

BCC Mtg. Date: July 16, 2019

AGREEMENT FOR COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT is made this _____ day of JUL 16 2019, 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.

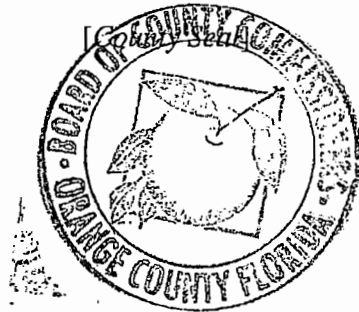
12. *Effective Date.* This Agreement shall become effective upon the date of execution by the County and the Petitioner, whichever date is later.

Orange County, Florida
By: Board of County Commissioners

By: *Jerome Brooks*
for By: Jerry L. Demings, Mayor

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

Craig A. Stopysa



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

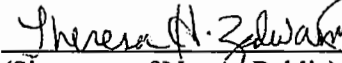
By: DCS Investments Holdings GP, LLC, a
Florida limited liability company, its
Managing Member

 _____
MANAGER

By: Paul E. Simonson
Its: Manager

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 10th day of
July, 2019, by PAUL E SIMONSON as MANAGER
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)

Theresa H. Zadworny
(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.

Exhibit B
Form of Interlocal Agreement

[see attached]

**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 _____; 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-__ (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:

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
Form of Notice of Assessments

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: _____

BCC Mtg. Date: July 16, 2019

**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 135 West Central Blvd., Suite 320, Orlando, FL 32801 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. 2019-10 (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]

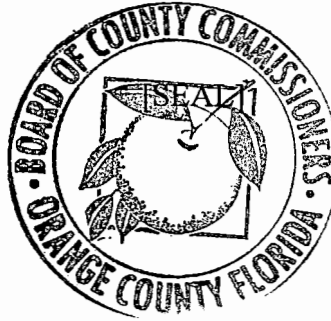
Orange County, Florida

By: Board of County Commissioners

By: *Bryant Brooks*
for Jerry L. Demings, Mayor

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

By: *Craig A. Stopysa*



**Westwood/OCC Community
Development District**

By: Board of Supervisors

By: *[Signature]*
Vice Chairperson

Attest:

By: *[Signature]*
Name: *George S. Flich*
Title: *Secretary*

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
Form of Notice of Assessments

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: _____