



INTEROFFICE MEMORANDUM

July 8, 2019

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: Christopher R. Testerman, AICP, Deputy County Administrator *CRT*

SUBJECT: July 16, 2019 - Public Hearing
Westwood/OCC- Community Development District

The County has received a Petition (attached) to establish a Community Development District (CDD) for the Westwood/OCC, which is located on Westwood Boulevard, west of International Drive and north of Central Florida Parkway (see attached location map). The proposed project includes two hotels, parking structure and an amenity area. The subject parcel is approximately 20 acres in size.

CDD's are independent special districts created pursuant to Ch. 190 Florida Statutes. These districts typically provide developers with a mechanism to fund certain infrastructure via tax-exempt bonds and special assessments. The primary use of the bond proceeds for this project will be to fund infrastructure improvements and a parking garage.

As you may recall, a work session on CDDs was held on February 26, 2019, which provided an overview of CDD's, statutory framework and factors to be considered during the review process. In order for the BCC to approve the CDD, three actions are required. First, an ordinance must be approved at a public hearing granting the petition to establish the Westwood/OCC CDD. The ordinance includes the boundaries of the CDD, granting of powers and functions, and designating an initial board of supervisors.

Second, an Agreement for the CDD between the County and the Petitioner must be approved. Since the CDD will not be in existence or able to approve the Interlocal Agreement at the time of the public hearing, this agreement obligates the Petitioner, DCS Real Estate Investments VI, LLC to seek approval for the Interlocal Agreement from the CDD at a public meeting of the CDD.

In the Agreement for this CDD the Petitioner also accepts the condition waiving the right of the CDD to impose taxes or special assessment on property zoned

residential. For the purposes of this agreement, the term residential use does not include condominium hotel, timeshare units, hotels, resort rental, short term rental or similar uses.

Lastly, an Interlocal Agreement between the County and the CDD is required to be approved. The Interlocal Agreement limits the amount of bonds the CDD can issue to \$80,000,000 and such debt shall not be issued with a final maturity greater than 33 years from the date amortization begins.

Attached is the Petition, Ordinance, Agreement for Community Development District and Interlocal Agreement.

ACTION REQUESTED: Approval to conduct a Public Hearing to create the Community Development District and adopt an ordinance of the Board of County Commissioners for Orange County Florida, creating Westwood/OCC Community Development District pursuant to Chapter 190, Florida Statutes (2018); providing for the establishment and naming of the district; providing for the legal description of the external boundaries of the district; providing for findings of fact; providing the functions and powers of the district; designating the members of the district's Board of Supervisors; providing for the applicable filing fee; providing for compliance with Chapter 190, Florida Statutes, and all other applicable laws and ordinances; providing for repeal in the absence of an interlocal agreement; providing for severability; and providing an effective date.

Approval of an Agreement for the Community Development District.

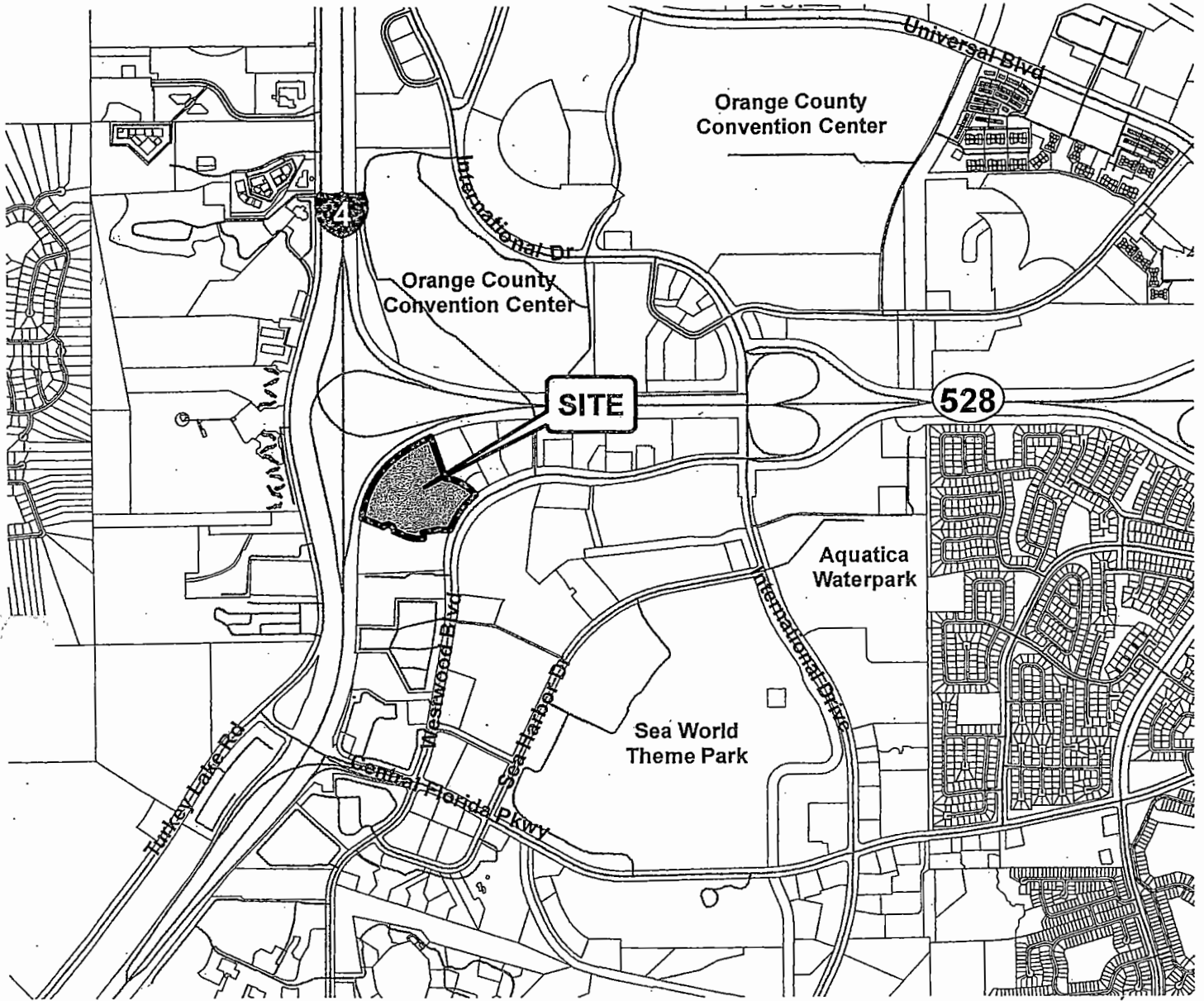
**Approval of an Interlocal Agreement between Orange County, Florida and Westwood/OCC Community Development District regarding the Exercise of Powers and Cooperation on Various Projects.
District 1.**

Attachments



Westwood/OCC Site

Section 12; Township 24S; Range 28E
Orange County, Florida



Legend



NOTES

- 1) This is not a survey.
- 2) This map is for planning and permitting activity for the above named project and should be used for those purposes only.

Location Map



DONALD W. McINTOSH ASSOCIATES, INC.
CIVIL ENGINEERS - LAND PLANNERS - SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789
PHONE 407.644.4068 FAX 407.644.8318

**PETITION TO ESTABLISH
WESTWOOD/OCC
COMMUNITY DEVELOPMENT DISTRICT**

Submitted by:

Michael C. Eckert
Florida Bar No. 080314
Michelle K. Rigoni
Florida Bar No. 124758
Hopping Green & Sams PA
119 S. Monroe St., Suite 300
Tallahassee, Florida 32301
Phone: (850) 222-7500
Fax: (850) 224-8551

Attorneys for Petitioner

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
ORANGE COUNTY, FLORIDA**

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, DCS Real Estate Investments VI, LLC, (hereafter "Petitioner"), hereby petitions the Board of County Commissioners of Orange County, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes* (2018), to establish the Westwood/OCC Community Development District (hereafter the "District") with respect to the land described herein. In support of this petition, Petitioner states:

1. **LOCATION AND SIZE.** The proposed District is located entirely within Orange County, Florida (hereafter "County"). **Exhibit 1** depicts the general location of the project. The proposed District covers approximately 20 acres of land. The site is located in the area generally located southwest of International Drive, north of the Central Florida Parkway, and east of Interstate 4. The metes and bounds description of the external boundaries of the District is set forth in **Exhibit 2**.

2. **EXCLUDED PARCELS.** There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. **LANDOWNER CONSENT.** Petitioner has obtained written consent to establish the District from the landowners of one hundred percent (100%) of the real property located within the District in accordance with section 190.005, *Florida Statutes* (2018). Documentation of this consent is contained in **Exhibit 3**.

4. **INITIAL BOARD MEMBERS.** The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Randall Greene
Address: 17034 Medici Way
 Montverde, Florida 34756

Name: Rocky Owen
Address: 5585 Alligator Lake Road
St. Cloud, Florida 34772

Name: Andrew Gorrill
Address: 13308 Fountainbleau Drive
Clermont, Florida 34711

Name: Dewitt Holt
Address: 16230 Vetta Drive
Montverde, Florida 34756

Name: Tom Franklin
Address: 1368 East Vine Street
Kissimmee, Florida 34744

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. **NAME.** The proposed name of the District is the Westwood/OCC Community Development District.

6. **EXISTING LAND USES.** The existing land uses within and abutting the proposed District are depicted on **Exhibit 4**. The lands within the proposed District are presently undeveloped.

7. **FUTURE LAND USES.** The future general distribution, location, and extent of the public and private land uses proposed within the District are generally depicted on **Exhibit 5**.

8. **MAJOR WATER AND WASTEWATER FACILITIES.** **Exhibit 6** shows the current major trunk water mains and sewer interceptors and outfalls for the lands to be included within the proposed District.

9. **DISTRICT FACILITIES AND SERVICES.** **Exhibit 7** describes the type of facilities Petitioner presently expects the District to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. These facilities will serve the commercial development within the District. The estimated costs of constructing the

infrastructure serving the land within the proposed District are also identified in **Exhibit 8**. At present, these improvements are estimated to be made, acquired, constructed, and/or installed in two (2) phases, which will commence in 2020 with anticipated completion in 2025. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. STATEMENT OF ESTIMATED REGULATORY COSTS. **Exhibit 9** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of section 120.541, *Florida Statutes* (2018). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. AUTHORIZED AGENT. The Petitioner is authorized to do business in Florida. The authorized agent for the Petitioner is Michael C. Eckert. See **Exhibit 10**. Copies of all correspondence and official notices should also be sent to:

Michael C. Eckert
Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
MichaelE@hgslaw.com

12. This petition to establish the Westwood/OCC Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the County Comprehensive Plan.

b. The area of land within the proposed District is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Board of County Commissioners of the County to:

a. schedule a public hearing in accordance with the requirements of section 190.005(2)(b), *Florida Statutes* (2018); and

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2018).

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RESPECTFULLY SUBMITTED, this 30th day of August, 2018.

BY: _____



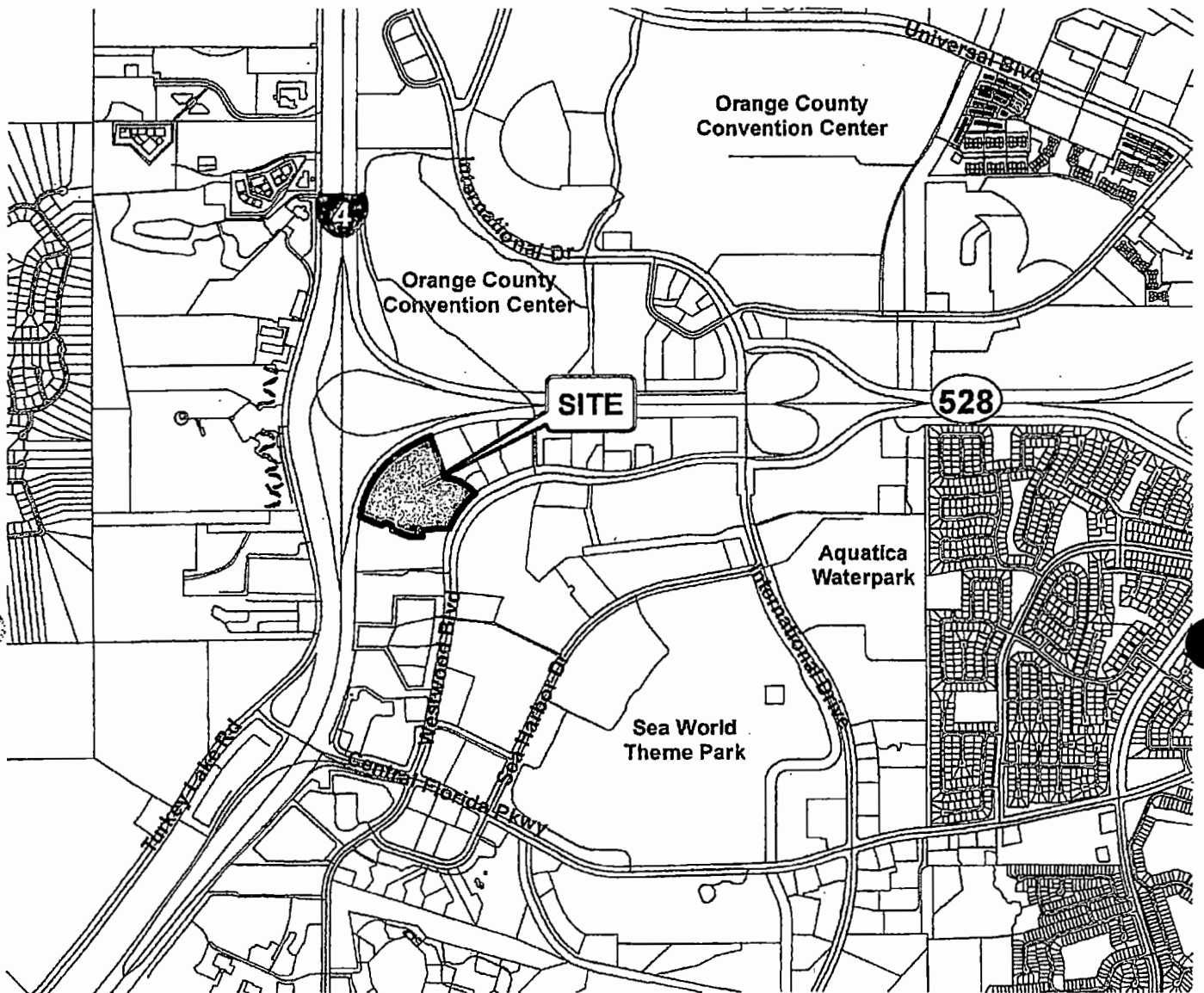
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Phone: (850) 222-7500
Fax: (850) 224-8551

Attorneys for Petitioner



Westwood/OCC Site

Section 12; Township 24S; Range 28E
Orange County, Florida



Legend

 CDD Boundary

NOTES

- 1) This is not a survey.
- 2) This map is for planning and permitting activity for the above named project and should be used for those purposes only.

Exhibit 1 Location Map



DONALD W. McINTOSH ASSOCIATES, INC.
CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789
PHONE 407.644.4068 FAX 407.644.8318

WESTWOOD
PART OF LOT 2
CS# 18-134

DESCRIPTION:

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

A portion of Lot 2, WESTWOOD, according to the plat thereof, as recorded in Plat Book 20, Pages 132 and 133, Public Records of Orange County, Florida, located in Section 12, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 2; said point lying on the westerly right-of-way line of Westwood Boulevard as shown on the plat of WESTWOOD BOULEVARD RIGHT-OF-WAY PHASE II, according to the plat thereof, as recorded in Plat Book 15, Page 80, Public Records of Orange County, Florida; thence run northerly along said westerly right-of-way line, the following two (2) courses and distances; run N 02°45'59" W, a distance of 29.32 feet to a point of curvature of a curve, concave easterly, having a radius of 1003.00 feet and a central angle of 24°47'31"; thence run northerly, along the arc of said curve, a distance of 434.00 feet to the POINT OF BEGINNING; thence run N 88°06'40" W, a distance of 143.93 feet; thence run S 80°58'52" W, a distance of 176.23 feet; thence run S 09°01'18" E, a distance of 68.10 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 353.50 feet and a central angle of 32°28'41"; thence on a chord bearing of N 84°12'05" W, run 200.38 feet along the arc of said curve to the point of tangency thereof; thence run N 67°57'44" W, a distance of 158.76 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 69.50 feet and a central angle of 143°57'34"; thence on a chord bearing of N 67°57'44" W, run 174.62 feet along the arc of said curve to a point; thence run N 67°57'44" W, a distance of 267.53 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 2201.83 feet and a central angle of 03°28'12", said point being on the limited access right-of-way line of Interstate No. 4 and the Beeline Expressway; thence run northerly along said limited access right-of-way line the following three (3) courses and distances; on a chord bearing of N 12°50'40" E, run 133.35 feet along the arc of said curve to the point of compound curvature with a curve, concave southeasterly, having a radius of 1055.92 feet and a central angle of 42°45'44"; thence run northeasterly, along the arc of said curve, a distance of 788.08 feet to the point of compound curvature with a curve, concave southeasterly, having a radius of 2201.83 feet and a central angle of 09°37'04"; thence run northeasterly, along the arc of said curve, a distance of 369.61 feet to a point, thence, departing said limited access right-of-way line, run S 19°25'14" E; a distance of 503.16 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 530.00 feet and a central angle of 43°14'08"; thence, on a chord bearing of S 60°52'56" E, run 399.94 feet along the arc of said curve to a point on the aforementioned westerly right-of-way-line of Westwood Boulevard; said point lying on a curve, concave southeasterly, having a radius of 1003.00 feet; thence, on a chord bearing of S 36°22'57" W, run 502.66 feet along the arc of said curve through a central angle of 28°42'51" to the POINT OF BEGINNING.

Containing 20.001 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**CONSENT AND JOINDER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that DCS Real Estate Investments VI, LLC ("Petitioner") intends to submit an application to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the sole owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of the Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[Remainder of page left intentionally blank]

Executed this 8 day of August, 2018.

DES REAL ESTATE INVESTMENTS II, LLC
By: DES INVESTMENT HOLDINGS GP, LLC
By: PAUL E SIMONSON, MANAGER

Witnessed:

[Signature]

[Signature] MANAGER

Print Name: RANDALL F. GREENE

[Signature]

By: _____

Its: _____

Print Name: ALAN SOMMER

STATE OF FLORIDA
COUNTY OF Orange

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared PAUL E SIMONSON, MANAGER of DES INVESTMENT HOLDINGS GP, LLC, a MANAGER of PETITIONER, who executed the foregoing instrument, acknowledged before me that s/he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 8th day of August, 2018.

[Signature]
Notary Public



Personally known: _____

Produced Identification:

Type of Identification: Drivers License

**Exhibit A
Property**

WESTWOOD
PART OF LOT 2
CS# 18-134

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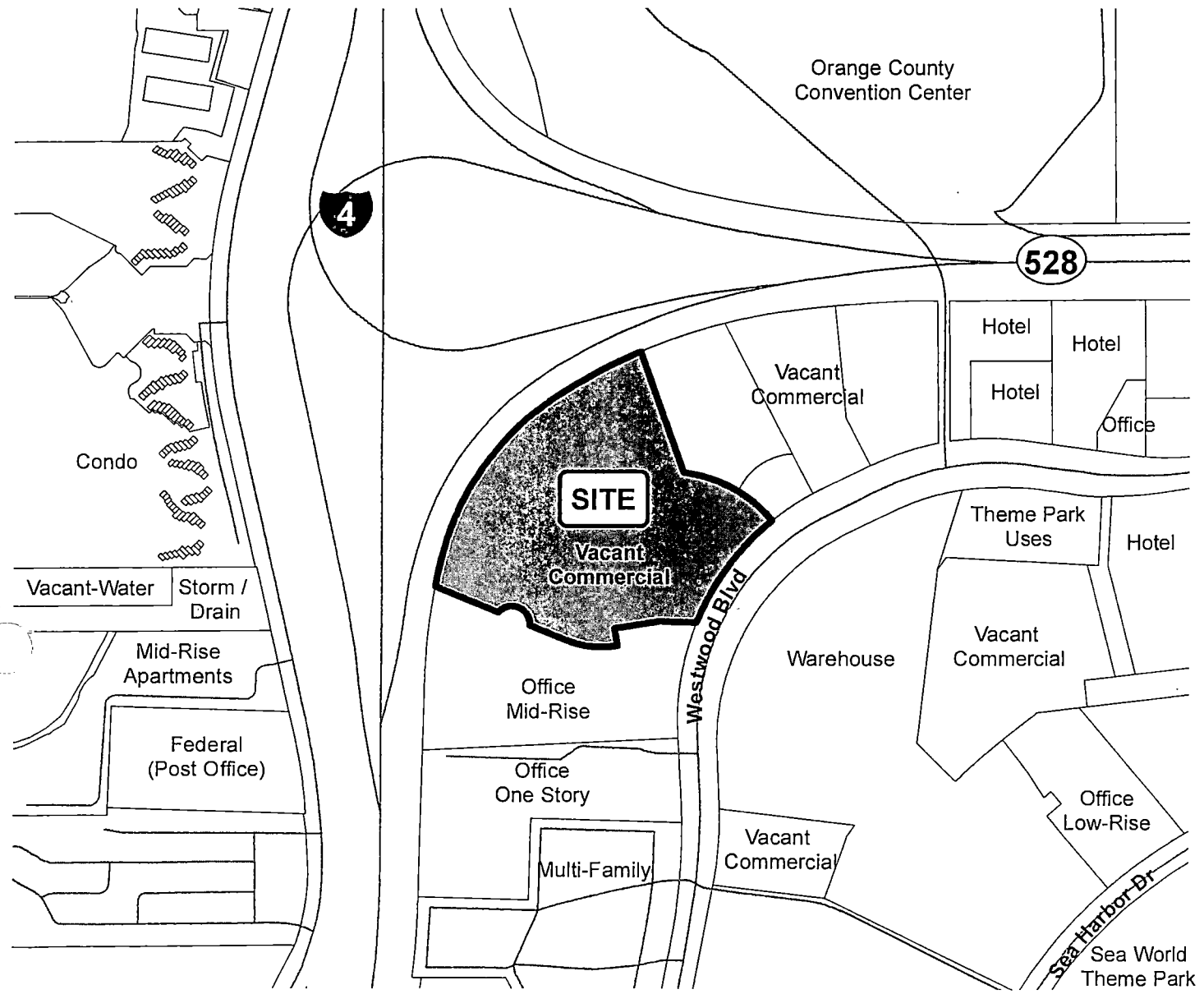
Containing 20.001 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



Westwood/OCC Site

Section 12; Township 24S; Range 28E

Orange County, Florida



Legend

 CDD Boundary

NOTES

- 1) This is not a survey.
- 2) This map is for planning and permitting activity for the above named project and should be used for those purposes only.
- 3) Existing land use data obtained from information located on the Orange County Property Appraiser website November 2017.

Exhibit 4 Existing Land Use Map

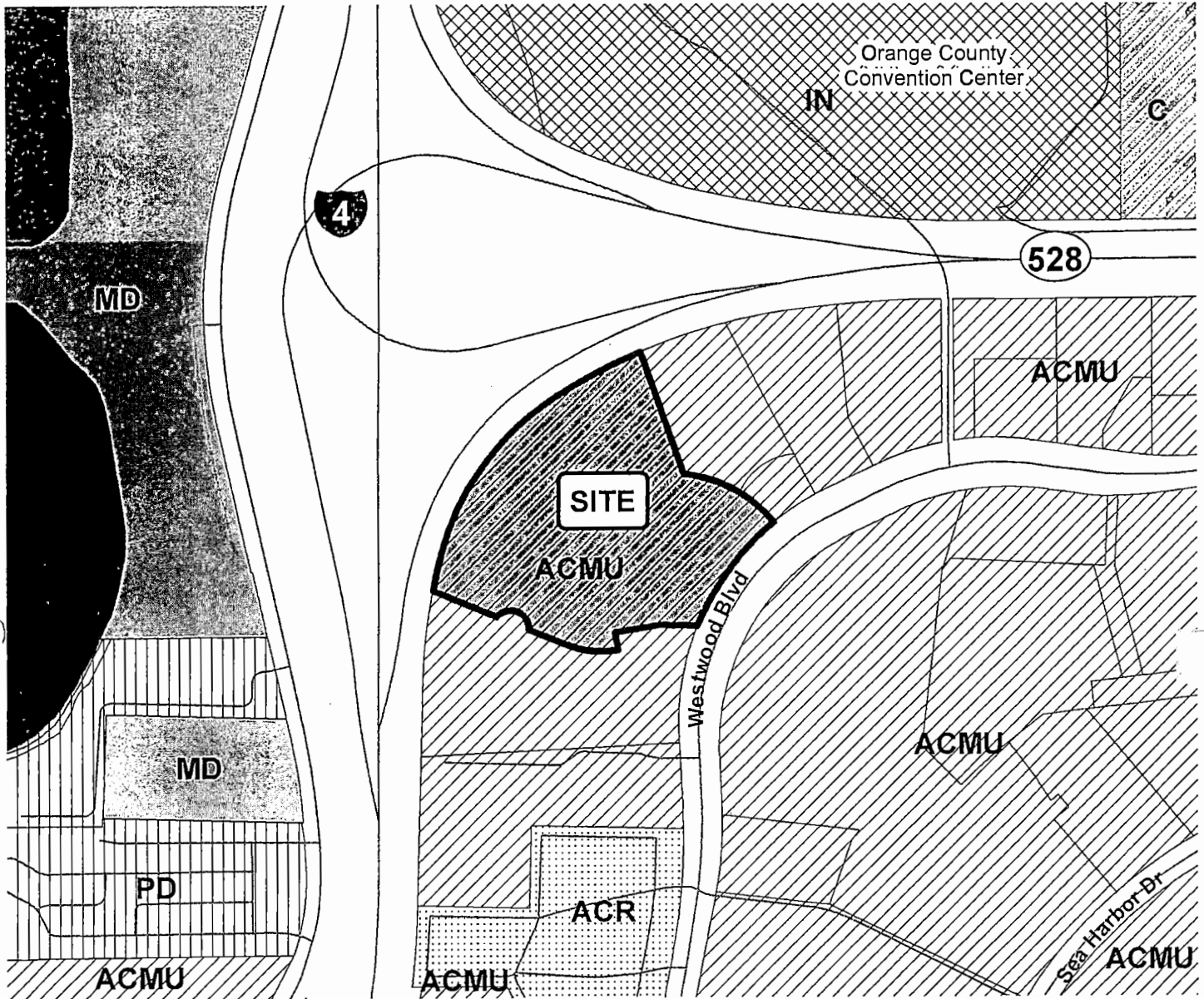


DONALD W. McINTOSH ASSOCIATES, INC.
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 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789
 PHONE 407.644.4068 FAX 407.644.8318



Westwood/OCC Site

Section 12; Township 24S; Range 28E
Orange County, Florida



Legend

- CDD Boundary
- Orange County Future Land Use**
- ACMU - Activity Center Mixed Use
- ACR - Activity Center Residential
- C - Commercial
- IN - Institutional
- MD - Medium Density Residential
- PD - Planned Development
- WB - Water Body

NOTES

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- 3) Future Land Use data obtained in digital format from Orange County GIS Planning Division effective November 2017.

Exhibit 5 Future Land Use Map



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Westwood/OCC Site

Section 12; Township 24S; Range 28E
Orange County, Florida

Orange County
Convention Center



SITE








Existing Orange County Utilities
20-inch Sewer Force Main
16-inch Reuse Main

Existing Orange County Utilities
8-inch Gravity Sewer Main &
24-inch Water Main

Existing Orange County Utilities
10 & 12-inch Water Main

Existing Orange County Utilities
15 & 18-inch Gravity Sewer Main &
12-inch Water Main

Legend

-  CDD Boundary
-  Sewer Manhole
-  Sewer Gravity Main
-  Water Main
-  Sewer Force Main
-  Reuse Water Main
-  Easting Flow Direction

NOTES

- 1) This is not a survey.
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- 3) Utility data obtained in digital format from Orange County Utilities effective October 2017.

Exhibit 6 Existing Utilites Map



DONALD W. McINTOSH ASSOCIATES, INC.
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Exhibit 7

PROPOSED FACILITIES AND SERVICES

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT

Facility	Financed By	Ownership	Operation and Maintenance
Roadway Improvements	CDD	County	County
Stormwater Management Facilities	CDD	CDD	CDD
Parking Garage	CDD	CDD	CDD
Utility Improvements (Water, Sewer)	CDD	County	County

Key:

CDD = Westwood/OCC Community Development District
County = Orange County, Florida

Exhibit 8

ESTIMATED COSTS OF PROPOSED FACILITIES AND SERVICES

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT

Facility	Estimated Cost
Roadway Improvements	\$ 1,500,000
Stormwater Management Facilities	\$ 1,000,000
Parking Garage	\$ 40,000,000
Utility Improvements (Water, Sewer)	\$ 2,500,000
Professional Fees and Soft Costs	\$ 6,750,000
Contingency	\$ 10,250,000
Total	\$ 62,000,000

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Westwood/OCC Community Development District** (the “District”). The proposed District comprises approximately 20 acres of land located within Orange County, Florida (hereafter “County”). The project is planned for two hotels containing approximately 1,200 rooms, a parking garage containing approximately 2,400 spaces and an amenity area. This SERC provides the information required by Sections 190.005 and 120.541, Florida Statutes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Westwood/OCC Community Development District

The District is designed to provide infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 20 acres.

The Development plan for the proposed lands within the District includes two hotels containing approximately 1,200 rooms, a parking garage containing approximately 2,400 spaces and an amenity area. Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Westwood. The scope of this SERC is limited to evaluating the estimated economic consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. (Orange County is not defined as a small county for purposes of this requirement). The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

¹ For the purposes of this SERC, the term “agency” means Orange County and the term “rule” means the ordinance(s) which Orange County will enact in connection with the creation of the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Westwood/OCC Community Development District is a community designed for two hotels containing approximately 1,200 rooms, a parking garage containing approximately 2,400 spaces and an amenity area. Formation of the District would put all of these uses under the jurisdiction of the District. Prior to sale of any property, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the County is the establishing entity under sections 190.005(2), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

Orange County

The County and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Orange County is anticipated to cover the costs for review of the petition for establishment.

These costs to the County are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, the County routinely processes similar petitions for land uses and zoning changes that are far more complex than is the petition to establish the proposed District.

The annual costs to the County because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County. Furthermore, the County will not incur any quantifiable on-going costs resulting

from the on-going administration of the District. As previously stated, the District operates independently from the City and the County, and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the County. In accordance with Florida law, debts of the District are strictly the District’s own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the roadway improvements; master stormwater management system; parking garage; and utility improvements will be financed by the District.

**Table 1.
Westwood/OCC CDD Proposed Facilities and Services**

<u>Facility</u>	<u>Financed By</u>	<u>Ownership</u>	<u>Operation & Maintenance</u>
Roadway Improvements	District	Orange County	Orange County
Stormwater Management Facilities	District	District	District
Parking Garage	District	District	District
Water and Sewer Utilities	District	Orange County	Orange County

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$62,000,000. The District may issue special assessment or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District’s capital improvement program or from other fees and charges permitted by Florida Law.

Table 2. Cost Estimate for District Facilities

Facility	Estimated Cost
Roadway Improvements	\$1,500,000
Stormwater Management Facilities	\$1,000,000
Parking Garage	\$40,000,000
Water and Sewer Utilities	\$2,500,000
Professional Fees and Soft Costs	\$6,750,000
Contingency	\$10,250,000
Total	\$62,000,000

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs

through assessments collected on the County tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The County has an estimated un-incarcerated population that is greater than 75,000 according to the 2010 U.S. Census. Therefore, the County is not defined as a “small county” according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer engineer and other professionals associated with the project.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals of regulatory alternatives submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

*Prepared by:
Governmental Management Services - Central Florida, LLC
August 17, 2018*

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Michael C. Eckert of Hopping Green & Sams PA, whose address is 119 S. Monroe Street, Suite 300, Tallahassee, Florida 32301, to act as agent for DCS Real Estate Investments VI, LLC, with regard to any and all matters pertaining to the Petition to the Board of County Commissioners of County of Orange, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. The Petition is true and correct. This authorization shall remain in effect until revoked in writing.

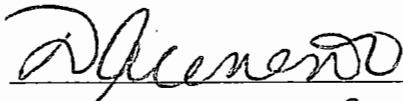
Witnessed:

DCS REAL ESTATE INVESTMENTS VI, LLC

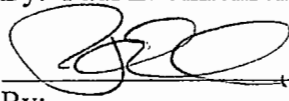
a Florida limited liability company

By: DCS Investment Holdings GP, LLC

By: Paul E. Simonson, Manager

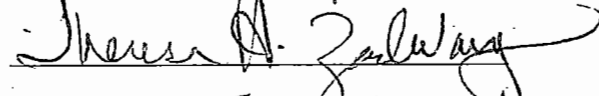


Print Name: Dana Acevedo

 MANAGER

By: _____

Its: _____

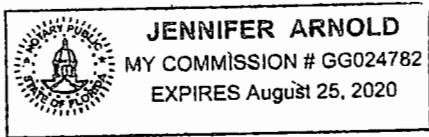


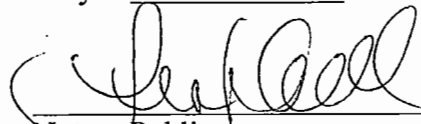
Print Name: Theresa H. Zadworny

STATE OF FLORIDA
COUNTY OF LAKE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Paul E. Simonson, Manager of DCS Investment Holdings GP, LLC, Manager of DCS Real Estate Investments, VI, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of LAKE and State of Florida this 8 day of August, 2018.




Notary Public

Personally known: _____

Produced Identification: _____

Type of Identification: _____

ORDINANCE NO. 2019-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS FOR ORANGE COUNTY, FLORIDA, CREATING WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2018); PROVIDING FOR THE ESTABLISHMENT AND NAMING OF THE DISTRICT; PROVIDING FOR THE LEGAL DESCRIPTION OF THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR THE APPLICABLE FILING FEE; PROVIDING FOR COMPLIANCE WITH CHAPTER 190, FLORIDA STATUTES, AND ALL OTHER APPLICABLE LAWS AND ORDINANCES; PROVIDING FOR REPEAL IN THE ABSENCE OF AN INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (hereinafter, the "Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, section 190.005(2) of the Act requires that a petition for the establishment of a community development district of less than 2,500 acres be filed by the petitioner with the county commission of the county having jurisdiction over the majority of land in the area in which the district is to be located; and

WHEREAS, section 190.005(1)(a) of the Act requires that such petition contain certain information to be considered at a public hearing before the Board of County Commissioners for Orange County, Florida (the "Board"); and

WHEREAS, DCS Real Estate Investments VI, LLC, (the "Petitioner"), having obtained written consent to the establishment of the District by the owners of one hundred percent (100%)

of the real property to be included in the District, has petitioned Orange County, Florida (the
36 “County”) to establish Westwood/OCC Community Development District (the “District”) pursuant to the Act; and

38 **WHEREAS**, Petitioner is a company authorized to conduct business in the State of Florida and whose mailing address is 505 South Flagler Drive, Suite 900, West Palm Beach, Florida
40 33401; and

WHEREAS, the petition submitted on August 30, 2018 (the “Petition”) to the County has
42 been determined to contain the requisite information as mandated by section 190.005(1)(a) of the Act; and

44 **WHEREAS**, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly
46 noticed public hearing conducted by the Board on July 16, 2019; and

WHEREAS, on July 16, 2019, the Board considered the record of the public hearing and
48 the factors set forth in section 190.005(1)(e) of the Act and, upon such review, has determined that granting the Petition for Establishment of Westwood/OCC Community Development
50 District is in the best interest of the County; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective,
52 responsive and economic way to deliver community development services to the subject land and will provide for the orderly growth of unincorporated Orange County.

54 **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR ORANGE COUNTY, FLORIDA THAT:**

56 *Section 1. Authority.* This ordinance is enacted in compliance with and pursuant to

the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes.

58 **Section 2. Establishment and District Name.** The Petition is hereby granted and
there is hereby established a community development district situated entirely within
60 unincorporated Orange County, Florida, which the District shall be known as "Westwood/OCC
Community Development District."

62 **Section 3. External Boundaries of the District.** The external boundaries of the
District are legally described in Exhibit A, attached hereto and incorporated herein by this
64 reference, the overall parcel containing 20 contiguous acres, more or less. No real property
within the external boundaries of the District is to be excluded.

66 **Section 4. Findings of Fact.** The Board hereby finds and determines, pursuant to
section 190.005(2) of the Act, based on the testimony and evidence presented before it and the
68 record established at the public hearing that:

a. All statements within the Petition are true and correct.

70 b. Establishment of the District and all land uses and services planned within the
proposed District are not inconsistent with applicable elements or portions of the State
72 Comprehensive Plan or the local Comprehensive Plan adopted by the County.

c. The area of land within the District, described in Exhibit A, is of a sufficient size,
74 is sufficiently compact and is sufficiently contiguous to be developed as one functional
interrelated community.

76 d. The District provides the best alternative available for delivering community
development services and facilities to the area to be served by the proposed District without
78 imposing an additional burden on the general population of the local general-purpose
government. The establishment of the District will provide for a more efficient use of resources

80 without burdening the general body of taxpayers in Orange County with the cost of installing the
infrastructure and managing, operating and maintaining the community services and facilities.

82 e. The community development services and facilities of the District will not be
incompatible with the capacity and uses of existing local and regional community development
84 services and facilities. In addition, the establishment of the District will provide an entity
capable of making reasonable provisions for the operation and maintenance of the District
86 services and facilities.

f. The area to be served by the proposed District is amenable to separate
88 independent special-district government.

Section 5. Functions and Powers. The District shall have all powers and functions
90 granted by the Act pursuant to sections 190.011 and 190.012(1), Florida Statutes, as amended
from time to time, to include the power to finance, fund, plan, establish, acquire, construct,
92 reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities and basic
infrastructure within, and outside of, the boundaries of the District. The District shall not have
94 any zoning or permitting powers governing land development or the use of land. Any debt
obligation of the District shall not constitute a debt or financial burden of any local general-
96 purpose government. This Ordinance shall not, and shall not be construed to, expand, modify, or
delete any provisions of the Uniform Community Development District Act of 1980 as set forth
98 in Chapter 190, Florida Statutes.

Section 6. Board of Supervisors. The five persons designated to serve as initial
100 members of the District's Board of Supervisors are as follows:

Name: Randall Greene

102 Name: Rocky Owen

Name: Andrew Gorrill

104 Name: Dewitt Hold

Name: Tom Franklin

106 All of the above-listed persons shall serve until their successors are chosen and qualified,
as provided in section 190.006, Florida Statutes.

108 **Section 7. Filing Fee.** Petitioner has submitted a filing fee of \$12,731.00 with
submission of the Petition covering the County's cost of administration and review of the
110 Petition, the sufficiency of which is hereby acknowledged by the County.

Section 8. Interlocal Agreement.

112 a. **Failure to Adopt Interlocal Agreement.** Failure of the District's Board of
Supervisors to adopt the Interlocal Agreement between Orange County and Westwood/OCC
114 Community Development District (the "Interlocal Agreement") in substantially the form
attached hereto as Exhibit B within 90 days of the effective date of this Ordinance may result in
116 repeal of this Ordinance by the Board of County Commissioners without further notice. Once
approval of the Interlocal Agreement is secured from Orange County and the District, the
118 Interlocal Agreement shall be recorded in the Public Records of Orange County, Florida, at the
District's expense, to indicate fulfillment of this obligation and the County will not endeavor to
120 repeal this Ordinance.

b. **Challenges Precluded.** The District shall not initiate any action or proceeding
122 following the effective date of this Ordinance in or with any court of competent jurisdiction or
administrative agency the purpose of which is to challenge to the validity of this Ordinance or
124 the Interlocal Agreement.

Section 9. Compliance with Laws and Ordinances. The District shall comply with

126 the provisions of the Act and all applicable federal, state and local laws, ordinances, statutes,
rules and regulations, including the Orange County Comprehensive Plan and all applicable
128 provisions of the Codes and Ordinances of Orange County, Florida.

Section 10. Severability. If any provision of this Ordinance, or the application thereof,
130 is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable,
such provision shall be deemed to be severable and the remaining provisions shall continue in
132 full force and effect, provided that the invalid, illegal or unenforceable provision is not material
to the logical and intended interpretation of this Ordinance.

134 **Section 11. Effective Date.** This Ordinance shall take effect pursuant to general law.

136 [CONTINUED ON NEXT PAGE]

138

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS, ORANGE

COUNTY, FLORIDA this 16th day of July, 2019.

140

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

142

144

146

By: _____
Jerry L. Demings
Orange County Mayor

148

150 ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

152

154

By: _____
Deputy Clerk

[Seal]

156

158

160

Exhibit A

Legal Description of District Boundaries

WESTWOOD
PART OF LOT 2
CS# 18-134

DESCRIPTION:

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

A portion of Lot 2, WESTWOOD, according to the plat thereof, as recorded in Plat Book 20, Pages 132 and 133, Public Records of Orange County, Florida, located in Section 12, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 2; said point lying on the westerly right-of-way line of Westwood Boulevard as shown on the plat of WESTWOOD BOULEVARD RIGHT-OF-WAY PHASE II, according to the plat thereof, as recorded in Plat Book 15, Page 80, Public Records of Orange County, Florida; thence run northerly along said westerly right-of-way line, the following two (2) courses and distances; run N 02°45'59" W, a distance of 29.32 feet to a point of curvature of a curve, concave easterly, having a radius of 1003.00 feet and a central angle of 24°47'31"; thence run northerly, along the arc of said curve, a distance of 434.00 feet to the POINT OF BEGINNING; thence run N 88°06'40" W, a distance of 143.93 feet; thence run S 80°58'52" W, a distance of 176.23 feet; thence run S 09°01'18" E, a distance of 68.10 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 353.50 feet and a central angle of 32°28'41"; thence on a chord bearing of N 84°12'05" W, run 200.38 feet along the arc of said curve to the point of tangency thereof; thence run N 67°57'44" W, a distance of 158.76 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 69.50 feet and a central angle of 143°57'34"; thence on a chord bearing of N 67°57'44" W, run 174.62 feet along the arc of said curve to a point; thence run N 67°57'44" W, a distance of 267.53 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 2201.83 feet and a central angle of 03°28'12", said point being on the limited access right-of-way line of Interstate No. 4 and the Beeline Expressway; thence run northerly along said limited access right-of-way line the following three (3) courses and distances; on a chord bearing of N 12°50'40" E, run 133.35 feet along the arc of said curve to the point of compound curvature with a curve, concave southeasterly, having a radius of 1055.92 feet and a central angle of 42°45'44"; thence run northeasterly, along the arc of said curve, a distance of 788.08 feet to the point of compound curvature with a curve, concave southeasterly, having a radius of 2201.83 feet and a central angle of 09°37'04"; thence run northeasterly, along the arc of said curve, a distance of 369.61 feet to a point, thence, departing said limited access right-of-way line, run S 19°25'14" E; a distance of 503.16 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 530.00 feet and a central angle of 43°14'08"; thence, on a chord bearing of S 60°52'56" E, run 399.94 feet along the arc of said curve to a point on the aforementioned westerly right-of-way-line of Westwood Boulevard; said point lying on a curve, concave southeasterly, having a radius of 1003.00 feet; thence, on a chord bearing of S 36°22'57" W, run 502.66 feet along the arc of said curve through a central angle of 28°42'51" to the POINT OF BEGINNING.

Containing 20.001 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Exhibit B
Interlocal Agreement

[to be attached]

STATE OF FLORIDA)
COUNTY OF ORANGE)

I, Phil Diamond, Clerk of the Board of County Commissioners of Orange County, Florida, hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, adopted by said Board in regular session on the _____ day of _____, 2019, which Ordinance establishes "Westwood/OCC Community Development District."

WITNESS my hand and the official seal this ____ of _____, 2019.

Clerk of the Board of County Commissioners
Orange County, Florida

[SEAL]

AGREEMENT FOR COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT is made this _____ day of _____, 2019, by and between the DCS Real Estate Investments VI, LLC, a Florida limited liability company (hereinafter called "Petitioner"), and Orange County, Florida, a political subdivision of the State of Florida (hereinafter "County").

RECITALS

WHEREAS, on August 30, 2018, the Petitioner filed, pursuant to Chapter 190, Florida Statutes, a petition to establish Westwood/OCC Community Development District (the "District") relating to lands located entirely within unincorporated Orange County, Florida; and

WHEREAS, in accordance with Chapter 190, Florida Statutes, the County has reviewed the petition and held the requisite duly noticed public hearing in accordance with section 190.005, Florida Statutes; and

WHEREAS, as part of the consideration and approval of the creation of Westwood/OCC Community Development District, the County requires the execution of this Agreement relating to the land affected by said District and described on **Exhibit A**, attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the County and the Petitioner wish to clarify the intended roles and responsibilities of the County and the proposed District relating to the provision of infrastructure and services serving the Property within the District; and

WHEREAS, the Petitioner certifies that Petitioner has obtained the consent of 100% of the landowners in the proposed District and is willing to present to the District, once it is established, an interlocal agreement (the "Interlocal Agreement") setting forth the respective responsibilities and obligations of the County and the District for certain infrastructure

and services, the form of the Interlocal Agreement being attached hereto as **Exhibit B** and by this reference incorporated herein; and

WHEREAS, the Petitioner has negotiated with the County and agrees to the content of the Interlocal Agreement including, but not limited to, matters with regard to landscaping, hardscaping, signage, irrigation and lighting; public finance and debt; and powers conferred upon the District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the County has relied upon the representations of the Petitioner regarding the presentation of the Interlocal Agreement to formalize and ratify the District's commitment to provide certain infrastructure in consideration of the County's decision to enact an ordinance to establish the District.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration each to the other provided, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated in this Agreement by this reference.

2. **Obligation of Petitioner.** The Petitioner's obligations shall be as follows:

2.1 The Petitioner agrees that it will present to the District Board of Supervisors (the "Board") for its consideration at a public meeting of the District the Interlocal Agreement in the form attached hereto as **Exhibit B**. The Petitioner agrees to present said Interlocal Agreement to the Board seeking an affirmative vote of the members of the Board approving the Interlocal Agreement and to secure execution of said Interlocal Agreement within ninety (90) days of the effective date of the ordinance establishing the District.

2.2 In the event the District fails to approve the Interlocal Agreement in the form attached hereto and transmit the executed Interlocal Agreement to the County, within ninety (90) days of the effective date of the ordinance creating the District, Petitioner agrees that it shall not object, and Petitioner hereby waives its right to object, to the County's repeal of said ordinance since the Interlocal Agreement constitutes a significant consideration and inducement to County in creating said District. The Interlocal Agreement shall be recorded in the Public Records of Orange County. If the District fails to execute the Interlocal Agreement in substantially the form attached hereto, and/or takes any action contrary to the terms contained in the Interlocal Agreement prior to its execution by the District, then, in addition to any other remedies the County may have under this Agreement or otherwise, the County shall have the power to withhold development approval or development permits for the property in the District and the Petitioner and the District hereby waive any rights to contest such a denial or withholding of development approval(s) up to and including the effective date of the repeal of said ordinance.

2.3 In the event the Board executes the Interlocal Agreement in substantially the form attached hereto within ninety (90) days of the effective date of the ordinance establishing the District, and returns the executed Interlocal Agreement to the County, then the obligation of the Petitioner under this subsection 2.1 shall be considered executed in full without any further action of the County, the District or the Petitioner. The mailing by certified mail or overnight delivery of two original signed Interlocal Agreements to the County Attorney shall satisfy Petitioner's obligation under this Agreement and shall relieve Petitioner from any liability or obligation in any form contained in subsection 2.2.

2.4 Disclosure; Assessments.

2.4.1 Petitioner further agrees that to the extent it is involved in the sale of real estate within the District, once established, it shall comply fully with the disclosure requirement to purchasers set forth in section 190.048, Florida Statutes, as the same may be amended from time to time.

2.4.2 Petitioner further agrees that it will execute a Declaration of Consent to Assessments ("Declaration") which will be recorded in the Official Records of Orange County, Florida within thirty (30) days after levy of any assessments by the District, which Declaration shall apply to all land in the District being marketed for sale by Petitioner.

2.4.3 [Reserved]

3. Obligations of County. The County has considered in good faith the Interlocal Agreement in the form attached hereto, has approved and authorized the execution of the Interlocal Agreement and has transmitted it to the Petitioner. The Interlocal Agreement shall be in effect upon execution and as provided therein

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement, Ordinance No. 2019-___, and the Interlocal Agreement shall bind the Petitioner to the extent permitted or allowed by law. However, no other third parties may rely upon this Agreement or the Interlocal Agreement unless specifically provided for herein or therein.

5. Materiality of Interlocal Agreement. The County and the Petitioner agree that there are certain provisions contained within the Interlocal Agreement between the County and the District that are material to the relationship of the District and the County. More specifically, the terms and conditions set forth in Section 4(A) through 4(E) of the Interlocal Agreement were

of vital importance to the County in making the decision to enact Ordinance No. 2019-____ establishing the District and approving the Interlocal Agreement. The County and the Petitioner agree that should any material word, sentence, or other provision contained within the above listed Sections of the Interlocal Agreement be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation of the stricken provisions pursuant to Section 6 of this Agreement, and the Petitioner shall not challenge the right of the County to require such renegotiation.

6. **Severability.** The County and the Petitioner agree that should any material word, sentence, or other provision of this Agreement be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation by the Petitioner of that portion of the Agreement that has been stricken in order to negotiate mutually acceptable replacement language consistent with the ruling of the court while taking into account the contractual rights of the persons or entities to whom the Petitioner is obligated.

7. **Notice; Proper Form.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (1) when hand delivered to the official hereafter designated, or (2) upon receipt of such notice when deposited in United States certified mail, postage prepaid, return receipt requested or by overnight delivery service, addressed to a party at the address set forth below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

Petitioner: DCS Real Estate Investments VI, LLC
c/o DCS Investments Holdings GP, LLC
505 South Flagler Drive, Suite 900
West Palm Beach, Florida 33401
Attn: Paul E. Simonson

Orange County County Administration
Orange County Board of County Commissioners
P.O. Box 1393
Orlando, Florida 32802

With a copy to: Orange County Attorney
P.O. Box 1393
Orlando, Florida 32802

8. ***Time of the Essence.*** Time is hereby declared of the essence in the performance of the duties and obligation of the respective parties pursuant to this Agreement.

9. ***Applicable Law.*** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

10. ***Waiver of Challenge Understandings.*** The County and the Petitioner agree that this Agreement, the Interlocal Agreement, and Ordinance No. 2019-___ shall not be subject to legal challenge by Petitioner or its successors or assigns. If such a challenge is filed in court by Petitioner, or any successor or assign of Petitioner, or an related or affiliated entity or organization of Petitioner on any date prior to the effective date of a final bond validation judgment in favor of the District, the County may, following notice to Petitioner and District, take steps to repeal Ordinance No. 2019-___.

11. ***Residential Comprehensive Plan Designation or Rezoning.*** Should Petitioner, its successors, assigns, or contract purchasers apply to amend its comprehensive plan designation or zoning to permit or allow residential uses other than the currently permitted uses with regard to the Property, Petitioner expressly agrees as follows:

11.1 Petitioner acknowledges that it has participated in the negotiation of the Interlocal Agreement between the County and the Westwood/OCC Community Development District; and

11.2 Petitioner accepts and acknowledges the condition waiving the right of Westwood/OCC Community Development District to impose taxes or assessments on residentially zoned or used properties for District operations or to pay or retire District debt; and

11.3 Petitioner acknowledges that this prohibition on taxation or assessment of residentially zoned or used property is set forth in paragraph 4(B) of the Interlocal Agreement;

11.4 County and Petitioner agree this prohibition described in this Section 11 does not apply to hotel units or resort residential units (which term "resort residential" for purposes of this Agreement and the Interlocal Agreement shall mean the use in compliance with those conditions set forth in the County's Planned Development Land Use Plan for the Orangewood Planned Development, Westwood, Neighborhood 1 originally approved September 11, 1979 as may be amended by those certain permitted uses in the C-1, C-2 and P-O Zoning Districts compatible with tourist development use and those uses specifically included in Section 38-860 and Section 38-865 (Tables 26 through 34 for T-6 Core General Transects) of the I-Drive Overlay Zone adopted February 7, 2017; and

11.5 Petitioner, or its successors, assigns, and contract purchasers, acknowledges and agrees that should any such current or future property owner apply for a comprehensive plan amendment, rezoning, or DRI development order to permit a residential use (other than the currently permitted timeshare, hotel and resort residential uses), that the County may accept the fact that the property for which such residential use is sought has been or could be subject to District ad valorem taxes or assessments which is prohibited by this Agreement, as substantial and competent evidence to deny any such plan amendment, rezoning, or DRI development order.

11.6 This provision shall survive any other provisions of this Agreement which may expire and shall remain in force for so long as the District is assessing any taxes, assessments, or other charges or has debt outstanding

12. *Effective Date.* This Agreement shall become effective upon the date of execution by the County and the Petitioner, whichever date is later.

Orange County, Florida
By: Board of County Commissioners

By: Jerry L. Demings, Mayor

Attest: Phil Diamond, County Comptroller
As Clerk to the Board of County Commissioners

[*County Seal*]

**DCS Real Estate Investments VI, LLC, a
Florida limited liability company**

By: DCS Investments Holdings GP, LLC, a
Florida limited liability company, its
Managing Member

By: Paul E. Simonson
Its: Manager

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____ of DCS Investments Holdings GP, LLC, the Managing Member of DCS Real Estate Investments VI, LLC, a Florida limited liability company, on behalf of said company. He/she is _____ personally known to me OR has _____ produced _____ as identification.

(Signature of Notary Public)

(Printed Name of Notary Public)

My Commission Number: _____

My Commission Expires: _____

Exhibit A
Legal Description

WESTWOOD
PART OF LOT 2
CS# 18-134

DESCRIPTION:

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

A portion of Lot 2, WESTWOOD, according to the plat thereof, as recorded in Plat Book 20, Pages 132 and 133, Public Records of Orange County, Florida, located in Section 12, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 2; said point lying on the westerly right-of-way line of Westwood Boulevard as shown on the plat of WESTWOOD BOULEVARD RIGHT-OF-WAY PHASE II, according to the plat thereof, as recorded in Plat Book 15, Page 80, Public Records of Orange County, Florida; thence run northerly along said westerly right-of-way line, the following two (2) courses and distances; run N 02°45'59" W, a distance of 29.32 feet to a point of curvature of a curve, concave easterly, having a radius of 1003.00 feet and a central angle of 24°47'31"; thence run northerly, along the arc of said curve, a distance of 434.00 feet to the POINT OF BEGINNING; thence run N 88°06'40" W, a distance of 143.93 feet; thence run S 80°58'52" W, a distance of 176.23 feet; thence run S 09°01'18" E, a distance of 68.10 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 353.50 feet and a central angle of 32°28'41"; thence on a chord bearing of N 84°12'05" W, run 200.38 feet along the arc of said curve to the point of tangency thereof; thence run N 67°57'44" W, a distance of 158.76 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 69.50 feet and a central angle of 143°57'34"; thence on a chord bearing of N 67°57'44" W, run 174.62 feet along the arc of said curve to a point; thence run N 67°57'44" W, a distance of 267.53 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 2201.83 feet and a central angle of 03°28'12", said point being on the limited access right-of-way line of Interstate No. 4 and the Beeline Expressway; thence run northerly along said limited access right-of-way line the following three (3) courses and distances; on a chord bearing of N 12°50'40" E, run 133.35 feet along the arc of said curve to the point of compound curvature with a curve, concave southeasterly, having a radius of 1055.92 feet and a central angle of 42°45'44"; thence run northeasterly, along the arc of said curve, a distance of 788.08 feet to the point of compound curvature with a curve, concave southeasterly, having a radius of 2201.83 feet and a central angle of 09°37'04"; thence run northeasterly, along the arc of said curve, a distance of 369.61 feet to a point, thence, departing said limited access right-of-way line, run S 19°25'14" E; a distance of 503.16 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 530.00 feet and a central angle of 43°14'08"; thence, on a chord bearing of S 60°52'56" E, run 399.94 feet along the arc of said curve to a point on the aforementioned westerly right-of-way-line of Westwood Boulevard; said point lying on a curve, concave southeasterly, having a radius of 1003.00 feet; thence, on a chord bearing of S 36°22'57" W, run 502.66 feet along the arc of said curve through a central angle of 28°42'51" to the POINT OF BEGINNING.

Containing 20.001 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**INTERLOCAL AGREEMENT
BETWEEN ORANGE COUNTY, FLORIDA AND
WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE EXERCISE OF POWERS
AND COOPERATION ON VARIOUS PROJECTS**

WHEREAS, Westwood/OCC Community Development District (the "District") is a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, with offices located at [REDACTED]; and

WHEREAS, Orange County, Florida (the "County") is a charter county and political subdivision of the State of Florida with offices located at 201 South Rosalind Avenue, Orlando, Florida, 32801; and

WHEREAS, the District was established by County Ordinance No. 2019- [REDACTED] (the "Establishing Ordinance") after receipt of a petition from DCS Real Estate Investments VI, LLC, a Florida limited liability company ("Petitioner"); and

WHEREAS, the District recognizes that the lands within the District's boundaries are subject to the zoning and permitting powers of the County governing land development and land use and that the County has approved an amended Planned Development Land Use Plan for the Orangewood Planned Development, Westwood, Neighborhood 1 originally approved September 11, 1979 as may be amended by those certain permitted uses in the C-1, C-2 and P-O Zoning Districts compatible with tourist development use and those uses specifically included in Section 38-860 and Section 38-865 (Tables 26 through 34 for T-6 Core General Transects) of the I-Drive Overlay Zone adopted February 7, 2017, to which such lands are subject; and

WHEREAS, the Petitioner negotiated the content of this Interlocal Agreement with the County to further define the relationship and allocate the responsibilities between the District and the County; and

WHEREAS, Petitioner has entered into an agreement with the County to present this Interlocal Agreement to the Board of Supervisors of the District at its first organizational meeting; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is presently authorized to construct, acquire, and/or maintain infrastructure improvements and services including, but not limited to, roadway improvements, stormwater management facilities, parking garage, and utility improvements and all other powers granted by the County; and

WHEREAS, it is in the mutual interest of the District and the County (collectively, the "Parties") to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services; and

WHEREAS, Florida law permits governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage through Interlocal Agreements; and

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

WHEREAS, the Parties desire to exercise jointly their common powers and authority concerning the provision of certain services and facilities to avoid unnecessary and uneconomic duplication of services and facilities and to clarify responsibilities, obligations, duties, powers, and liabilities.

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

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in Chapters 190 and 163, Florida Statutes, and other applicable law. This Agreement shall be recorded in the Public Records of Orange County, Florida.

Section 2. Recitals. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

Section 3. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official of the District and the County, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 4. Exercise of Powers.

A. *Bonded Indebtedness.* Certain infrastructure is expected to be authorized by the District to be constructed utilizing revenue bonds or bond anticipation notes issued by the District. This indebtedness shall be a debt of the District and not the County, as provided in Chapter 190, Florida Statutes. Pursuant to section 190.016(12), Florida Statutes, all bonds issued by the District having a maturity of greater than five years shall be validated. The Parties acknowledge and agree that a long-term principal debt of the District shall not exceed the validated debt, anticipated to be \$80,000,000. Such long-term debt shall not be issued with a final maturity greater than thirty-three (33) years from the date amortization of the bonds begins. Refundings of debt shall not be included in calculating the amount of total validated debt outstanding. For purposes of this section, long-term debt of the District shall mean any debt obligation issued by the District with a final maturity of not less than seven (7) years.

B. *Assessments on Residential Property.* The District and the County agree that no property zoned or used for residential purposes shall ever be burdened by ad valorem taxes or assessments and other charges imposed by the District to fund any improvements, services, operation, or obligations of the District. The District specifically waives its right to impose taxes or assessments on any property zoned or used for residential purpose; however, the County and the District acknowledge and agree that property zoned or used for residential purposes shall not include timeshare units, overnight lodging, hotels or similar uses, or resort residential uses. "Resort residential uses" for purposes of this Interlocal Agreement shall mean short-term rental uses as defined in Sec. 38-1 of the Orange County Code, including timeshare, condominium hotel, resort rental, resort villa and transient rental use.

C. *Disclosure.* To ensure that the District is providing disclosure of its existence to potential and actual landowners within the District, the District shall:

(1) If not already recorded by the Petitioner, the District shall record in the Official Records of Orange County a Notice of Establishment in compliance with section 190.0485, Florida Statutes, within thirty (30) days after the effective date of ordinance establishing the District; and

(2) Within thirty (30) days of the levy of any special assessments securing any debt instrument issued by the District, record a Notice of Assessments record in the Official Records of Orange County in substantially the form attached hereto as Exhibit B; and

(3) Within sixty (60) days of the sale of any debt instrument by the District, the levy of any special assessments securing any debt instrument issued by the District, or the maintenance of infrastructure by the District, whichever is earlier, the District shall record a "Disclosure of Public Financing and Maintenance of Improvements" in the Official Records of Orange County as required by section 190.009, Florida Statutes.

D. *Landscaping, Hardscaping, Signage, Irrigation and Lighting.* Absent a separate, written agreement, the County shall not be responsible for the installation, maintenance, repair or replacement of landscaping, hardscaping, signage, irrigation and lighting funded or installed by the District. Instead, the District shall arrange for the installation, maintenance, repair or replacement of landscaping, hardscaping, signage, irrigation and lighting funded or installed by the District in compliance with applicable laws, ordinances and regulations.

E. *Powers.* Unless otherwise expressly provided in this section or the Establishing Ordinance, the Parties agree that the District retains all general powers, rights, obligations, and responsibilities granted or imposed by sections 190.011 and 190.012(1), Florida Statutes.

Section 5. Other Powers. Except as otherwise may be set forth in the ordinance establishing the District, no other special powers pursuant to section 190.012(2), Florida Statutes, shall be conferred on District, without County consent by resolution or ordinance amendment.

Section 6. Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of either the District or the County beyond any statutory limited waiver of immunity or limits of liability contained in section 768.28, Florida Statutes, as amended, or any other statute. Nothing in this Interlocal Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 7. No Third Party Beneficiaries. This Interlocal Agreement is by and between the County and the District and establishes the relationship between these parties. The provisions of this Agreement do not create any rights in any third parties and no such rights should be implied; provided, however, if the district is dissolved by the County, steps will be

taken to honor any contractual rights, if any, of all bond holders and other third parties affected by the repeal.

Section 8. Enforcement. In the event either party is required to enforce this Interlocal Agreement by court proceedings or otherwise, then each party shall be responsible for its own costs incurred, including reasonable attorneys' fees.

Section 9. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. Both Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

Section 10. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other party, which consent may not be unreasonably withheld. Except as set forth herein, the District may not transfer its rights or obligations under this Interlocal Agreement to a private party or entity without the prior written consent of the County.

Section 11. Amendment. This Interlocal Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by mutual agreement of both Parties. The Parties agree that this Interlocal Agreement may be amended by resolution of each local government adopting an amendment.

Section 12. Applicable Law. This Interlocal Agreement shall be construed, interpreted and controlled by and in accordance with the laws of the State of Florida and any litigation relating to said Agreement shall be commenced and conducted in the 9th Judicial Circuit serving Orange County or the Middle District, U.S. District Court.

Section 13. Severability. There are certain provisions of this Interlocal Agreement that are vital to the relationship of the District and the County. More specifically, the terms and conditions set forth in Section 4(A) through 4(E) were important to the County and District in making the decision to approve this Interlocal Agreement. Should any material word, sentence, or other provision of these Sections be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation of that portion of the Interlocal Agreement that has been stricken in order to negotiate mutually acceptable replacement language consistent with the ruling of the court while taking into account the contractual rights of the persons or entities to whom the District is obligated.

Section 14. Effective Date. This Interlocal Agreement shall become effective upon execution by both Parties.

[CONTINUED ON NEXT PAGE]

Orange County, Florida

By: Board of County Commissioners



By: _____
Jerry L. Demings, Mayor

Attest: Phil Diamond, County Comptroller
As Clerk to the Board of County Commissioners

[SEAL]

By: _____

**Westwood/OCC Community
Development District**

By: Board of Supervisors

By: _____
Chairperson

Attest:

By: _____
Name: _____
Title: _____

Exhibit A
Legal Description of District Boundaries

WESTWOOD
PART OF LOT 2
CS# 18-134

DESCRIPTION:

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Containing 20.001 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

This space reserved for use by the Clerk of
the Circuit Court

This instrument prepared by
and return to:

**NOTICE OF THE IMPOSITION OF SPECIAL ASSESSMENTS
AND GOVERNMENTAL LIEN OF RECORD**

PLEASE TAKE NOTICE that the Board of Supervisors of the Westwood/OCC Community Development District (the "**District**") in accordance with Chapters 170, 190, and 197, Florida Statutes, adopted Resolution Nos. _____, _____, and _____ (the "**Assessment Resolutions**") levying non ad-valorem special assessments constituting a governmental lien on real property within the boundaries of the District that are specially benefitted by the Series _____ Project described in the Report of the District Engineer, ("**Engineer's Report**"). To finance a portion of the costs of the Series _____ Project, the District issued its Westwood/OCC Community Development District _____ Bonds, Series _____ (the "**Bonds**"), which are secured by the non-ad valorem special assessments levied by the Assessment Resolutions. The legal description of the lands on which said non-ad valorem special assessments are imposed is attached to this Notice of the Imposition of Special Assessments and Governmental Lien of Record as **Exhibit A**. A copy of the Engineer's Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with section 189.416, Florida Statutes, or by contacting the District at: Westwood/OCC Community Development District, _____
(____-____-____).

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. Pursuant to section 190.048, Florida Statutes, you are hereby notified that: **THE WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the _____ day of _____, 201____, and recorded in the Official Records of Orange County, Florida.

**WESTWOOD/OCC COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, for the Westwood/OCC Community Development District, who [] is personally known to me or [] who has produced _____ as identification and did not take an oath.

Print Name: _____
Notary Public, State of Florida

Commission No.: _____
My Commission Expires: _____