

*Bridgewalk
Community Development District*

Agenda

October 3, 2022

AGENDA

Bridgewalk

Community Development District

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

September 26, 2022

Board of Supervisors
Bridgewalk Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Bridgewalk Community Development District will be held **Monday, October 3, 2022 at 1:30 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896**. Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the September 12, 2022 Board of Supervisors Meeting and Acceptance of Minutes of the September 12, 2022 Audit Committee Meeting
4. Consideration of Resolution 2023-01 Approving Conveyance of Real Property and Improvements (Lift Station)
5. Consideration of Resolution 2022-02 Ratifying Conveyance of Real Property and Improvements (Phase 1A)
6. Consideration of Resolution 2023-03 Amending the Fiscal Year 2022 Budget
7. Discussion of Pending Plat Conveyances
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Request #15
9. Other Business
10. Supervisor's Requests
11. Adjournment

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

Sincerely,

George S. Flint

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
Broc Althafer, District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
BRIDGEWALK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bridgewalk Community Development District was held Monday, September 12, 2022 at 1:30 p.m. at the Oasis Club at ChampionsGate at 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin	Vice Chairman
Brent Kewley	Assistant Secretary
Lane Register	Assistant Secretary
Juan Vasquez <i>by phone</i>	Assistant Secretary (Appointed)

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Broc Althafer <i>by phone</i>	District Engineer
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: We just have Board members and staff here.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation(s) and Appointment of Individual(s) to Fulfill the Board Vacancy(ies)

Mr. Flint: I believe we've got Ashely's resignation. She submitted that just prior to the Board meeting. Is there a motion to accept her resignation?

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Accepting the Resignation of Ashley Baksh, was approved.
--

Mr. Morgan: I'd like to nominate Juan Vasquez, please.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, Appointing Juan Vasquez to Fulfill the Board Vacancy, was approved.

B. Administration of Oath of Office to Newly Appointed Board Member(s)

Mr. Flint: Juan, congratulations on your appointment to the Board. You won't be able to vote until you are sworn in, which we can do at the next meeting or prior to. You are welcome to listen in on the meeting and participate in conversations, but you won't be able to vote until the Oath is administered. If you are not on any other Boards, District Counsel and I can get with you before the next meeting and provide you the information regarding the Public Records Law and the Sunshine Law.

Ms. Trucco: We will reach out to you after the meeting. My firm will provide you with an informational packet as well. As a Board Supervisor, you are considered a locally elected government official and are subject to the Public Records Law, Sunshine Law, and Ethics Law. So, our firm will follow up with you this afternoon with an informational packet and if you have any questions, you can reach out to us at any time.

C. Consideration of Resolution 2022-15 Electing Officers

Mr. Morgan: We will just make Juan an Assistant Secretary and leave the rest of the Board as is.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2022-15 Electing Juan Vasquez as Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the August 1, 2022 Meeting

Mr. Flint: Are there any comments or corrections to the August 1, 2022 meeting minutes?

Mr. Morgan: They look fine, I will make a motion to accept.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Minutes of the August 1, 2022 Meeting, were approved.

FIFTH ORDER OF BUSINESS

Acceptance of Audit Committee Recommendation and Selection of #1

**Ranked Firm to Provide Auditing Services
for the Fiscal Year 2022**

Mr. Flint: The Board met as the Audit Committee just prior to the Board meeting, and you ranked DiBartolomeo, McBee, Hartley, & Barnes #1. They recommended the Board select them as the independent auditor and authorize staff to negotiate an agreement. Is there a motion to accept that recommendation?

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for the Fiscal Year 2022 and Authorizing Staff to Negotiate an Agreement, was approved.

SIXTH ORDER OF BUSINESS

Discussion of Pending Plat Conveyances

Mr. Flint: Any pending plats or conveyances that we need to discuss?

Ms. Trucco: We are working on some final improvement conveyances with the Phase 1A plat that Broc has pointed out to us. That is going to be finalized this week so that we can move forward processing and requisitioning them. They will come back to this Board for ratification in the next couple of meetings. That's water-related improvements under Tract ZZ, which are streets in Phase 1A. The improvements go through the CDD as we are processing the requisition for the construction.

Mr. Althafer: In Phase 2, the plat was just recorded in the last 2 weeks. It's Phase 1B and 2A and 2B that makes up the recently recorded plat.

Ms. Trucco: Can you send me the recording information?

Mr. Althafer: Yes.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Staff reports, anything else Kristen?

Ms. Trucco: I have no updates for the Board.

B. Engineer

Mr. Flint: Broc, anything from the Engineer?

Mr. Althafer: I have nothing to report but I am available for questions.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials through the end of August. No action is required. If there are any questions, we can discuss those.

ii. Ratification of Funding Requests #13 - #14

Mr. Flint: You have ratification of Funding Request #13, which is \$17,342.50, and then ratification of #14, which is \$5,375, and that is to bind insurance for the next Fiscal Year. Any questions on those? If not, is there a motion to ratify?

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Funding Requests #13 - #14, were ratified.

EIGHTH ORDER OF BUSINESS

Other Business

Mr. Flint: Was there any other business or Supervisor's requests? Hearing none,

NINTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Mr. Flint: Is there a motion to adjourn?

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
BRIDGEWALK
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Bridgewalk Community Development District was held Monday, September 12, 2022 at 1:30 p.m. at the Oasis Club at ChampionsGate at 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present for the Audit Committee Meeting were:

Adam Morgan
Rob Bonin
Brent Kewley
Lane Register
George Flint
Kristen Trucco
Broc Althafer *by phone*
Alan Scheerer

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: There are no members of the public here to provide comment.

THIRD ORDER OF BUSINESS

Approval of Minutes of August 1, 2022 Meeting

Mr. Flint: We have the approval of the minutes from the last Audit Committee meeting on August 1, 2022. Are there any comments or corrections on those?

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Minutes of August 1, 2022 Audit Committee Meeting, were approved.

FOURTH ORDER OF BUSINESS

Tally of Audit Committee Member Rankings and Selection of Auditor

Mr. Flint: At the last meeting you all appointed yourself as the Audit Committee, and the Audit Committee met and approved the selection criteria in the form of the RFP that will be issued for independent auditing. We did advertise that in the Orlando Sentinel, and we sent it out to the

four or five firms that provide the majority of these services. As a result, we've received one response from DiBartolomeo, McBee, Hartley, & Barnes. It's unusual that we only received one response, but the fees that have been submitted are very competitive. The company does have experience doing CDD audits. Your options are to recommend that the Board reject and rebid or to go ahead and rank that firm #1 and recommend the Board retain them as your auditor.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Tally of Audit Committee Member Rankings and Selection of Auditor with DiBartolomeo, McBee, Hartley, & Barnes Ranked as #1, was approved.

FIFTH ORDER OF BUSINESS

Adjournment

Mr. Flint: If there is nothing else, is there a motion to adjourn?

Mr. Morgan: I will make a motion to adjourn.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the meeting was adjourned.

SECTION IV

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM STANDARD PACIFIC OF FLORIDA, LLC TO THE DISTRICT AND FROM THE DISTRICT TO TOHOPEKALIGA WATER AUTHORITY; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Bridgewalk Community Development District, this 3rd day of October, 2022.

**BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Warranty Deed between Standard Pacific of Florida, LLC and the Bridgewalk Community Development District;
2. Warranty Deed between the Bridgewalk Community Development District and the Tohopekaliga Water Authority;
3. Bill of Sale Absolute and Agreement between Standard Pacific of Florida, LLC and the Bridgewalk Community Development District;
4. Bill of Sale Absolute and Agreement between the Bridgewalk Community Development District and the Tohopekaliga Water Authority;
5. Agreement Regarding Taxes between Standard Pacific of Florida, LLC and the Bridgewalk Community Development District;
6. Owner's Affidavit of Standard Pacific of Florida, LLC;
7. Owner's Affidavit of the Bridgewalk Community Development District;
8. Certificate of District Engineer;
9. Limited Liability Company Affidavit; and
10. Affidavit of Non-Foreign Status (FIRPTA) of Bridgewalk Community Development District and Standard Pacific of Florida, LLC.

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

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

Parcel ID No.

WARRANTY DEED

THIS WARRANTY DEED made as of this ____ day of _____, 2022 by **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 700 NW 107 Avenue, Miami, Florida 33712, Florida 32801, to **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered in our presence:

“GRANTOR”

STANDARD PACIFIC OF FLORIDA, LLC, a Florida limited liability company

(Signature)

(Print Name)

By: _____

Print: Mark McDonald

Title: Vice President

(Signature)

(Print Name)

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Mark McDonald, as Vice President of **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

Description of the Property

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

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

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

Parcel ID No.

WARRANTY DEED

THIS WARRANTY DEED is made this ____ day of _____, 2022 between the Bridgewalk Community Development District, a Florida community development district, having an address at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "Grantor"), and the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (hereinafter the "Grantee").

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grant, convey, bargain, and sell to the said Grantee, and Grantee's successors and assigns forever, the following described property, situate, lying and being in Osceola County, Florida, to-wit (the "Property"): See attached Exhibit "A" incorporated herein by reference.

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

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

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

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

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

WITNESSES:

**By: BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____

Its: Chairman
Adam Morgan

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 2022, by Adam Morgan as Chairman of the Board of Supervisors of the Bridgewalk Community Development District and who has acknowledged that he has executed the same on behalf of the Bridgewalk Community Development District. He has ☐ produced as identification or ☐ is personally known to me.

Notary Public

Print Name: _____

My Commission expires: _____

My Commission No.: _____

EXHIBIT “A”

(Legal Description)

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT
Bridgewalk Community Development District – Lift Station
(Bridgewalk Phase 1B 2A and 2B Plat)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ____ day of October, 2022, by and between **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 700 NW 107 Avenue, Miami, Florida 33172, and

RECITALS

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

**STANDARD PACIFIC OF FLORIDA,
LLC**, a Florida limited liability company

By: _____

Print: Mark McDonald

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 _____ day of _____, 2022, by Mark McDonald as Vice President of **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

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

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Bridgewalk Community Development District – Lift Station
(Bridgewalk Phase 1B 2A and 2B Plat)

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

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Adam Morgan

Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Adam Morgan, as Chairman of the Board of Supervisors of the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

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

EXHIBIT "A"

LOCATION OF IMPROVEMENTS

The Improvements are located on the following real property tracts:

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

Description of Improvements:

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

BILL OF SALE ABSOLUTE AND AGREEMENT
Bridgewalk Community Development District – Lift Station
(Bridgewalk Phase 1B 2A and 2B Plat)

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of this _____ day
of _____, 2022.

WITNESSES:

**By: BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____

Name: Adam Morgan

Title: Chairman

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before by means of [] physical presence or []
online notarization, this _____ day of _____ 2022, by Adam Morgan as Chairman for the
Bridgewalk Community Development District and who has acknowledged that he has executed the
same on behalf of the Bridgewalk Community Development District. He has produced
_____ as identification or is personally known to me.

Notary Public

Print Name: _____

My Commission expires: _____

My Commission No.: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Tract GG, according to the Bridgewalk Phase 1B 2A and 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

Bill of Sale – Lift Station (Bridgewalk Phase 1B 2A and 2B Plat)
Bridgewalk Community Development District

AGREEMENT REGARDING TAXES

Bridgewalk Community Development District – Lift Station
(Bridgewalk 1B 2A and 2B Plat)

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of October, 2022, by and between **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company, whose address is 700 NW 107 Avenue, Miami, Florida 33172 (the “Developer”), and the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

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

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

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

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

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

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

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

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

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2021 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2022.

4. District shall, within thirty (30) days of receipt, forward to the Developer, at their address set forth above and via U.S. mail, any correspondence, notice or bill from Osceola County Tax Collector relating to the Property for tax year 2022 that the District actually received in its office.

5. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2022, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

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

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Bridgewalk Community Development District – Lift Station
(Bridgewalk 1B 2A and 2B Plat)

WITNESSES:

STANDARD PACIFIC OF FLORIDA, LLC, a
Florida limited liability company

X _____

By: _____

Print: _____

Print: Mark McDonald

Title: Vice President

X _____

Print: _____

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

ATTEST

X _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: Adam Morgan

Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

IMPROVEMENTS

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

OWNER'S AFFIDAVIT

Bridgewalk Community Development District – Lift Station
(Bridgewalk Phase 1B 2A and 2B Plat)

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority, personally appeared Mark McDonald (“Affiant”) as Vice President of Standard Pacific of Florida, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 700 NW 107 Avenue, Miami, Florida 33172 (the “Owner”), who being first duly sworn on oath says:

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

2. That the Property and Improvements, as described in the Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters reflected in the title insurance commitment issued on [REDACTED], 2022] by Fidelity National Title Insurance Company.

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

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

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

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

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or

improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

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

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

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 26-4786185; (v) has a mailing address of 700 NW 107 Avenue, Miami, Florida 33172. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

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

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, **2022**

Signed, sealed and delivered in our presence:

_____	STANDARD PACIFIC OF FLORIDA,
(Signature)	LLC, a Florida limited liability company
_____	By: _____
(Print Name)	Print: Mark McDonald
_____	Title: Vice President
(Signature)	

(Print Name)	

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2022, by Mark McDonald, as Vice President of **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company. He has produced _____ as identification or is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

IMPROVEMENTS

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

OWNER'S AFFIDAVIT

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

1. Bridgewalk Community Development District is the owner of the property described in **Exhibit "A"** attached hereto (collectively, the "Property").
2. Bridgewalk Community Development District is in sole possession of the Property and no other person, corporation or entity has any right or lawful claim to possession or use of the Property.
3. The Property and any furniture, fixtures, equipment and personal property located in the improvements comprising the Property, if any, are free and clear of all liens, mortgages, unrecorded easements, contracts of sale, taxes, assessments, encumbrances, and claims of every kind, nature and description whatsoever except as reflected in the title insurance commitment issued on [REDACTED], 2022] by Fidelity National Title Insurance Company.
4. No judgments have been rendered and no suits are now pending in any court of record that impairs or involves title to the Property; nor have any writs or execution or attachment issued from any court been levied upon the Property in Osceola County, Florida.
5. There have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid; and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving same that remain unpaid; and there are no construction, mechanics', materialmen's, or laborers' liens against the Property.
6. Affiant knows of no unrecorded easements, liens or assessments against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.
7. This Affidavit is given for the purposes of inducing the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, to accept the conveyance of the Property from the Bridgewalk Community Development District.
8. Affiant is not aware of any matters pending against Bridgewalk Community Development District that could give rise to a lien which would attach to the Property between the last title examination and the recording of the Warranty Deed.
9. Bridgewalk Community Development District shall not execute any instrument nor permit the recording of any instrument that would adversely affect title to the Property from and after this date.
10. Bridgewalk Community Development District or Standard Pacific of Florida, LLC shall be responsible for all costs related to the conveyance of the Property to the Tohopekaliga Water Authority.

[Signature page follows.]

**Bridgewalk Community Development
District**

By: _____
Name: Adam Morgan
Title: Chairman

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____
online notarization, this [____] day of [____] 2022, by Adam Morgan, as Chairman
of the Bridgewalk Community Development District. He has produced _____
as identification or is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

CERTIFICATE OF DISTRICT ENGINEER

Bridgewalk Community Development District – Lift Station
(Bridgewalk Phase 1B 2A and 2B Plat)

I, **Broc Althafer, P.E. of Osceola Engineering, Inc.**, a Florida corporation, authorized to transact business in Florida, and licensed to provide professional engineering services to the public in the State of Florida under Florida License No. 72321 and Florida License No. 26265, with offices located at 1003 Florida Avenue, St. Cloud, Florida 34769 (“Osceola Engineering”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Osceola Engineering, currently serve as District Engineer to the Bridgewalk Community Development District (the “District”).

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

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

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

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

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

[Signature page to follow.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Bridgewalk Community Development District – Lift Station
(Bridgewalk Phase 1B 2A and 2B Plat)

DATED: _____, 2022

Witness: _____

Print: _____

Broc Althafer, P.E.

State of Florida License No.: 72321

on behalf of the company,

Osceola Engineering, Inc.

Witness: _____

Print: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022 by **BROC ALTHAFER** of Osceola Engineering, Inc., a Florida corporation, on behalf of said corporation. Said person is ☐ personally known to me or ☐ has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

IMPROVEMENTS

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

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

LIMITED LIABILITY COMPANY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared MARK MCDONALD ("Affiant"), who under oath, warrants, represents, deposes and says as follows:

1. Affiant is the Vice President of Standard Pacific of Florida, LLC, a Florida limited liability company ("Stan-Pac").

2. The facts and matters contained and recited in this Affidavit are based upon the personal knowledge of the Affiant and are true and correct as of the date of execution of this Affidavit.

3. Stan-Pac is a limited liability company organized, existing and in good standing under the laws of the State of Florida.

4. Neither Stan-Pac nor any member or officer of Stan-Pac is or has been a debtor in any bankruptcy proceeding since acquiring the Property (as hereinafter defined) and there are no proceedings pending for or with regard to the dissolution, liquidation or bankruptcy of Stan-Pac.

5. Stan-Pac owns and holds the fee simple title to the property as described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

6. Stan-Pac has authorized the execution of a Warranty Deed with respect to the Property in favor of the Bridgewalk Community Development District, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Deed").

7. Affiant, as the Vice President of Stan-Pac, is authorized to execute and deliver the Deed and all other documents related thereto, on behalf of Stan-Pac. Any person, partnership, corporation or other business entity dealing with Stan-Pac shall be entitled to rely fully on any documents executed in the name of Stan-Pac provided they are signed by the Affiant as the Vice President of Stan-Pac in the name of Stan-Pac.

8. Affiant has read, or heard read to Affiant, and to the best of Affiant's knowledge believes it is true, correct and complete, and that Affiant is familiar with the nature of an oath with the penalty of perjury as provided by law.

9. This Affidavit is given for the purpose of inducing the Bridgewalk Community Development District to accept the conveyance of the Property.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

Dated as if the ____ day of _____, 2022.

By: _____
Print: Mark McDonald
Title: Vice President

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2022, by Mark McDonald, as Vice President of Standard Pacific of Florida, LLC. He has produced _____ as identification or is personally known to me.

Notary Public

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

Property

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

AFFIDAVIT OF NONFOREIGN STATUS

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

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. Affiant is the Vice President of Stan-Pac and as such has the knowledge and authority to make this Affidavit.
2. Stan-Pac is the owner and holder of title to certain real property located in Osceola County, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").
3. The Property is being transferred by Stan-Pac to the District and from the District to the Transferee.
4. Stan-Pac is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations ("Treasury Regulations").
5. Stan-Pac is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.
6. The U.S. Taxpayer Identification Number (Social Security Number) of Stan-Pac is 26-4786185.
7. The post office address of Stan-Pac is 700 NW 107 Avenue, Miami, Florida 33172.
8. Affiant acknowledges on behalf of Stan-Pac that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.
9. Affiant acknowledges on behalf of Stan-Pac that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.
10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

DATED and to be effective as of the ____ day of _____, 2022.

Mark McDonald
Vice President of Standard Pacific of Florida,
LLC

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Mark McDonald, as Vice President of Standard Pacific of Florida, LLC and who has acknowledged that he has executed the same on behalf of the limited liability company, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

EXHIBIT "A"

Legal Description

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

AFFIDAVIT OF NONFOREIGN STATUS

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

STATE OF FLORIDA

COUNTY OF _____

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

1. Affiant is the duly authorized and currently serving as Chairman to the District, and as such has the knowledge and authority to make this Affidavit.
2. The District is the owner and holder of title to certain real property located in Osceola County, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").
3. The Property is being transferred by the District to the Transferee.
4. The District is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations ("Treasury Regulations").
5. The District is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.
6. The U.S. Taxpayer Identification Number (Social Security Number) of the District is 87-2877095.
7. The post office address of the District is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.
8. Affiant acknowledges on behalf of the District that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.
9. Affiant acknowledges on behalf of the District that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.
10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

DATED and to be effective as of the ____ day of _____, 2022.

Adam Morgan, Chairman

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Adam Morgan, as Chairman for the Bridgewalk Community Development District and who has acknowledged that he has executed the same on behalf of the Bridgewalk Community Development District, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature

Print Notary Name: _____

My commission expires: _____

EXHIBIT "A"

Legal Description

Tract GG, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

SECTION V

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE CONVEYANCE OF IMPROVEMENTS IN PHASE 1A FROM STANDARD PACIFIC OF FLORIDA TO THE DISTRICT; RATIFYING ACTIONS OF THE DISTRICT STAFF AND CHAIRMAN TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, Standard Pacific of Florida, a Florida general partnership (hereinafter “Standard Pacific”), has requested the transfer and acceptance of certain infrastructure improvements, as more particularly described in the Bill of Sale Absolute and Agreements, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”), from Standard Pacific to the District; and

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

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

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

2. Ratification of the Acquisition and Transfer of Improvements. The Board hereby ratifies the transfer and acceptance of the improvements described in Exhibit "A," from Standard Pacific to the District, and approves and accepts the documents evidencing such conveyances in Exhibit "A."

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the improvements described in Exhibit "A," and all transactions in connection therewith.

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

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

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

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Bridgewalk Community Development District, this 3rd day of October, 2022.

**BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT “A”

CONVEYANCE DOCUMENTS

1. Bill of Sale Absolute and Agreement from Standard Pacific of Florida
2. Owner’s Affidavit
3. Agreement Regarding Taxes
4. Certificate of District Engineer

BILL OF SALE ABSOLUTE AND AGREEMENT
Bridgewalk Community Development District – Phase 1A

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this 12th day of September, 2022, by and between **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company (f/k/a Standard Pacific of Florida, a Florida general partnership) (hereinafter referred to as “Developer”) whose address is 700 NW 107 Avenue, Miami, Florida 33172, and

RECITALS

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

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

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

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

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

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

agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

Signed, sealed and delivered in our presence:

Linda E. Chambers
(Signature)
LINDA E. CHAMBERS
(Print Name)

Mark McDonald
(Signature)
Mark McDonald
(Print Name)

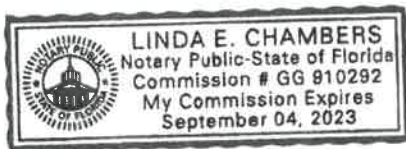
“GRANTOR”

STANDARD PACIFIC OF FLORIDA,
LLC, a Florida limited liability company

By: Mark McDonald
Print: MARK McDONALD
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 12 day of September, 2022, by Mark McDonald, as Vice President of STANDARD PACIFIC OF FLORIDA, LLC, a Florida limited liability company, on behalf of the limited liability company. Said person is ☒ personally known to me or ☐ has produced _____ as identification.



Linda E. Chambers
Notary Public; State of Florida
Print Name: LINDA E. CHAMBERS
My Commission Expires: 9-4-23
My Commission No.: 910292

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Bridgewalk Community Development District – Phase 1A

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

ATTEST:

By: 
Secretary/Asst. Secretary

By: 

Print: Adam Morgan


Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of September, 2022, by Adam Morgan, as Chairman of the Board of Supervisors of the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is ☒ personally known to me or ☐ has produced _____ as identification.



GEORGE S. FUNT
Notary Public
State of Florida
Comm# HH172812
Expires 10/16/2025


Notary Public; State of Florida

Print Name: George S. Funt

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

LIST AND DESCRIPTION OF IMPROVEMENTS

1. Stormwater Improvements, in accordance with South Florida Water Management District Permit No. 49-10374-P
2. Stormwater Collection and Conveyance Improvements
3. Sanitary Sewer Collection and Conveyance Systems, in accordance with Florida Department of Environmental Protection Permit No. 0398339-001-DWC/CM
4. Water Distribution Systems, in accordance with Florida Department of Environmental Protection Permit No. 0354766-013-DS
5. Reclaimed Water Distribution System
6. Master landscape, hardscape and irrigation

The foregoing Improvements are located on the following real property tract:

Tract ZZ, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

OWNER'S AFFIDAVIT

Bridgewalk Community Development District – Phase 1A

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority, personally appeared Mark McDonald (“Affiant”) as Vice President of Standard Pacific of Florida, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 700 NW 107 Avenue, Miami, Florida 33172 (f/k/a Standard Pacific of Florida, a Florida general partnership) (the “Owner”), who being first duly sworn on oath says:

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

2. That the Improvements, as described in the Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the plat of BRIDGEWALK PHASE 1A, as recorded in Plat Book 30, Page 50, of the Official Records of Osceola County, Florida (the “Plat”).

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

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

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

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

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or

improvements against the Improvements, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

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

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

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, as applicable, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 26-4786185; (v) has a mailing address of 700 NW 107 Avenue, Miami, Florida 33172. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

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

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: September 12, **2022**

Signed, sealed and delivered in our presence:

Linda Chambers
(Signature)

LINDA CHAMBERS
(Print Name)

[Signature]
(Signature)

Linda Chambers
(Print Name)

**STANDARD PACIFIC OF FLORIDA,
LLC, a Florida limited liability company**

By: [Signature]

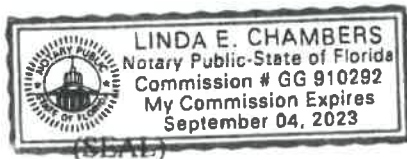
Print: Mark McDonald

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 12 day of September, 2022, by Mark McDonald, as Vice President of **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is ☒ personally known to me or ☐ has produced _____ as identification.



Linda E. Chambers
Notary Public; State of Florida
Print Name: LINDA E. CHAMBERS
Comm. Exp.: 9-4-23; Comm. No.: 910292

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

1. Stormwater Improvements, in accordance with South Florida Water Management District Permit No. 49-10374-P
2. Stormwater Collection and Conveyance Improvements
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5. Reclaimed Water Distribution System
6. Master landscape, hardscape and irrigation

The foregoing Improvements are located on the following real property tract:

Tract ZZ, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

AGREEMENT REGARDING TAXES

Bridgewalk Community Development District – Phase 1A

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this 12th day of September, 2022, by and between **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company, whose address is 700 NW 107 Avenue, Miami, Florida 33172 (f/k/a Standard Pacific of Florida, a Florida general partnership) (the “Developer”), and **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

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

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

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

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

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

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Improvements, or any portion thereof, for tax year 2021 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, related to the Improvements, as applicable, for the tax year 2022.

4. Subsequent to the District's acceptance of the Improvements, and only in the event the Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes related to the Improvements or, in the alternative, shall seek a minimal valuation of the real property upon which the Improvements lie, from the Osceola County Property Appraiser, as applicable..

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

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Bridgewalk Community Development District – Phase 1A

WITNESSES:

X 

Print: LINDA CHAMBERS

X 

Print: 

STANDARD PACIFIC OF FLORIDA, LLC, a
Florida limited liability company

By: 

Print: Mark McDonald

Title: Vice President

BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

ATTEST

X _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: Adam Morgan

Title: Chairman

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Bridgewalk Community Development District – Phase 1A

WITNESSES:

X _____

Print: _____

X _____

Print: _____

STANDARD PACIFIC OF FLORIDA, LLC, a
Florida limited liability company

By: _____

Print: _____

Title: _____

ATTEST

X  _____

Print: George S. Flier
~~Secretary/Asst. Secretary~~

BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

By:  _____

Print: Adam Morgan

Title: Chairman

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The foregoing Improvements are located on the following real property tract:

Tract ZZ, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

CERTIFICATE OF DISTRICT ENGINEER
Bridgewalk Community Development District – Phase 1A

I, **Broc Althafer, P.E. of Osceola Engineering, Inc.**, a Florida corporation, authorized to transact business in Florida, and licensed to provide professional engineering services to the public in the State of Florida under Florida License No. 72321 and Florida License No. 26265, with offices located at 1003 Florida Avenue, St. Cloud, Florida 34769 (“Osceola Engineering”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Osceola Engineering, currently serve as District Engineer to the Bridgewalk Community Development District (the “District”).

2. That the District proposes to accept from **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company (f/k/a Standard Pacific of Florida, a Florida general partnership) (“Developer”), for ownership, operation and maintenance, certain infrastructure improvements and personal property, made in, on, over, under and through land, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”). Any improvements being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

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

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

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

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

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Bridgewalk Community Development District – Phase 1A

DATED: SEPT. 12th, 2022

Witness: Brian Phelan

Print: Brian Phelan

Witness: Katie Neale

Print: Katie Neale

Broc Althafer
Broc Althafer, P.E.

State of Florida License No.: 72321

on behalf of the company,

Osceola Engineering, Inc.

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of September, 2022 by **BROC ALTHAFER** of Osceola Engineering, Inc., a Florida corporation, on behalf of said corporation. Said person is ☒ personally known to me or ☐ has produced a valid driver's license as identification.

Carie R Thompson
Notary Public; State of Florida

(SEAL)

Print Name: CARIE R. THOMPSON

Comm. Exp.: 3/26/2025

Comm. No.: HH094596



Carie R. Thompson
Notary Public
State of Florida
Comm# HH094596
Expires 3/26/2025

EXHIBIT "A"

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Tract ZZ, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

SECTION VI

RESOLUTION 2023-03

**A RESOLUTION AMENDING THE BRIDGEWALK
COMMUNITY DEVELOPMENT DISTRICT GENERAL
FUND BUDGET FOR FISCAL YEAR 2022**

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board”, of the Bridgewalk Community Development District, hereinafter referred to as the “District”, adopted a General Fund Budget for the Fiscal Year 2022, and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2022.

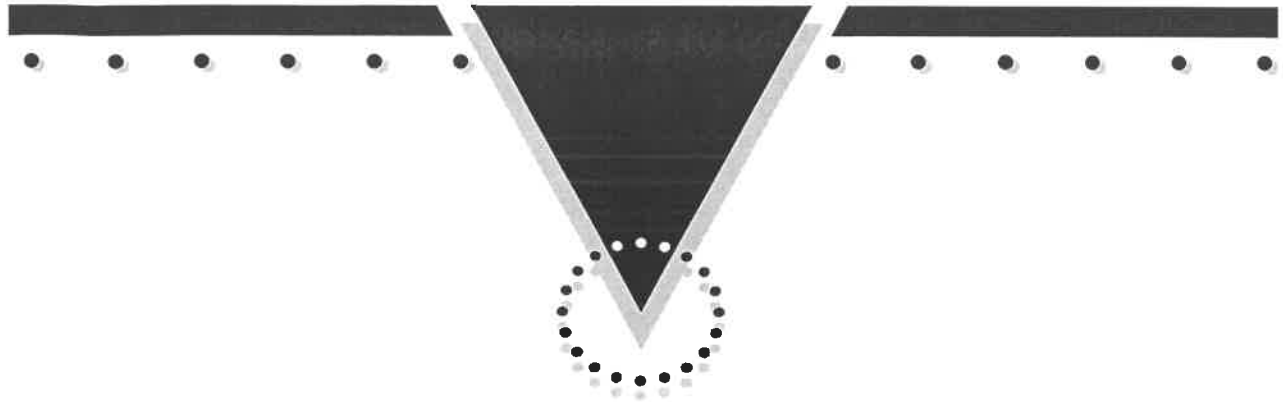
**NOW, THEREFORE BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT THE FOLLOWING;**

1. The General Fund Budget for Fiscal Year 2022 is hereby amended in accordance with Exhibit “A” attached.
2. This resolution shall become effective this 3rd day of October, 2022 and be reflected in the monthly and Fiscal Year End 9/30/2022 Financial Statements and Audit Report of the District.

Adopted this 3rd day of October, 2022.

Chairman/Vice Chairman

Secretary/Assistant Secretary



Bridgewalk

Community Development District

Amended Budget
FY 2022



Table of Contents

1 General Fund

2-4 General Fund Narrative

Bridgewalk

Community Development District

**Fiscal Year 2022
General Fund**

	Adopted Budget FY2022	Increase/ (Decrease)	Amended Budget FY2022	Actual Thru 8/31/22
<u>Revenues</u>				
Developer Contributions	\$106,918	\$57,292	\$164,210	\$121,685
Total Revenues	\$106,918	\$57,292	\$164,210	\$121,685
<u>Expenditures</u>				
<u>Administrative</u>				
Supervisor Fees	\$12,000	\$0	\$12,000	\$7,600
FICA Expense	\$918	\$0	\$918	\$581
Engineering	\$12,000	\$0	\$12,000	\$2,500
Attorney	\$25,000	\$0	\$25,000	\$12,345
Dissemination	\$0	\$2,042	\$2,042	\$1,750
Arbitrage	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0
Assessment Administration	\$0	\$0	\$0	\$0
Management Fees	\$35,000	\$0	\$35,000	\$32,083
Information Technology	\$1,050	\$0	\$1,050	\$963
Website Creation	\$1,750	\$0	\$1,750	\$1,750
Website Maintenance	\$600	\$0	\$600	\$350
Telephone	\$300	\$0	\$300	\$0
Postage	\$1,000	\$0	\$1,000	\$79
Printing & Binding	\$1,000	\$0	\$1,000	\$323
Insurance	\$5,000	\$0	\$5,000	\$5,000
Legal Advertising	\$10,000	\$2,500	\$12,500	\$12,364
Other Current Charges	\$500	\$2,000	\$2,500	\$2,500
Office Supplies	\$625	\$0	\$625	\$56
Dues, Licenses & Subscriptions	\$175	\$0	\$175	\$175
Total Administrative	\$106,918	\$6,542	\$113,460	\$80,420
<u>Operations & Maintenance</u>				
Electric	\$0	\$750	\$750	\$478
Water & Sewer	\$0	\$5,000	\$5,000	\$3,519
Landscape Maintenance	\$0	\$45,000	\$45,000	\$38,348
Total Operations & Maintenance	\$0	\$50,750	\$50,750	\$42,345
Total Expenditures	\$106,918	\$57,292	\$164,210	\$122,764
Excess Revenues/(Expenditures)	\$0	\$0	\$0	(\$1,079)

Bridgewalk
Community Development District
GENERAL FUND BUDGET

REVENUES:

Developer Contributions

The District will enter into a funding agreement with the developer to fund the general fund expenditures for the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. Amount is based on 5 supervisors attending 12 meetings during the fiscal year.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. The District has contracted with Governmental Management Services-Central Florida, LLC for this service on the Series 2022 Special Assessment Bonds, Assessment Area One Project.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on any bonds the District may issue.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Bridgewalk
Community Development District
GENERAL FUND BUDGET

Trustee Fees

The District will pay annual trustee fees for any bonds it may issue.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Creation

Represents cost to create the initial District website and ensure District meets ADA compliance guidelines.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Bridgewalk
Community Development District
GENERAL FUND BUDGET

Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Electric

Represents cost of electric services for items such as entrance lights, irrigation, etc. District currently has one account with Orlando Utilities Commission.

Water & Sewer

Represents estimated costs for reclaimed water for areas maintained by the District.

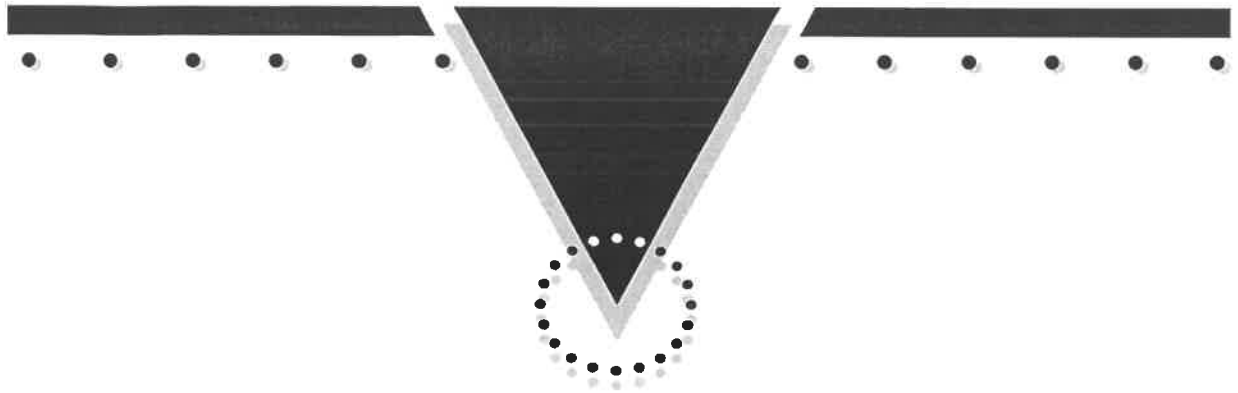
Landscape Maintenance

The District will maintain the landscaping within the common areas of the District. These services include mowing, edging weed-eating, shrub pruning, tree pruning, etc. are provided by United Land Services. Phase 1A landscaping was initiated during current fiscal year.

SECTION VIII

SECTION C

SECTION 1



Bridgewalk
Community Development District

Unaudited Financial Reporting

August 31, 2022



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Bridgewalk
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
August 31, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals 2022
<u>ASSETS:</u>				
CASH	\$2,931	---	---	\$2,931
DUE FROM DEVELOPER	\$17,343	---	---	\$17,343
<u>INVESTMENTS</u>				
SERIES 2022				
RESERVE	---	\$123,450	---	\$123,450
REVENUE	---	\$11	---	\$11
INTEREST	---	\$0	---	\$0
CONSTRUCTION	---	---	\$4,070,331	\$4,070,331
TOTAL ASSETS	\$20,273	\$123,461	\$4,070,331	\$4,214,065
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$15,615	---	---	\$15,615
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$4,658	---	---	\$4,658
RESTRICTED FOR DEBT SERVICE	---	\$123,461	---	\$123,461
RESTRICTED FOR CAPITAL PROJECTS	---	---	\$4,070,331	\$4,070,331
TOTAL LIABILITIES & FUND EQUITY	\$20,273	\$123,461	\$4,070,331	\$4,214,065

BRIDGEWALK

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 8/31/22	ACTUAL THRU 8/31/22	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$106,918	\$98,008	\$121,685	\$23,677
TOTAL REVENUES	\$106,918	\$98,008	\$121,685	\$23,677
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$11,000	\$7,600	\$3,400
FICA EXPENSE	\$918	\$842	\$581	\$260
ENGINEERING	\$12,000	\$11,000	\$2,500	\$8,500
ATTORNEY	\$25,000	\$22,917	\$12,345	\$10,572
DISSEMINATION	\$0	\$0	\$1,750	(\$1,750)
ANNUAL AUDIT	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$35,000	\$32,083	\$32,083	(\$0)
INFORMATION TECHNOLOGY	\$1,050	\$963	\$963	\$0
WEBSITE CREATION	\$1,750	\$1,750	\$1,750	\$0
WEBSITE MAINTENANCE	\$600	\$550	\$350	\$200
TELEPHONE	\$300	\$275	\$0	\$275
POSTAGE	\$1,000	\$917	\$79	\$838
INSURANCE	\$5,000	\$5,000	\$5,000	\$0
PRINTING & BINDING	\$1,000	\$917	\$323	\$593
LEGAL ADVERTISING	\$10,000	\$9,167	\$12,364	(\$3,197)
OTHER CURRENT CHARGES	\$500	\$458	\$2,500	(\$2,042)
OFFICE SUPPLIES	\$625	\$573	\$56	\$517
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<u>FIELD:</u>				
ELECTRIC	\$0	\$0	\$478	(\$478)
WATER & SEWER	\$0	\$0	\$3,519	(\$3,519)
LANDSCAPE MAINTENANCE	\$0	\$0	\$38,348	(\$38,348)
TOTAL EXPENDITURES	\$106,918	\$98,585	\$122,764	(\$24,179)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$1,079)	
FUND BALANCE - Beginning	\$0		\$5,736	
FUND BALANCE - Ending	\$0		\$4,658	

BRIDGEWALK

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2022

Statement of Revenues & Expenditures

For The Period Ending August 31, 2022

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 8/31/22	ACTUAL THRU 8/31/22	VARIANCE
BOND PROCEEDS	\$171,926	\$171,926	\$171,926	\$0
SPECIAL ASSESSMENTS	\$77,219	\$0	\$0	\$0
INTEREST	\$0	\$0	\$181	\$181
TOTAL REVENUES	\$249,145	\$171,926	\$172,107	\$181

EXPENDITURES:

INTEREST EXPENSE - 06/15	\$48,476	\$48,476	\$48,476	\$0
TOTAL EXPENDITURES	\$48,476	\$48,476	\$48,476	\$0

OTHER SOURCES/(USES):

TRANSFER IN/(OUT)	\$0	\$0	(\$170)	\$170
TOTAL SOURCES/(USES)	\$0	\$0	(\$170)	\$170
EXCESS REVENUES (EXPENDITURES)	\$200,669		\$123,461	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$123,461	

BRIDGEWALK

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Series 2022

Statement of Revenues & Expenditures

For The Period Ending August 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 8/31/22	ACTUAL THRU 8/31/22	VARIANCE
REVENUES:				
BOND PROCEEDS	\$0	\$0	\$4,268,074	\$4,268,074
PREMIUM	\$0	\$0	\$95,410	\$95,410
INTEREST	\$0	\$0	\$5,602	\$5,602
TOTAL REVENUES	\$0	\$0	\$4,369,086	\$4,369,086
EXPENDITURES:				
ADMINISTRATIVE:				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COST ISSUANCE	\$0	\$0	\$298,925	(\$298,925)
TOTAL EXPENDITURES	\$0	\$0	\$298,925	(\$298,925)
OTHER SOURCES/(USES):				
TRANSFER IN/(OUT)	\$0	\$0	\$170	(\$170)
TOTAL SOURCES/(USES)	\$0	\$0	\$170	(\$170)
EXCESS REVENUES (EXPENDITURES)	\$0		\$4,070,331	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$4,070,331	

BRIDGEWALK Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$10,918	\$10,286	\$4,336	\$8,898	\$4,884	\$11,180	\$4,818	\$4,490	\$34,627	\$10,166	\$17,343	\$0	\$121,685
TOTAL REVENUES	\$10,918	\$10,286	\$4,336	\$8,898	\$4,884	\$11,180	\$4,818	\$4,490	\$34,627	\$10,166	\$17,343	\$0	\$121,685
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$1,600	\$0	\$0	\$1,600	\$800	\$1,600	\$800	\$0	\$0	\$1,200	\$0	\$7,600
FICA EXPENSE	\$0	\$122	\$0	\$0	\$122	\$61	\$122	\$61	\$0	\$0	\$92	\$0	\$581
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$2,500
ATTORNEY	\$2,136	\$896	\$764	\$2,996	\$1,177	\$338	\$1,361	\$1,114	\$0	\$689	\$864	\$0	\$12,345
DISSEMINATION	\$0	\$0	\$0	\$0	\$0	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$1,750
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$32,083
INFORMATION TECHNOLOGY	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$0	\$863
WEBSITE CREATION	\$0	\$0	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750
WEBSITE MAINTENANCE	\$0	\$0	\$0	\$0	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$0	\$350
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$11	\$0	\$4	\$30	\$3	\$7	\$3	\$20	\$1	\$0	\$79
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
PRINTING & BINDING	\$0	\$95	\$15	\$59	\$0	\$54	\$30	\$0	\$26	\$1	\$44	\$0	\$323
LEGAL ADVERTISING	\$4,333	\$3,862	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,168	\$0	\$0	\$12,364
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
OFFICE SUPPLIES	\$0	\$0	\$54	\$0	\$0	\$1	\$0	\$0	\$0	\$1	\$0	\$0	\$56
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD:													
ELECTRIC	\$0	\$0	\$0	\$0	\$240	\$0	\$0	\$0	\$182	\$23	\$33	\$0	\$478
WATER & SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,642	\$865	\$1,012	\$0	\$3,519
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$5,478	\$5,478	\$5,478	\$5,478	\$5,478	\$5,478	\$5,478	\$0	\$38,348
TOTAL EXPENDITURES	\$14,649	\$9,580	\$3,848	\$7,809	\$11,676	\$12,608	\$14,440	\$10,807	\$10,677	\$14,600	\$12,070	\$0	\$122,764
EXCESS REVENUES (EXPENDITURES)	(\$1,730)	\$706	\$488	\$1,089	(\$6,993)	(\$1,428)	(\$9,622)	(\$6,377)	\$23,951	(\$4,434)	\$5,272	\$0	(\$1,079)

BRIDGEWALK
Community Development District
Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (21)	General Fund Portion (22)	General Fund Portion (23)	Due from Capital	Over and (short) Balance Due
FY21 - 1	9/15/21	11/23/21	\$ 12,750.00	\$ 12,750.00	\$ 6,000.00	\$ 6,750.00	\$ -	\$ -	\$ -
1	10/25/21	11/23/21	\$ 6,969.17	\$ 6,969.17	\$ 2,801.00	\$ 4,168.17	\$ -	\$ -	\$ -
2	11/23/21	2/11/22	\$ 6,224.12	\$ 6,224.12	\$ -	\$ 6,224.12	\$ -	\$ -	\$ -
3	11/28/21	2/11/22	\$ 4,062.08	\$ 4,062.08	\$ -	\$ 4,062.08	\$ -	\$ -	\$ -
4	12/10/21	2/11/22	\$ 4,336.01	\$ 4,336.01	\$ -	\$ 4,336.01	\$ -	\$ -	\$ -
5	1/17/22	2/11/22	\$ 8,897.74	\$ 8,897.74	\$ -	\$ 8,897.74	\$ -	\$ -	\$ -
6	2/14/22	3/5/22	\$ 4,683.62	\$ 4,683.62	\$ -	\$ 4,683.62	\$ -	\$ -	\$ -
7	3/14/22	4/1/22	\$ 7,502.99	\$ 7,502.99	\$ -	\$ 7,502.99	\$ -	\$ -	\$ -
8	3/25/22	4/8/22	\$ 3,677.00	\$ 3,677.00	\$ -	\$ 3,677.00	\$ -	\$ -	\$ -
9	4/15/22	4/25/22	\$ 4,818.35	\$ 4,818.35	\$ -	\$ 4,818.35	\$ -	\$ -	\$ -
10	5/17/22	5/31/22	\$ 4,429.63	\$ 4,429.63	\$ -	\$ 4,429.63	\$ -	\$ -	\$ -
11	6/13/22	6/28/22	\$ 34,627.35	\$ 34,627.35	\$ -	\$ 34,627.35	\$ -	\$ -	\$ -
12	7/18/22	8/1/22	\$ 10,165.89	\$ 10,165.89	\$ -	\$ 10,165.89	\$ -	\$ -	\$ -
13	8/24/22	9/7/22	\$ 17,342.50	\$ 17,342.50	\$ -	\$ 17,342.50	\$ -	\$ -	\$ -
14	8/26/22	9/7/22	\$ 5,375.00	\$ 5,375.00	\$ -	\$ -	\$ 5,375.00	\$ -	\$ -
15	9/14/22		\$ 16,584.24	\$ 16,584.24	\$ -	\$ 11,584.24	\$ 5,000.00	\$ -	\$ 16,584.24
Due from Developer			\$ 135,861.45	\$ 152,445.69	\$ 8,801.00	\$ 133,269.69	\$ 10,375.00	\$ -	\$ 16,584.24
Total Developer Contributions FY22				\$ 133,269.69					

BRIDGEWALK

COMMUNITY DEVELOPMENT DISTRICT

LONG TERM DEBT REPORT

SERIES 2022,S PECIAL ASSESSMENT BONDS	
ASSESSMENT AREA ONE PROJECT	
INTEREST RATE:	2.500%, 3.000%, 3.250%, 4.000%
MATURITY DATE:	12/15/2052
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$123,450
RESERVE FUND BALANCE	\$123,450
BONDS OUTSTANDING - 2/22/22	\$4,440,000
CURRENT BONDS O U TSTANDING	\$4,440,000

**BRIDGEWALK
COMMUNITY DEVELOPMENT DISTRICT**

DIRECT BILLED ASSESSMENTS - FY2022

LENNAR HOMES, LLC

\$77,218.75

\$77,218.75

DATE RECEIVED	DUE DATE	CH ECK NO.	NET ASSESSED	AMOUNT RECE IV ED	SERIES 2022
9/13/22	10/1/22	1877036	\$ 77,218.75	\$ 77,218.75	\$ 77,218.75
			\$ 77,218.75	\$ 77,218.75	\$ 77,218.75

**Bridgewalk
Community Development District**

**Special Assessment Bonds, Series 2022
(Assessment Area One Project)**

Date	Requisition #	Contractor	Description	Requisitions
Fiscal Year 2022				
TOTAL				\$ -
Fiscal Year 2021				
3/1/22		Interest		\$ 4.67
3/2/22		Transfer from Reserve		\$ 0.14
4/1/22		Interest		\$ 20.66
4/4/22		Transfer from Reserve		\$ 0.63
5/2/22		Interest		\$ 20.00
5/3/22		Transfer from Reserve		\$ 0.61
6/1/22		Interest		\$ 549.73
6/2/22		Transfer from Reserve		\$ 16.70
7/1/22		Interest		\$ 1,714.26
7/5/22		Transfer from Reserve		\$ 52.06
8/1/22		Interest		\$ 3,292.25
8/2/22		Transfer from Reserve		\$ 99.94
TOTAL				\$ 5,771.65
Acquisition/Construction Fund at 2/22/22				\$ 4,064,559.03
Interest Earned thru 8/31/22				\$ 5,771.65
Requisitions Paid thru 8/31/22				\$ -
Remaining Acquisition/Construction Fund				\$ 4,070,330.68

SECTION 2

Bridgewalk

Community Development District

FY22 Funding Request #15
September 14, 2022

Payee	General Fund FY2022	General Fund FY2023
1 Governmental Management Services-CF, LLC		
Invoice #15 - Management Fees - September 2022	\$ 3,365.94	
Invoice #16 - FY23 Assessment Roll Certification		\$ 5,000.00
2 Latham, Luna, Eden & Beaudine, LLP		
Invoice # 105749 - General Counsel - August 2022	\$ 863.62	
3 Orlando Utilities Commissions		
Invoice #02130-28116 - 56791 Cyrils Drive - August 2022	\$ 33.38	
4 Toho Water Authority		
Invoice #002702083-033330659 - 2900 Addison Boulevard Odd - August 2022	\$ 711.82	
Invoice #002702083-033330709 - 3100 Addison Boulevard Even - August 2022	\$ 269.98	
5 United Land Services (Florida ULS Operating LLC)		
Invoice #ULS-35771 - Landscape Maintenance - September 2022	\$ 5,478.30	
6 Supervisor Fees		
September 1, 2022		
Patrick Bonin Jr.	\$ 215.30	
Brent Kewley	\$ 215.30	
Adam Morgan	\$ 215.30	
Lane Register	\$ 215.30	
	\$ 11,584.24	\$ 5,000.00
Total:		\$ 16,584.24

Please make check payable to:

Bridgewalk Community Development District
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 15
Invoice Date: 9/1/22
Due Date: 9/1/22
Case:
P.O. Number:

Bill To:
Bridgewalk CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - September 2022		2,916.67	2,916.67
Website Administration - September 2022		50.00	50.00
Information Technology - September 2022		87.50	87.50
Dissemination Agent Services - September 2022		291.67	291.67
Office Supplies		0.15	0.15
Postage		2.85	2.85
Copies		17.10	17.10
Total			\$3,365.94
Payments/Credits			\$0.00
Balance Due			\$3,365.94

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 16
Invoice Date: 9/15/22
Due Date: 9/15/22
Case:
P.O. Number:

Bill To:
Bridgewalk CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2023		5,000.00	5,000.00
		Total	\$5,000.00
		Payments/Credits	\$0.00
		Balance Due	\$5,000.00



LATHAM, LUNA,
EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32801

September 9, 2022

Invoice #: 105749
Federal ID #:59-3366512

BRIDGEWALK CDD

c/o Governmental Management Services- CFL, Inc. 219 East
Livingston Street
Orlando, FL 32801

Matter ID: 3371-001

General

For Professional Services Rendered:

8/1/2022	JAC	Emails and work on requisition issues	0.20	\$77.00
8/1/2022	KET	Email correspondence to the Developer and the District Engineer regarding the procedure for conveyances of real property and improvements that are or will be subject to requisitions. Review of agenda in preparation of Board of Supervisors' meeting and attended Board of Supervisors' meeting. Email correspondence to the District Engineer and Developer regarding infrastructure improvements covered under Requisition No. 1.	1.20	\$330.00
8/3/2022	KET	Telephone call with the District Engineer regarding improvements related to Requisition No. 1.	0.20	\$55.00
8/3/2022	jms	Emails regarding FY 2022-2023 Board of Supervisor meeting dates and calendared	0.10	\$11.50
8/5/2022	KET	Review and analysis of Requisition No. 1 materials provided by the District Engineer and sent follow-up email to the District Engineer regarding same.	0.60	\$165.00
8/8/2022	KET	Review of documents from the District Engineer regarding pending requisition. Email correspondence with the District Engineer regarding same.	0.30	\$82.50
8/10/2022	KET	Email correspondence with the District Engineer regarding revised chart of improvements for Requisition No. 1.	0.30	\$82.50
8/30/2022	KET	Email correspondence to the District Engineer regarding his materials for Requisition No. 1.	0.20	\$55.00
Total Professional Services:			3.10	\$858.50

For Disbursements Incurred:

8/5/2022	Payment Disbursement to Kristen Trucco for travel to and from Board Meeting on August 1, 2022	\$5.12
Total Disbursements Incurred:		\$5.12

Total	\$863.62
Previous Balance	\$699.00
Total Due	\$1,562.62



The Reliable One®

SERVICE ADDRESS: 66791 CYRILS DR

BILL DATE
08/24/22

ACCOUNT NUMBER
0213028116

PAGE 1 OF 2

PIN#: 6641928436

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT

BILL SUMMARY

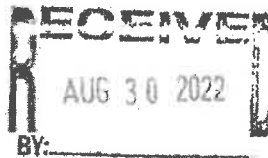
OPENING BALANCE	PAYMENTS	BALANCE FORWARD	CURRENT CHARGES	TOTAL AMOUNT DUE
\$22.72	\$22.72	\$0.00	\$33.38	\$33.38

DUE DATE
09/13/22

CURRENT CHARGES

OUC Electric Service	\$28.17
Meter #: 5XD31431 - Service Charge	\$ 18.20
Commercial Non-Demand Electric Rate (07/26/22 - 08/24/22)	
83 kWh @ \$0.07435 (Non-Fuel)	6.17
83 kWh @ \$0.04578 (Fuel)	3.80
(\$3.27 of your Fuel Cost is exempt from Municipal Tax)	
Osceola County Charges	\$2.05
Municipal Taxes	\$ 2.05
State of Florida Charges	\$3.16
Gross Receipts Tax	\$ 0.72
Florida Sales Tax	2.01
Discretionary Sales Surtax	0.43

#10
320-538-43



CUSTOMER SERVICE

Online
www.ouc.com
Telephone
407-423-9018
Payments
PO Box 31329
Tampa FL 33631-3329

MESSAGE CENTER

ELECTRIC PRICING WORKSHOP

OUC Commissioners will consider adoption of electric price changes at the Commission meeting September 13, 2022 at 2 p.m.

More at
OUC.com/Commission

▲ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ▲



MAKE CHECKS PAYABLE TO
Orlando Utilities Commission
PO Box 31329
Tampa, FL 33631-3329

ACCOUNT NUMBER
0213028116

DUE DATE
09/13/22

PLEASE PAY
THIS AMOUNT

TOTAL AMOUNT DUE
\$33.38

Pay by the due date to avoid a 1.5% late charge or minimum \$5 charge.

AUTOSCH 5-DIGIT 34769 C 2 P 2 380 1 AV 0.452

Seq=880



BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT
1408 HAMLIN AVE UNIT E
SAINT CLOUD FL 34771-8588

02130281161000000333870913228016



The Reliable One®

SERVICE ADDRESS: 56791 CYRILS DR

BILL DATE

08/24/22

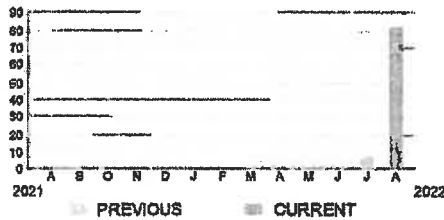
ACCOUNT NUMBER

0213028116

PAGE 2 OF 2

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT

Electric Usage in kWh



Meter Data

METER #: 5XD31431
 CURRENT: 91 on 08/24/22
 PREVIOUS: 8 on 07/26/22
 TOTAL USAGE: 83 kWh
 DAYS OF SERVICE: 29

AVERAGE DAILY USAGE	THIS PERIOD
	2.86 kWh

HELPFUL PHONE NUMBERS

The Business Center
 Commercial Walk-In Service
 100 W. Anderson St.
 Orlando, FL 32801
commercialsvcs@ouc.com

Development Services
 Developer Inquiries for New Projects
 407-236-9851
developmentsservices@ouc.com

City of St. Cloud
 Solid Waste: 407-957-7289

St. Cloud Utilities
 407-957-7344

USEFUL INFORMATION

Service Charge: A fixed monthly charge to cover basic costs of providing billing, metering and meter reading services.

kWh: A unit of measure for energy consumption equal to 1,000 watt hours.

Other Agencies' Charges: Your OUC statement may contain certain fees and taxes charged by state and local government agencies. Please contact these agencies for information about their charges. The Gross Receipts Tax applies to electric charges only.

WAYS TO PAY

	Online	AutoPay	Pay By Phone	Pay by Mail	Payment Locations
Payment Type Accepted	Checking Account; Credit or Debit Card	Automatic withdrawal	Checking Account; Credit or Debit Card	Check or Money Order; Never mail cash	Check, Cash or Money Order
Cost	FREE for eCheck; Convenience Fee* Using Credit/Debit	FREE	FREE for eCheck; Convenience Fee* Using Credit/Debit	Postage	Convenience Fee*
Source (How To)	Register using www.ouc.com	Register using www.ouc.com	407-423-9018	Payments with bill stubs: OUC, PO Box 31328, Tampa, FL 33631-3329	More than 400 locations, including participating Amco, CVS, ACE Cash Express, Walmart, Publix and more. For a complete list, visit www.ouc.com

*All Convenience Fees are collected by third-party vendors. OUC receives no portion of these convenience fees. Please visit www.ouc.com/pay-my-bill for more information about fees.

WAYS TO CONTACT US

	Business Customer Service	Reporting an Electric Problem or Utility Theft	Reporting a Streetlight Problem
Phone	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445
Availability	Monday - Friday 7 a.m. - 6 p.m.	24/7	24/7
Online	commercialsvcs@ouc.com	Register at www.ouc.com to report a problem	streetlightservice@ouc.com

General Correspondence: Mail to Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or call 407-423-9100. Never mail payments or cash to this address.



Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

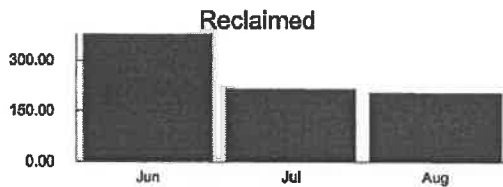
BRIDGEWALK CDD

Service Address:
2900 ADDISON BOULEVARD ODD

Account Number: 002702083-033330659
Past Due Amount: \$0.00
Current Charges: \$711.82
Total Amount Due: \$711.82

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21008658	31	07/29/2022	1620	08/29/2022	1826	206

Previous Balance	\$764.35
Payment(s) Received	\$-764.35
Balance Forward	\$0.00
Current Transaction(s)	
Reclaimed Base Charge	\$19.24
Reclaimed Usage	\$692.58
Current Transaction Total	\$711.82
 Total Amount Due	 \$711.82



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Tampa, Florida 33630-3527
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Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/27/22	Late Charge after 09/27/22	
002702083-033330659	\$0.00	\$711.82	\$35.59	\$711.82

Please Remit to

Toho Water Authority
P. O. Box 30527
Tampa, Florida 33630-3527



BRIDGEWALK CDD
1408 HAMLIN AVE UNIT E
SAINT CLOUD, FL 34771-8588

0027020830333306590000711829





Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

BRIDGEWALK CDD

Service Address:
3100 ADDISON BOULEVARD EVEN

Account Number: 002702083-03333070
Past Due Amount: \$0.0
Current Charges: \$269.9
Total Amount Due: \$269.9

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
21007961	31	07/22/2022	68	08/22/2022	170	102

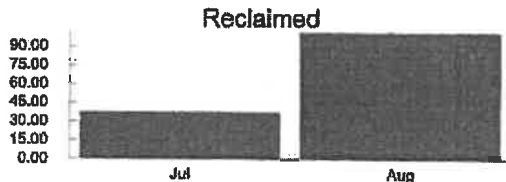
Previous Balance \$100.80
Payment(s) Received \$-100.80
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$19.24
Reclaimed Usage \$250.74
Current Transaction Total \$269.98

Total Amount Due \$269.98

#11
320-578-472

RECEIVED
SEP 03 2022
BY: _____



Please return this portion with your payment - Do not send cash through the mail



Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

Bringing you life's most precious resource

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/20/22	Late Charge after 09/20/22	
002702083-033330709	\$0.00	\$269.98	\$13.50	\$269.98

Please Remit to

Toho Water Authority
P. O. Box 30527
Tampa, Florida 33630-3527



BRIDGEWALK CDD
1408 HAMLIN AVE UNIT E
SAINT CLOUD, FL 34771-8588

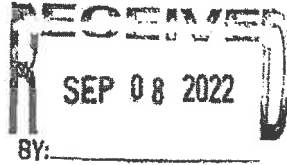
0027020830333307090000269984



Florida ULS Operating LLC

6386 Beth Road
Orlando, FL 32824
(321) 281-8861

ar.ori@unitedlandservices.com

**INVOICE****BILL TO**

Bridgewalk CDD
1408 Hamlin Avenue
Unit E
St. Cloud, FL 34771

SHIP TO

Bridgewalk Maintenance
#40003
6675 Westwood
Boulevard
5th Floor
Orlando, FL 32821

INVOICE # ULS-35771**DATE 09/08/2022****DUE DATE 10/08/2022****TERMS Net 30**

#8nd
Mthly Landscape Mnt Sep22
320-578462

DESCRIPTION	QTY	RATE	AMOUNT
September 2022 Monthly Maintenance - 10% Discount.	1	5,478.30	5,478.30

September 2022 Monthly Maintenance

SUBTOTAL	5,478.30
TAX	0.00
TOTAL	5,478.30
BALANCE DUE	\$5,478.30

Q
Indoor