

*Westside Community  
Development District*

*Agenda*

*February 7, 2023*

# AGENDA

# *Westside*

## *Community Development District*

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219 E. Livingston Street, Orlando, FL 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 31, 2023

**Board of Supervisors  
Westside Community  
Development District**

Dear Board Members:

The Board of Supervisors of Westside Community Development District will meet **Tuesday, February 7, 2023 at 11:00 AM at the offices of Hanson, Walter & Associates, 8 Broadway Avenue, Suite 104, Kissimmee, FL 34741.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Appointment of Individual(s) to Fulfill Seats #3, #4 & #5
  - B. Administration of Oaths of Office to Newly Appointed Supervisor(s)
  - C. Election of Officers
  - D. Consideration of Resolution 2023-08 Electing Officers
4. Approval of Minutes of the December 6, 2022 Board of Supervisors Meeting and Acceptance of Minutes of the December 6, 2022 Audit Committee Meeting
5. Consideration of Agreement with DiBartolomeo, McBee, Harley & Barnes, P.A. to Provide Auditing Services for the Fiscal Years 2022 - 2026
6. Discussion and Consideration of License Agreement for Signage with Mattamy Orlando, LLC
7. Consideration of Conveyance Documents
  - A. Resolution 2023-06 Ratifying the Conveyance of Lift Station Property
  - B. Resolution 2023-07 Approving the Conveyance of Real Property and Improvements
8. Ratification of Data Sharing and Usage Agreement with the Osceola County Property Appraiser
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Discussion of Direct Bill Status
    - iv. Presentation of Arbitrage Rebate Calculation Reports for Series 2005, 2007 and 2019 Bonds
    - v. Discussion of District's Financial Status
10. Supervisor's Requests
11. Other Business
12. Adjournment

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Showe', written over a light blue horizontal line.

Jason M. Showe  
District Manager

CC: Jan Carpenter, District Counsel  
Mark Vincutonis, District Engineer  
Darrin Mossing, GMS

Enclosures

## SECTION III

# SECTION D

**RESOLUTION 2023-08**

**A RESOLUTION ELECTING OFFICERS OF THE WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the **Westside Community Development District** at a regular business meeting held on **February 7, 2023** desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

**PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF FEBRUARY, 2023.**

\_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Secretary/ Assistant Secretary

# MINUTES



MINUTES OF MEETING  
WESTSIDE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Westside Community Development District was held Tuesday, December 6, 2022 at 11:04 a.m. at the offices of Hanson Walter & Associates, 8 Broadway Avenue, Suite 104, Kissimmee, Florida.

Present and constituting a quorum were:

Tom Franklin	Chairman
Scott Stewart	Vice Chairman
Robert Bagwell	Assistant Secretary
Jose Lagunilla, Jr.	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jay Lazarovich	District Counsel

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Appointment of Individuals to Fill Seats 3, 4, & 5**

**B. Oath of Office for Newly Appointed Supervisors**

Items A and B were tabled.

**C. Election of Officers Resolution 2023-05**

On MOTION by Mr. Stewart seconded by Mr. Bagwell with all in favor Resolution 2023-05 election officers reflecting the same slate of officers, was approved.
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**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the November 1, 2022 Meeting**

On MOTION by Mr. Franklin seconded by Mr. Stewart with all in favor the minutes of the November 1, 2022 meeting were approved as presented.

**FIFTH ORDER OF BUSINESS**

**Acceptance of Audit Committee Recommendation and Selection of #1 Ranked firm to Provide Auditing Services for Fiscal Year 2022**

Mr. Showe stated the audit committee met prior to this meeting and selected DiBartolomeo, McBee, Hartley & Barnes as the number one as the number one ranked vendor.

On MOTION by Mr. Franklin seconded by Mr. Bagwell with all in favor the recommendation of the Audit Committee of DiBartolomeo, McBee, Hartley & Barnes be ranked no. 1 was accepted.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-04 Finalizing the Special Assessments for Securing the Series 2022-1 and 2022-2 Bonds**

Mr. Lazarovich stated the Board previously approved the levying resolution, which set a not to exceed figure for both bonds on assessment area 1 and assessment area 2. Now that the bonds are priced and we have the final numbers this resolution has the actual bond amount for the assessments on assessment area 1 and assessment area 2.

On MOTION by Mr. Bagwell seconded by Mr. Franklin with all in favor Resolution 2023-04 Finalizing the Special Assessments for Securing the Series 2022-01 and 2022-02 Bonds was approved.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

Mr. Showe stated the Engineer is not here but there was a pond on the southeast side in one of the new developments that wasn't draining. It is a dry pond and should be percolating but it is not and they are doing some engineering to find out what is going on with that particular pond.

**C. District Manager**

**i. Approval of Check Register**

Mr. Showe presented the check register from October 25, 2022 through November 30, 2023 in the amount of \$45,998.63.

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

**ii. Balance Sheet and Income Statement**

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

**iii. Discussion of Direct Bill Status**

A copy of the direct bill status was included in the agenda package.

**iv. Field Manager’s Report**

Mr. Showe stated Andy couldn’t be here today, but all the Mattamy signs have been cleared off except for the one they are allowed to have, which marks the sales center.

**EIGHTH ORDER OF BUSINESS**

**Supervisor’s Requests**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Franklin seconded by Mr. Lagunilla with all in favor the meeting adjourned at 11:23 a.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman



MINUTES OF MEETING  
WESTSIDE  
COMMUNITY DEVELOPMENT DISTRICT

The Westside Community Development District Audit Committee met Tuesday, December 6, 2022 at 11:00 a.m. at the offices of Hanson Walter & Associates, 8 Broadway Avenue, Suite 104, Kissimmee, Florida.

Present were:

Tom Franklin	Chairman
Scott Stewart	
Robert Bagwell	
Jose Lagunilla, Jr.	
Jason Showe	
Jay Lazarovich	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the November 1, 2022 Meeting**

On MOTION by Mr. Franklin seconded by Mr. Stewart with all in favor the minutes of the November 1, 2022 Audit Committee meeting were approved as presented.
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**FOURTH ORDER BUSINESS**

**Tally of Audit Committee Rankings and Selection of an Auditor**

Mr. Showe stated your previous auditor was Berger Toombs and they did not submit a bid on time in accordance with the bid requirements and were not included. You have DiBartolomeo, McBee, Hartley & Barnes, they were the lowest price and would get 20 points in the price section, you also have Grau & Associates based on the ratio of the two they would get 18 points. We have worked with both firms and they are both qualified to perform the audit and have CDD experience.

It was the consensus ranking of the board that DiBartolomeo, McBee, Hartley & Barnes was ranked no. 1 with 100 points and Grau & Associates no. 2 with 98 points.

On MOTION by Mr. Franklin seconded by Mr. Lagunilla with all in favor the recommendation of the Audit Committee of DiBartolomeo, McBee, Hartley & Barnes with 100 point was ranked no. 1 and Grau & Associates with 98 was ranked no. 2.

**FIFTH ORDER BUSINESS**

**Adjournment**

On MOTION by Mr. Franklin seconded by Mr. Bagwell with all in favor the meeting adjourned at 11:03 a.m.

## SECTION V

January 31, 2023

Westside Community Development District  
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Westside Community Development District, ("the District") for the fiscal years ended September 30, 2022, 2023, 2024, 2025 and 2026.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended September 30, 2022, 2023, 2024, 2025 and 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis
2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.



Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also prepare the financial statements of Westside Community Development District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are not to exceed \$3,850 for the year ending 2022, \$3,950 for the year ending 2023, \$4,000 for year ending 2024, \$4,150 for year ending 2025 and \$4,250 for the year ending 2026, respectively. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.

- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**Reporting**

We will issue a written report upon completion of our audit of Westside Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Westside Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.

**RESPONSE:**

This letter correctly sets forth the understanding of Westside Community Development District.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SECTION VI

**LICENSE AGREEMENT**  
**BETWEEN WESTSIDE COMMUNITY DEVELOPMENT DISTRICT AND**  
**MATTAMY ORLANDO LLC**

**THIS LICENSE AGREEMENT BETWEEN WESTSIDE COMMUNITY DEVELOPMENT DISTRICT AND MATTAMY ORLANDO LLC** (the “Agreement”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District” or “Licensor”), and **MATTAMY ORLANDO LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Licensee”).

**RECITALS**

**WHEREAS**, the Licensor is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and Licensor was established on August 30, 2004 by the Board of County Commissioners of Osceola County, Florida Ordinance 04-34; and

**WHEREAS**, the Licensor owns certain parcels of real property located within its boundaries, as described on the attached Exhibit “A” (herein referred to as the “Property”); and

**WHEREAS**, the Licensee is the developer of land within the boundaries of the District; and

**WHEREAS**, the Licensee, in furtherance of its goals and objectives as the developer, desires to construct, install or place, or have constructed installed or placed on its behalf, temporary signs on the Property; and

**NOW THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

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

2. **Description and Use of License Area.**

A. Licensor, in consideration of the covenants and agreements made by Licensee herein, grants to the Licensee a nonexclusive license to utilize a portion of the Property for the purpose of installing a monument or identification walls/signs (collectively, the “Monument”), as described in Exhibit “B” attached hereto, for the purpose intended.

B. Licensor grants to Licensee the right, to be exercised as set forth herein, to enter upon the Property for the sole purpose of constructing, installing, maintaining, removing and/or gaining access to Licensee's Monument. Notwithstanding anything contained herein, Licensee's access and utilization of the Property shall not cause damage to or interfere with the operation or maintenance of any part of the Property (or any of Licensor's improvements located thereon) or with any of the Licensor's other operations or activities.

3. Term of Use of the License Area. The license granted herein shall be for a term commencing on \_\_\_\_\_, 2023, and ending \_\_\_\_\_, \_\_\_\_\_ (the "Original Term"), unless terminated sooner by thirty (30) day written notice by either party. Upon the expiration of the Original Term this Agreement shall automatically renew for successive one (1) year term unless terminated as provided for in this Agreement.

4. Maintenance and Obligation.

A. The size, location, style, design, aesthetics, color and placement, as well as the manner and method of installation and removal, of the Monument shall be pursuant to this Agreement and subject to the prior written approval of Licensor.

B. Licensee, at its expense, shall be solely responsible for and shall maintain, at all times, its Monument and related signage in a safe, structurally sound, clean, attractive and sightly condition and shall indemnify and save harmless Licensor from and against all liens and claims of mechanics and materialmen furnishing labor and materials in the construction and maintenance of same. Licensee hereby specifically acknowledges that it is the sole owner of the Monument and related signage, and that Licensee is the sole entity responsible for the maintenance, repair and upkeep of the Monument.

C. Licensee shall promptly reimburse Licensor for the costs of repair of any damage to the Property, or any improvements located thereon, directly or indirectly caused by Licensee's Monument or the installation, operation, use, maintenance, or removal of the Monument or other installations of the Licensee.

D. Licensor may terminate the Agreement without cause by providing written notice to the Licensee. Upon the termination of this license by Licensor, the Monument and any related signage installed under the terms of this license shall be removed by Licensee and the area of the Property where they were installed shall be restored by Licensee to as good condition as existed immediately prior to installation of the Monument and any related signage. Both the removal of the Monument and subsequent restoration, as described herein, shall be completed within thirty (30) days of such termination. In the event the Licensee does not fully restore the Property within the 30 day period specified herein, the Licensee hereby consents to the Licensor restoring the Property at the sole cost of the Licensee, including fees for administration, interest charges; such costs may be a lien on Licensee's property enforceable by the District.

5. Non-Exclusive License. This Agreement shall not be deemed to give to Licensee the exclusive right to use the Property and shall not preclude Licensor from granting a license or licenses to others. The rights of other licensees shall be exercised without causing unreasonable

interference with the activities being carried on by Licensee in accordance with this license. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses. Licensee shall not change or materially alter the Monument or related signage without the prior written consent of Licensor.

6. Governing Law. Licensee shall at all times comply with all laws and ordinances and all rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of the Monument and any related signage and shall fully indemnify Licensor against any loss, cost, or expense which may be sustained or incurred by it as a result of the installation, maintenance, operation, or removal of the Monument and any related signage. Licensor makes no representation that applicable laws, ordinances, or regulations permit the installation or operation of any Monument on the subject real estate.

7. Indemnification. Licensee agrees to defend, indemnify, and save harmless Licensor and to assume all liability for death or injury to any persons and all liability for loss, damage or injury to any property incurred or sustained by Licensor arising from, growing out of, or resulting from the Monument and /or this Agreement, installation or use of the Property or any other adjacent areas where Licensee's equipment may be located, including costs, attorney's fees, and other expenses incurred by Licensor in defending any such claim unless such loss, damage, or injury is due to the negligence of Licensor, its employees, agents, or invitees.

8. Insurance. The Licensee shall maintain comprehensive general liability insurance, at Licensee's sole expense, in the type and amount of coverage as considered customary and reasonable within its industry. Licensee shall provide the Licensor with proof of insurance prior to execution of this Agreement and upon request.

9. Waiver. Licensee waives and releases all claims against Licensor, its officers, directors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the Property, or any other person, occurring in or about the Property and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the Property or any part of it or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any Licensee's officers, directors, agents, employees, contractors and servants or of any other person; except for the negligence of or omission by Licensor, its officers, directors, agents, employees, contractors and servants.

10. Notice.

A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:



If to Licensor: Westside Community Development District  
c/o Governmental Management Services – Central Florida,  
LLC  
201 E. Livingston Street  
Orlando, Florida 32801  
Attention: District Manager  
Telephone: (407) 841-5524

With a Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Jan Carpenter, District Counsel  
Telephone: (407) 481-5800

If to Licensee: Mattamy Orlando LLC  
4901 Vineland Road, Suite 450,  
Orlando, Florida 32811  
Attention: Leslie Candes, Esq.  
Telephone: (407) 845-8191

(A) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

11. Default. Upon any default by Licensee under this Agreement, Licensor shall provide written notice of such default to Licensee and Licensee shall have thirty (30) days from receipt of such written notice to cure said default. If, due to circumstances beyond Licensee's control, the default cannot be cured within the thirty (30) day period, Licensee shall be granted additional time, as necessary, to cure the default so long as Licensee commences to cure the default within the thirty (30) day notice period and is diligently pursuing the cure of the default. In the event Licensee fails to cure the default within the thirty (30) day period (or, where additional time to cure is required, fails to commence and diligently pursue the cure within the thirty (30) day period) Licensor and shall have the right to terminate this License upon written notice to Licensee and said termination shall be effective upon Licensee's receipt of such notice.

12. Assignment. This Agreement shall be binding upon the successors and assigns of the parties, provided that Licensee shall not assign or transfer this License to anyone else without Licensor's prior written consent, which may be withheld at its sole discretion.

13. Sovereign Immunity and Public Records.

A. Nothing contained herein, or in the Agreement, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

B. Licensee understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensee agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

15. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

16. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.

17. Interpretation. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

*[Signatures provided on following page.]*

**SIGNATURE PAGE TO THE LICENSE AGREEMENT**  
**BETWEEN WESTSIDE COMMUNITY DEVELOPMENT DISTRICT AND**  
**MATTAMY ORLANDO LLC**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

**WESTSIDE COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district

Attest:

\_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSES:

**MATTAMY ORLANDO LLC**, a  
Delaware limited liability company

\_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**"License Area"**

Tract \_\_ according to the Solara Resort plat, as recorded in Plat Book 25, Page 175, Public Records of Osceola County, Florida.

Tract \_\_ according to the Solara Resort plat, as recorded in Plat Book 25, Page 175, Public Records of Osceola County, Florida.

**EXHIBIT "B"**

**"Signage"**

**Sign 1:** 4 x 8 DS Entrance Sign (No arrow); Corner of Sunset Palms Terrace and Westside Boulevard

**Sign 2:** 3 x 5 Directional Sign (Arrow pointing left) Corner of Student Drive and Westside Boulevard

*[See attached.]*



WESTSIDE BLVD

TRACT

49.60'

42.78'

49.67'

92.39'

TRACT X

49.67'

72.41'

56.75'

87.12'

60.00'

46.38'

103.70'

## **SECTION VII**

# SECTION A



**RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM MATTAMY ORLANDO LLC AND TO TOHOPEKALIGA WATER AUTHORITY; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Westside Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

**WHEREAS**, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

**WHEREAS**, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

**WHEREAS**, Mattamy Orlando LLC, a Delaware limited liability company (hereinafter “Mattamy”), has requested the approval and transfer by the District of real property and infrastructure improvements, as more particularly described in the Warranty Deeds, Bills of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit, Certificate of District Engineer, Affidavit of Nonforeign Status and Non-Representation Acknowledgement, attached hereto as **Exhibit “A”** (the “Conveyance Documents”), from Mattamy to the District, and thereafter from the District to the Tohopekaliga Water Authority, and independent special district established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida legislature (hereinafter, “Toho.”); and

**WHEREAS**, the District Counsel and the District Manager have reviewed the conveyances from Mattamy, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of **Exhibit “A,”** to evidence compliance with the requirements of the District for accepting the conveyances.

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

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

2. Ratification of Acquisition and Transfer of the Real Property and Improvements. The Board hereby ratifies the transfer and acceptance of the real property and improvements described in **Exhibit “A,”** to the District and thereafter to Toho., and approves and accepts the documents evidencing such conveyances in **Exhibit “A.”**

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in **Exhibit “A,”** and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

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

*[Continues on the Following Pages]*

**PASSED** in public meeting of the Board of Supervisors of the Westside Community Development District, this 7th day of February, 2023.

**WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Print: \_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT “A”**

**CONVEYANCE DOCUMENTS**

1. Warranty Deed between Mattamy Orlando LLC and the Westside Community Development District;
2. Warranty Deed between the Westside Community Development District and the Tohopekaliga Water Authority;
3. Bill of Sale Absolute and Agreement between Mattamy Orlando LLC and the Westside Community Development District;
4. Bill of Sale Absolute and Agreement between the Westside Community Development District and the Tohopekaliga Water Authority;
5. Agreement Regarding Taxes between Mattamy Orlando LLC and the Westside Community Development District;
6. Owner’s Affidavit of Mattamy Orlando LLC;
7. Owner’s Affidavit of the Westside Community Development District;
8. Certificate of District Engineer;
9. Affidavit of Non-Foreign Status (FIRPTA) of the Westside Community Development District;  
and
10. Non-Representation Acknowledgment between Shutts & Bowen LLP and the Westside Community Development District and the Tohopekaliga Water Authority

**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.  
Latham, Luna, Eden & Beaudine, LLP  
P.O. Box 3353  
Orlando, Florida 32802

Parcel ID No. 19-25-27-5246-0001-00F0

**WARRANTY DEED**

**THIS WARRANTY DEED** made as of this \_\_\_\_ day of \_\_\_\_\_, 2023 by **MATTAMY ORLANDO LLC**, a Delaware limited liability company (the “Grantor”), whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, to **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN  
BY REFERENCE.**

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2022 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid herein.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

**“GRANTOR”**

**MATTAMY ORLANDO LLC**, a Delaware limited liability company

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_

Print: Jonathan Droor

Title: Assistant Vice President

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Droor, as Assistant Vice President of **MATTAMY ORLANDO LLC**, a Delaware limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
Comm. Exp.: \_\_\_\_\_; Comm. No.: \_\_\_\_\_

**EXHIBIT "A"**

**Description of the Property**

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.  
Latham, Luna, Eden & Beaudine, LLP  
P.O. Box 3353  
Orlando, Florida 32802

Parcel ID No. 19-25-27-5246-0001-00F0

**WARRANTY DEED**

**THIS WARRANTY DEED** is made this \_\_\_ day of \_\_\_\_\_, 2023 between the **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “Grantor”), and the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (hereinafter the “Grantee”).

**WITNESSETH:**

**GRANTOR**, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grant, convey, bargain, and sell to the said Grantee, and Grantee’s successors and assigns forever, the following described property, situate, lying and being in Osceola County, Florida, to-wit (the “Property”):

See attached Exhibit “A” incorporated herein by reference.

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**GRANTOR** does hereby covenant with and warrant to Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same), and taxes for the year 2022 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other. Grantor hereby releases unto Grantee any automatic reservation and right of entry rights under Section 270.11, *Florida Statutes*.

**NOTE TO RECORDER:** This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid herein.



IN WITNESS WHEREOF, the said Grantor has duly caused the execution of this Warranty Deed as of the date set forth above.

**WITNESSES:**

**By: WESTSIDE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: Chairman  
Thomas Franklin

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this [ ] day of \_\_\_\_\_, 2023, by Thomas Franklin as Chairman of the Board of Supervisors of the Westside Community Development District and who has acknowledged that he has executed the same on behalf of the Westside Community Development District. He has [ ] produced [ ] as identification or [ ] is personally known to me.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

**EXHIBIT “A”**

(Legal Description)

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**BILL OF SALE ABSOLUTE AND AGREEMENT**  
Westside Community Development District – Lift Station  
(Soleil at Westside Plat)

**THIS BILL OF SALE ABSOLUTE AND AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **MATTAMY ORLANDO LLC**, a Delaware limited liability company (hereinafter referred to as “Developer”) whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and

**RECITALS**

**WHEREAS**, Developer owns certain improvements, including all pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, pumps, equipment and other goods which comprise the lift station, as further described in Exhibit “A” attached hereto (collectively, the “Improvements”); and

**WHEREAS**, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

**WHEREAS**, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

**NOW, THEREFORE**, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, and the District hereby accepts, all of the Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of the Developer’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Developer from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any

part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

5. The above recitals are true and correct and are incorporated herein by reference.

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGES]***

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

**MATTAMY ORLANDO LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Print: Jonathan Droor

Title: Assistant Vice President

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Droor as Assistant Vice President of **MATTAMY ORLANDO LLC**, a Delaware limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE**  
Westside Community Development District – Lift Station  
(Soleil at Westside Plat)

**WESTSIDE COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district

ATTEST:

By: \_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_

Print: Thomas Franklin

Title: Chairman

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Thomas Franklin, as Chairman of the Board of Supervisors of the **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**EXHIBIT "A"**

**LOCATION OF IMPROVEMENTS**

**The Improvements are located on the following real property tracts:**

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**Description of Improvements:**

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

**BILL OF SALE ABSOLUTE AND AGREEMENT**  
Westside Community Development District – Lift Station  
(Soleil at Westside Plat)

KNOW ALL MEN BY THESE PRESENTS, that the Westside Community Development District a Florida community development district having an address at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (hereinafter called the “Grantee”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, following:

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment that comprise the lift station installed on the property described in Exhibit “A” attached hereto and made a part hereof (collectively, the “Improvements”).

TO HAVE AND TO HOLD the same unto the Grantee, its executors, administrators and assigns forever, together with all of the Grantor’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Grantor from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto Grantee, its successors and assigns, to and for its or their use, forever.

1. Grantor agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the Grantee by the Grantor (and, if required, performed by the Grantor on behalf of the Grantee) and all benefits derived thereunder shall be for the benefit of the Grantee.
2. The Grantor represents and warrants to the Grantee that the Grantor has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.
3. The above recitals are true and correct and are incorporated herein by reference.
4. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

**By: WESTSIDE COMMUNITY DEVELOPMENT DISTRICT,** a Florida community development district

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Thomas Franklin

Title: Chairman

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by Thomas Franklin as Chairman for the Westside Community Development District and who has acknowledged that he has executed the same on behalf of the Westside Community Development District. He has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**AGREEMENT REGARDING TAXES**

Westside Community Development District – Lift Station  
(Soleil at Westside Plat)

**THIS AGREEMENT REGARDING TAXES** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **MATTAMY ORLANDO LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Developer”), and the **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

**WITNESSETH**

**WHEREAS**, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

**WHEREAS**, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Warranty Deed and Bill of Sale Absolute and Agreement; and

**WHEREAS**, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

**WHEREAS**, in conjunction with the conveyance of the Property and Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2022 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2023.

4. District shall, within thirty (30) days of receipt, forward to the Developer, at their address set forth above and via U.S. mail, any correspondence, notice or bill from Osceola County Tax Collector relating to the Property for tax year 2023 that the District actually received in its office.

5. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2023, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES**  
Westside Community Development District – Lift Station  
(Soleil at Westside Plat)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

**WITNESSES:**

**MATTAMY ORLANDO LLC**, a Delaware limited liability company

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: Jonathan Droor

Title: Assistant Vice President

X \_\_\_\_\_

Print: \_\_\_\_\_

**WESTSIDE COMMUNITY DEVELOPMENT DISTRICT,**  
a Florida community development district

**ATTEST**

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

Print: Thomas Franklin

Title: Chairman

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**IMPROVEMENTS**

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

**OWNER'S AFFIDAVIT**

Westside Community Development District – Lift Station  
(Soleil at Westside Plat)

**STATE OF FLORIDA  
COUNTY OF ORANGE**

**BEFORE ME**, the undersigned authority, personally appeared Jonathan Droor (“Affiant”) as Assistant Vice President of Mattamy Orlando LLC, a Delaware limited liability company, authorized to do business in Florida, whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Osceola County, Florida (the “Property”) and of certain infrastructure improvements on the Property (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant as the Assistant Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Warranty Deeds and Bills of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters reflected in the title insurance commitment issued on \_\_\_\_\_ and revised on \_\_\_\_\_, by First American Title Insurance Company.

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Westside Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements to the District.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 47-2432811; (v) has a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

*[SIGNATURES ON FOLLOWING PAGE]*



**FURTHER AFFIANT SAYETH NAUGHT.**

**DATED:** \_\_\_\_\_, **2023**

Signed, sealed and delivered in our presence:

**MATTAMY ORLANDO LLC**, a Delaware limited liability company

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Print: Jonathan Droor

\_\_\_\_\_  
(Signature)

Title: Assistant Vice President

\_\_\_\_\_  
(Print Name)

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Droor, as Assistant Vice President of **MATTAMY ORLANDO LLC**, a Delaware limited liability company. He has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**IMPROVEMENTS**

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

## OWNER'S AFFIDAVIT

BEFORE ME, the undersigned Notary Public, personally appeared **THOMAS FRANKLIN** ("Affiant"), as Chairman of the Westside Community Development District, being first duly sworn, deposes and says that:

1. Westside Community Development District is the owner of the property described in **Exhibit "A"** attached hereto (collectively, the "Property").

2. Westside Community Development District is in sole possession of the Property and no other person, corporation or entity has any right or lawful claim to possession or use of the Property.

3. The Property and any furniture, fixtures, equipment and personal property located in the improvements comprising the Property, if any, are free and clear of all liens, mortgages, unrecorded easements, contracts of sale, taxes, assessments, encumbrances, and claims of every kind, nature and description whatsoever except as reflected in the title insurance commitment issued on \_\_\_\_\_ and revised on \_\_\_\_\_, by First American Title Insurance Company.

4. No judgments have been rendered and no suits are now pending in any court of record that impairs or involves title to the Property; nor have any writs or execution or attachment issued from any court been levied upon the Property in Osceola County, Florida.

5. There have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid; and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving same that remain unpaid; and there are no construction, mechanics', materialmen's, or laborers' liens against the Property.

6. Affiant knows of no unrecorded easements, liens or assessments against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

7. This Affidavit is given for the purposes of inducing the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, to accept the conveyance of the Property from the Westside Community Development District.

8. Affiant is not aware of any matters pending against Westside Community Development District that could give rise to a lien which would attach to the Property between the last title examination and the recording of the Warranty Deed.

9. Westside Community Development District shall not execute any instrument nor permit the recording of any instrument that would adversely affect title to the Property from and after this date.

10. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read, or heard read to him, the full facts of this Affidavit and understands its context.

11. Westside Community Development District or Mattamy Orlando LLC shall be responsible for all costs related to the conveyance of the Property to the Tohopekaliga Water Authority.

*[Signature page follows.]*

**Westside Community Development  
District, a Florida community  
development district**

**By:** \_\_\_\_\_

Name: Thomas Franklin

Title: Chairman

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_ 2023, by Thomas Franklin, as Chairman of the Westside Community Development District. He has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY**

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**CERTIFICATE OF DISTRICT ENGINEER**  
Westside Community Development District – Lift Station  
(Soleil at Westside Plat)

I, **Mark Vincutonis, P.E.**, as a professional engineer of Hanson, Walter & Associates, Inc., a Florida corporation licensed to provide professional services to the public in the State of Florida under Florida Certificate of Authorization No. 3265, with offices located at 8 Broadway, Suite 104, Kissimmee, Florida 34741 (“HWA”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through HWA, currently serve as District Engineer to the Westside Community Development District (the “District”).

2. That the District proposes to accept from **MATTAMY ORLANDO LLC**, a Delaware limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”), and subsequently convey such real property and improvements to the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (“Toho”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Property and Improvements from the Developer to the District and the District’s subsequent conveyance of the Property and Improvements to Toho. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Property and Improvements are in a condition acceptable for acceptance by the District.

5. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to HWA are being held by HWA as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

*[Signature page to follow.]*

**SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER**

Westside Community Development District – Lift Station  
(Soleil at Westside Plat)

**DATED:** \_\_\_\_\_, 2023

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
**Mark Vincutonis, P.E**

Professional License No.: FL 54546  
on behalf of the company,  
Hanson, Walter & Associates, Inc., a Florida  
corporation

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

8 Broadway, Suite 104  
Kissimmee, Florida 34741

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by **MARK VINCUTONIS** of Hanson, Walter & Associates, Inc., a Florida corporation authorized to transact business in Florida, on behalf of said corporation. Said person is  personally known to me or  has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

(SEAL)

Print Name: \_\_\_\_\_

Comm. Exp.: \_\_\_\_\_

Comm. No.: \_\_\_\_\_



**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**IMPROVEMENTS**

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

## AFFIDAVIT OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including §1445), the owner of a disregarded entity (which has title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. This affidavit is made to inform TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (the "Transferee") that withholding of tax by Transferee is not required upon the disposition of a U.S. real property interest by WESTSIDE COMMUNITY DEVELOPMENT DISTRICT (the "District").

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared Thomas Franklin ("Affiant"), who, being by me first duly sworn, deposes and says:

1. Affiant is the duly authorized and currently serving as Chairman to the District, and as such has the knowledge and authority to make this Affidavit.
2. The District is the owner and holder of title to certain real property located in Osceola County, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").
3. The Property is being transferred by the District to the Transferee.
4. The District is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations ("Treasury Regulations").
5. The District is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.
6. The U.S. Taxpayer Identification Number (Social Security Number) of the District is 20-2113846.
7. The post office address of the District is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.
8. Affiant acknowledges on behalf of the District that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.
9. Affiant acknowledges on behalf of the District that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.
10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

DATED and to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Thomas Franklin, Chairman

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Thomas Franklin, as Chairman for the Westside Community Development District and who has acknowledged that he has executed the same on behalf of the Westside Community Development District, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature

Print Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

Tract F, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**GRANTOR:** Mattamy Orlando LLC, a Delaware limited liability company (“Grantor”)  
**CDD:** Westside Community Development District, a Florida community development district (“CDD”)  
**TWA:** Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189 Florida Statutes by special act of the Florida Legislature (“TWA”)  
**DATE:** February \_\_, 2023  
**RE:** Conveyance of Tract F, Soleil at Westside, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida (the “Property”)

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**NON-REPRESENTATION ACKNOWLEDGMENT**

The undersigned below acknowledge that the law firm of Shutts & Bowen LLP represents Grantor, and does not represent the CDD or TWA, in connection with either the conveyance of the Property from Grantor to the CDD or the subsequent conveyance of the Property from the CDD to TWA. Each of the undersigned has had the opportunity to select counsel of its own choosing and either has done so or has chosen not to do so.

Although Shutts & Bowen LLP has prepared certain documents required in connection with the above-referenced transaction, serves as title agent for First American Title Insurance Company and serves as closing agent for the conveyance of the Property from Grantor to the CDD and the subsequent conveyance of the Property from the CDD to TWA, such will not create an attorney/client relationship between the undersigned and Shutts & Bowen LLP.

**WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district

**ATTEST**

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

Print: Thomas Franklin

Title: Chairman

**TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# SECTION B

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYNACE OF REAL PROPERTY AND INFRASTRUCTURE IMPROVEMENTS FROM MATTAMY ORLANDO LLC TO THE DISTRICT; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Westside Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

**WHEREAS**, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

**WHEREAS**, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

**WHEREAS**, Mattamy Orlando LLC, a Delaware limited liability company (hereinafter “Mattamy”), has requested the approval and transfer by the District of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as **Exhibit “A”** (the “Conveyance Documents”), from Mattamy to the District; and

**WHEREAS**, the District Counsel and the District Manager have reviewed the conveyances from Mattamy, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of **Exhibit “A,”** to evidence compliance with the requirements of the District for accepting the conveyances.

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

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



2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the infrastructure improvements described in **Exhibit “A,”** to the District, and approves and accepts the documents evidencing such conveyances in **Exhibit “A.”**

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in **Exhibit “A,”** and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

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

*[Continues on the Following Pages]*

**PASSED** in public meeting of the Board of Supervisors of the Westside Community Development District, this 7th day of February, 2023.

**WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district

Attest:

\_\_\_\_\_  
Print: \_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**CONVEYANCE DOCUMENTS**

1. Special Warranty Deed between Mattamy Orlando LLC and the Westside Community Development District;
2. Bill of Sale Absolute and Agreement between Mattamy Orlando LLC and the Westside Community Development District;
3. Owner's Affidavit;
4. Agreement Regarding Taxes;
5. Certificate of District Engineer

**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**  
Jan Albanese Carpenter, Esq.  
Latham, Luna, Eden & Beaudine LLP  
P.O. Box 3353  
Orlando, Florida 32802

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by **MATTAMY ORLANDO LLC**, a Delaware limited liability company (the “Grantor”), whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, to **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes* (the “Grantee”), whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN  
BY REFERENCE.**

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby specially warrants that title to the Property is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2023 and subsequent years, and that the Grantor will defend title to the Property against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

**“GRANTOR”**

**MATTAMY ORLANDO LLC**, a Delaware limited liability company

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_

Print: Jonathan Droor

Title: Assistant Vice President

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Droor, as Assistant Vice President of **MATTAMY ORLANDO LLC**, a Delaware limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
Comm. Exp.: \_\_\_\_\_; Comm. No.: \_\_\_\_\_

**EXHIBIT "A"**

**Description of the Property**

Tract E, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**BILL OF SALE ABSOLUTE AND AGREEMENT**  
Westside Community Development District

**THIS BILL OF SALE ABSOLUTE AND AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **MATTAMY ORLANDO LLC**, a Delaware limited liability company (hereinafter referred to as “Developer”) whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and

**RECITALS**

**WHEREAS**, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

**WHEREAS**, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

**WHEREAS**, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance of the Improvements from the Developer.

**NOW, THEREFORE**, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement by reference.
2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever.
3. All personal property described and conveyed herein is conveyed with all express or implied warranties of merchantability, fitness for use or other warranties not expressly stated herein, as applicable.
4. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS.]

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE**  
Westside Community Development District

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**MATTAMY ORLANDO LLC**, a Delaware,  
limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Print: Jonathan Droor

\_\_\_\_\_  
Witness

Title: Assistant Vice President

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Droor, as Assistant Vice President of **MATTAMY ORLANDO LLC**, a Delaware limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



**COUNTERPART SIGNATURE PAGE TO BILL OF SALE**  
Westside Community Development District

**WESTSIDE COMMUNITY  
DEVELOPMENT DISTRICT,**  
a Florida community development district

ATTEST:

By: \_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Thomas Franklin, as Chairman of the Board of Supervisors of the **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf, and was attested to by \_\_\_\_\_ as the Secretary/Assistant Secretary of the **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, on its behalf. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**EXHIBIT "A"**

**LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT**

1. Stormwater Management System
2. Professional Fees – Surveys, Plats and Plans

**LOCATED ON THE FOLLOWING PROPERTY:**

Tract E, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**OWNER'S AFFIDAVIT**

Westside Community Development District

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

**BEFORE ME**, the undersigned authority, personally appeared Jonathan Droor (“Affiant”) as Assistant Vice President of **Mattamy Orlando LLC**, a Delaware limited liability company, whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Osceola County, Florida (the “Property”) and of certain infrastructure improvements on the Property (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant as the Assistant Vice President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the following plat of Soleil at Westside, as recorded in Plat Book 32, Page 49, of the Official Records of Osceola County, Florida (the “Plat”).

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plats, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Westside Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective dates, respectively, of the Plats and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to the District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 47-2432811; (v) has a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

*[SIGNATURES ON FOLLOWING PAGE]*

**FURTHER AFFIANT SAYETH NAUGHT.**

**DATED:** \_\_\_\_\_, **2023**

Signed, sealed and delivered in our presence:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**MATTAMY ORLANDO LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Print: Jonathan Droor

Title: Assistant Vice President

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Droor, as Assistant Vice President of **MATTAMY ORLANDO LLC**, a Delaware limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida

(SEAL)

Print Name: \_\_\_\_\_

Comm. Exp.: \_\_\_\_\_

Comm. No.: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract E, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**IMPROVEMENTS**

1. Stormwater Management System
2. Professional Fees – Surveys, Plats and Plans

**AGREEMENT REGARDING TAXES**  
Westside Community Development District

**THIS AGREEMENT REGARDING TAXES** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **MATTAMY ORLANDO LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Developer”), and **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”).

**WITNESSETH**

**WHEREAS**, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

**WHEREAS**, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Special Warranty Deed and Bill of Sale Absolute and Agreement; and

**WHEREAS**, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

**WHEREAS**, in conjunction with the conveyance of the Property and Improvements from Developer to the District, Developer and the District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2022 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2023.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property and Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2023, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

*[SIGNATURE PAGE FOLLOWS]*



**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES**  
Westside Community Development District

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

**WITNESSES:**

**MATTAMY ORLANDO LLC**, a Delaware limited liability company

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: Jonathan Droor

Title: Assistant Vice President

X \_\_\_\_\_

Print: \_\_\_\_\_

**WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**,  
a Florida community development district

**ATTEST**

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract E, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**IMPROVEMENTS**

1. Stormwater Management System
2. Professional Fees – Surveys, Plats and Plans

**CERTIFICATE OF DISTRICT ENGINEER**  
Westside Community Development District

I, **Mark Vincutonis, P.E.**, as a professional engineer of Hanson, Walter & Associates, Inc., a Florida corporation licensed to provide professional services to the public in the State of Florida under Florida Certificate of Authorization No. 3265, with offices located at 8 Broadway, Suite 104, Kissimmee, Florida 34741 (“HWA”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through HWA, currently serve as District Engineer to the Westside Community Development District (the “District”).

2. That the District proposes to accept from **MATTAMY ORLANDO LLC**, a Delaware limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Property and Improvements from the Developer to the District and the District’s acceptance of such Property and Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Property and Improvements are in a condition acceptable for acceptance by the District.

5. That the Property and Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Property and Improvements, if any, that have actually been provided to HWA are being held by HWA as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

**SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER**  
Westside Community Development District

**DATED:** \_\_\_\_\_, 2023

Witness: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
**Mark Vincutonis, P.E**  
Professional License No.: FL 54546  
on behalf of the company,  
Hanson, Walter & Associates, Inc., a Florida  
corporation  
8 Broadway, Suite 104  
Kissimmee, Florida 34741

Witness: \_\_\_\_\_  
Print: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by **MARK VINCUTONIS** of Hanson, Walter & Associates, Inc., a Florida corporation authorized to transact business in Florida, on behalf of said corporation. Said person is [ ] personally known to me or [ ] has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

(SEAL)

Print Name: \_\_\_\_\_  
Comm. Exp.: \_\_\_\_\_  
Comm. No.: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract E, SOLEIL AT WESTSIDE, according to the plat thereof, as recorded in Plat Book 32, Pages 49 through 52, of the Public Records of Osceola County, Florida.

**IMPROVEMENTS**

1. Stormwater Management System
2. Professional Fees – Surveys, Plats and Plans

## SECTION VIII



# KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

## Westside CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Westside CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2023** and shall run until **December 31, 2023**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Westside CDD

Signature: \_\_\_\_\_

Signature: Jason M. Stone

Print: Katrina S. Scarborough

Print: Jason M. Stone

Date: \_\_\_\_\_

Title: District Manager

Date: 1/4/23

Please returned signed original copy, no later than January 31, 2023

2505 E IRLO BRONSON MEMORIAL HWY  
KISSIMMEE, FL 34744  
(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

# SECTION IX



# SECTION C

# SECTION 1

# Westside Community Development District

## Summary of Check Register

October 25, 2022 through December 31, 2022

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>		<b>Amount</b>
General Fund	11/1/22	1850 - 1855	\$	30,990.85
	11/11/22	1856 - 1860	\$	13,452.79
	11/18/22	1861 - 1862	\$	1,554.99
	12/5/22	1863-1865	\$	30,935.49
	12/29/22	1866-1873	\$	48,972.61
<b>Total Amount</b>			<b>\$</b>	<b>125,906.73</b>

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
11/01/22	00056	10/10/22	14976	202210	320-53800-46400	WESTSIDE CDD STORM WATER			*	600.00	
10/10/22	14976	202210	320-53800-46400	GOODMAN HERBICIDE				*		100.00	
10/10/22	14976	202210	320-53800-46400	TRACT RR HERBICIDE				*		100.00	
10/10/22	14976	202210	320-53800-46400	SOLARA PONDS S1,S2 AND S3				*		275.00	
11/01/22	00035	10/03/22	86828	202210	310-51300-54000	AQUATIC WEED MANAGEMENT, INC.			*	175.00	1,075.00 001850
11/01/22	00001	10/01/22	424	202210	310-51300-34000	DEPARTMENT OF ECONOMIC OPPORTUNITY			*	3,803.92	175.00 001851
10/01/22	424	202210	310-51300-35200	MANAGEMENT FEES - OCT 22				*		100.00	
10/01/22	424	202210	310-51300-35100	WEBSITE MANAGEMENT-OCT 22				*		150.00	
10/01/22	424	202210	310-51300-31300	INFORMATION TECH - OCT 22				*		1,166.67	
10/01/22	424	202210	310-51300-31300	DISSEMINATION SVCS-OCT 22				*		.21	
10/01/22	424	202210	310-51300-51000	OFFICE SUPPLIES				*		142.08	
10/01/22	424	202210	310-51300-42000	POSTAGE				*		175.80	
10/01/22	425	202210	320-53800-49000	COPIES				*		1,690.67	
10/01/22	425	202210	310-51300-31500	FIELD MANAGEMENT - OCT 22				*		7,229.35	001852
11/01/22	00029	10/12/22	106209	202209	310-51300-31500	GOVERNMENTAL MANAGEMENT SERVICES			*	1,594.00	
11/01/22	00007	9/30/22	06088219	202209	310-51300-48000	LATHAM, LUNA, EDEN & BEAUDINE, LLP			*	230.00	1,594.00 001853
9/30/22	06088219	202209	310-51300-48000	SPECIAL BOS MEETING-9/19				*		275.00	
9/30/22	06088219	202209	310-51300-48000	NOT MEETING DATES FY23				*		505.00	001854
11/01/22	00039	10/15/22	OS 44329	202210	320-53800-46200	ORLANDO SENTINEL			*	20,412.50	
10/15/22	OS 44329	202210	320-53800-46200	LANDSCAPE MAINT - OCT 22				*		20,412.50	20,412.50 001855
11/01/22	00039	10/15/22	OS 44329	202210	320-53800-46200	YELLOWSTONE LANDSCAPE			*		
10/15/22	OS 44329	202210	320-53800-46200	LANDSCAPE MAINT - OCT 22				*			

WEST WESTSIDE KCOSTA

\*\*\* CHECK DATES 10/25/2022 - 12/31/2022 \*\*\* WESTSIDE CDD - GENERAL FUND BANK A WESTSIDE CDD

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
11/11/22	00034	11/04/22	6391-11-	202211	310-51300-31200			AMTEC	*	450.00	450.00 001856
11/11/22	00001	11/01/22	427	202211	310-51300-34000			MANAGEMENT FEES - NOV 22	*	3,803.92	
11/01/22	427	202211	310-51300-35200					WEBSITE MANAGEMENT-NOV 22	*	100.00	
11/01/22	427	202211	310-51300-35100					INFORMATION TECH - NOV 22	*	150.00	
11/01/22	427	202211	310-51300-31300					DISSEMINATION SVCS-NOV 22	*	1,166.67	
11/01/22	427	202211	310-51300-51000					OFFICE SUPPLIES	*	12.62	
11/01/22	427	202211	310-51300-42000					POSTAGE	*	2.40	
11/01/22	427	202211	310-51300-42500					COPIES	*	106.20	
11/01/22	428	202211	320-53800-49000					FIELD MANAGEMENT - NOV 22	*	1,690.67	
11/11/22	00022	10/13/22	5284899	202209	310-51300-31100			GOVERNMENTAL MANAGEMENT SERVICES	*	2,248.25	7,032.48 001857
11/11/22	00036	11/01/22	R072527-	202211	310-51300-49200			HANSON, WALTER & ASSOCIATES, INC.	*	4.68	2,248.25 001858
11/11/22	00015	10/25/22	6705584	202210	310-51300-32300			BRUCE VICKERS,TAX COLLECTOR	*	3,717.38	4.68 001859
11/18/22	00022	10/13/22	5284898	202209	310-51300-31100			US BANK	*	245.00	3,717.38 001860
11/08/22	5285139	202210	310-51300-31100					ENGINEER SERVICES-OCT 22	*	482.50	
11/18/22	00029	11/10/22	106679	202210	310-51300-31500			HANSON, WALTER & ASSOCIATES, INC.	*	827.49	727.50 001861
12/05/22	00056	10/31/22	15135	202210	320-53800-46400			LATHAM,LUNA,EDEN & BEAUDINE, LLP	*	600.00	827.49 001862

WEST WESTSIDE KCOSTA

\*\*\* CHECK DATES 10/25/2022 - 12/31/2022 \*\*\* WESTSIDE CDD - GENERAL FUND BANK A WESTSIDE CDD

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
10/31/22	00007	15135	2022	10	320-53800-46400			GOODMAN HERBICIDE	*	100.00		
10/31/22		15135	2022	10	320-53800-46400			TRACT RR HERBICIDE	*	100.00		
10/31/22		15135	2022	10	320-53800-46400			SOLARA PONDS S1,S2 AND S3	*	275.00		
11/01/22		15156	2022	11	320-53800-46400			CONSERVATION AREA CE-1 Q	*	1,500.00		
11/28/22		15217	2022	11	320-53800-46400			WESTSIDE CDD STORM WATER	*	600.00		
11/28/22		15217	2022	11	320-53800-46400			GOODMAN POND HERBICIDE	*	100.00		
11/28/22		15217	2022	11	320-53800-46400			TRACT RR HERBICIDE	*	100.00		
11/28/22		15217	2022	11	320-53800-46400			SOLARA PONDS S1,S2 AND S3	*	275.00		
AQUATIC WEED MANAGEMENT, INC.												
12/05/22	00007	06267919	2022	12	310-51300-48000			NOT ADOPT ASSMNT ROLL MTG	*	2,081.00		
10/31/22		06267919	2022	10	310-51300-48000			NOT ADOPT ASSMNT ROLL MTG	*	2,081.00		
10/31/22		06267919	2022	10	310-51300-48000			NOTICE OF MEETING-11/1/22	*	193.25		
ORLANDO SENTINEL												
12/05/22	00039	04960	2022	12	320-53800-46200			LANDSCAPE MAINT - NOV 22	*	20,412.50		
11/15/22		45847	2022	11	320-53800-46300			IRRIGATION REPAIRS-SEP 22	*	2,517.74		
YELLOWSTONE LANDSCAPE												
12/29/22	00034	3965-12-	2022	12	310-51300-31200			ARBITRAGE SERIES 2005	*	450.00		
12/15/22		3966-12-	2022	12	310-51300-31200			ARBITRAGE SERIES 2007	*	450.00		
AMTEC												
12/29/22	00056	15270	2022	12	320-53800-46400			CONSERVATION AREA CE-1 Q	*	1,500.00		
AQUATIC WEED MANAGEMENT, INC.												
12/29/22	00001	432	2022	12	320-53800-46700			POND-DE WATERING - NOV 22	*	9,500.31		
12/01/22		430	2022	12	310-51300-34000			MANAGEMENT FEES - DEC 22	*	3,803.92		

WEST WESTSIDE KCOSTA

3,650.00 001863

4,355.25 001864

22,930.24 001865

900.00 001866

1,500.00 001867

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
12/01/22	430	202212	310	51300	-35200	WEBSITE MANAGEMENT-DEC 22		*	100.00	
12/01/22	430	202212	310	51300	-35100	INFORMATION TECH - DEC 22		*	150.00	
12/01/22	430	202212	310	51300	-31300	DISSEMINATION SVCS-DEC 22		*	1,458.33	
12/01/22	430	202212	310	51300	-51000	OFFICE SUPPLIES		*	12.92	
12/01/22	430	202212	310	51300	-42000	POSTAGE		*	155.28	
12/01/22	430	202212	310	51300	-42500	COPIES		*	60.00	
12/01/22	431	202212	320	53800	-49000	FIELD MANAGEMENT - DEC 22		*	1,690.67	
						GOVERNMENTAL MANAGEMENT SERVICES				16,931.43 001868
12/06/22	5285407	202211	310	51300	-31100	ENGINEER SERVICES-NOV 22		*	1,927.50	
12/06/22	5285408	202211	310	51300	-31100	ENG REPORT/BOND ISSUANCE		*	125.00	
						HANSON, WALTER & ASSOCIATES, INC.				2,052.50 001869
12/09/22	107307	202211	310	51300	-31500	GEN.COUNSEL/MTHLY MEETING		*	1,533.16	
						LATHAM, LUNA, EDEN & BEAUDINE, LLP				1,533.16 001870
11/30/22	06413418	202211	310	51300	-48000	NOT OF REQ FOR PROPOSAL		*	227.00	
11/30/22	06413418	202211	310	51300	-48000	NOT MTG AUDIT COMMITTEE		*	189.42	
						ORLANDO SENTINEL				416.42 001871
10/07/22	391572	202210	320	53800	-46700	SETUP 2 4" TRASH PUMPS		*	3,085.26	
						SPIES POOL, LLC				3,085.26 001872
12/01/22	OS 46457	202212	320	53800	-46200	LANDSCAPE MAINT DEC 22		*	20,412.50	
12/09/22	OS 47056	202212	320	53800	-46300	IRRIGATION REPAIRS-DEC 22		*	1,100.48	
12/20/22	OS 47167	202212	320	53800	-46300	REPLC BAD STATION DECODER		*	802.67	
12/20/22	OS 47167	202212	320	53800	-46300	IRRIG RPR.-ZONE LINE RPR		*	238.19	
						YELLOWSTONE LANDSCAPE				22,553.84 001873

TOTAL FOR BANK A 125,906.73  
 WEST WESTSIDE KCOSTA

WESTSIDE CDD - GENERAL FUND  
 BANK A WESTSIDE CDD

\*\*\*.INVOICE.....EXPENSED TO...  
 DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS VENDOR NAME STATUS AMOUNT .....CHECK.....  
 # AMOUNT

TOTAL FOR REGISTER 125,906.73

WEST WESTSIDE KCOSTA



# SECTION 2

***Westside***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2022***



# Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Series 2005 Debt Service Fund</u>
5	<u>Series 2007 Debt Service Fund</u>
6	<u>Series 2018 Debt Service Fund</u>
7	<u>Series 2019 Debt Service Fund</u>
8	<u>Series 2019 Refunding Bonds Debt Service Fund</u>
9	<u>Series 2019 Parcel K Debt Service Fund</u>
10	<u>Series 2022 AA1 Debt Service Fund</u>
11	<u>Series 2022 AA2 Debt Service Fund</u>
12	<u>Capital Projects Fund</u>
13	<u>Capital Reserve Fund</u>
14-15	<u>Month to Month</u>
16	<u>Assessment Receipt Schedule</u>

**Westside**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Capital Reserve Fund	Totals Governmental Funds
<b>Assets:</b>					
<b>Cash:</b>					
Operating Account	\$ 1,678,318	\$ -	\$ -	\$ 279,181	\$ 1,957,500
Capital Projects Account	\$ -	\$ -	\$ 24,616	\$ -	\$ 24,616
<b>Investments:</b>					
<b>Series 2005 - 2</b>					
Reserve	\$ -	\$ 100,342	\$ -	\$ -	\$ 100,342
Revenue	\$ -	\$ 55,519	\$ -	\$ -	\$ 55,519
Prepayment	\$ -	\$ 4,152	\$ -	\$ -	\$ 4,152
<b>Series 2007 - 2</b>					
Reserve	\$ -	\$ 36,260	\$ -	\$ -	\$ 36,260
Revenue	\$ -	\$ 32,978	\$ -	\$ -	\$ 32,978
Prepayment	\$ -	\$ 2,929	\$ -	\$ -	\$ 2,929
<b>Series 2018</b>					
Reserve	\$ -	\$ 115,065	\$ -	\$ -	\$ 115,065
Revenue	\$ -	\$ 27,484	\$ -	\$ -	\$ 27,484
Construction	\$ -	\$ -	\$ 2	\$ -	\$ 2
<b>Series 2019</b>					
Reserve	\$ -	\$ 101,595	\$ -	\$ -	\$ 101,595
Revenue	\$ -	\$ 14,575	\$ -	\$ -	\$ 14,575
Construction	\$ -	\$ -	\$ 1	\$ -	\$ 1
<b>Series 2019 K</b>					
Reserve	\$ -	\$ 92,850	\$ -	\$ -	\$ 92,850
Revenue	\$ -	\$ 12,549	\$ -	\$ -	\$ 12,549
Construction	\$ -	\$ -	\$ 9,413	\$ -	\$ 9,413
<b>Series 2019 R</b>					
Reserve	\$ -	\$ 503,479	\$ -	\$ -	\$ 503,479
Revenue	\$ -	\$ 267,230	\$ -	\$ -	\$ 267,230
Cost of Issuance	\$ -	\$ 6,986	\$ -	\$ -	\$ 6,986
<b>Series 2022 AA1</b>					
Reserve	\$ -	\$ 124,085	\$ -	\$ -	\$ 124,085
Interest	\$ -	\$ 107,185	\$ -	\$ -	\$ 107,185
Construction	\$ -	\$ -	\$ 1,500,015	\$ -	\$ 1,500,015
Cost of Issuance	\$ -	\$ -	\$ 11,468	\$ -	\$ 11,468
<b>Series 2022 AA2</b>					
Reserve	\$ -	\$ 120,842	\$ -	\$ -	\$ 120,842
Interest	\$ -	\$ 184,637	\$ -	\$ -	\$ 184,637
Construction	\$ -	\$ -	\$ 2,864,612	\$ -	\$ 2,864,612
Cost of Issuance	\$ -	\$ -	\$ 11,294	\$ -	\$ 11,294
Due from General Fund	\$ -	\$ 1,270,852	\$ -	\$ -	\$ 1,270,852
Investments - SBA	\$ 307,287	\$ -	\$ -	\$ 973,031	\$ 1,280,318
<b>Total Assets</b>	<b>\$ 1,985,605</b>	<b>\$ 3,181,592</b>	<b>\$ 4,421,422</b>	<b>\$ 1,252,213</b>	<b>\$ 10,840,832</b>
<b>Liabilities:</b>					
Accounts Payable	\$ 15,460	\$ -	\$ -	\$ -	\$ 15,460
Due to Debt Service	\$ 1,270,852	\$ -	\$ -	\$ -	\$ 1,270,852
Accrued Interest Payable	\$ -	\$ 28,521	\$ -	\$ -	\$ 28,521
Accrued Principal Payable	\$ -	\$ 140,000	\$ -	\$ -	\$ 140,000
<b>Total Liabilities</b>	<b>\$ 1,286,312</b>	<b>\$ 168,521</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,454,833</b>
<b>Fund Balance:</b>					
<b>Restricted for:</b>					
Debt Service - Series 2005 - 2	\$ -	\$ 104,474	\$ -	\$ -	\$ 104,474
Debt Service - Series 2007 - 2	\$ -	\$ 34,567	\$ -	\$ -	\$ 34,567
Debt Service - Series 2018	\$ -	\$ 333,036	\$ -	\$ -	\$ 333,036
Debt Service - Series 2019	\$ -	\$ 284,979	\$ -	\$ -	\$ 284,979
Debt Service - Series 2019 K	\$ -	\$ 170,726	\$ -	\$ -	\$ 170,726
Debt Service - Series 2019 R	\$ -	\$ 1,548,541	\$ -	\$ -	\$ 1,548,541
Debt Service - Series 2019 R	\$ -	\$ 231,270	\$ -	\$ -	\$ 231,270
Debt Service - Series 2019 R	\$ -	\$ 305,478	\$ -	\$ -	\$ 305,478
Capital Projects	\$ -	\$ -	\$ 4,421,422	\$ -	\$ 4,421,422
<b>Assigned for:</b>					
Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ -
Unassigned	\$ 699,293	\$ -	\$ -	\$ 1,252,213	\$ 1,951,506
<b>Total Fund Balances</b>	<b>\$ 699,293</b>	<b>\$ 3,013,071</b>	<b>\$ 4,421,422</b>	<b>\$ 1,252,213</b>	<b>\$ 9,385,999</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 1,985,605</b>	<b>\$ 3,181,592</b>	<b>\$ 4,421,422</b>	<b>\$ 1,252,213</b>	<b>\$ 10,840,832</b>

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

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 472,157	\$ 413,760	\$ 413,760	\$ -
Assessments - Direct Bill	\$ 94,070	\$ -	\$ 47,035	\$ 47,035
Interest	\$ 1,000	\$ 1,000	\$ 2,935	\$ 1,935
<b>Total Revenues</b>	<b>\$ 567,228</b>	<b>\$ 414,760</b>	<b>\$ 463,730</b>	<b>\$ 48,971</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ 1,600	\$ 1,400
FICA Expense	\$ 918	\$ 230	\$ 122	\$ 107
Engineering Fees	\$ 10,500	\$ 2,625	\$ 2,535	\$ 90
Legal Services	\$ 40,000	\$ 10,000	\$ 2,893	\$ 7,107
Arbitrage Fees	\$ 3,250	\$ 1,350	\$ 1,350	\$ -
Management Fees	\$ 45,647	\$ 11,412	\$ 11,412	\$ (0)
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 1,200	\$ 300	\$ 300	\$ -
Dissemination Fees	\$ 14,000	\$ 3,500	\$ 3,792	\$ (292)
Trustee Fees	\$ 20,142	\$ 8,364	\$ 8,364	\$ -
Assessment Roll Services	\$ 12,500	\$ 12,500	\$ 12,500	\$ -
Auditing Services	\$ 4,100	\$ -	\$ -	\$ -
Telephone	\$ 100	\$ 25	\$ -	\$ 25
Postage	\$ 2,250	\$ 563	\$ 300	\$ 263
Insurance - General Liability	\$ 9,693	\$ 9,693	\$ 9,262	\$ 431
Printing and Binding	\$ 1,500	\$ 375	\$ 342	\$ 33
Legal Advertising	\$ 1,800	\$ 450	\$ 4,772	\$ (4,322)
Other Current Charges	\$ 1,600	\$ 400	\$ -	\$ 400
Office Supplies	\$ 400	\$ 100	\$ 26	\$ 74
Misc. Expenses	\$ -	\$ -	\$ 335	\$ (335)
Property Appraiser's Fee	\$ 1,100	\$ -	\$ -	\$ -
Property Taxes	\$ 200	\$ 5	\$ 5	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 184,875</b>	<b>\$ 65,515</b>	<b>\$ 60,534</b>	<b>\$ 4,981</b>

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

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b><i>Operations &amp; Maintenance</i></b>				
<b>Field Expenditures</b>				
Landscape Maintenance	\$ 223,115	\$ 55,779	\$ 61,238	\$ (5,459)
Oak Tree Maintenance	\$ 25,000	\$ 6,250	\$ -	\$ 6,250
Irrigation Repairs	\$ 15,000	\$ 3,750	\$ 3,289	\$ 461
Plant Replacement	\$ 30,000	\$ 7,500	\$ -	\$ 7,500
Electric	\$ 1,650	\$ 413	\$ 92	\$ 321
Streetlighting	\$ 80,300	\$ 20,075	\$ 14,038	\$ 6,037
Irrigation Water	\$ 63,800	\$ 15,950	\$ 7,160	\$ 8,790
Property Insurance	\$ 5,000	\$ 5,000	\$ 1,189	\$ 3,811
Field Management	\$ 20,288	\$ 5,072	\$ 5,072	\$ (0)
Lake & Wetland Maintenance	\$ 19,845	\$ 4,961	\$ 7,300	\$ (2,339)
Sidewalk Repairs & Maintenance	\$ 4,000	\$ 1,000	\$ -	\$ 1,000
Contingency	\$ 26,000	\$ 6,500	\$ -	\$ 6,500
Stormwater/Lake Repair	\$ 15,000	\$ 3,750	\$ 21,115	\$ (17,365)
<b>Total Operations &amp; Maintenance</b>	<b>\$ 528,998</b>	<b>\$ 135,999</b>	<b>\$ 120,493</b>	<b>\$ 15,507</b>
<b>Total Expenditures</b>	<b>\$ 713,872</b>	<b>\$ 201,515</b>	<b>\$ 181,027</b>	<b>\$ 20,488</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (146,645)</b>		<b>\$ 282,703</b>	
<b><i>Other Financing Sources/(Uses):</i></b>				
Transfer In/(Out)	\$ (115,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (115,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (261,645)</b>		<b>\$ 282,703</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 261,645</b>		<b>\$ 416,590</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 699,293</b>	

**Westside**  
**Community Development District**  
**Debt Service Fund Series 2005-2**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2022**

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Assessments - Direct Bill	\$ 110,963	\$ -	\$ 55,482	\$ 55,482
Interest	\$ -	\$ -	\$ 681	\$ 681
<b>Total Revenues</b>	<b>\$ 110,963</b>	<b>\$ -</b>	<b>\$ 56,163</b>	<b>\$ 56,163</b>
<b>Expenditures:</b>				
Debt Service Obligation	\$ 110,963	\$ 43,364	\$ 43,364	\$ -
<b>Total Expenditures</b>	<b>\$ 110,963</b>	<b>\$ 43,364</b>	<b>\$ 43,364</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 12,799</b>	<b>\$ 56,163</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 91,675</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 104,474</b>	

**Westside**  
**Community Development District**  
**Debt Service Fund Series 2007-2**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2022**

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Assessments - Direct Bill	\$ 39,800	\$ -	\$ 19,900	\$ 19,900
Interest	\$ -	\$ -	\$ 371	\$ 371
<b>Total Revenues</b>	<b>\$ 39,800</b>	<b>\$ -</b>	<b>\$ 20,271</b>	<b>\$ 20,271</b>
<b>Expenditures:</b>				
Debt Service Obligation	\$ 39,800	\$ -	\$ -	\$ -
Interest - 11/1	\$ -	\$ 37,440	\$ 37,440	\$ -
<b>Total Expenditures</b>	<b>\$ 39,800</b>	<b>\$ 37,440</b>	<b>\$ 37,440</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (17,169)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 51,736</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 34,567</b>	



**Westside**  
**Community Development District**  
**Debt Service Fund Series 2018**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2022**

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 230,130	\$ 188,627	\$ 188,627	\$ -
Interest	\$ -	\$ -	\$ 847	\$ 847
<b>Total Revenues</b>	<b>\$ 230,130</b>	<b>\$ 188,627</b>	<b>\$ 189,474</b>	<b>\$ 847</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 83,525	\$ 83,525	\$ 83,525	\$ -
Principal - 5/1	\$ 60,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 83,525	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 227,050</b>	<b>\$ 83,525</b>	<b>\$ 83,525</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 3,080</b>		<b>\$ 105,949</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 108,325</b>		<b>\$ 227,087</b>	
<b>Fund Balance - Ending</b>	<b>\$ 111,405</b>		<b>\$ 333,036</b>	

# Westside

## Community Development District

### Debt Service Fund Series 2019

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 203,846	\$ 167,160	\$ 167,160	\$ -
Interest	\$ -	\$ -	\$ 697	\$ 697
<b>Total Revenues</b>	<b>\$ 203,846</b>	<b>\$ 167,160</b>	<b>\$ 167,857</b>	<b>\$ 697</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 70,639	\$ 70,639	\$ 70,639	\$ -
Principal - 5/1	\$ 60,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 70,639	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 201,279</b>	<b>\$ 70,639</b>	<b>\$ 70,639</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 2,567</b>		<b>\$ 97,218</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 82,804</b>		<b>\$ 187,761</b>	
<b>Fund Balance - Ending</b>	<b>\$ 85,371</b>		<b>\$ 284,979</b>	

# Westside

## Community Development District

### Debt Service Fund Series 2019R

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 811,922	\$ 666,629	\$ 666,629	\$ -
Assessments - Direct Bill	\$ 195,284	\$ -	\$ 97,642	\$ 97,642
Interest	\$ -	\$ -	\$ 3,996	\$ 3,996
<b>Total Revenues</b>	<b>\$ 1,007,205</b>	<b>\$ 666,629</b>	<b>\$ 768,266</b>	<b>\$ 101,637</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 227,857	\$ 227,857	\$ 227,857	\$ -
Principal - 5/1	\$ 560,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 227,857	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 1,015,714</b>	<b>\$ 227,857</b>	<b>\$ 227,857</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (8,508)</b>		<b>\$ 540,409</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 490,066</b>		<b>\$ 1,008,132</b>	
<b>Fund Balance - Ending</b>	<b>\$ 481,558</b>		<b>\$ 1,548,541</b>	

**Westside**  
**Community Development District**  
**Debt Service Fund Series 2019K**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2022**

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 78,845	\$ 64,688	\$ 64,688	\$ -
Interest	\$ -	\$ -	\$ 558	\$ 558
<b>Total Revenues</b>	<b>\$ 78,845</b>	<b>\$ 64,688</b>	<b>\$ 65,247</b>	<b>\$ 558</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 36,970	\$ 36,970	\$ 36,970	\$ -
Interest - 5/1	\$ 36,970	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 73,940</b>	<b>\$ 36,970</b>	<b>\$ 36,970</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 4,905</b>		<b>\$ 28,277</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 48,212</b>		<b>\$ 142,449</b>	
<b>Fund Balance - Ending</b>	<b>\$ 53,117</b>		<b>\$ 170,726</b>	

# Westside

## Community Development District

### Debt Service Fund Series 2022 AA1

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Interest	\$ -	\$ -	\$ 111	\$ 111
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 111</b>	<b>\$ 111</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Principal - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 111</b>	
<b>Other Financing Sources/(Uses):</b>				
Bond Proceeds	\$ -	\$ -	\$ 231,158	\$ 231,158
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 231,158</b>	<b>\$ 231,158</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 231,270</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 231,270</b>	

# Westside

## Community Development District

### Debt Service Fund Series 2022 AA2

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual		
	Budget	Thru 12/31/22	Thru 12/31/22	Variance	
<b>Revenues:</b>					
Interest	\$ -	\$ -	\$ 147	\$ 147	
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 147</b>	<b>\$ 147</b>	
<b>Expenditures:</b>					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 147</b>		
<b>Other Financing Sources/(Uses):</b>					
Bond Proceeds	\$ -	\$ -	\$ 305,332	\$ 305,332	
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 305,332</b>	<b>\$ 305,332</b>	
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 305,478</b>		
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>		
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 305,478</b>		

**Westside**  
**Community Development District**  
**Capital Projects Funds**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2022**

	Series 2007-2	Series 2018	Series 2019	Series 2019K	Series 2022 AA1	Series 2022 AA2	Total
<b>Revenues</b>							
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 1	\$ -	\$ -	\$ 41	\$ 734	\$ 1,397	\$ 2,173
<b>Total Revenues</b>	<b>\$ 1</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41</b>	<b>\$ 734</b>	<b>\$ 1,397</b>	<b>\$ 2,173</b>
<b>Expenditures:</b>							
Miscellaneous Expense	\$ 177	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay - COI	\$ -	\$ -	\$ -	\$ -	\$ 98,362	\$ 180,188	\$ 278,550
<b>Total Expenditures</b>	<b>\$ 177</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,362</b>	<b>\$ 180,188</b>	<b>\$ 278,727</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (176)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41</b>	<b>\$ (97,628)</b>	<b>\$ (178,791)</b>	<b>\$ (276,554)</b>
<b>Other Financing Sources/(Uses)</b>							
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ (29)	\$ 29	\$ -
Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 1,609,140	\$ 3,054,668	\$ 4,663,808
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,609,111</b>	<b>\$ 3,054,697</b>	<b>\$ 4,663,808</b>
<b>Net Change in Fund Balance</b>	<b>\$ (176)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41</b>	<b>\$ 1,511,484</b>	<b>\$ 2,875,906</b>	<b>\$ 4,387,254</b>
<b>Fund Balance - Beginning</b>	<b>\$ 24,793</b>	<b>\$ 2</b>	<b>\$ 1</b>	<b>\$ 9,373</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 34,168</b>
<b>Fund Balance - Ending</b>	<b>\$ 24,616</b>	<b>\$ 2</b>	<b>\$ 1</b>	<b>\$ 9,413</b>	<b>\$ 1,511,484</b>	<b>\$ 2,875,906</b>	<b>\$ 4,421,422</b>

**Westside**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2022**

	Adopted Budget	Prorated Budget Thru 12/31/22	Actual Thru 12/31/22	Variance
<b>Revenues:</b>				
Interest	\$ -	\$ -	\$ 9,254	\$ 9,254
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,254</b>	<b>\$ 9,254</b>
<b>Expenditures:</b>				
Miscellaneous Expense	\$ 1,500	\$ 114	\$ 114	\$ -
<b>Total Expenditures</b>	<b>\$ 1,500</b>	<b>\$ 114</b>	<b>\$ 114</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (1,500)</b>		<b>\$ 9,140</b>	
<b>Other Financing Sources/(Uses):</b>				
Transfer In/(Out)	\$ 115,000	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ 115,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 113,500</b>		<b>\$ 9,140</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 1,212,507</b>		<b>\$ 1,243,073</b>	
<b>Fund Balance - Ending</b>	<b>\$ 1,326,007</b>		<b>\$ 1,252,213</b>	



**Westside**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments - Tax Roll	\$ -	\$ 47,214	\$ 366,546	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 413,760
Assessments - Direct Bill	\$ 37,865	\$ -	\$ 9,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,035
Assessments - Lot Closings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 816	\$ 990	\$ 1,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,935
<b>Total Revenues</b>	<b>\$ 38,681</b>	<b>\$ 48,203</b>	<b>\$ 376,846</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 463,730</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 200	\$ 600	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600
PICA Expense	\$ 15	\$ 46	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122
Engineering Fees	\$ 483	\$ 2,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,535
Legal Services	\$ 827	\$ 1,533	\$ 533	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,893
Arbitrage Fees	\$ -	\$ 450	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Management Fees	\$ 3,804	\$ 3,804	\$ 3,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,412
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Dissemination Fees	\$ 1,167	\$ 1,167	\$ 1,458	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,792
Trustee Fees	\$ 8,364	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,364
Assessment Roll Services	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 142	\$ 2	\$ 155	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Insurance - General Liability	\$ 9,262	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,262
Printing and Binding	\$ 176	\$ 106	\$ 60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342
Legal Advertising	\$ 4,355	\$ 416	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,772
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 13	\$ 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26
Misc. Expenses	\$ 120	\$ 105	\$ 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335
Property Appraiser's Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 41,891</b>	<b>\$ 10,549</b>	<b>\$ 8,145</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,534</b>

**Westside**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Operations &amp; Maintenance</b>													
<b>Field Expenditures</b>													
Landscape Maintenance	\$ 20,413	\$ 20,413	\$ 20,413	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,238
Oak Tree Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 1,148	\$ -	\$ 2,141	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,289
Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ 31	\$ 31	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92
Streetlighting	\$ 4,684	\$ 4,684	\$ 4,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,038
Irrigation Water	\$ 3,402	\$ 1,556	\$ 2,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,160
Property Insurance	\$ 1,189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,189
Field Management	\$ 1,691	\$ 1,691	\$ 1,691	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,072
Lake & Wetland Maintenance	\$ 2,150	\$ 4,075	\$ 1,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,300
Sidewalk Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater/Lake Repair	\$ 11,615	\$ 9,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,115
<b>Total Operations &amp; Maintenance</b>	<b>\$ 46,322</b>	<b>\$ 41,949</b>	<b>\$ 32,222</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 120,493</b>
<b>Total Expenditures</b>	<b>\$ 88,162</b>	<b>\$ 52,498</b>	<b>\$ 40,367</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 181,027</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (49,482)</b>	<b>\$ (4,295)</b>	<b>\$ 336,479</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 282,703</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (49,482)</b>	<b>\$ (4,295)</b>	<b>\$ 336,479</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 282,703</b>

**Westside**  
COMMUNITY DEVELOPMENT DISTRICT  
Special Assessment Receipts  
Fiscal Year 2023

Gross Assessments \$ 536,423.46 \$ 244,548.00 \$ 216,717.00 \$ 864,258.87 \$ 83,866.00 \$ 1,945,813.33  
 Net Assessments \$ 504,238.05 \$ 229,875.12 \$ 203,713.98 \$ 812,403.34 \$ 78,834.04 \$ 1,829,064.53

**ONROLL ASSESSMENTS**

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	2018 Debt Service	2019 Debt Service	2019 Rebind Debt Service	2019 Parcel Debt Service	Total
11/18/22	ACH	\$6,076.82	\$0.00	(\$121.54)	\$0.00	\$5,955.28	\$1,641.76	\$748.45	\$663.27	\$2,645.12	\$5,955.28
11/22/22	ACH	\$168,680.47	\$0.00	(\$3,373.60)	\$0.00	\$165,306.87	\$45,571.94	\$20,775.61	\$18,411.23	\$73,423.24	\$165,306.87
12/09/22	ACH	\$161.30	\$0.00	(\$32.23)	\$0.00	\$129.07	\$43.57	\$19.87	\$17.61	\$70.21	\$129.07
12/09/22	ACH	\$474.11	\$0.00	(\$9.48)	\$0.00	\$464.63	\$128.09	\$58.39	\$51.75	\$206.37	\$464.63
12/09/22	ACH	\$1,242,319.50	\$0.00	(\$24,846.39)	\$0.00	\$1,217,473.11	\$335,634.02	\$153,010.88	\$135,597.34	\$540,756.87	\$1,217,473.11
12/22/22	ACH	\$113,781.93	\$0.00	(\$2,275.65)	\$0.00	\$111,506.28	\$30,740.14	\$14,014.01	\$12,419.13	\$49,527.00	\$111,506.28
<b>TOTAL</b>		<b>\$1,531,494.13</b>	<b>\$0.00</b>	<b>(\$10,629.09)</b>	<b>\$0.00</b>	<b>\$1,500,864.24</b>	<b>\$413,759.52</b>	<b>\$180,627.21</b>	<b>\$167,160.33</b>	<b>\$666,628.81</b>	<b>\$1,500,864.24</b>

82%  
\$ 320,200.29  
Net Percent Collected  
Balance Remaining to Collect

**DIRECT BILL ASSESSMENTS**

Date Received	Due Date	Check Number	Check Amount	Net Assessed	Operations & Maintenance	2019 Debt Service
10/25/22	11/1/22	33443	\$87,208.65	\$40,411.44	\$66,797.21	\$0.00
	2/1/23		\$43,604.32	\$0.00	\$0.00	\$0.00
	5/1/23		\$43,604.32	\$0.00	\$0.00	\$0.00
			<b>\$174,417.29</b>	<b>\$20,411.44</b>	<b>\$66,797.21</b>	<b>\$0.00</b>

Date Received	Due Date	Check Number	Check Amount	Net Assessed	Operations & Maintenance	2019 Debt Service
10/25/22	11/1/22	1321	\$92,834.76	\$17,453.26	\$55,481.50	\$19,900.00
	2/1/23		\$46,417.38	\$0.00	\$0.00	\$0.00
	5/1/23		\$46,417.38	\$0.00	\$0.00	\$0.00
			<b>\$185,669.52</b>	<b>\$17,453.26</b>	<b>\$55,481.50</b>	<b>\$19,900.00</b>

Date Received	Due Date	Check Number	Check Amount	Net Assessed	Operations & Maintenance	2019 Debt Service
12/28/22	11/1/22	300075498	\$40,015.05	\$9,170.36	\$30,844.69	\$0.00
	2/1/23		\$20,007.52	\$0.00	\$0.00	\$0.00
	5/1/23		\$20,007.52	\$0.00	\$0.00	\$0.00
			<b>\$80,030.09</b>	<b>\$9,170.36</b>	<b>\$30,844.69</b>	<b>\$0.00</b>

# SECTION 3



# SECTION 4

# **REBATE REPORT**

**\$17,525,000**

**Westside Community  
Development District**

**(Osceola County, Florida)**

**Special Assessment Revenue Bonds  
Series 2005**

**Dated: December 1, 2005**

**Delivered: December 2, 2005**

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**Rebate Report to the Computation Date**

**December 1, 2025**

**Reflecting Activity To**

**November 30, 2022**



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**AMTEC**

## TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations / Summary of Yield Restriction Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – General Fund	13
Arbitrage Rebate Calculation Detail Report – Cost of Issuance Fund	15
Arbitrage Rebate Calculation Detail Report – Debt Service Interest Fund	16
Arbitrage Rebate Calculation Detail Report – Debt Service Reserve Fund	18
Arbitrage Rebate Calculation Detail Report – 2005-1 Debt Service Reserve Fund	21
Arbitrage Rebate Calculation Detail Report – 2005-2 Debt Service Reserve Fund	22
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credits	24
Yield Restriction Calculation Detail Report – General Fund	25





# AMTEC

American Municipal Tax-Exempt Compliance

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December 15, 2022

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

Re: \$17,525,000 Westside Community Development District, (Osceola County, Florida),  
Special Assessment Revenue Bonds, Series 2005

Dear Ms. Costa:

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

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

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

We have scheduled the next Report as of November 30, 2023. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

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

For the December 1, 2025 Computation Date  
Reflecting Activity from December 2, 2005 through November 30, 2022

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
General Fund	4.191807%	153,765.93	(157,244.58)
Cost of Issuance Fund	4.024843%	662.36	(795.67)
Debt Service Interest Fund	4.555539%	101,423.05	(70,224.18)
Debt Service Reserve Fund	1.296422%	118,439.47	(902,198.18)
2005-1 Debt Service Reserve Fund	0.251092%	335.30	(10,150.74)
2005-2 Debt Service Reserve Fund	0.189364%	379.88	(14,254.80)
<b>Totals</b>	<b>2.537490%</b>	<b>\$375,005.99</b>	<b>\$(1,154,868.15)</b>
<b>Bond Yield</b>	<b>5.650445%</b>		
Rebate Computation Credits			(47,779.43)
<b>Net Rebatable Arbitrage</b>			<b>\$(1,202,647.58)</b>

## SUMMARY OF YIELD RESTRICTION COMPUTATIONS

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

For the December 1, 2025 Computation Date  
Reflecting Activity from December 1, 2008 through November 30, 2022

Fund Description	Taxable Inv Yield	Yield Reduction Liability
General Fund	1.153933%	(541.17)
<b>Totals</b>	<b>1.153933%</b>	<b>\$(541.17)</b>
<b>Bond Yield (+0.125%) *</b>	<b>5.775445%</b>	

\* Pursuant to the Treasury Regulations Section 1.148-2(d)(2), for yield restriction purposes, the Bond Yield is adjusted upwardly by 0.125% for funds not held in a refunding escrow or allocable to replacement proceeds.

**Based upon our computations, no rebate or yield reduction liability exists.**

## **SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS**

### **COMPUTATIONAL INFORMATION**

1. For purposes of computing Rebutable Arbitrage and Yield Reduction Liability, investment activity is reflected from December 2, 2005, the date of the closing, to November 30, 2022, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of December 1, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between December 2, 2005 and November 30, 2022, the District made periodic payments into the Debt Service Sinking, Interest and Prepayment Funds that were used, along with the interest earned, to provide the required debt service payments.

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

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

6. The Bonds were issued, in part, for the purpose of current refunding the District's outstanding Bond Anticipation Notes, Series 2005 (the "Notes") on December 2, 2005. There were no unspent proceeds of the Notes as of the redemption date; therefore, transferred proceeds calculations were not required.

7. A portion of the Bonds were refunded by the District’s Special Assessment Revenue Refunding Bonds, Series 2019 (the “Refunding Bonds”), as follows:

Issue	Principal Issued	Dated	Principal Refunded	Maturities Refunded	Redemption Date	Redemption Price
2005	\$17,525,000	12/1/05	\$6,825,000	5/1/37	11/1/19	100%

Proceeds in the 2005-1 Debt Service Reserve Fund were deposited into the 2019 escrow fund on September 30, 2019. Accordingly, such proceeds remain subject to rebate at the yield of the Bonds. The 2019 escrow fund yielded below the yield on the Bonds and generated additional negative arbitrage; therefore, the 2019 escrow fund has been excluded from the computation of rebate. For the purpose of computing Rebatable Arbitrage, the remaining proceeds of the Bonds, equal to the percentage of the principal refunded by the Refunding Bonds divided by the outstanding principal of the Bonds immediately prior to the redemption date, transferred to the Refunding Bonds on November 1, 2019, subject to rebate at the yield of the Refunding Bonds.

**DEFINITIONS**

**8. Computation Date**

December 1, 2025.

**9. Computation Period**

The period beginning on December 2, 2005, the date of the closing, and ending on November 30, 2022.

**10. Temporary Period**

The period ending three years from the date of the closing during which time arbitrage profits and losses may be blended.

**11. Yield Reduction Period**

The period subsequent to the Temporary Period that proceeds are yield restricted to the yield on the Bonds, plus 0.125%.

**12. Bond Year**

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

**13. Bond Yield**

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

#### **14. Taxable Investment Yield**

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

#### **15. Issue Price**

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

#### **16. Rebatable Arbitrage**

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

#### **17. Yield Reduction Liability**

The Rebatable Arbitrage accumulated after the Temporary Period, at the bond yield plus 0.125%.

#### **18. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District, SunTrust Bank, Trustee, and US Bank, Successor Trustee.

## **METHODOLOGY**

#### **Bond Yield**

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

#### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage and Yield Reduction Liability, as of November 30, 2022, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to December 1, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on December 1, 2025, is the Rebatable Arbitrage and Yield Reduction Liability.

**\$17,525,000**  
**Westside Community Development District**  
**(Osceola County, Florida)**  
**Special Assessment Revenue Bonds, Series 2005**  
**Delivered: December 2, 2005**

<b>Sources of Funds</b>	
-------------------------	--

<b>Par Amount</b>	<b>\$17,525,000.00</b>
<b>Underwriter's Discount</b>	<b>-350,500.00</b>
<b>Accrued Interest</b>	<b>2,750.45</b>
<b>Total</b>	<b>\$17,177,250.45</b>

<b>Uses of Funds</b>	
----------------------	--

<b>Redemption of Notes</b>	<b>\$ 4,162,777.78</b>
<b>General Fund</b>	<b>9,887,185.81</b>
<b>Cost of Issuance Fund</b>	<b>145,000.00</b>
<b>Debt Service Interest Fund</b>	<b>1,767,040.61</b>
<b>Debt Service Reserve Fund</b>	<b>1,215,246.25</b>
<b>Total</b>	<b>\$17,177,250.45</b>

PROOF OF ARBITRAGE YIELD

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005

Date	Debt Service	Present Value to 12/02/2005 @ 5.6504446%
05/01/2006	412,567.71	403,161.83
11/01/2006	495,081.25	470,501.48
05/01/2007	495,081.25	457,574.00
11/01/2007	495,081.25	445,001.71
05/01/2008	725,081.25	633,829.17
11/01/2008	488,583.75	415,360.22
05/01/2009	733,583.75	606,507.16
11/01/2009	481,662.50	387,283.87
05/01/2010	736,662.50	576,043.76
11/01/2010	474,458.75	360,815.94
05/01/2011	744,458.75	550,589.90
11/01/2011	466,831.25	335,774.62
05/01/2012	751,831.25	525,906.65
11/01/2012	458,780.00	312,099.52
05/01/2013	763,780.00	505,309.26
11/01/2013	450,163.75	289,640.87
05/01/2014	770,163.75	481,917.54
11/01/2014	441,123.75	268,441.99
05/01/2015	781,123.75	462,285.41
11/01/2015	431,518.75	248,364.98
05/01/2016	791,518.75	443,049.49
11/01/2016	421,348.75	229,368.13
05/01/2017	801,348.75	424,241.63
11/01/2017	410,613.75	211,410.01
05/01/2018	815,613.75	408,391.73
11/01/2018	399,172.50	194,380.80
05/01/2019	824,172.50	390,311.37
11/01/2019	387,166.25	178,316.25
05/01/2020	837,166.25	374,977.74
11/01/2020	374,453.75	163,114.40
05/01/2021	849,453.75	359,860.51
11/01/2021	361,035.00	148,745.59
05/01/2022	866,035.00	347,000.89
11/01/2022	346,768.75	135,124.92
05/01/2023	881,768.75	334,156.98
11/01/2023	331,655.00	122,231.38
05/01/2024	896,655.00	321,382.25
11/01/2024	315,693.75	110,043.11
05/01/2025	915,693.75	310,418.40
11/01/2025	298,743.75	98,490.96
05/01/2026	933,743.75	299,381.94
11/01/2026	280,805.00	87,559.46
05/01/2027	950,805.00	288,330.13
11/01/2027	261,877.50	77,231.97
05/01/2028	971,877.50	278,747.38
11/01/2028	241,820.00	67,451.53
05/01/2029	991,820.00	269,049.88
11/01/2029	220,632.50	58,206.27
05/01/2030	1,015,632.50	260,577.68
11/01/2030	198,173.75	49,447.81

PROOF OF ARBITRAGE YIELD

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005

Date	Debt Service	Present Value to 12/02/2005 @ 5.6504446%
05/01/2031	1,038,173.75	251,925.05
11/01/2031	174,443.75	41,167.74
05/01/2032	1,064,443.75	244,300.70
11/01/2032	149,301.25	33,324.66
05/01/2033	1,089,301.25	236,456.19
11/01/2033	122,746.25	25,912.62
05/01/2034	1,117,746.25	229,480.93
11/01/2034	94,637.50	18,895.87
05/01/2035	1,149,637.50	223,236.39
11/01/2035	64,833.75	12,243.50
05/01/2036	1,179,833.75	216,683.36
11/01/2036	33,335.00	5,953.95
05/01/2037	1,213,335.00	210,759.01
	38,282,652.71	17,527,750.45

Proceeds Summary

Delivery date	12/02/2005
Par Value	17,525,000.00
Accrued interest	2,750.45
Target for yield calculation	17,527,750.45



BOND DEBT SERVICE

\$17,525,000

Westside Community Development District  
(Osceola County, Florida)  
Special Assessment Revenue Bonds, Series 2005

Dated Date 12/01/2005  
Delivery Date 12/02/2005

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2006			412,567.71	412,567.71	412,567.71
11/01/2006			495,081.25	495,081.25	
05/01/2007			495,081.25	495,081.25	990,162.50
11/01/2007			495,081.25	495,081.25	
05/01/2008	230,000	5.650%	495,081.25	725,081.25	1,220,162.50
11/01/2008			488,583.75	488,583.75	
05/01/2009	245,000	5.650%	488,583.75	733,583.75	1,222,167.50
11/01/2009			481,662.50	481,662.50	
05/01/2010	255,000	5.650%	481,662.50	736,662.50	1,218,325.00
11/01/2010			474,458.75	474,458.75	
05/01/2011	270,000	5.650%	474,458.75	744,458.75	1,218,917.50
11/01/2011			466,831.25	466,831.25	
05/01/2012	285,000	5.650%	466,831.25	751,831.25	1,218,662.50
11/01/2012			458,780.00	458,780.00	
05/01/2013	305,000	5.650%	458,780.00	763,780.00	1,222,560.00
11/01/2013			450,163.75	450,163.75	
05/01/2014	320,000	5.650%	450,163.75	770,163.75	1,220,327.50
11/01/2014			441,123.75	441,123.75	
05/01/2015	340,000	5.650%	441,123.75	781,123.75	1,222,247.50
11/01/2015			431,518.75	431,518.75	
05/01/2016	360,000	5.650%	431,518.75	791,518.75	1,223,037.50
11/01/2016			421,348.75	421,348.75	
05/01/2017	380,000	5.650%	421,348.75	801,348.75	1,222,697.50
11/01/2017			410,613.75	410,613.75	
05/01/2018	405,000	5.650%	410,613.75	815,613.75	1,226,227.50
11/01/2018			399,172.50	399,172.50	
05/01/2019	425,000	5.650%	399,172.50	824,172.50	1,223,345.00
11/01/2019			387,166.25	387,166.25	
05/01/2020	450,000	5.650%	387,166.25	837,166.25	1,224,332.50
11/01/2020			374,453.75	374,453.75	
05/01/2021	475,000	5.650%	374,453.75	849,453.75	1,223,907.50
11/01/2021			361,035.00	361,035.00	
05/01/2022	505,000	5.650%	361,035.00	866,035.00	1,227,070.00
11/01/2022			346,768.75	346,768.75	
05/01/2023	535,000	5.650%	346,768.75	881,768.75	1,228,537.50
11/01/2023			331,655.00	331,655.00	
05/01/2024	565,000	5.650%	331,655.00	896,655.00	1,228,310.00
11/01/2024			315,693.75	315,693.75	
05/01/2025	600,000	5.650%	315,693.75	915,693.75	1,231,387.50
11/01/2025			298,743.75	298,743.75	
05/01/2026	635,000	5.650%	298,743.75	933,743.75	1,232,487.50
11/01/2026			280,805.00	280,805.00	
05/01/2027	670,000	5.650%	280,805.00	950,805.00	1,231,610.00
11/01/2027			261,877.50	261,877.50	
05/01/2028	710,000	5.650%	261,877.50	971,877.50	1,233,755.00
11/01/2028			241,820.00	241,820.00	
05/01/2029	750,000	5.650%	241,820.00	991,820.00	1,233,640.00

BOND DEBT SERVICE

\$17,525,000

Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2029			220,632.50	220,632.50	
05/01/2030	795,000	5.650%	220,632.50	1,015,632.50	1,236,265.00
11/01/2030			198,173.75	198,173.75	
05/01/2031	840,000	5.650%	198,173.75	1,038,173.75	1,236,347.50
11/01/2031			174,443.75	174,443.75	
05/01/2032	890,000	5.650%	174,443.75	1,064,443.75	1,238,887.50
11/01/2032			149,301.25	149,301.25	
05/01/2033	940,000	5.650%	149,301.25	1,089,301.25	1,238,602.50
11/01/2033			122,746.25	122,746.25	
05/01/2034	995,000	5.650%	122,746.25	1,117,746.25	1,240,492.50
11/01/2034			94,637.50	94,637.50	
05/01/2035	1,055,000	5.650%	94,637.50	1,149,637.50	1,244,275.00
11/01/2035			64,833.75	64,833.75	
05/01/2036	1,115,000	5.650%	64,833.75	1,179,833.75	1,244,667.50
11/01/2036			33,335.00	33,335.00	
05/01/2037	1,180,000	5.650%	33,335.00	1,213,335.00	1,246,670.00
	17,525,000		20,757,652.71	38,282,652.71	38,282,652.71

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 General Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
12/02/05	Beg Bal	-9,887,185.81	-30,129,488.53
12/02/05		789,472.62	2,405,781.25
12/05/05		50,366.34	153,411.46
12/05/05		556,138.29	1,693,948.49
12/06/05		14,600.66	44,465.45
12/07/05		21,394.83	65,146.61
12/20/05		62,133.27	188,813.62
12/20/05		269,926.03	820,264.40
12/20/05		270.00	820.49
01/23/06		53,245.82	160,981.64
01/23/06		195,218.52	590,217.18
02/27/06		714,887.67	2,150,023.18
03/01/06		70,444.42	211,730.32
03/15/06		123,650.00	370,842.49
03/27/06		174,580.97	522,619.52
03/27/06		616,893.70	1,846,711.54
04/21/06		443,633.75	1,323,122.39
04/21/06		1,231,626.71	3,673,284.26
05/31/06		239,818.46	710,945.74
05/31/06		2,604,480.69	7,721,025.54
06/29/06		293,574.50	866,408.67
06/29/06		901,331.31	2,660,044.58
08/29/06		600,000.00	1,754,375.24
11/21/06		10,929.08	31,553.15
02/12/07		4,228.22	12,055.13
02/12/07		-1,982.70	-5,652.90
11/02/07		-484.65	-1,327.29
12/04/07		-5.70	-15.53
12/10/07		-440.81	-1,200.15
01/03/08		-4.82	-13.08
02/04/08		-4.00	-10.80
03/04/08		-2.81	-7.55
03/14/08		-716.30	-1,922.02
04/02/08		-2.55	-6.82
04/14/08		-203.65	-543.92
05/02/08		-73.13	-194.77
11/04/08		-13.50	-34.96
11/05/08		-0.73	-1.89
12/02/08		-3.55	-9.15
12/03/08		-3.18	-8.20
01/05/09		-1.89	-4.85
01/15/09		-7.39	-18.93
02/04/09		-13.87	-35.42
02/10/09		-0.82	-2.09
03/04/09		-9.43	-23.97
03/17/09		-0.57	-1.45
04/03/09		-6.21	-15.71
04/13/09		-0.39	-0.99

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 General Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
05/04/09		-3.93	-9.90
06/03/09		-4.59	-11.51
07/03/09		-2.43	-6.06
12/14/09		1,353.66	3,294.77
12/14/09		348.25	847.63
03/04/13		-0.18	-0.37
04/02/13		-0.29	-0.59
11/07/18		393.70	583.68
12/07/18		4.34	6.40
-----			
12/01/25	TOTALS:	153,765.93	-157,244.58
-----			

ISSUE DATE:	12/02/05	REBATABLE ARBITRAGE:	-157,244.58
COMP DATE:	12/01/25	NET INCOME:	153,765.93
BOND YIELD:	5.650445%	TAX INV YIELD:	4.191807%

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
12/02/05	Beg Bal	-145,000.00	-441,862.42
12/02/05		25,643.75	78,144.89
12/05/05		13,000.00	39,596.86
12/05/05		5,000.00	15,229.56
12/05/05		5,000.00	15,229.56
12/05/05		6,757.57	20,582.97
12/05/05		30,000.00	91,377.37
01/11/06		4,282.53	12,971.73
02/09/06		12,500.00	37,698.61
02/17/06		1,495.81	4,505.61
03/09/06		40,000.00	120,076.68
02/12/07		1,982.70	5,652.90
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12/01/25	TOTALS:	662.36	-795.67
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ISSUE DATE:	12/02/05	REBATABLE ARBITRAGE:	-795.67
COMP DATE:	12/01/25	NET INCOME:	662.36
BOND YIELD:	5.650445%	TAX INV YIELD:	4.024843%

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 Debt Service Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
12/02/05	Beg Bal	-1,767,040.61	-5,384,750.61
01/04/06		-1,210.69	-3,671.14
02/01/06		-0.94	-2.84
03/01/06		-0.84	-2.52
04/03/06		-0.93	-2.78
05/01/06		-0.90	-2.68
05/01/06		412,567.71	1,228,565.94
06/01/06		-0.93	-2.76
06/28/06		-10,400.00	-30,697.64
07/03/06		-10,177.54	-30,017.77
08/01/06		-505.67	-1,484.98
08/03/06		173.27	508.68
08/09/06		-1,585.91	-4,651.51
09/01/06		-0.89	-2.60
09/14/06		-1,958.37	-5,712.91
10/02/06		-12,755.38	-37,106.19
10/13/06		-1,817.48	-5,278.17
11/01/06		-95.75	-277.30
11/01/06		495,081.25	1,433,771.88
11/08/06		-4,716.42	-13,644.12
12/01/06		-0.90	-2.59
12/28/06		-10,400.00	-29,854.19
01/02/07		-198.56	-569.63
01/10/07		-3,569.12	-10,226.49
01/10/07		-3,448.57	-9,881.08
02/01/07		-1,200.40	-3,428.31
02/09/07		-4,087.27	-11,658.68
03/02/07		-0.92	-2.61
04/03/07		-1.02	-2.89
05/01/07		495,081.25	1,394,377.61
05/02/07		-0.98	-2.76
06/04/07		-0.99	-2.77
06/28/07		-20,519.72	-57,285.38
07/03/07		-3.33	-9.29
07/16/07		20,519.72	57,126.00
07/26/07		-20,519.72	-57,037.65
08/02/07		-0.52	-1.44
09/05/07		-1.00	-2.76
10/02/07		-0.95	-2.61
11/01/07		495,081.25	1,356,065.74
11/02/07		484.65	1,327.29
12/04/07		5.70	15.53
12/10/07		440.81	1,200.15
01/03/08		4.82	13.08
01/31/08		-25,982.55	-70,194.56
02/04/08		4.00	10.80
03/04/08		2.81	7.55
03/14/08		716.30	1,922.02

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 Debt Service Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
04/02/08		2.55	6.82
04/14/08		203.65	543.92
05/01/08		83,185.95	221,592.26
05/02/08		73.13	194.77
-----			
12/01/25	TOTALS:	101,423.05	-70,224.18
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ISSUE DATE:	12/02/05	REBATABLE ARBITRAGE:	-70,224.18
COMP DATE:	12/01/25	NET INCOME:	101,423.05
BOND YIELD:	5.650445%	TAX INV YIELD:	4.555539%

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
12/02/05	Beg Bal	-1,215,246.25	100.00	-1,215,246.25	-3,703,252.74
01/04/06		1,210.69	100.00	1,210.69	3,671.14
02/01/06		0.94	100.00	0.94	2.84
03/01/06		0.84	100.00	0.84	2.52
04/03/06		0.93	100.00	0.93	2.78
05/01/06		0.90	100.00	0.90	2.68
06/01/06		0.93	100.00	0.93	2.76
06/28/06		10,400.00	100.00	10,400.00	30,697.64
07/03/06		10,177.54	100.00	10,177.54	30,017.77
08/01/06		505.67	100.00	505.67	1,484.98
08/01/06		173.27	100.00	173.27	508.83
08/03/06		-173.27	100.00	-173.27	-508.68
08/09/06		1,585.91	100.00	1,585.91	4,651.51
09/01/06		0.89	100.00	0.89	2.60
09/14/06		1,958.37	100.00	1,958.37	5,712.91
10/02/06		12,755.38	100.00	12,755.38	37,106.19
10/13/06		1,817.48	100.00	1,817.48	5,278.17
11/01/06		95.75	100.00	95.75	277.30
11/08/06		4,716.42	100.00	4,716.42	13,644.12
12/01/06		0.90	100.00	0.90	2.59
12/28/06		10,400.00	100.00	10,400.00	29,854.19
01/02/07		198.56	100.00	198.56	569.63
01/10/07		3,569.12	100.00	3,569.12	10,226.49
01/10/07		3,448.57	100.00	3,448.57	9,881.08
02/01/07		1,200.40	100.00	1,200.40	3,428.31
02/09/07		4,087.27	100.00	4,087.27	11,658.68
03/02/07		0.92	100.00	0.92	2.61
04/03/07		1.02	100.00	1.02	2.89
05/02/07		0.98	100.00	0.98	2.76
06/04/07		0.99	100.00	0.99	2.77
06/28/07		20,519.72	100.00	20,519.72	57,285.38
07/03/07		3.33	100.00	3.33	9.29
07/16/07		-20,519.72	100.00	-20,519.72	-57,126.00
07/26/07		20,519.72	100.00	20,519.72	57,037.65
08/02/07		0.52	100.00	0.52	1.44
09/05/07		1.00	100.00	1.00	2.76
10/02/07		0.95	100.00	0.95	2.61
11/15/07		0.94	100.00	0.94	2.57
12/04/07		0.86	100.00	0.86	2.34
01/03/08		0.86	100.00	0.86	2.33
02/01/08		25,982.55	100.00	25,982.55	70,183.69
02/01/08		4,581.00	100.00	4,581.00	12,374.13
02/04/08		0.79	100.00	0.79	2.13
03/04/08		0.58	100.00	0.58	1.56
03/17/08		12,155.99	100.00	12,155.99	32,602.63
04/02/08		0.53	100.00	0.53	1.42
04/14/08		3,019.82	100.00	3,019.82	8,065.45
05/02/08		0.60	100.00	0.60	1.60



\$17,525,000  
Westside Community Development District  
(Osceola County, Florida)  
Special Assessment Revenue Bonds, Series 2005  
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
05/23/08		2,536.16	100.00	2,536.16	6,732.90
06/03/08		0.75	100.00	0.75	1.99
06/10/08		2,349.28	100.00	2,349.28	6,220.39
07/02/08		0.67	100.00	0.67	1.77
07/07/08		2,184.69	100.00	2,184.69	5,760.47
08/04/08		2,215.51	100.00	2,215.51	5,817.37
08/04/08		0.68	100.00	0.68	1.79
09/03/08		0.68	100.00	0.68	1.78
10/02/08		0.68	100.00	0.68	1.77
10/21/08		4,303.07	100.00	4,303.07	11,164.92
10/22/08		33,354.14	100.00	33,354.14	86,528.60
10/22/08		-33,354.14	100.00	-33,354.14	-86,528.60
11/04/08		54,680.13	100.00	54,680.13	141,590.08
11/04/08		0.73	100.00	0.73	1.89
11/06/08		-54,680.13	100.00	-54,680.13	-141,546.26
11/07/08		16,702.75	100.00	16,702.75	43,230.44
11/19/08		1,509.46	100.00	1,509.46	3,899.57
12/02/08		3.18	100.00	3.18	8.20
12/18/08		991.62	100.00	991.62	2,550.30
01/05/09		1.89	100.00	1.89	4.85
01/16/09		583.94	100.00	583.94	1,495.31
02/03/09		13.87	100.00	13.87	35.42
02/10/09		307.33	100.00	307.33	784.07
03/03/09		9.43	100.00	9.43	23.97
03/19/09		196.11	100.00	196.11	497.31
04/02/09		6.21	100.00	6.21	15.72
04/14/09		124.82	100.00	124.82	315.31
05/01/09		416,050.53	100.00	416,050.53	1,048,217.42
05/04/09		3.93	100.00	3.93	9.90
05/06/09		-152,280.00	100.00	-152,280.00	-383,364.65
05/11/09		0.11	100.00	0.11	0.28
06/02/09		4.59	100.00	4.59	11.51
07/02/09		2.43	100.00	2.43	6.06
07/09/09		62.63	100.00	62.63	156.14
07/14/09		-10.95	100.00	-10.95	-27.28
08/04/09		42.09	100.00	42.09	104.53
09/04/09		11.02	100.00	11.02	27.24
10/09/09		7.51	100.00	7.51	18.46
11/02/09		296,297.77	100.00	296,297.77	725,883.29
11/06/09		6.58	100.00	6.58	16.11
12/04/09		5.38	100.00	5.38	13.12
12/23/09		7,731.67	100.00	7,731.67	18,792.45
12/23/09		21,314.58	100.00	21,314.58	51,806.82
12/24/09		10,718.39	100.00	10,718.39	26,047.89
01/07/10		5.24	100.00	5.24	12.71
02/05/10		4.95	100.00	4.95	11.95
03/03/10		4.91	100.00	4.91	11.81
03/18/10		30.00	100.00	30.00	71.96

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
03/18/10		16,820.95	100.00	16,820.95	40,350.32
03/18/10		812.86	100.00	812.86	1,949.90
03/18/10		1,426.61	100.00	1,426.61	3,422.17
03/18/10		204.60	100.00	204.60	490.80
03/18/10		1,973.61	100.00	1,973.61	4,734.32
03/18/10		13,583.23	100.00	13,583.23	32,583.63
03/18/10		152.00	100.00	152.00	364.62
04/13/10		5.08	100.00	5.08	12.14
05/17/10		4.68	100.00	4.68	11.12
06/15/10		4.83	100.00	4.83	11.43
07/14/10		4.65	100.00	4.65	10.96
08/06/10		5.07	100.00	5.07	11.90
09/02/10		-51.37	100.00	-51.37	-120.14
10/07/10		10.00	100.00	10.00	23.26
11/10/10		4.83	100.00	4.83	11.18
01/10/11		9.52	100.00	9.52	21.83
02/15/11		4.83	100.00	4.83	11.01
03/08/11		4.37	100.00	4.37	9.93
04/07/11		4.84	100.00	4.84	10.95
06/24/11		9.52	100.00	9.52	21.28
08/04/11		4.69	100.00	4.69	10.42
08/04/11		4.83	100.00	4.83	10.73
04/01/16		42,021.88	100.00	42,021.88	72,011.55
04/01/16		255,000.00	100.00	255,000.00	436,985.36
04/20/16		-42,021.88	100.00	-42,021.88	-71,800.09
04/20/16		-255,000.00	100.00	-255,000.00	-435,702.15
06/20/17		755.29	100.00	755.29	1,209.29
04/04/19		72,909.29	100.00	72,909.29	105,659.85
04/22/19	2005-1 DSR	304,436.00	100.00	304,436.00	439,959.95
04/22/19	2005-2 DSR	100,342.00	100.00	100,342.00	145,010.65
11/01/19	Bal Out	102,511.57	50.20	51,461.48	72,226.20
11/01/19	Bal In	-102,511.57	50.20	-51,461.48	-72,226.20
11/06/20		103,135.36	50.20	51,774.63	68,674.27
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12/01/25	TOTALS:	169,800.20		118,439.47	-902,198.18
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ISSUE DATE: 12/02/05      REBATABLE ARBITRAGE: -902,198.18  
 COMP DATE: 12/01/25      NET INCOME: 118,439.47  
 BOND YIELD: 5.650445%      TAX INV YIELD: 1.296422%

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 2005-1 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
04/22/19	From DSR	-304,436.00	-439,959.95
05/02/19		22.52	32.49
06/04/19		77.57	111.37
07/02/19		75.07	107.32
08/02/19		64.64	91.98
09/04/19		51.71	73.22
09/30/19	to 19 Escrow	304,436.00	429,331.08
10/02/19		43.79	61.74
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12/01/25	TOTALS:	335.30	-10,150.74
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ISSUE DATE: 12/02/05      REBATABLE ARBITRAGE: -10,150.74  
 COMP DATE: 12/01/25      NET INCOME: 335.30  
 BOND YIELD: 5.650445%      TAX INV YIELD: 0.251092%

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 2005-2 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
04/22/19	From DSR	-100,342.00	100.00	-100,342.00	-145,010.65
05/02/19		40,000.00	100.00	40,000.00	57,717.16
05/02/19		7.42	100.00	7.42	10.71
05/02/19		4,662.03	100.00	4,662.03	6,726.98
06/04/19		14.55	100.00	14.55	20.89
07/02/19		13.73	100.00	13.73	19.63
07/02/19		-44,662.03	100.00	-44,662.03	-63,848.42
08/02/19		21.00	100.00	21.00	29.88
09/04/19		17.04	100.00	17.04	24.13
10/02/19		14.85	100.00	14.85	20.94
11/01/19	Bal In	-100,355.19	50.20	-50,378.96	-70,706.89
11/01/19	Bal Out	100,355.19	100.00	100,355.19	140,848.53
11/04/19		12.78	50.20	6.42	9.00
12/03/19		12.37	50.20	6.21	8.67
01/03/20		12.78	50.20	6.42	8.92
02/04/20		12.75	50.20	6.40	8.85
03/03/20		10.56	50.20	5.30	7.30
04/02/20		4.76	50.20	2.39	3.28
05/04/20		0.82	50.20	0.41	0.56
06/02/20		0.85	50.20	0.43	0.58
07/02/20		0.49	50.20	0.25	0.33
08/04/20		0.47	50.20	0.24	0.32
09/02/20		0.42	50.20	0.21	0.28
10/02/20		0.41	50.20	0.21	0.27
11/03/20		0.42	50.20	0.21	0.28
12/02/20		0.41	50.20	0.21	0.27
01/05/21		0.42	50.20	0.21	0.28
02/02/21		0.43	50.20	0.22	0.28
03/02/21		0.38	50.20	0.19	0.25
04/02/21		0.43	50.20	0.22	0.28
05/04/21		0.41	50.20	0.21	0.27
06/02/21		0.43	50.20	0.22	0.28
07/02/21		0.41	50.20	0.21	0.26
08/03/21		0.43	50.20	0.22	0.27
09/02/21		0.43	50.20	0.22	0.27
10/04/21		0.41	50.20	0.21	0.26
11/02/21		0.43	50.20	0.22	0.27
12/02/21		0.41	50.20	0.21	0.26
01/04/22		0.43	50.20	0.22	0.27
02/02/22		0.43	50.20	0.22	0.27
03/02/22		0.38	50.20	0.19	0.24
04/04/22		0.43	50.20	0.22	0.26
05/03/22		0.41	50.20	0.21	0.25
06/02/22		0.43	50.20	0.22	0.26
07/05/22		0.41	50.20	0.21	0.25
08/02/22		0.43	50.20	0.22	0.26
09/02/22		66.19	50.20	33.23	39.82
10/04/22		123.71	50.20	62.10	74.05

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 2005-2 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
11/02/22		151.75	50.20	76.18	90.45
11/30/22	MMkt Bal	100,342.00	50.20	50,372.34	59,546.65
11/30/22	MMkt Acc	146.85	50.20	73.72	87.15
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12/01/25	TOTALS:	655.75		379.97	-14,254.80
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ISSUE DATE:	12/02/05	REBATABLE ARBITRAGE:	-14,254.80
COMP DATE:	12/01/25	NET INCOME:	379.97
BOND YIELD:	5.650445%	TAX INV YIELD:	0.189364%

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.650445%)
12/01/06		-1,000.00	-2,882.62
12/01/07		-1,400.00	-3,816.94
12/01/08		-1,430.00	-3,687.44
12/01/09		-1,490.00	-3,633.92
12/01/10		-1,500.00	-3,460.04
12/01/11		-1,520.00	-3,316.15
12/01/12		-1,550.00	-3,198.33
12/01/13		-1,590.00	-3,103.05
12/01/14		-1,620.00	-2,990.25
12/01/15		-1,650.00	-2,880.56
12/01/16		-1,650.00	-2,724.44
12/01/17		-1,670.00	-2,608.02
12/01/18		-1,700.00	-2,510.99
12/01/19		-1,730.00	-2,416.81
12/01/20		-1,760.00	-2,325.46
12/01/21		-1,780.00	-2,224.42
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12/01/25	TOTALS:	-25,040.00	-47,779.43
-----			

ISSUE DATE: 12/02/05      REBATABLE ARBITRAGE: -47,779.43  
 COMP DATE: 12/01/25  
 BOND YIELD: 5.650445%

\$17,525,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2005  
 General Fund

YIELD RESTRICTION CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.775445%)
12/01/08	GF MMkt Balance	-1,976.38	-5,202.73
12/01/08	GF MMkt Accrual	-1.87	-4.92
12/02/08		-3.55	-9.34
12/03/08		-3.18	-8.37
01/05/09		-1.89	-4.95
01/15/09		-7.39	-19.32
02/04/09		-13.87	-36.15
02/10/09		-0.82	-2.14
03/04/09		-9.43	-24.46
03/17/09		-0.57	-1.48
04/03/09		-6.21	-16.04
04/13/09		-0.39	-1.01
05/04/09		-3.93	-10.10
06/03/09		-4.59	-11.74
07/03/09		-2.43	-6.19
12/14/09		348.25	864.24
12/14/09		1,353.66	3,359.31
03/04/13		-0.18	-0.37
04/02/13		-0.29	-0.60
11/07/18		393.70	588.71
12/07/18		4.34	6.46
-----			
12/01/25	TOTALS:	62.98	-541.17
-----			

ISSUE DATE: 12/02/05    YIELD REDUCTION AMT: -541.17  
 COMP DATE: 12/01/25    NET INCOME: 62.98  
 BOND YIELD: 5.775445%    TAX INV YIELD: 1.153933%





**REBATE REPORT**  
**\$17,510,000**  
**Westside Community  
Development District**  
**(Osceola County, Florida)**  
**Special Assessment Revenue Bonds**  
**Series 2007**

**Dated: December 1, 2007**  
**Delivered: December 3, 2007**

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**Rebate Report to the Computation Date**  
**December 2, 2022**  
**Reflecting Activity To**  
**December 2, 2022**



## TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations / Summary of Yield Restriction Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition & Construction Fund	13
Arbitrage Rebate Calculation Detail Report – Cost of Issuance Fund	14
Arbitrage Rebate Calculation Detail Report – Debt Service Interest Fund	15
Arbitrage Rebate Calculation Detail Report – Debt Service Reserve Fund	16
Arbitrage Rebate Calculation Detail Report – 2007-1 Debt Service Reserve Fund	18
Arbitrage Rebate Calculation Detail Report – 2007-2 Debt Service Reserve Fund	19
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credits	21
Yield Restriction Calculation Detail Report – Acquisition & Construction Fund	22



# AMTEC

American Municipal Tax-Exempt Compliance

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[www.amteccorp.com](http://www.amteccorp.com)

December 15, 2022

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

Re: \$17,510,000 Westside Community Development District, (Osceola County, Florida),  
Special Assessment Revenue Bonds, Series 2007

Dear Ms. Costa:

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

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

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

We have scheduled the next Report as of November 30, 2023. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

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

For the December 2, 2022 Computation Date  
Reflecting Activity from December 3, 2007 through December 2, 2022

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	1.128249%	3,506.11	(47,910.83)
Cost of Issuance Fund	3.637368%	454.28	(1,284.75)
Debt Service Interest Fund	2.607434%	19,297.67	(95,968.15)
Debt Service Reserve Fund	0.702644%	65,914.16	(1,260,074.09)
2007-1 Debt Service Reserve Fund	0.251089%	348.76	(12,185.58)
2007-2 Debt Service Reserve Fund	0.191810%	152.81	(6,367.28)
<b>Totals</b>	<b>0.847030%</b>	<b>\$89,673.79</b>	<b>\$(1,423,790.68)</b>
<b>Bond Yield</b>	<b>7.262670%</b>		
Rebate Computation Credits			(41,374.69)
<b>Net Rebatable Arbitrage</b>			<b>\$(1,465,165.37)</b>

## SUMMARY OF YIELD RESTRICTION COMPUTATIONS

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

For the December 2, 2022 Computation Date  
Reflecting Activity from December 2, 2010 through December 2, 2022

Fund Description	Taxable Inv Yield	Yield Reduction Liability
Acquisition & Construction Fund	0.033874%	(12,689.60)
<b>Totals</b>	<b>0.033874%</b>	<b>\$(12,689.60)</b>
<b>Bond Yield (+0.125%) *</b>	<b>7.387670%</b>	

\* Pursuant to the Treasury Regulations Section 1.148-2(d)(2), for yield restriction purposes, the Bond Yield is adjusted upwardly by 0.125% for funds not held in a refunding escrow or allocable to replacement proceeds.

**Based upon our computations, no rebate or yield reduction liability exists.**

## **SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS**

### **COMPUTATIONAL INFORMATION**

1. For purposes of computing Rebatale Arbitrage and Yield Reduction Liability, investment activity is reflected from December 3, 2007, the date of the closing, to December 2, 2022, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of December 2, 2022.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between December 3, 2007 and December 2, 2022, the District made periodic payments into the Debt Service Interest, Sinking and Redemption Prepayment Funds that were used, along with the interest earned, to provide the required debt service payments.

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

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

6. A portion of the Bonds were refunded by the District’s Special Assessment Revenue Refunding Bonds, Series 2019 (the “Refunding Bonds”), as follows:

<b>Issue</b>	<b>Principal Issued</b>	<b>Dated</b>	<b>Principal Refunded</b>	<b>Maturities Refunded</b>	<b>Redemption Date</b>	<b>Redemption Price</b>
2007	\$17,510,000	12/1/07	\$6,520,000	5/1/38	11/1/19	100%

Proceeds in the 2007-1 Debt Service Reserve Fund were deposited into the 2019 escrow fund on September 30, 2019. Accordingly, such proceeds remain subject to rebate at the yield of the Bonds. The 2019 escrow fund yielded below the yield on the Bonds and generated additional negative arbitrage; therefore, the 2019 escrow fund has been excluded from the computation of rebate. For the purpose of computing Rebatable Arbitrage, the remaining proceeds of the Bonds, equal to the percentage of the principal refunded by the Refunding Bonds divided by the outstanding principal of the Bonds immediately prior to the redemption date, transferred to the Refunding Bonds on November 1, 2019, subject to rebate at the yield of the Refunding Bonds.

**DEFINITIONS**

**7. Computation Date**

December 2, 2022.

**8. Computation Period**

The period beginning on December 3, 2007, the date of the closing, and ending on December 2, 2022, the Computation Date.

**9. Temporary Period**

The period ending three years from the date of the closing during which time arbitrage profits and losses may be blended.

**10. Yield Reduction Period**

The period subsequent to the Temporary Period that proceeds are yield restricted to the yield on the Bonds, plus 0.125%.

**11. Bond Year**

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

**12. Bond Yield**

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

### **13. Taxable Investment Yield**

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

### **14. Issue Price**

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

### **15. Rebatable Arbitrage**

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

### **16. Yield Reduction Liability**

The Rebatable Arbitrage accumulated after the Temporary Period, at the bond yield plus 0.125%.

### **17. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee.

## **METHODOLOGY**

### **Bond Yield**

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

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage and Yield Reduction Liability, as of December 2, 2022, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to December 2, 2022. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on December 2, 2022, is the Rebatable Arbitrage and Yield Reduction Liability.

**\$17,510,000**  
**Westside Community Development District**  
**(Osceola County, Florida)**  
**Special Assessment Revenue Bonds, Series 2007**  
**Delivered: December 3, 2007**

<b>Sources of Funds</b>	
-------------------------	--

<b>Par Amount</b>	<b>\$17,510,000.00</b>
<b>Original Issue Discount</b>	<b>-109,437.50</b>
<b>Underwriter's Discount</b>	<b>-350,200.00</b>
<b>Accrued Interest</b>	<b>7,004.00</b>
<b>Total</b>	<b>\$17,057,366.50</b>

<b>Uses of Funds</b>	
----------------------	--

<b>Acquisition &amp; Construction Fund</b>	<b>\$14,405,435.78</b>
<b>Cost of Issuance Fund</b>	<b>150,000.00</b>
<b>Debt Service Interest Fund</b>	<b>1,074,310.72</b>
<b>Debt Service Reserve Fund</b>	<b>1,427,620.00</b>
<b>Total</b>	<b>\$17,057,366.50</b>



PROOF OF ARBITRAGE YIELD

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007

Date	Debt Service	Present Value to 12/03/2007 @ 7.2626703%
05/01/2008	525,300.00	510,117.57
11/01/2008	630,360.00	590,691.11
05/01/2009	800,360.00	723,712.49
11/01/2009	624,240.00	544,679.70
05/01/2010	809,240.00	681,358.76
11/01/2010	617,580.00	501,765.31
05/01/2011	812,580.00	637,063.09
11/01/2011	610,560.00	461,905.97
05/01/2012	820,560.00	599,024.34
11/01/2012	603,000.00	424,776.37
05/01/2013	828,000.00	562,836.53
11/01/2013	594,900.00	390,215.77
05/01/2014	839,900.00	531,615.14
11/01/2014	586,080.00	357,960.88
05/01/2015	851,080.00	501,600.49
11/01/2015	576,540.00	327,888.30
05/01/2016	856,540.00	470,059.71
11/01/2016	566,460.00	299,973.95
05/01/2017	871,460.00	445,318.41
11/01/2017	555,480.00	273,905.36
05/01/2018	880,480.00	418,948.37
11/01/2018	543,780.00	249,673.90
05/01/2019	893,780.00	395,994.77
11/01/2019	531,180.00	227,095.98
05/01/2020	906,180.00	373,844.59
11/01/2020	517,680.00	206,085.26
05/01/2021	922,680.00	354,442.31
11/01/2021	503,100.00	186,490.91
05/01/2022	938,100.00	335,553.21
11/01/2022	487,440.00	168,245.06
05/01/2023	952,440.00	317,225.21
11/01/2023	470,700.00	151,280.58
05/01/2024	970,700.00	301,046.04
11/01/2024	452,700.00	135,477.53
05/01/2025	992,700.00	286,670.97
11/01/2025	433,260.00	120,732.22
05/01/2026	1,013,260.00	272,461.04
11/01/2026	412,380.00	107,001.54
05/01/2027	1,032,380.00	258,488.31
11/01/2027	390,060.00	94,241.38
05/01/2028	1,060,060.00	247,143.72
11/01/2028	365,940.00	82,326.17
05/01/2029	1,085,940.00	235,745.16
11/01/2029	340,020.00	71,227.93
05/01/2030	1,115,020.00	225,391.44
11/01/2030	312,120.00	60,881.49
05/01/2031	1,142,120.00	214,973.19
11/01/2031	282,240.00	51,262.53
05/01/2032	1,177,240.00	206,326.68
11/01/2032	250,020.00	42,283.80

PROOF OF ARBITRAGE YIELD

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007

Date	Debt Service	Present Value to 12/03/2007 @ 7.2626703%
05/01/2033	1,210,020.00	197,469.83
11/01/2033	215,460.00	33,929.99
05/01/2034	1,245,460.00	189,258.68
11/01/2034	178,380.00	26,156.59
05/01/2035	1,288,380.00	182,300.47
11/01/2035	138,420.00	18,899.55
05/01/2036	1,328,420.00	175,023.77
11/01/2036	95,580.00	12,151.71
05/01/2037	1,375,580.00	168,758.36
11/01/2037	49,500.00	5,859.95
05/01/2038	1,424,500.00	162,727.04
	43,905,620.00	17,407,566.50

Proceeds Summary

Delivery date	12/03/2007
Par Value	17,510,000.00
Accrued interest	7,004.00
Premium (Discount)	-109,437.50
Target for yield calculation	17,407,566.50

BOND DEBT SERVICE

\$17,510,000

Westside Community Development District  
(Osceola County, Florida)  
Special Assessment Revenue Bonds, Series 2007

Dated Date 12/01/2007  
Delivery Date 12/03/2007

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2008			525,300	525,300	525,300
11/01/2008			630,360	630,360	
05/01/2009	170,000	7.200%	630,360	800,360	1,430,720
11/01/2009			624,240	624,240	
05/01/2010	185,000	7.200%	624,240	809,240	1,433,480
11/01/2010			617,580	617,580	
05/01/2011	195,000	7.200%	617,580	812,580	1,430,160
11/01/2011			610,560	610,560	
05/01/2012	210,000	7.200%	610,560	820,560	1,431,120
11/01/2012			603,000	603,000	
05/01/2013	225,000	7.200%	603,000	828,000	1,431,000
11/01/2013			594,900	594,900	
05/01/2014	245,000	7.200%	594,900	839,900	1,434,800
11/01/2014			586,080	586,080	
05/01/2015	265,000	7.200%	586,080	851,080	1,437,160
11/01/2015			576,540	576,540	
05/01/2016	280,000	7.200%	576,540	856,540	1,433,080
11/01/2016			566,460	566,460	
05/01/2017	305,000	7.200%	566,460	871,460	1,437,920
11/01/2017			555,480	555,480	
05/01/2018	325,000	7.200%	555,480	880,480	1,435,960
11/01/2018			543,780	543,780	
05/01/2019	350,000	7.200%	543,780	893,780	1,437,560
11/01/2019			531,180	531,180	
05/01/2020	375,000	7.200%	531,180	906,180	1,437,360
11/01/2020			517,680	517,680	
05/01/2021	405,000	7.200%	517,680	922,680	1,440,360
11/01/2021			503,100	503,100	
05/01/2022	435,000	7.200%	503,100	938,100	1,441,200
11/01/2022			487,440	487,440	
05/01/2023	465,000	7.200%	487,440	952,440	1,439,880
11/01/2023			470,700	470,700	
05/01/2024	500,000	7.200%	470,700	970,700	1,441,400
11/01/2024			452,700	452,700	
05/01/2025	540,000	7.200%	452,700	992,700	1,445,400
11/01/2025			433,260	433,260	
05/01/2026	580,000	7.200%	433,260	1,013,260	1,446,520
11/01/2026			412,380	412,380	
05/01/2027	620,000	7.200%	412,380	1,032,380	1,444,760
11/01/2027			390,060	390,060	
05/01/2028	670,000	7.200%	390,060	1,060,060	1,450,120
11/01/2028			365,940	365,940	
05/01/2029	720,000	7.200%	365,940	1,085,940	1,451,880
11/01/2029			340,020	340,020	
05/01/2030	775,000	7.200%	340,020	1,115,020	1,455,040
11/01/2030			312,120	312,120	

BOND DEBT SERVICE

\$17,510,000

Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2031	830,000	7.200%	312,120	1,142,120	1,454,240
11/01/2031			282,240	282,240	
05/01/2032	895,000	7.200%	282,240	1,177,240	1,459,480
11/01/2032			250,020	250,020	
05/01/2033	960,000	7.200%	250,020	1,210,020	1,460,040
11/01/2033			215,460	215,460	
05/01/2034	1,030,000	7.200%	215,460	1,245,460	1,460,920
11/01/2034			178,380	178,380	
05/01/2035	1,110,000	7.200%	178,380	1,288,380	1,466,760
11/01/2035			138,420	138,420	
05/01/2036	1,190,000	7.200%	138,420	1,328,420	1,466,840
11/01/2036			95,580	95,580	
05/01/2037	1,280,000	7.200%	95,580	1,375,580	1,471,160
11/01/2037			49,500	49,500	
05/01/2038	1,375,000	7.200%	49,500	1,424,500	1,474,000
	17,510,000		26,395,620	43,905,620	43,905,620

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.262670%)
12/03/07	Beg Bal	-14,405,435.78	-41,992,636.61
12/03/07		5,959,883.83	17,373,388.75
12/03/07		6,150,395.39	17,928,740.41
12/03/07		11,868.70	34,597.91
12/03/07		2,039,172.51	5,944,299.88
12/26/07		-44.00	-127.68
02/29/08		1,623.44	4,652.45
02/29/08		25,596.42	73,354.15
02/29/08		3,246.86	9,304.84
02/29/08		138,324.36	396,409.55
06/30/08		-6,084.86	-17,024.82
07/02/08		-8.99	-25.14
11/25/09		1,660.00	4,202.22
11/25/09		1,345.00	3,404.81
11/25/09		772.50	1,955.55
11/25/09		250.00	632.86
11/25/09		250.00	632.86
11/25/09		250.00	632.86
11/25/09		500.00	1,265.73
11/25/09		668.75	1,692.91
11/25/09		2,795.87	7,077.63
11/25/09		560.50	1,418.88
11/25/09		925.00	2,341.60
11/25/09		813.75	2,059.97
11/25/09		125.00	316.43
11/25/09		218.75	553.76
11/25/09		721.40	1,826.19
11/25/09		3,395.39	8,595.29
12/14/09		384.25	969.06
12/14/09		1,353.66	3,413.86
12/23/09		7,731.67	19,464.11
12/23/09		21,314.57	53,658.40
12/24/09		10,718.39	26,977.68
06/07/10		140.00	341.17
06/07/10		285.00	694.53
11/04/13		-172,211.55	-329,087.73
11/05/13		200,000.00	382,114.35
02/08/18		0.33	0.47
-----			
12/02/22	TOTALS:	3,506.11	-47,910.83
-----			

ISSUE DATE: 12/03/07      REBATABLE ARBITRAGE: -47,910.83  
 COMP DATE: 12/02/22      NET INCOME: 3,506.11  
 BOND YIELD: 7.262670%      TAX INV YIELD: 1.128249%

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.262670%)
12/03/07	Beg Bal	-150,000.00	-437,258.24
12/03/07		36,500.00	106,399.50
12/03/07		30,000.00	87,451.65
12/21/07		17,500.00	50,831.82
12/26/07		4,877.50	14,153.52
01/03/08		4,735.12	13,721.32
01/08/08		1,000.00	2,894.91
01/09/08		1,500.00	4,341.50
01/09/08		100.00	289.43
01/17/08		5,000.00	14,448.74
01/28/08		40,000.00	115,338.25
02/13/08		3,500.00	10,062.14
02/26/08		-343.20	-984.13
06/30/08		6,084.86	17,024.82
-----			
12/02/22	TOTALS:	454.28	-1,284.75
-----			

ISSUE DATE:	12/03/07	REBATABLE ARBITRAGE:	-1,284.75
COMP DATE:	12/02/22	NET INCOME:	454.28
BOND YIELD:	7.262670%	TAX INV YIELD:	3.637368%

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 Debt Service Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.262670%)
12/03/07	Beg Bal	-1,074,310.72	-3,131,674.76
01/03/08		-4,650.00	-13,474.66
02/04/08		-4,572.29	-13,168.33
03/04/08		-3,429.45	-9,818.37
04/02/08		-3,167.28	-9,017.62
05/01/08		525,300.00	1,487,020.73
05/02/08		-2,539.07	-7,186.18
06/03/08		-2,366.68	-6,657.25
07/02/08		-2,185.90	-6,113.50
08/04/08		-2,239.01	-6,222.46
09/03/08		-2,214.42	-6,118.85
10/02/08		-2,165.58	-5,949.61
11/03/08		597,838.07	1,632,412.73
-----			
12/02/22	TOTALS:	19,297.67	-95,968.15
-----			

ISSUE DATE:	12/03/07	REBATABLE ARBITRAGE:	-95,968.15
COMP DATE:	12/02/22	NET INCOME:	19,297.67
BOND YIELD:	7.262670%	TAX INV YIELD:	2.607434%

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.262670%)
12/03/07	Beg Bal	-1,427,620.00	100.00	-1,427,620.00	-4,161,590.72
01/03/08		4,650.00	100.00	4,650.00	13,474.66
02/04/08		4,572.29	100.00	4,572.29	13,168.33
03/04/08		3,429.45	100.00	3,429.45	9,818.37
04/02/08		3,167.28	100.00	3,167.28	9,017.62
05/02/08		2,539.07	100.00	2,539.07	7,186.18
06/03/08		2,366.68	100.00	2,366.68	6,657.25
07/02/08		2,185.90	100.00	2,185.90	6,113.50
08/04/08		2,239.01	100.00	2,239.01	6,222.46
09/03/08		2,214.42	100.00	2,214.42	6,118.85
10/02/08		2,165.58	100.00	2,165.58	5,949.61
11/04/08		1,739.76	100.00	1,739.76	4,749.52
12/02/08		1,425.73	100.00	1,425.73	3,870.69
01/05/09		1,026.29	100.00	1,026.29	2,768.09
02/03/09		608.91	100.00	608.91	1,633.25
03/03/09		347.38	100.00	347.38	926.24
04/02/09		228.81	100.00	228.81	606.59
05/01/09		458,745.23	100.00	458,745.23	1,209,202.39
05/04/09		144.76	100.00	144.76	381.34
05/06/09		-3,192.54	100.00	-3,192.54	-8,406.85
05/06/09		-50,714.46	100.00	-50,714.46	-133,545.40
06/02/09		43.68	100.00	43.68	114.43
07/02/09		16.01	100.00	16.01	41.69
07/14/09		-204.45	100.00	-204.45	-531.17
11/02/09		233,036.66	100.00	233,036.66	592,617.57
03/18/10		30.00	100.00	30.00	74.26
03/18/10		16,820.95	100.00	16,820.95	41,638.63
03/18/10		812.86	100.00	812.86	2,012.16
03/18/10		1,426.61	100.00	1,426.61	3,531.43
03/18/10		204.60	100.00	204.60	506.47
03/18/10		1,973.61	100.00	1,973.61	4,885.48
03/18/10		13,583.23	100.00	13,583.23	33,623.97
03/18/10		152.00	100.00	152.00	376.26
05/25/10		306.25	100.00	306.25	748.09
05/25/10		290.00	100.00	290.00	708.40
05/25/10		680.00	100.00	680.00	1,661.07
05/25/10		1,438.75	100.00	1,438.75	3,514.51
05/25/10		19,964.48	100.00	19,964.48	48,768.32
09/30/14		17,230.56	100.00	17,230.56	30,866.88
10/01/14		290.51	100.00	290.51	520.32
10/24/14		6,309.91	100.00	6,309.91	11,249.96
10/27/14		5,000.00	100.00	5,000.00	8,909.22
10/28/14		921.85	100.00	921.85	1,642.27
10/28/14		609.60	100.00	609.60	1,086.00
10/28/14		91.50	100.00	91.50	163.01
10/28/14		542.67	100.00	542.67	966.76
10/28/14		213.24	100.00	213.24	379.89
10/28/14		1,455.12	100.00	1,455.12	2,592.28



\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.262670%)
04/04/19		339,420.40	100.00	339,420.40	440,724.48
04/22/19	to 2007-2	36,260.00	100.00	36,260.00	46,914.59
04/22/19	to 2007-1	316,660.00	100.00	316,660.00	409,706.95
11/01/19	Bal Out	37,935.18	100.00	37,935.18	47,277.73
11/01/19	Bal In	-37,935.18	55.81	-21,172.23	-26,386.45
11/02/20		7,409.93	55.81	4,135.60	4,798.27
11/06/20		500.00	55.81	279.06	323.52
11/06/20		30,256.08	55.81	16,886.40	19,576.68
-----					
12/02/22	TOTALS:	66,016.16		65,914.16	-1,260,074.09
-----					

ISSUE DATE:	12/03/07	REBATABLE ARBITRAGE:	-1,260,074.09
COMP DATE:	12/02/22	NET INCOME:	65,914.16
BOND YIELD:	7.262670%	TAX INV YIELD:	0.702644%

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 2007-1 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.262670%)
04/22/19	From DSR	-316,660.00	-409,706.95
05/02/19		23.42	30.24
06/04/19		80.68	103.52
07/02/19		78.08	99.63
08/02/19		67.24	85.29
09/04/19		53.79	67.80
09/30/19		316,660.00	397,077.78
10/02/19		45.55	57.10
-----			
12/02/22	TOTALS:	348.76	-12,185.58
-----			

ISSUE DATE:	12/03/07	REBATABLE ARBITRAGE:	-12,185.58
COMP DATE:	12/02/22	NET INCOME:	348.76
BOND YIELD:	7.262670%	TAX INV YIELD:	0.251089%

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 2007-2 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS		ADJUSTED	FUTURE VALUE @
		(PAYMENTS)	%	RECEIPTS (PAYMENTS)	BOND YIELD OF (7.262670%)
04/22/19	From DSR	-36,260.00	100.00	-36,260.00	-46,914.59
05/02/19		1,859.00	100.00	1,859.00	2,400.48
05/02/19		5,000.00	100.00	5,000.00	6,456.39
05/02/19		2.68	100.00	2.68	3.46
05/07/19		5,000.00	100.00	5,000.00	6,449.99
06/04/19		6.52	100.00	6.52	8.37
07/02/19		-11,859.00	100.00	-11,859.00	-15,132.26
07/02/19		6.02	100.00	6.02	7.68
08/02/19		7.62	100.00	7.62	9.67
09/04/19		6.16	100.00	6.16	7.76
10/02/19		5.36	100.00	5.36	6.72
11/01/19	Bal Out	36,264.77	100.00	36,264.77	45,195.94
11/01/19	Bal In	-36,264.77	55.81	-20,239.94	-25,224.57
11/04/19		4.62	55.81	2.58	3.21
12/03/19		4.47	55.81	2.49	3.09
01/03/20		4.62	55.81	2.58	3.17
02/04/20		4.61	55.81	2.57	3.15
03/03/20		3.81	55.81	2.13	2.59
04/02/20		1.72	55.81	0.96	1.16
05/04/20		0.30	55.81	0.17	0.20
06/02/20		0.31	55.81	0.17	0.21
07/02/20		0.18	55.81	0.10	0.12
08/04/20		0.17	55.81	0.09	0.11
09/02/20		0.15	55.81	0.08	0.10
10/02/20		0.15	55.81	0.08	0.10
11/03/20		0.15	55.81	0.08	0.10
12/02/20		0.15	55.81	0.08	0.10
01/05/21		0.15	55.81	0.08	0.10
02/02/21		0.15	55.81	0.08	0.10
03/02/21		0.14	55.81	0.08	0.09
04/02/21		0.15	55.81	0.08	0.09
05/04/21		0.15	55.81	0.08	0.09
06/02/21		0.15	55.81	0.08	0.09
07/02/21		0.15	55.81	0.08	0.09
08/03/21		0.15	55.81	0.08	0.09
09/02/21		0.15	55.81	0.08	0.09
10/04/21		0.15	55.81	0.08	0.09
11/02/21		0.15	55.81	0.08	0.09
12/02/21		0.15	55.81	0.08	0.09
01/04/22		0.15	55.81	0.08	0.09
02/02/22		0.15	55.81	0.08	0.09
03/02/22		0.14	55.81	0.08	0.08
04/04/22		0.15	55.81	0.08	0.09
05/03/22		0.15	55.81	0.08	0.09
06/02/22		0.15	55.81	0.08	0.09
07/05/22		0.15	55.81	0.08	0.09
08/02/22		0.15	55.81	0.08	0.09
09/02/22		23.91	55.81	13.34	13.58

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 2007-2 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.262670%)
10/04/22		44.70	55.81	24.95	25.24
11/02/22		54.84	55.81	30.61	30.79
12/02/22	MMkt Bal	36,260.00	55.81	20,237.28	20,237.28
12/02/22	MMkt Acc	56.61	55.81	31.59	31.59
-----					
12/02/22	TOTALS:	242.81		152.72	-6,367.28
-----					

ISSUE DATE: 12/03/07      REBATABLE ARBITRAGE: -6,367.28  
 COMP DATE: 12/02/22      NET INCOME: 152.72  
 BOND YIELD: 7.262670%      TAX INV YIELD: 0.191810%

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.262670%)
12/02/08		-1,430.00	-3,882.28
12/02/09		-1,490.00	-3,766.65
12/02/10		-1,500.00	-3,530.84
12/02/11		-1,520.00	-3,331.56
12/02/12		-1,550.00	-3,163.40
12/02/13		-1,590.00	-3,021.60
12/02/14		-1,620.00	-2,866.64
12/02/15		-1,650.00	-2,718.69
12/02/16		-1,650.00	-2,531.49
12/02/17		-1,670.00	-2,385.76
12/02/18		-1,700.00	-2,261.40
12/02/19		-1,730.00	-2,142.85
12/02/20		-1,760.00	-2,029.91
12/02/21		-1,780.00	-1,911.62
12/02/22		-1,830.00	-1,830.00
-----			
12/02/22	TOTALS:	-24,470.00	-41,374.69
-----			

ISSUE DATE: 12/03/07      REBATABLE ARBITRAGE: -41,374.69  
 COMP DATE: 12/02/22  
 BOND YIELD: 7.262670%

\$17,510,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Bonds, Series 2007  
 Acquisition & Construction Fund

YIELD RESTRICTION CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (7.387670%)
12/02/10	Beg Bal	-27,761.10	-66,299.03
11/04/13		-172,211.55	-332,709.81
11/05/13		200,000.00	386,318.77
02/08/18		0.33	0.47
-----			
12/02/22	TOTALS:	27.68	-12,689.60
-----			

ISSUE DATE:	12/03/07	YIELD REDUCTION AMT:	-12,689.60
COMP DATE:	12/02/22	NET INCOME:	27.68
BOND YIELD:	7.387670%	TAX INV YIELD:	0.033874%



# **REBATE REPORT**

**\$13,095,000**

**Westside Community  
Development District**

**(Osceola County, Florida)**

**Special Assessment Revenue Refunding Bonds,  
Series 2019**

**Dated: September 30, 2019  
Delivered: September 30, 2019**

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**Rebate Report to the Computation Date  
September 30, 2022  
Reflecting Activity To  
September 30, 2022**



**AMTEC**



## TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Arbitrage Rebate Calculation Detail Report – 2019-1 Escrow Fund	9
Arbitrage Rebate Calculation Detail Report – 2019-2 Escrow Fund	10
Arbitrage Rebate Calculation Detail Report – 2019-1 & 2019-2 Debt Service Reserve Fund	11
Arbitrage Rebate Calculation Detail Report – 2019-1 & 2019-2 Capitalized Interest Fund	12
Arbitrage Rebate Calculation Detail Report – 2019-1 & 2019-2 Cost of Issuance Fund	13
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credits	14



# AMTEC

American Municipal Tax-Exempt Compliance

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November 4, 2022

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

Re: \$13,095,000 Westside Community Development District (Osceola County, Florida),  
Special Assessment Revenue Refunding Bonds, Series 2019

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Westside Community Development District (the "District")

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

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

We have scheduled our next Report as of September 30, 2023. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

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

For the September 30, 2022 Computation Date  
Reflecting Activity from September 30, 2019 through September 30, 2022

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
2019-1 Escrow Fund	0.000000%	0.00	(46,137.42)
2019-2 Escrow Fund	0.000000%	0.00	(44,407.80)
2019-1 & 2019-2 Debt Service Reserve Fund	0.069523%	1,050.35	(104,198.95)
2019-1 & 2019-2 Capitalized Interest Fund	0.152794%	5.78	(281.95)
2019-1 & 2019-2 Cost of Issuance Fund	0.083267%	21.19	(1,781.38)
<b>Totals</b>	<b>0.039510%</b>	<b>\$1,077.32</b>	<b>\$(196,807.50)</b>
<b>Bond Yield</b>	<b>6.432500%</b>		
Rebate Computation Credits			(5,723.92)
<b>Net Rebatable Arbitrage</b>			<b>\$(202,531.42)</b>

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from September 30, 2019, the date of the closing, to September 30, 2022, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of September 30, 2022.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between September 30, 2019 and September 30, 2022, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

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

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

## DEFINITIONS

### **6. Computation Date**

September 30, 2022.

### **7. Computation Period**

The period beginning on September 30, 2019, the date of the closing, and ending on September 30, 2022, the Computation Date.

### **8. Bond Year**

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

**9. Bond Yield**

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

**10. Taxable Investment Yield**

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

**11. Issue Price**

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

**12. Rebatable Arbitrage**

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

**13. Funds and Accounts**

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

<b>Fund</b>	<b>Account Number</b>
Revenue	234304000
2005-1 Escrow Fund	Verification Report
2007-1 Escrow Fund	Verification Report
Cost of Issuance	234304005
Capitalized Interest	234304001
Sinking	234304002
Prepayment	234304004
Debt Service Reserve	234304003

## **METHODOLOGY**

### **Bond Yield**

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

### **Investment Yield and Rebate Amount**

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

**\$13,095,000**  
**Westside Community Development District**  
**(Osceola County, Florida)**  
**Special Assessment Revenue Refunding Bonds, Series 2019**  
**Delivered: September 30, 2019**

<b>SOURCES</b>	<b>2019-1 Bonds</b>	<b>2019-2 Bonds</b>	<b>Totals</b>
<b>Par Amount</b>	<b>\$6,780,000.00</b>	<b>\$6,315,000.00</b>	<b>\$13,095,000.00</b>
<b>Net Original Issue Discount</b>	<b>-5,137.55</b>	<b>-11,458.35</b>	<b>-16,595.90</b>
<b>Prior Bond Monies</b>	<b>716,095.51</b>	<b>887,312.91</b>	<b>1,603,408.42</b>
<b>Totals</b>	<b>\$7,490,957.96</b>	<b>\$7,190,854.56</b>	<b>\$14,681,812.52</b>

<b>USES</b>	<b>2019-1 Bonds</b>	<b>2019-2 Bonds</b>	<b>Totals</b>
<b>Escrow Fund</b>	<b>\$7,017,806.25</b>	<b>\$6,754,720.00</b>	<b>\$13,772,526.25</b>
<b>Debt Service Reserve Fund</b>	<b>264,713.13</b>	<b>238,890.63</b>	<b>503,603.76</b>
<b>Capitalized Interest Fund</b>	<b>22,665.09</b>	<b>21,278.59</b>	<b>43,943.68</b>
<b>Cost of Issuance Fund</b>	<b>84,073.49</b>	<b>81,240.34</b>	<b>165,313.83</b>
<b>Underwriter's Discount</b>	<b>101,700.00</b>	<b>94,725.00</b>	<b>196,425.00</b>
<b>Totals</b>	<b>\$7,490,957.96</b>	<b>\$7,190,854.56</b>	<b>\$14,681,812.52</b>

\$13,095,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Refunding Bonds, Series 2019  
 2019-1 Escrow Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.432500%)
09/30/19	Beg Bal	-7,017,806.25	-8,485,742.18
11/01/19		7,017,806.25	8,439,604.76
-----			
09/30/22	TOTALS:	0.00	-46,137.42
-----			

ISSUE DATE:	09/30/19	REBATABLE ARBITRAGE:	-46,137.42
COMP DATE:	09/30/22	NET INCOME:	0.00
BOND YIELD:	6.432500%	TAX INV YIELD:	0.000000%



\$13,095,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Refunding Bonds, Series 2019  
 2019-2 Escrow Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.432500%)
09/30/19	Beg Bal	-6,754,720.00	-8,167,625.38
11/01/19		6,754,720.00	8,123,217.57
-----			
09/30/22	TOTALS:	0.00	-44,407.80
-----			

ISSUE DATE:	09/30/19	REBATABLE ARBITRAGE:	-44,407.80
COMP DATE:	09/30/22	NET INCOME:	0.00
BOND YIELD:	6.432500%	TAX INV YIELD:	0.000000%

\$13,095,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Refunding Bonds, Series 2019  
 2019-1 & 2019-2 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.432500%)
09/30/19	Beg Bal	-503,603.76	-608,944.09
10/02/19		2.07	2.50
11/04/19		64.16	77.12
12/03/19		62.09	74.25
01/03/20		64.16	76.32
02/04/20		63.98	75.69
03/03/20		52.97	62.35
04/02/20		23.87	27.95
05/01/20		125.01	145.65
05/04/20		4.13	4.81
06/02/20		4.26	4.94
07/02/20		2.48	2.86
08/04/20		2.34	2.68
09/02/20		2.13	2.43
10/02/20		2.06	2.34
11/03/20		2.13	2.40
12/02/20		2.06	2.31
01/05/21		2.13	2.38
02/02/21		2.14	2.38
03/02/21		1.93	2.13
04/02/21		2.14	2.35
05/04/21		2.07	2.26
06/02/21		2.14	2.33
07/02/21		2.07	2.24
08/03/21		2.14	2.30
09/02/21		2.14	2.29
10/04/21		2.07	2.20
11/02/21		2.14	2.27
12/02/21		2.07	2.18
01/04/22		2.14	2.24
02/02/22		2.14	2.23
03/02/22		1.93	2.00
04/04/22		2.17	2.24
05/03/22		2.07	2.12
06/02/22		2.17	2.22
07/05/22		2.07	2.10
08/02/22		2.14	2.16
09/01/22		332.08	333.78
09/30/22	MMkt Bal	503,478.75	503,478.75
09/30/22	MMkt Acc	321.37	321.37
-----			
09/30/22	TOTALS:	1,050.35	-104,198.95
-----			

ISSUE DATE: 09/30/19      REBATABLE ARBITRAGE: -104,198.95  
 COMP DATE: 09/30/22      NET INCOME: 1,050.35  
 BOND YIELD: 6.432500%      TAX INV YIELD: 0.069523%

\$13,095,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Refunding Bonds, Series 2019  
 2019-1 & 2019-2 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.432500%)
09/30/19	Beg Bal	-43,943.68	-53,135.51
10/02/19		0.18	0.22
11/01/19		43,943.68	52,846.61
11/04/19		5.60	6.73
05/01/20		-255,156.88	-297,289.75
05/01/20		255,156.88	297,289.75
-----			
09/30/22	TOTALS:	5.78	-281.95
-----			

ISSUE DATE:	09/30/19	REBATABLE ARBITRAGE:	-281.95
COMP DATE:	09/30/22	NET INCOME:	5.78
BOND YIELD:	6.432500%	TAX INV YIELD:	0.152794%

\$13,095,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Refunding Bonds, Series 2019  
 2019-1 & 2019-2 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.432500%)
09/30/19	Beg Bal	-165,313.83	-199,893.03
10/01/19		73,500.00	88,858.59
10/01/19		35,500.00	42,918.09
10/09/19		500.00	603.63
10/09/19		5,375.00	6,489.03
10/16/19		1,500.00	1,808.66
11/05/19		42,000.00	50,473.63
09/30/22	MMkt Bal	6,955.59	6,955.59
09/30/22	MMkt Acc	4.43	4.43
-----			
09/30/22	TOTALS:	21.19	-1,781.38
-----			

ISSUE DATE:	09/30/19	REBATABLE ARBITRAGE:	-1,781.38
COMP DATE:	09/30/22	NET INCOME:	21.19
BOND YIELD:	6.432500%	TAX INV YIELD:	0.083267%

\$13,095,000  
 Westside Community Development District  
 (Osceola County, Florida)  
 Special Assessment Revenue Refunding Bonds, Series 2019  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.432500%)
09/30/20		-1,760.00	-1,997.58
09/30/21		-1,780.00	-1,896.34
09/30/22		-1,830.00	-1,830.00
-----			
09/30/22	TOTALS:	-5,370.00	-5,723.92
-----			

ISSUE DATE: 09/30/19      REBATABLE ARBITRAGE: -5,723.92  
 COMP DATE: 09/30/22  
 BOND YIELD: 6.432500%

# SECTION 5

**From:** Stacie Vanderbilt svanderbilt@gmscfl.com  
**Subject:** Fwd: Financial Emergency Determination  
**Date:** November 2, 2022 at 1:33 PM  
**To:**

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Begin forwarded message:

**From:** CIG218 <[cig218@eog.myflorida.com](mailto:cig218@eog.myflorida.com)>  
**Subject:** Financial Emergency Determination  
**Date:** October 27, 2022 at 9:54:28 AM EDT  
**To:** "Mossing, Darrin" <[dmossing@gmstnn.com](mailto:dmossing@gmstnn.com)>

Re: Chief Inspector General FE #2022-030

On behalf of the Executive Office of the Governor, Director of Auditing, Steven Henry:

We were originally notified on September 13, 2022 that the Westside CDD met one or more of the financial emergency conditions specified in section 218.503(1), Florida Statutes. All subsequent requests for additional information regarding this entity have been provided and we have now concluded our review of that information.

Based upon the information provided, available state assistance in s. 218.503(3)(a)-(h), Florida Statutes, was not requested nor is such assistance required to resolve the condition noted in the recent financial statements. For this reason, it has been determined that the Westside CDD is not considered to be in a state of financial emergency.

If you have any questions about this matter, please contact us at [CIG218@eog.myflorida.com](mailto:CIG218@eog.myflorida.com), or call (850) 717-9264.

Thank you.

Please note that under Florida law correspondence sent to the Governor's Office, which is not confidential or exempt pursuant to chapter 119 of the Florida Statutes, is a public record made available upon request.