COMMUNITY DEVELOPMENT
DISTRICT

October 8, 2025

BOARD OF SUPERVISORS

REGULAR MEETING
AGENDA

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Westview South Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Phone: (561) 571-0010

Toll-free: (877) 276-0889

Fax: (561) 571-0013

https://westviewsouthcdd.net/

October 1, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Westview South Community Development District

Dear Board Members:

The Board of Supervisors of the Westview South Community Development District will hold a Regular Meeting on October 8, 2025 at 2:00 p.m., or as soon thereafter as the matter may be heard, at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Consideration of Resolution 2026-01, Designate Date, Time and Place of a Public Hearing to Consider a Lake and Trespass Rule; Providing for Interim Use and Enforcement; Authorizing Publication; and Providing an Effective Date
- 4. Consideration of Resolution 2026-02, Ratifying, Confirming, and Approving the Sale of the Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One 2025 Project Area); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being In Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
- 5. Consideration of Consideration of Proposals in Response to RFP for Landscape and Irrigation Maintenance Services
 - A. Respondents
 - I. United Land Services
 - II. Floralawn
 - III. Yellowstone Landscape
 - IV. Duval Landscape Management, LLC
 - B. Board Discussion and Evaluation/Ranking
 - C. Authorization to Issue Notice of Intent to Award and Enter into Landscape Contract

Board of Supervisors Westview South Community Development District October 8, 2025, Regular Meeting Agenda Page 2

- 6. Ratification Items
 - A. LT Westview, LLC Requisition Number 2 Assessment Area 1 2025 Project Area [\$1,828,584.18]
 - B. Castle Management, LLC Field Operations Agreement
- 7. Acceptance of Unaudited Financial Statements as of August 31, 2025
- 8. Approval of August 13, 2025 Public Hearings and Regular Meeting Minutes
- 9. Staff Reports

A. District Counsel: Kutak Rock, LLP

B. District Engineer: Atwell, LLC

C. Field Operations: Castle Group

D. District Manager: Wrathell, Hunt and Associates, LLC

• Status Report - Field Operations

• Lake Pros Field Service Report

NEXT MEETING DATE: November 12, 2025 at 2:00 PM

o QUORUM CHECK

SEAT 1	PATRICK "ROB" BONIN	☐ In Person	PHONE	No
SEAT 2	Susan Kane	☐ In Person	PHONE	☐ No
SEAT 3	Nora Schuster	☐ In Person	PHONE	☐ No
SEAT 4	LOGAN LANTRIP	In Person	PHONE	☐ No
SEAT 5	Andrea Fidler	☐ In Person	PHONE	☐ No

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,

Andrew Kantarzhi District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER A LAKE AND TRESPASS RULE; PROVIDING FOR INTERIM USE AND ENFORCEMENT; AUTHORIZING PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Westview South Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors ("**Board**") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to consider the adoption of a rule addressing the use of the District's lakes, and authorizing trespass and other enforcement ("Lake and Trespass Rule");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT:

- 1. PUBLIC HEARING; AUTHORIZING INTERIM USE. A Public Hearing will be held to adopt the Lake and Trespass Rule on _______, 2025, at 2:00 p.m., Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746. In order to ensure the health, safety and welfare of District residents and the public, the Lake and Trespass Rule shall be immediately in force and effect on an interim basis, and through the time of the public hearing.
- **2. PUBLICATION.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.
- **3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of October, 2025.

ATTEST:	WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT
	Chair/Vice Chair, Board of Supervisors
Exhibit A: Lake and Trespa	ss Rule

EXHIBIT A

PROPOSED LAKE AND TRESPASS RULE

EXHIBIT 1

In accordance with Chapters 190 and 120, *Florida Statutes*, and on ______, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Westview South Community Development District adopted the following Lake and Trespass Rule. All prior policies of the District governing this subject matter are hereby rescinded.

LAKE AND TRESPASS RULE

Introduction

- 1. The Westview South Community Development District (the "District") owns certain real property, including but not limited to stormwater retention ponds ("Ponds") comprising a portion of the District's stormwater management system ("Stormwater Management System"), conservation and mitigation areas, and other open spaces ("District Property").
- 2. The Ponds, as identified in Attachment A attached hereto, are components of the Stormwater Management System and are designed to function as retention ponds to facilitate the District's treatment of stormwater run-off and overflow. As a result, contaminants may be present in the water. The Stormwater Management System is not intended or maintained for recreational purposes.
- 3. The District's conservation and mitigation areas, common areas and open spaces are not intended or maintained for recreational use by motorized vehicles.
- 4. Nothing herein shall prohibit or limit the District's ability to operate and maintain District Property consistent with the requirements of the applicable permits and approvals, and applicable law.
- 5. The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Property.

Use of District's Stormwater Management System

- 1. Swimming or wading, boating or use of other watercrafts (whether motorized or non-motorized, flotation devices, etc.), or other recreational activities in the Stormwater Management System by any person is prohibited. However, shoreline fishing is permitted on a catch and release basis from sunrise until sunset.
- 2. Pets are not allowed in the Stormwater Management System.
- 3. No docks or other structures, whether permanent or temporary, may be constructed and placed in or around the Stormwater Management System unless properly permitted and approved by the District and other applicable governmental agencies.
- 4. No foreign materials may be disposed of in the Stormwater Management System, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, pet waste, or any other material that is not naturally occurring or which may be detrimental to the system.
- 5. Any hazardous condition concerning the Stormwater Management System must immediately be reported to the District Manager and the proper authorities.
- 6. Property owners and residents are responsible for their tenants', guests' and invitees' adherence to these policies.

Unauthorized Vehicle Use on District Property

1. The District prohibits the use of unauthorized vehicles on District Property.

Trespass Authorization

- 1. District Staff, including the District's and any of the staff or representatives of the District Manager, have the authority to act on behalf of the District with respect to the enforcement of the District's rules and policies, including but not limited to taking any actions necessary to the enforcement and/or prosecution of a trespass violation on behalf of the District and pursuant to Florida law.
- 2. In addition, the District Manager is authorized to issue to the District's residents and to the County Sherriff's Office a trespass letter, providing authorization with respect to the enforcement of trespass laws as they relate to the District's prohibition of activities within the Stormwater Management System or on District Property.

Additional Enforcement; Penalties/Fines

For any violation of this Rule, and pursuant to Sections 190.012(3), 120.69, F.S., the District shall have the right to impose a fine of up to the amount of \$1,000 per violation and collect such fine and attorney's fees as provided pursuant to Florida law.

Severability

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

ATTACHMENT A: MAP OF DISTRICT STORMWATER PONDS

EXHIBIT 2 WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

Wrathell, Hunt and Associates, LLC

		2300 Glades Road, Suite 410W
		Boca Raton, FL 3343: Office: 561-571-0010
		, 2025
Osceola County : 2601 E. Irlo Bron Kissimmee, Flori	son Memorial Highway	
Re:		ity Development District Authorization for to Enforce Trespass Violations
To Whom It May	Concern:	
authorized to iss	_	estview South Community Development District (the " District ") and amne District. Pursuant to District Resolution 2025, a copy of which is that:
 2. 3. 	including but not limited to and the use of unauthorized on a catch and release bas. The District hereby author the District's property for to otherwise enforce the pany other applicable law at The following are authoric Florida and provide this	rbid recreational and other activities on District property, to swimming and boating on the stormwater retention ponds ed vehicles on District property (note that fishing is permitted is from District ponds); and rizes any law enforcement officer to order trespassers to leave violation of the District's Rule (as stated in Item 1 above), and provisions of Sections 810.08 and 810.09, Florida Statutes, and gainst any such trespassers; and zed to contact law enforcement officers in Osceola County, written authorization to law enforcement officers for the District's rule (as stated in Item 1 above) and Florida law:
Name/Position	1	Address
4.	•	and staff of the Westview South Community Development secution of any individuals arrested pursuant to this grant of
Should	you have any questions rega	arding this authorization, please contact me at (561)571-0010. Sincerely,
		District Manager
Enclosure A:	Resolution 2025 (with	attachments)

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA ONE – 2025 PROJECT AREA); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Westview South Community Development District ("District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area), in the par amount of \$25,040,000 ("Series 2025 Bonds"); and

WHEREAS, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2025 Bonds, including but not limited to authorization to finalize the supplemental engineer's report and supplemental assessment report; and

WHEREAS, the District closed on the sale of the Series 2025 Bonds on August 14, 2025; and

WHEREAS, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents ("Closing Documents"); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2025 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE Westview South COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2025 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2025-03 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2025-04 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2025-03 and 2025-04 on file with the District Manager and as included in the transcript for the Series 2025 Bonds are hereby determined to be in final form.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 8th day of October, 2025.

ATTECT.

ATTEST.	DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

COMMUNITY DEVELOPMENT DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5B

Westview South CDD

RFP: LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

EVALUATION MATRIX

RESPONDENT	TECHNICAL CAPABILITY	Experience	Understanding Scope of Work	PRICE (COST)	PRICE (REASONABLENESS)	TOTAL POINTS
	30 Points	40 Points	10 Points	10 Points	10 Points	100 Points
United Land Services						
FLORALAWN						
YELLOWSTONE LANDSCAPE						
DUVAL LANDSCAPE MANAGEMENT, LLC						

Signature of Board Chair
Printed Name of Board Chair

COMMUNITY DEVELOPMENT DISTRICT

6 RATIFICATION ITEMS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA ONE - 2025 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Westview South Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of July 1, 2023, as supplemented by that certain Third Supplemental Trust Indenture dated as of July 1, 2025 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 2
- (B) Identify Acquisition Agreement, if applicable; Acquisition Agreement, dated July 6, 2023
- (C) Name of Payee: LT Westview, LLC
- (D) Amount Payable: \$1,828,584.18
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Acquisition of Westview Pod B Neighborhood 4 Improvements (Storm & Sanitary Sewer Only)
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Series 2025 Project; and
- 4. each disbursement represents a Cost of the Series 2025 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

Date: 8/11/25

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Series 2025 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Series 2025 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Series 2025 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Series 2025 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Series 2025 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Series 2025 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.

[SIGNATURE ON FOLLOWING PAGE]

Consulting Engineer

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

By:	[SIGNATURE ON PRIOR PAGE]
-	Responsible Officer

Date:		

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Series 2025 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Series 2025 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Series 2025 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Series 2025 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Series 2025 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Series 2025 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement,

Consulting Engineer 111

Westview South Community Development District c/o District Manager Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

> Re: Letter Agreement for Acquisition of Westview Pod B - Neighborhood 4 Improvements (Storm & Sanitary Sewer Only)

Dear District Manager,

Pursuant to that certain *Acquisition Agreement*, dated July 6, 2023 ("Acquisition Agreement"), by and between the Westview South Community Development District ("District") and LT Westview, LLC ("Developer"), you are hereby notified that the Developer has completed and wishes to sell ("Sale") to the District certain "Improvements" and "Work Product" as described in Exhibit A attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available, the
 District agrees to pay from future bond proceeds the amount of \$1,828,584.18 which
 represents the actual cost of constructing and/or creating the Improvements and Work
 Product.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turnover from the District and to Tohopekaliga Water Authority, all of the District's rights, title and interest in the utility improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such utility improvements to the extent required by Tohopekaliga Water Authority, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed
 to contractors and Developer agrees to timely make payment for all remaining
 amounts owed, and to ensure that no liens are placed on the Improvements.

[CONTINUED ON FOLLOWING PAGE]

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

Name: Nora Schuster

Title: Chairperson

Sincerely,

LT WESTVIEW, LLC, a Delaware limited liability company

By: TM Westview Member, LLC, a Delaware

limited liability company

Name: Dan La Rosa Title: Vice President

EXHIBIT A

Description of Westview Pod B - Neighborhood 4 Improvements (Storm & Sanitary Sewer Only)

Westview Pod B - Neighborhood 4 Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Grenadines Lane, Barbuda Lane, Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, and all "Utility Easements" and "Drainage and Utility Easements," each as identified in the <u>proposed</u> plat known as Westview Pod B - Neighborhood 4, attached hereto as <u>Exhibit B</u>.

Westview Pod B - Neighborhood 4 Drainage & Surface Water Management — All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, all "Drainage and Access Easements," "Drainage Easements," and all "Drainage and Utility Easements," each as identified in the <u>proposed</u> plat known as Westview Pod B - Neighborhood 4, attached hereto as <u>Exhibit B</u>.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

		Amount Complete	Balance Owed &
<u>Improvement</u>	Total Contract Price	to Date	<u>Retainage</u>
Sanitary Sewer	\$790,856.92	\$ 735,305.98	\$ 55,550.94
Storm Sewer	<u>\$1,195,867.06</u>	<u>\$ 1,093,278.20</u>	<u>\$102,588.86</u>
	\$1,986,723.98	\$1,828,584.18	\$158,139.80

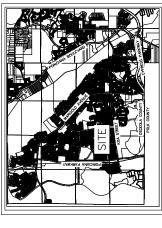
EXHIBIT B

Proposed Westview Pod B - Neighborhood 4 Plat

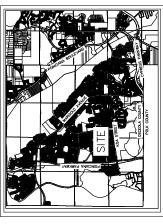
MESTVIEW POD B - NEIGHBORHOOD 4

2. ALL LOTS THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS OTHERWISE NOTED AS NON-RADIAL (RR). NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLOREDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NOW BAS, 1980 TO ADSTRUMENT DESTERNANCE THE ACROSSITIONING SYSTEM (GPS), RETERRANCE THE ADSTRUMENT OF ON WAY LIKE OF TOO, STREET AS SOSYL'SON.



WESTMEW POD B - NEIGHBORHOOD 2A AND 3P PHASE 1
PLAT BOOK 34, PAGES 180 THROUGH 193
SECTIONS 4 AND 5, TOWNSTHE Z SOUTH RANGE 28 EAST
OSCECIAL COUNTY, FLORIDA



SHEET 1 DEDICATION, LEGAL DESCRIPTION, NOTES AND LEGEND SHEET 2 OVERALL BETWIL, TRACITS FD-1 & FD-2 DETAIL, SHEETS 3-8 LOT AND TRACE DETAILS SHEET 9 EASEMENT DETAIL FROM SHEET 5		SHEET INDEX
SHEET 2 OVERALL DETAIL, TRACTS FD-1 & FD-2 DETAIL, TRACT TABLE AND KEY MAP SHEETS 38 LOT AND TRACT DETAILS SHEET 9 EASEMBYT DETAIL FROM SHEET 5	SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES AND LEGEND
SHEETS 3-8 LOT AND TRACT DETAILS SHEET 9 EASEMENT DETAIL FROM SHEET 5	SHEET 2	OVERALL DETAIL, TRACTS FD-1 & FD-2 DETAIL, TRACT TABLE AND KEY MAP
	SHEETS 3-8	LOT AND TRACT DETAILS
	SHEET 9	EASEMENT DETAIL FROM SHEET 5

TEGEND

of the incident was most lead plot in a correct representation of the incident was a correct representation and incident incident was a correct representation on the personal reference monument have been plosed on the incident i

OF SURVEYOR
ENTS, That the undersigned
segistered in the State of F)

CERTIFICATE OF SULF.
KNOW ALL BY TIESE PRESENTS. That the bord or licenses arranger replaced in the close hereby certify that on manuscale. It is not the forest hereby death that on manuscale. It is not the forest hereby death that add plot is a corne as the present restricted and plotted and all the corner and the present deather and political and arrangement reference manuscale.

No. L.B. 966

CERTIFICATE OF APPROVAL BY SURVE REPRESENTING OSCEOLA COUNTY

Chairman of the Development Review Committee

File No.

CERTIFICATE OF APPROVAL BY DEVELOPMENT REVIEW COMMITTEE

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Use. This got as recorded in its graphic form, is the official depiction of the subdivided under described interest and will in no charantenace be described interest and will in no charantenace be appointed in customicity by you will only appoint and official form of the plats. There may be additional extendions that are not in exacted on this plat that may be found in the public records of this County.

JOHNSTONS SURVEYING, LLC

LB. 966 900 Cross Prairie Parkway Kissimmee, Florida 3474-6695 Tel. (407) 847-2179 Fax (407) 847-6140

North ALL MEN BY THESE PRESENTS IN LIT IT RESTORED. U.C. to Delever in Infection of the Lond accretical in the recording the owner in fee being of the Lond accretical in the recording control of the Lond accretical in the Suddenic North Control of All Control o

Brian Brunhofer, as Vice President of TM Westview Member, LLC, a Delaware limited liability company, as Manager of LT Westview, LLC, a Delaware limited liability company

Signed and sealed in the presence of:

LT WESTNEW, LLC, a Delaware Limited Liability Company By: TM WESTNEW MEMBER, LLC, a Delaware Limited Liability Company Its Manager

DEDICATION WESTVIEW POD B - NEIGHBORHOOD

0

SHEET 1 OF

LEGAL_DESCRIPTION

Tract FD-4, WESTVEW POD B - NEIGHBORHOOD 2A AND 2B PHASE 1,

Tract FD-4, WESTVEW POD B - Neighborhood 2A AND 2B PHASE 1,

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ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY DUKE ENERGY.

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12. ALL LANDSCAPING ELBERTIS LOCATED WITHIN PUBLICY OWED OR MAINTAINED TRACTS SHOWN ON THIS PLAT, ROUNGS TRESS LOCATED WHINE MEDIC ROGATS OF WAY AS REQUIRED BY CHOSCALA COUNTY, LAND DEPCLOWED TO COURTY, CHARLES BY MESTAFWEY SOUTH COMMUNITY DEPCLOWEDS LOSTED.

17. PURSJANT TO SECTION 193,0235, F.S., ALL TRACTS DEDICATED TO A HOMEOWNER'S ASSOCIATION HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.

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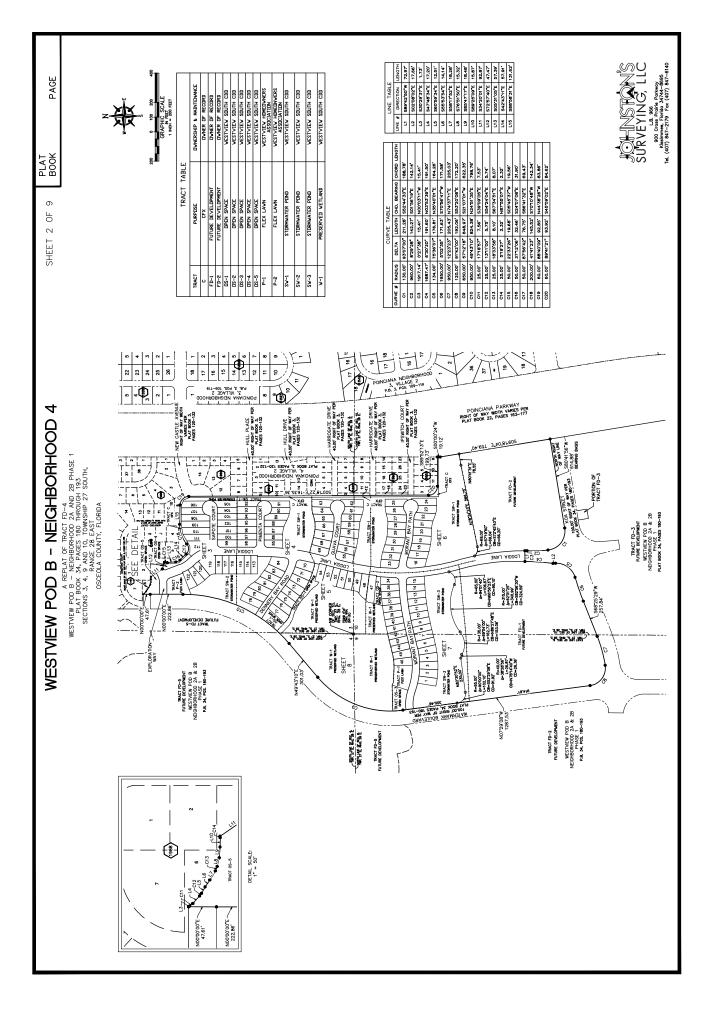
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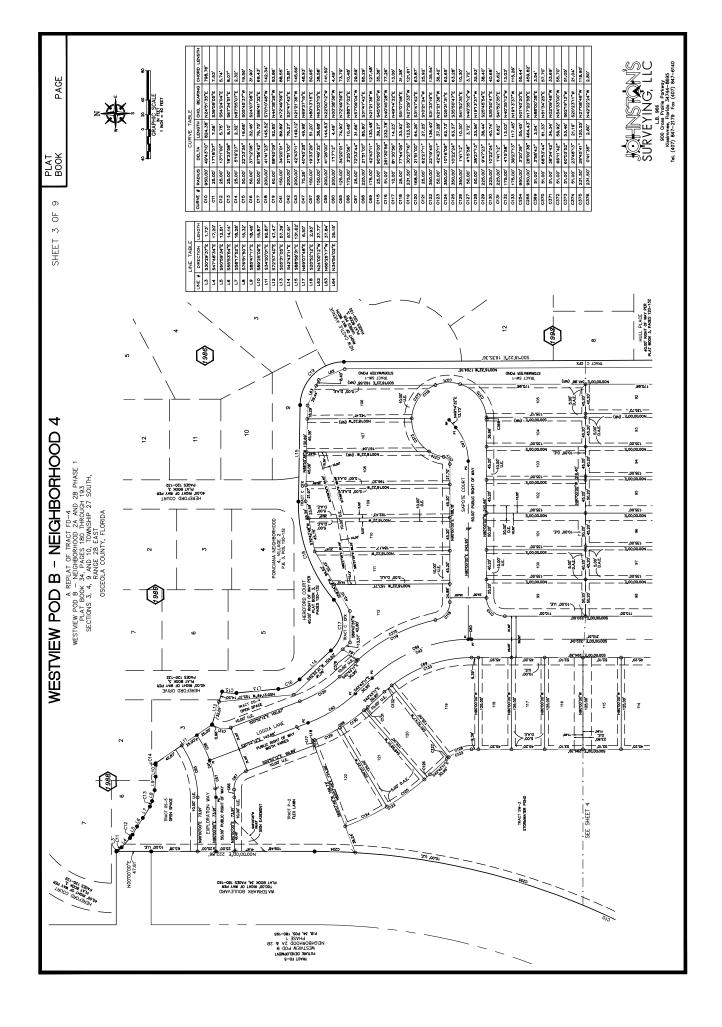
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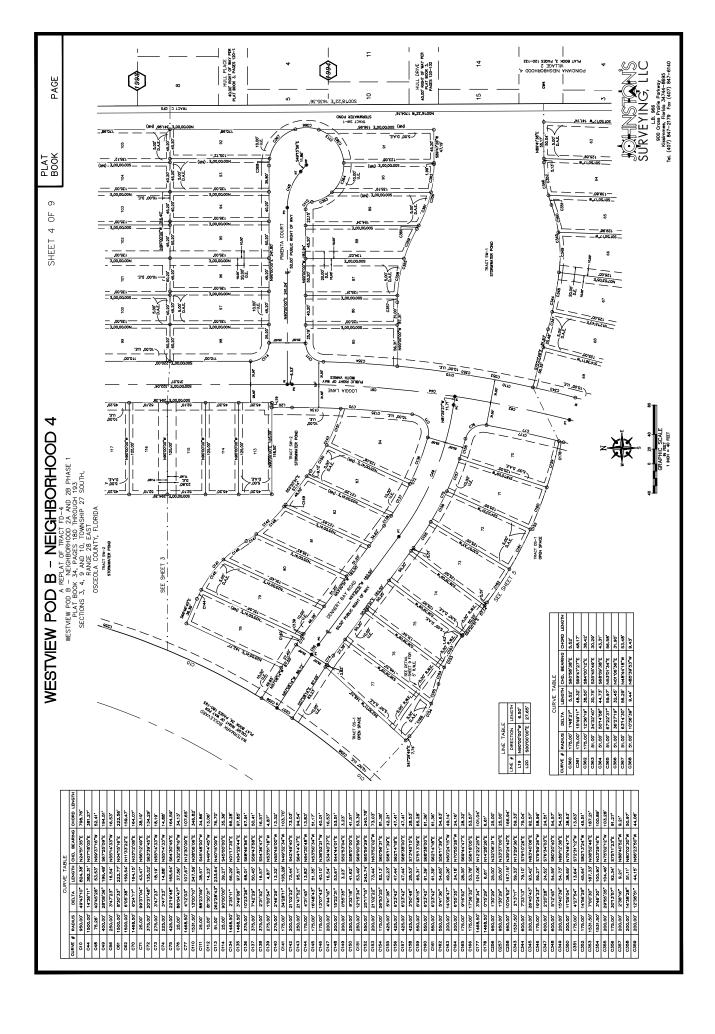
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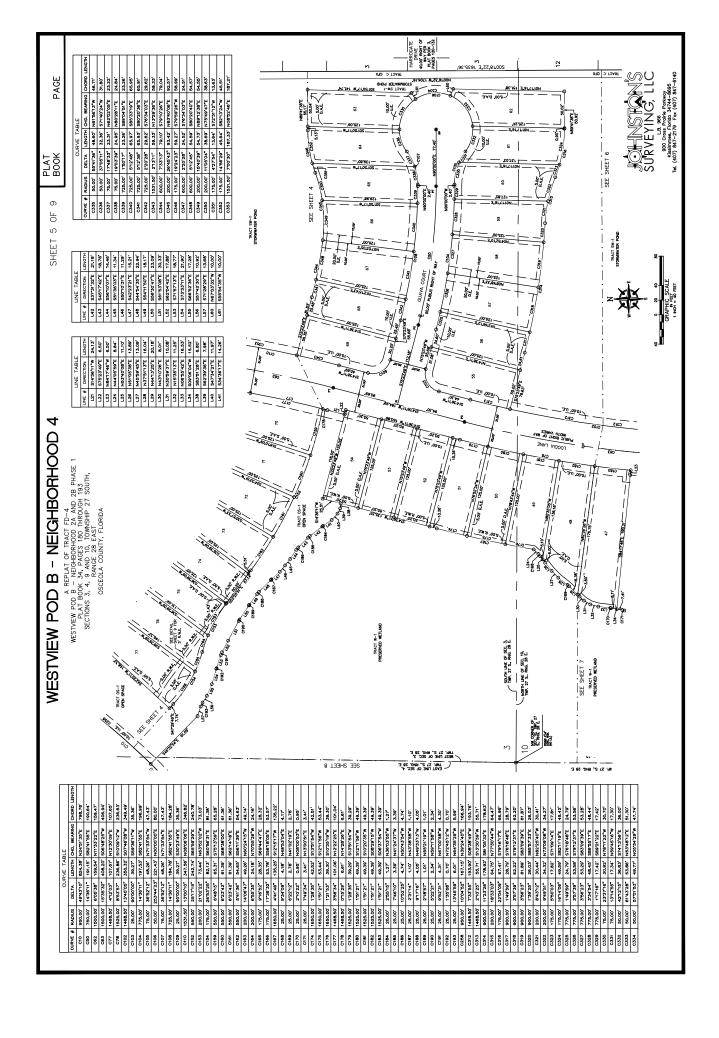
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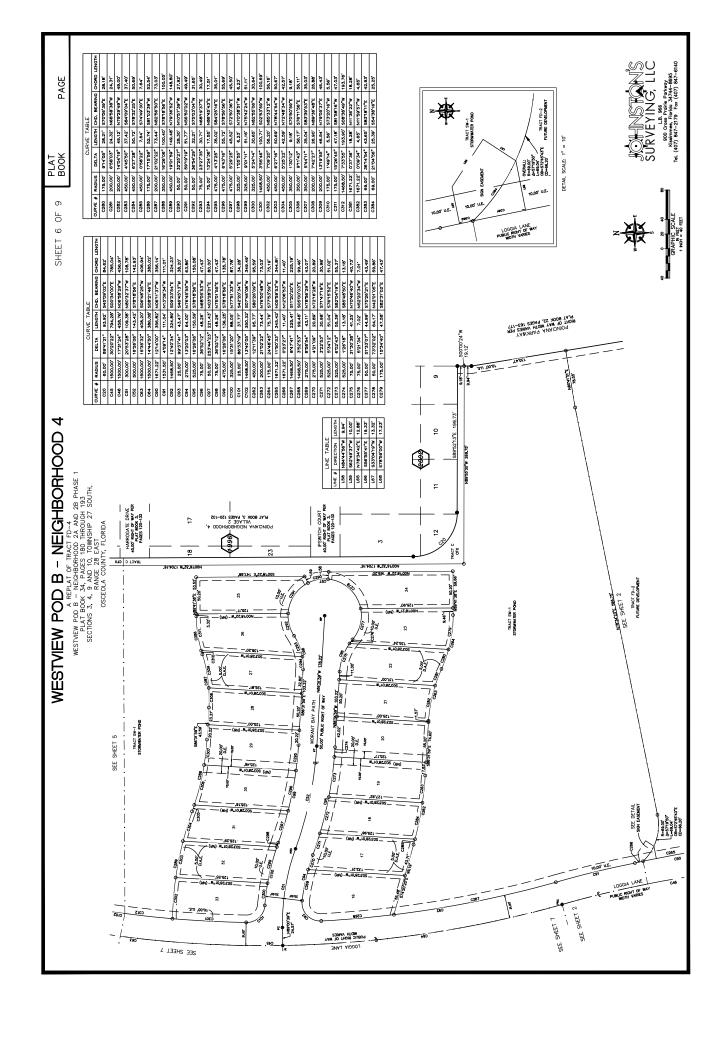
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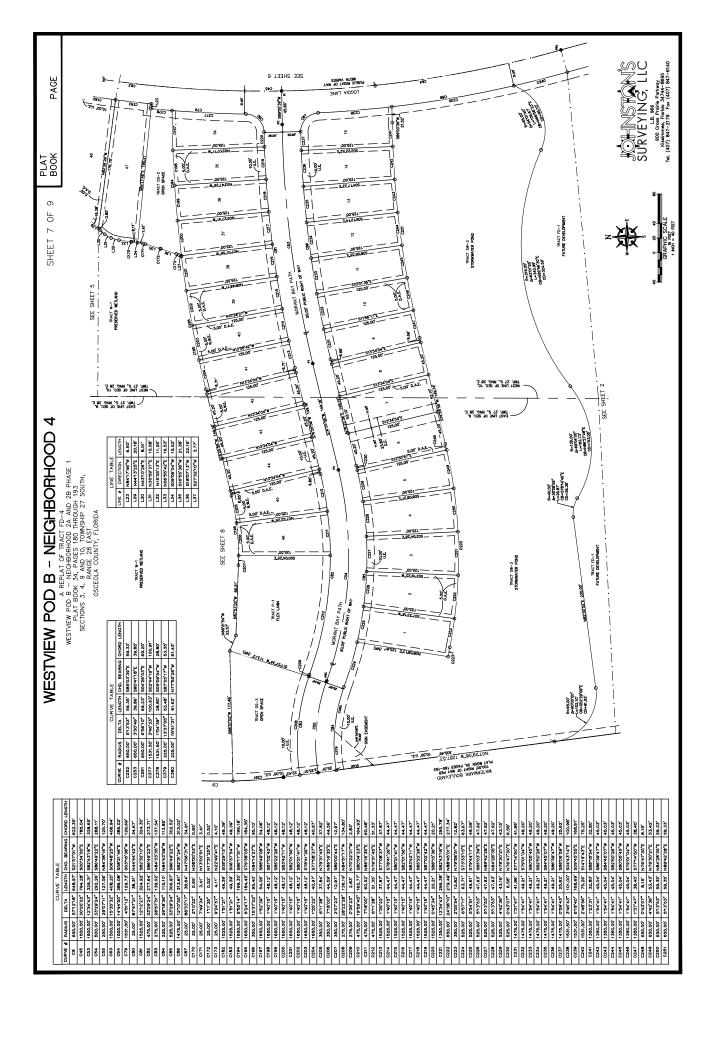


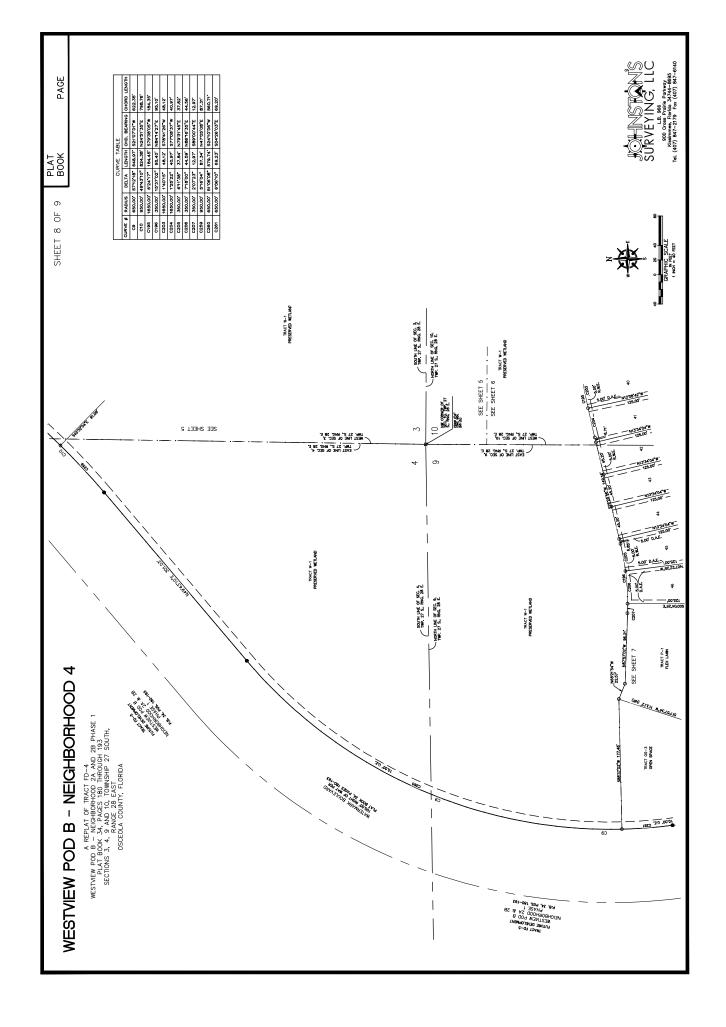








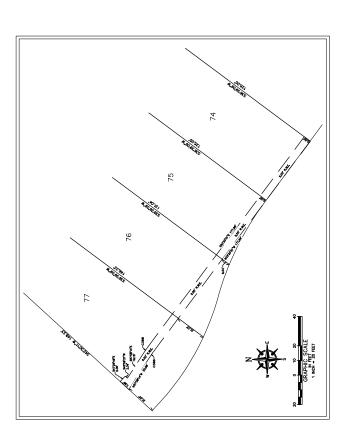




PLAT BOOK

WESTVIEW POD B - NEIGHBORHOOD 4

A REPLAT OF TRACT FD-4
WESTVEW POO B – NIGHORPHOOD 2A AND 2B PHASE 1
PLAT BOOK 34, PAGES 180 THROUGH 193,
SECTIONS 3, 4, 9 AND LI TOWNSHIP 27 SOUTH,
OSCECULA COUNTY, FLORIDA



DETAIL 5.00' R.W.E. FROM SHEET 5



CORPORATE DECLARATION AND AGREEMENT [WESTVIEW POD B - NEIGHBORHOOD 4 IMPROVEMENTS (STORM & SANITARY SEWER ONLY)]

I, Brian Brunhofer, as Vice President of TM Westview Member, LLC, a Delaware limited liability company, as Manager of LT Westview, LLC ("**Developer**"), do hereby state as follows:

- 1. I have personal knowledge of the matters set forth in this Declaration.
- 2. My name is Brian Brunhofer, and I am Vice President of TM Westview Member, LLC, a Delaware limited liability company as Manager of the Developer. I have authority to make this Declaration on behalf of Developer.
- 3. Developer is the developer of certain lands within the Westview South Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
- 4. The District's Engineer's Report (Restated), dated May 31, 2023, as supplemented by the Second Supplemental Engineer's Report, dated March 2025 ("Engineer's Report") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
- 5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
- 6. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
- 7. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

Executed this	11th_	day of _	August	, 2025.
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LT WESTVIEW, LLC, a Delaware limited liability company
By: TM Westview Member, LLC, a Delaware limited liability company

Name: Dan La Rosa Title: Vice President

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ⋈ physical presence or □ online notarization this 11th day of August , 2025, by Dan La Rosa as Vice President of TM Westview Member, LLC, a Delaware limited liability company, as Manager of LT Westview, LLC, a Delaware limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _______ as identification.

(NOTARY SEAL)



NOTARY PUBLIC, STATE OF Florida

Name: Anabelle Ferrar (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A – Description of Westview Pod B - Neighborhood 4 Improvements (Storm & Sanitary Sewer Only)

EXHIBIT A

Description of Westview Pod B - Neighborhood 4 Improvements (Storm & Sanitary Sewer Only)

Westview Pod B - Neighborhood 4 Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Grenadines Lane, Barbuda Lane, Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, and all "Utility Easements" and "Drainage and Utility Easements," each as identified in the <u>proposed</u> plat known as Westview Pod B - Neighborhood 4, attached hereto as <u>Exhibit B</u>.

Westview Pod B - Neighborhood 4 Drainage & Surface Water Management — All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, all "Drainage and Access Easements," "Drainage Easements," and all "Drainage and Utility Easements," each as identified in the <u>proposed</u> plat known as Westview Pod B - Neighborhood 4, attached hereto as <u>Exhibit B</u>.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

		Amount Complete	Balance Owed &
<u>Improvement</u>	Total Contract Price	to Date	<u>Retainage</u>
Sanitary Sewer	\$790,856.92	\$ 735,305.98	\$ 55,550.94
Storm Sewer	<u>\$1,195,867.06</u>	<u>\$ 1,093,278.20</u>	<u>\$102,588.86</u>
	\$1,986,723.98	\$1,828,584.18	\$158,139.80

EXHIBIT B

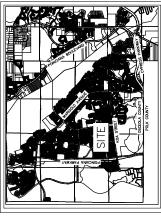
Proposed Westview Pod B - Neighborhood 4 Plat

MESTVIEW POD B - NEIGHBORHOOD 4

2. ALL LOTS THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS OTHERWISE NOTED AS NON-RADIAL (NR). NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLOREDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NOW 84, 1980 NA LOADSHAWAY) NET RETEMBLED THEN COORDINATE SYSTEM (GPS), RETEMBLED THEN PLANE OF SAME IA SON SYSTEM (GPS), RETEMBLED THE SAME OF SAME IA SON SYSTEM AS SON 150 NA.

WESTMEW POD B - NEIGHBORHOOD 2A AND 8PHASE 1
PLAT BOOK 34, PAGES 180 THROUGH 193
SECTIONS 4 AND 5, TOWNSTHE Z SOUTH RANGE 28 EAST
OSCECIAL COUNTY, FLORIDA



Troot FD-4, WESTVIEW POD B - NEIGHBORHOOD 2A AND 2B PHASE 1, according to the Plat thereof, as recorded in Plat Book 34, Pages 180 through 193 of the Public Records of Osceola County, Florida. Containing 81.63 acres, more or less.

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14. NAMED STREETS SHOWN ARE TO BE DEDICATED TO OSCEOLA COUNTY FOR THE USE OF THE PUBLIC BY THIS PLAT.

ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY DUKE ENERGY.

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Brian Brunhofer, as Vice President of TM Westview Member, LLC, a Delaware limited liability company, as Manager of LT Westview, LLC, a Delaware limited liability company

Signed and sealed in the presence of:

LT WESTNEW, LLC, a Delaware Limited Liability Company By: TM WESTNEW MEMBER, LLC, a Delaware Limited Liability Company Its Manager

DEDICATION WESTVIEW POD B - NEIGHBORHOOD

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CERTIFICATE OF APPROVAL BY DEVELOPMENT REVIEW COMMITTEE

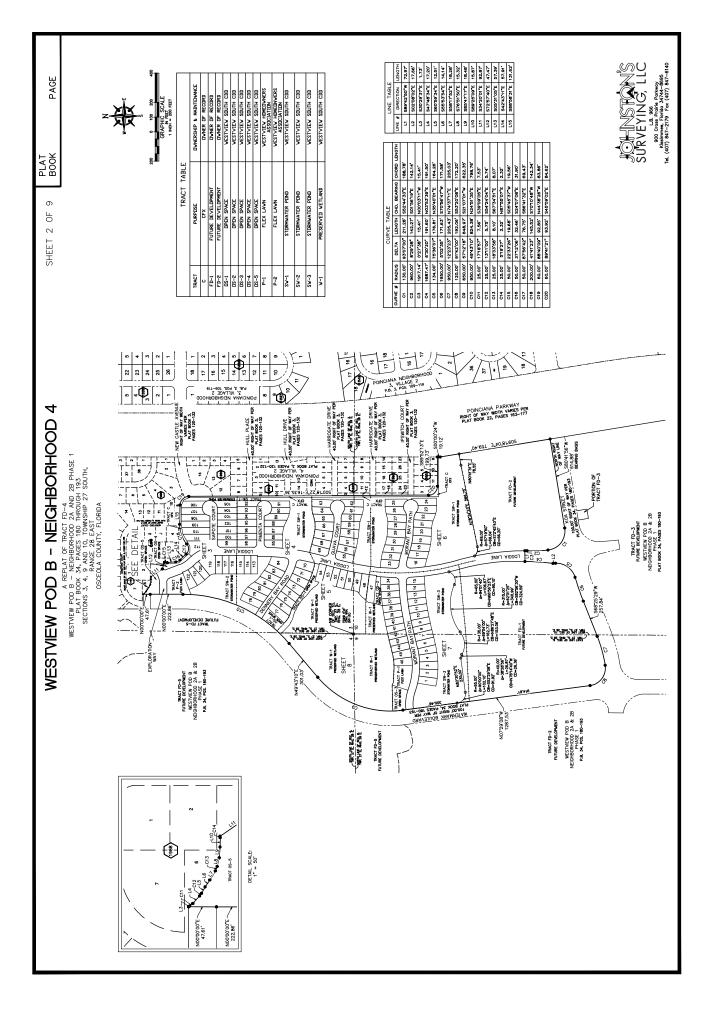
CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

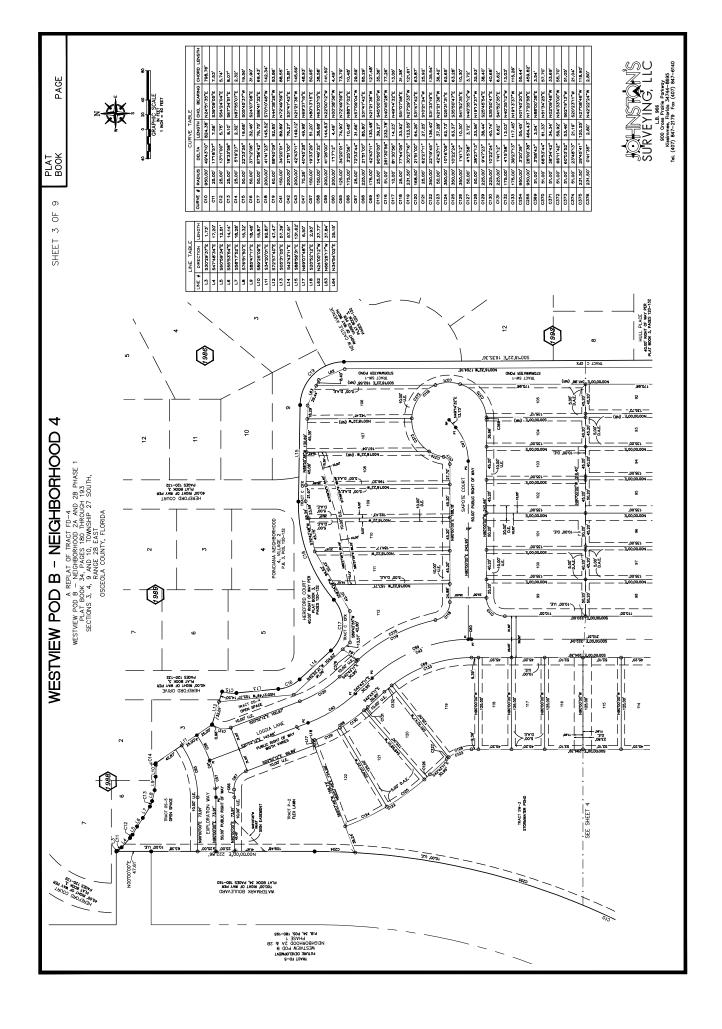
Florida Professional Surveyor and Mapper under contract Osceola County, Florida

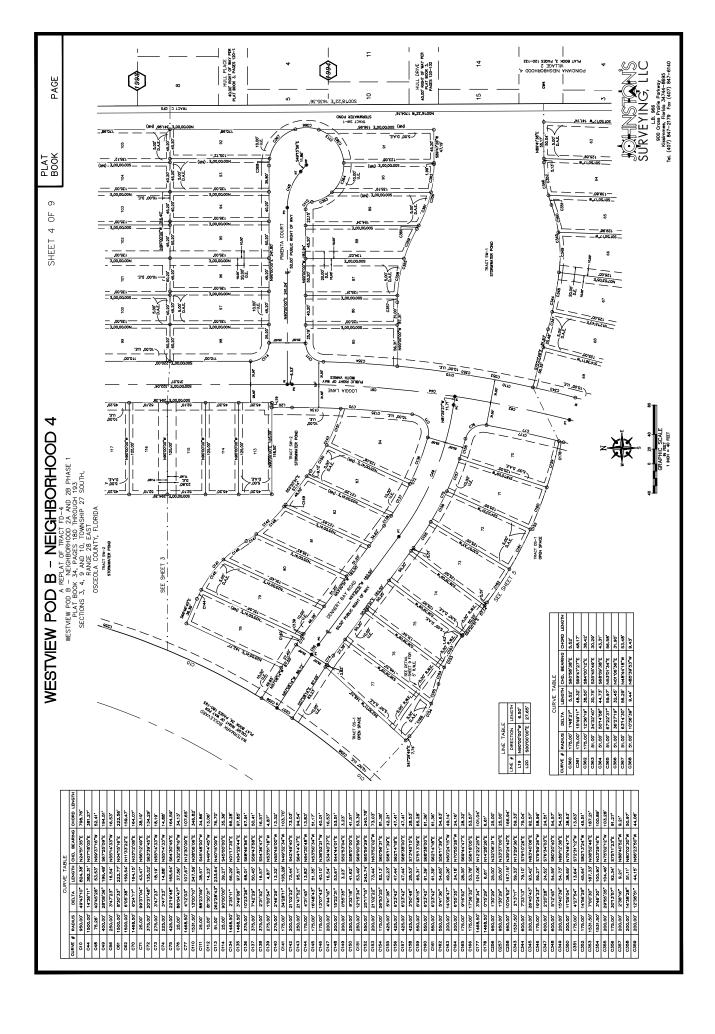
JOHNSTONS SURVEYING, LLC LB. 966 900 Cross Protrie Porkway Kissimmes, Florida 3474-8695 Tel. (407) 847-2179 Fox (407) 847-6140

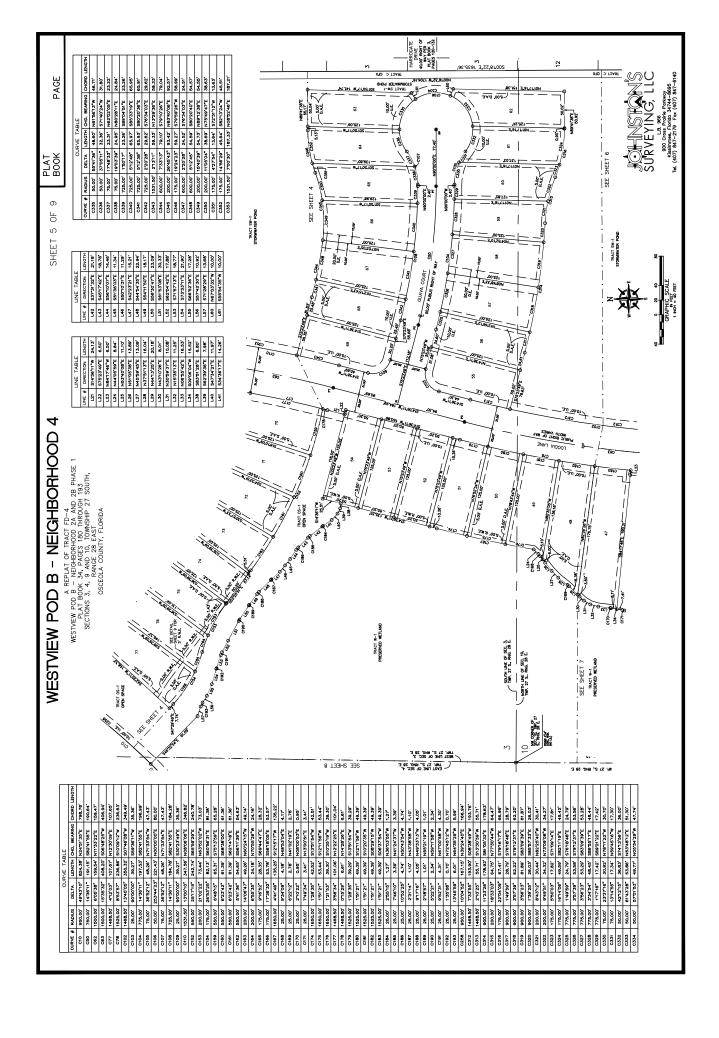
Use. This part, as recorded in its graphic form, is the official depiction of the subdivided under described interest and will in no charantenace be described interest and will in no charantenace be appointed in customicity by you will not graphic digital form of the plats. There may be additional extendions that are not in exacted on this plat that may be found in the public records of this County.

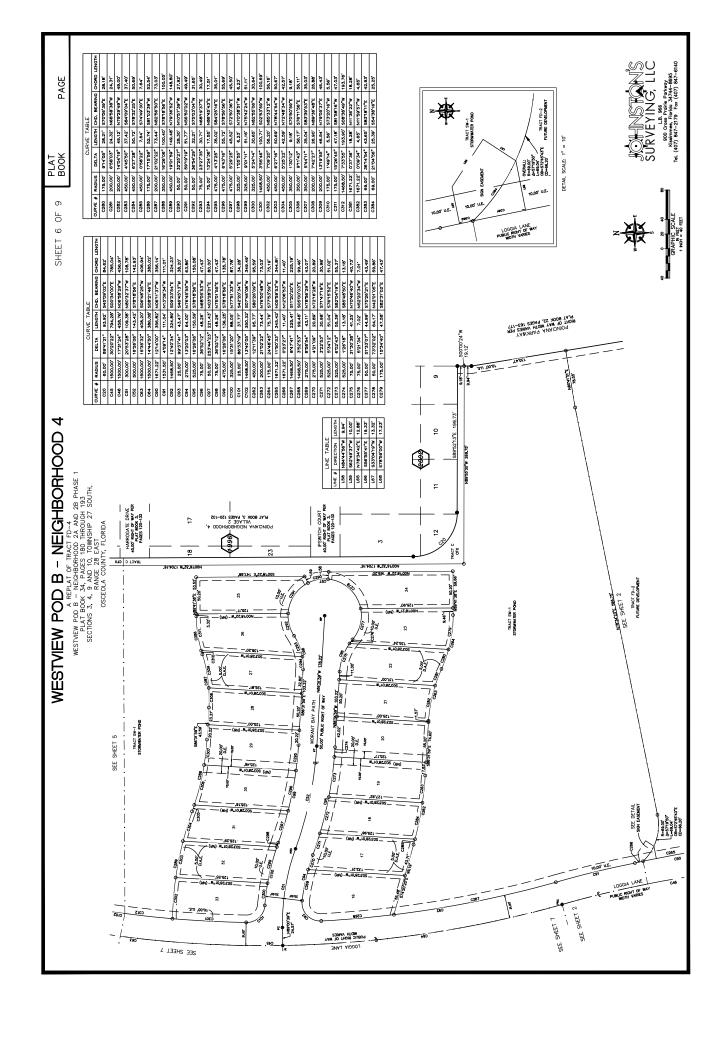
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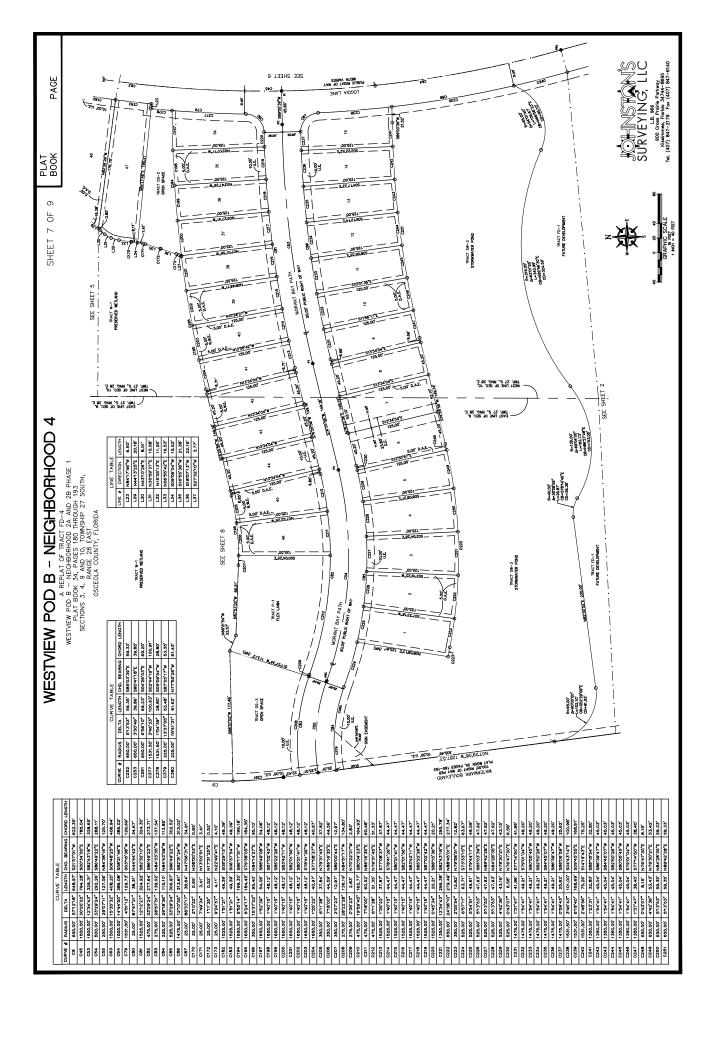


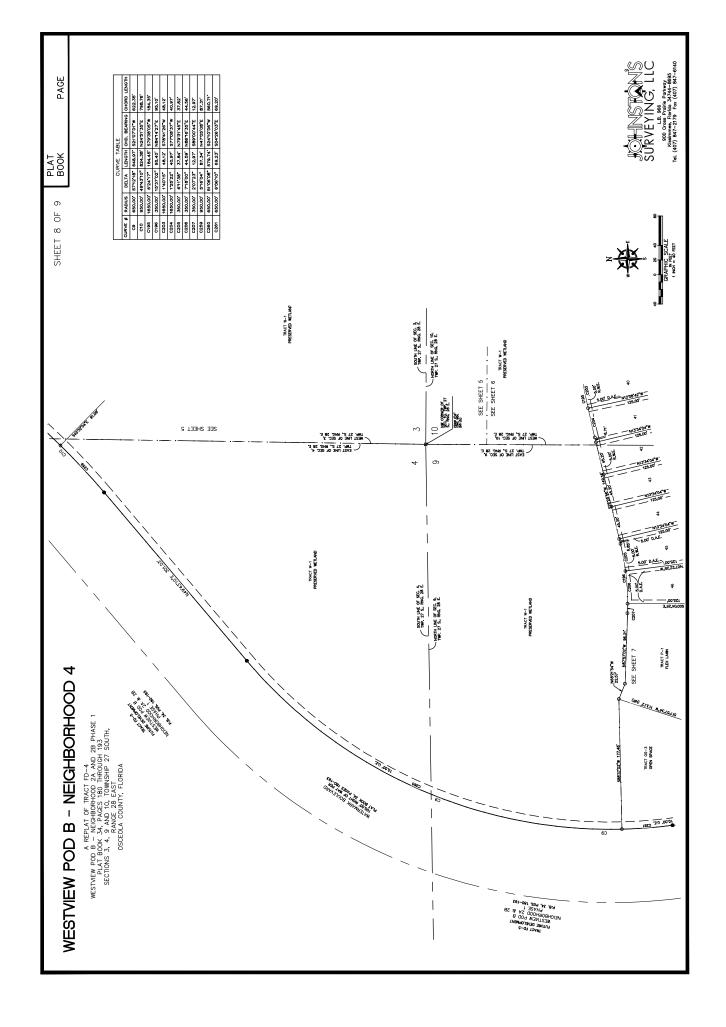








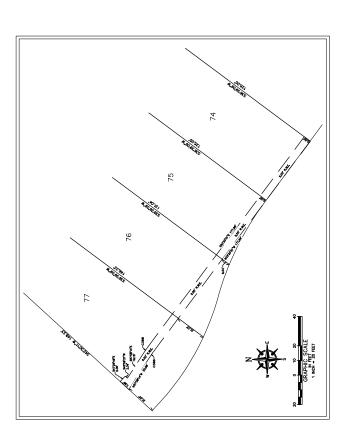




PLAT BOOK

WESTVIEW POD B - NEIGHBORHOOD 4

A REPLAT OF TRACT FD-4
WESTVEW POO B – NIGHORPHOOD 2A AND 2B PHASE 1
PLAT BOOK 34, PAGES 180 THROUGH 193,
SECTIONS 3, 4, 9 AND LI TOWNSHIP 27 SOUTH,
OSCECULA COUNTY, FLORIDA



DETAIL 5.00' R.W.E. FROM SHEET 5



CONTRACTOR ACKNOWLEDGMENT AND RELEASE [WESTVIEW POD B - NEIGHBORHOOD 4 IMPROVEMENTS (STORM & SANITARY SEWER ONLY)]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the ____ day of ______, 2025, by Jr. Davis Construction Co., Inc., having a mailing address of 210 Hangar Road, Kissimmee, Florida 34741 ("Contractor"), in favor of the Westview South Community Development District ("District"), which is a local unit of special-purpose government situated in both Osceola and Osceola Counties, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Authorizing Addendum Westview Pod B NBHD 4 to Master Land Development Services Agreement, dated March 14, 2025, and between Contractor and LT Westview, LLC, a Delaware limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

- 1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- 2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- 3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
- 4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor

further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

JR. DAVIS CONSTRUCTION CO., INC

		Ву:		
		lts:		
STATE OF				
COUNTY OF				
The foregoing instru	ument was acl	knowledged before i	me by means of □ phy	sical presence
or 🗆 online notariz	ation this	day of	f,	2025, by
	as	of		, and
with authority to execute appeared before me this d	ay in person,	and who is either pe		
		NOTARY PUBLIC, S	TATE OF	<u> </u>
(NOTARY SEAL)		Name:		
(NOTARY SEAL)			rublic, Printed, Stampe	_

Ibarra, Katie E.

From: Kelley Mims < KMims@taylormorrison.com>

Sent: Friday, August 22, 2025 12:24 PM

To: Ibarra, Katie E.

Subject: FW: 2245 Westview Pod B N4

[CAUTION - EXTERNAL SENDER]

Hello,

Can you please make sure to wire the funds first thing Monday morning? Below is email from Jr. Davis showing receipt of payment.

Thank you,

Kelley Mims

Land Specialist | Orlando Division

T: +13213977258 KMims@taylormorrison.com
M: www.taylormorrison.com

Forbes

MOST TRUSTED COMPANIES







This message may contain confidential information and is intended only for the named addressee. If you are not the named addressee, you should not distribute or copy this e-mail. If you have received this e-mail by mistake, please delete it from your system.

*Taylor Morrison received the highest numerical score in the proprietary Lifestory Research 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025 America's Most Trusted® Home Builder study. Your experiences may vary. Visit www.lifestoryresearch.com for details. Forbes 2025 Most Trusted Companies in America and America's Best Companies are created via an independent survey of consumers. Visit www.forbes.com/lists/most-trusted-companies and <a href="www.forbes.com/lists/most-trusted-companies-companies-com/lists/most-trusted-companies-com/lists/most-trusted

From: Ambar Crespo <ambar.crespo@jr-davis.com>

Sent: Friday, August 22, 2025 9:39 AM

To: Marc Goodman <marc.goodman@ir-davis.com>; Katherine Cook <Katherine.Cook@jr-davis.com>; Kristy Kelley

<Kristy.Kelley@jr-davis.com>

Subject: RE: 2245 Westview Pod B N4

Marc,

Yesterday we received the following:

Transaction Details List View

 Account Number
 x1609

 Account Name
 JDC Master

 Currency
 USD

TRANSACTION DETAILS

Post Date	Transaction Description	Amount	Debit/Credit
08/22/2025	ACH CREDIT RECEIVED	1,721,508.06	Credit

CUST #: 1320 JOB #: 2245

INV #: 130930 - APP #3 (\$1,050,278.34)

PAID 06/30/25 - LESS RETAINAGE

INV #: 131002 - APP #4 (\$671,229.68)

PAID 07/31/25 - LESS RETA INAGE

Thank you,

Ambar Crespo Financial Controller



Jr. Davis Construction Company, Inc.

Jr. Davis Construction Company, Inc.

210 Hangar Rd. Kissimmee, FL 34741 Phone: (407) 870-0066

Fax: (407) 870-9743

From: Marc Goodman < marc.goodman@jr-davis.com >

Sent: Friday, August 22, 2025 8:34 AM

To: Katherine Cook < Kristy Kelley Kristy Kelley@jr-davis.com; Ambar Crespo

<ambar.crespo@jr-davis.com>
Subject: 2245 Westview Pod B N4

Good morning. I believe we were supposed to be paid for June and July on 8/21. Can you please let me if we received?

Marc Goodman Operations Manager

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$1,721,508.06 which is hereby acknowledged hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 09/01/2025 to LT Westview, LLC, on the job(s) located on the property(ies) described below: 07/31/2025

This waiver and release does not cover any retainage, labor, or materials furnished after the date specified.

Lienor: Jr. Davis Construction Company, Inc.

210 Hangar Road

August 2025

Kissimmee FL-34741

Its: Secretary

Payee: 16JrDavis Jr. Davis Construction Company, Inc. Check No.: 90000125 Date: 8/18/2025

Lot	Address	Invoice Date	Invoice Number	<u>Amount</u>	Retention	<u>Adjustments</u>	Amount Paid
Project:	16970400 Westvi	iew JV					
0092040		6/27/2025	130930 Draw 3	\$1,050,278.38	\$0.00	\$0.00	\$1,050,278.38
0092040		7/31/2025	131002 Draw 4	\$671,229.68	\$0.00	\$0.00	\$671,229.68
			Total	\$1,721,508.06	\$0.00	\$0.00	\$1,721,508.06

DISTRICT ENGINEER'S CERTIFICATE [WESTVIEW POD B - NEIGHBORHOOD 4 IMPROVEMENTS (STORM & SANITARY SEWER ONLY)]

AUGUST 21st, 2025

Board of Supervisors Westview South Community Development District

Re: Acquisition of Improvements and Work Product

Ladies and Gentlemen:

The undersigned is a representative of Atwell, LLC ("District Engineer"), as District Engineer for the Westview South Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from LT Westview, LLC, ("Developer") as to certain public "Improvements" and "Work Product" as further detailed in Exhibit A. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
- 2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's Engineer's Report (Restated), dated May 31, 2023, as supplemented by the Second Supplemental Engineer's Report, dated March 2025 (together, "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
- 3. I am not aware of any defects in the Improvements or Work Product.
- 4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A.** Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
- 5. This certification is limited to confirmation that the Improvements have been constructed in general accordance with the construction documents provided. The undersigned makes no representation at this time regarding as-built conditions, absence of defects, or regulatory approvals, all of which remain subject to final inspection and certification prior to acceptance into operation.

SIGNATURE PAGE TO DISTRICT ENGINEER'S CERTIFICATE [WESTVIEW POD B - NEIGHBORHOOD 4 IMPROVEMENTS (STORM & SANITARY SEWER ONLY)]

6. Based on the foregoing, it is appropriate at this time for the District to acquire the Improvements and Work Product.

ATWELL, LLC

7811/ P.E.

Florida Registration No. 781//

District Engineer

EXHIBIT A

Description of Westview Pod B - Neighborhood 4 Improvements (Storm & Sanitary Sewer Only)

Westview Pod B - Neighborhood 4 Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Grenadines Lane, Barbuda Lane, Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, and all "Utility Easements" and "Drainage and Utility Easements," each as identified in the <u>proposed</u> plat known as Westview Pod B - Neighborhood 4, attached hereto as <u>Exhibit B</u>.

Westview Pod B - Neighborhood 4 Drainage & Surface Water Management — All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, all "Drainage and Access Easements," "Drainage Easements," and all "Drainage and Utility Easements," each as identified in the <u>proposed</u> plat known as Westview Pod B - Neighborhood 4, attached hereto as <u>Exhibit B</u>.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

		Amount Complete	Balance Owed &
Improvement	Total Contract Price	to Date	<u>Retainage</u>
Sanitary Sewer	\$790,856.92	\$ 735,305.98	\$ 55,550.94
Storm Sewer	\$1,195,867.06	\$ 1,093,278.20	\$102,588.86
	\$1,986,723.98	\$1,828,584.18	\$158,139.80

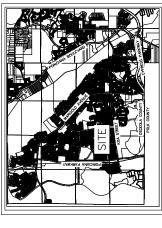
EXHIBIT B

Proposed Westview Pod B - Neighborhood 4 Plat

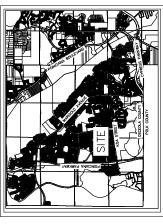
MESTVIEW POD B - NEIGHBORHOOD 4

2. ALL LOTS THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS OTHERWISE NOTED AS NON-RADIAL (RR). NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLOREDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NOW 84, 1980 NA LOADSHAWAY) NET RETEMBLED THEN COORDINATE SYSTEM (GPS), RETEMBLED THEN PLANE OF SAME IA SON SYSTEM (GPS), RETEMBLED THE SAME OF SAME IA SON SYSTEM AS SON 150 NA.



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PLAT BOOK 34, PAGES 180 THROUGH 193
SECTIONS 4 AND 5, TOWNSTHE Z SOUTH RANGE 28 EAST
OSCECIAL COUNTY, FLORIDA



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SHEETS 3-8 LOT AND TRACT DETAILS SHEET 9 EASEMENT DETAIL FROM SHEET 5	SHEET 2	OVERALL DETAIL, TRACTS FD-1 & FD-2 DETAIL, TRACT TABLE AND KEY MAP
	SHEETS 3-8	LOT AND TRACT DETAILS
	SHEET 9	EASEMENT DETAIL FROM SHEET 5

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OF SURVEYOR
ENTS, That the undersigned
segistered in the State of F)

CERTIFICATE OF SULF.
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No. L.B. 966

CERTIFICATE OF APPROVAL BY SURVE REPRESENTING OSCEOLA COUNTY

St. S. D. GCRYT, The st. of LV, JOCO the speeding Phelainbery Subdission Row van approved by the Bord County Commission and their foregoing field in sustainativity consistent with the Board of County Commission approach relativity. Subdissions priors and File-10 and Bridge Statutes 172 (17)(2) was approved to make the County County Statutes 172 (17)(2) was approved to County File-10 and Broade County, Porlot, Counties of Oceanol Counties of Counties of Oceanol County, Porlot, Counties of Oceanol Counties of Counties of Oceanol Counties of Counties of Oceanol Counties of Counties of Counties of Oceanol Counties of Counties of Counties of Oceanol Counties of Counties of Oceanol Counties of Counties of Oceanol Counties of O

Chairman of the Development Review Committee

File No.

CERTIFICATE OF APPROVAL BY DEVELOPMENT REVIEW COMMITTEE

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Use. This part, as recorded in its graphic form, is the official depiction of the subdivided under described interest and will in no charantenace be described interest and will in no charantenace be appointed in customicity by you will not graphic digital form of the plats. There may be additional extendions that are not in exacted on this plat that may be found in the public records of this County.

JOHNSTONS SURVEYING, LLC

LB. 966 900 Cross Prairie Parkway Kissimmee, Florida 3474-6695 Tel. (407) 847-2179 Fax (407) 847-6140

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N. MISSES WEERE, is exempted to the purpolar of the pu

Brian Brunhofer, as Vice President of TM Westview Member, LLC, a Delaware limited liability company, as Manager of LT Westview, LLC, a Delaware limited liability company

Signed and sealed in the presence of:

LT WESTNEW, LLC, a Delaware Limited Liability Company By: TM WESTNEW MEMBER, LLC, a Delaware Limited Liability Company Its Manager

DEDICATION WESTVIEW POD B - NEIGHBORHOOD

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SHEET 1 OF

LEGAL_DESCRIPTION

Tract FD-4, WESTVEW POD B - NEIGHBORHOOD 2A AND 2B PHASE 1,

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5. TRACTS P-1 AND P-2 ARE FLEX LAWN TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE ADEN AT WESTVIEW HOMEOWNERS ASSOCIATION, INC, TO BE CONVEYED BY A SEPARATE INSTRUMENT. TRACTS SW-1, SW-2, AND SW-3 ARE STORWWATER POND TRACTS AND SHALL BE OWNED AND MAINTAINED WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT.

4. TRACTS OS-1, OS-2, OS-3, OS-4 AND OS-5 ARE OPEN SPACE TRACTS AND SHALL BE OWNED AND MANAMED BY THE WESTVEW SOLTH COMMUNITY DEVELOPMENT DISTRICT, TO BE CONVETED BY A SEPARATE.

TRACT C IS A CFX TRACT AND SHALL BE OWNED AND MAINTAINED BY THE OWNER OF RECORD.

7. TRACTS FD-1 AND FD-2 ARE FUTURE DEVELOPMENT TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE OWNER OF RECORD.

8. TRACT W-1 IS A PRESERVED WETLAND TRACT AND SHALL BE OWNED AND MAINTAINED BY THE WESTVEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, TO BE CONVEYED BY A SEPARATE INSTRUMENT.

11. GGGCLA COUNT SHALL HAVE THE RIGHT, BUT NOT THE GBLIGATION TO ACCESS, MANTIAN, REPAIR, REPLACE OF DIFFERENCE CHEFFOR FOLIST TO BE CHARBED THE STATES SHALL SHAL

14. NAMED STREETS SHOWN ARE TO BE DEDICATED TO OSCEOLA COUNTY FOR THE USE OF THE PUBLIC BY THIS PLAT.

ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY DUKE ENERGY.

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12. ALL LANDSCAPING ELBERTIS LOCATED WITHIN PUBLICY OWED OR MAINTAINED TRACTS SHOWN ON THIS PLAT, ROUNGS TRESS LOCATED WHINE MEDIC ROGATS OF WAY AS REQUIRED BY CHOSCALA COUNTY, LAND DEPCLOWED TO COURT WAS RECEIVED BY WESTAFFEW SOUTH COMMUNITY DEPCLOWEDS LOSTED.

17. PURSJANT TO SECTION 193,0235, F.S., ALL TRACTS DEDICATED TO A HOMEOWNER'S ASSOCIATION HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.

is. Final conservance of any period denotes denoted and selected the select of the Acceptage of the Period Select of the Acceptage of the Acce

16. THE WESTNEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, AND ITS SUCCESSORS AND ASSIGNS, ARE HEREBY DEDICATED, NOW-EXCLUSIVE, PERPETUAL ACCESS EASEMENT OVER ALL PUBLIC AND PRIVATE RIGHTS—OF—WAY FOR COD PURPOSES.

15. LOT AND TRACT CORNERS SHOWN HEREON SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9), FLORIDA STATUTES.

19. THE WESTNEW SOUTH COMMUNITY DESCRIPTION DISTRICT, AND ITS SUCCESSORS AND ASSIGNS, ARE HEREBY DESCRIPTION OF ACCUSING PREVENTION LESSAND AND ASSISTANCE OF ACCUSING PREVENTION OF ACCUSING PREVENTION OF ACCUSING PREVENTION OF ACCUSING PROVINCE PROVINCE TO THE OFFICE STORMANITY WARROUGHEN'S (INCLUDING BIT INCLUDING BIT INC

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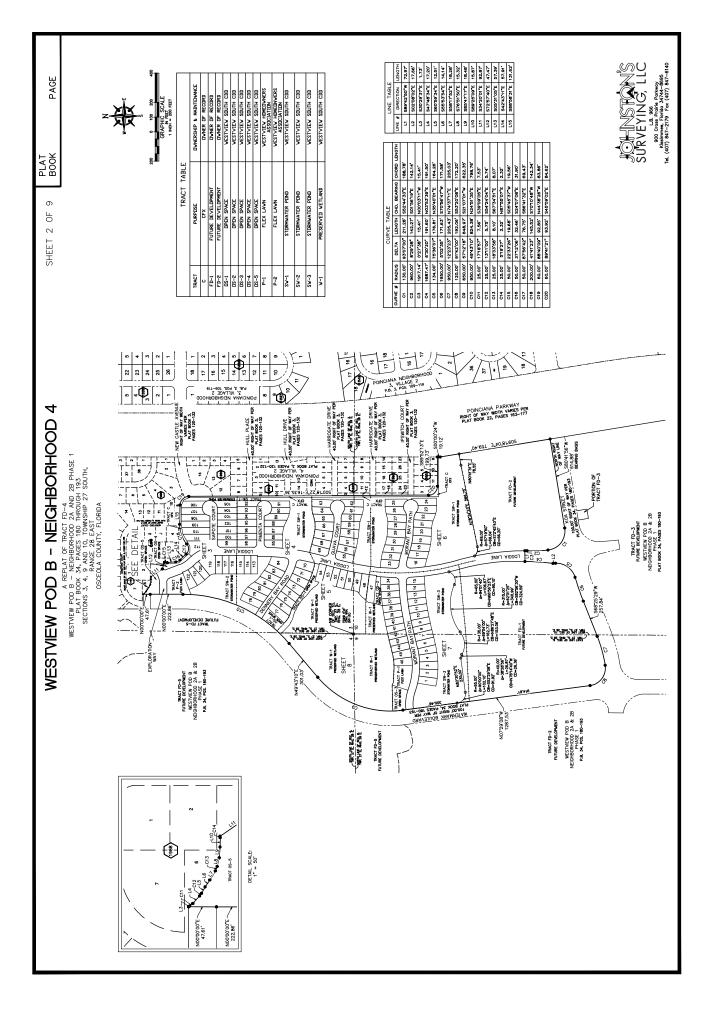
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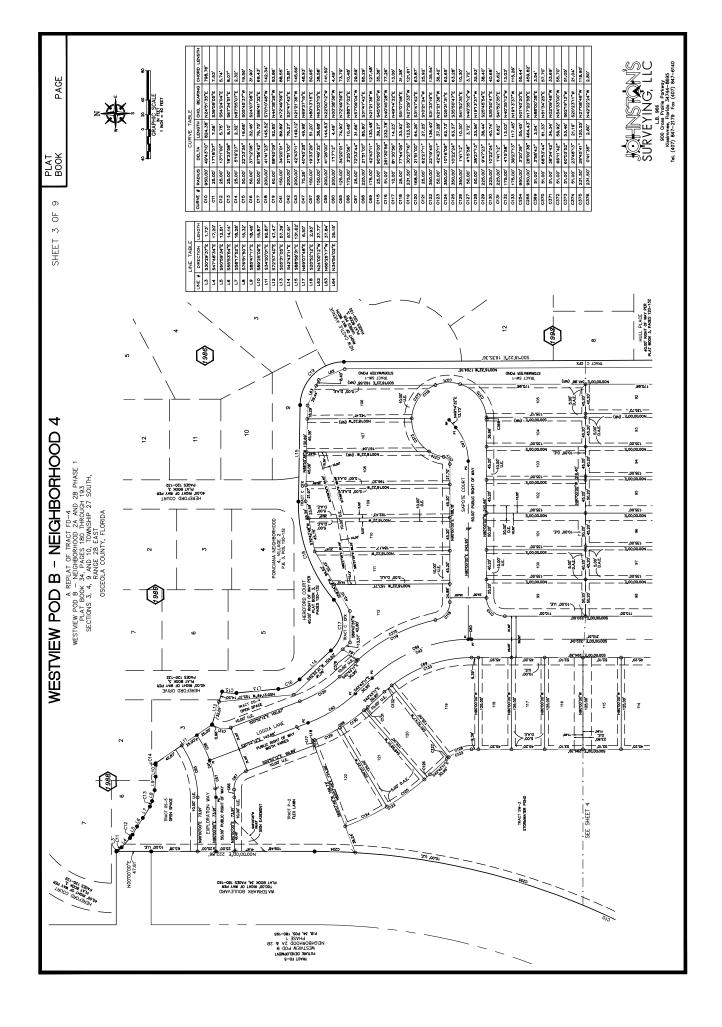
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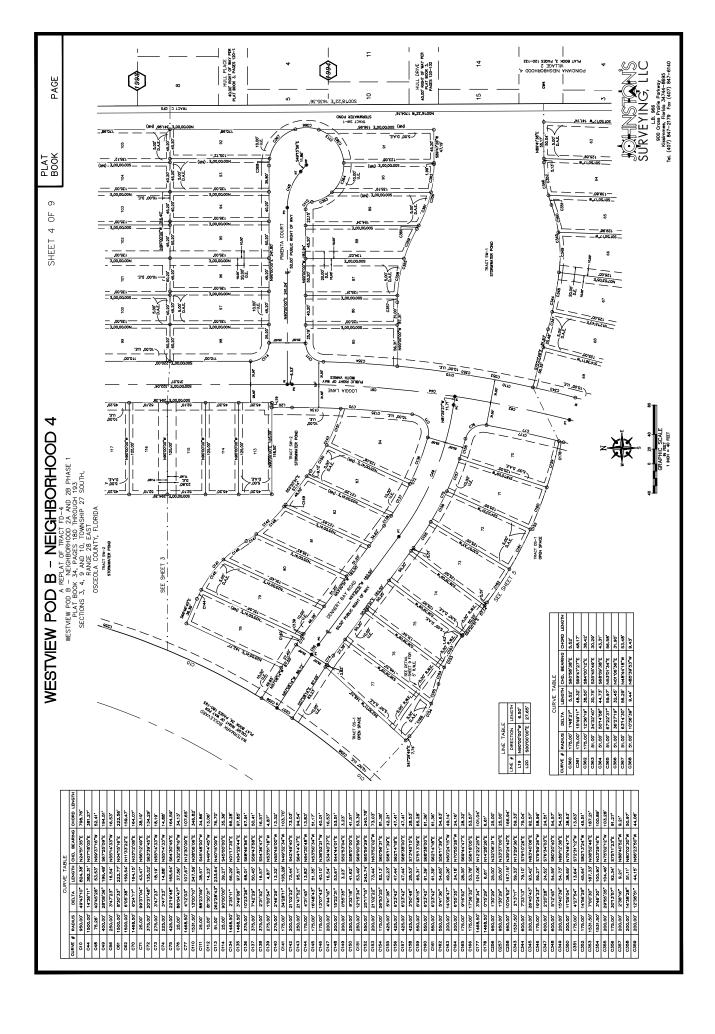
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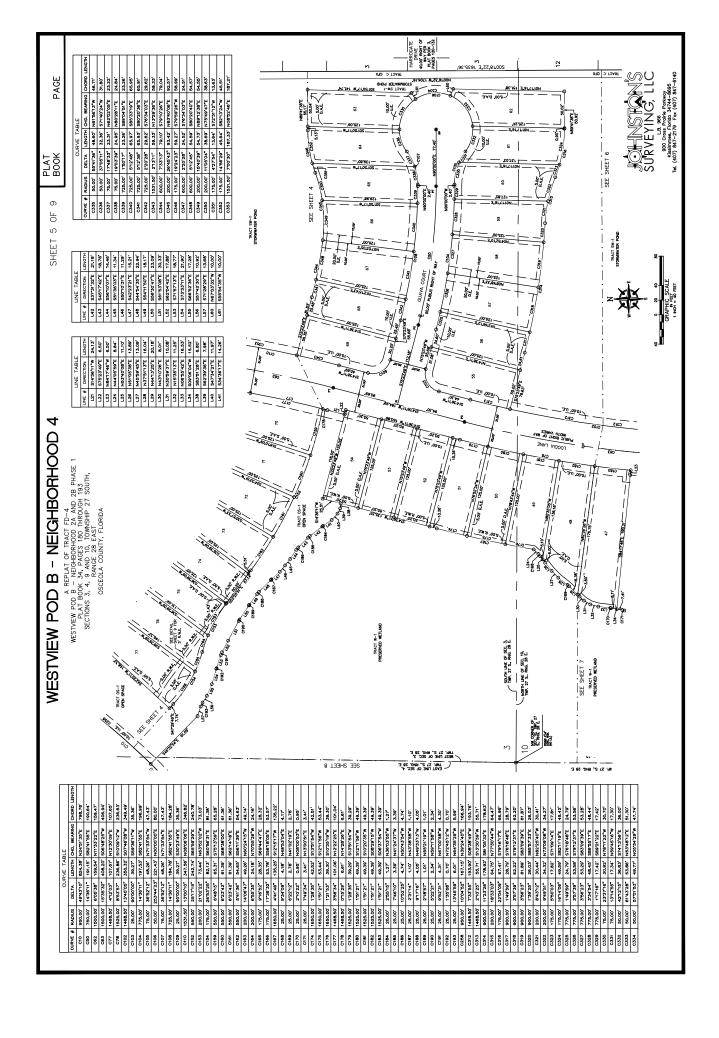
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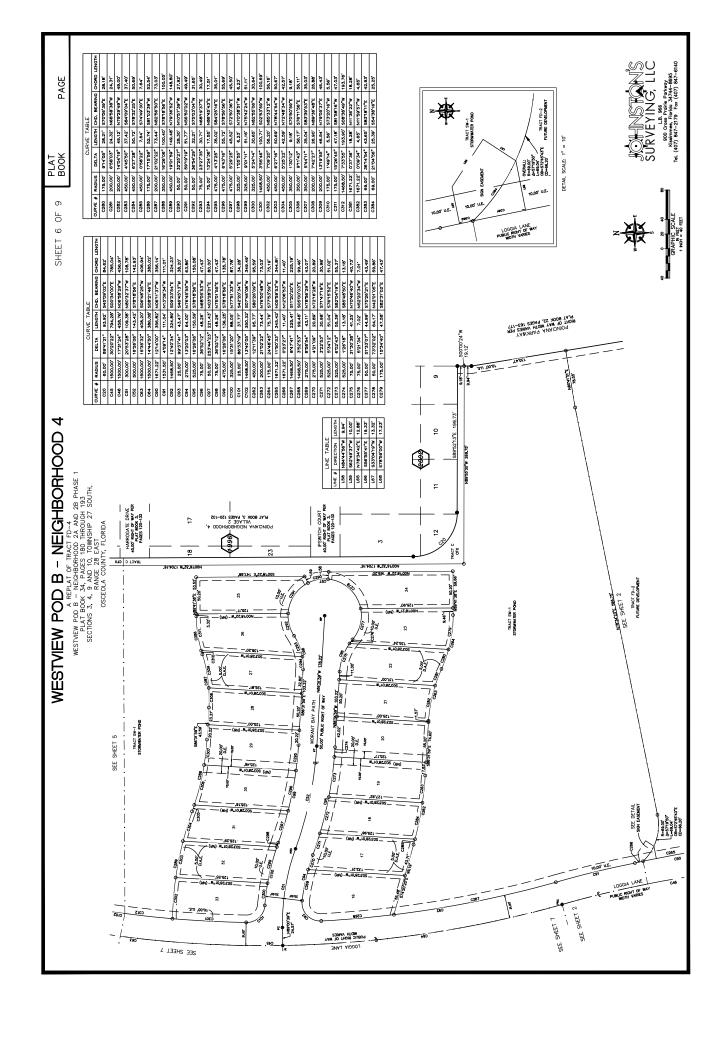
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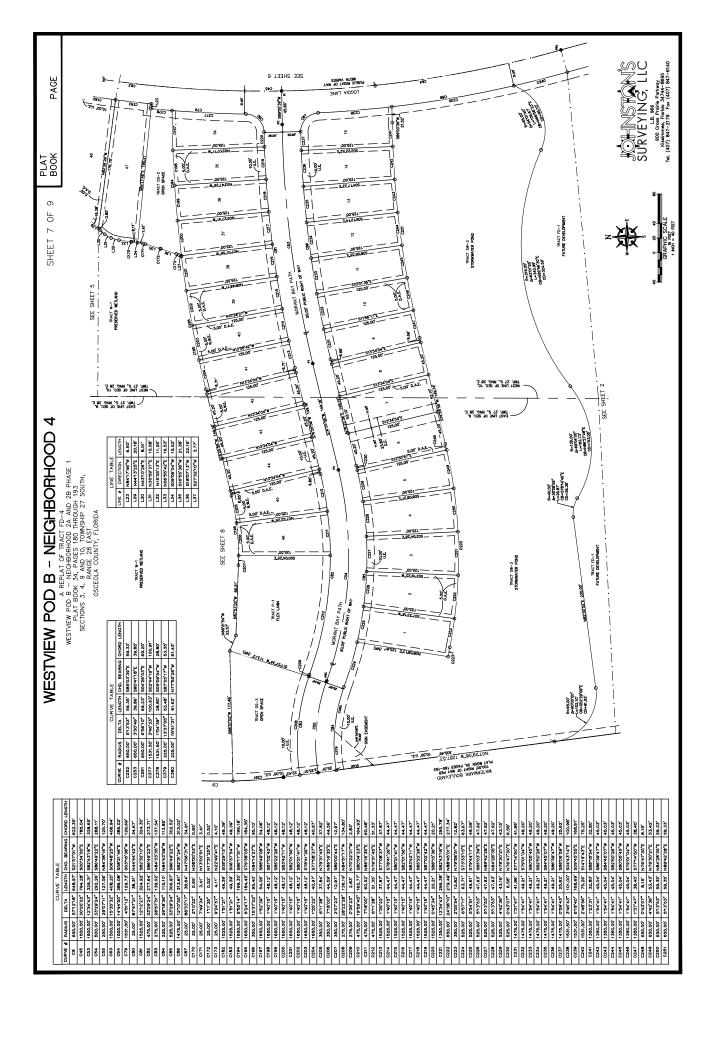


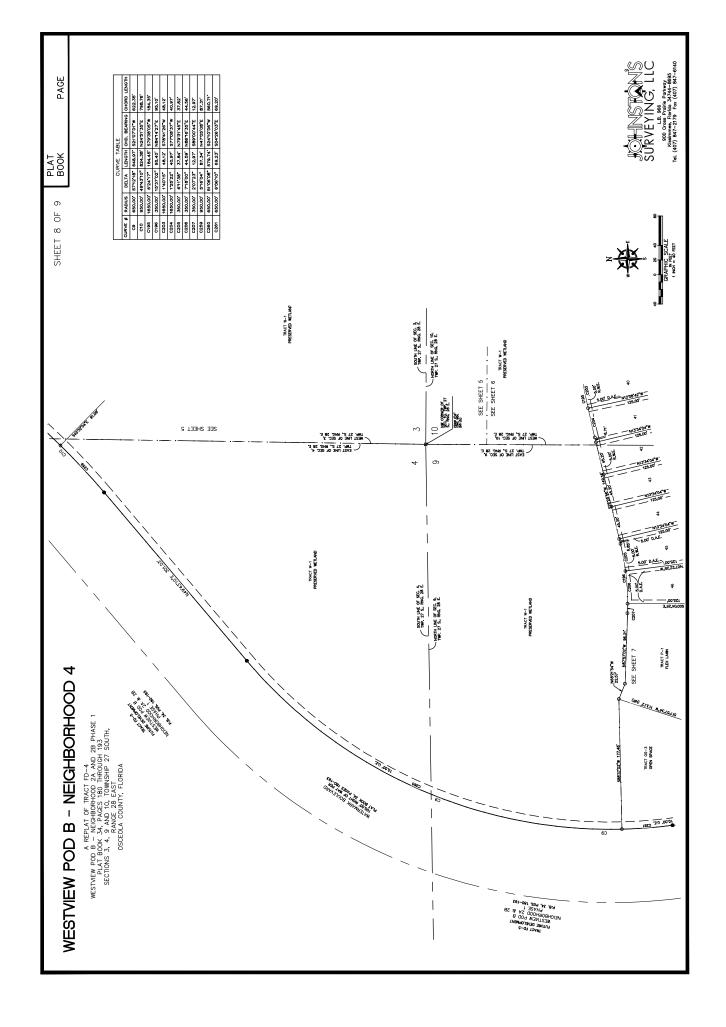








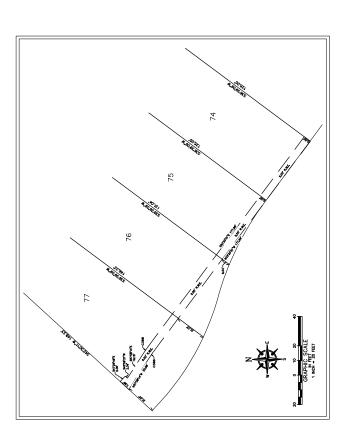




PLAT BOOK

WESTVIEW POD B - NEIGHBORHOOD 4

A REPLAT OF TRACT FD-4
WESTVEW POO B – NIGHORPHOOD 2A AND 2B PHASE 1
PLAT BOOK 34, PAGES 180 THROUGH 193,
SECTIONS 3, 4, 9 AND LI TOWNSHIP 27 SOUTH,
OSCECULA COUNTY, FLORIDA



DETAIL 5.00' R.W.E. FROM SHEET 5



BILL OF SALE AND LIMITED ASSIGNMENT [WESTVIEW POD B - NEIGHBORHOOD 4 IMPROVEMENTS (STORM & SANITARY SEWER ONLY)]

of August _____, 2025, by and between LT WESTVIEW, LLC, a Delaware limited liability company, with an address of 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("Grantor"), and for good and valuable consideration, to it paid by the WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District" or "Grantee") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

- 1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described in **Exhibit A** and below to have and to hold for Grantee's own use and benefit forever:
 - a) All of the improvements and work product identified in **Exhibit A**; and
 - b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.
- 2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- 3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent

or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

Name: Kelley Mims

LT WESTVIEW, LLC, a Delaware limited liability company

By: TM Westview, LLC, a Delaware limited liability company

Name: Dan La Rosa Title: Vice President

Name: Patrick Wood

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ② physical presence or □ online notarization this 11th day of August , 2025, by Dan La Rosa as Vice President of TM Westview Member, LLC, a Delaware limited liability company, as Manager of LT Westview, LLC, a Delaware limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _______ as identification.

(NOTARY SEAL)



NOTARY PUBLIC, STATE OF Florida

Name: Anabelle Ferrari (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Westview Pod B - Neighborhood 4 Improvements (Storm & Sanitary Sewer Only)

Westview Pod B - Neighborhood 4 Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Grenadines Lane, Barbuda Lane, Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, and all "Utility Easements" and "Drainage and Utility Easements," each as identified in the <u>proposed</u> plat known as Westview Pod B - Neighborhood 4, attached hereto as <u>Exhibit B</u>.

Westview Pod B - Neighborhood 4 Drainage & Surface Water Management — All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, all "Drainage and Access Easements," "Drainage Easements," and all "Drainage and Utility Easements," each as identified in the <u>proposed</u> plat known as Westview Pod B - Neighborhood 4, attached hereto as <u>Exhibit B</u>.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

		Amount Complete	Balance Owed &
<u>Improvement</u>	Total Contract Price	to Date	<u>Retainage</u>
Sanitary Sewer	\$790,856.92	\$ 735,305.98	\$ 55,550.94
Storm Sewer	<u>\$1,195,867.06</u>	\$ 1,093,278.20	<u>\$102,588.86</u>
	\$1,986,723.98	\$1,828,584.18	\$158,139.80

EXHIBIT B

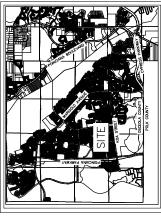
Proposed Westview Pod B - Neighborhood 4 Plat

MESTVIEW POD B - NEIGHBORHOOD 4

2. ALL LOTS THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS OTHERWISE NOTED AS NON-RADIAL (NR). NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLOREDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NOW 84, 1980 NA LOADSHAWAY) NO ENTERPRIENT PROCEDURANCE SYSTEM (GPS), RETERRIENT ENTERPRIENT ASSAULTS ON THE COPE OF MAY LIKE OF TOOLS STREET AS SOCIETION.

WESTMEW POD B - NEIGHBORHOOD 2A AND 8PHASE 1
PLAT BOOK 34, PAGES 180 THROUGH 193
SECTIONS 4 AND 5, TOWNSTHE Z SOUTH RANGE 28 EAST
OSCECIAL COUNTY, FLORIDA



Troot FD-4, WESTVIEW POD B - NEIGHBORHOOD 2A AND 2B PHASE 1, according to the Plat thereof, as recorded in Plat Book 34, Pages 180 through 193 of the Public Records of Osceola County, Florida. Containing 81.63 acres, more or less.

NOT TO SCALE VICINITY MAP

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5. TRACTS P-1 AND P-2 ARE FLEX LAWN TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE ADEN AT WESTVIEW HOMEOWNERS ASSOCIATION, INC, TO BE CONVEYED BY A SEPARATE INSTRUMENT. TRACTS SW-1, SW-2, AND SW-3 ARE STORWWATER POND TRACTS AND SHALL BE OWNED AND MAINTAINED WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT.

4. TRACTS OS-1, OS-2, OS-3, OS-4 AND OS-5 ARE OPEN SPACE TRACTS AND SHALL BE OWNED AND MANAMED BY THE WESTVEW SOLTH COMMUNITY DEVELOPMENT DISTRICT, TO BE CONVETED BY A SEPARATE.

TRACT C IS A CFX TRACT AND SHALL BE OWNED AND MAINTAINED BY THE OWNER OF RECORD.

7. TRACTS FD-1 AND FD-2 ARE FUTURE DEVELOPMENT TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE OWNER OF RECORD.

8. TRACT W-1 IS A PRESERVED WETLAND TRACT AND SHALL BE OWNED AND MAINTAINED BY THE WESTVEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, TO BE CONVEYED BY A SEPARATE INSTRUMENT.

11. GESCOA COUNTY SHALL HAVE THE RIGHT, BUT NOT THE GBLIGATION TO ACCESS, MANTAN, REPAIR, RETPLACE OF OTHERWISE CARE, CHANGE OF CAUSET ON BE CHARGE THE STORBANDE THEORY SHALL SHALL AND SHALL SHALL AND SHALL SHALL AND SHALL SHALL AND SHALL S

14. NAMED STREETS SHOWN ARE TO BE DEDICATED TO OSCEOLA COUNTY FOR THE USE OF THE PUBLIC BY THIS PLAT.

ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY DUKE ENERGY.

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12. ALL LANDSCAPING ELEMENTS LOCATED WITHIN PUBLICLY OWED OR MAINTAINED TRACTS SHOWN ON THIS PLAT, MICHONION REES LOCATED WHINE PUBLIC REGISTS OF WAY AS RECURBED BY COSCALA COUNTY, LAND PERELIPMENT CORE; SMALL BE MAINTAINED BY WESTYEW SOUTH COMMUNITY DEVELOPMENT DISTRICT.

17. PURSIANT TO SECTION 193,0235, F.S., ALL TRACTS DEDICATED TO A HOMEOWNER'S ASSOCIATION HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.

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16. THE WESTNEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, AND ITS SUCCESSORS AND ASSIGNS, ARE HEREBY DEDICATED, NOW-EXCLUSIVE, PERPETUAL ACCESS EASEMENT OVER ALL PUBLIC AND PRIVATE RIGHTS—OF—WAY FOR COD PURPOSES.

15. LOT AND TRACT CORNERS SHOWN HEREON SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9), FLORIDA STATUTES.

19. THE WESTNEW SOUTH COMMUNITY DEFECTORIEST DISTRICT, AND ITS SUCCESSORS, AND ASSIGNS, ARE HEREBY DEDICATED NON-EXCUSTANCE, FERFETTILL ASSEMBLYS IN CACCESS, IN STALL CONSTRUCT, ADDRIEST, CHEMBLY AND AND ASSEMBLY ASSEMBLY STALLOWED OF THE DATE OF THE DESIREST STANGARD OF ADDRESS, THE COD STALL UNKE THE RIGHT AND GRADIEST OF ALL DATES. THE COD STALL UNKE THE RIGHT AND GRADIEST WHITE STALLOWED STALL UNKE THE RIGHT AND GRADIEST OF WARTHEN AND STORWANTED MERCHAGED STALLOWED STALL UNKE THE RIGHT AND GRADIEST TO MAKE THE RIGHT AND GRADIEST OF MERCHAGED STALLOWED.

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SIDEWALK EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC.

NOTARY PUBLIC

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Print Name .. COUNTY OF

FLORIDA

STATE OF

F SURVEYOR, That the undersigned lered in the State of Fi

CERTIFICATE OF shown All the services of the s

No. L.B. 966

File No.

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LEGAL DESCRIPTION

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Brian Brunhofer, as Vice President of TM Westview Member, LLC, a Delaware limited liability company, as Manager of LT Westview, LLC, a Delaware limited liability company

Signed and sealed in the presence of:

LT WESTNEW, LLC, a Delaware Limited Liability Company By: TM WESTNEW MEMBER, LLC, a Delaware Limited Liability Company Its Manager

DEDICATION WESTVIEW POD B - NEIGHBORHOOD

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SHEET 1 OF

TEGEND

Purpusant to Section 1772(8). Florido Stututes, I hove revi-title plat for conformity to Chapter 177. Florido Struttes, find that said plat complex with the therhied requirement of that Chapter, provided, horsever, that may be included include field everification of ony of the coordinates, points measurements shown on this plat.

CERTIFICATE OF APPROVAL BY SURVE REPRESENTING OSCEOLA COUNTY

CERTIFICATE OF APPROVAL BY DEVELOPMENT REVIEW COMMITTEE

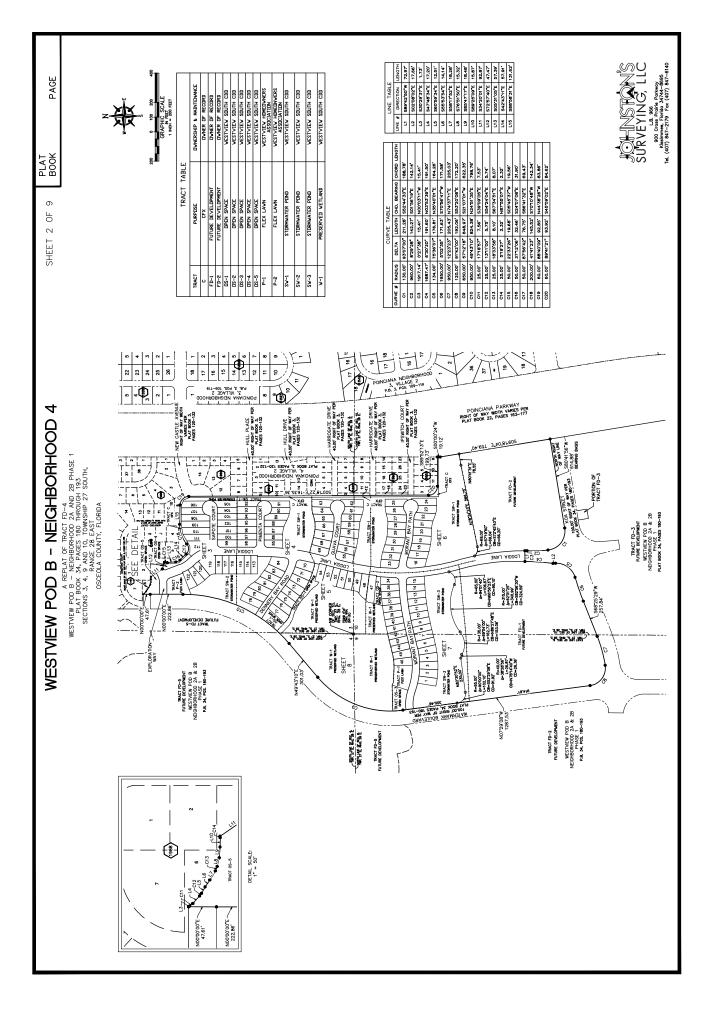
CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

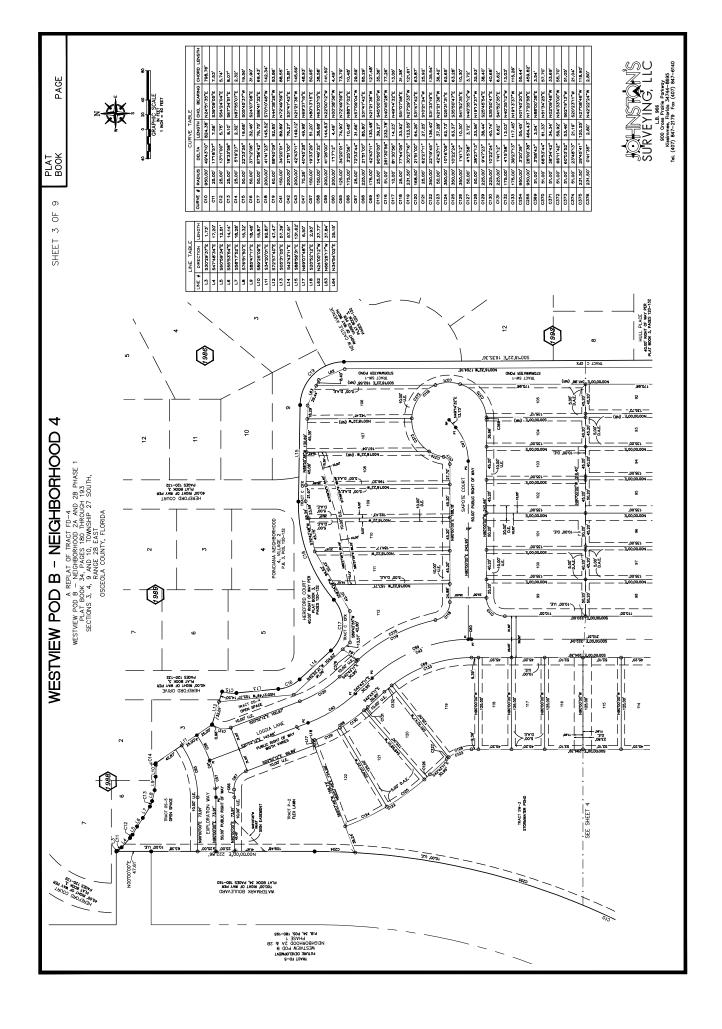
Florida Professional Surveyor and Mapper under contract Osceola County, Florida

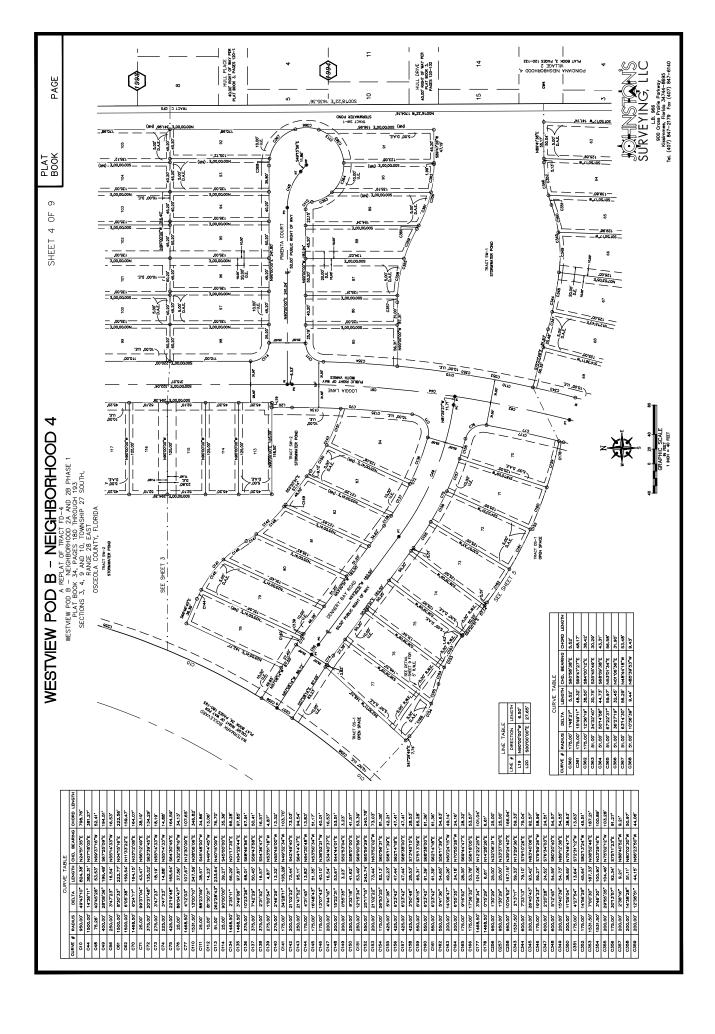
JOHNSTONS SURVEYING, LLC LB. 966 900 Cross Protrie Porkway Kissimmes, Florida 3474-8695 Tel. (407) 847-2179 Fox (407) 847-6140

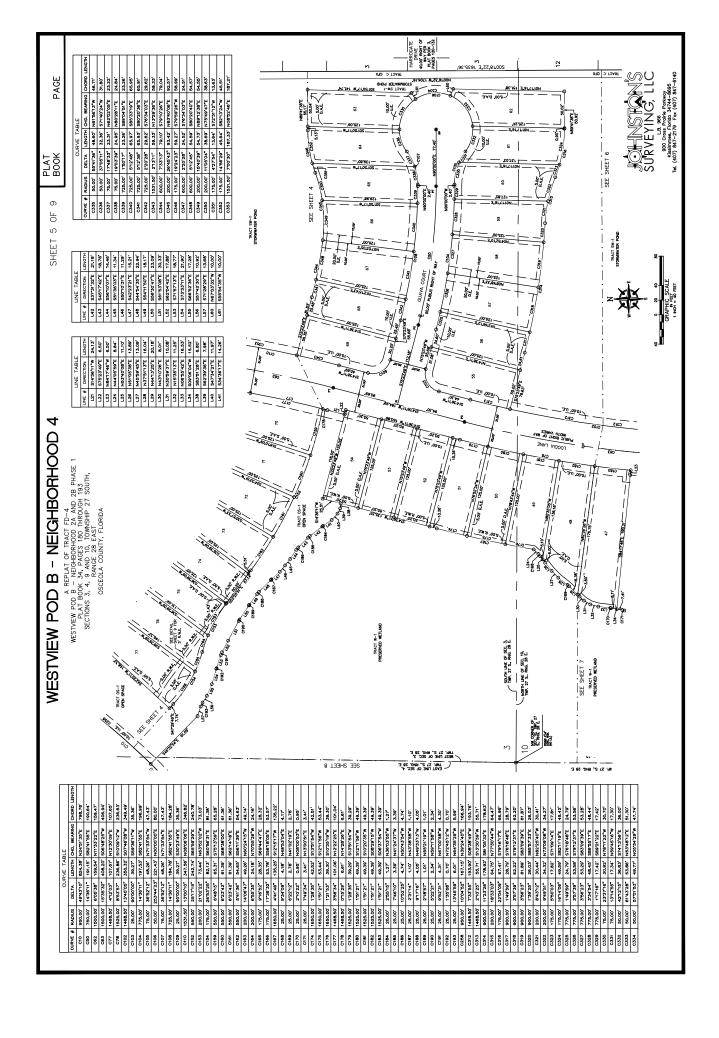
Use. This part, as recorded in its graphic form, is the official depiction of the subdivided under described interest and will in no charantenace be described interest and will in no charantenace be appointed in customicity by any only the graphic digital form of the plats. There may be additional extendions that are not in exacted on this plat that may be found in the public records of this County.

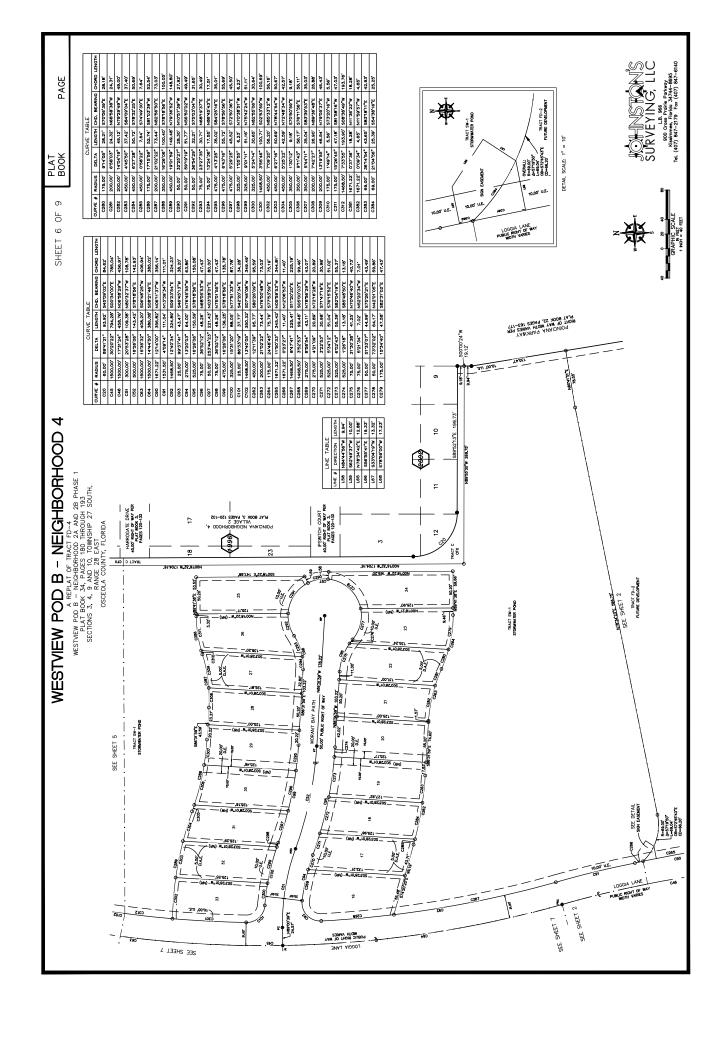
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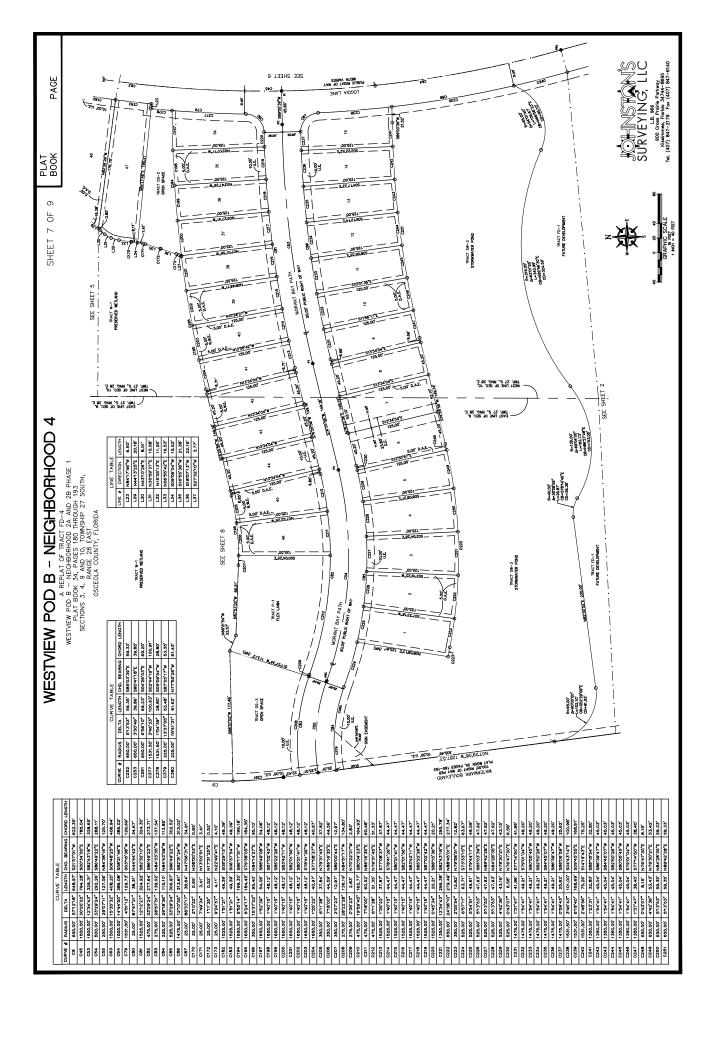


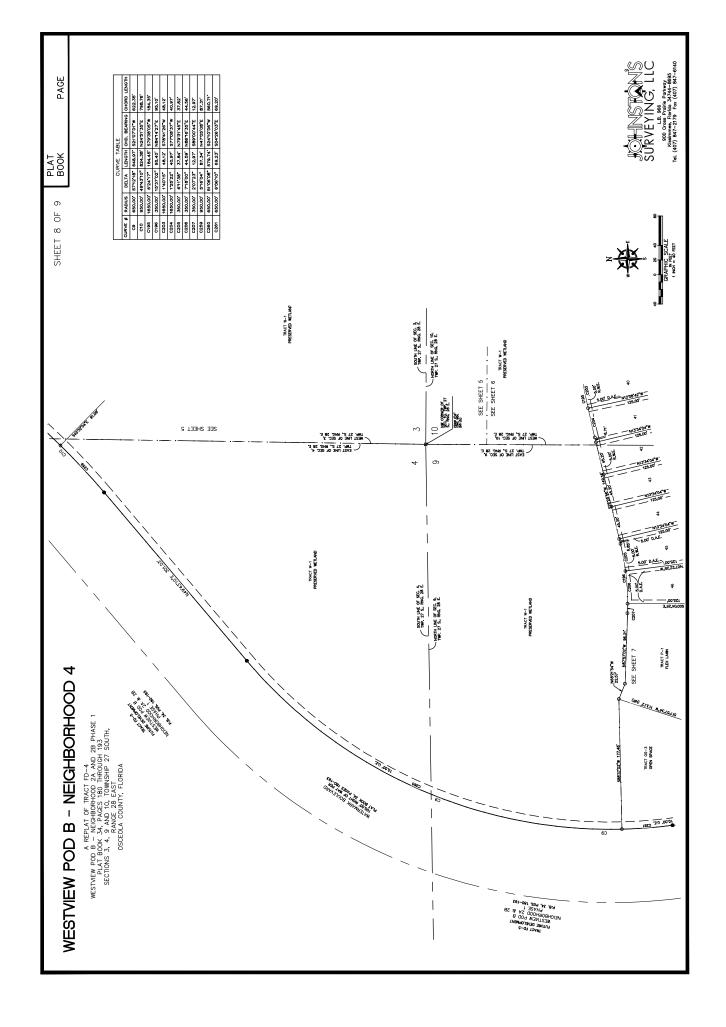








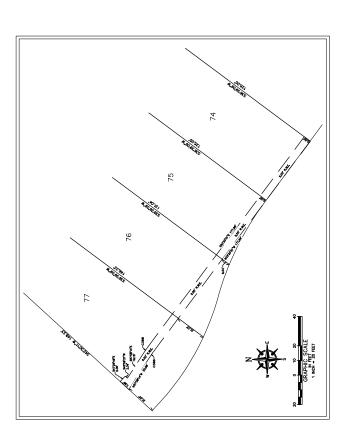




PLAT BOOK

WESTVIEW POD B - NEIGHBORHOOD 4

A REPLAT OF TRACT FD-4
WESTVEW POO B – NIGHORPHOOD 2A AND 2B PHASE 1
PLAT BOOK 34, PAGES 180 THROUGH 193,
SECTIONS 3, 4, 9 AND I, TOWNSHIP 27 SOUTH,
OSCECULA COUNTY, FLORIDA



DETAIL 5.00' R.W.E. FROM SHEET 5





SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the _____ day of ______ 2025, by and between:

LT Westview, LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Grantor**"); and

Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, and more particularly below ("**Property**"):

TACTS OS-1, OS-2, OS-3, OS-4, AND OS-5 (OPEN SPACE), AND TRACTS SW-1, SW-2, AND SW-3 (STORMWATER POND), AND TRACT W-1 (PRESERVED WETLAND), WESTVIEW POD B - NEIGHBORHOOD 4, AS RECORDED AT PLAT BOOK ____, PAGES ____ - ___, OF THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under

Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESSES	LT WESTVIEW, LLC, a Delaware limited liability company
By:	By: TM Westview Member, LLC, its Manager
Maitland, Florida 32751	By: Name: Title: <u>Authorized Agent (Orlando)-Land</u> <u>Development</u>
By:	
STATE OF	
or \square online notarization, this day of a Delaware limited liability company as Ma	nowledged before me by means of \square physical presence f , 2025, by of TM Westview Member, LLC anager of LT Westview, LLC, a Delaware limited liability day in person, and who is either personally known to as identification.
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped
	or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Jere Earlywine, Esq. Kutak Rock LLP 107 W College Avenue Tallahassee, Florida 32301

EASEMENT AGREEMENT [WESTVIEW POD B - NEIGHBORHOOD 4]

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _________2025, by and among:

LT Westview, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("Developer"); and

Aden at Westview Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("Association"); and

Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("District" or "Grantee").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as *Westview Pod B - Neighborhood*4, as recorded at Plat Book ___, Pages ___ - ____, of the Official Records of Osceola County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "Easement Areas") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- **1.** Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.
- **2.** <u>Grant of Non-Exclusive Easement</u>. Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below to the extent of the Developer's and Association's respective interests, if any ("Easement Areas") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "Easement"):
 - A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage and other District facilities, located within Laggio Lane, Sapote Court, Pimenta Court, Dennery Bay Road, Guava Court, Morant Bay Path, all "Drainage and Access Easements," "Drainage Easements," and all "Drainage and Utility Easements," each as identified in the plat known as Westview Pod B Neighborhood 4, as recorded at Plat Book __, Pages __ ___, of the Official Records of Osceola County, Florida. The parties agree that, absent a separate agreement between the Developer or Association with the District, the District shall be responsible for the ownership, operation, maintenance, repair and replacement of the master stormwater system within the District.
- **3.** <u>Inconsistent Use</u>. Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

- **4.** <u>Beneficiaries of Easement Rights.</u> This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.
- **5.** <u>Binding Effect.</u> This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.
- **6.** <u>Default</u>. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- **7.** Enforcement of Agreement. In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.
- 8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a nonbusiness day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.
- **9.** Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

- **10.** <u>Controlling Law; Venue.</u> This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.
- **11.** <u>Public Records</u>. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.
- **12. Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.
- 13. <u>Binding Effect</u>. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.
- **14.** <u>Authorization</u>. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- **15.** Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.
- **16.** Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.
- **17.** Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES	LT WESTVIEW, LLC, a Delaware limited liability company				
Ву:	By: TM Westview Member, LLC, its Manager				
Name: Kelley Mims					
Address: 2600 Lake Lucien Dr. Ste. 350	Ву:				
Maitland, Fl 32751	Name:				
Ву:	_				
Name:	- -				
Address: 2600 Lake Lucien Dr. Ste. 350					
Maitland, Fl 32751					
STATE OF					
COUNTY OF					
or \square online notarization, this day o a Delaware limited liability company as M	nowledged before me by means of \square physical presence f, 2025, by of TM Westview Member, LLC anager of LT Westview, LLC, a Delaware limited liability day in person, and who is either personally known to as identification.				
	NOTARY PUBLIC, STATE OF				
(NOTARY SEAL)	Name:				
	(Name of Notary Public, Printed, Stamped				
	or Typed as Commissioned)				

[Signatures continue on following page]

WITNESSES

ADEN AT WESTVIEW HOMEOWNERS ASSOCIATION, INC.

Ву:	
Name:	Name:
Address:	Title:
_	
By:	
Name:	
Address:	
	
STATE OF	
COUNTY OF	
or \square online notarization,	was acknowledged before me by means of \Box physical presence this, 2025, by, 2045, by, and, by, by, and, by, and, by, and, by
Association, Inc., a Florida not-f	for-profit corporation, on behalf of said entity, who appeared, and who is either personally known to me, or produced
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped
	or Typed as Commissioned)

WITNESSES

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

By:	
Name:	Name:
Address:	Name: Title:
Ву:	
Name:	
Address:	
STATE OF	
COUNTY OF	
or 🗌 online notarizatior	nt was acknowledged before me by means of \square physical presence n, this day of, 2025, by as of the Westview South Community
Development District, a local Chapter 190, <i>Florida Statutes</i> ,	unit of special-purpose government established pursuant to, on behalf of said entity, who appeared before me this day in conally known to me, or produced as
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT ("Agreement") is made and entered into this <u>1st</u> day of <u>September</u>, 2025, by and between:

Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("**District**"), and

Castle Management, LLC, a Florida limited liability company, and whose address is 12270 SW 3rd Street, Suite 200, Plantation, Florida 33325 ("**Manager**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* ("Act"); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure ("Improvements") located within the District, which Improvements include stormwater ponds, conservation areas, open spaces, landscaping, hardscaping and irrigation systems and which may in the future include an amenity clubhouse; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

2. Manager's Obligation.

A. Field Operations Management. The Manager shall provide the District with field operations management services for the Improvements, and shall designate a representative for purposes of reporting to and coordinating with the District ("Manager's Representative"). The Manager shall notify the District in writing of any change in the Manager's Representative. Manager shall be responsible for, and

authorized to perform on behalf of the District, general oversight and management of the Improvements, as further described in the "Scope of Services and Responsibilities" attached hereto as **Exhibit A**.

- **B.** *Inspection.* The Manager shall conduct periodic inspections of all Improvements. In the event the Manager discovers any irregularities of, or needs of repair to, the Improvements, the Manager shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- **C.** Notification of Emergency Repairs. The Manager shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Manager is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- **D.** Care of the Property. The Manager shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Manager, its employees or contractors. The Manager agrees to promptly repair any damage to such property resulting from the Manager's activities and work and to notify the District of the occurrence of such damage caused by the Manager's activities within forty-eight (48) hours.
- **E.** *Limitations on Manager's Duties.* Notwithstanding anything contained herein to the contrary:
 - i. The Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Manager have the authority to approve change orders;
 - ii. The Manager shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.
- **3. Compensation.** The District shall pay the Manager One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month for the provision of field operations management services pursuant to the terms of this Agreement, in addition to reimbursement for the cost of personnel as set out under Exhibit B.

4. Term.

A. The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2026, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods, unless terminated pursuant to the terms hereof.

- **B.** Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice with or without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation due for work performed prior to termination, subject to any offsets the District may have.
- 5. Insurance. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit C.** As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.
- 6. Indemnity. Contractor will indemnify and hold the District harmless from all loss, damage or injury resulting from willful and intentional acts done or caused by Contractor, its officers, directors, or employees which cause harm to persons or property or which cause a monetary loss or expense to the District. In no event, however, shall Contractor be liable to the District for actions or errors of judgment Contractor may commit or refrain from committing in the reasonable good faith performance of its duties except for acts or omissions that violates a criminal law; derives an improper personal benefit, either directly or indirectly; is grossly negligent; or is reckless, is in bad faith, is with malicious purpose, or is in a manner exhibiting wanton and willful disregard of human rights, safety, or property

The obligations of each party under the above indemnifications include the payment of all settlements, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney fees, including those incurred through all appeals. Said indemnification as noted in above paragraphs shall survive this Agreement.

- 7. Recovery of Costs and Fees. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
- **8. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- **9. Assignment.** Neither Party may assign this Agreement without the prior written approval of the other.

- shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- 11. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **12. Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.
- 13. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.
- **14. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.
- ("Notices.") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.
- 16. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this

Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

- 17. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in the County in which the District is located.
- 18. Public Records. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is Cindy Cerbone ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

- **19. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **20. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **21. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall

register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

22. SOVEREIGN IMMUNITY. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

Nova Schuster Chairman, Board of Supervisors

CASTLE MANAGEMENT, LLC

Print Name: Craig Vaughan

Its: Chief Financial Officer

EXHIBIT A

- 1. MANAGER'S DUTIES: During the term hereof, the Manager shall perform the following services as, when and if needed or as otherwise specified herein, to assist the District:
- 2. Manager shall engage and supervise all persons as needed (which person or persons may be engaged on a part-time or full-time basis), including those employees of the Manager stipulated in EXHIBIT B of this agreement, necessary to properly maintain and operate the Common Property, in the Manager's reasonable judgment, it being understood that all personnel so engaged shall be engaged by the Manager as Manager's Representative for the District.
- 3. Provide the Administrative duties as outlined in this EXHIBIT A.
- 4. Cause the Common Property to be maintained and repaired including, but not limited to, landscaping, painting, paving, cleaning and such other normal and extraordinary maintenance and repair work as may be necessary; provided, however, the Manager shall not obligate the District for any single item of repair, replacement, refurnishing or refurbishing, the cost of which exceeds the sum of one thousand dollars (\$1,000.00) without the prior approval of the Board of Directors, unless provided for in the approved budget of the District.
- 5. Purchase, as needed, on behalf of the District, all supplies and materials as may be necessary or desirable for the maintenance, upkeep, repair, replacement and preservation of the Common Property. Such purchases shall be made in the name of the District. Any such purchases in excess of one thousand dollars (\$1,000.00) shall be subject to the prior consent of the Board of Directors unless provided for in the approved budget of the District. Notwithstanding anything contained herein to the contrary, the Manager shall have the right, without first obtaining the approval of the Association, to make emergency repairs and replacements which, according to the Manager's reasonable belief, are required to eliminate or avoid danger to persons or to property, or as are necessary in the Manager's reasonable belief for the preservation and safety of the District or for the safety of persons or in order to avoid suspension of any necessary service to the District.
- 6. Solicit, analyze and negotiate contracts on behalf of the District, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Common Property. All contracts shall be approved and executed by the Board of Directors.
- 7. Arrange with the District's approval and at the District's sole expense such attorneys, accountants, insurance consultants, tax consultants and other experts and professionals, whose services the Manager may reasonably require to effectively perform its duties and exercise its powers hereunder.
- 8. Maintain, as needed, appropriate records of all insurance coverage carried by the District.
- 9. Prepare and send, as needed, all letters, reports and notices as may be reasonably requested by the Board of Directors, and attend monthly meetings of the Board of Directors, annual meeting, budget meeting and any other general membership meetings of the District and file minutes thereof, which minutes shall be prepared and recorded by the Association or its designee.
- 10. Perform routine property inspections and make recommendations to the Board of Directors as to maintenance and improvements to the Common Property.
- 11. Provide regular reports to the Board of Directors of the status of pending and completed operations affecting the District.

ADMINISTRATIVE DUTIES

- 1. To receive in writing or by telephone maintenance problems or other requests of unit owners or renters and to fulfill these requests on a timely basis.
- 2. Review the property and make recommendations to the Board of Directors. Architectural and other rule and regulation violations will be noted during this review.
- 3. Obtain bids and proposals for any major work to be performed for review by the Board of Directors.
- 4. To attend monthly Board of Directors and/or Annual meeting for presentation of the financial and operations review.
- 5. To provide twenty-four hour service for emergencies 365 days per year.
- 6. To maintain an up-to-date listing of unit owners.
- 7. The District will utilize a third-party vendor to ensure appropriate security over the on-site computer hardware and software systems.
- 8. To maintain a complete set of office files including legal documents, owner correspondence, insurance and rules and regulations.
- 9. To prepare notices of meetings, proxies and agendas and organize meetings of the District. Assist in the election of directors/officers and tabulation of votes; assist in the first meeting of the Board to elect officers for the District.
- 10. To administer the District to ensure that all residents, owners and tenants alike, conform with adopted house rules, pool rules, By-laws and promote a pleasant and harmonious relationship within the property at all times.
- 11. To exercise close supervision over hours and working conditions of employed personnel, if any, to ensure compliance with wage and hour and Workman's Compensation laws.

EXHIBIT B

PORTFOLIO MANAGEMENT

The Manager will provide the following portfolio management services,

One (1) Property Manager – 8 hours/week

The District will be charged the pro rata share of the employee's benefits noted above.

The District and Manager will agree on any changes to the above staff, including any agreement to add or reduce personnel or changes to pay rates. The District may provide reasonable notice to the Manager its desire to replace/change any particular employee of the Manager working at the District pursuant to this Exhibit. The Manager will utilize its' best efforts to replace the employee dedicated for replacement, within a reasonable time period. Notwithstanding the above, the Manager shall not be required to replace any employee who is protected by Federal Law, has taken leave pursuant to the Family Medical Leave Act or who is unable to work at full capacity as a result of injury suffered at the District, until the employee can be placed at another District so as to not expose the Manager to any liability relative to that employees' leave or work status.

District is responsible to reimburse Manager for the pro-rated amount of employees' paid time off ("PTO") provided pursuant to the standard PTO policies of the Manager, including PTO earned but unused up to the earlier of the termination of this contract or the transfer of the employee from the District. Paid time off includes holidays, vacation and any other personal time off.

The cost of all administrative personnel shall be reimbursed to Manager at actual wages plus twenty nine percent (29%) for payroll related costs. Payroll related costs shall include, but not be limited to, social security tax, federal/state unemployment tax, worker's compensation insurance, Manager's contribution to 401(k) plan, criminal background checks, recruitment expense, payroll processing and human resource administration. The burden charged on salaries shall be automatically increased due to any increases in social security, Medicare, unemployment, and/or due to any increases in worker's compensation insurance rates as stipulated by NCCI and/or any other costs of employment mandated by any government entity including but not limited to the cost of providing health care to employees that may be imposed upon Manager as an employer, shall be a direct pass through to the District on the effective dates of such changes. Such reimbursement shall be paid by automatic funds transfer following each pay period. The cost reimbursement fee stated above does not include health insurance coverage for on-site staff as set out above.

EXHIBIT C

Insurance Certificates with Endorsements

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2025

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS AUGUST 31, 2025

	General Fund	Debt Service Fund 2023A-1	Debt Service Fund 2023A-2	Debt Service Fund 2025A1-1	Capital Projects Fund 2023A-1	Capital Projects Fund 2023A-2	Capital Projects Fund 2025A-1	Total Governmental Funds
ASSETS								
Cash	\$ 271,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 271,834
Investments								
Revenue	-	1,056,005	36,400	-	-	-	-	1,092,405
Reserve	-	2,237,676	602,407	1,821,630	-	-	-	4,661,713
Prepayment	-	191,404	7,490	-	-	-	-	198,894
Construction A-1	-	-	-	-	773	-	18,279,678	18,280,451
Construction A-2	-	-	-	-	-	3,516,520	-	3,516,520
Cost of issuance	-	-	-	57,020	-	-	-	57,020
Interest	-	-	6	319,642	-	-	-	319,648
Due from Landowner (Westview South LLC)	64,945	-	-	-	-	-	-	64,945
Due from Lennar	-	35,728	-	-	-	-	-	35,728
Due from capital projects fund A-2	-	-	-	-	4,338	-	-	4,338
Utility Deposit	8,000	-	-	-	-	-	-	8,000
Due from Developer	4,062	319,866					-	323,928
Total assets	\$ 348,841	\$ 3,840,679	\$ 646,303	\$2,198,292	\$ 5,111	\$ 3,516,520	\$18,279,678	\$28,835,424
LIABILITIES AND FUND BALANCES Liabilities:								
Contracts payable	\$ -	\$ -	\$ -	\$ -	\$1,181,306	\$ 237	\$ -	\$ 1,181,543
Due to capital projects fund	-	-	-	-	-	4,338	-	4,338
Tax payable	61	-	-	-	-	-	-	61
Landowner advance	6,000						-	6,000
Total liabilities	6,061				1,181,306	4,575	-	1,191,942
DEFERRED INFLOWS OF RESOURCES	00.007	055 504						40.4.00.4
Deferred receipts	69,007	355,594	-	-	-	-	-	424,601
Unearned revenue	69,007	36,648	31,132					67,780
Total deferred inflows of resources	69,007	392,242	31,132				-	492,381
Fund balances: Restricted for:		0.440.407	045 474	0.400.000				0.004.000
Debt service	-	3,448,437	615,171	2,198,292	- (4 470 405)	- 0.544.045	40.070.070	6,261,900
Capital projects	-	-	-	-	(1,176,195)	3,511,945	18,279,678	20,615,428
Unassigned	273,773			-			-	273,773
Total fund balances	273,773	3,448,437	615,171	2,198,292	(1,176,195)	3,511,945	18,279,678	27,151,101
Total liabilities, deferred inflows of resources	* 0.40 0.44	* • • • • • • • • • • • • • • • • • • •		* 0.400.000		* • • • • • • • • • • • • • • • • • • •	440.070.070	***
and fund balances	\$ 348,841	\$ 3,840,679	\$ 646,303	\$2,198,292	\$ 5,111	\$ 3,516,520	\$18,279,678	\$28,835,424

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 89,234	\$ -	N/A
Assessment levy: off-roll	-	351,056	609,356	58%
Lot closing assessments	-	112,616	-	N/A
Landowner contribution		15,352	159,998	10%
Total revenues		568,258	769,354	74%
EXPENDITURES				
Professional & administrative				
Supervisors	431	1,292	3,014	43%
Management/accounting/recording	4,000	44,000	48,000	92%
Legal	, -	29,716	25,000	119%
Engineering	_	16,264	2,000	813%
Audit	_	8,920	7,400	121%
Arbitrage rebate calculation	_	-	1,500	0%
Dissemination agent AA1	125	959	1,000	96%
Dissemination agent AA2	125	958	1,000	96%
Dissemination agent 2025	.20	-	1,000	0%
EMMA software service	_	3,000	5,000	60%
Trustee	9,352	9,352	16,500	57%
DSF accounting 2023 AA2	458	4,125	5,500	75%
DSF accounting 2025	458	4,125	5,500	75%
Telephone	17	183	200	92%
Postage	23	468	500	94%
Printing & binding	42	458	500	92%
Legal advertising	3,800	6,562	6,500	101%
Annual special district fee	3,000	175	175	101%
Insurance	-	5,200	5,500	95%
	80		5,500	340%
Contingencies Mosting room routel	00	1,698		0%
Meeting room rental	-	705	1,400	100%
Website hosting & maintenance	-	705	705	
Website ADA compliance	40.044	210	210	100%
Total professional & administrative	18,911	138,370	138,604	
Field operations				
Management fees	1,250	13,750	15,000	92%
Accounting	500	5,500	6,000	92%
Environmental services (POD B & E)	-	21,425	30,000	71%
Plants, shrubs & mulch	-	-	10,000	0%
Annuals	-	-	15,000	0%
Tree trimmings	-	-	6,000	0%
Property taxes	-	393	, -	N/A
Property Insurance	-	-	10,000	0%
Pond maintenance	_	18,195	35,000	52%
Landscape maintenance	18,840	60,031	280,000	21%
	. 5,5 10	33,331		2

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED AUGUST 31, 2025

	Current	Year to		% of
	Month	Date	Budget	Budget
Irrigation pump maintenance	1,326	27,591	10,000	276%
Dog waste stations	-	-	6,000	0%
Irrigation repairs	-	-	10,000	0%
Backflow prevention test	-	-	750	0%
Holiday decorations	-	-	6,000	0%
Pressure washing	-	-	3,000	0%
Signage maintenance	-	-	5,000	0%
Street lighting agreement	-	-	150,000	0%
Contingencies	-	-	25,000	0%
Electric:				
Irrigation	-	-	6,000	0%
Entrance signs			2,000	0%
Total field operations	21,916	146,885	630,750	
Other fees & charges				
Property appraiser & tax collector	8,919	10,701	-	N/A
Total other fees & charges	8,919	10,701		N/A
Total expenditures	49,746	295,956	769,354	38%
Excess/(deficiency) of revenues				
over/(under) expenditures	(49,746)	272,302	-	
Fund balances - beginning	323,519	1,471		
Fund balances - ending	\$ 273,773	\$ 273,773	\$ -	

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND 2023A-1 FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 481,223	\$ -	N/A
Assessment levy: off-roll	-	795,176	2,506,525	32%
Assessment prepayments	-	6,787,044	-	N/A
Assessment prepayment interest	-	53,174	-	N/A
Lot closing assessments	-	459,650	-	N/A
Lot closings interest	-	181,924	-	N/A
Interest	20,229	232,504		N/A
Total revenues	20,229	8,990,695	2,506,525	359%
EXPENDITURES Debt service Principal Principal prepayment Interest Total debt service	2,680,000 36,658 2,716,658	515,000 10,330,000 2,099,437 12,944,437	545,000 2,980,000 2,009,761 5,534,761	94% 347% 104% 234%
Other fees & charges				
Tax collector		9,613		N/A
Total other fees and charges		9,613		N/A
Total expenditures	2,716,658	12,954,050	5,534,761	234%
Excess/(deficiency) of revenues over/(under) expenditures	(2,696,429)	(3,963,355)	(3,028,236)	
Fund balances - beginning Fund balances - ending	6,144,866 \$ 3,448,437	7,411,792 \$ 3,448,437	7,494,060 \$4,465,824	

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND 2023A-2 FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: off-roll Lot closing assessments Interest Total revenues	\$ - - 2,141 2,141	\$280,490 80,748 25,699 386,937	\$ 598,469 - - - 598,469	47% N/A N/A 65%
EXPENDITURES Debt service		445,000	420,000	4400/
Principal Prepayment Interest	-	145,000 30,000 470,437	130,000 - 471,269	112% N/A 100%
Total expenditures		645,437	601,269	107%
Excess/(deficiency) of revenues over/(under) expenditures	2,141	(258,500)	(2,800)	
Net change in fund balances	2,141	(258,500)	(2,800)	
Fund balances - beginning Fund balances - ending	613,030 \$615,171	873,671 \$615,171	841,458 \$838,658	

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND 2023A-2 FOR THE PERIOD ENDED AUGUST 31, 2025

REVENUES Total revenues	Current Month	Year To Date
EXPENDITURES Debt service Cost of issuance Total expenditures	229,250 229,250	229,250 229,250
Excess/(deficiency) of revenues over/(under) expenditures	(229,250)	(229,250)
OTHER FINANCING SOURCES/(USES) Bond proceeds Underwriter's discount Total other financing sources	2,928,342 (500,800) 2,427,542	2,928,342 (500,800) 2,427,542
Net change in fund balances	2,198,292	2,198,292
Fund balances - beginning Fund balances - ending	\$ 2,198,292	\$ 2,198,292

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND 2023A-1 FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year To Date
REVENUES	•	Φ 4 777 040
Developer contribution	\$ -	\$ 1,777,819
Interest	2	2,009
Total revenues	2	1,779,828
EXPENDITURES		
Construction costs	610	1,428,510
Total expenditures	610	1,428,510
Excess/(deficiency) of revenues over/(under) expenditures	(608)	351,318
OTHER FINANCING SOURCES/(USES)		
Transfer in		8,428
Total other financing sources/(uses)		8,428
Net change in fund balances	(608)	359,746
Fund balances - beginning	(1,175,587)	(1,535,941)
Fund balances - ending	\$(1,176,195)	\$ (1,176,195)

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND 2023A-2 FOR THE PERIOD ENDED AUGUST 31, 2025

DEVENUE	Current Month	Year To Date
REVENUES	Φ 44.040	Φ 457.005
Interest	\$ 11,649	\$ 157,885
Total revenues	11,649	157,885
EXPENDITURES		
Construction costs	237	712,312
Total expenditures	237	712,312
Excess/(deficiency) of revenues over/(under) expenditures	11,412	(554,427)
OTHER FINANCING SOURCES/(USES)		(0.400)
Transfer out		(8,428)
Total other financing sources/(uses)		(8,428)
Net change in fund balances	11,412	(562,855)
Fund balances - beginning	3,500,533	4,074,800
Fund balances - ending	\$3,511,945	\$ 3,511,945

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND 2023A-2 FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues		
EXPENDITURES		
Construction costs	3,831,980	3,831,980
Total expenditures	3,831,980	3,831,980
Excess/(deficiency) of revenues over/(under) expenditures	(3,831,980)	(3,831,980)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	22,111,658	22,111,658
Total other financing sources/(uses)	22,111,658	22,111,658
Net change in fund balances	18,279,678	18,279,678
Fund balances - beginning Fund balances - ending	\$ 18,279,678	\$ 18,279,678

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

1 2 3		MINUTES OF WESTVIEW SOUTH COMMUN	
4		The Board of Supervisors of the Westview	v South Community Development District held
5	Public	Hearings and a Regular Meeting on August	13, 2025 at 2:00 p.m., or as soon thereafter as
6	the m	atter could be heard, at the Hampton Inn 8	& Suites Orlando South Lake Buena Vista, 4971
7	Calyp	so Cay Way, Kissimmee, Florida 34746.	
8 9		Present:	
10 111 112 113 114 115 116 117 118 119 220 221 222 223	FIRST	Nora Schuster Patrick "Rob" Bonin Susan Kane Logan Lantrip (via telephone) Andrea Fidler Also present: Andrew Kantarzhi Antonio Shaw Jere Earlywine (via telephone) ORDER OF BUSINESS	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary District Manager Wrathell, Hunt and Associates LLC (WHA) District Counsel Call to Order/Roll Call der at 2:11 p.m. Supervisors Schuster, Bonin,
25 26	Kane,	and Fidler were present. Supervisor Lantrip	, , ,
27 28 29 30	SECO	ND ORDER OF BUSINESS No members of the public spoke.	Public Comments
31 32 33	THIRE	O ORDER OF BUSINESS	Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
34	A.	Proofs/Affidavits of Publication	
35	В.	Consideration of Resolution 2025-06,	Resolution 2025-10, Relating to the Annual
36		Appropriations and Adopting the Budge	et(s) for the Fiscal Year Beginning October 1,
37		2025, and Ending September 30, 20	26; Authorizing Budget Amendments; and
38		Providing an Effective Date	
20			

Mr. Kantarzhi presented Resolution 2025-10. He reviewed the proposed Fiscal Year 2026 budget, highlighting any increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any adjustments. Assessments will be both on and off roll.

On MOTION by Ms. Schuster and seconded by Ms. Kane, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Ms. Schuster and seconded by Ms. Kane, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Kane and seconded by Ms. Fidler, with all in favor, Resolution 2025-06, Resolution 2025-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law

- A. Proof/Affidavits of Publication
- B. Mailed Notice(s) to Property Owners
- C. Consideration of Resolution 2025-11, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
 - Mr. Kantarzhi presented Resolution 2025-11.

On MOTION by Ms. Schuster and seconded by Ms. Kane, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Ms. Schuster and seconded by Ms. Kane, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Kane and seconded by Ms. Fidler, with all in favor, Resolution 2025-11, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Berger, Toombs, Elam, Gaines & Frank

Mr. Kantarzhi presented the Audited Financial Report for the Fiscal Year Ended September 30, 2024 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

A. Consideration of Resolution 2025-12, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024

On MOTION by Ms. Kane and seconded by Ms. Fidler, with all in favor, Resolution 2025-12, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Kantarzhi presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

On MOTION by Ms. Schuster and seconded by Ms. Kane, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives
 Reporting

DRAFT

August 13, 2025

WESTVIEW SOUTH CDD

164

ELEVENTH ORDER OF BUSINESS

Staff Reports

	WEST	VIEW SOUTH CDD	DRAFT	August 13, 2025
165 166	A.	District Counsel: Kutak Rock, LLP		
167		Mr. Earlywine stated that the bond i	ssue and making payment is being	finished up.
168	В.	District Engineer: Atwell, LLC	01 /	·
169		There was no report.		
170	C.	District Manager: Wrathell, Hunt ar	nd Associates, LLC	
171		Registered Voters in District	as of April 15, 2025	
172		Osceola County: <u>32</u>		
173		o Polk County: <u>95</u>		
174		• Status Report – Field Operat	ions	
175		Mr. Shaw presented the Field Opera	tions Report.	
176	•	Castle Management Field Operation	ns Agreement	
177		This item was an addition to the ago	enda.	
178 179		On MOTION by Ms. Fidler and sec Castle Management Field Operation	•	favor, the
180 181 182		NEXT MEETING DATE: Septe	mber 10, 2025 at 1:30 PM	
183		O QUORUM CHECK		
184		The next meeting will be on Septem	ber 10, 2025, unless canceled. Boa	rd Members were
185	remin	ded to complete the required four ho	urs of ethics training by December	31, 2025.
186				
187 188	TWEL	FTH ORDER OF BUSINESS	Board Members' Commer	its/Requests
189		There were no Board Members com	ments or requests.	
190				
191 192	THIRT	EENTH ORDER OF BUSINESS	Public Comments	
193		No members of the public spoke.		
194				
195 196	FOUR	TEENTH ORDER OF BUSINESS	Adjournment	
197 198		On MOTION by Ms. Fidler and see meeting adjourned at 2:35 p.m.	conded by Ms. Kane, with all in	favor, the

Secretary/Assistant Secretary	Chair/Vice Chair

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WESTVIEW SOUTH CDD

August 13, 2025

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS



Wrathell, Hunt and Associates, LLC

TO: Westview South Board of SupervisorsFROM: Antonio D. Shaw – Operations Manager

DATE: September 30, 2025

SUBJECT: Status Report – Field Operations

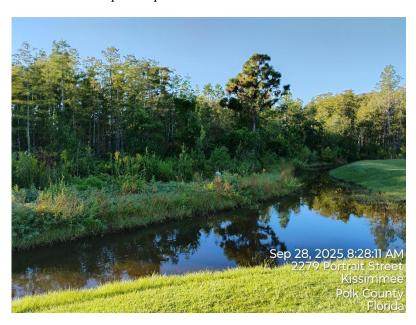
LANDSCAPING:

• Landscape Replacement: Inspected district for work related to invoices 33548 (plant replacement) and 34468 (tree replacement). In general the work appears satisfactory however there are 5 palm trees I would like to see warrantied out as they didn't make it. Three are on Watermark and two can be seen from Cypress. The two on Cypress may have been there previously and just deteriorated. I am awaiting a response from the vendor as of this report.





• *Tract OS-1 Maintenance*: Updated photos on the area not accessible for maintenance.



• *Tract CP-1 Maintenance:* Upon my most recent inspection this area is currently being maintained satisfactorily.



• Watermark Sidewalk Repairs: There is a portion of the sidewalk on Watermark in Pod B missing. I assume this is due to utilities work adjacent to the section. Managements concern is there is no alternative option for foot traffic to navigate around this ie wooden boards to push through the sod as a go around. Recommendation is to have something placed here as a go between.



PONDS/ MITIGATION SITES:

- Ponds
 - 1. Report attached (exhibit A).
 - 2. We are still unclear on the plan for signage for the ponds

MISC. FIELD OPERATION UPDATES

1. **Bio-Tech** November is the next scheduled on site visit with the state.



ENHANCING NATURE

FIELD SERVICE REPORT

Customer Name: Westview	Date: <u>9-17-25</u>
Service Specialist: Felix S.	
ACHATICAAA	ANA CENTENT
AQUATIC MA EMERGENT VEGETATION	MAGEIVIENT
RESOURCE #: Ponds 2-12,20-24,30,33-35,44	
SUBMERGENT VEGETATION	
RESOURCE #:	
FILAMENTOUS ALGAE	
RESOURCE #: Ponds 3,4,6,8,11,12,44	
PLANKTONIC ALGAE	
RESOURCE #: Ponds 3,4,6,8,11,12,44	
FLOATING VEGETATION	
RESOURCE #:	
	EN CERVICE
GROUND CR	EW SERVICE
LITTORAL AREA HERBICIDE TREATMENT	
RESOURCE #:LITTORAL AREA MANUAL REMOVAL	
RESOURCE #: PRESERVE AREA MAINTENANCE	
RESOURCE #:	
DEBRIS CLEANUP	
RESOURCE #: Ponds 2-12,20-24,30,33-35,44	
OTHER (SEE COMMENTS)	
RESOURCE #:	
FOUNTAIN / AERAT	ION MANAGEMENT
DISPLAY CLEANING SERVICE	ION WANAGEWENT
RESOURCE #:	
INTAKE CLEANING SERVICE	
RESOURCE #:	
VOLTAGE / AMPERAGE CHECK	
RESOURCE #:	
CONTROL BOX INSPECTION	
RESOURCE #:	
OTHER (SEE COMMENTS)	
RESOURCE #:	
STORMWATER SYST	EMS / STRUCTURES
OVERFLOW GRATE INSPECTION / CLEANING	
RESOURCE #: Ponds 2-12,20-24,30,33-35,44	
WATER LEVEL CONTROL PIPE INSPECTION / CLEANING	
RESOURCE #:	
OVERFLOW WEIR / SWALE MAINTENANCE	
RESOURCE #·	

COMMENTS: Treated all ponds for grasses and emergents. Treated listed ponds for algae and/or Submersed aquatics.

Picked up trash and accessible debris around ponds. Please allow 7-10 days for results. Focused on remaining algae and

emergents in ponds. Dying Cattails and emergents in pond 44 causing slight algae bloom will retreated with algaecide next visit.

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Hampton Inn & Suites Orlando South Lake Buena Vista 4971 Calypso Cay Way, Kissimmee, Florida 34746

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2025	Regular Meeting	2:00 PM*
November 12, 2025	Regular Meeting	2:00 PM*
December 10, 2025	Regular Meeting	2:00 PM*
January 14, 2026	Regular Meeting	2:00 PM*
February 11, 2026	Regular Meeting	2:00 PM*
March 11, 2026	Regular Meeting	2:00 PM*
April 8, 2026	Regular Meeting	2:00 PM*
May 13, 2026	Regular Meeting	2:00 PM*
June 10, 2026	Regular Meeting	2:00 PM*
July 8, 2026	Regular Meeting	2:00 PM*
August 12, 2026	Regular Meeting	2:00 PM*
September 9, 2026	Regular Meeting	2:00 PM

^{*}Meetings will commence at 2:00 PM, or immediately following the conclusion of Center Lake Ranch West CDD Meetings, scheduled to commence at 1:30 PM