

*Bridgewalk
Community Development District*

Agenda

November 18, 2024

AGENDA

Bridgewalk

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

November 11, 2024

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, November 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 October 21, 2024 Meeting
4. Ratification of Revised Proposal from TraceAir to Provide Drone Flyovers, Data Processing and Cloud Software Subscription Services
5. Consideration of Series 2023 Requisitions #6 - #7 (*Req #7 to be provided under separate cover*)
6. Consideration of Resolution 2025-01 Approving the Conveyance of Real Property and Improvements
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Discussion of Pending Plat Conveyances
 - ii. Status of Permit Transfers
 - 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,

George S. Flint

George S. Flint
District Manager

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

Enclosures

MINUTES

MINUTES OF MEETING
BRIDGEWALK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bridgewalk Community Development District was held Monday, October 21, 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
Lane Register	Assistant Secretary
Kathryn Farr	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Alan Scheerer	Field Manager
Broc Althafer	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

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

Mr. Flint: We have all five Board members here and we have a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: There are no members of the public here to provide comment other than Board and Staff.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the September 16,
2024 Meeting**

Mr. Flint: Next you have approval of your September 16, 2024, minutes. Any comments or corrections to those?

Mr. Morgan: I make a motion to accept.

On MOTION by Mr. Morgan, seconded by Mr. Register with all in favor, the Minutes of the September 16, 2024 Meeting, were approved

FOURTH ORDER OF BUSINESS

Consideration of Lighting Services Agreement with OUC for Bridgewalk Phase 2A & 2B

Mr. Flint: Item 4 is the Street Lighting Services Agreement with OUC for Phases 2A and 2B. Are there any questions on the agreement? If not, is there a motion to approve it?

On MOTION by Mr. Morgan, seconded by Mr. Register with all in favor, the Lighting Services Agreement with OUC for Bridgewalk Phase 2A and 2B, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Proposal from TraceAir to Provide Drone Flyovers, Data Processing and Cloud Software Subscription Services

Mr. Flint: I'm not sure we are ready on the TraceAir proposals. We are waiting on the revised agreements to come back from them. I've been communicating with Mark and with TraceAir. We had a call on Friday and I'm waiting on revised proposals. I think we need to defer on that.

Mr. Morgan: Are they going to lower their prices a little bit?

Mr. Flint: That's what I'm hoping. I got an initial estimate from Mark and when the proposals came in, in most cases they were higher than Mark's estimates.

Mr. Flint: I don't think there's any action on that item at this point. The Chair may need to execute that agreement in advance of the next meeting. We'll just have the Board ratify it.

Mr. Morgan: I'll see Mark tomorrow. I'll talk to him.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco: No real updates for the Board since the last Board meeting. The Engineer did provide the private and public future use of map that we need for the expansion petition. We're still needing the estimated construction timetable and the cost table as well and then we should be nearing being ready to file that petition for the expansion. I'll follow up with Broc and we'll work on getting that filed, hopefully, before the next Board week. That's all I have for you today.

Mr. Kewley: Broc, do you need any help with the budget or the timetable for the expansion of the District?

Mr. Althafer: I've got some preliminary put together already so I can circulate those to you and make sure we're on the same page.

Mr. Kewley: If you want to send that over to me today, we'll look at that. Is that the last item you need to be able to submit?

Ms. Trucco: I'll need the legal description in Word, but I can send out an email later today.

Mr. Kewley: I'll text Rick right now and see if he can send over the legal description. Just to be clear, that's the legal description just for the expanded area, specifically the Spring Head Osceola piece is all you guys need? You don't need a legal description for the overall new boundary or just the added.

Ms. Trucco: We will need that too. But we could potentially add to the existing legal description. We have it in PDF, so just the Word version of it.

Mr. Morgan: Yes. I am texting Rick right now.

Ms. Trucco: Perfect. We'll provide an update at the next Board meeting, That's moving forward and the future public and private use exhibit that Broc sent over looks good.

B. Engineer

i. Discussion of Pending Plat Conveyance

ii. Status of Permit Transfers

Mr. Flint: Next is the Engineer's Report. Broc, anything?

Mr. Althafer: Yes, the status of Phase 2C. The construction is nearing completion. I started to receive as-builts and test reports for the storm system. I've already received everything for the utility systems, the water reuse and sanitary. All of the utility reports have been submitted to Toho Water Authority for them to begin to review so we can ultimately turn over the improvements to them. I'm still missing a few reports and as-builts on the storm. As soon as I receive those, which I'm anticipating those in the next week or so, I should be able to circulate the reimbursement documentation for the full amount, which I believe is around \$2.8 million. I think that's the amount left in the account.

Mr. Kewley: So the only thing you're missing really right now, Broc, is just as-builts to the storm system.

Mr. Althafer: I've received the as-builts. There were some things that were missing, which I've requested. CCTV that has not been approved fully yet. So there are just a few outstanding items.

Mr. Kewley: All right, so as-builts, some video and then that's the key thing that's standing in the way. So at least can we circulate a draft of the reimbursement here by the end of the week?

Mr. Althafer: Yeah, I can do that.

Mr. Flint: Are you going to want to get that before the end of the month?

Mr. Kewley: I'm not necessarily looking for it by the end of this month. I would like to get it in by the end of next month for sure.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint: you have the check register for the month of September for \$37,798.32. The detail is behind the summary. Any questions on the check register?

Mr. Morgan: Motion to approve.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials through the end of September and no action required. Are there any questions? As Broc mentioned, you have \$2.8 in that Series 2023 construction fund.

D. Field Manager's Report

Mr. Flint: Field Manager's report?

Mr. Scheerer: We had a scheduled turnover walk on 10/16 for Phase 1B improvements. There are several trees that were planted too low. There's some dead plant material out there that needs to be replaced. John Borland with United's working on all that. There's also some fence around the dog park needs to be better secured. It's very loose and sagging. So we went through that I think it went pretty well. We're very close. As soon as those are done, we'll go ahead and do a formal takeover of the Phase 1B improvements. There was some sod missing back in the backside next to Phase 2A. I was there on Friday and hat sod was installed, so we'll see how it fares. Other than that, I think from a hurricane standpoint, we didn't do too bad there as well. Water

levels up in the in the lake as you know. I know Mark MacDonald, I believe was out there on Saturday, sent me an email, basically telling me that it looks like it only dropped about 2/10 of an inch in a 24-hour period. There was a 12 inch pipe that was taking the water out of that lake, which is to me was kind of small for a 65 acre lake. But they will continue to monitor the lake and he's asked me to also look at maybe getting the trucks out there to harvest a lot more of the vegetation that we've been spraying in and around it and keep it from flopping up and blocking the input, so we'll be working on that as well. That's all I have.

SEVENTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS**Supervisor's Requests**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS**Adjournment**

Mr. Morgan: I make a motion to adjourn.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



October 21, 2024
George S. Flint
Governmental Management Services - Central Florida, LLC
219 East Livingston Street, Orlando, FL, 32801
(407) 841-5524
gflint@gmscfl.com

Subject: Bridgewalk
Flight Acreage: 125 +/-

Fee estimate for drone flyovers, data processing, and cloud software subscription (Oct 2024 - Oct 2025).

We are happy to begin services to track construction progress for this project on the following terms. Access to each project within the software is included for 60 days after the final scan date. This 60-day period restarts with contract extensions and renewals. Read-only software extensions are available. Contact your Account Executive for more details. Start and end dates are approximates. If services are delayed for any reason, this agreement automatically extends in duration to account for the quantities agreed herein.

TraceAir reserves the right to revise service fees upon requested change(s) to the project monitoring area.

Service (See Descriptions Below)	Frequency	Price	Quantity	Subtotal
Gold Scans Nov 30, 2024 – Nov 29, 2025	Bi-Weekly	\$844.63	26	\$21,960.38
Estimated Total Cost: \$21,960.38 USD				

Initials:  Initials: _____



Product Descriptions	
Service	Scope
Gold Scans	<ul style="list-style-type: none">- Drone flyover. Processing of photos and geo-referencing to create an ortho-photo & digital elevation model. Includes hosting, software and support. Important to note: Flight markers are required for the geo-referenced sites. The measurements (X, Y, & Z coordinates) and maintenance of these can be conducted by the grading contractor or surveyor at the customer's expense. QA/QC: vertical accuracy assessment and report per each scan. One 360 panorama per scan (location on customer's choice).

Initials:

DS

GR

Initials:

Billing Contact:
Email:
PO/Project Number:



By signing below both parties agree to the Terms & Conditions.

Agreed,

Will Johnson
Head of Sales,
TraceAir Technologies

DocuSigned by:
George Flint
B61B5DF431644AD...

George S. Flint
Governmental Management Services - Central Florida, LLC

SECTION V

**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: **6**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee:

Latham, Luna, Eden & Beaudine, LLP
- (D) Amount Payable: **\$120.00**
- (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):

Invoice #131653 – Correspondence for conveyances for Phase 1B, 2A & 2B. – Sept. 2024
- (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



201 S. ORANGE AVE, STE 1400
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802

October 15, 2024

Invoice #: 131653
Federal ID #:59-3366512

BRIDGEWALK CDD

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

Matter ID: 3371-004

Conveyances/Requisitions

For Professional Services Rendered:

9/9/2024	KET	Sent follow-up email correspondence to the District Engineer regarding Certificate for the Phase 1A, 1B, 2A and 2B plat conveyances to the District.	0.20	\$60.00
9/18/2024	KET	Email correspondence to the District Engineer regarding conveyance of improvements to utility authorities. Receipt of signed Certificate from District Engineer related to the tract conveyances.	0.20	\$60.00

Total Professional Services:	0.40	\$120.00
-------------------------------------	-------------	-----------------

Total	\$120.00
Previous Balance	\$0.00

Payments & Credits

<u>Date</u>	<u>Type</u>	<u>Notes</u>	<u>Amount</u>
		Payments & Credits	\$0.00
		Total Due	\$120.00

*This item will be provided under
separate cover*

SECTION VI

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM STANDARD PACIFIC OF FLORIDA, LLC TO THE 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’s Board of Supervisors previously approved Resolution 2024-06 on March 18, 2024 and now desires to approve the updated versions of the Conveyance Documents, as reflected herein;

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

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

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

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

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

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Bridgewalk Community Development District, this 18th day of November, 2024.

**BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT “A”

CONVEYANCE DOCUMENTS

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement to the District for Phase 1B, 2A and 2B Plat
3. Bill of Sale to District for Phase 2C Plat
4. Bill of Sale to TWA for Phase 2C Plat
5. Bill of Sale to TWA for Phase 1B, 2A and 2B Plat
6. Bill of Sale Absolute and Agreement to OUC for Phase 1B, 2A and 2B Plat
7. Bill of Sale to County for Phase 1B, 2A and 2B Plat
8. Owner’s Affidavit
9. Agreement Regarding Taxes
10. Certificate of District Engineer

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

Kristen E. Trucco, 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 November, 2024 by **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 5505 Waterford District 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)

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

By: Standard Pacific of Florida GP, LLC, a
Delaware limited liability company, its sole
member

By: _____

(Signature)

(Print Name)

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

Print: Mark McDonald

Title: Authorized Agent

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

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of November, 2024, by Mark McDonald, as authorized agent for Standard Pacific of Florida GP, LLC, a Delaware limited liability company, as the sole member of Standard Pacific of Florida, LLC, on behalf of **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company. Said person is ☐ personally known to me or ☐ has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission 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.

BILL OF SALE ABSOLUTE AND AGREEMENT

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

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this 18th day of November, 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 Waterford District 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 Exhibit “A” attached hereto (collectively, the “Improvements”); and

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

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

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

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

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

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

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

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

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

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

/SIGNATURES APPEAR ON THE FOLLOWING PAGES/

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

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

By: 


Print: Mark McDonald

Title: Vice President

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization, this 6th day of May, 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: LINDA E. CHAMBERS
My Commission Expires: 9-4-27
My Commission No.: HH 431760

COUNTERPART SIGNATURE PAGE TO BILL OF SALE

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

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

ATTEST:

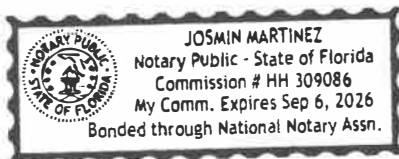
By: [Signature]
Secretary/Asst. Secretary

By: [Signature]
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 9th day of May, 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.



[Signature]
Notary Public; State of Florida
Print Name: Josmin Martinez
My Commission Expires: 9/6/26
My Commission No.: HH309086

EXHIBIT "A"

LOCATION OF IMPROVEMENTS

Description of Improvements:

- Storm Water Management Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143, of the Public Records of Osceola County, Florida.
- Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143, of the Public Records of Osceola County, Florida.
- Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143, of the Public Records of Osceola County, Florida.
- Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143, of the Public Records of Osceola County, Florida.
- Roadway improvements located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143, of the Public Records of Osceola County, Florida.
- Underground electrical system located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

Toho Project Name: **Bridgewalk Ph. 2C**
Toho Project #: **220085**

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **Standard Pacific of Florida, LLC**, a Florida limited liability company (the "Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the Bridgewalk Community Development District, an independent special district established and created pursuant to Chapter 190, Florida Statutes ("District"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto the District, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the "Utility System") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services, for the District's subsequent conveyance to Tohopekaliga Water Authority. The assets being conveyed hereunder shall hereinafter be referred to as the "Utility Assets."

TO HAVE AND TO HOLD the same unto the District, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to the District that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Seller has caused this instrument to be executed as of the date and year written below.

SELLER:

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

By: Standard Pacific of Florida GP, LLC, a
Delaware limited liability company, its sole
member

By: _____
Mark McDonald, Authorized Agent

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

Date: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization on this _____ day of November, 2024, by Mark McDonald, as authorized
agent for Standard Pacific of Florida GP, LLC, a Delaware limited liability company, as the sole
member of Standard Pacific of Florida, LLC, on behalf of **STANDARD PACIFIC OF FLORIDA,
LLC**, a Florida limited liability company. Said person is ☐ personally known to me or ☐ has
produced a valid driver's license as identification.

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

Exhibit "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

BRIDGEWALK PHASE 2C, according to the plat thereof, as recorded in Plat Book 35, Page 66, of the Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT

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

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (the “**Agreement**”) is made as of this ____ day of November, 2024, is given 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 (hereinafter referred to as the “**TWA**”), by the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter referred to as the “**District**”).

RECITALS

WHEREAS, the District owns certain infrastructure improvements, as more fully described in the attached **Exhibit “A”** (collectively, the “**Improvements**”);

WHEREAS, both TWA and the District find it to be in the best interest of both parties for the District to transfer the Improvements to TWA to own, operate and maintain the Improvements; and

WHEREAS, the District desires to convey the Improvements to TWA for perpetual ownership, operation and maintenance, and TWA desires to accept the Improvements for perpetual ownership, operation and maintenance.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS that the District, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by TWA, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto TWA, its executors, administrators and assigns, and TWA hereby accepts, all of the District’s right, title and interest in and to the Improvements, to have and to hold the same unto TWA, its executors, administrators and assigns forever, together with all of the District’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 District 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 TWA, its successors and assigns, to and for its or their use, forever.

1. The District represents and warrants to TWA that the District has good and lawful right, title and interest in the Improvements and that the Improvements are free and clear of any and all liens or encumbrances, that the Improvements are in good working condition, 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.

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

3. 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 ON FOLLOWING PAGE]

COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT
Bridgewalk Community Development District (Phase 1B, 2A and 2B Plat)

IN WITNESS WHEREOF, the District has accepted and agreed, and executed this Bill of Sale Absolute and Agreement as of the date first above written.

DISTRICT:

ATTEST:

**BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: George S. Flint
Title: Secretary

By: _____
Name: 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 November, 2024, by Adam Morgan, as Chairman of the Board of Supervisors of the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, and was attested to by George S. Flint, as Secretary of the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, both for and on behalf of the District. Said person is ☐ personally known to me or ☐ have produced _____ as identification.

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

(NOTARY SEAL)

EXHIBIT “A”

DESCRIPTION OF THE IMPROVEMENTS

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT

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

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (the “**Agreement**”) is made as of this 18th day of November, 2024, is given to the **ORLANDO UTILITIES COMMISSION**, a statutory commission created by the laws of the State of Florida (hereinafter referred to as the “**OUC**”), by the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter referred to as the “**District**”).

RECITALS

WHEREAS, the District owns certain infrastructure improvements, as more fully described in the attached **Exhibit “A”** (collectively, the “**Improvements**”);

WHEREAS, both OUC and the District find it to be in the best interest of both parties for the District to transfer the Improvements to OUC to own, operate and maintain the Improvements; and

WHEREAS, the District desires to convey the Improvements to OUC for perpetual ownership, operation and maintenance, and OUC desires to accept the Improvements for perpetual ownership, operation and maintenance.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS that the District, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by OUC, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto OUC, its executors, administrators and assigns, and OUC hereby accepts, all of the District’s right, title and interest in and to the Improvements, to have and to hold the same unto OUC, its executors, administrators and assigns forever, together with all of the District’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 District 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 OUC, its successors and assigns, to and for its or their use, forever.

1. The District represents and warrants to OUC that the District has good and lawful right, title and interest in the Improvements and that the Improvements are free and clear of any and all liens or encumbrances, that the Improvements are in good working condition, 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.

2. The above recitals are true and correct and are incorporated herein by reference.
3. 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 ON FOLLOWING PAGE]

**COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT**

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

IN WITNESS WHEREOF, the District has accepted and agreed, and executed this Bill of Sale Absolute and Agreement as of the date first above written.

DISTRICT:

ATTEST:

**BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: George S. Flint
Title: Secretary

By: _____
Name: 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 November, 2024, by Adam Morgan, as Chairman of the Board of Supervisors of the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, and was attested to by George S. Flint, as Secretary of the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, both for and on behalf of the District. Said person is ☐ personally known to me or ☐ have produced _____ as identification.

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

(NOTARY SEAL)

EXHIBIT “A”

DESCRIPTION OF THE IMPROVEMENTS

-Underground electrical system located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT

Bridgewalk Community Development District

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (the “**Agreement**”) is made as of this ____ day of November, 2024, is given to the **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 2 Courthouse Square, Kissimmee, Florida 34741 (hereinafter referred to as the “**County**”), by the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter referred to as the “**District**”).

RECITALS

WHEREAS, the District financed the construction of certain infrastructure improvements, as more fully described in the attached **Exhibit “A”** (collectively, the “**Improvements**”);

WHEREAS, both the County and the District find it to be in the best interest of both parties for the District to transfer the Improvements to the County to own, operate and maintain the Improvements, in accordance with the plans for the development; and

WHEREAS, the District desires to convey the Improvements to the County for perpetual ownership, operation and maintenance.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS that the District, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the County, the receipt of which 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 County, its executors, administrators and assigns, and the County hereby accepts, all of the District’s right, title and interest in and to the Improvements, to have and to hold the same unto the County, its executors, administrators and assigns forever, together with all of the District’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 District 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 County, its successors and assigns, to and for its or their use, forever.

1. The District is not aware of any defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees related to the Improvements.
2. The above recitals are true and correct and are incorporated herein by reference.
3. 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 ON FOLLOWING PAGE]

SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT
Bridgewalk Community Development District

IN WITNESS WHEREOF, the District has accepted and agreed, and executed this Bill of Sale Absolute and Agreement as of the date first above written.

DISTRICT:

ATTEST:

**BRIDGEWALK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: George S. Flint
Title: Secretary

By: _____
Name: 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 November, 2024, by Adam Morgan, as Chairman of the Board of Supervisors of the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, and was attested to by George S. Flint, as Secretary of the **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT**, both for and on behalf of the District. Said person is ☐ personally known to me or ☐ have produced _____ as identification.

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

(NOTARY SEAL)

EXHIBIT “A”

DESCRIPTION OF THE IMPROVEMENTS

-Roadway improvements located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

OWNER'S AFFIDAVIT

Bridgewalk Community Development District (Phase 1B 2A and 2B Plat and Phase 2C 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 Waterford District Drive, Miami, Florida 33126 (the "Owner") and as Authorized Agent of Standard Pacific of Florida GP, LLC, a Delaware limited liability company, the Owner's sole member (the "Member"), 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 located within the boundary of the Bridgewalk Community Development District (the "Improvements"), as more particularly described on Exhibit "A" attached hereto, and that Affiant is the Vice President of the Owner and Authorized Agent of the Member, 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 to the Property that are included in the following plat: (1) 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, between the effective date of the Plat and the recording of the deed of conveyance, or the Improvements 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 Waterford District 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:

(Signature)

(Print Name)

(Signature)

(Print Name)

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

By: Standard Pacific of Florida GP, LLC, a
Delaware limited liability company, its sole
member

By: _____
Mark McDonald, Authorized Agent

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of November, 2024, by Mark McDonald, as authorized agent for Standard Pacific of Florida GP, LLC, a Delaware limited liability company, as the sole member of Standard Pacific of Florida, LLC, on behalf of **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company. Said person is ☐ personally known to me or ☐ has produced a valid driver's license as identification.

Notary Public; State of Florida

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.

IMPROVEMENTS

-Storm Water Management Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143, of the Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Roadway improvements located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Underground electrical system located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Storm Water Management Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

EXHIBIT “B”

Improvements Subsequently conveyed to Toho:

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Storm Water Management Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

Improvements Subsequently conveyed to Osceola County:

-Roadway improvements located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

Improvements Subsequently conveyed to OUC:

-Underground electrical system located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

AGREEMENT REGARDING TAXES

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

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of November, 2024, by and between **STANDARD PACIFIC OF FLORIDA, LLC**, a Florida limited liability company, whose address is 5505 Waterford District 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 Exhibit “A” 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 other land located within the boundary of the District, as described on Exhibit “A” 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 and/or Improvements, 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, or on the property where the Improvements are located, 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 and/or Improvements are not subsequently conveyed to another governmental entity, including Tohopekaliga Water Authority, 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 1B 2A and 2B Plat and Phase 2C Plat)

WITNESSES:

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

X _____

By: Standard Pacific of Florida GP, LLC, a
Delaware limited liability company, its sole
member

Print: _____

X _____

By: _____
Mark McDonald, Authorized Agent

Print: _____

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

ATTEST

X _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: Adam Morgan

Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract 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.

IMPROVEMENTS

-Storm Water Management Facilities located in the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

-Roadway improvements located in the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

-Underground electrical system located in the BRIDGEWALK PHASE 1B 2A AND 2B plat, as recorded in Plat Book 32, Page 143, Public Records of Osceola County, Florida.

-Storm Water Management Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

CERTIFICATE OF DISTRICT ENGINEER

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

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

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

2. That the District proposes to accept from Standard Pacific of Florida, LLC, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through land located within the boundary of the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”), and subsequently convey certain improvements described in Exhibit “B” 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 1B 2A and 2B Plat and Phase 2C Plat)

DATED: November 18, 2024



Broc Althafer, P.E.

State of Florida License No.: 72321
on behalf of the company,
Osceola Engineering, LLC

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 10th day of September, 2024 by **BROC ALTHAFER** of Osceola Engineering, LLC, a Florida limited liability company, on behalf of said company. Said person is ☒ personally known to me or [] has produced a valid driver's license as identification.

(SEAL)



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



Notary Public; State of Florida

Print Name: Carrie R Thompson
Comm. Exp.: 3/26/2025
Comm. No.: HH094596

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.

IMPROVEMENTS

-Storm Water Management Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143, of the Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Roadway improvements located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Underground electrical system located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Storm Water Management Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

EXHIBIT “B”

Improvements Subsequently conveyed to Toho:

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

-Storm Water Management Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Potable Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Sanitary Sewer Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

-Reclaimed Water Distribution Facilities located in the BRIDGEWALK PHASE 2C plat, as recorded in Plat Book 35, Page 66, Public Records of Osceola County, Florida.

Improvements Subsequently conveyed to Osceola County:

-Roadway improvements located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

Improvements Subsequently conveyed to OUC:

-Underground electrical system located in the BRIDGEWALK PHASE 1B, 2A AND 2B plat, as recorded in Plat Book 32, Page 143 of the Public Records of Osceola County, Florida.

SECTION VII

SECTION C

SECTION 1

Bridgewalk

Community Development District

Summary of Invoices

October 01, 2024- October 31, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	10/17/24	192	\$ 5,616.59
	10/23/24	193-196	9,010.46
	10/30/24	197	175.00
			<hr/>
			\$ 14,802.05
Payroll			
	<u>October 2024</u>		
	Adam Morgan	50099	\$ 184.70
	Brent Kewley	50100	\$ 184.70
	Kathryn Farr	50101	\$ 184.70
	Patrick Bonin Jr.	50102	\$ 184.70
			<hr/>
			\$ 738.80
TOTAL			<hr/>
			\$ 15,540.85

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/17/24	00001	10/01/24 71	202410 310-51300-34000		*	3,333.33	
			MANAGEMENT FEES OCT24				
		10/01/24 71	202410 310-51300-35200		*	105.00	
			WEBSITE ADMIN OCT24				
		10/01/24 71	202410 310-51300-35100		*	157.50	
			INFORMATION TECH OCT24				
		10/01/24 71	202410 310-51300-31300		*	612.50	
			DISSEMINATION FEE OCT24				
		10/01/24 71	202410 310-51300-51000		*	.30	
			OFFICE SUPPLIES				
		10/01/24 71	202410 310-51300-42000		*	14.31	
			POSTAGE				
		10/01/24 71	202410 310-51300-42500		*	2.40	
			COPIES				
		10/01/24 72	202410 320-53800-12000		*	1,391.25	
			FIELD MANAGEMENT OCT24				
				GOVERNMENTAL MANAGEMENT SERVICES			5,616.59 000192
10/23/24	00005	10/01/24 91486	202410 310-51300-54000		*	175.00	
			FY25 SPECIAL DISTRICT FEE				
				FLORIDACOMMERCE			175.00 000193
10/23/24	00008	9/25/24 109481	202409 320-53800-46400		*	240.50	
			RPR 3HEADS/NOZZLE/ROTATOR				
		10/01/24 113867	202410 320-53800-46200		*	7,529.00	
			MTHLY LANDSCAPE MNT OCT24				
				FLORIDA ULS OPERATING LLC DBA			7,769.50 000194
10/23/24	00002	10/15/24 131652	202409 310-51300-31500		*	775.21	
			MTG/ULS CONTRACT/EASEMENT				
				LATHAM, LUNA, EDEN & BEAUDINE, LLP			775.21 000195
10/23/24	00003	9/27/24 10122303	202409 310-51300-48000		*	290.75	
			NOT.OF FY25 MEETING DATES				
				ORLANDO SENTINEL			290.75 000196
10/30/24	00007	10/24/24 12262	202409 310-51300-31100		*	175.00	
			BOS MEETING 09/16/24				
				OSCEOLA ENGINEERING INC			175.00 000197
				TOTAL FOR BANK A		14,802.05	
				TOTAL FOR REGISTER		14,802.05	
				BWLK BRIDGEWALK			TVISCARRA

SECTION 2

Bridgewalk
Community Development District

Unaudited Financial Reporting
October 31, 2024



Table of Contents

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

Bridgewalk
Community Development District
Balance Sheet
October 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash - Truist Bank	\$ 323,335	\$ -	\$ -	\$ 323,335
Investments:				
Series 2022				
Reserve	\$ -	\$ 123,450	\$ -	\$ 123,450
Revenue	\$ -	\$ 98,969	\$ -	\$ 98,969
Construction	\$ -	\$ -	\$ 3,517	\$ 3,517
Series 2023				
Reserve	\$ -	\$ 189,409	\$ -	\$ 189,409
Revenue	\$ -	\$ 196,592	\$ -	\$ 196,592
Interest	\$ -	\$ 115	\$ -	\$ 115
Construction	\$ -	\$ -	\$ 2,833,577	\$ 2,833,577
State Board of Administration	\$ 120,542	\$ -	\$ -	\$ 120,542
Due From General Fund	\$ -	\$ 137,236	\$ -	\$ 137,236
Total Assets	\$ 443,877	\$ 745,771	\$ 2,837,095	\$ 4,026,743
Liabilities:				
Accounts Payable	\$ 1,500	\$ -	\$ 2,844,116	\$ 2,845,616
Due to Debt Service 2022	\$ 2,072	\$ -	\$ -	\$ 2,072
Due to Debt Service 2023	\$ 135,164	\$ -	\$ -	\$ 135,164
Total Liabilities	\$ 138,736	\$ -	\$ 2,844,116	\$ 2,982,852
Fund Balances:				
Assigned For Debt Service 2022	\$ -	\$ 224,491	\$ -	\$ 224,491
Assigned For Debt Service 2023	\$ -	\$ 521,280	\$ -	\$ 521,280
Assigned For Capital Projects 2022	\$ -	\$ -	\$ 3,517	\$ 3,517
Assigned For Capital Projects 2023	\$ -	\$ -	\$ (10,539)	\$ (10,539)
Unassigned	\$ 305,142	\$ -	\$ -	\$ 305,142
Total Fund Balances	\$ 305,142	\$ 745,770.65	\$ (7,022)	\$ 1,043,891
Total Liabilities & Fund Equity	\$ 443,877	\$ 745,771	\$ 2,837,095	\$ 4,026,743

Bridgewalk

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/24	Thru 10/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 278,940	\$ -	\$ -	\$ -
Special Assessments - Direct Billed	\$ 212,533	\$ 106,266	\$ 106,266	\$ -
Interest	\$ 12,000	\$ -	\$ 514	\$ 514
Total Revenues	\$ 503,473	\$ 106,266	\$ 106,780	\$ 514
Expenditures:				
Administrative:				
Supervisor Fees	\$ 12,000	\$ 1,000	\$ 800	\$ 200
FICA Expense	\$ 918	\$ 77	\$ 61	\$ 15
Engineering Fees	\$ 9,500	\$ 792	\$ -	\$ 792
Attorney	\$ 25,000	\$ 2,083	\$ -	\$ 2,083
Arbitrage	\$ 900	\$ -	\$ -	\$ -
Dissemination	\$ 7,350	\$ 613	\$ 613	\$ -
Dissemination - DTS	\$ -	\$ -	\$ 1,500	\$ (1,500)
Annual Audit	\$ 4,600	\$ -	\$ -	\$ -
Trustee Fees	\$ 8,100	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,565	\$ 5,565	\$ 5,565	\$ -
Management Fees	\$ 40,000	\$ 3,333	\$ 3,333	\$ 0
Information Technology	\$ 1,890	\$ 158	\$ 158	\$ -
Website Maintenance	\$ 1,260	\$ 105	\$ 105	\$ -
Telephone	\$ 300	\$ 25	\$ -	\$ 25
Postage	\$ 1,000	\$ 83	\$ 14	\$ 69
Printing & Binding	\$ 1,000	\$ 83	\$ 2	\$ 81
Insurance	\$ 6,119	\$ 6,119	\$ 5,952	\$ 167
Legal Advertising	\$ 2,500	\$ 208	\$ -	\$ 208
Other Current Charges	\$ 600	\$ 50	\$ 54	\$ (4)
Office Supplies	\$ 625	\$ 52	\$ 0	\$ 52
Property Appraiser	\$ 400	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Administrative:	\$ 129,802	\$ 20,521	\$ 18,332	\$ 2,189

Bridgewalk

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/24	Thru 10/31/24	Variance
<u>Operations & Maintenance</u>				
Field Services	\$ 16,695	\$ 1,391	\$ 1,391	\$ -
Property Insurance	\$ 7,500	\$ 7,500	\$ 2,129	\$ 5,371
Electric	\$ 2,400	\$ 200	\$ 37	\$ 163
Streetlights	\$ 157,123	\$ 13,094	\$ 5,534	\$ 7,559
Water & Sewer	\$ 41,020	\$ 3,418	\$ 3,315	\$ 104
Landscape Maintenance	\$ 118,560	\$ 9,880	\$ 7,529	\$ 2,351
Landscape Contingency	\$ 10,000	\$ 833	\$ -	\$ 833
Irrigation Repairs	\$ 3,864	\$ 322	\$ -	\$ 322
Lake Maintenance	\$ 15,000	\$ 1,250	\$ -	\$ 1,250
Contingency	\$ 2,500	\$ 208	\$ -	\$ 208
Repairs & Maintenance	\$ 2,500	\$ 208	\$ -	\$ 208
<u>Springhead Lake South</u>				
Streetlights	\$ 24,000	\$ 2,000	\$ -	\$ 2,000
Landscape Maintenance	\$ 24,279	\$ 2,023	\$ -	\$ 2,023
Lake Maintenance	\$ 2,730	\$ 228	\$ -	\$ 228
Janitorial Services	\$ 750	\$ 63	\$ -	\$ 63
Boat Dock Maintenance	\$ 2,500	\$ 208	\$ -	\$ 208
Total Operations & Maintenance:	\$ 431,421	\$ 42,827	\$ 19,935	\$ 22,892
Total Expenditures	\$ 561,223	\$ 63,348	\$ 38,267	\$ 25,081
Excess Revenues (Expenditures)	\$ (57,750)		\$ 68,513	
Fund Balance - Beginning	\$ 57,750		\$ 236,629	
Fund Balance - Ending	\$ -		\$ 305,142	

Bridgewalk

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/24	Thru 10/31/24	Variance
<u>Revenues:</u>				
Special Assessments	\$ 246,900	\$ -	\$ -	\$ -
Interest	\$ 11,500	\$ 958	\$ 838	\$ (120)
Total Revenues	\$ 258,400	\$ 958	\$ 838	\$ (120)
<u>Expenditures:</u>				
Series 2022				
Interest - 12/15	\$ 74,906	\$ -	\$ -	\$ -
Principal - 06/15	\$ 95,000	\$ -	\$ -	\$ -
Interest - 06/15	\$ 74,906	\$ -	\$ -	\$ -
Total Expenditures	\$ 244,813	\$ -	\$ -	\$ -
<u>Other Sources/(Uses)</u>				
Transfer In/(Out)	\$ (5,700)	\$ -	\$ (466)	\$ 466
Total Other Financing Sources (Uses)	\$ (5,700)	\$ -	\$ (466)	\$ 466
Excess Revenues (Expenditures)	\$ 7,888		\$ 372	
Fund Balance - Beginning	\$ 99,872		\$ 224,119	
Fund Balance - Ending	\$ 107,760		\$ 224,491	

Bridgewalk

Community Development District

Debt Service Fund - Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/24	Thru 10/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 107,060	\$ -	\$ -	\$ -
Special Assessments - Direct Billed	\$ 270,327	\$ 135,164	\$ 135,164	\$ -
Interest	\$ 6,000	\$ 500	\$ 976	\$ 476
Total Revenues	\$ 383,387	\$ 135,664	\$ 136,140	\$ 476
Expenditures:				
Series 2023				
Interest - 12/15	\$ 155,569	\$ -	\$ -	\$ -
Principal - 12/15	\$ 40,000	\$ -	\$ -	\$ -
Interest - 06/15	\$ 154,469	\$ -	\$ -	\$ -
Total Expenditures	\$ 350,038	\$ -	\$ -	\$ -
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 33,350		\$ 136,140	
Fund Balance - Beginning	\$ 199,404		\$ 385,140	
Fund Balance - Ending	\$ 232,754		\$ 521,280	

Bridgewalk

Community Development District Capital Projects Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 11	\$ 11
Total Revenues	\$ -	\$ -	\$ 11	\$ 11
Expenditures:				
Series 2022				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 466	\$ (466)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 466	\$ (466)
Excess Revenues (Expenditures)	\$ -		\$ 477	
Fund Balance - Beginning	\$ -		\$ 3,040	
Fund Balance - Ending	\$ -		\$ 3,517	

Bridgewalk

Community Development District

Capital Projects Fund - Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/24	Thru 10/31/24	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 10,646	\$ 10,646
Total Revenues	\$ -	\$ -	\$ 10,646	\$ 10,646
Expenditures:				
Series 2023				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 10,646	
Fund Balance - Beginning	\$ -		\$ (21,185)	
Fund Balance - Ending	\$ -		\$ (10,539)	

Bridgewalk
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Assessments - Direct Billed	\$ 106,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	106,266
Interest	\$ 514	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	514
													\$ -
Total Revenues	\$ 106,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	106,780
Expenditures:													
Administrative:													
Supervisor Fees	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
FICA Expense	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	61
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	613
Dissemination - DTS	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,500
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,565
Management Fees	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,333
Information Technology	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	158
Website Maintenance	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	105
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage	\$ 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14
Printing & Binding	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2
Insurance	\$ 5,952	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,952
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Current Charges	\$ 54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	54
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total Administrative:	\$ 18,332	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	18,332
Operations & Maintenance													
Field Services	\$ 1,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,391
Property Insurance	\$ 2,129	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,129
Electric	\$ 37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	37
Streetlights	\$ 5,534	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,534
Water & Sewer	\$ 3,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,315
Landscape Maintenance	\$ 7,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,529
Landscape Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Springhead Lake South													
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Boat Dock Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance:	\$ 19,935	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19,935
Total Expenditures	\$ 38,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	38,267
Excess Revenues (Expenditures)	\$ 68,513	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	68,513

Bridgewalk

Community Development District

Long Term Debt Report

SERIES 2022, SPECIAL ASSESSMENT BONDS ASSESSMENT AREA ONE PROJECT		
OPTIONAL REDEMPTION DATE:	6/15/2032	
INTEREST RATES:	2.500%, 3.000%, 3.250%, 4.000%	
MATURITY DATE:	12/15/2052	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$123,450	
RESERVE FUND BALANCE	\$123,450	
BONDS OUTSTANDING - 02/22/22		\$4,440,000
LESS: PRINCIPAL PAYMENT - 06/15/23		(\$90,000)
LESS: PRINCIPAL PAYMENT - 06/15/24		(\$95,000)
CURRENT BONDS OUTSTANDING		\$4,255,000

SERIES 2023, SPECIAL ASSESSMENT BONDS ASSESSMENT AREA TWO PROJECT		
OPTIONAL REDEMPTION DATE:	12/15/2033	
INTEREST RATES:	5.500%, 6.250%, 6.500%	
MATURITY DATE:	12/15/2053	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$188,694	
RESERVE FUND BALANCE	\$189,409	
BONDS OUTSTANDING - 11/16/23		\$4,930,000
CURRENT BONDS OUTSTANDING		\$4,930,000

Gross Assessments	\$ 296,573.12	\$ 262,943.48	\$ 113,893.89	\$ 673,410.49
Net Assessments	\$ 278,778.73	\$ 247,166.87	\$ 107,060.26	\$ 633,005.86

44.04% 39.05% 16.91% 100.00%

0.00%	Net Percent Collected
\$ 633,005.86	Balance Remaining to Collect

STANDARD PACIFIC OF FLORIDA	\$482,860.03	\$212,532.79	\$270,327.24
-----------------------------	--------------	--------------	--------------

10

Bridgewalk COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Bonds, Series 2022

Date	Requisition #	Contractor	Description	Requisition
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
3/15/24	5	Latham, Luna, Eden & Beaudine	Invoice #122616 - Services for Phase 2A Lift Station Conveyance to TWA - Nov.23	\$ 1,036.00
3/15/24	6	Osceola Engineering Inc.	Invoice #11602-1 - Prepare requisition for remaining costs. - Nov.23	\$ 175.00
3/15/24	7	Lennar Homes LLC	Unfunded portion of infrastructure costs fo AA1.	\$ 23,079.42
TOTAL				\$ 24,458.42
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
3/1/24		Interest		\$ 89.84
3/4/24		Transfer from Reserve		\$ 467.71
4/1/24		Interest		\$ 44.17
4/2/24		Transfer from Reserve		\$ 500.00
5/1/24		Interest		\$ 2.06
5/2/24		Transfer from Reserve		\$ 483.24
6/3/24		Interest		\$ 4.11
6/4/24		Transfer from Reserve		\$ 499.91
7/1/24		Interest		\$ 5.81
7/2/24		Transfer from Reserve		\$ 484.05
8/1/24		Interest		\$ 8.13
8/2/24		Transfer from Reserve		\$ 499.86
9/3/24		Interest		\$ 10.16
9/4/24		Transfer from Reserve		\$ 498.70
TOTAL				\$ 6,534.77
Project (Construction) Fund at 09/30/23				\$ 20,963.85
Interest Earned/Transferred Funds thru 9/30/24				\$ 6,534.77
Requisitions Paid thru 9/30/24				\$ (24,458.42)
Remaining Project (Construction) Fund				\$ 3,040.20

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
TOTAL				\$ -
Fiscal Year 2025				
10/2/23		Interest		\$ 11.27
10/3/23		Transfer from Reserve		\$ 465.90
TOTAL				\$ 477.17
Project (Construction) Fund at 09/30/24				\$ 3,040.20
Interest Earned/Transferred Funds thru 10/31/25				\$ 477.17
Requisitions Paid thru 10/31/25				\$ -
Remaining Project (Construction) Fund				\$ 3,517.37

Bridgewalk COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Bonds, Series 2023

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2024				
3/13/24	1	Osceola Engineering Inc.	Invoices #11601-1 & 11673 - Update engineer's report & prep reimbursement req.	\$ 6,925.00
3/15/24	2	Lennar Homes LLC	Reimbursement of infrastructure costs for Phase 1B.	\$ 1,712,131.73
6/5/24	3	Osceola Engineering Inc.	Invoice #11781 - Preparation of Req.2	\$ 700.00
6/5/24	4	Latham, Luna, Eden & Beaudine, LLP	Voided	\$ -
8/16/24	5	Latham, Luna, Eden & Beaudine, LLP	Invoice #129861 - Prepare update for conveyances for Phase 1B, 2A & 2B	\$ 270.00
TOTAL				\$ 1,720,026.73
Fiscal Year 2024				
12/1/23		Interest		\$ 8,738.54
1/2/24		Interest		\$ 18,060.99
2/1/24		Interest		\$ 18,060.23
3/1/24		Interest		\$ 16,853.46
4/1/24		Interest		\$ 14,258.07
5/1/24		Interest		\$ 10,806.57
5/16/24		Transfer from Reserve		\$ 4,170.68
6/3/24		Interest		\$ 11,231.97
7/1/24		Interest		\$ 10,917.18
8/1/24		Interest		\$ 11,325.80
9/3/24		Interest		\$ 11,344.64
9/10/24		Transfer from Reserve		\$ 3,056.23
TOTAL				\$ 138,824.36
Project (Construction) Fund at 11/16/23				\$ 4,404,134.05
Interest Earned/Transferred Funds thru 9/30/24				\$ 138,824.36
Requisitions Paid thru 9/30/24				\$ (1,720,026.73)
Remaining Project (Construction) Fund				\$ 2,822,931.68
Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2025				
TOTAL				\$ -
Fiscal Year 2025				
10/1/24		Interest		\$ 10,645.74
TOTAL				\$ 10,645.74
Project (Construction) Fund at 09/30/24				\$ 2,822,931.68
Interest Earned/Transferred Funds thru 10/31/25				\$ 10,645.74
Requisitions Paid thru 10/31/25				\$ -
Remaining Project (Construction) Fund				\$ 2,833,577.42