Bridgewalk Community Development District

Agenda

March 18, 2024

Agenda

Bridgewalk Community Development District

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

March 11, 2023

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, March 18, 2024 at 10:00 a.m., or as shortly thereafter as reasonably possible, 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 February 19, 2024 Meeting
- 4. Consideration of Resolution 2024-05 Authorizing a Petition to be Filed to Expand the District Boundaries
- 5. Consideration of Requisitions
 - A. Series 2022 Requisition #7
 - B. Series 2023 Requisition #2
- 6. Consideration of Resolution 2024-06 Approving the Conveyance of Real Property and Improvements to the District
- 7. Staff Reports
 - A. Attorney
 - i. Discussion of Pending Plat Conveyances
 - ii. Status of Permit Transfers
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager's Report
- 8. Other Business
- 9. Supervisor's Requests
- 10. 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,

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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, February 19, 2024 at 10:00 a.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

Also present were:

Jeremy LeBrun
Kristen Trucco
Broc Althafer by phone
Alan Scheerer

FIRST ORDER OF BUSINESS

Mr. LeBrun called the meeting to order and called the roll. We have all three Board members here and we have a quorum.

SECOND ORDER OF BUSINESS

Mr. LeBrun: There are no members of the public here other than Board and staff.

THIRD ORDER OF BUSINESS

2023 Meeting Mr. LeBrun: The next item is approval of the minutes from the December 18, 2023 Board of Supervisors meeting.

Mr. Morgan: They all look good. Make a motion to accept.

On MOTION by Mr. Morgan, seconded by Mr. Bonin with all in favor, the Minutes of the December 18, 2023 of the Board of Supervisors Meeting, were approved, as presented.

Roll Call

District Manager District Counsel **District Engineer** Field Manager

Public Comment Period

Approval of Minutes of the December 18,

FOURTH ORDER OF BUSINESS

Consideration of Series 2022 Requisitions #5 - #6 and Series 2023 Requisition #1

Mr. LeBrun: These start on page 13 of the electronic agenda.

Mr. Morgan: Make a motion to approve all.

On MOTION by Mr. Morgan, seconded by Mr. Bonin, with all in favor, the Series 2022 Requisitions #5 - #6 and Series 2023 Requisition #1, was approved.

FIFTH ORDER OF BUSINESS Staff Reports

A. Attorney

i. Discussion of Pending Plat Conveyance

ii. Status of Permit Transfers

Ms. Trucco: We have been working on finalizing a cost allocation agreement between Standard Pacific of Florida and Tohopekaliga Water Authority and the District so that is up for approval by Toho's Board on February 21st. I do not see an issue with that being approved. I will keep you updated on that. The other thing that is coming back up is the Sirel's Drive easement request. Part of that same pond by Osceola County so we are also seeking Toho's approval of that concept to make sure that everybody is aware of what is being drained and dewatered into the pond. We have already granted authority to proceed with that. I am going to run the easements past the District Engineer to make sure he has no objection. I will also send him to Lennar to make sure there is no objection to the final forms. We did get indemnification language that was previously requested by the Board into those easements so those are about to the finish line too. Will keep you updated on them.

B. Engineer

Mr. Althafer: I don't have anything to report today but available for any questions.

C. District Manager's Report

i. Approval of Check Register

Mr. LeBrun: On page 28 of the electronic agenda is the approval of the check register. In the General Fund you have checks 117-132 totaling \$551,984.94. You have your payroll fund, State Statue allowed Board of Supervisors payments for their work on the Board, checks 567-569 totaling \$554.10. The grand total for the check register is \$552,539.04. Behind that is the line-by-line register.

Mr. Morgan: All looks good.

On MOTION by Mr. Morgan, seconded by Mr. Bonin, with all in favor, the Check Register totaling \$552,539.4 was approved.

ii. Balance Sheet and Income Statement

Mr. LeBrun: You have the unaudited financials through January 31, 2024. No action required on the Boards part and just there for your review.

D. Field Manager's Report

Mr. Scheerer: The tree replacement program is completed throughout the community. Recently we replaced about five palm trees that were diseased and dying so we did that. We had four pine trees in the median so we removed and replaced those. We are keeping an eye on the progress especially around the dog park and some of the pocket parks. We will be talking to you soon about 2025.

Mr. Bonin: Any issues with the pump station?

Mr. Scheerer: Not that I am aware of.

Mr. Bonin: It has not been cutting off or low pressure?

Mr. Scheerer: I am not getting any reports. We do get the occasional line break and stuff like that and everything has to be shut down.

Mr. Bonin: Definitely reach out to me if you hear anything related to that pump because we have not officially turned it over to Toho yet. I think they are kind of quasi managing it but we haven't gone to the Board with the Cost Share Agreement with Scott Glass. Do we know what is going on with that?

Ms. Trucco: It is going to be approved on February 21st.

Mr. Morgan: I was under the impression that Toho was already operating it.

Mr. Bonin: They kind of technically are.

Mr. Scheerer: They did that with a mainline break, there was some back and forth about a mainline break out there or somebody's meter was leaking.

Mr. Bonin: February 21st Board date for cost share.

Ms. Trucco: That is correct.

Mr. Scheerer: We are keeping an eye on the parks. The park you are building looks good. I am glad you guys saved that house over there where the amenity is going.

Mr. Bonin: As far as meters, reuse meters, are we in good shape there? The crossover one is behind us.

Mr. Scheerer: The last set of condo buildings at the end of Addison have been resolved a while back ago. It is taken care of. Carly had mentioned something that you guys had to install another connection for the meter at the dog park, I am not sure.

Mr. Bonin: There was something about access to the park to the East and some gate. There is some county park.

Mr. Morgan: That is Split Oak.

Mr. Bonin: In our PD there was some kind of edict about connectivity.

Mr. Morgan: We have a sidewalk that dead ends into their fence. Is there a gate there?

Mr. Scheerer: I don't recall if there is a gate yet.

Mr. Bonin: Let's talk about this on Wednesday. There was a condition in our PD that said we had to prove connectivity to that park. I can't remember if there was like continual sidewalk access because that is their little trail. I didn't know if we had to extend it or if they extend it up to us.

Mr. Scheerer: I am pretty sure the sidewalk terminates right there and there is a park bench there too.

Mr. Bonin: It ends there and there is a gap? I can't remember the details of us trying to connect but there was a requirement in our PD to connect the split.

Mr. Scheerer: I am not sure I ever saw a gate there.

Mr. Bonin: I can't remember if we are supposed to have one or should have one. I think Carly reached out to the county parks and they said you don't need a gate.

Mr. Scheerer: I don't know if there is a gate or if you were to stick a telephone pole in there. You don't want people riding cars back in there.

Mr. Bonin: I think we should be putting a fence up there with some kind of gate to get access.

Mr. Scheerer: We can chat about it Wednesday cause you guys will have to install a gate. I just don't recall seeing a gate.

Mr. Bonin: There is definitely not one.

Mr. Morgan: It is the barbed wire fence still.

Mr. Bonin: Now that we are connecting the trails, do we need to keep this maintained where residents can go through there.

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Mr. Scheerer: I really don't have anything else for the Board. We did all of the pine trees, palm trees, just keeping the water up and keeping everything running.

Mr. Bonin: I just want to make sure now that we are past having that little, small pump that we get the full-blown pump and should not be having any water issues.

Mr. Scheerer: We get normal breaks, spray heads or something gets ran over but that is not an issue. You guys are doing all of your curb work stuff out there too.

SIXTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

SEVENTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Mr. LeBrun: Is there a motion to adjourn?

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

Adjournment

SECTION IV

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE **BRIDGEWALK** COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A PETITION BE FILED WITH THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY PURSUANT TO SECTION 190.046, FLORIDA STATUTES, TO EXPAND THE **BOUNDARIES OF THE BRIDGEWALK COMMUNITY DEVELOPMENT** DISTRICT; REQUESTING THAT THE BOARD OF COUNTY **COMMISSIONERS OF OSCEOLA COUNTY ADOPT AN ORDINANCE** AMENDING THE DISTRICT BOUNDARIES OF THE BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT; DIRECTING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO FILE THE PETITION AND DO ALL THINGS NECESSARY TO EXPAND THE BOUNDARIES **OF THE BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT;** PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN **EFFECTIVE DATE**.

RECITALS:

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"), and was created by Ordinance Number 2021-64 of the County Commission of Osceola County, Florida (the "County"), adopted on September 20th, 2021 and effective on September 23rd, 2021;

WHEREAS, the District is located wholly within the boundaries of Osceola County, Florida;

WHEREAS, the sole developer within the District is Lennar Homes, LLC, a Florida limited liability company ("Lennar"), and the majority landholder within the District is Standard Pacific of Florida, LLC, a Florida limited liability company, and its affiliated entities ("SPF" and together with "Lennar" are collectively hereinafter referred to herein as the "Developer");

WHEREAS, that certain real property, containing 83.47 acres of land, as generally described and depicted in <u>Exhibit "A"</u> attached hereto (the "Expansion Property"), is situated adjacent to the existing District boundaries;

WHEREAS, SPF has requested, via written communication to the District, that the Expansion Property be included within the boundaries of the District;

WHEREAS, subject to the conditions contained herein, the District's Board of Supervisors finds it to be in the best interest of the District that its boundaries be expanded pursuant to Section 190.046, *Florida Statutes* (the "Statute") in order to include the Expansion Property;

WHEREAS, the District desires to authorize and direct the District Manager and District Counsel, *inter alia*, to prepare the necessary Petition to expand the boundaries of the District (the "Petition") to the County in order to comply with the applicable provisions of Chapter 190, *Florida Statutes*, for the effective expansion of the boundaries of the District as contemplated herein; and

WHEREAS, the District's Board of Supervisors desires that the County adopt a nonemergency ordinance to provide for the expansion of the boundaries of the District in accordance with the Statute and as contemplated herein.

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

SECTION 1. INCORPORATION OF RECITALS. All of the representations, findings, and determinations contained within the above Recitals of this Resolution are recognized as true and accurate, and are expressly incorporated into this Resolution.

SECTION 2. AUTHORIZATION FOR PETITION. Subject to the District's receipt of a written acknowledgement or letter agreement from SPF and/or Lennar committing SPF and/or Lennar to pay for any and all reasonable fees and costs incurred by the District in association with the boundary expansion contemplated herein (regardless of whether it is successful), the District hereby authorizes the Petition be filed with the County pursuant to Section 190.046, *Florida Statutes*, to expand the boundaries of the District to include the Expansion Property.

SECTION 3. REQUEST FOR ACTION. The District hereby requests, and such request shall be repeated in the Petition, that the County adopt a non-emergency ordinance in accordance with Chapter 190, *Florida Statutes*, providing for the expansion of the boundaries of the District to include the Expansion Property.

SECTION 4. DIRECTION TO DISTRICT STAFF. The District Manager, District Counsel, District Engineer, and any other District staff deemed necessary, are hereby authorized and directed by the Board to: (i) prepare and file the Petition in a timely manner; (ii) work with all necessary parties to transmit this Resolution to the County along with the Petition to expand the boundaries of the District as contemplated herein; and (iii) take all appropriate actions and make all necessary filings to effectuate the expansion of the boundaries of the District consistent with the terms of this Resolution and applicable law.

SECTION 5. RATIFICATION OF PAST ACTIONS. The District hereby ratifies all past actions taken by the District Manager, District Counsel, District Engineer and any other District staff as reasonable or necessary to the preparation of this Resolution, the Petition, or any other associated documentation, including, but not limited to exhibits, memoranda, letters, emails and other communications.

SECTION 6. SEVERABILITY. Should any court of competent jurisdiction find or hold any one or more provisions of this Resolution to be invalid or unenforceable, then such

provision or provisions, as the case may be, shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this 18th day of March, 2024.

BOARD OF SUPERVISORS OF THE BRIDGEWALK COMMUNITY **DEVELOPMENT DISTRICT**

ATTEST:

By:

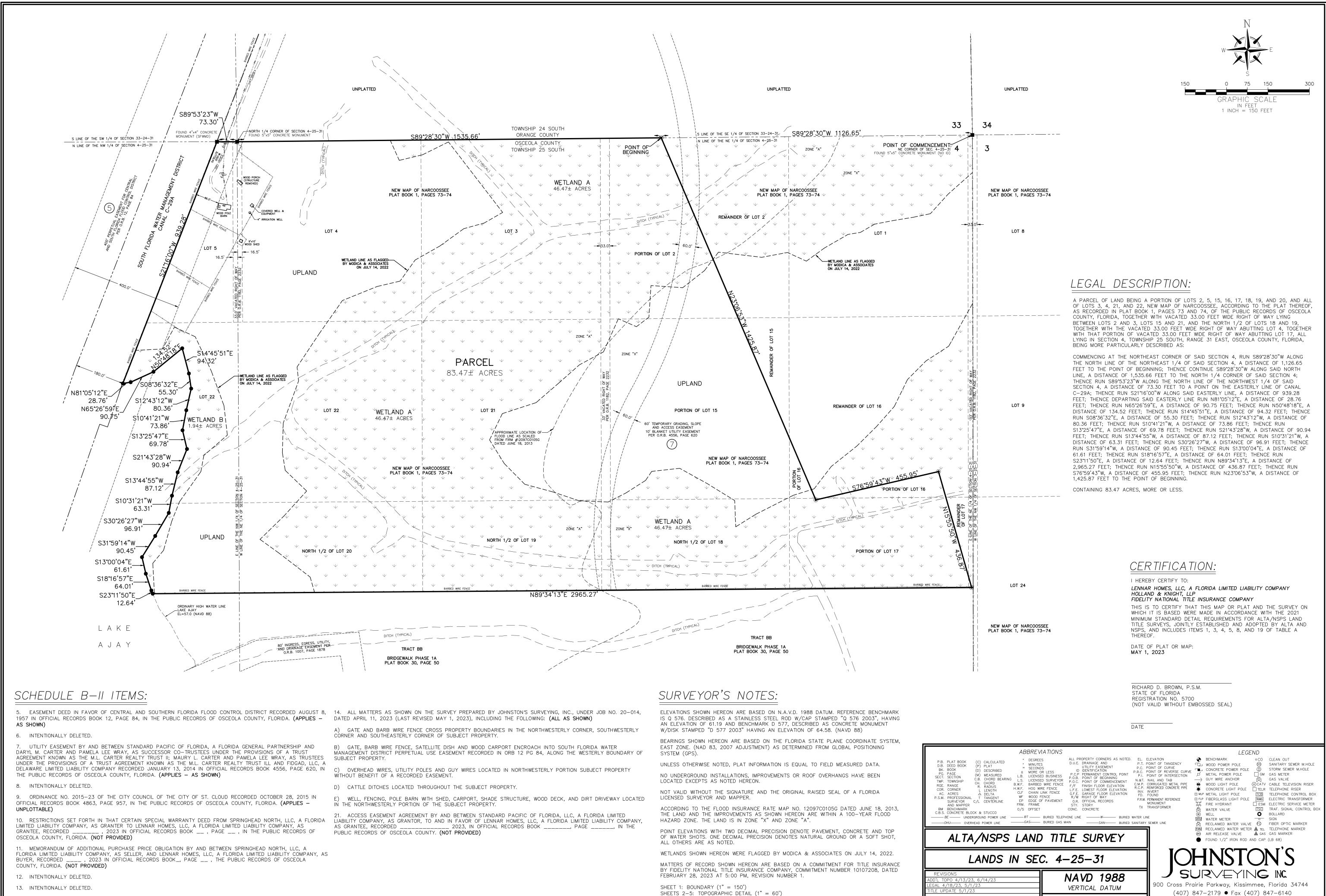
Chairman/Vice-Chairman

X ______ Secretary/Asst. Secretary

EXHIBIT "A"

EXPANSION PROPERTY

[Please see attached.]

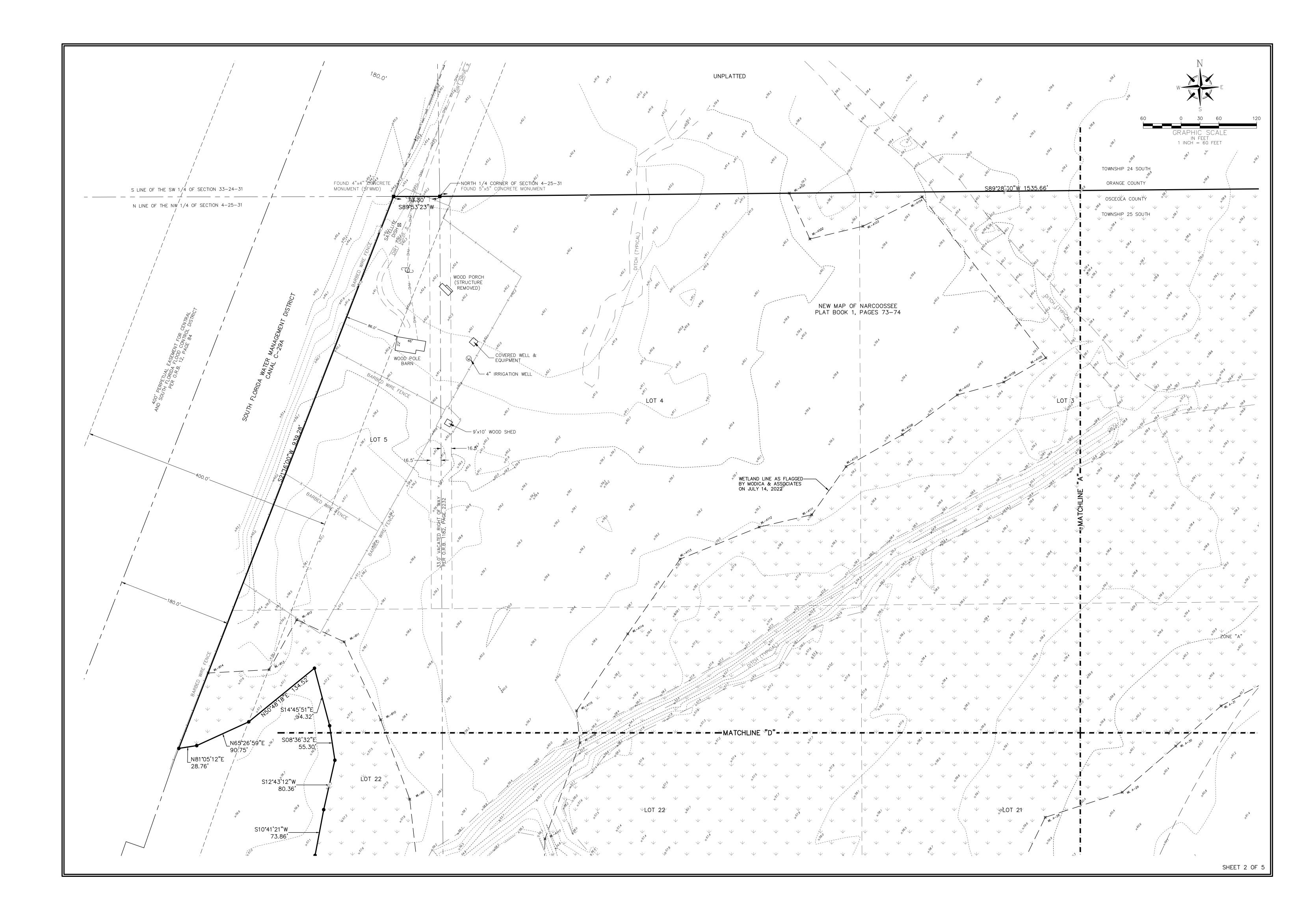


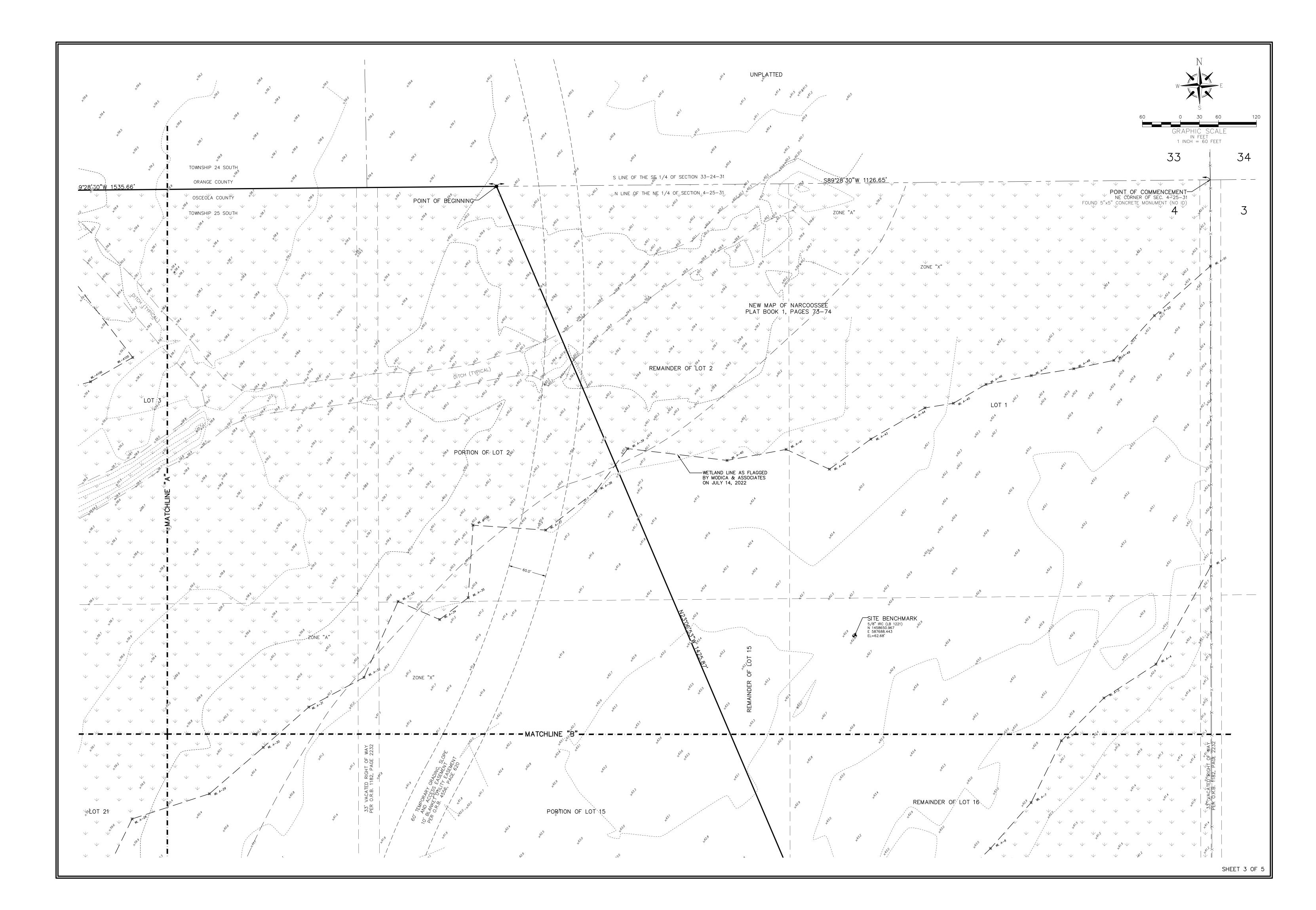
SECT. 4 TWP. 25 S. RGE. 31 E.

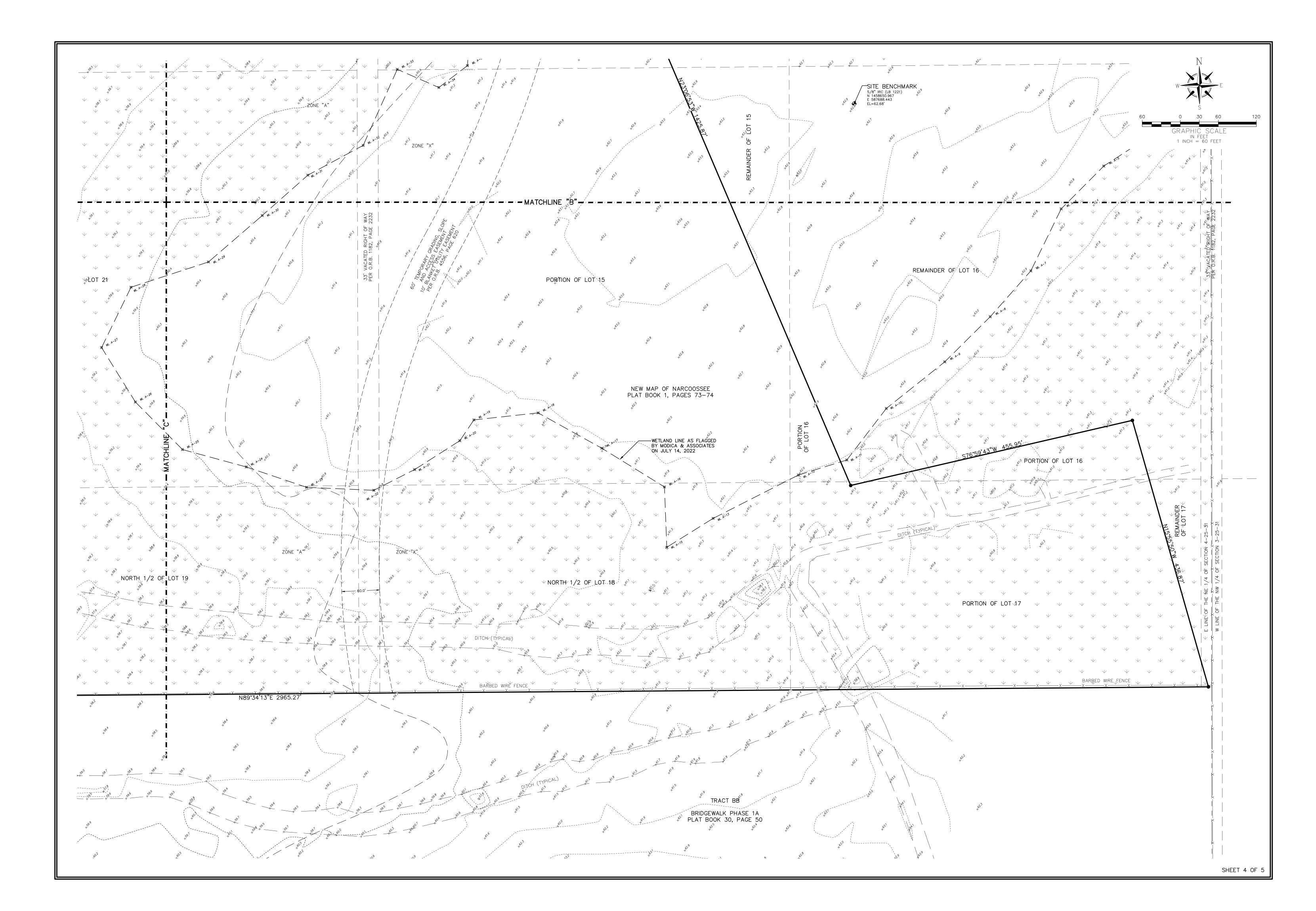
ATE OF SURVEY 6/25/22 JOB #20-014 SCALE VARIES DRAWN BY: CRS CHECKED BY:

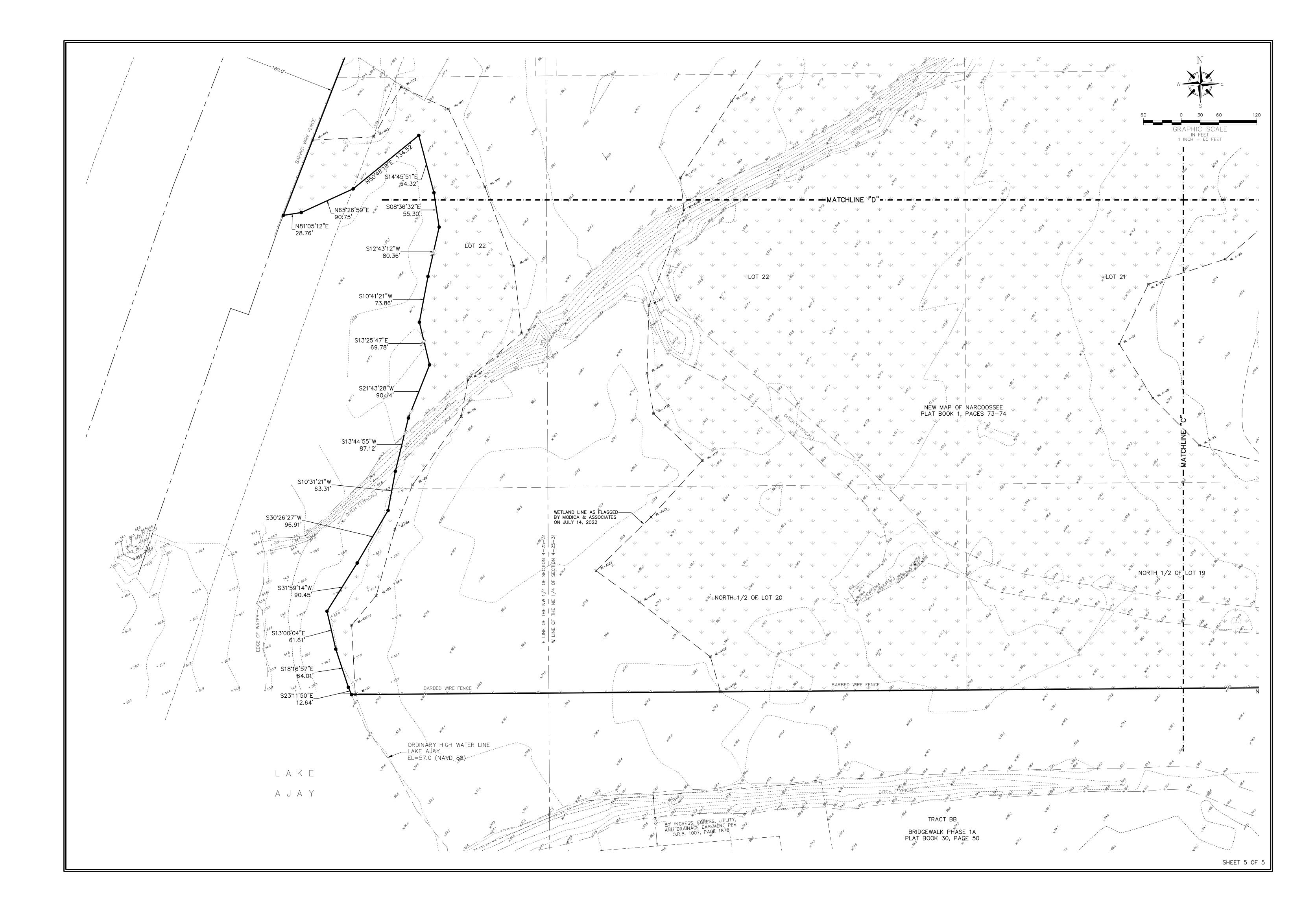
SHEET 1 OF 5

SHEETS 2-5: TOPOGRAPHIC DETAIL (1" = 60')









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SECTION A

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (ASSESSMENT AREA ONE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Bridgewalk Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 7
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee:

Lennar Homes LLC

- (D) Amount Payable: \$23,079.42 (or account balance not to exceed \$24,290.42)
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Unfunded portion of infrastructure costs for Assessment Area 1.

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and
- 4. each disbursement represents a cost of Assessment Area One Project which has not previously been paid.

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

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

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

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT

By:

Responsible Officer

Date:

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

3/8/2024

	Assessment Area 1 (2022 Series)									
			Phase 1A							
	Total Contract	CDD Costs	Costs identified in Engineer's	Phase 1A corrected CDD	Requisition No.7					
Bridgewalk CDD Cost Summary	Total contract		Report	Costs	(2022)					
Storm Water Management Facilities	\$3,487,969.62	\$2,572,157.54	\$ 2,546,174.64	\$ 2,190,675.46						
Potable Water Distribution Facilities	\$ 660,176.80	\$ 434,251.80	\$ 368,791.35	\$ 331,681.40						
Sanitary Sewer Collection & Conveyance Facilities	\$1,315,209.90	\$1,185,971.90	\$ 1,723,471.26	\$ 1,075,790.40						
Reclaimed Water Distribution Faciliites	\$ 339,296.10	\$ 256,000.10	\$ 1,709,347.98	\$ 192,128.50						
Roadway & Alleyway Infrastructure	\$2,606,882.82	\$2,434,914.11	\$ 2,201,359.09	\$ 2,015,176.71	\$ 24,290.42					
Landscape, Irrigation & Hardscape	\$ 470,402.65	\$ 470,402.65	\$ 553,571.43	\$ 470,402.65						
Underground Electrical System	\$ 404,362.24	\$ 327,509.68	\$ 372,000.00	\$ 257,832.18						
Professional and Inspection Fees	\$ 542,352.00	\$ 293,229.00	\$ 529,939.23	\$219,921.75						
TOTAL	\$9,826,652.13	\$7,974,436.78	\$ 10,004,654.98	\$ 6,753,609.05	\$ 24,290.42					

Payment Attachment -

8268280

Assured Excavating Inc PGER OLHACH

INVOICE NUMBER	DATE	REMARK	GROSS D	EDUCTIONS AMOUNT PAID
OLH-223051/51820267-000	01/23	3 Retainage	13,104.00	13,104.00
OLH-235355/51820267-000	03/10	1 Retainage	1,850.76	1,850.76
OLH-235357/51820267-000	03/10	2 Retainage	12,848.02	12,848.02
OLH-235358/51820267-000	03/10	3 Retainage	58,188,73	58,188.73
OLH-239385/51820704-000	03/31	2 Retainage	5.961.90	5,961.90
OLH-235903/51820704-000	03/31	3 Retainage	2,485.00	2,485.00
OLH-237527/51820267-000	03/25	1 Retainage	15,837.65	15.837.65
OLH-237528/51820267-000	03/30	2 Retainage	1,827.40	1,827.40
OLH-237530/51820267-000	03/30	3 Retainage	1,132.90	1.132.90
OLH-237531/51820267-000	03/30	4 Retainage	4,104.00	4,104.00
OLH-240770/51820267-000	04/05	1 Retainage	19,156.79	19,156.79
OLH-240771/51820267-000	04/05	2 Retainage	3,978.65	3,978.65
OLH-240772/51820267-000	04/05	2 Retainage 3 Retainage	5,476.67	5,476.67
OLH-240773/51820704-000	04/05	1 Retainage	15.141.65	15,141.65
OLH-240774/51820704-000	04/05	2 Retainage	4.130.35	4,130.35
OLH-240775/51820704-000	04/05	3 Retainage	54.20	4,130.33
OLH-249143/51820704-000	04/05	1 Retainage	2.958.92	2,958.92
	05/12	2 Retainage	2,936.92 12,555.95	12,555.95
OLH-249144/51820267-000	05/12		9.026.05	9.026.05
OLH-249145/51820267-000		3 Retainage		
OLH-249146/51820267-000	05/12	4 Retainage	7,992.00	7,992.00
OLH-249151/51820704-000	05/12	1 Retainage	60,074.05	60,074.05
OLH-249152/51820704-000	05/12	2 Retainage 2 Retainage	700.00	700.00
OLH-254835/51820267-000	06/07		12,680.25	12,680.25
OLH-254840/51820267-000	06/07	3 Retainage	15,041.70	15,041.70
OLH-254841/51820267-000	06/07	4 Retainage	3,711.96	3,711.96
OLH-254842/51820704-000	06/07	1 Retainage	30,985.82	30,985.82
OLH-254843/51820704-000	06/07	2 Retainage	3,222.55	3,222.55
OLH-254844/51820704-000	06/07	3 Retainage	247.50	247.50
OLH-259333/51820704-000	06/28	1 Retainage	12,634.75	12,634.75
OLH-259334/51820704-000	06/28	2 Retainage	3,601.60	3,601.60
OLH-259335/51820704-000	06/28	3 Retainage	126.50	126.50
OLH-259337/51820267-000	06/28	2 Retainage	1,230.97	1,230.97
OLH-259338/51820267-000	06/28	3 Retainage	6,110.26	6,110.26
OLH-259339/51820267-000	06/28	4 Retainage	2.16	2.16
OLH-259336/51820267-000	06/28	1 Retainage	16,088.53	16,088.53
OLH-270802/51820704-000	08/16	1 Retainage	41,049.63	41,049.63
OLH-270805/51820704-000	08/16	2 Retainage	623.30	623.30
OLH-270807/51820704-000	08/16	3 Retainage	540.00	540.00
OLH-270810/51820267-000	08/16	1 Retainage	5,403.36	5,403.36
OLH-270812/51820267-000	08/16	2 Retainage	6,428.31	6,428.31
OLH-270813/51820267-000	08/16	3 Retainage	2,813.78	2,813.78
OLH-279826/51820267-000	09/24	1 Retainage	5,217.81	5,217.81
OLH-279829/51820704-000	09/24	1 Retainage	41,509.11	41,509.11
OLH-285467/51820267-000	10/18	1 Retainage	1,055,45	1.055.45
OLH-285469/51820267-001	10/18	1 Retainage	2,620.00	2,620.00
OLH-285472/51820704-000	10/18	1 Retainage	8,626.15	8,626.15
OLH-295243/51820267-000	11/30	3 Retainage	395.60	395.60
OLH-297321/51820704-001	01/04	1 Retainage	1.677.20-	1.677.20-
OLH-300044/51820704-000	01/04	1 Retainage	9,581.93	9,581.93
		0-	488,457.42	
			400,437.42	488,457.42
1				

EXHIBIT "F" FINAL RELEASE OF CLAIMS

KNOWN ALL MEN BY THESE PRESENTS:

For value received, and in order to induce payment, the undersigned hereby releases all liens, claims, indebtedness, and rights to claim against any person, bond, and/or property for all labor, services and materials furnished by or under the undersigned for the benefit of the property described as:

Bridgewalk Asphalt/Reclaim (51820704)

The undersigned further swears, affirms, and represents that it has been paid in full, and that payment in full for all labor, materials, and services used in improvements of said property have been made, except for the following: (list any unpaid persons and amounts unpaid - if blank, then none) N/A

The undersigned further agrees that it will not perform any further work on the project, through itself or through persons working under the undersigned, save and except corrective and warranty work for which payment has been made, and will indemnify Lennar Homes LLC and/or Lennar Land Partners for any sums claimed to be due or owing on this project by the undersigned, or any persons working under the undersigned. The undersigned will cause to be released or bonded any liens filed hereafter, including any lien filed by the undersigned, and will indemnify Lennar Homes, LLC, and Lennar Land Partners from any such liens.

The undersigned makes this sworn statement based on personal knowledge, and with the understanding that Lennar Homes LLC, and Lennar Land Partners are relying on this representation in order to make final payment for this project.

Signed, sealed, and delivered this 3 day of February , 20 22.

Assured Excavating Inc Company Name Signature

Brett Evans Print Name

President Title

STATE OF <u>_____</u>) COUNTY OF <u>Orange</u>)

Sworn Brett	to Eva	and	subscribed before me this <u>3</u> day of <u>February</u> , 2022 by , as <u>President</u> of <u>Assured Excavating Inc</u> , on	
behalf		the	company, who is personally known to me or who produced as identification, and did take an oath	
			Notary Signature Notary Signature Sara E Evans	-
			State 21, 2024 So Printed Name	
			Notary Signature Notary Signature Sara E Evans Printed Name Athomson Printed Name	

TPADOCS 18692366 2

EXHIBIT "G" CONTRACTOR'S FINAL AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Orange)

) SS:

Before me, the undersigned authority, personally appeared <u>Brett Evans</u>, who, after first being duly sworn, deposes and says of his or her personal knowledge the following:

- 1. He is the <u>president</u> of <u>Assured Excavating Inc</u> which does business in the State of Florida ("Contractor").
- Contractor, pursuant to a contract dated <u>November 24</u>, 20, with <u>Lennar Homes LLC</u> ("Owner"), has furnished or caused to be furnished, labor, materials, and services for the construction of certain improvements as more particularly set forth in said contract.
- This affidavit is executed by the Contractor in accordance with Section 713.06(3) (d) of the Florida Statutes for the purpose of obtaining final payment from the Owner in the amount of <u>241,295.99</u>.
- 4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

NAME OF LIENOR	AMOUNT DUE
N/A	

Signed, sealed, and delivered this 3 day of February , 20_22.

Assured Excavating Inc Company Name	
Company Name	
Matt Com	
Signature	
Brett Evans Print Name	
Title	
STATE OF <u></u>) COUNTY OF <u>_Orange</u>)	
Sworn to and subscribed before me this 3 day of February2022 by	
Brett Evans , as President of Assured Excavating Inc , on	
behalf of the company, who is personally known to me or who produced	
as identification, and did take an oath	
	/
TPADOCS 18692369 2	
TPADOCS 18692369 2	

APPLICATION	A I	ND CERTIFICA	TE FOR	PAYN	IENT	AIA DOCUME	NT 702		
TO: OWNE	R	Lennar Homes LLC 6750 Forum Drive Orlando Florida 32	Suite 310			<i>PROJECT</i> PROJECT #	Bridgewalk Asphalt / Reclaim 51820704	APPLICATION NO: APPLICATION DATE: PERIOD TO:	13 12/25/2021 12/25/2021
FROM:		Assured Excavatin		E	Drew Vagnini D63412CCC6EC42C		VIA ENGINEER:		
CONTRACT FOR	۶.								
		APPLICATION	FOR PA	YME	NT		Application is made for payment, as Contract. Continuation Sheet, AIA		
CHANGE ORDE	R SI	IMMARY	l			1			
Change Orders A			ADDITI	ONS	DEDUCTIONS	1	1. ORIGINAL CONTRACT SUM		\$ 2,429,731.92
Previous months			(16,7	72.00)			2. Net Change by Change Orders		-16,772.0
	199 5 (198	TOTAL	(16,7	72.00)	-		3. CONTRACT SUM TO DATE		\$ 2,412,959.92
Approved this mo	onth					-	 TOTAL COMPLETED AND STC RETAINAGE: 	RED TO DATE	\$ 2,412,959.92
			\$	-	s -		0		
			\$	-	s -		10% of Completed & Stored Work	\$ -	
т	OTA	ALS	\$		\$ - \$-	-	TOTAL RETAINAGE	DocuSigned by:	\$-
		HANGE ORDERS	1 4	-\$	16,772.00	1		Mart MiDa	inald
						_	6. TOTAL EARNED LESS RETAIN		2,412,959.9
information, and belie completed in complia paid by the Contracto	ef, the nce v or for t	or certifies that to the be work covered by this Ap with the Contract Docum the Work for which previ ived from the Owner, an	oplication for I ents, that all a ous Certificat	Paymen amounts es for Pa	knowledge, t has been have been 7C8754	gned by: 59997340E SARA E. SARA E.	 7. LESS PREVIOUS CERTIFICAT PAYMENT 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, PLUS RI 		\$ 2,171,663.9 \$ 241,295.9 \$ -
						MMISS/0	ANSIII		
CONTRACTOR:		0				JULY21	State of Florida	County of Seminole	December 25, 2021
By: Mu	A	den	Date:		December 25, 208	#HH 011486	Notary Public My Commission Expires	ava 2.41	and
ENGINEER'S	CE	RTIFICATE FO	R PAYM	ENT		A ain looman	AMOUNT CERTIFIED		\$ 241.295.9
In accordance w	ith th	ne Contract Docume	ents, based	i on the	e on-site observations	in the	AMOUNT CERTIFIED	ied differs from the amoun	t applied for)
and the data con	npris	ing the above appli	cation, the	Engine	e on-site observations eer certifies to the Own belief, the work has	er MILLING OF	IN ENGINEER:		
to the boot of the		ginioon o nino nino ago,					TYL		
progressed as in	dica	ted, the quality of th	ne work is i	n acco	rdance with the Contra		Bur (17)	Dat	. 01/19/2022
Documents, and	the	Contractor is entitle	ed to payme	ent of t	he AMOUNT CERTIFE	D.	By:	Dat	
		This cadificate is not a	egotiable Th		INT CERTIFIED is payable (only to the Contracto	or named herein. Issuance, payment and acce	ptance of	

payment is without prejudice to any rights of the Owner or Contractor under this Contract.

DocuSign Envelope ID: BC46E89E-007F-46A8-8548-D852BF9E0D16 Bridgewalk

APPLICATION FOR PAYMENT NO. EXHIBIT "C"

		CONTRACT A	MOUNT	PREVIOUSLY	COMPLETED	COMPLETE	D THIS INVOICE	COMPL	ETED TO DATE	RETENTION	NET DUE	REMAINING OF	
No.	Description	Amount	Cost Code		Amount		Amount		Amount				Amount
	tion For Payment Summary												
									0 046 476 74			4141 - 1987	0.00
	Asphalt	\$ 2,015,176.71	3279		\$ 2,015,176.71	\$			\$ 2,015,176.71 \$ 242,586.50				0.00
	Reclaim	\$ 242,586.50	3735		\$ 242,586.50	S			\$ 171,968.71				0.00
	Off Tract	\$ 171,968.71	3750		\$ 171,968.71	\$			\$ (16,772.00)				0.00
	Change Order #1	\$ (16,772.00)	3279		\$ (16,772.00)				0 (10,112.00)				
TOTAL		\$ 2,412,959.92			2,412,959.92		0.00		2,412,959.92	0.00	0.00		0.00
_	OR: 8268280 CONTRACT # 51820704	Field Approval	Checked By	Office Approval	Entered By	Deduction of 10	0% Retention		\$ -				
	ed Excavating, Inc		1			Total Due To-D	ate		\$ 2,412,959.92				
	ATE: 12-25-21 INV.# APPL.# 13					Previous Applic			\$ 2,171,663.93	4			
		Date:	Date:	Date:	Date:	Balance Due T	his Application		\$ 241,295.99	1			
		C.											
DESC	RIPTION: Bridgewalk Asphalt- Reclaim												
	ACCALCON ACCT DATE:												
ACCI	# 6531603 ACCT. DATE:												
			CONTRA	CT AMOUNT		PREVIOUS	LY COMPLETED	COMPLE	TED THIS INVOICE	COMPLETE		REMAINING O	
No.	Description	Qty	Unit	Price	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
	Asphalt		- 10	\$2,500.00	\$ 2,500.00	1.00	2,500.00		0.00	1.00	2,500.00	0.00	0.0
	Maintenance of Traffic Services	1 18434	LS SY		\$ 165,906.00	18,434.00	165,906.00		0.00	18,434.00	165,906.00	0.00	0.0
	1.5" Asphalt, Type SP-9.5 (1 LIFT) 6" Crushed Concrete (LBR 150)	18434	SY		\$ 223,973.10	18,434.00	223,973.10		0.00	18,434.00	223,973.10	0.00	0.0
	8" Stabilized Subgrade (LBR 40)	21909	SY		\$ 101,657.76	21,909.00	101,657.76		0.00	21,909.00	101,657.76	0.00	0.0
	2.5" Asphalt, Type SP-12.5 (1 LIFT)	12,950	SY	the second se	\$ 198,782.50	12,950.00	198,782.50		0.00	12,950.00	198,782.50	0.00	0.0
	8" Limerock Base (LBR 150)	12950	SY		\$ 194,897.50	12,950.00	194,897.50		0.00	12,950.00	194,897.50	0.00	0.0
3279.	12" Stabilized Subgrade (LBR 40)	16425	SY	\$4.75		16,425.00	78,018.75		0.00		78,018.75	0.00	0.0
3279.	Type "F" Curb and Gutter*	6475	LF		\$ 98,743.75	6,475.00	98,743.75		0.00		98,743.75	0.00	0.0
3279.	Type "A" Curb *	7.037	LF	\$14.50	\$ 102,036.50	7,037.00	102,036.50		0.00		102,036.50	0.00	0.0
3279.	Type "D" Curb*	3890	LF	\$13.25	\$ 51,542.50	3,890.00	51,542.50		0.00		51,542.50	0.00	0.0
	Ribbon Curb*	3735	LF	\$16.25	\$ 60,693.75	3,735.00	60,693.75		0.00		60,693.75	0.00	0.0
3279.	Miami Curb*	7425	LF	\$14.00	\$ 103,950.00	7,425.00	103,950.00		0.00		103,950.00 2,714.60	0.00	0.0
3279.	Backfill and Grade behind Curb	13573	LF	\$0.20	\$ 2,714.60	13,573.00	2,714.60		0.00		109,475.80	0.00	0.0
3279.	4" Class Concrete Sidewalk (Unreinforced)*	22342	SF	\$4.90	\$ 109,475.80	22,342.00	109,475.80 3,240.00		0.00		3,240.00	0.00	0.0
3279.	6" Sidewalk (Reinforced) At lift Station*	540	SF	\$6.00	\$ 3,240.00	540.00	3,240.00		0.00		352,447.20	0.00	0.0
3279.	4" Sidewalk (8' Wide Trail)*	48951	SF	\$7.20 \$1,200.00	\$ 352,447.20 \$ 14,400.00	48,951.00 12.00	14,400.00	6	0.00		14,400.00	0.00	0.0
3279.	Handicap Ramps with Truncated Domes	12	EA LF	\$13.75	\$ 14,400.00 \$ 53,487.50	3,890.00	53,487.50		0.00		53,487.50	0.00	0.0
3279.	Type "Drop" Curb	3890 550	LF	\$17.75	\$ 9,762.50	550.00	9,762.50		0.00		9,762.50	0.00	0.0
3279.	3' Valley Gutter	545	SF	\$6.00	\$ 3,270.00	545.00	3,270.00		0.00	545.00	3,270.00	0.00	0.0
3279. 3279.	6" Concrete Bulinose 8' concrete HC ramps	10	EA	\$1,950.00	\$ 19,500.00	10.00	19,500.00		0.00		19,500.00	0.00	0.0
3279.	4" Sidewalk (6' trail)	1700	SF	\$4.90	\$ 8,330.00	1,700.00	8,330.00		0.00		8,330.00	0.00	0.0
3279.	4" 2' clay horse trail	700	SY	\$12.50	\$ 8,750.00	700.00	8,750.00		0.00		8,750.00	0.00	0.0
3279.	6" Class 1, Rreinforced Concrete (Drive Apron)	3046	SY	\$7.00	\$ 21,322.00	3,046.00	21,322.00		0.00			0.00	0.0
3279.	Striping & signage	1	LS	\$25,775.00	\$ 25,775.00	1.00	25,775.00		0.00			0.00	
	Total Asphalt				\$ 2,015,176.71		2,015,176.71		0.00	2	2,015,176.71		0.0
0707	Reclaim Water	2 060	LF	\$12.60	\$ 48,636.00	3,860.00	48,636.00		0.0	3,860.00	48,636.00	0.00	0.0
and the second second	6" PVC Reuse Water Main	3,860	LF	\$17.15	\$ 71,172.50	4,150.00	71,172.50		0.0	the second s		0.00	0.0
3735.	8" PVC Reuse Water Main	4,150	LF	\$12,850.00	\$ 12,850.00	1.00	12,850.00		0.0			0.00	0.0
3735.	Miscellaneous Fittings	1 20	EA	\$1,001.00	\$ 20,020.00	20.00	20,020.00		0.0			0.00	0.0
3735.	6" Gate Valves	11	EA	\$1,410.00	\$ 15,510.00	11.00	15,510.00		0.0			0.00	0.0
3735.	8" Gate Valves	4	EA	\$760.00		4.00	3,040.00		0.0		3,040.00	0.00	0.0
	Temporary Blow-Off Assembly	17	EA	\$549.00		17.00	9,333.00		0.0		9,333.00	0.00	0.0
	Single Service Assembly Double Service Assembly	47	EA	\$875.00		47.00	41,125.00		0.0			0.00	0.0
	2" irrigation service	4	EA	\$1,220.00		4.00	4,880.00		0.0			0.00	0.0
	Reuse Testing	8,010	LF	\$2.00			16,020.00		0.0			0.00	0.0
5155.	Total Reclaim Water	5,510			\$ 242,586.50		242,586.50		0.0	0	242,586.50		0.0
	Offtract	1 450	LF	\$1.10	\$ 1,265.00	1,150.00	1,265.00		0.0	0 1,150.00	1,265.00	0.00	0.
3750.	Silt fence - Offsite	1,150	EA	\$500.00	\$ 500.00		500.00		0.0				0.0
	Remove Headwall - offsite	2	EA	\$650.00			1,300.00		0.0			0.00	0.0
	Connect to pipe - offsite 15" HDPE pipe - offsite	20	LF	\$27.10			542.00		0.0	0 20.00	542.00	0.00	0.0
13/50.	15" HDPE pipe - offsite 14" x 23" ERCP pipe - offsite	936	LF	\$40.86			38,244.96		0.0	0 936.00			0.0
2750				\$2,665.00			7,995.00		0.0		7,995.00	0.00	0.0

		Contraction and States	CONTRA	CT AMOUNT	5189		PREVIOUS	Y COMPLETED	COMPLE	TED THIS INVOICE	COMPLETE	D TO DATE	REMAINING	ON CONTRACT
No.	Description	Qty	Unit	Price		Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
	Type "H" inlet - offsite	1	EA	\$5,490.00	\$	5,490.00	1.00	5,490.00		0.00	1.00	5,490.00	0.00	0.0
	14" x 23" ERCP MES - offsite	1	EA	\$1,150.00		1,150.00	1.00	1,150.00		0.00	1.00	1,150.00	0.00	0.00
	Storm fittings - offsite	1	LS	\$1,500.00	\$	1,500.00	1.00	1,500.00		0.00	1.00	1,500.00	0.00	0.00
	Storm test - offsite	936	LF	\$8.00	\$	7,488.00	936.00	7,488.00		0.00	936.00	7,488.00	0.00	0.00
	Driveway Aprons - offsite	4	EA	\$3,650.00	\$	14,600.00	4.00	14,600.00		0.00	4.00	14,600.00	0.00	0.00
	Grade Pavement - offsite	1,050	SY	\$1.75	\$	1,837.50	1,050.00	1,837.50		0.00	1,050.00	1,837.50	0.00	0.00
	Mill aspahlt - offsite	2100	SY	\$5.65	\$	11,865.00	2,100.00	11,865.00		0.00	2,100.00	11,865.00	0.00	0.00
	12" stabilized sub-base - offsite	1050	SY	\$4.75	S	4,987.50	1,050.00	4,987.50		0.00	1,050.00	4,987.50	0.00	0.00
	6" limerock base - offsite	1050	SY	\$15.00	S	15,750.00	1,050.00	15,750.00		0.00	1,050.00	15,750.00	0.00	0.00
3750.	1 1/2" SP-9.5 asphalt - offsite	1050	SY	\$9.50	S	9,975.00	1,050.00	9,975.00		0.00	1,050.00	9,975.00	0.00	0.00
	3/4" Asphalt overlay - offsite	2100	SY	\$8.50	\$	17,850.00	2,100.00	17,850.00		0.00	2,100.00	17,850.00	0.00	0.00
	Grade ROW - offsite	3175	SY	\$1.75	S	5,556.25	3,175.00	5,556.25		0.00	3,175.00	5,556.25	0.00	0.00
	SOD ROW - offsite	3175	SY	\$2.70	S	8,572.50	3,175.00	8,572.50		0.00	3,175.00	8,572.50	0.00	0.00
	MOT - offsite	1	LS	\$6,500.00	\$	6,500.00	1.00	6,500.00		0.00	1.00	6,500.00	0.00	0.00
	Stripins & signage - offsite	1	LS	\$9,000.00	S	9,000.00	1.00	9,000.00		0.00	1.00	9,000.00	0.00	0.00
	Total Offtract				\$	171,968.71		171,968.71		0.00		171,968.71		0.00
	Change Order #1													
3279.	Change Order	1	LS	(\$16,772.00)	\$	(16,772.00)	1.00	-16,772.00	A REAL PROPERTY AND A REAL	0.00	1.00	-16,772.00	0.00	0.00
	Total Change Order #1				\$	(16,772.00)		-16,772.00		0.00		-16,772.00		0.00
	r													
TOTAL					1	2,412,959.92		2,412,959.92		0.00		2,412,959.92		0.0

DocuSign Envelope ID	т.екилаг т.а D: BC46E89E-007F-46A8-8548-D852BF	ND DEVELOPMENT 9E0D16				1 1/25/22 12/31/22
ontractor : 8268280 ontract : 51820704 roject No : 653	OL 65316 Bridgewalk Asphalt-Recl	(LN	I	Payment Reques Period From Period To	t No : : <u>12/25</u> :	5/2021
hange No./ Cost Job Number Code	Cost Description of Work Type Invoice # 51820704-	Scheduled 13 Value	Previous Earned	Total Earned	Billing Amount	Retainage Amount
riginal 6531603 3279 6531603 3735 6531603 3750	1300 Generic Asphalt Paving 1300 Reclaimed Water Const. 1300 Offtract	2015176.71 242586.50 171968.71	1998404.71 242586.50 171968.51			
	Total Original Subcontract Retainage	2429731.92	2412959.72 241295.99			
	Net Subcontract	2429731.92	2171663.73			
hange 001 deduct 6 6531603 3279	" class 1 reinforce co 1300 Generic Asphalt Paving	16772.00-				
	Total of Approved Changes Retainage	16772.00-	16772.00-			
	Net Approved Changes	16772.00-	15094.80-			
	Total Revised Subcontract Retainage	2412959.92	2396187.72 239618.79		241,295.9	99
	Net Revised Subcontract	2412959.92	2156568.93			
ERTIFICATE OF THE SU	BCONTRACTOR:	PROJECT MA	NAGEMENT APPF	ROVAL:		
LENNAR CORPORATION DIVISION PRESIDENT	DATE			SUBCONTRACTOR		DATE
				TITLE		
LENNAR CORPORATION V.P.OPERATIONS	DATE			LENNAR CORPOR		DATI
				LENNAR CORPOR		DATE

SECTION B

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Bridgewalk Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of November 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 2
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee:

Lennar Homes LLC

- (D) Amount Payable: **\$1,712,131.73**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Reimbursement of infrastructure costs for Phase 1B.

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Two Project; and
- 4. each disbursement represents a cost of Assessment Area Two Project which has not previously been paid.

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

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

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

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT

By:

Responsible Officer

Date:

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Two Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

									Assessment				
		Assessment Area 1 (2022 Series)											
									Series)				
			Pha	se 1A			Phase 2	2A & 2B					
			Costs identified	Phase 1A	Corrected	Requisition No.7			Requisition				
	Total Contract	CDD Costs	in Engineer's	corrected CDD	Requisition No.2	(2022)	Total Contract	CDD Costs	No.2 (2023)				
Bridgewalk CDD Cost Summary			Report	Costs	(2022)	(2022)			Phase 1B				
Storm Water Management Facilities	\$3,487,969.62	\$2,572,157.54	\$ 2,546,174.64	\$ 2,190,675.46	\$ 2,190,675.46		\$ 764,967.70	\$ 564,697.45	\$ 381,482.08				
Potable Water Distribution Facilities	\$ 660,176.80	\$ 434,251.80	\$ 368,791.35	\$ 331,681.40	\$ 331,681.40		\$ 159,970.00	\$ 143,305.00	\$ 102,570.40				
Sanitary Sewer Collection & Conveyance Facilities	\$1,315,209.90	\$1,185,971.90	\$ 1,723,471.26	\$ 1,075,790.40	\$ 306,200.90		\$ 736,406.80	\$ 712,616.80	\$ 110,181.50				
Reclaimed Water Distribution Faciliites	\$ 339,296.10	\$ 256,000.10	\$ 1,709,347.98	\$ 192,128.50	\$ 192,128.50		\$ 103,559.00	\$ 83,749.00	\$ 63,871.60				
Roadway & Alleyway Infrastructure	\$2,606,882.82	\$2,434,914.11	\$ 2,201,359.09	\$ 2,015,176.71	\$ 566,662.23	\$ 22,128.70	\$ 329,884.15	\$ 329,884.15	\$ 419,737.40				
Landscape, Irrigation & Hardscape	\$ 470,402.65	\$ 470,402.65	\$ 553,571.43	\$ 470,402.65	\$ 470,402.65		\$-	\$-	\$-				
Underground Electrical System	\$ 404,362.24	\$ 327,509.68	\$ 372,000.00	\$ 257,832.18			\$-	\$-	\$ 69,677.50				
Professional and Inspection Fees	\$ 542,352.00	\$ 293,229.00	\$ 529,939.23	\$219,921.75	\$ 7,420.86		\$-	\$-	\$564,611.25				
			-										
TOTAL	\$9,826,652.13	\$7,974,436.78	\$10,004,654.98	\$ 6,753,609.05	\$ 4,065,172.00	\$ 22,128.70	\$ 2,094,787.65	\$1,834,252.40	\$1,712,131.73				

SECTION VI

RESOLUTION 2024-06

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 BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT AND OSCEOLA COUNTY; 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;

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;

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;

WHEREAS, Standard Pacific of Florida, LLC, a Florida limited liability company (hereinafter "SPF"), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bills of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner's Affidavit and Certificate of District Engineer, attached hereto as Exhibit "A" (the "Conveyance Documents"), and the transfer of certain infrastructure improvements from the District to Tohopekaliga Water Authority ("TWA"), Osceola County, Florida (the "County") and Orlando Utility Commission ("OUC"), as applicable;

WHEREAS, the District Counsel and the District Manager have reviewed the Conveyance Documents 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 approving and accepting the conveyances.

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

1. <u>Incorporation of Recitals.</u> 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. <u>Approval of Acquisition and Transfer of the Real Property and Improvements.</u> The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," from SPF to the District and from the District to TWA, the County and OUC, as applicable, and approves and accepts the documents evidencing such conveyances in Exhibit "A."

3. <u>Authorization of District Staff.</u> 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. <u>Ratification of Prior Actions</u>. 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. <u>Severability</u>. 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. <u>Effective Date</u>. 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 18th day of March, 2024.

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT

Attest:

	Ву:
Print:	Name:
Secretary/Asst. Secretary	Title:

EXHIBIT "A"

CONVEYANCE DOCUMENTS

- 1. Special Warranty Deed
- 2. Bill of Sale Absolute and Agreement to the District
- 3. Owner's Affidavit
- 4. Agreement Regarding Taxes
- 5. Certificate of District Engineer

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this _____ day of March, 2024 by STANDARD PACIFIC OF FLORIDA, LLC, a Florida limited liability company (the "Grantor"), whose principal address is 5505 Blue Lagoon Drive, Miami, Florida 33126, 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 2024 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)

Orlando, Florida 32821

By:

Print: Mark McDonald

Title: Vice President

Address: 6675 Westwood Blvd., 5th Floor Orlando, Florida 32821

(Signature)

(Print Name) Address: 6675 Westwood Blvd., 5th Floor Orlando, Florida 32821

Address: 6675 Westwood Blvd., 5th Floor

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, 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 EE, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

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

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

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

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

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

Tracts Howley Alley 1, Howley Alley 2, Howley Alley 3 and Avocet Alley, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

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

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

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

Tracts AA, B, C, D, F, I, J, K, V, Y, Z, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT

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

THIS BILL OF SALE ABSOLUTE AND AGREEMENT ("Agreement") is made as of this ______ day of March, 2024, 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 5505 Blue Lagoon Drive, Miami, Florida 33126, 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 <u>Exhibit "A"</u> 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, 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 ______, 2024, 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 (Bridgewalk Phase 1A Plat and Phase 1B 2A and 2B Plat)

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

ATTEST:

By:_____

By: ____

Secretary/Asst. Secretary

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 ______, 2024, 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 EE, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

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

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

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

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

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

Tracts Howley Alley 1, Howley Alley 2, Howley Alley 3 and Avocet Alley, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

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

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

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

Tracts AA, B, C, D, F, I, J, K, V, Y, Z, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

Description of Improvements:

-Storm Water Management Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50, of the Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Roadway improvements located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

OWNER'S AFFIDAVIT

Bridgewalk Community Development District – Lift Station (Bridgewalk Phase 1A Plat and 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 5505 Blue Lagoon Drive, Miami, Florida 33126 (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 <u>Exhibit "A"</u> 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 Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the following plats: (1) Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50, of the Official Records of Osceola County, Florida; and (2) Bridgewalk Phase 1B 2A and 2B plat, as recorded in Plat Book 32, page 143, of the Official Records of Osceola County, Florida (collectively, the "Plat"). The District can rely on the Property and Improvements being capable of being used for the purposes intended.

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, and for the District's subsequent conveyance of certain improvements to Tohopekaliga Water Authority, Osceola County or Orlando Utility Commission, as described in Exhibit "B" attached hereto.

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 5505 Blue Lagoon Drive, Miami, Florida 33126. 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: _____, 2024

Signed, sealed and delivered in our presence:

STANDARD PACIFIC OF FLORIDA,

LLC, a Florida limited liability company

(Signature)		5	1	5	
	By:				
(Print Name)					

Print: Mark McDonald

(Signature)

(Print Name)

Title: Vice President

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 _____, 2024, 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 EE, according to the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

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

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

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

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

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

Tracts Howley Alley 1, Howley Alley 2, Howley Alley 3 and Avocet Alley, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

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

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

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

Tracts AA, B, C, D, F, I, J, K, V, Y, Z, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

IMPROVEMENTS

-Storm Water Management Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50, of the Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Roadway improvements located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

EXHIBIT "B"

Improvements Subsequently conveyed to Toho:

-Potable Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

Improvements Subsequently conveyed to Osceola County:

-Roadway improvements located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

Improvements Subsequently conveyed to OUC:

-Underground electrical system located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

AGREEMENT REGARDING TAXES

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

THIS AGREEMENT REGARDING TAXES ("Agreement") is entered into this

day of March, 2024, by and between **STANDARD PACIFIC OF FLORIDA**, LLC, a Florida limited liability company, whose address is 5505 Blue Lagoon Drive, Miami, Florida 33126 (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 <u>Exhibit "A"</u> attached hereto and incorporated herein (the "Property");

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 <u>Exhibit "A"</u> attached hereto and incorporated herein (the "Improvements");

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

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;

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;

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; and

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 2023 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 2024.

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 2024 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 2024, 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 (Bridgewalk Phase 1A and Phase 1B 2A and 2B Plat)

WITNESSES:	STANDARD PACIFIC OF FLORIDA, LLC , a Florida limited liability company
X	By:
Print:	Print: Mark McDonald
X	Title: Vice President
Print:	

BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT,

a Florida community development district

ATTEST

Х	By:

Print: _______Secretary/Asst. Secretary

Title: Chairman

Print: Adam Morgan

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

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

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

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

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

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

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

Tracts Howley Alley 1, Howley Alley 2, Howley Alley 3 and Avocet Alley, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

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

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

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

Tracts AA, B, C, D, F, I, J, K, V, Y, Z, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

IMPROVEMENTS

-Storm Water Management Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50, of the Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Roadway improvements located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

CERTIFICATE OF DISTRICT ENGINEER

Bridgewalk Community Development District (Bridgewalk Phase 1A Plat and 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. <u>72321</u> and Florida License No. <u>26265</u>, 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 <u>Exhibit "A"</u> 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 <u>Exhibit "A"</u> attached hereto and incorporated herein (collectively, the "Improvements"), and subsequently convey certain improvements described in <u>Exhibit "B"</u> attached hereto 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"), Osceola County and Orlando Utility Commission ("OUC"). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the "Certification") is provided in conjunction with, and in support of, the District's approval of the conveyance of the Property and Improvements from the Developer to the District and the District's acceptance of such Property and Improvements, and the District's subsequent conveyance of those certain improvements described in Exhibit "B" attached hereto to Toho, Osceola County and OUC. 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 and conveyance to Toho, Osceola County and OUC, as applicable. The conveyances contemplated herein are consistent with the development plans for 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 (Bridgewalk Phase 1A and Phase 1B 2A and 2B Plat)

DATED:	, 2024
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 _____, 2024 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

Print Name:	
Comm. Exp.:	
Comm. No.:	

(SEAL)

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

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

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

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Tracts Howley Alley 1, Howley Alley 2, Howley Alley 3 and Avocet Alley, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

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

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

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

Tracts AA, B, C, D, F, I, J, K, V, Y, Z, according to the BRIDGEWALK PHASE 1A plat, as recorded in Plat Book 30, Page 50, Public Records of Osceola County, Florida.

IMPROVEMENTS

-Storm Water Management Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50, of the Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Roadway improvements located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

EXHIBIT "B"

Improvements Subsequently conveyed to Toho:

-Potable Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

Improvements Subsequently conveyed to Osceola County:

-Roadway improvements located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

Improvements Subsequently conveyed to OUC:

-Underground electrical system located in the Bridgewalk Phase 1A plat, as recorded in Plat Book 30, Page 50 of the Public Records of Osceola County, Florida.

SECTION VII

SECTION C

SECTION 1

Bridgewalk Community Development District

Summary of Invoices

Febuary 01, 2024 - Feburay 29, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	2/7/24	133	\$ 188.62
	2/15/24	134-137	12,920.72
	2/22/24	138-139	14,126.20
	2/27/24	140	3,919.40
			\$ 31,154.94
Payroll			
	<u>February 2024</u>		
	Adam Morgan	50070	\$ 184.70
	Brent Kewley	50071	\$ 184.70
	Patrick Bonin Jr.	50072	\$ 184.70
			\$ 554.10
	TOTAL		\$ 31,709.04

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID 02/01/2024 - 02/29/2024 *** BRIDGEWALK - GENERAL FUND BANK A GENERAL FUND)/COMPUTER CHECK REGISTER	RUN 3/11/24	PAGE 1
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAM DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	IE STATUS	AMOUNT	CHECK AMOUNT #
2/07/24 00008	1/31/24 65303 202401 320-53800-46400 3093ELLA WAY-DIRT/HD RPR	*	188.62	
	FLORIDA ULS OPERATING	LLC DBA		188.62 000133
2/15/24 00012	2/08/24 02082024 202402 300-20700-10000 FY24 SPCL ASMNT SER2022	*	1,181.33	
	BRIDGEWALK CDD C/O USE	BANK		1,181.33 000134
2/15/24 00008	2/12/24 67949 202402 320-53800-46200 MTHLY LANDSCAPE MNT FEB24	*	0,007.00	
	FLORIDA ULS OPERATING	LLC DBA		6,087.00 000135
2/15/24 00001	2/01/24 51 202402 310-51300-34000 MANAGEMENT FEES FEB24	*	3,246.25	
	2/01/24 51 202402 310-51300-35200 WEBSITE ADMIN FEB24	*	100.00	
	2/01/24 51 202402 310-51300-35100 INFORMATION TECH FEB24	*	150.00	
	2/01/24 51 202402 310-51300-31300	*	583.33	
	DISSEMINATION FEE FEB24 2/01/24 51 202402 310-51300-51000	*	.30	
	OFFICE SUPPLIES 2/01/24 51 202402 310-51300-42000	*	75.89	
	POSTAGE 2/01/24 52 202402 320-53800-12000 FIELD MANAGEMENT FEB24	*	1,325.00	
	GOVERNMENTAL MANAGEMENT FEB24 GOVERNMENTAL MANAGEMEN	IT SERVICES		5,480.77 000136
2/15/24 00014	2/01/24 2018834 202402 310-51300-49200 2023 TAX ROLL ADMIN FEE	*	171.62	
	2023 TAX ROLL ADMIN FEE OSCEOLA COUNTY PROPERT	Y APPRAISER		171.62 000137
	2/12/24 67946 202402 320-53800-46300	*	3,039.79	
	RPLC 4 DEAD PINE TREES 2/12/24 67947 202402 320-53800-46300	*	9,264.55	
	RMV 6 SABAL PALM/RPLC 10 2/15/24 68462 202402 320-53800-46400	*	42.30	
	IRRG RPR-6 BRKN SPRAY HDS FLORIDA ULS OPERATING	LLC DBA		12,346.64 000138
	2/14/24 123532 202401 310-51300-31500	*	1,779.56	
	TOHO COST SHARE/COST ALLO LATHAM, LUNA, EDEN & E	BEAUDINE, LLP		1,779.56 000139
2/27/24 00002	2/27/24 RES2023- 202402 310-51300-49000	*	3,919.40	
	PH1B,2A,2B LIFT STN CONVY LATHAM, LUNA, EDEN & E	BEAUDINE, LLP		3,919.40 000140
		AL FOR BANK A	31,154.94	
	BWLK BRIDGEWALK TVIS	CARRA		

AP300R *** CHECK DATES 02/01/2024 - (AYABLE PREPAID/COMPUTER CHECK REGISTE - GENERAL FUND AL FUND	R RUN 3/11/24	PAGE 2
CHECK VEND#INVOICE. DATE DATE INVO	EXPENSED TO ICE YRMO DPT ACCT# SUB SUBCLA	VENDOR NAME STATUS	AMOUNT	CHECK AMOUNT #

TOTAL FOR REGISTER 31,154.94

BWLK BRIDGEWALK TVISCARRA

SECTION 2

Bridgewalk Community Development District

Unaudited Financial Reporting February 29, 2024

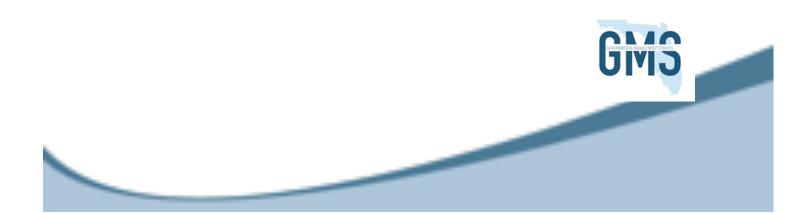


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1	Balance Sheet
2	General Fund Income Statement
3	Debt Service Fund Series 2022 Income Statement
4	Debt Service Fund Series 2023 Income Statement
5	Capital Projects Fund Series 2022 Income Statement
6	Capital Projects Fund Series 2023 Income Statement
7	Month to Month
8	Long Term Debt Summary
9	Assessment Receipt Schedule
10	Construction Schedule Series 2022
11	Construction Schedule Series 2023

Bridgewalk Community Development District

Balance Sheet February 29, 2024

Fe	bru	ary	29,	20	24

	General Fund	l	Debt Service Fund	Ca	pital Projects Fund	Gover	Totals rnmental Funds
Assets:							
Cash - Truist Bank	\$ 88,250	\$	-	\$	-	\$	88,250
Investments:							
Series 2022							
Reserve	\$ -	\$	123,450	\$	-	\$	123,450
Revenue	\$ -	\$	252,635	\$	-	\$	252,635
Construction	\$ -	\$	-	\$	23,733	\$	23,733
Series 2023							
Reserve	\$ -	\$	190,616	\$	-	\$	190,616
Revenue	\$ -	\$	-	\$	-	\$	-
Construction	\$ -	\$	-	\$	4,448,994	\$	4,448,994
Cost of Issuance	\$ -	\$	-	\$	112	\$	112
State Board of Administration	\$ 277,055	\$	-	\$	-	\$	277,055
Due From General Fund	\$ -	\$	-	\$	-	\$	-
Total Assets	\$ 365,304	\$	566,701	\$	4,472,838	\$	5,404,843
Liabilities:							
Accounts Payable	\$ 392	\$	-	\$	8,136	\$	8,528
Total Liabilities	\$ 392	\$	-	\$	8,136	\$	8,528
Fund Balances:							
Assigned For Debt Service 2022	\$ -	\$	376,085	\$	-	\$	376,085
Assigned For Debt Service 2023	\$ -	\$	190,616	\$	-	\$	190,616
Assigned For Capital Projects 2022	\$ -	\$	-	\$	22,522	\$	22,522
Assigned For Capital Projects 2023	\$ -	\$	-	\$	4,442,181	\$	4,442,181
Unassigned	\$ 364,912	\$	-	\$	-	\$	364,912
Total Fund Balances	\$ 364,912	\$	566,700.67	\$	4,464,702	\$	5,396,315
Total Liabilities & Fund Equity	\$ 365,304	\$	566,701	\$	4,472,838	\$	5,404,843

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 29, 2024

		Adopted	Pror	ated Budget		Actual			
		Budget	Thr	u 02/29/24	Thr	u 02/29/24	I	/ariance	
Revenues:									
Special Assessments - Tax Roll	\$	278,990	\$	267,596	\$	267,596	\$	-	
Special Assessments - Direct Billed	\$	222,011	\$	166,509	\$	166,509	\$	-	
Interest	\$	-	\$	-	\$	2,055	\$	2,055	
Total Revenues	\$	501,001	\$	434,105	\$	436,159	\$	2,055	
Expenditures:									
Administrative:									
Supervisor Fees	\$	12,000	\$	5,000	\$	2,200	\$	2,800	
FICA Expense	\$	918	\$	383	\$	168	\$	214	
Engineering Fees	\$	9,500	\$	3,958	\$	1,050	\$	2,908	
Attorney	\$	25,000	\$	10,417	\$	8,080	\$	2,336	
Arbitrage	\$	900	\$	-	\$	-	\$	-	
Dissemination	\$	7,000	\$	2,917	\$	2,333	\$	583	
Annual Audit	\$	4,400	\$	-	\$	-	\$		
Trustee Fees	\$	8,100	\$	-	\$	-	\$		
Assessment Administration	\$	5,300	\$	5,300	\$	5,300	\$		
Management Fees	\$	38,955	\$	16,231	\$	16,231	\$		
Information Technology	\$	1,800	\$	750	\$	750	\$		
Website Maintenance	э \$	1,800	\$ \$	500	\$ \$	500	\$ \$		
	\$ \$	300	ծ \$	125	\$ \$	500	ծ \$	125	
Felephone Bestere			ծ \$			-			
Postage	\$	1,000		417	\$	97	\$	319	
Printing & Binding	\$	1,000	\$	1,000	\$	19	\$	981	
Insurance	\$	5,915	\$	5,915	\$	5,563	\$	352	
Legal Advertising	\$	2,500	\$	1,042	\$	685	\$	357	
Other Current Charges	\$	600	\$	250	\$	4,083	\$	(3,833	
Office Supplies	\$	625	\$	260	\$	1	\$	260	
Property Appraiser	\$	400	\$	400	\$	172	\$	228	
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	-	
Total Administrative:	\$	127,588	\$	55,039	\$	47,407	\$	7,632	
<u>Operations & Maintenance</u>									
Field Services	\$	15,900	\$	6,625	\$	6,625	\$	-	
Property Insurance	\$	7,500	\$	7,500	\$	2,066	\$	5,434	
Electric	\$	2,400	\$	1,000	\$	136	\$	864	
Streetlights	\$	157,123	\$	65,468	\$	17,016	\$	48,452	
Water & Sewer	\$	25,000	\$	10,417	\$	11,356	\$	(939	
Landscape Maintenance	\$	117,824	\$	49,093	\$	30,435	\$	18,658	
Landscape Contingency	\$	5,000	\$	2,083	\$	12,304	\$	(10,221	
Irrigation Repairs	\$	2,500	\$	1,042	\$	4,393	\$	(3,352	
Lake Maintenance	\$	1,152	\$	480	\$	-	\$	480	
Contingency	\$	2,500	\$	1,042	\$	-	\$	1,042	
Repairs & Maintenance	\$	2,500	\$	1,042	\$	-	\$	1,042	
Capital Outlay	\$	34,014	\$	14,173	\$	-	\$	14,173	
Total Operations & Maintenance:	\$	373,413	\$	159,964	\$	84,332	\$	75,632	
Total Expenditures	\$	501,001	\$	215,003	\$	131,739	\$	83,264	
Excess Revenues (Expenditures)	\$	-			\$	304,420			
Fund Balance - Beginning	\$	-			\$	60,492			
	\$				\$				

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	rated Budget		Actual	
	Budget	Thr	u 02/29/24	Thr	u 02/29/24	Variance
Revenues:						
Special Assessments	\$ 246,900	\$	237,252	\$	237,252	\$ -
Interest	\$ 5,000	\$	2,083	\$	5,144	\$ 3,060
Total Revenues	\$ 251,900	\$	239,336	\$	242,396	\$ 3,060
Expenditures:						
Series 2022						
Interest - 12/15	\$ 76,094	\$	76,094	\$	76,094	\$ -
Principal - 06/15	\$ 95,000	\$	-	\$	-	\$ -
Interest - 06/15	\$ 76,094	\$	-	\$	-	\$ -
Total Expenditures	\$ 247,188	\$	76,094	\$	76,094	\$ -
Other Sources/(Uses)						
Transfer In/(Out)	\$ -	\$	-	\$	(2,488)	\$ 2,488
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	(2,488)	\$ 2,488
Excess Revenues (Expenditures)	\$ 4,713			\$	163,814	
Fund Balance - Beginning	\$ 86,799			\$	212,271	
Fund Balance - Ending	\$ 91,512			\$	376,085	

Community Development District

Debt Service Fund - Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorate	d Budget		Actual	
	Budget		Thru 02	2/29/24	Thr	u 02/29/24	Variance
Revenues:							
Bond Proceeds	\$	-	\$	-	\$	188,694	\$ 188,694
Interest	\$	-	\$	-	\$	1,922	\$ 1,922
Total Revenues	\$	-	\$	-	\$	190,616	\$ 190,616
Expenditures:							
Series 2023							
Interest - 06/15	\$	-	\$	-	\$	-	\$ -
Total Expenditures	\$	-	\$	-	\$	-	\$ -
Other Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$ -
Excess Revenues (Expenditures)	\$	-			\$	190,616	
Fund Balance - Beginning	\$	-			\$	-	
Fund Balance - Ending	\$				\$	190,616	

Community Development District

Capital Projects Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ad	opted	Prorate	ed Budget		Actual		
	Bı	ıdget	Thru (2/29/24	Thru	02/29/24	V	ariance
Revenues:								
Interest	\$	-	\$	-	\$	449	\$	449
Total Revenues	\$	-	\$	-	\$	449	\$	449
Expenditures:								
Series 2022								
Capital Outlay	\$	-	\$	-	\$	1,379	\$	(1,379)
Total Expenditures	\$	-	\$	-	\$	1,379	\$	(1,379)
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	2,488	\$	(2,488)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	2,488	\$	(2,488)
Excess Revenues (Expenditures)	\$	-			\$	1,558		
Fund Balance - Beginning	\$	-			\$	20,964		
Fund Balance - Ending	\$				\$	22,522		

Community Development District

Capital Projects Fund - Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ad	opted	Prorate	ed Budget		Actual	
	Bı	ıdget	Thru (2/29/24	Th	ru 02/29/24	Variance
Revenues:							
Bond Proceeds	\$	-	\$	-	\$	4,741,306	\$ 4,741,306
Interest	\$	-	\$	-	\$	44,871	\$ 44,871
Total Revenues	\$	-	\$	-	\$	4,786,178	\$ 4,786,178
Expenditures:							
Series 2023							
Capital Outlay	\$	-	\$	-	\$	6,925	\$ (6,925)
Capital Outlay - Cost of Issuance	\$	-	\$	-	\$	337,072	\$ (337,072)
Total Expenditures	\$	-	\$	-	\$	343,997	\$ (343,997)
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$ -
Excess Revenues (Expenditures)	\$	-			\$	4,442,181	
Fund Balance - Beginning	\$	-			\$	-	
Fund Balance - Ending	\$	-			\$	4,442,181	

Community Development District

Month to Month

	Oct	Nov	De	c	Jan	Feb	Ма	r	Ар	r	Мау	y	Ju	n	Ju	ıl	Au	ıg	Sej	pt	Tota
Revenues:																					
Special Assessments - Tax Roll	\$ -	\$ 28,252	\$ 237,418	\$	891 \$	1,036	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	267,59
Special Assessments - Direct Billed	\$ 111,006	\$-	\$-	\$	55,503 \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	166,509
Interest	\$ -	\$-	\$-	\$	839 \$	1,216	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,055
																				\$	-
Total Revenues	\$ 111,006	\$ 28,252	\$ 237,418	\$	57,233 \$	2,252	\$ -	\$	•	\$	-	\$	-	\$	-	\$	-	\$	-	\$	436,159
Expenditures:																					
Administrative:																					
Supervisor Fees	\$ 600	\$ 600	\$ 400) \$	- \$	600	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,200
FICA Expense	\$ 46	\$ 46	\$ 31	\$	- \$	46	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	168
Engineering Fees	\$ 875	\$-	\$ 175	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,050
Attorney	\$ 3,435	\$ 1,115	\$ 1,752	\$	1,780 \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	8,080
Arbitrage	\$ -	\$-	\$-	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Dissemination	\$ 292	\$ 292	\$ 583	\$	583 \$	583	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,333
Annual Audit	\$ -	\$-	\$-	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Trustee Fees	\$ -	\$-	\$-	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Assessment Administration	\$ 5,300	\$-	\$-	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,300
Management Fees	\$ 3,246	\$ 3,246	\$ 3,246	5 \$	3,246 \$	3,246	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	16,231
Information Technology	\$ 150	\$ 150	\$ 150) \$	150 \$	150	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	750
Website Maintenance	\$ 100	\$ 100	\$ 100) \$	100 \$	100	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	500
Telephone	\$ -	\$-	\$-	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$ 0	\$8	\$ 2	\$	11 \$	76	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	97
Printing & Binding	\$ -	\$ 10	\$ 7	\$	2 \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	19
Insurance	\$ 5,563	\$ -	\$-	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,563
Legal Advertising	\$ 685	\$ -	\$ -	\$	- \$	-	\$ -	\$		\$	-	\$	-	\$		\$	-	\$	-	\$	685
Other Current Charges	\$	\$ -	\$ 78	3 \$	47 \$	3,958	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	4,083
Office Supplies	\$ -	\$ 0	\$ 0) \$	0 \$	0	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1
Property Appraiser	\$ -	\$ -	\$ -	\$	- \$	172	\$ -	\$		\$	-	\$	-	\$		\$	-	\$	-	\$	172
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	175
Total Administrative:	\$ 20,466	\$ 5,567	\$ 6,524	\$	5,919 \$	8,931	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	47,407
Operations & Maintenance																					
Field Services	\$ 1,325	\$ 1,325	\$ 1,325	5 \$	1,325 \$	1,325	\$ -	\$		\$	-	\$	-	\$		\$	-	\$	-	\$	6,625
Property Insurance	\$	\$ -	\$ -	\$	- \$	-	\$ -	\$		\$	-	\$	-	\$		\$	-	\$		\$	2,066
Electric	\$	\$ 43		3 \$	- \$	45	\$ -	\$		\$	-	\$	-	\$		\$	-	\$		\$	136
Streetlights	\$	\$ 5,918			- \$	5,173	\$ -	\$		\$	-	\$	-	\$	-	\$	-	\$		\$	17,016
Water & Sewer	\$	\$ 1,723			2,376 \$	2,344	\$	\$	-	\$	-	\$		\$		\$	-	ŝ	-	\$	11,356
Landscape Maintenance	\$	\$ 6,087			6,087 \$	6,087	\$	\$	-	\$	-	\$		\$		\$	-	ŝ	-	\$	30,435
Landscape Contingency	\$	\$	\$ -	\$	- \$	12,304	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	ŝ	-	\$	12,304
Irrigation Repairs	\$	-	\$ 1,824		905 \$	434	\$ -	\$		\$	_	\$	-	\$		\$		\$		\$	4,393
Lake Maintenance	\$	\$ 1,230 \$ -	\$ 1,024	\$	- \$	-	\$	\$	-	\$	-	\$		\$	-	\$	-	\$		\$	
Contingency	\$	\$-	\$-	\$	- \$		\$	\$	-	\$	-	\$		\$	-	\$	-	ŝ	-	\$	
Repairs & Maintenance	\$	\$-	\$-	\$	- \$		\$	\$	-	\$	-	\$		\$	-	\$	-	ŝ	-	\$	
Capital Outlay	\$	\$-	\$-	\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Operations & Maintenance:	\$ 11,541	\$ 16,326	\$ 18,058	\$	10,693 \$	27,714	\$ -	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	84,332
Total Expenditures	\$ 32,008	\$ 21,893	\$ 24,583	\$	16,611 \$	36,645	\$ -	\$		\$		\$		\$	-	\$		\$		\$	131,739
										-						-		-			-
Excess Revenues (Expenditures)	\$ 78,998	\$ 6,359	\$ 212,835	5 \$	40,621 \$	(34,394)	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	304,420

Community Development District

Long Term Debt Report

SERIES 2022, SPECIAL ASSESSMENT BONDS ASSESSMENT AREA ONE PROJECT

OPTIONAL REDEMPTION DATE: INTEREST RATES: MATURITY DATE: RESERVE FUND DEFINITION RESERVE FUND REQUIREMENT RESERVE FUND BALANCE

BONDS OUTSTANDING - 02/22/22 LESS: PRINCIPAL PAYMENT - 06/15/23 6/15/2032 2.500%, 3.000%, 3.250%, 4.000% 12/15/2052 50% MAXIMUM ANNUAL DEBT SERVICE \$123,450 \$123,450

> \$4,440,000 (\$90,000)

\$4,350,000

CURRENT BONDS OUTSTANDING

SERIES 2023, SPECIAL ASSESSMENT BONDS ASSESSMENT AREA TWO PROJECT

OPTIONAL REDEMPTION DATE: INTEREST RATES: MATURITY DATE: RESERVE FUND DEFINITION RESERVE FUND REQUIREMENT RESERVE FUND BALANCE

BONDS OUTSTANDING - 11/16/23

CURRENT BONDS OUTSTANDING

12/15/2033 5.500%, 6.250%, 6.500% 12/15/2053 50% MAXIMUM ANNUAL DEBT SERVICE \$188,694 \$190,616

\$4,930,000

\$4,930,000

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2024

				TAX COLLECTO	RASSESSMENTS	Gross Assessments Net Assessments	\$ 296,573.12\$ 278,778.73	\$ 262,943.48\$ 247,166.87	\$ 559,516.60 \$ 525,945.60
						53.01%	46.99%	100.00%	
								2022 Debt	
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Service Asmt	Total
11/10/23	ACH	\$693.72	\$13.15	\$36.42	\$0.00	\$644.15	\$341.43	\$302.72	\$644.15
11/24/23	ACH	\$55,968.86	\$1,074.60	\$2,238.73	\$0.00	\$52,655.53	\$27,910.19	\$24,745.34	\$52,655.53
12/11/23	ACH	\$467,168.01	\$8,969.63	\$18,686.62	\$0.00	\$439,511.76	\$232,964.27	\$206,547.49	\$439,511.76
12/22/23	ACH	\$8,904.13	\$171.46	\$330.72	\$0.00	\$8,401.95	\$4,453.47	\$3,948.48	\$8,401.95
01/10/24	ACH	\$1,179.56	\$22.89	\$35.39	\$0.00	\$1,121.28	\$594.34	\$526.94	\$1,121.28
01/31/24	ACH	\$0.00	\$0.00	\$0.00	\$559.10	\$559.10	\$296.35	\$262.75	\$559.10
02/08/24	ACH	\$2,035.23	\$39.89	\$40.70	\$0.00	\$1,954.64	\$1,036.06	\$918.58	\$1,954.64
03/08/24	ACH	\$7,632.11	\$150.86	\$89.04	\$0.00	\$7,392.21	\$3,918.26	\$3,473.95	\$7,392.21
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	\$ 543,581.62	\$ 10,442.48	\$ 21,457.62	\$ 559.10	\$ 512,240.62	\$ 271,514.37	\$ 240,726.25	\$ 512,240.62

97.39% \$ 13,704.98 Net Percent Collected **Balance Remaining to Collect**

DIRECT BILLED ASSESSMENTS

DATE	DUE	СНЕСК	NET	AMOUNT	General	Series 2023
RECEIVED	DATE	NO.	ASSESSED	RECEIVED	Fund	Fund
10/18/23	11/1/23	2114382	\$111,005.71	\$111,005.71	\$111,005.71	\$0.00
1/19/24	2/1/24	2168514	\$55,502.86	\$55 <i>,</i> 502.86	\$55,502.86	\$0.00
	4/1/24		\$180,632.60	\$0.00	\$0.00	\$0.00
	5/1/24		\$55,502.86	\$0.00	\$0.00	\$0.00
	9/1/24		\$195,568.75	\$0.00	\$0.00	\$0.00
			\$598,212.78	\$166,508.57	\$166,508.57	\$0.00

Bridgewalk COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Bonds, Series 2022

Date	Requisition #	Contractor	Description	R	equisition
Fiscal Year 2024					
12/8/23	4	Latham, Luna, Eden & Beaudine	Invoice #122129 - Services for Phase 1A Lift Station Conveyance to TWA - Oct.23	\$	168.00
		TOTAL		\$	168.00
Fiscal Year 2024					
10/2/23		Interest		\$	87.38
10/3/23		Transfer from Reserve		\$	485.85
11/1/23		Interest		\$	87.75
11/2/23		Transfer from Reserve		\$	503.87
12/1/23		Interest		\$	87.65
12/4/23		Transfer from Reserve		\$	489.39
1/2/24		Interest		\$	92.20
1/3/24		Transfer from Reserve		\$	505.45
2/1/24		Interest		\$	94.17
2/2/24		Transfer from Reserve		\$	503.31
		TOTAL		\$	2,937.02
			Project (Construction) Fund at 09/30/23	\$	20,963.85
			Interest Earned/Transferred Funds thru 2/29/24	\$	2,937.02
			Requisitions Paid thru 2/29/24	\$	(168.00)
			Remaining Project (Construction) Fund	\$	23,732.87

Bridgewalk COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Bonds, Series 2023

Date	Requisition #	Contractor	Description	Requisition	
Fiscal Year 2024					
		TOTAL		\$ -	
Fiscal Year 2024					
12/1/23		Interest		\$ 8,738.54	
1/2/24		Interest		\$ 18,060.99	
2/1/24		Interest		\$ 18,060.23	
		TOTAL		\$ 44,859.7	
			Project (Construction) Fund at 11/16/23	\$ 4,404,134.05	
			Interest Earned/Transferred Funds thru 2/29/24	\$ 44,859.76	
			Requisitions Paid thru 2/29/24	\$ -	
			Remaining Project (Construction) Fund	\$ 4,448,993.81	