

*Dowden West Community
Development District*

Agenda

February 16, 2023

AGENDA

Dowden West

Community Development District

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

February 9, 2023

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

Dear Board Members:

The Board of Supervisors of Dowden West Community Development District will meet **Thursday, February 16, 2023 at 9:00 AM at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Appointment of Individual in Seat #2 to Fulfill the Board Vacancy with a Term Ending November 2023
 - B. Administration of Oath of Office to Newly Appointed Board Member(s)
 - C. Consideration of Resolution 2023-04 Electing Assistant Secretary
4. Approval of Minutes of December 15, 2022 Meeting
5. Ratification of Lighting Agreements with OUC
 - A. Lighting Service Agreement Meridian Park N-1C
 - B. Master Lighting Installation Upgrade and Service Agreement Meridian Park PH N1B
 - C. Lighting Service Agreement Meridian Park PH N1B
6. Consideration of Landscape Management Services Proposal for Dowden West Phase 2 with Yellowstone Landscape
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Presentation of Arbitrage Rebate Calculation Report for the Series 2018 Bonds
8. Supervisor's Requests
9. Other Business
10. Next Meeting Date
11. 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 balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'JMS', with a long horizontal flourish extending to the right.

Jason M. Showe
District Manager

CC: Jan Carpenter, District Counsel
Peter Armans, District Engineer
Darrin Mossing, GMS

Enclosures

SECTION III

SECTION C

RESOLUTION 2023-04

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

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

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

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

Adopted this 16th day of February, 2023.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

MINUTES

MINUTES OF MEETING
DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Dowden West Community Development District was held Thursday, December 15, 2022 at 9:00 a.m. in the offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Chuck Bell	Chairman
Gabe Madlang	Vice Chairperson
Dane Hamilton	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jay Lazarovich	District Counsel
Peter Armans	District Engineer <i>by telephone</i>
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

- A. Appointment of Individual to Fill Seat 2 with a Term Ending November 2023**
- B. Administration of Oath of Office to Newly Appointed Board Member**
- C. Consideration of Resolution 2023-04 Electing an Assistant Secretary**

This item was tabled.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the November 17, 2022 Meeting

On MOTION by Mr. Bell seconded by Mr. Madlang with all in favor the minutes of the November 17, 2022 meeting were approved as presented.
--

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-03
Ratifying the Conveyance of Real Property
and Improvements**

Mr. Lazarovich: Resolution 2023-03 is ratifying the conveyance of utilities in the Phase N1C Plat. The developer reached out and asked that this be the final project in Tract EE. As part of this resolution we have a bill of sale, an agreement regarding taxes and owner's affidavit and a certificate of the District engineer. I spoke with the engineer this morning and we are waiting on a couple other approvals, but once that is conveyed, we will get this sent to the County.

On MOTION by Mr. Bell seconded by Mr. Madlang with all in favor Resolution 2023-03 Ratifying the Conveyance of Real Property and Improvements was ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Lazarovich: We are finishing up the pond transfer in Tract K.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Showe presented the check register from November 5, 2022 through December 2, 2022 in the amount of \$48,436.05.

On MOTION by Mr. Bell seconded by Mr. Madlang with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

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

iii. Field Manager

Mr. Scheerer: We are still working on that framework for the solar panel. I had Terry's Electric out and they haven't gotten back to me if that is something they can repair. We are also getting a quote from Clark Mosquito for midge control at the request of a homeowner. Once we get that information, we will present it at the next board meeting. I have reached out to the landscaper and pond contractor in advance of the storm today to make sure we have boots on the

ground by tomorrow. My understanding is it is supposed to hit Orlando South. I will be onsite tomorrow it is my regularly scheduled date and I will see firsthand if there are any concerns and will pass that along to everybody if there is some.

SEVENTH ORDER OF BUSINESS **Supervisor's Requests**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS **Other Business**

There being none, the next item followed.

NINTH ORDER OF BUSINESS **Next Meeting Date**

Mr. Showe stated the next meeting is scheduled for January 19, 2023.

TENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Bell seconded by Mr. Madlang with all in favor the meeting adjourned at 9:05 a.m.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A



The *Reliable* One

SERVICE AGREEMENT FOR LIGHTING SERVICE MERIDIAN PARK N-1C

This Agreement is entered into this 31st day of October 2022 by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** whose address is 219 E LIVINGSTON ST, ORLANDO FL 32801-1508, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

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



**SERVICE AGREEMENT FOR
LIGHTING SERVICE
MERIDIAN PARK N-1C**

This Agreement is entered into this 31st day of October 2022 by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** whose address is 219 E LIVINGSTON ST, ORLANDO FL 32801-1508, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

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

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge

that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all

risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder

in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

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

- 5.1 The initial term of this Agreement (the "Term") shall be for **twenty (20) years**. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, whichever ever occurs first, and shall terminate at the end of **two hundred and forty (240)** consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly

for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.

- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

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

If to OUC:

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

If to Customer:

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
135 W Central Blvd Ste 320,
Orlando, FL 32801

Attention: _____

- 6.4 **Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 **Time Is Of The Essence:** Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 **Waiver:** The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not

be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.

- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

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

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

Federal ID # 82-2081671

By: [Signature]
Name: RAUL C. BELL
Title: CHAIRMAN
Date: 9/8/22

WITNESSES:

By: [Signature]
Name: Stacie M. Vanderbilt
Title: Recording Secretary

By: [Signature]
Name: Melissa Derison
Title: Administrative Assistant

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8 day of September, 2022, by Chuck Bell (name of person) as Chair (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of Dowden West CDR (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced _____ as identification.



[Signature]
Notary Public
Print Name: Jason M. Showe
My Commission Expires: GF 339529

ORLANDO UTILITIES COMMISSION

By: Clint Bullock

Name: Clint Bullock
Title: General Manager/CEO

Date: 10/31/22

ATTEST: By: Paula A. Velasquez
Name: Paula A. Velasquez
Title: Assistant Secretary

Approved as to form and legality
OUC Legal Department
Date: 10.30.22 By: [Signature]

WITNESSES: By: Jessie A Tran
Name: JESSIE A TRAN
Title: EXECUTIVE ASSISTANT

By: Haribeh Rivera
Name: HARIBEH RIVERA
Title: Admin Assistant

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 31st day of October, 2022, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Print Name: Marlene Mendoza



EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment	\$	3,593.00
Maintenance	\$	961.04
<u>Fuel and Energy</u>	<u>\$</u>	<u>141.28</u>
Total	***	\$ 4,695.32

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

ANNUAL RATE ADJUSTMENT

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

LIGHTING SERVICE

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

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

(82 ea) 17' ROUND CONCRETE POLE DB 3" x 3" TENON [036-27374]
(82 ea) LED SLIDE, TYPE 3, 4K, BLACK FINISH [036-23185]

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

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

BEING A REPLAT OF TRACT EE OF STARWOOD N-1B NORTH ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 105 PAGES 124V-134, LYING IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA
PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Meridian Park N-1C
Premise Address: 0 Sunsail Ave,
City, State, Zip: Orlando, FL 32832
Premise Number: _____

BILLING INFORMATION

Billing Contact Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: 82-2081671

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3388289887
Work Request No: 765251
Comments: _____

Certificate of Completion (Exhibit 2)
Notice of Modification to Original Contract Design

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

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

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

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

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SECTION B



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
MERIDIAN PARK PH N1B**

(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**”), and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, whose address is 135 West Central Blvd, Suite 320, Orlando, Florida 32801 (“**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:

[Signature]
Name: Stacey M. Vanderbilt
[Signature]
Name: Jason M. Showe

**DOWDEN WEST
COMMUNITY
DEVELOPMENT DISTRICT**

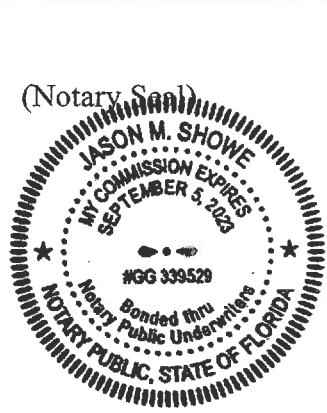
a Governmental Management Unit

By: [Signature]
Name: RALPH CHARLES BELL
Title: Chairman
Dated: 11/24/23

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of January, 2023, by Ralph Bell (name of person) as Chair (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of Dowden West CDP (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced as identification.



[Signature]
Notary Public
Print Name: Jason M. Showe
My Commission Expires: 9/5/23

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

Name: _____

By: _____

Clint Bullock
General Manager & CEO

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

Attest: _____

Name: _____

Attorney for OUC

Title: _____

Date: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization on this _____ day of _____, 20____, by CLINT BULLOCK,
as General Manager, CEO of **ORLANDO UTILITIES COMMISSION**, a Florida statutory
commission, on behalf said Commission. He is personally known to me or has produced
_____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

EXHIBIT 1

THE PROPERTY

All public roadways and easements within STARWOOD PHASE N-1B NORTH, according to the plat thereof, as recorded in Plat Book 105, Page 124, of the Public Records of Osceola County, Florida.

AND

All public roadways and easements within STARWOOD PHASE N-1B SOUTH, according to the plat thereof, as recorded in Plat Book 106, Page 62, of the Public Records of Osceola County, Florida.

STARWOOD PHASE N-1B NORTH

*A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 23 SOUTH,
RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA*

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 63°45'18" WEST, A DISTANCE OF 644.95 FEET TO A POINT ON THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417, PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP, SECTION 6440-401/402; THENCE RUN NORTH 33°00'32" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 206.46 FEET TO A POINT ON THE SOUTHERLY LINE OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY LIMITED ACCESS RIGHT OF WAY AND A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF 29°13'55"; A CHORD BEARING OF NORTH 80°40'06" EAST AND A CHORD DISTANCE OF 1638.29 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN EASTERLY ALONG SAID CURVE AND SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, AN ARC DISTANCE OF 1656.19 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 65°56'36" EAST ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 1535.96 FEET; THENCE DEPARTING SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 24°03'24" EAST, A DISTANCE OF 1650.06 FEET; THENCE RUN SOUTH 20°17'54" EAST, A DISTANCE OF 54.23 FEET; THENCE RUN SOUTH 07°50'48" EAST, A DISTANCE OF 252.97 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2105.00 FEET, A CENTRAL ANGLE OF 03°40'31"; A CHORD BEARING OF NORTH 83°59'28" EAST AND A CHORD DISTANCE OF 135.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 135.02 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH RIGHT OF WAY LINE OF FOUNDERS STREET, A 87.00 FOOT RIGHT OF WAY PER STARWOOD PHASE N-1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGES 149 THROUGH 157 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN SOUTH 04°10'17" EAST, A DISTANCE OF 87.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID FOUNDERS STREET AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2018.00 FEET, A CENTRAL ANGLE OF 01°26'11"; A CHORD BEARING OF NORTH 86°32'49" EAST AND A CHORD DISTANCE OF 50.59 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 50.59 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 02°44'06" EAST, A DISTANCE OF 121.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1897.00 FEET, A CENTRAL ANGLE OF 02°19'22"; A CHORD BEARING OF SOUTH 86°06'13" WEST AND A CHORD DISTANCE OF 76.90 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 76.91 FEET; THENCE RUN SOUTH 05°03'28" EAST, A DISTANCE OF 155.86 FEET; THENCE RUN SOUTH 02°30'36" EAST, A DISTANCE OF 44.51 FEET; THENCE RUN SOUTH 76°46'56" WEST, A DISTANCE OF 24.83 FEET; THENCE RUN SOUTH 00°32'42" WEST, A DISTANCE OF 177.58 FEET; THENCE RUN RADIAL TO THE NEXT DESCRIBED CURVE SOUTH 04°09'33" WEST, A DISTANCE OF 143.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF GLOBE STREET, A 53.00 FOOT RIGHT OF WAY PER SAID PLAT OF STARWOOD PHASE N-1A AND A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 972.50 FEET, A CENTRAL ANGLE OF 20°03'15"; A CHORD BEARING OF NORTH 75°48'50" WEST AND A CHORD DISTANCE OF 338.65 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 340.38 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 28°42'40" WEST, A DISTANCE OF 178.00 FEET; THENCE RUN SOUTH 61°17'20" EAST, A DISTANCE OF 56.94 FEET; THENCE RUN NORTH 66°08'47" EAST, A DISTANCE OF 90.35 FEET; THENCE RUN NORTH 20°58'05" WEST, A DISTANCE OF 33.63 FEET; THENCE RUN NORTH 21°59'18" EAST, A DISTANCE OF 5.73 FEET; THENCE RUN NORTH 71°39'29" EAST, A DISTANCE OF 15.51 FEET; THENCE RUN SOUTH 72°47'49" EAST, A DISTANCE OF 37.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1050.50 FEET, A CENTRAL ANGLE OF 04°18'42"; A CHORD BEARING OF SOUTH 74°57'10" EAST AND A CHORD DISTANCE OF 79.04 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 79.05 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 28°42'40" WEST, A DISTANCE OF 461.79 FEET TO A POINT ON A LINE BETWEEN AFORESAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 61°17'20" WEST ALONG SAID DESCRIBED LINE, A DISTANCE OF 3412.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,558,715 SQUARE FEET (127.611 ACRES) MORE OR LESS.

STARWOOD PHASE N-1B SOUTH

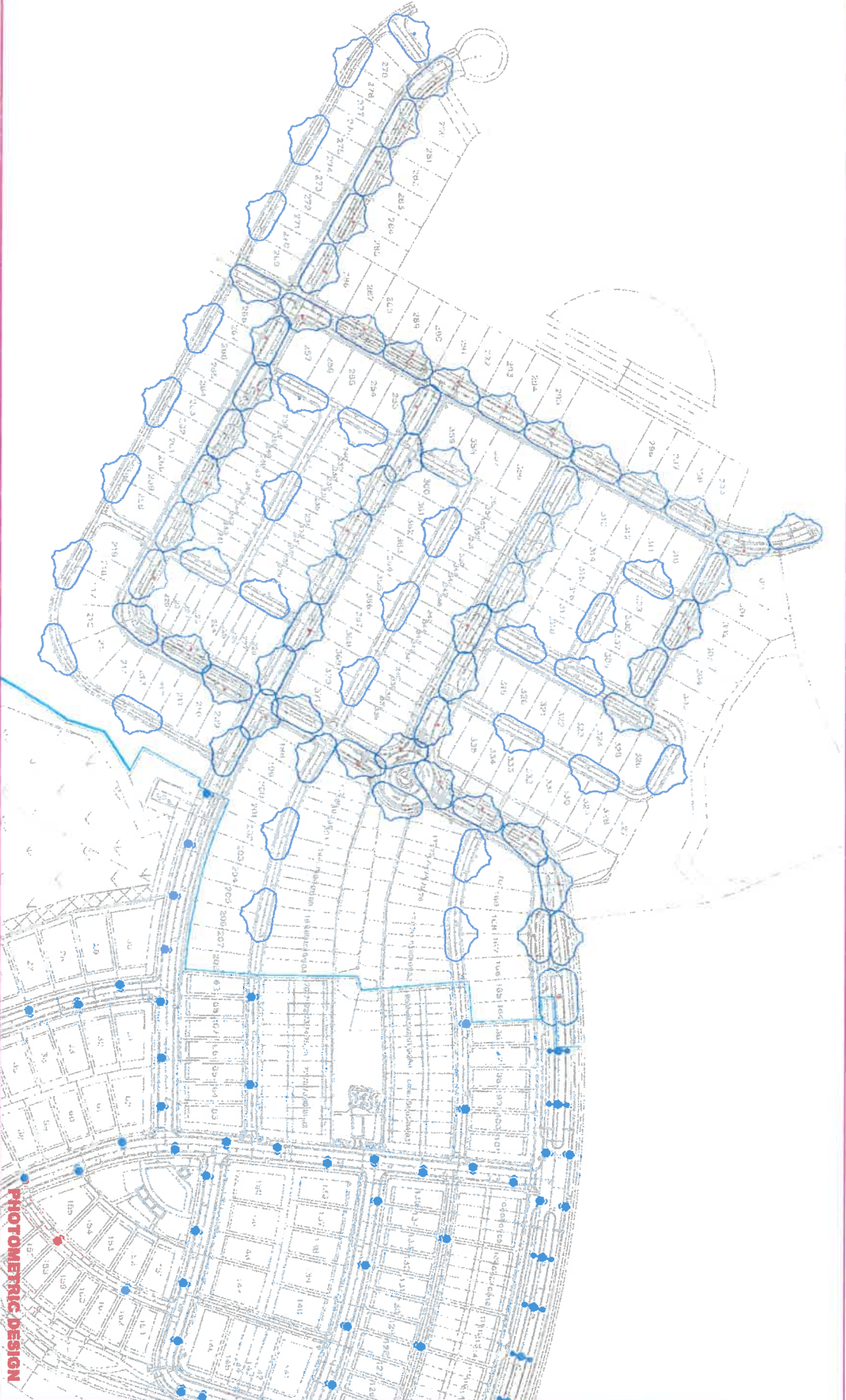
BEING A REPLAT OF TRACT DD OF STARWOOD PHASE N-1B NORTH PER PLAT BOOK 105,
PAGES 124 THROUGH 134 LYING IN SECTION 33, TOWNSHIP 23 SOUTH,
RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

TRACT DD, STARWOOD PHASE N-1B NORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 105, PAGES 124 THROUGH 134, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 33, 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 AFORESAID SECTION 33; THENCE S61°17'20"E ALONG THAT CERTAIN LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1828.23 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT EE OF AFORESAID STARWOOD PHASE N-1B NORTH AND THE POINT OF BEGINNING; THENCE DEPARTING SAID CERTAIN LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, RUN ALONG SAID SOUTHERLY LINE OF TRACT EE THE FOLLOWING (11) ELEVEN COURSES AND DISTANCES: THENCE N28°42'40"E, A DISTANCE OF 25.00 FEET; THENCE N43°06'06"E, A DISTANCE OF 15.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 19°18'02", A CHORD BEARING OF N37°14'53"W AND A CHORD DISTANCE OF 105.94 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.45 FEET TO THE END OF SAID CURVE; THENCE N62°24'08"E, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.00 FEET, A CENTRAL ANGLE OF 01°52'21", A CHORD BEARING OF S28°32'02"E AND A CHORD DISTANCE OF 9.67 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.67 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 97°06'07", A CHORD BEARING OF S78°01'16"E AND A CHORD DISTANCE OF 31.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.59 FEET TO THE END OF SAID CURVE; THENCE N53°25'40"E, A DISTANCE OF 69.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 226.50 FEET, A CENTRAL ANGLE OF 12°50'03", A CHORD BEARING OF N26°52'54"W AND A CHORD DISTANCE OF 50.63 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.74 FEET TO THE END OF SAID CURVE; THENCE N69°32'08"E, A DISTANCE OF 53.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 173.50 FEET, A CENTRAL ANGLE OF 16°44'05", A CHORD BEARING OF S28°49'55"E AND A CHORD DISTANCE OF 50.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.68 FEET TO THE END OF SAID CURVE; THENCE N58°35'47"E, A DISTANCE OF 111.54 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT K AFORESAID STARWOOD PHASE N-1B NORTH, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 13°47'12", A CHORD BEARING OF S54°23'44"E AND A CHORD DISTANCE OF 15.12 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF TRACT EE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.16 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY LINE OF TRACT K THE FOLLOWING (2) TWO COURSES AND DISTANCES: THENCE S61°17'20"E, A DISTANCE OF 276.77 FEET; THENCE N28°42'40"E, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 217 OF AFORESAID STARWOOD PHASE N-1B NORTH; THENCE DEPARTING SAID SOUTHERLY LINE OF TRACT K, RUN S61°17'20"E, ALONG THE SOUTH LINE OF SAID LOT 217, A DISTANCE OF 110.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COMPASS POINT AVENUE, A 50.00 FOOT RIGHT OF WAY; THENCE DEPARTING SAID SOUTH LINE OF LOT 217, S28°42'40"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 22.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GLOBE STREET, A 53.00 FOOT RIGHT OF WAY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING (23) TWENTY-THREE COURSES AND DISTANCES: THENCE S61°17'20"E, A DISTANCE OF 50.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N73°42'40"E AND A CHORD DISTANCE OF 8.49 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.42 FEET TO THE POINT OF TANGENCY; THENCE S61°17'20"E, A DISTANCE OF 94.00 FEET; THENCE S28°42'40"W, A DISTANCE OF 16.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 26.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 16.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 354.86 FEET; THENCE S28°42'40"W, A DISTANCE OF 16.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 26.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 16.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 115.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S167°20'E AND A CHORD DISTANCE OF 8.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.42 FEET TO THE POINT OF TANGENCY; THENCE S28°42'40"W, A DISTANCE OF 10.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 53.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N73°42'40"E AND A CHORD DISTANCE OF 8.49 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.42 FEET TO THE POINT OF TANGENCY; THENCE S61°17'20"E, A DISTANCE OF 82.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1025.50 FEET, A CENTRAL ANGLE OF 00°39'37", A CHORD BEARING OF S61°37'09"E AND A CHORD DISTANCE OF 11.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.82 FEET TO THE END OF SAID CURVE; THENCE S28°42'40"W, A DISTANCE OF 16.07 FEET; THENCE S61°17'20"E, A DISTANCE OF 20.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 16.49 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1025.50 FEET, A CENTRAL ANGLE OF 02°29'13", A CHORD BEARING OF S64°18'37"E AND A CHORD DISTANCE OF 44.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.51 FEET TO A POINT ON THE WESTERLY LINE OF TRACT YY STARWOOD PHASE N-1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGES 149 THROUGH 157 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING (6) SIX COURSES AND DISTANCES: THENCE S28°42'40"W, A DISTANCE OF 124.84 FEET; THENCE S61°17'20"E, A DISTANCE OF 56.94 FEET; THENCE N66°08'47"E, A DISTANCE OF 90.35 FEET; THENCE N20°58'05"W, A DISTANCE OF 33.63 FEET; THENCE N21°59'18"E, A DISTANCE OF 5.73 FEET; THENCE N71°39'29"E, A DISTANCE OF 15.51 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT J OF AFORESAID STARWOOD PHASE N-1A; THENCE DEPARTING SAID WESTERLY LINE OF TRACT YY, RUN S72°47'49"E, ALONG SAID SOUTH LINE, A DISTANCE OF 37.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1050.50 FEET, A CENTRAL ANGLE OF 04°18'42", A CHORD BEARING OF S74°57'10"E AND A CHORD DISTANCE OF 79.04 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.05 FEET TO A POINT ON THE WEST LINE OF TRACT K OF AFORESAID STARWOOD PHASE N-1A; THENCE DEPARTING THE SOUTH LINE OF TRACT J, RUN S28°42'40"W, ALONG SAID WEST LINE OF TRACT K, A DISTANCE OF 461.79 FEET TO THE SOUTHWEST CORNER OF TRACT K; THENCE DEPARTING SAID WEST LINE OF TRACT K, RUN N61°17'20"W, A DISTANCE OF 1584.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 645,787 SQUARE FEET OR 14.83 ACRES MORE OR LESS.



Symbol	Label	Quantity	Category Number	Manufacturer	Description	Lumens Per Fixture	Light Loss Factor	Watts
	A	1	90-2000-04-0-173	SIEMENS	LED	6000	1	100
	B	88	90-2000-04-0-173	SIEMENS	LED	6000	1	88

OUC
 OUC
 Lighting
 6003 Parkside Ave.
 Orlando, FL 32822
 (407) 757-4234

LOCATION: MONTGOMERY PARK HTS	JOB TYPE: CONTRACT
DATE: 08-14-17	ENGINEER: RIC DIVILACCO
SCALE: 1" = 60'	DATE: 08-14-17
DATE REV. BY: REVISION	DATE REV. BY: REVISION
00-000 X 2	00-000 X 2
PAGE 1 OF 1	PAGE 1 OF 1

PHOTOMETRIC DESIGN

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: Meridian Park Ph N1B
Premise Address: 0 Dowden Rd
City, State, Zip: Orlando, FL
Premise Number: _____

BILLING INFORMATION

Billing Contact Name: Dowden West Community Development District
Billing Address: 6200 Lee Vista Blvd Suite 300
City, State, Zip: Orlando, Florida 32801
Billing Contact Name: _____
Billing Contact Phone: (407) 841-5524
Federal Tax ID: N/A

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3388289887
Work Request No: 643992
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

(58) 16' black round concrete poles

OUC Stock# 036-27374

(58) 80w LED Beacon slide type 3 fixtures

OUC Stock# 036-23185

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 [\$2,088.22***] 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.

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

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

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

Certificate of Completion (Exhibit 4)

Notice of Modification to Original Contract Design

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

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

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

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

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SECTION C



**SERVICE AGREEMENT FOR
LIGHTING SERVICE
MERIDIAN PARK PH N1B**

This Agreement is entered into this _____ day of _____ 20____, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 (“OUC”) and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, whose address is 135 West Central Blvd, Suite 320, Orlando, Florida 32801, (“Customer”), for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

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

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's

reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to

this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment,

but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC’s sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

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

- 5.1 The initial term of this Agreement (the “Term”) shall be for twenty 20 years. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 herein below, whichever occurs first, and shall terminate at the end of two hundred and forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge,

until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.

- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

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

If to Customer:

Dowden West Community Development District
6200 Lee Vista Blvd Suite 300
Orlando, Florida 32801
 Attention: _____

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement

shall not be considered a waiver of any such rights or matters at any subsequent time.

- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

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

Dowden West Community Development District

Federal ID # N/A

By: [Signature]

Name: Ralph Charles Bell

Title: Chairman

Date: 1/24/2023

WITNESSES:

By: [Signature]

Name: Stacie M. Vanderbilt

Title: Recording Secretary

By: [Signature]

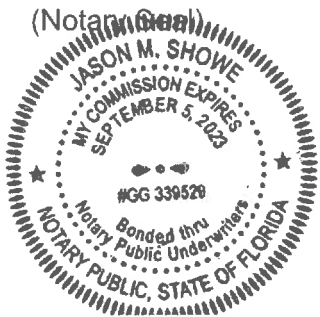
Name: Jason Show

Title: District Manager

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of January, 2023, by Ralph Bell (name of person) as Chair (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of DWCD (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced _____ as identification.



[Signature]
Notary Public

Print Name: Jason Showe

My Commission Expires: GT 339528

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Paula A. Velasquez
Title: Assistant Secretary

WITNESSES:
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment		\$1,093.39
Maintenance		\$ 212.10
<u>Fuel and Energy</u>		<u>\$ 52.02</u>
Total	***	\$1,357.51

Upfront Payment \$0.00

Payment #	\$	Check #	Date Posted
		Charge Description #	Work Order #

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

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

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

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

ANNUAL RATE ADJUSTMENT

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

LIGHTING SERVICE

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

EXHIBIT 1 (continued)

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

(29) 16' black round concrete poles	[036-27374]
(1) Double bracket	[036-25038]
(30) 80w LED Beacon slide type 3 fixtures	[036-23185]

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

CUSTOMER Installed Lighting Equipment:

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

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

All public roadways and easements within STARWOOD PHASE N-1B NORTH, according to the plat thereof, as recorded in Plat Book 105, Page 124, of the Public Records of Osceola County, Florida.

AND

All public roadways and easements within STARWOOD PHASE N-1B SOUTH, according to the plat thereof, as recorded in Plat Book 106, Page 62, of the Public Records of Osceola County, Florida.

STARWOOD PHASE N-1B NORTH
A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 23 SOUTH,
RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 63°45'18" WEST, A DISTANCE OF 644.95 FEET TO A POINT ON THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417, PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP, SECTION 6440-401/402; THENCE RUN NORTH 33°00'32" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 206.46 FEET TO A POINT ON THE SOUTHERLY LINE OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY LIMITED ACCESS RIGHT OF WAY AND A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF 29°13'55"; A CHORD BEARING OF NORTH 80°40'06" EAST AND A CHORD DISTANCE OF 1638.29 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN EASTERLY ALONG SAID CURVE AND SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, AN ARC DISTANCE OF 1656.19 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 65°56'36" EAST ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 1535.96 FEET; THENCE DEPARTING SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 24°03'24" EAST, A DISTANCE OF 1650.06 FEET; THENCE RUN SOUTH 20°17'54" EAST, A DISTANCE OF 54.23 FEET; THENCE RUN SOUTH 07°50'48" EAST, A DISTANCE OF 252.97 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2105.00 FEET, A CENTRAL ANGLE OF 03°40'31"; A CHORD BEARING OF NORTH 83°59'28" EAST AND A CHORD DISTANCE OF 135.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 135.02 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH RIGHT OF WAY LINE OF FOUNDERS STREET, A 87.00 FOOT RIGHT OF WAY PER STARWOOD PHASE N-1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGES 149 THROUGH 157 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN SOUTH 04°10'17" EAST, A DISTANCE OF 87.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID FOUNDERS STREET AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2018.00 FEET, A CENTRAL ANGLE OF 01°26'11"; A CHORD BEARING OF NORTH 86°32'49" EAST AND A CHORD DISTANCE OF 50.59 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 50.59 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 02°44'06" EAST, A DISTANCE OF 121.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1897.00 FEET, A CENTRAL ANGLE OF 02°19'22"; A CHORD BEARING OF SOUTH 86°06'13" WEST AND A CHORD DISTANCE OF 76.90 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 76.91 FEET; THENCE RUN SOUTH 05°03'28" EAST, A DISTANCE OF 155.86 FEET; THENCE RUN SOUTH 02°30'36" EAST, A DISTANCE OF 44.51 FEET; THENCE RUN SOUTH 76°46'56" WEST, A DISTANCE OF 24.83 FEET; THENCE RUN SOUTH 00°32'42" WEST, A DISTANCE OF 177.58 FEET; THENCE RUN RADIAL TO THE NEXT DESCRIBED CURVE SOUTH 04°09'33" WEST, A DISTANCE OF 143.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF GLOBE STREET, A 53.00 FOOT RIGHT OF WAY PER SAID PLAT OF STARWOOD PHASE N-1A AND A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 972.50 FEET, A CENTRAL ANGLE OF 20°03'15"; A CHORD BEARING OF NORTH 75°48'50" WEST AND A CHORD DISTANCE OF 338.65 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 340.38 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 28°42'40" WEST, A DISTANCE OF 178.00 FEET; THENCE RUN SOUTH 61°17'20" EAST, A DISTANCE OF 56.94 FEET; THENCE RUN NORTH 66°08'47" EAST, A DISTANCE OF 90.35 FEET; THENCE RUN NORTH 20°58'05" WEST, A DISTANCE OF 33.63 FEET; THENCE RUN NORTH 21°59'18" EAST, A DISTANCE OF 5.73 FEET; THENCE RUN NORTH 71°39'29" EAST, A DISTANCE OF 15.51 FEET; THENCE RUN SOUTH 72°47'49" EAST, A DISTANCE OF 37.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1050.50 FEET, A CENTRAL ANGLE OF 04°18'42"; A CHORD BEARING OF SOUTH 74°57'10" EAST AND A CHORD DISTANCE OF 79.04 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 79.05 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 28°42'40" WEST, A DISTANCE OF 461.79 FEET TO A POINT ON A LINE BETWEEN AFORESAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 61°17'20" WEST ALONG SAID DESCRIBED LINE, A DISTANCE OF 3412.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,558,715 SQUARE FEET (127.611 ACRES) MORE OR LESS.

EXHIBIT 1 (continued)

STARWOOD PHASE N-1B SOUTH

BEING A REPLAT OF TRACT DD OF STARWOOD PHASE N-1B NORTH PER PLAT BOOK 105,
PAGES 124 THROUGH 134 LYING IN SECTION 33, TOWNSHIP 23 SOUTH,
RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

TRACT DD, STARWOOD PHASE N-1B NORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 105, PAGES 124 THROUGH 134, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 33, 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 AFORESAID SECTION 33; THENCE S61°17'20"E ALONG THAT CERTAIN LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1828.23 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT EE OF AFORESAID STARWOOD PHASE N-1B NORTH AND THE POINT OF BEGINNING; THENCE DEPARTING SAID CERTAIN LINE BETWEEN SAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, RUN ALONG SAID SOUTHERLY LINE OF TRACT EE THE FOLLOWING (11) ELEVEN COURSES AND DISTANCES: THENCE N28°42'40"E, A DISTANCE OF 25.00 FEET; THENCE N43°06'06"E, A DISTANCE OF 15.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 19°18'02", A CHORD BEARING OF N37°14'53"W AND A CHORD DISTANCE OF 105.94 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.45 FEET TO THE END OF SAID CURVE; THENCE N62°24'08"E, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.00 FEET, A CENTRAL ANGLE OF 01°52'21", A CHORD BEARING OF S28°32'02"E AND A CHORD DISTANCE OF 9.67 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.67 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 97°06'07", A CHORD BEARING OF S78°01'16"E AND A CHORD DISTANCE OF 31.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.59 FEET TO THE END OF SAID CURVE; THENCE N53°25'40"E, A DISTANCE OF 69.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 226.50 FEET, A CENTRAL ANGLE OF 12°50'03", A CHORD BEARING OF N26°52'54"W AND A CHORD DISTANCE OF 50.63 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.74 FEET TO THE END OF SAID CURVE; THENCE N69°32'08"E, A DISTANCE OF 53.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 173.50 FEET, A CENTRAL ANGLE OF 16°44'05", A CHORD BEARING OF S28°49'55"E AND A CHORD DISTANCE OF 50.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.68 FEET TO THE END OF SAID CURVE; THENCE N58°35'47"E, A DISTANCE OF 111.54 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT K AFORESAID STARWOOD PHASE N-1B NORTH, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 13°47'12", A CHORD BEARING OF S54°23'44"E AND A CHORD DISTANCE OF 15.12 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF TRACT EE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.16 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY LINE OF TRACT K THE FOLLOWING (2) TWO COURSES AND DISTANCES: THENCE S61°17'20"E, A DISTANCE OF 276.77 FEET; THENCE N28°42'40"E, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 217 OF AFORESAID STARWOOD PHASE N-1B NORTH; THENCE DEPARTING SAID SOUTHERLY LINE OF TRACT K, RUN S61°17'20"E, ALONG THE SOUTH LINE OF SAID LOT 217, A DISTANCE OF 110.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COMPASS POINT AVENUE, A 50.00 FOOT RIGHT OF WAY; THENCE DEPARTING SAID SOUTH LINE OF LOT 217, S28°42'40"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 22.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GLOBE STREET, A 53.00 FOOT RIGHT OF WAY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING (23) TWENTY-THREE COURSES AND DISTANCES: THENCE S61°17'20"E, A DISTANCE OF 50.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N73°42'40"E AND A CHORD DISTANCE OF 8.49 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.42 FEET TO THE POINT OF TANGENCY; THENCE S61°17'20"E, A DISTANCE OF 94.00 FEET; THENCE S28°42'40"W, A DISTANCE OF 16.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 26.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 16.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 354.86 FEET; THENCE S28°42'40"W, A DISTANCE OF 16.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 26.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 16.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 115.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S161°17'20"E AND A CHORD DISTANCE OF 8.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.42 FEET TO THE POINT OF TANGENCY; THENCE S28°42'40"W, A DISTANCE OF 10.00 FEET; THENCE S61°17'20"E, A DISTANCE OF 53.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N73°42'40"E AND A CHORD DISTANCE OF 8.49 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.42 FEET TO THE POINT OF TANGENCY; THENCE S61°17'20"E, A DISTANCE OF 82.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1025.50 FEET, A CENTRAL ANGLE OF 00°39'37", A CHORD BEARING OF S61°37'09"E AND A CHORD DISTANCE OF 11.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.82 FEET TO THE END OF SAID CURVE; THENCE S28°42'40"W, A DISTANCE OF 16.07 FEET; THENCE S61°17'20"E, A DISTANCE OF 20.00 FEET; THENCE N28°42'40"E, A DISTANCE OF 16.49 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1025.50 FEET, A CENTRAL ANGLE OF 02°29'13", A CHORD BEARING OF S64°18'37"E AND A CHORD DISTANCE OF 44.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.51 FEET TO A POINT ON THE WESTERLY LINE OF TRACT YY STARWOOD PHASE N-1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGES 149 THROUGH 157 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING (6) SIX COURSES AND DISTANCES: THENCE S28°42'40"W, A DISTANCE OF 124.84 FEET; THENCE S61°17'20"E, A DISTANCE OF 56.94 FEET; THENCE N66°08'47"E, A DISTANCE OF 90.35 FEET; THENCE N20°58'05"W, A DISTANCE OF 33.63 FEET; THENCE N21°59'18"E, A DISTANCE OF 5.73 FEET; THENCE N71°39'29"E, A DISTANCE OF 15.51 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT J OF AFORESAID STARWOOD PHASE N-1A; THENCE DEPARTING SAID WESTERLY LINE OF TRACT YY, RUN S72°47'49"E, ALONG SAID SOUTH LINE, A DISTANCE OF 37.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1050.50 FEET, A CENTRAL ANGLE OF 04°18'42", A CHORD BEARING OF S74°57'10"E AND A CHORD DISTANCE OF 79.04 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.05 FEET TO A POINT ON THE WEST LINE OF TRACT K OF AFORESAID STARWOOD PHASE N-1A; THENCE DEPARTING THE SOUTH LINE OF TRACT J, RUN S28°42'40"W, ALONG SAID WEST LINE OF TRACT K, A DISTANCE OF 461.79 FEET TO THE SOUTHWEST CORNER OF TRACT K; THENCE DEPARTING SAID WEST LINE OF TRACT K, RUN N61°17'20"W, A DISTANCE OF 1584.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 645,787 SQUARE FEET OR 14.83 ACRES MORE OR LESS.

EXHIBIT 1 (continued)

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Meridian Park Ph N1B
Premise Address: 0 Dowden Rd
City, State, Zip: Orlando, FL
Premise Number: _____

BILLING INFORMATION

Billing Contact Name: Dowden West Community Development District
Billing Address: 6200 Lee Vista Blvd Suite 300
City, State, Zip: Orlando, Florida 32801
Billing Contact Name: _____
Billing Contact Phone: (407) 841-5524
Federal Tax ID: N/A

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3388289887
Work Request No: 643992
Comments: _____

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

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

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

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

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SECTION VI



**Dowden West CDD
Phase 2
Landscape Management Service Pricing Sheet**

Core Maintenance Services

Turf Care **\$21,910.00**
Includes mowing, edging, trimming, weed/disease control, fertilization, pest control, and pH adjustment

Shrub/Groundcover Care **\$8,785.00**
Includes pruning, weed control, fertilization, pest/disease control, mulching, and pH adjustment

Tree Care **\$4,975.00**
Includes pruning, fertilization, pest control, mulching, and pH adjustment

Irrigation System Monitoring **\$2,200.00**
Includes monitoring and adjustments/cleanings

Litter Removal **\$950.00**

Grand Total Annual	\$38,820.00
Monthly	\$3,235.00



**Dowden West CDD
Phase 3
Landscape Management Service Pricing Sheet**

Core Maintenance Services

Turf Care **\$20,630.00**

Includes mowing, edging, trimming, weed/disease control, fertilization, pest control, and pH adjustment

Shrub/Groundcover Care **\$7,220.00**

Includes pruning, weed control, fertilization, pest/disease control, mulching, and pH adjustment

Tree Care **\$3,650.00**

Includes pruning, fertilization, pest control, mulching, and pH adjustment

Irrigation System Monitoring **\$2,100.00**

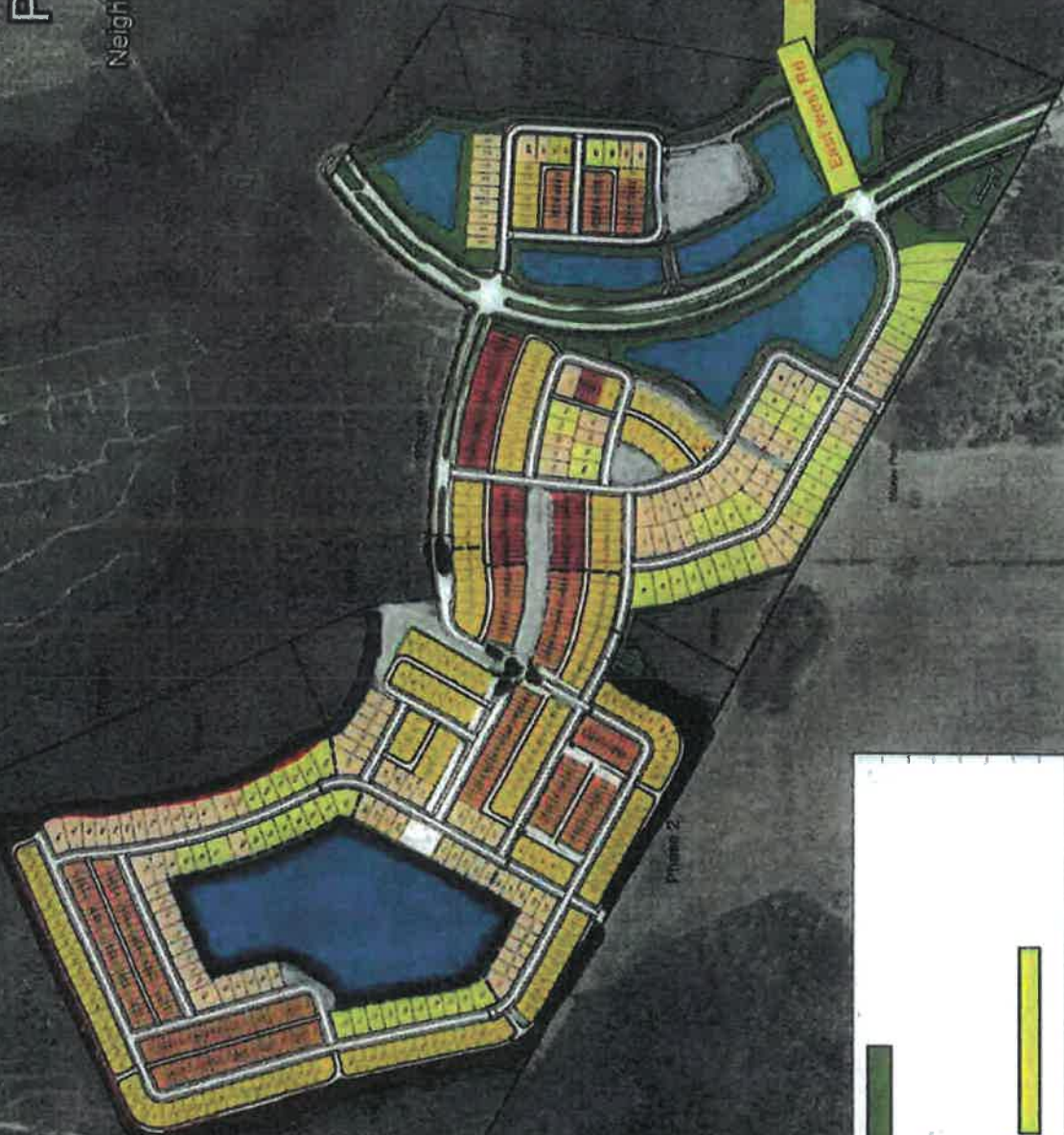
Includes monitoring and adjustments/cleanings

Litter Removal **\$900.00**

Grand Total Annual	\$34,500.00
Monthly	\$2,875.00

Meridian Parks Phases 1-4

Orlando, Florida
Neighborhoods 1A, 1B, 1C, 14
January 15, 2021



Legend:

- Current areas, being maintained
- Future Phase 2
- Future Phase 3
- Future East West Collector Road

Scale: 0, 20, 40 Feet

North Arrow

Dewberry



SECTION VII

SECTION C

SECTION 1

Dowden West
Community Development District

Summary of Check Register

December 3, 2022 to February 3, 2023

Bank	Date	Check No.'s	Amount
General Fund	12/13/22	257 - 260	\$ 25,701.94
	12/21/22	261 - 263	\$ 1,292.00
	1/6/23	264 - 265	\$ 18,337.00
	1/18/23	266 - 268	\$ 7,139.79
	1/20/23	269	\$ 196,285.86
			\$ 248,756.59
Total Amount			\$ 248,756.59

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT ACCT#	SUB CLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
12/13/22	00006	11/14/22	2202084	202210	310-51300-31100	DEWBERRY ENGINEERS, INC.	*	1,755.00	1,755.00
12/13/22	00001	12/01/22	100	202212	320-53800-12000	DEWBERRY ENGINEERS, INC.	*	1,312.50	1,755.00 000257
12/01/22	99	12/01/22	99	202212	310-51300-34000	FIELD MANAGEMENT - DEC 22	*	3,154.42	
12/01/22	99	12/01/22	99	202212	310-51300-35200	MANAGEMENT FEES - DEC 22	*	62.50	
12/01/22	99	12/01/22	99	202212	310-51300-35100	WEBSITE ADMIN - DEC 22	*	93.75	
12/01/22	99	12/01/22	99	202212	310-51300-31300	INFO TECHNOLOGY - DEC 22	*	416.67	
12/01/22	99	12/01/22	99	202212	310-51300-51000	DISSEMINATION - DEC 22	*	.33	
12/01/22	99	12/01/22	99	202212	310-51300-42000	OFFICE SUPPLIES	*	6.27	
12/01/22	99	12/01/22	99	202212	310-51300-42500	POSTAGE	*	10.05	
12/01/22	99	12/01/22	99	202212	310-51300-42500	COPIES	*		
12/09/22	00002	12/09/22	107279	202211	310-51300-31500	GOVERNMENTAL MANAGEMENT SERVICES- REVIEW/RESO/AGENDA/CONVEY	*	1,153.45	5,056.49 000258
12/01/22	00014	12/01/22	ON	46288	202212 320-53800-46000	LATHAM, LUNA, EDEN& BEAUDINE, LLP	*	17,737.00	1,153.45 000259
12/15/22	00010	12/15/22	6180-12-	202212	310-51300-31200	YELLOWSTONE LANDSCAPE	*	450.00	17,737.00 000260
12/19/22	00006	12/19/22	2215218	202211	310-51300-31100	AMTEC	*	595.00	450.00 000261
12/09/22	00021	12/09/22	63072	202212	320-53800-48000	DEWBERRY ENGINEERS, INC.	*	247.00	595.00 000262
12/20/22	00018	12/20/22	15357	202212	320-53800-47000	TERRY'S ELECTRIC, INC	*	600.00	247.00 000263
						AQUATIC WEED MANAGEMENT, INC.			600.00 000264

DOWD DOWDEN WEST MBYINGTON

DOWDEN WEST - GENERAL FUND
 BANK A GENERAL FUND

CHECK DATE	VEND#	DATE	INVOICEINVOICE.....	EXPENSED TO.....	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.....
														AMOUNT
1/06/23	00014	1/01/23	ON 47416	202301	320-53800-46000						YELLOWSTONE LANDSCAPE	*	17,737.00	17,737.00
			LANDSCAPE MAINT - JAN 23											
1/18/23	00006	1/16/23	2228623	202212	310-51300-31100						DEWBERRY ENGINEERS, INC.	*	1,020.00	1,020.00
			GENERAL ENGINEER - DEC 22											
1/18/23	00001	1/01/23	101	202301	310-51300-34000						MANAGEMENT FEES - JAN 23	*	3,154.42	3,154.42
			101	202301	310-51300-35200						WEBSITE ADMIN - JAN 23	*	62.50	62.50
			101	202301	310-51300-35100						INFO TECHNOLOGY - JAN 23	*	93.75	93.75
			101	202301	310-51300-31300						DISSEMINATION - JAN 23	*	416.67	416.67
			101	202301	310-51300-51000						OFFICE SUPPLIES	*	.15	.15
			101	202301	310-51300-42000						POSTAGE	*	2.85	2.85
			101	202301	310-51300-42500						COPIES	*	19.95	19.95
			102	202301	320-53800-12000						FIELD MANAGEMENT - JAN 23	*	1,312.50	1,312.50
											GOVERNMENTAL MANAGEMENT SERVICES-			
1/18/23	00002	1/12/23	107385	202212	310-51300-31500						CONVEY/BOS MTG/AUDIT LTFR	*	1,057.00	1,057.00
											LATHAM, LUNA, EDEN& BEAUDINE, LLP			
1/20/23	00009	1/20/23	01202023	202301	300-20700-10100						ASSESSMENT TXFER - S2018	*	196,285.86	196,285.86
											DOWDEN WEST CDD/US BANK			
											TOTAL FOR BANK A		248,756.59	248,756.59
											TOTAL FOR REGISTER		248,756.59	248,756.59

DOWD DOWDEN WEST MBYINGTON

SECTION 2

Dowden West
Community Development District

Unaudited Financial Reporting
December 31, 2022



Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2-3	<hr/>	<u>General Fund</u>
4	<hr/>	<u>Debt Service Fund Series 2018</u>
5	<hr/>	<u>Capital Projects Fund Series 2018</u>
6-7	<hr/>	<u>Month to Month</u>
8	<hr/>	<u>Long Term Debt Report</u>
9	<hr/>	<u>Series 2018 Construction Schedule</u>
10	<hr/>	<u>Assessment Receipt Schedule</u>

Dowden West
Community Development District
Combined Balance Sheet
December 31, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 96,388	\$ -	\$ -	\$ 96,388
Investments:				
Series 2018				
Reserve	\$ -	\$ 209,945	\$ -	\$ 209,945
Revenue	\$ -	\$ 16,813	\$ -	\$ 16,813
Construction	\$ -	\$ -	\$ 10,297	\$ 10,297
Due from General Fund	\$ -	\$ 40,603	\$ -	\$ 40,603
Total Assets	\$ 96,388	\$ 267,361	\$ 10,297	\$ 374,046
Liabilities:				
Accounts Payable	\$ 2,677	\$ -	\$ -	\$ 2,677
Due to Debt Service	\$ 40,603	\$ -	\$ -	\$ 40,603
Total Liabilities	\$ 43,280	\$ -	\$ -	\$ 43,280
Fund Balance:				
Restricted for:				
Debt Service 2018	\$ -	\$ 267,361	\$ -	\$ 267,361
Capital Projects - Series 2018	\$ -	\$ -	\$ 10,297	\$ 10,297
Unassigned	\$ 53,107	\$ -	\$ -	\$ 53,107
Total Fund Balances	\$ 53,107	\$ 267,361	\$ 10,297	\$ 330,765
Total Liabilities & Fund Balance	\$ 96,388	\$ 267,361	\$ 10,297	\$ 374,046

Dowden West
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 451,014	\$ 45,309	\$ 45,309	\$ -
Assessments - Direct	\$ 154,442	\$ 77,220	\$ 77,220	\$ -
Total Revenues	\$ 605,457	\$ 122,529	\$ 122,529	\$ -
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 4,800	\$ 1,200	\$ 200	\$ 1,000
FICA Expense	\$ 367	\$ 92	\$ 15	\$ 76
Engineering	\$ 12,000	\$ 3,000	\$ 3,370	\$ (370)
Attorney	\$ 25,000	\$ 6,250	\$ 4,746	\$ 1,504
Arbitrage	\$ 900	\$ 450	\$ 450	\$ -
Dissemination Fees	\$ 7,000	\$ 1,750	\$ 1,250	\$ 500
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 7,000	\$ 1,010	\$ 1,010	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 37,853	\$ 9,463	\$ 9,463	\$ (0)
Information Technology	\$ 1,125	\$ 281	\$ 281	\$ -
Website Maintenance	\$ 750	\$ 188	\$ 188	\$ -
Telephone	\$ 300	\$ 75	\$ -	\$ 75
Postage	\$ 1,000	\$ 250	\$ 20	\$ 230
Printing & Binding	\$ 1,000	\$ 250	\$ 14	\$ 236
Insurance	\$ 6,684	\$ 6,684	\$ 5,988	\$ 696
Legal Advertising	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Other Current Charges	\$ 2,000	\$ 500	\$ 116	\$ 384
Office Supplies	\$ 500	\$ 125	\$ 1	\$ 124
Property Appraiser	\$ 250	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 123,704	\$ 37,993	\$ 32,287	\$ 5,706

Dowden West
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<u>Operations & Maintenance</u>				
Contract Services				
Field Management	\$ 15,750	\$ 3,938	\$ 3,938	\$ -
Landscape Maintenance	\$ 283,944	\$ 70,986	\$ 49,975	\$ 21,011
Lake Maintenance	\$ 12,900	\$ 3,225	\$ 1,800	\$ 1,425
Mitigation Monitoring	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Repairs & Maintenance				
General Repairs & Maintenance	\$ 2,500	\$ 625	\$ 882	\$ (257)
Operating Supplies	\$ 500	\$ 125	\$ -	\$ 125
Landscape Replacement	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Irrigation Repairs	\$ 3,000	\$ 750	\$ -	\$ 750
Alleyway Maintenance	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Signage	\$ 3,500	\$ 875	\$ -	\$ 875
Utilities				
Electric	\$ 2,000	\$ 500	\$ 254	\$ 246
Water & Sewer	\$ 20,000	\$ 5,000	\$ 9,485	\$ (4,485)
Streetlights	\$ 107,475	\$ 26,869	\$ 13,457	\$ 13,412
Other				
Contingency	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Property Insurance	\$ 5,184	\$ 5,184	\$ 4,752	\$ 432
Total Operations & Maintenance	\$ 481,753	\$ 124,326	\$ 84,542	\$ 39,784
Total Expenditures	\$ 605,457	\$ 162,319	\$ 116,829	\$ 45,490
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 5,700	
Fund Balance - Beginning	\$ -	\$ -	\$ 47,408	
Fund Balance - Ending	\$ -	\$ -	\$ 53,107	

Dowden West

Community Development District

Debt Service Fund Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 419,890	\$ 42,268	\$ 42,268	\$ -
Interest	\$ -	\$ -	\$ 1,410	\$ 1,410
Total Revenues	\$ 419,890	\$ 42,268	\$ 43,678	\$ 1,410
Expenditures:				
Interest - 11/1	\$ 158,794	\$ 158,794	\$ 158,794	\$ -
Principal - 5/1	\$ 100,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 158,794	\$ -	\$ -	\$ -
Total Expenditures	\$ 417,588	\$ 158,794	\$ 158,794	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,303		\$ (115,116)	
Fund Balance - Beginning	\$ 167,729		\$ 382,477	
Fund Balance - Ending	\$ 170,032		\$ 267,361	

Dowden West

Community Development District

Capital Projects Fund Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
Revenues				
Interest	\$ -	\$ -	\$ 45	\$ 45
Total Revenues	\$ -	\$ -	\$ 45	\$ 45
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 45	
Fund Balance - Beginning	\$ -	\$ -	\$ 10,253	
Fund Balance - Ending	\$ -	\$ -	\$ 10,297	

Dowden West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 9,023	\$ 36,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,309
Assessments - Direct	\$ -	\$ 77,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,220
Total Revenues	\$ -	\$ 86,243	\$ 36,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,529
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
FICA Expense	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15
Engineering	\$ 1,755	\$ 595	\$ 1,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,370
Attorney	\$ 2,536	\$ 1,153	\$ 1,057	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,746
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination Fees	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ 1,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,010
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 3,154	\$ 3,154	\$ 3,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,463
Information Technology	\$ 94	\$ 94	\$ 94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 281
Website Maintenance	\$ 63	\$ 63	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 12	\$ 2	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20
Printing & Binding	\$ 4	\$ -	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14
Insurance	\$ 5,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,988
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 38	\$ 38	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116
Office Supplies	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 20,246	\$ 5,731	\$ 6,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,287

Dowden West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Contract Services													
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,938
Landscape Maintenance	\$ 14,501	\$ 17,737	\$ 17,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,975
Lake Maintenance	\$ 600	\$ 600	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800
Mitigation Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance													
General Repairs & Maintenance	\$ 635	\$ -	\$ 247	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 882
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alleyway Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities													
Electric	\$ 84	\$ 84	\$ 86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254
Water & Sewer	\$ 3,680	\$ -	\$ 5,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,485
Streetslights	\$ 4,486	\$ 4,484	\$ 4,487	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,457
Other													
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Insurance	\$ 4,752	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,752
Total Operations & Maintenance	\$ 30,051	\$ 24,217	\$ 30,274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,542
Total Expenditures	\$ 50,297	\$ 29,949	\$ 36,584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,829
Excess Revenues (Expenditures)	\$ (50,297)	\$ 56,294	\$ (298)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,700

Dowden West
Community Development District
Long Term Debt Summary

SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	4.35%, 4.85%, 5.40%, 5.55%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$209,945
RESERVE FUND BALANCE	\$209,945
BONDS OUTSTANDING - 02/08/18	\$6,170,000
LESS: PRINCIPAL PAYMENT - 05/01/20	(\$90,000)
LESS: PRINCIPAL PAYMENT - 05/01/21	(\$95,000)
LESS: PRINCIPAL PAYMENT - 05/01/22	(\$100,000)
CURRENT BONDS OUTSTANDING	\$5,885,000

Dowden West

Community Development District

Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2022				
11/3/21	8	SOS Solar Inc d/b/a Viasol Lighting	Solar lighting deposit invoice #VL200287	\$36,192.00
1/4/22	9	Dewberry Engineers	Invoice: 1998444-A - Construction Engineering Services July 2021	\$300.00
5/26/22	10	SOS Solar Inc d/b/a Viasol Lighting	Solar lighting completion invoice #20-1133	\$9,048.00
TOTAL				\$45,540.00

Fiscal Year 2022				
10/1/21		Interest		\$0.23
11/1/21		Interest		\$0.24
12/1/21		Interest		\$0.09
1/1/22		Interest		\$0.08
2/1/22		Interest		\$0.08
3/1/22		Interest		\$0.07
4/1/22		Interest		\$0.08
5/1/22		Interest		\$0.08
6/1/22		Interest		\$0.07
7/1/22		Interest		\$0.04
8/1/22		Interest		\$0.04
9/1/22		Interest		\$6.76
TOTAL				\$7.86

Project (Construction) Fund at 09/30/21	\$55,784.77
Interest Earned thru 09/30/22	\$7.86
Requisitions Paid thru 09/30/22	(\$45,540.00)
Remaining Project (Construction) Fund	\$10,252.63

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2023				
TOTAL				\$0.00

Fiscal Year 2023				
10/1/22		Interest		\$12.64
11/1/22		Interest		\$15.52
12/1/22		Interest		\$16.48
TOTAL				\$44.64

Project (Construction) Fund at 09/30/22	\$10,252.63
Interest Earned thru 12/31/22	\$44.64
Requisitions Paid thru 12/31/22	\$0.00
Remaining Project (Construction) Fund	\$10,297.27

Dowden West
 Community Development District
 Special Assessment Receipt Schedule
 Fiscal Year 2023

Gross Assessments \$ 479,802.77 \$ 447,600.00 \$ 927,402.77
 Net Assessments \$ 451,014.60 \$ 420,744.00 \$ 871,758.60

51.74% 48.26% 100.00%

ON ROLL ASSESSMENTS

Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Series 2018 Debt Service	Total
11/16/22	#2	10/22/22 - 11/01/22	\$3,593.65	\$0.00	(\$143.75)	\$0.00	\$3,449.90	\$1,784.85	\$1,665.05	\$3,449.90
11/23/22	#3	11/02/22 - 11/08/22	\$14,574.28	\$0.00	(\$582.98)	\$0.00	\$13,991.30	\$7,238.56	\$6,752.74	\$13,991.30
12/07/22	#4	11/09/22 - 11/17/22	\$4,392.25	\$0.00	(\$175.69)	\$0.00	\$4,216.56	\$2,181.49	\$2,035.07	\$4,216.56
12/14/22	#5	11/18/22 - 11/21/22	\$64,685.74	\$0.00	(\$2,587.47)	\$371.40	\$62,469.67	\$32,319.42	\$30,150.25	\$62,469.67
12/21/22	#6	11/22/22 - 11/26/22	\$3,593.66	\$0.00	(\$143.75)	\$0.00	\$3,449.91	\$1,784.85	\$1,665.06	\$3,449.91
TOTAL			\$ 90,839.58	\$ -	\$ (3,633.64)	\$ 371.40	\$ 87,577.34	\$ 45,305.17	\$ 42,268.17	\$ 87,577.34

10%	Net Percent Collected
\$ 784,181.26	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Date Received	Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance
11/8/22	11/1/22	33613	\$77,219.65	\$77,219.65	\$77,219.65
	2/1/23		\$38,609.83	\$0.00	\$0.00
	5/1/23		\$38,609.83	\$0.00	\$0.00
TOTAL			\$154,439.30	\$77,219.65	\$77,219.65

Mattamy Homes - Beachline South Residential
 2023-01

SECTION 3

REBATE REPORT

\$6,170,000

Dowden West Community Development District

(Orlando, Florida)

Special Assessment Revenue Bonds,

Series 2018

Dated: December 21, 2018
Delivered: December 21, 2018

Rebate Report to the Computation Date
December 21, 2023
Reflecting Activity To
November 30, 2022



AMTEC

TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Project Fund	13
Arbitrage Rebate Calculation Detail Report – Debt Service Reserve Fund	14
Arbitrage Rebate Calculation Detail Report – Capitalized Interest Fund	16
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credits	17



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

December 15, 2022

Dowden West Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$6,170,000 Dowden West Community Development District (Orlando, Florida),
Special Assessment Revenue Bonds, Series 2018

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Dowden West Community Development District (the “District”)

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebutable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebutable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebutable Arbitrage.

We have scheduled our next Report as of December 21, 2023, the Computation Date. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the December 21, 2023 Computation Date
Reflecting Activity from December 21, 2018 through November 30, 2022

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Project Fund	0.209634%	12,773.92	(396,278.66)
Debt Service Reserve Fund	0.196728%	1,629.36	(50,551.73)
Capitalized Interest Fund	0.268666%	498.21	(12,143.26)
Totals	0.209675%	\$14,901.49	\$(458,973.65)
Bond Yield	5.444652%		
Rebate Computation Credits			(6,194.35)
Net Rebatable Arbitrage			\$(465,168.00)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from December 21, 2018, the date of the closing, to November 30, 2022, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of December 21, 2023.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between December 21, 2018 and November 30, 2022, the District made periodic payments into the Interest, Principal, Revenue, Capitalized Interest and Prepayment Funds (collectively, the "Debt Service Funds") that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Funds and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

December 21, 2023.

7. Computation Period

The period beginning on December 21, 2018, the date of the closing, and ending on November 30, 2022.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and U.S. Bank, Trustee, as follows:

Name	Number
Revenue	223368000
Interest	223368001
Principal	223368002
Debt Service Reserve	223368003
Prepayment	223368004
Project	223368005
Capitalized Interest	223368006

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of November 30, 2022, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to December 21, 2023. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on December 21, 2023, is the Rebateable Arbitrage.

\$6,170,000
Dowden West Community Development District
(Orlando, Florida)
Special Assessment Revenue Bonds,
Series 2018
Delivered: December 21, 2018

Sources of Funds

Par Amount	\$6,170,000.00
Total	\$6,170,000.00

Uses of Funds

Project Fund	\$5,305,501.25
Debt Service Reserve Fund	209,945.00
Capitalized Interest Fund	284,153.75
Cost of Issuance	247,000.00
Underwriter's Discount	123,400.00
Total	\$6,170,000.00

PROOF OF ARBITRAGE YIELD

\$6,170,000
Dowden West Community Development District
(Orlando, Florida)
Special Assessment Revenue Bonds,
Series 2018

Date	Debt Service	Present Value to 12/21/2018 @ 5.4446520009%
05/01/2019	119,161.25	116,871.99
11/01/2019	164,992.50	157,534.16
05/01/2020	254,992.50	237,013.51
11/01/2020	163,035.00	147,523.67
05/01/2021	258,035.00	227,297.48
11/01/2021	160,968.75	138,036.12
05/01/2022	260,968.75	217,858.66
11/01/2022	158,793.75	129,049.07
05/01/2023	258,793.75	204,743.64
11/01/2023	156,618.75	120,624.50
05/01/2024	261,618.75	196,153.39
11/01/2024	154,072.50	112,457.19
05/01/2025	264,072.50	187,637.84
11/01/2025	151,405.00	104,730.37
05/01/2026	266,405.00	179,394.83
11/01/2026	148,616.25	97,424.69
05/01/2027	273,616.25	174,614.28
11/01/2027	145,585.00	90,446.06
05/01/2028	275,585.00	166,672.43
11/01/2028	142,432.50	83,859.53
05/01/2029	277,432.50	159,014.17
11/01/2029	139,158.75	77,646.91
05/01/2030	284,158.75	154,351.14
11/01/2030	135,243.75	71,515.66
05/01/2031	285,243.75	146,836.92
11/01/2031	131,193.75	65,745.71
05/01/2032	291,193.75	142,059.89
11/01/2032	126,873.75	60,255.45
05/01/2033	296,873.75	137,256.06
11/01/2033	122,283.75	55,038.13
05/01/2034	302,283.75	132,447.83
11/01/2034	117,423.75	50,086.55
05/01/2035	307,423.75	127,654.98
11/01/2035	112,293.75	45,393.23
05/01/2036	312,293.75	122,894.93
11/01/2036	106,893.75	40,950.40
05/01/2037	316,893.75	118,182.90
11/01/2037	101,223.75	36,750.10
05/01/2038	321,223.75	113,532.17
11/01/2038	95,283.75	32,784.25
05/01/2039	330,283.75	110,628.95
11/01/2039	88,938.75	29,000.65
05/01/2040	333,938.75	106,003.14
11/01/2040	82,140.00	25,382.93
05/01/2041	342,140.00	102,926.23
11/01/2041	74,925.00	21,942.40
05/01/2042	349,925.00	99,762.54
11/01/2042	67,293.75	18,676.80
05/01/2043	357,293.75	96,535.77
11/01/2043	59,246.25	15,583.28
05/01/2044	369,246.25	94,547.32
11/01/2044	50,643.75	12,623.92
05/01/2045	375,643.75	91,154.82
11/01/2045	41,625.00	9,833.15
05/01/2046	386,625.00	88,912.68
11/01/2046	32,051.25	7,175.53
05/01/2047	397,051.25	86,534.77

PROOF OF ARBITRAGE YIELD

\$6,170,000
 Dowden West Community Development District
 (Orlando, Florida)
 Special Assessment Revenue Bonds,
 Series 2018

Date	Debt Service	Present Value to 12/21/2018 @ 5.4446520009%
11/01/2047	21,922.50	4,651.25
05/01/2048	406,922.50	84,047.75
11/01/2048	11,238.75	2,259.79
05/01/2049	416,238.75	81,475.53
	12,817,996.25	6,170,000.00

Proceeds Summary

Delivery date	12/21/2018
Par Value	6,170,000.00
Target for yield calculation	6,170,000.00

BOND DEBT SERVICE

\$6,170,000
Dowden West Community Development District
(Orlando, Florida)
Special Assessment Revenue Bonds,
Series 2018

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
12/21/2018				
05/01/2019		119,161.25	119,161.25	119,161.25
11/01/2019		164,992.50	164,992.50	
05/01/2020	90,000	164,992.50	254,992.50	419,985.00
11/01/2020		163,035.00	163,035.00	
05/01/2021	95,000	163,035.00	258,035.00	421,070.00
11/01/2021		160,968.75	160,968.75	
05/01/2022	100,000	160,968.75	260,968.75	421,937.50
11/01/2022		158,793.75	158,793.75	
05/01/2023	100,000	158,793.75	258,793.75	417,587.50
11/01/2023		156,618.75	156,618.75	
05/01/2024	105,000	156,618.75	261,618.75	418,237.50
11/01/2024		154,072.50	154,072.50	
05/01/2025	110,000	154,072.50	264,072.50	418,145.00
11/01/2025		151,405.00	151,405.00	
05/01/2026	115,000	151,405.00	266,405.00	417,810.00
11/01/2026		148,616.25	148,616.25	
05/01/2027	125,000	148,616.25	273,616.25	422,232.50
11/01/2027		145,585.00	145,585.00	
05/01/2028	130,000	145,585.00	275,585.00	421,170.00
11/01/2028		142,432.50	142,432.50	
05/01/2029	135,000	142,432.50	277,432.50	419,865.00
11/01/2029		139,158.75	139,158.75	
05/01/2030	145,000	139,158.75	284,158.75	423,317.50
11/01/2030		135,243.75	135,243.75	
05/01/2031	150,000	135,243.75	285,243.75	420,487.50
11/01/2031		131,193.75	131,193.75	
05/01/2032	160,000	131,193.75	291,193.75	422,387.50
11/01/2032		126,873.75	126,873.75	
05/01/2033	170,000	126,873.75	296,873.75	423,747.50
11/01/2033		122,283.75	122,283.75	
05/01/2034	180,000	122,283.75	302,283.75	424,567.50
11/01/2034		117,423.75	117,423.75	
05/01/2035	190,000	117,423.75	307,423.75	424,847.50
11/01/2035		112,293.75	112,293.75	
05/01/2036	200,000	112,293.75	312,293.75	424,587.50
11/01/2036		106,893.75	106,893.75	
05/01/2037	210,000	106,893.75	316,893.75	423,787.50
11/01/2037		101,223.75	101,223.75	
05/01/2038	220,000	101,223.75	321,223.75	422,447.50
11/01/2038		95,283.75	95,283.75	
05/01/2039	235,000	95,283.75	330,283.75	425,567.50
11/01/2039		88,938.75	88,938.75	
05/01/2040	245,000	88,938.75	333,938.75	422,877.50
11/01/2040		82,140.00	82,140.00	
05/01/2041	260,000	82,140.00	342,140.00	424,280.00
11/01/2041		74,925.00	74,925.00	
05/01/2042	275,000	74,925.00	349,925.00	424,850.00
11/01/2042		67,293.75	67,293.75	
05/01/2043	290,000	67,293.75	357,293.75	424,587.50
11/01/2043		59,246.25	59,246.25	
05/01/2044	310,000	59,246.25	369,246.25	428,492.50
11/01/2044		50,643.75	50,643.75	
05/01/2045	325,000	50,643.75	375,643.75	426,287.50
11/01/2045		41,625.00	41,625.00	
05/01/2046	345,000	41,625.00	386,625.00	428,250.00
11/01/2046		32,051.25	32,051.25	
05/01/2047	365,000	32,051.25	397,051.25	429,102.50

BOND DEBT SERVICE

\$6,170,000

Dowden West Community Development District
(Orlando, Florida)
Special Assessment Revenue Bonds,
Series 2018

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
11/01/2047		21,922.50	21,922.50	
05/01/2048	385,000	21,922.50	406,922.50	428,845.00
11/01/2048		11,238.75	11,238.75	
05/01/2049	405,000	11,238.75	416,238.75	427,477.50
	6,170,000	6,647,996.25	12,817,996.25	12,817,996.25

\$6,170,000
Dowden West Community Development District
(Orlando, Florida)
Special Assessment Revenue Bonds,
Series 2018
Project Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
12/21/18	Beg Bal	-5,305,501.25	-6,940,246.08
03/15/19		-12,614.24	-16,295.43
10/23/19		1,207.00	1,509.33
10/23/19		1,005.00	1,256.73
11/05/19		-967.57	-1,207.76
11/22/19		4,613,643.00	5,744,365.71
11/25/19		-4,613,598.00	-5,741,738.78
11/25/19		4,613,643.00	5,741,794.79
06/01/20		4,387.50	5,310.89
07/23/20		7,315.00	8,786.07
07/19/21		646,268.67	736,076.23
07/22/21		2,150.00	2,447.67
11/03/21		36,192.00	40,586.59
01/04/22		300.00	333.38
05/26/22		9,048.00	9,843.90
11/30/22	MMkt Bal	10,280.79	10,882.21
11/30/22	MMkt Acc	15.02	15.90

12/21/23	TOTALS:	12,773.92	-396,278.66

ISSUE DATE:	12/21/18	REBATABLE ARBITRAGE:	-396,278.66
COMP DATE:	12/21/23	NET INCOME:	12,773.92
BOND YIELD:	5.444652%	TAX INV YIELD:	0.209634%

\$6,170,000
Dowden West Community Development District
(Orlando, Florida)
Special Assessment Revenue Bonds,
Series 2018
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
12/21/18	Beg Bal	-209,945.00	-274,633.80
01/03/19		18.98	24.78
02/04/19		53.49	69.52
03/04/19		48.32	62.52
04/02/19		53.49	68.92
05/02/19		51.77	66.41
06/04/19		53.49	68.29
07/02/19		51.77	65.82
08/01/19		44.58	56.43
09/04/19		35.66	44.92
10/02/19		31.06	38.96
11/04/19		26.75	33.40
12/03/19		25.88	32.17
01/03/20		26.75	33.10
02/04/20		26.67	32.85
03/03/20		22.08	27.08
04/02/20		9.95	12.15
05/04/20		1.72	2.09
06/02/20		1.78	2.15
07/02/20		1.03	1.24
08/04/20		0.98	1.18
09/02/20		0.89	1.06
10/02/20		0.86	1.02
11/03/20		0.89	1.05
12/02/20		0.86	1.01
01/05/21		0.89	1.04
02/02/21		0.89	1.04
03/02/21		0.81	0.94
04/02/21		0.89	1.03
05/04/21		0.86	0.99
06/02/21		0.89	1.02
07/02/21		0.86	0.98
08/03/21		0.89	1.01
09/02/21		0.89	1.01
10/04/21		0.86	0.97
11/02/21		0.89	1.00
12/02/21		0.86	0.96
01/04/22		0.89	0.99
02/02/22		0.89	0.98
03/02/22		0.81	0.89
04/04/22		0.89	0.98
05/03/22		0.86	0.94
06/02/22		0.89	0.97
07/05/22		0.86	0.93
08/02/22		0.89	0.96
09/02/22		138.48	148.52
10/04/22		258.94	276.39

\$6,170,000
Dowden West Community Development District
(Orlando, Florida)
Special Assessment Revenue Bonds,
Series 2018
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
11/02/22		317.51	337.49
11/30/22	MMkt Bal	209,945.00	222,226.64
11/30/22	MMkt Acc	307.27	325.25

12/21/23	TOTALS:	1,629.36	-50,551.73

ISSUE DATE:	12/21/18	REBATABLE ARBITRAGE:	-50,551.73
COMP DATE:	12/21/23	NET INCOME:	1,629.36
BOND YIELD:	5.444652%	TAX INV YIELD:	0.196728%

\$6,170,000
 Dowden West Community Development District
 (Orlando, Florida)
 Special Assessment Revenue Bonds,
 Series 2018
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
12/21/18	Beg Bal	-284,153.75	-371,707.94
01/03/19		-18.98	-24.78
02/04/19		-53.49	-69.52
03/04/19		-48.32	-62.52
04/02/19		-53.49	-68.92
05/01/19		119,161.25	152,882.89
05/02/19		-51.77	-66.41
06/04/19		-53.49	-68.29
07/02/19		-51.77	-65.82
08/02/19		-44.58	-56.42
09/04/19		-35.66	-44.92
10/02/19		-31.06	-38.96
11/01/19		164,992.50	206,074.00
11/04/19		-26.75	-33.40
11/05/19		967.57	1,207.76

12/21/23	TOTALS:	498.21	-12,143.26

ISSUE DATE: 12/21/18 REBATABLE ARBITRAGE: -12,143.26
 COMP DATE: 12/21/23 NET INCOME: 498.21
 BOND YIELD: 5.444652% TAX INV YIELD: 0.268666%

\$6,170,000
Dowden West Community Development District
(Orlando, Florida)
Special Assessment Revenue Bonds,
Series 2018
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
12/21/19		-1,730.00	-2,144.69
12/21/20		-1,760.00	-2,067.77
12/21/21		-1,780.00	-1,981.89

12/21/23	TOTALS:	-5,270.00	-6,194.35

ISSUE DATE: 12/21/18 REBATABLE ARBITRAGE: -6,194.35
COMP DATE: 12/21/23
BOND YIELD: 5.444652%