71	\$ 4,563.71	\$ -	\$ -	\$ -	\$ -		
4	8/26/17	10/2/17	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -		
BI1	9/7/17	10/19/17	\$ 1,207.00	\$ 1,207.00	\$ -	\$ -	\$ 1,207.00	\$ -	\$ -		
5	9/21/17	10/19/17	\$ 215.30	\$ 215.30	\$ 215.30	\$ -	\$ -	\$ -	\$ -		
6	9/21/17	10/19/17	\$ 5,427.89	\$ 5,427.89	\$ 5,427.89	\$ -	\$ -	\$ -	\$ -		
FY18-1	10/25/17	11/20/17	\$ 4,344.01	\$ 4,344.01	\$ 1,135.50	\$ 3,208.51	\$ -	\$ -	\$ -		
2	11/22/17	12/15/17	\$ 3,150.17	\$ 3,150.17	\$ -	\$ 3,150.17	\$ -	\$ -	\$ -		
3	12/31/17	1/18/18	\$ 2,967.67	\$ 2,967.67	\$ -	\$ 2,967.67	\$ -	\$ -	\$ -		
4	1/31/18	2/22/18	\$ 2,967.17	\$ 2,967.17	\$ -	\$ 2,967.17	\$ -	\$ -	\$ -		
5	3/9/18	4/2/18	\$ 4,569.67	\$ 4,569.67	\$ -	\$ 4,569.67	\$ -	\$ -	\$ -		
6	4/12/18	6/4/18	\$ 2,966.67	\$ 2,966.67	\$ -	\$ 2,966.67	\$ -	\$ -	\$ -		
5 Revised	5/23/18	7/3/18	\$ 3,006.25	\$ 3,006.25	\$ -	\$ 3,006.25	\$ -	\$ -	\$ -		
7	5/23/18	7/3/18	\$ 3,721.64	\$ 3,721.64	\$ -	\$ 3,721.64	\$ -	\$ -	\$ -		
8	6/25/18	8/17/18	\$ 2,967.17	\$ 2,967.17	\$ -	\$ 2,967.17	\$ -	\$ -	\$ -		
9	7/12/18	9/6/18	\$ 2,975.37	\$ 2,975.37	\$ -	\$ 2,975.37	\$ -	\$ -	\$ -		
10	8/29/18	9/17/18	\$ 4,937.12	\$ 4,937.12	\$ -	\$ 4,937.12	\$ -	\$ -	\$ -		
11	9/21/18	10/22/18	\$ 8,194.33	\$ 8,194.33	\$ -	\$ 3,194.33	\$ 5,000.00	\$ -	\$ -		
FY19-1	10/11/18	11/21/18	\$ 8,306.49	\$ 8,306.49	\$ -	\$ 5,111.45	\$ 3,195.04	\$ -	\$ -		
2	11/30/18		\$ -	\$ 4,120.14	\$ -	\$ 539.00	\$ 3,581.14	\$ -	\$ 4,120.14		
DUE FROM DEVELOPER					\$ 87,829.42	\$ 91,949.56	\$ 27,684.19	\$ 51,282.19	\$ 11,776.18	\$ 1,207.00	\$ 4,120.14
TOTAL DEVELOPER CONTRIBUTIONS FY19					\$ 11,776.18						