

*Riverwalk
Community Development District*

Meeting Agenda

July 19, 2023

AGENDA

Riverwalk

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

July 12, 2023

**Board of Supervisors
Riverwalk
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Riverwalk Community Development District** will be held on **Wednesday, July 19, 2023 at 3:30 PM at 6200 Lee Vista Blvd., Suite 300, Orlando, FL 32822.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 19, 2023 Board of Supervisors Meeting
4. Organizational Matters
 - A. Administration of Oath of Office to Newly Elected Board Member (Justin Grauer)
5. Public Hearing
 - A. Consideration of Resolution 2023-14 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2023-15 Imposing Special Assessments and Certifying an Assessment Roll
6. Consideration of Resolution 2023-16 Appointing an Assistant Treasurer
7. Consideration of Resolution 2023-17 Re-Designating Bank Account Signatories
8. Ratification of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
9. Consideration of Acquisition Agreement
10. Consideration of Acquisition of Water and Sewer Infrastructure Improvements
 - A. Riverwalk Phase 1A
 - B. Econ Segment E2 Phase 1
 - C. Econ Segment E2 Phase 2A
11. Consideration of Bill of Sale for Water and Sewer Improvements
12. Consideration of Stormwater Pond Acquisition
13. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register

- ii. Balance Sheet and Income Statement
- iii. Ratification of Funding Requests 11-12
- iv. Approval of Fiscal Year 2024 Meeting Dates
- v. Presentation of Number of Registered Voters: 0

- 14. Other Business
- 15. Supervisor's Requests
- 16. Adjournment

Sincerely,

George S. Flint

George S. Flint
District Manager

MINUTES

MINUTES OF MEETING
RIVERWALK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Riverwalk Community Development District was held Wednesday, April 19, 2023 at 3:30 p.m. at 6200 Lee Vista Boulevard, Suite 300, Orlando, Florida.

Present and constituting a quorum were:

Eric Baker	Vice Chairman
Mary Burns	Assistant Secretary
Val Lescano	Assistant Secretary

Also present were:

George Flint	District Manager
Ryan Dugan <i>by phone</i>	District Counsel
John Townsend	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the March 15,
2023 Board of Supervisors Meeting**

Mr. Flint presented the minutes from the March 15, 2023 meeting and asked the Board for any comments or corrections.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Approval of the Minutes from March 15, 2023 Board of Supervisors Meeting, were approved as presented.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-13
Approving the Proposed Fiscal Year 2023
Budget and Setting a Public Hearing**

Mr. Flint stated that each year the Board has to approve what is called a proposed budget by June 15th and set the public hearing at least 60 days from the date the proposed budget is approved. The resolution included recommends the hearing be at the July 19, 2023 meeting at 3:30 p.m. in this location. Mr. Flint noted that attached to the resolution as Exhibit ‘A’ is the proposed budget. It is not binding on the Board and is just the start of the process. Changes can be made between now and the public hearing if needed.

Mr. Flint stated that they anticipate operating and maintenance assessments will be in place for FY24 which starts on October 1st. Mr. Flint stated that Phase 1A plats have been recorded and 1C is about to be recorded. Mr. Townsend stated that they are trying to power the lift station right now so it will probably be another month before that, so probably July or August but that does not mean they can’t sell. Mr. Flint noted O&M would have to be in place. Mr. Flint noted that there are 375 assessable units in 1A and 1C and they applied the build out per unit amount to those units and then showed the differences of developer contribution for now. He noted what that does is it makes sure the assessments are not high in the first year when there is a lot of extra infrastructure that there aren’t units to spread across. Mr. Flint stated that hopefully these come down a little bit as they refine this between now and the public hearing but there is pretty good flexibility here. He noted a mailed noticed would be done before the public hearing but the mailed notice is going to go to Pulte. He noted the mailed notice needs to go now when Pulte owns everything and be a little higher rather than lower because if it is lower then there is an issue having to increase and would have to do another mailed notice.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Resolution 2023-13 Approval of Proposed Fiscal Year 2023 Budget and Setting a Public Hearing for July 19, 2023 at 3:30 p.m., was approved.

FIFTH ORDER OF BUSINESS

Ratification of Requisitions 8-10

Mr. Flint presented requisitions 8, 9, and 10. He noted 8 is for District Management and some legal advertising for the hearings, 9 is for legal services and some of those are related to the

bond validation and some are general counsel services. Funding request 10 is for some general engineering services and District Management. These have been sent to the developer pursuant to the funding agreement that is in place so they were asking for the Board to ratify these.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Funding Requests 8-10, were ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Dugan stated this morning there was a bond validation hearing for the District’s bonds and the judge agreed to validate the bonds and the assessments as expected. The next step is the judge has to sign the final judgement and that basically starts from the date that it is signed a 30-day appeal period where the state would have that opportunity to appeal the final judgement which is not anticipated. He noted once the appeal period runs, that is the first technical day that bonds can be issued going forward for the District. He stated no action from the Board is needed on that.

Mr. Dugan noted with the budget process, he will proceed with the required statutory notice for the budget as well as the assessments. Mr. Dugan stated that he will coordinate with George on getting the budget mailed to the county and posted on the website.

B. Engineer

Mr. Townsend stated that he had nothing to report. He stated that they are trying to get water cleared now so they can go vertical on the models.

C. District Manager’s Report

i. Approval of Check Register

Mr. Flint presented the check register for the general fund from March 8th through April 11th totaling \$21,356.53 and the detail is behind the summary if you have any questions, if not I ask for a motion to approve it.

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

ii. Balance Sheet and Income Statement

Mr. Flint provided an update on unaudited financials through the end of February. He offered to answer any questions that the Board had.

SEVENTH ORDER OF BUSINESS

Other Business

Mr. Baker asked if it has been outlined as far as what is going to be City of Orlando District and HOA from a landscaping perspective on a map. Mr. Flint stated the plats from 1A and 1C were finished. Mr. Baker stated that he was just trying to finalize his budget. Mr. Flint noted that amenities are HOA. Mr. Flint stated that they will have to maintain the city right of way and then if there are common area tracts that are needed to be maintained, that can be included.

Mr. Lescano stated he thought all open spaces were pretty much CDD, including the ponds. Mr. Townsend stated he would like to do what was done for Windsor Island for Windsor at Westside, there were the maps highlighting what is HOA and what is CDD. He noted at some point someone is going to ask that at a meeting and he wants to be able to say here they are. Mr. Flint asked District Engineer, Mr. Townsend, if that is something he could help with. He noted that normally the District Engineer puts a colored coded map together.

Mr. Baker asked if it could show ponds, landscaping, etc. Mr. Baker asked if that would be available for the next meeting. Mr. Townsend stated yes, he would get a map that shows what is CDD owned and CDD maintained because it could be overlapping.

EIGHTH ORDER OF BUSINESS

Supervisor’s Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Baker, seconded by Ms. Burns with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

RESOLUTION 2023-14

THE ANNUAL APPROPRIATION RESOLUTION OF THE RIVERWALK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2023, submitted to the Board of Supervisors (“**Board**”) of the Riverwalk Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Riverwalk Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF JULY, 2023.

ATTEST:

**RIVERWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

Riverwalk
Community Development District

Proposed Budget
FY2024



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Riverwalk
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 5/31/23	Projected Next 4 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ -	\$ -	\$ -	\$ -	\$ 253,202
Developer Contributions	\$ 138,170	\$ 49,665	\$ 37,820	\$ 87,485	\$ 107,133
Total Revenues	\$ 138,170	\$ 49,665	\$ 37,820	\$ 87,485	\$ 360,335

Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ -	\$ 4,000	\$ 4,000	\$ 12,000
FICA Expense	\$ 918	\$ -	\$ 306	\$ 306	\$ 918
Engineering	\$ 15,000	\$ 1,923	\$ 2,000	\$ 3,923	\$ 13,000
Attorney	\$ 25,000	\$ 8,543	\$ 6,102	\$ 14,644	\$ 25,000
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 4,042	\$ -	\$ -	\$ -	\$ 4,042
Management Fees	\$ 40,000	\$ 26,667	\$ 13,333	\$ 40,000	\$ 40,000
Information Technology	\$ 1,800	\$ 1,200	\$ 600	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 2,550	\$ 400	\$ 2,950	\$ 1,200
Telephone	\$ 300	\$ -	\$ 100	\$ 100	\$ 300
Postage & Delivery	\$ 1,000	\$ 26	\$ 20	\$ 46	\$ 1,000
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,500
Copies	\$ 1,000	\$ 64	\$ 32	\$ 96	\$ 500
Legal Advertising	\$ 10,000	\$ 10,485	\$ 2,000	\$ 12,485	\$ 10,000
Contingencies	\$ 5,000	\$ -	\$ 1,667	\$ 1,667	\$ 2,500
Office Supplies	\$ 625	\$ 37	\$ 37	\$ 74	\$ 250
Travel Per Diem	\$ 660	\$ -	\$ 220	\$ 220	\$ 500
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative Expenditures	\$ 138,170	\$ 56,668	\$ 30,817	\$ 87,485	\$ 133,135

Riverwalk
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 5/31/23	Projected Next 4 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<i>Field Operations</i>					
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 54,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 9,500
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Landscape Contingencies	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 5,500
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 5,200
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Total Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 227,200
Total Expenditures	\$ 138,170	\$ 56,668	\$ 30,817	\$ 87,485	\$ 360,335
Excess Revenues/(Expenditures)	\$ -	\$ (7,003)	\$ 7,004	\$ -	\$ -

Product Type	ERU	Assessable Units	Total ERU	Net Assessment	Net Per Unit	Gross Per Unit
Townhouse	0.4	64	25.6	\$21,687.55	\$338.87	\$360.50
Bundgalow - 34'	0.68	146	99.28	\$84,107.01	\$576.08	\$612.85
Bundgalow - 40'	0.8	9	7.20	\$6,099.62	\$677.74	\$721.00
Bundgalow - 45'	0.90	2	1.80	\$1,524.91	\$762.45	\$811.12
Single Family - 50'	1	99	99	\$83,869.80	\$847.17	\$901.24
Single Family - 60'	1.2	55	66	\$55,913.20	\$1,016.60	\$1,081.49
		375	298.88	\$253,202.09		

Riverwalk

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District to pay for operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer, Donald W. McIntosh Associates, Inc., provides general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kutak Rock, LLP, provides general legal services to the District, e.g., attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

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

Assessment Administration

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

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Riverwalk

Community Development District

General Fund Budget

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

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

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

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

Legal Advertising

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

Riverwalk

Community Development District

General Fund Budget

Contingencies

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

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

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

Field Expenditures:

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Property Insurance

The District's estimated property insurance coverages.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Streetlights

Encompasses the budgeted amount for the District's decorative light poles and fixtures in various locations.

Water & Sewer

Represents estimated costs for water and refuse services provided for common areas throughout the District.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Enhancement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Riverwalk
Community Development District
General Fund Budget

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

Lake Maintenance

Represents the estimated costs of maintaining the lake for the District.

Fountain Maintenance

Represents the estimated costs of maintaining the fountain for the District.

Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Riverwalk
Community Development District
Buildout Budget
General Fund

Description	Buildout Budget
<u>Revenues</u>	
Assessment - Tax Roll	\$ 700,423
Total Revenues	\$ 700,423
<u>Expenditures</u>	
<i>General & Administrative</i>	
Supervisor Fees	\$ 12,000
FICA Expense	\$ 918
Engineering	\$ 13,000
Attorney	\$ 25,000
Annual Audit	\$ 7,000
Assessment Administration	\$ 7,500
Arbitrage	\$ 1,350
Dissemination	\$ 8,000
Trustee Fees	\$ 12,126
Management Fees	\$ 50,000
Information Technology	\$ 1,908
Website Maintenance	\$ 1,272
Telephone	\$ 300
Postage & Delivery	\$ 1,000
Insurance	\$ 5,300
Copies	\$ 500
Legal Advertising	\$ 12,000
Contingencies	\$ 5,000
Office Supplies	\$ 250
Travel Per Diem	\$ 500
Dues, Licenses & Subscriptions	\$ 175
Total Administrative Expenditures	\$ 165,099

Riverwalk

Community Development District

Buildout Budget

General Fund

Description	Buildout Budget
<i>Field Operations</i>	
Field Management	\$ 18,500
Property Insurance	\$ 20,000
Electric	\$ 5,000
Streetlights	\$ 157,824
Water & Sewer	\$ 25,000
Landscape Maintenance	\$ 190,000
Landscape Enhancement	\$ 35,000
Irrigation Repairs	\$ 17,000
Lake Maintenance	\$ 25,000
Fountain Maintenance	\$ 15,000
Repairs & Maintenance	\$ 17,000
Contingency	\$ 10,000
Total Field Expenditures	\$ 535,324
Total Expenditures	\$ 700,423
Excess Revenues/(Expenditures)	\$ -

Product Type	ERU	Gross Per Unit
Townhouse	0.4	\$360.50
Bundgalow - 34'	0.68	\$612.85
Bundgalow - 40'	0.8	\$721.00
Bundgalow - 45'	0.90	\$811.12
Single Family - 50'	1	\$901.24
Single Family - 60'	1.2	\$1,081.49

SECTION B

RESOLUTION 2023-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWALK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riverwalk Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Orange County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A;"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method

by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments imposed on the Direct Collect Property will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that,

to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED this 19th day of July 2023.

ATTEST:

**RIVERWALK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A
Budget

Riverwalk
Community Development District

Proposed Budget
FY2024



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3-6 General Fund Narrative

7-8 Apendix A: Buildout Budget

Riverwalk
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 5/31/23	Projected Next 4 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ -	\$ -	\$ -	\$ -	\$ 253,202
Developer Contributions	\$ 138,170	\$ 49,665	\$ 37,820	\$ 87,485	\$ 107,133
Total Revenues	\$ 138,170	\$ 49,665	\$ 37,820	\$ 87,485	\$ 360,335

Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ -	\$ 4,000	\$ 4,000	\$ 12,000
FICA Expense	\$ 918	\$ -	\$ 306	\$ 306	\$ 918
Engineering	\$ 15,000	\$ 1,923	\$ 2,000	\$ 3,923	\$ 13,000
Attorney	\$ 25,000	\$ 8,543	\$ 6,102	\$ 14,644	\$ 25,000
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 4,042	\$ -	\$ -	\$ -	\$ 4,042
Management Fees	\$ 40,000	\$ 26,667	\$ 13,333	\$ 40,000	\$ 40,000
Information Technology	\$ 1,800	\$ 1,200	\$ 600	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 2,550	\$ 400	\$ 2,950	\$ 1,200
Telephone	\$ 300	\$ -	\$ 100	\$ 100	\$ 300
Postage & Delivery	\$ 1,000	\$ 26	\$ 20	\$ 46	\$ 1,000
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,500
Copies	\$ 1,000	\$ 64	\$ 32	\$ 96	\$ 500
Legal Advertising	\$ 10,000	\$ 10,485	\$ 2,000	\$ 12,485	\$ 10,000
Contingencies	\$ 5,000	\$ -	\$ 1,667	\$ 1,667	\$ 2,500
Office Supplies	\$ 625	\$ 37	\$ 37	\$ 74	\$ 250
Travel Per Diem	\$ 660	\$ -	\$ 220	\$ 220	\$ 500
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative Expenditures	\$ 138,170	\$ 56,668	\$ 30,817	\$ 87,485	\$ 133,135

Riverwalk
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 5/31/23	Projected Next 4 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<i>Field Operations</i>					
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 54,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 9,500
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Landscape Contingencies	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 5,500
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 5,200
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Total Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 227,200
Total Expenditures	\$ 138,170	\$ 56,668	\$ 30,817	\$ 87,485	\$ 360,335
Excess Revenues/(Expenditures)	\$ -	\$ (7,003)	\$ 7,004	\$ -	\$ -

Product Type	ERU	Assessable Units	Total ERU	Net Assessment	Net Per Unit	Gross Per Unit
Townhouse	0.4	64	25.6	\$21,687.55	\$338.87	\$360.50
Bundgalow - 34'	0.68	146	99.28	\$84,107.01	\$576.08	\$612.85
Bundgalow - 40'	0.8	9	7.20	\$6,099.62	\$677.74	\$721.00
Bundgalow - 45'	0.90	2	1.80	\$1,524.91	\$762.45	\$811.12
Single Family - 50'	1	99	99	\$83,869.80	\$847.17	\$901.24
Single Family - 60'	1.2	55	66	\$55,913.20	\$1,016.60	\$1,081.49
		375	298.88	\$253,202.09		

Riverwalk

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District to pay for operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer, Donald W. McIntosh Associates, Inc., provides general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kutak Rock, LLP, provides general legal services to the District, e.g., attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

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

Assessment Administration

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

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Riverwalk

Community Development District

General Fund Budget

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

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

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

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

Legal Advertising

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

Riverwalk

Community Development District

General Fund Budget

Contingencies

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

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

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

Field Expenditures:

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Property Insurance

The District's estimated property insurance coverages.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Streetlights

Encompasses the budgeted amount for the District's decorative light poles and fixtures in various locations.

Water & Sewer

Represents estimated costs for water and refuse services provided for common areas throughout the District.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Enhancement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Riverwalk
Community Development District
General Fund Budget

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

Lake Maintenance

Represents the estimated costs of maintaining the lake for the District.

Fountain Maintenance

Represents the estimated costs of maintaining the fountain for the District.

Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Riverwalk
Community Development District
Buildout Budget
General Fund

Description	Buildout Budget
<u>Revenues</u>	
Assessment - Tax Roll	\$ 700,423
Total Revenues	\$ 700,423
<u>Expenditures</u>	
<i>General & Administrative</i>	
Supervisor Fees	\$ 12,000
FICA Expense	\$ 918
Engineering	\$ 13,000
Attorney	\$ 25,000
Annual Audit	\$ 7,000
Assessment Administration	\$ 7,500
Arbitrage	\$ 1,350
Dissemination	\$ 8,000
Trustee Fees	\$ 12,126
Management Fees	\$ 50,000
Information Technology	\$ 1,908
Website Maintenance	\$ 1,272
Telephone	\$ 300
Postage & Delivery	\$ 1,000
Insurance	\$ 5,300
Copies	\$ 500
Legal Advertising	\$ 12,000
Contingencies	\$ 5,000
Office Supplies	\$ 250
Travel Per Diem	\$ 500
Dues, Licenses & Subscriptions	\$ 175
Total Administrative Expenditures	\$ 165,099

Riverwalk

Community Development District

Buildout Budget

General Fund

Description	Buildout Budget
<i>Field Operations</i>	
Field Management	\$ 18,500
Property Insurance	\$ 20,000
Electric	\$ 5,000
Streetlights	\$ 157,824
Water & Sewer	\$ 25,000
Landscape Maintenance	\$ 190,000
Landscape Enhancement	\$ 35,000
Irrigation Repairs	\$ 17,000
Lake Maintenance	\$ 25,000
Fountain Maintenance	\$ 15,000
Repairs & Maintenance	\$ 17,000
Contingency	\$ 10,000
Total Field Expenditures	\$ 535,324
Total Expenditures	\$ 700,423
Excess Revenues/(Expenditures)	\$ -

Product Type	ERU	Gross Per Unit
Townhouse	0.4	\$360.50
Bundgalow - 34'	0.68	\$612.85
Bundgalow - 40'	0.8	\$721.00
Bundgalow - 45'	0.90	\$811.12
Single Family - 50'	1	\$901.24
Single Family - 60'	1.2	\$1,081.49

Exhibit B
Assessment Roll

SECTION VI

RESOLUTION 2023-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWALK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN ASSISTANT TREASURER OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Riverwalk Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Orange County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

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

SECTION 1. Darrin Mossing, Sr. is appointed Assistant Treasurer.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of July 2023.

ATTEST:

**RIVERWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION VII

RESOLUTION 2023-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERWALK COMMUNITY DEVELOPMENT DISTRICT APPOINTING THE DISTRICT'S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT'S LOCAL BANK ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Riverwalk Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Orange County, Florida; and

WHEREAS, the District's Board of Supervisors desires to appoint the District's appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District's local bank account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVERWALK COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The District's appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District's local bank account.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 19th day of July 2023.

ATTEST:

**RIVERWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION VIII



NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 31 day of May 2023 between **AMY MERCADO** as Orange County Property Appraiser (Property Appraiser) and, **Riverwalk CDD** (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2023.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
 - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2023 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
 - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
 - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
 - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
 - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
 - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:
 - A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non- ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
 - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
 - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
 - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to \$0 per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

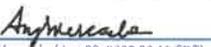
Riverwalk CDD
Governmental Management Services
Central Florida, LLC
George Flint
219 East Livingston Street
Orlando, FL 32801
gflint@gmscfl.com
Phone: (407) 841-5524

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance
Orange County Property Appraiser
200 S. Orange Ave., Suite 1700
Orlando, FL 32801
ccrespo@ocpaf1.org
(407) 836-5353

11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

ORANGE COUNTY PROPERTY APPRAISER

Signed 
Amy Mercado (Jun 28, 2023 23:12 EDT)
AMY MERCADO, MBA

Date Jun 28, 2023

RIVERWALK CDD

Name 

Signed George S. Flint, District Manager

Date 6/28/23

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st, Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

June 1

- Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 15

- Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

August 4

- The Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

August 24

- Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

September 3 – October 3

- Taxing Authority holds initial and final public budget hearing.

September 15

- Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

SKM_C55823062815450

Final Audit Report

2023-06-29

Created:	2023-06-28
By:	Angela Rivera (arivera@ocpafll.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAofzGQvb4r79M_vp8c8J7Rm923qoLUjOK

"SKM_C55823062815450" History

-  Document created by Angela Rivera (arivera@ocpafll.org)
2023-06-28 - 8:19:50 PM GMT
-  Document emailed to Amy Mercado (Amy.Mercado@ocpafll.org) for signature
2023-06-28 - 8:20:38 PM GMT
-  Email viewed by Amy Mercado (Amy.Mercado@ocpafll.org)
2023-06-29 - 3:12:14 AM GMT
-  Document e-signed by Amy Mercado (Amy.Mercado@ocpafll.org)
Signature Date: 2023-06-29 - 3:12:46 AM GMT - Time Source: server
-  Agreement completed.
2023-06-29 - 3:12:46 AM GMT

SECTION IX

**AGREEMENT BY AND BETWEEN THE RIVERWALK COMMUNITY
DEVELOPMENT DISTRICT AND PULTE HOME COMPANY, LLC,
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,
INFRASTRUCTURE AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____ 2023, by and between:

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

PULTE HOME COMPANY, LLC, a Michigan limited liability company and a landowner in the District, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Developer**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2022-44 enacted by the City Council of the City of Orlando, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadway improvements, potable water systems, sanitary sewer systems, reclaimed water systems, duct bank undergrounding, drainage works, landscaping and irrigation, wetland mitigation, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary owner of certain lands located within the boundaries of the District (the “**Development**”); and

WHEREAS, the District presently intends to finance all or a portion of the planning, design, acquisition, construction, and/or installation of certain infrastructure improvements, facilities, and services, as detailed in the *Engineer’s Report for Capital Improvement Program* dated January 17, 2023 (“**Engineer’s Report**”), which is attached to this Agreement as **Exhibit A** (“**District Improvements**”); and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (the “**Work Product**”); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements described in **Exhibit A** until such time as the District has closed on the sale of its proposed Riverwalk Community Development District Special Assessment Bonds, in one or more series (the “**Bonds**”), the proceeds of which will be utilized as payment for the Work Product and the District Improvements contemplated by this Agreement; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), Developer desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in **Exhibit A** (the “**Real Property**”), if any such conveyances are appropriate, upon the terms and conditions contained herein; and

WHEREAS, the District and the Developer are entering into this Agreement to ensure the timely provision of the District Improvements and completion of the Development.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ACQUISITION DATE. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement and the indenture relating to the Bonds on such date as the Parties may jointly agree upon (“**Acquisition Date**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. WORK PRODUCT AND DISTRICT IMPROVEMENTS. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and District Improvements in accordance with the provision of this Agreement.

- a. *Request for Conveyance and Supporting Documentation* – When Work Product or District Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or District Improvement and estimated cost.

Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the satisfaction of the District.

- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from Bonds, and the requirements of this Agreement, the District shall pay no more than the actual cost incurred, or the fair market value of the Work Product or District Improvements, whichever is less, as determined by the District Engineer. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or District Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board the total actual amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product and/or District Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall be part of or accompany the requisition for the funds from the trustee for the applicable series of Bonds (“**Trustee**”).
 - i. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s affidavit which shall accompany the requisition for the funds from the applicable Trustee.
- c. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

Such releases shall be provided in a timely manner in the sole discretion of the District.

- i. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- d. **Transfers to Third Party Governments** – If any item acquired is to be conveyed by the District to a third party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.
- e. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.
- f. **Engineer's Certification** – Nothing herein shall require the District to accept any Work Product and/or District Improvements unless the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or improvements are part of the District Improvements; (ii) the price for such Work Product and/or District Improvements did not exceed the lesser of the cost of the Work Product and/or District Improvements or the fair market value of the Work Product and/or District Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any District Improvements, the District Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any District Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the District Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any District Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the District Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the

District Improvements, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose or the cost basis of the Real Property, whichever is less. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the District Improvements are constructed as the District deems acceptable.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any District Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the District Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District’s reasonable discretion, would materially interfere with the District’s use of such lands, the Developer shall cure, or cause to be cured, such defects at no expense to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s ownership. Unless otherwise determined by the District’s bond counsel, the parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. TAXES, ASSESSMENTS, AND COSTS.

- a. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Orange County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i.** If and only to the extent the property to be acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. *Notice.*** The parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Work Product, District Improvements or Real Property hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Work Product, District Improvements or Real Property, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

7. ACQUISITIONS AND BOND PROCEEDS. The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from Bonds (“**Prior Acquisitions**”) or after the District has spent all of the proceeds from Bonds. The District agrees to pursue the issuance of Bonds in good faith, provided, however, that in the event bond counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, then the parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District may convey some or all of the Work Product and/or District Improvements in the Engineer’s Report to the City of Orlando and/or Orange County, Florida and hereby consents to the District’s conveyance of such Work Product and/or District Improvements prior to payment for any Prior Acquisitions.

8. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

9. ATTORNEYS’ FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

12. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Riverwalk Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Developer: Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

13. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the next succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer

any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for any series of Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of said Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee for any series of Bonds shall not be deemed to have assumed any obligations under this Agreement.

15. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Parties only upon the written consent of the other, which consent shall not be unreasonably withheld.

16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Orange County, Florida.

17. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

WHEREFORE, the parties below execute this Acquisition Agreement effective the day and year first written above.

Attest:

**RIVERWALK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

PULTE HOME COMPANY, LLC

Witness

By: _____
Its: _____

Exhibit A: *Engineer's Report for Capital Improvement Program* dated January 17, 2023

ENGINEER'S REPORT FOR
CAPITAL IMPROVEMENT PROGRAM

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

January 17, 2023

FOR

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

ORLANDO, FLORIDA

BY:

DONALD W. McINTOSH ASSOCIATES, INC.
2200 PARK AVENUE NORTH
WINTER PARK, FL 32789

**ENGINEER'S REPORT FOR
CAPITAL IMPROVEMENT PROGRAM**

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

I. BACKGROUND

The Riverwalk Community Development District (District) was established under City of Orlando Ordinance No. 2022-44 adopted by the City Council with an effective date of August 15, 2022. It is located on approximately 404.22 acres of land. As of the date of this report, all real property located within the District is owned by Beachline North Residential, LLC, who will act as the master developer (together with any affiliated entities, Developer) of the property. The District has been created as a unit of special-purpose government to construct, acquire, finance and maintain certain necessary public infrastructure improvements as described herein. This Engineer's Report for Capital Improvement Program (Report) has been prepared at the request of the District.

The District is generally located south of Lee Vista Boulevard, west of State Road 417 (the "Central Florida Greenway"), east of Narcoossee Road, and north of State Road 528 (the "Beachline Expressway") in the City of Orlando, Florida. Attached Exhibit "A" depicts the boundary of the District. The lands within the District are currently encompassed within the Vista Park Planned Development (PD) as approved by the City of Orlando. A map of the entire Vista Park development is included as Exhibit "B."

The Capital Improvement Program (CIP) included herein reflects the proposed improvements within the currently approved District boundary, which will be discussed later in this Report.

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Engineer's Report for Capital Improvement Program
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As represented by the Developer, the currently contemplated master plan represents development of public infrastructure improvements to support a development program of approximately:

- 1,097 residential dwelling units (within the current CDD Limits) consisting of 236 – 20' wide lots (attached townhomes), 351 – 34' wide lots (detached bungalows), 186 – 40' wide lots (detached bungalows), 25 – 45' wide lots (detached bungalows), 182 – 50' wide lots (detached single family), and 117 – 60' wide lots (detached single family); and 4,300 residential dwelling units (for the total PD), unit mix to be determined; and
- community amenities and recreational facilities

Minor revisions to the currently contemplated development program can be implemented if consistent with the City-approved Planned Development (PD). Ultimate build-out of the PD is presently expected to occur over an estimated period of ten (10) years.

II. OBJECTIVE

This Report has been prepared to assist with the financing and construction of various necessary public infrastructure improvements contemplated to be constructed, acquired and/or installed to provide safe and adequate access, utilities, etc. within the District. This Report presents a narrative description of the major components included within the infrastructure systems and current Engineer's opinions of probable costs for completing the District-related improvements necessary to support the development of the lands located within the District. The CIP is currently anticipated to be implemented in seven phases and includes:

- Econlockhatchee Trail Extension Segment E2 Phase 1 and Segment E2 Phase 2A – a ±3,050-foot-long roadway extending from the existing two-lane section at the Lee Vista Blvd and transitioning south into a four-lane

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
Engineer's Report for Capital Improvement Program
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divided section into the Vista Park PD, including traffic signal improvements at the intersection of Lee Vista Blvd and Econlockhatchee Trail

- Econlockhatchee Trail Extension Segment E2 Phase 2B – a ±1,750-foot long four-lane divided roadway extending from the terminus of Econlockhatchee Trail Segment E2 Phase 2A continuing south and including the intersection with the future Passaic Parkway
- Econlockhatchee Trail Extension Segment E3 Phase 1 – a ±1,800-foot long four-lane divided roadway extending from the terminus of Econlockhatchee Trail Segment E2 Phase 2B and continuing south further into the Vista Park PD
- Neighborhood Phase 1A – approximately ±5,300 LF of local two-lane roadways and ±2,800 LF of alleyway to support ±182 residential units
- Neighborhood Phase 1C – approximately ±7,400 LF of local two-lane roadways and ±1,600 LF of alleyway to support ±175 residential units
- Neighborhood Phase 2 – approximately ±9,700 LF of local two-lane roadways and ±5,800 LF of alleyway to support ±347 residential units
- Neighborhood Phase 3 – approximately ±10,900 LF of local two-lane roadways and ±6,700LF of alleyway to support ±393 residential units

The CIP reflected in this Report represents the present intentions of the Developer and the District. The implementation of any CIP components discussed in this plan requires final approval by many regulatory and permitting agencies including the City of Orlando. The actual improvements described herein may vary from the CIP discussed in this Report. If additional improvements not described herein are identified, this Report may be amended to reflect such additional improvements.

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
Engineer's Report for Capital Improvement Program
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Engineer's opinions of probable costs contained in this Report have been prepared based on the Engineer's opinion and interpretation of the best available information at this time. The actual costs of construction, engineering design, planning, approvals and permitting may vary from the cost opinions presented herein.

III. TRANSPORTATION IMPROVEMENTS

Currently, the District boundary is adjacent to Lee Vista Boulevard, a major collector road. Additionally, the District's eastern boundary abuts State Road 417. The proposed roadway improvements within the District include approximately six thousand six hundred (6,600) linear feet of 4-lane roadway known as Econlockhatchee Trail, which will provide north-south interconnectivity with the existing east-west collector roadway (Lee Vista Boulevard) and access to future residential areas, and support development within the District as well as Passaic Parkway, an approximately two-hundred (200) linear feet of 2-lane roadway, which is planned to be extended with future development within the Vista Park PD and will provide east-west interconnectivity with Lee Vista Boulevard.

The primary roadway infrastructure is determined to be necessary to provide safe and adequate access to the lands within the District. A graphic depiction of the primary roadway infrastructure is set forth in Exhibit "C."

Econlockhatchee Trail will be a public roadway and is proposed to be constructed using asphalt concrete surface with curb sections and multi-use trails. Portions of this roadway will have landscaped parkways and/or medians. Passaic Parkway will be a public roadway and is proposed to be constructed using asphalt concrete surface with curb sections and multi-use trails. The District-constructed roadways will ultimately be owned, operated and

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
Engineer's Report for Capital Improvement Program
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maintained by the City of Orlando; however, the District will maintain the landscaping and irrigation within the City rights-of-way.

The Developer is also pursuing potential transportation impact fee credits and cost sharing that may be available to offset the costs of transportation infrastructure; however, the applicability and amount are uncertain, so they have not been factored into the estimated infrastructure costs included in this report.

An allowance has been included for the cost to acquire the right-of-way required to construct the necessary roadway improvements. The actual value of the right-of-way will be determined by appraisal and approved by the District's Board of Supervisors prior to acquisition at a cost not to exceed the appraised value or the cost basis, whichever is less. For the purposes of this Report and based on guidance from the Developer, the District's monetary cost for right-of-way (including alleys) is assumed to be \$68,000.00 per acre and is utilized for the estimates presented herein.

IV. POTABLE WATER, RECLAIMED WATER, & SANITARY SEWER FACILITIES

The potable water distribution system for the District will include a potable water main extension that connects to the Orange County Utilities (OCU) water mains in Lee Vista Boulevard. Distribution mains will run generally within the primary roadway corridor described above with the objective that the potable water distribution system will serve as a source of potable water and fire protection water for all of the development within the District. The potable water facilities constructed by the District will ultimately be owned, operated and maintained by Orange County Utilities.

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
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The reclaimed water distribution system for the District will include a reclaimed water main extension that connects to the Orange County Utilities reclaimed water main in Lee Vista Boulevard. Like the potable water mains, the reclaimed water distribution mains will run generally within the primary roadway corridor described above with the objective that the reclaimed water distribution system will ultimately serve as a source of non-potable (irrigation) water for all of the development within the District. The District will only fund the operating cost of providing reclaimed water to District-owned common areas and landscaped right-of-way areas. The reclaimed water facilities constructed by the District will ultimately be owned, operated and maintained by Orange County Utilities.

The sanitary sewer system for the District will include gravity sewer mains, lift stations and force mains that discharge to the Orange County Utilities sanitary sewer transmission systems in Lee Vista Boulevard. The gravity sewer mains will run generally within the primary roadway corridor described above with the objective that the sanitary sewer collection and transmission system will convey wastewater from development within the District to the Orange County Utilities transmission and treatment systems. These sanitary sewer facilities, along with contributing gravity sewer collection and transmission systems constructed by the Developer, will act as the wastewater collection systems for all development within the District. The sanitary sewer facilities constructed by the District will ultimately be owned, operated and maintained by Orange County Utilities.

V. ELECTRICAL DISTRIBUTION AND STREET LIGHTING

The infrastructure roadway corridor will accommodate a plastic pipe duct bank system and plastic pipe streetlight conduits, manholes and pull boxes. This duct bank system and conduit network will enable the efficient distribution of electric power provided by Duke Energy to the development, including power

to the streetlights. The proposed duct bank system will run within the rights-of-way or easements established for the primary roadway corridor and be placed as part of the initial roadway construction to significantly limit the amount of disruption required to provide these needed services as development progresses. Street light conduit and the street light network are also intended to be completed concurrent with the roadway construction. These street light conduit systems are not included in the CIP, as they will be constructed, owned, operated and maintained by Duke Energy. The CIP may, however, include the differential cost of undergrounding the electric utilities.

VI. STORMWATER MANAGEMENT AND DRAINAGE FACILITIES

To enable construction of the public infrastructure improvements required to support the District, a site-wide master stormwater management system has been and will continue to be implemented. This master stormwater management system consists of a series of surface water retention/detention ponds enabling treatment and attenuation of stormwater runoff from development within the District. Drainage works consisting of roadway inlets, collector pipes, manholes, outfall pipes, etc. to be constructed within the proposed infrastructure roadways will collect stormwater runoff and convey it to the master stormwater management system. These drainage improvements are included in this CIP and are identified as “Drainage Works” in the estimates that follow.

VII. RECREATION FACILITIES AND AMENITIES

One of the major components of creating a community is the implementation of special common area and recreation facility improvements. The proposed development plan for the project includes the creation of several special amenities and “places,” which will help create a sense of community. These areas include park facilities and select land clearing and wetland edge cleaning.

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
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The District fully supports an elevated level of quality throughout the Vista Park PD; however, the CIP does not anticipate District funding of recreational facilities or amenities beyond the District's intent to incorporate upgraded street sign poles, roadway improvements and enhanced streetscaping, including community identification monuments. All other recreational facilities and/or amenities are anticipated to be funded by the Developer or their successor in title. However, the District may accept such facilities for ownership, operation and maintenance once constructed.

VIII. DESIGN/PERMITTING AND CONTINGENCY

Estimated soft costs associated with the CIP are included in the Opinion of Probable Costs included herein. These include but are not limited to:

- design/engineering/permitting;
- land surveying;
- legal consulting;
- environmental consulting;
- regulatory permitting;
- materials testing;
- as-built surveying; and
- observation during construction to assure the site is constructed as designed and maintained in a safe and secure manner until sufficient infrastructure is in place to allow for dedication to the appropriate jurisdictional or regulatory agency.

A project contingency estimate has also been included.

IX. COST ESTIMATES FOR DEVELOPMENT IMPROVEMENTS

A summary of the Engineer's Opinion of Probable Costs is provided as Table 1. A listing of the entities expected to receive the dedication of various improvements along with the entities expected to assume responsibility for operation and maintenance of the facilities is provided in Table 2.

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
Engineer's Report for Capital Improvement Program
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The opinions of probable costs provided in this Report represent only those facilities to be designed, constructed, and/or installed or acquired by the District. Costs are based upon the Engineer's opinion and interpretation of the best available information; however, costs will vary based on final site planning, final engineering, approvals from regulatory agencies and economic factors.

In our opinion, the estimated costs identified herein are reasonable and sufficient for the design, construction and/or installation of the CIP.

X. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in Orange County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;

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- the District will pay the lesser of the actual cost of the improvements or fair market value; and
- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property.

TABLE 1
RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
ENGINEER'S OPINION OF PROBABLE COST
January 17, 2023

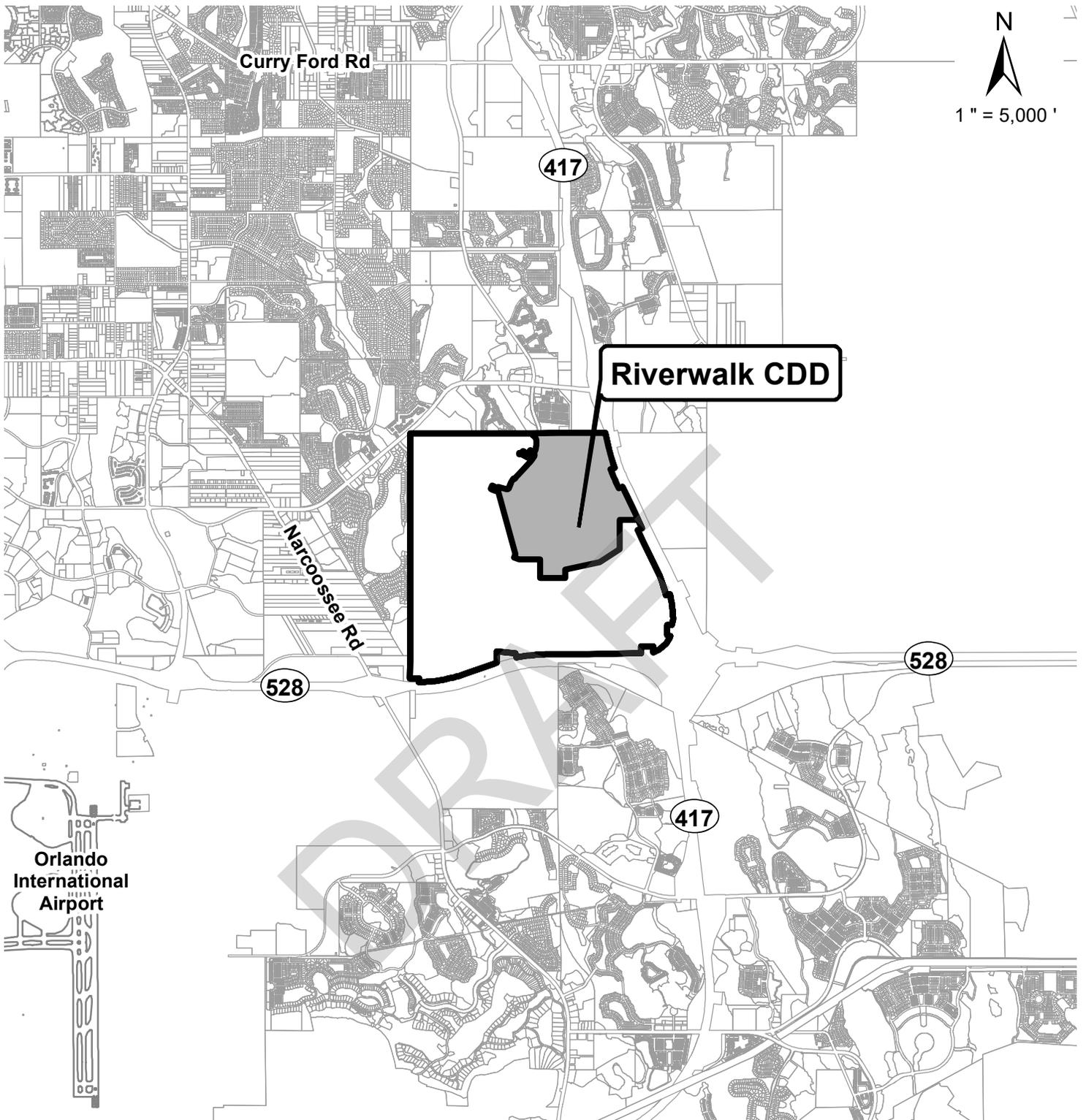
Component	Total District Capital Improvement Program
Roadway Construction (on-site)	\$29,133,900
Roadway Construction (offsite)	\$3,237,100
Land Acquisition (Right-of-Way, ponds, etc.)	\$12,587,000
Potable Water	\$8,324,000
Sanitary Sewer	\$10,174,000
Reclaimed Water	\$6,474,000
Duct Bank Undergrounding (differential)	\$7,100,000
Drainage Works	\$9,249,000
Landscape and Irrigation	\$15,723,000
Wetland Mitigation (onsite)	\$1,500,000
Soft Costs	\$11,561,000
	\$115,063,000

- 1) The estimated cost of Roadway Construction includes estimated cost of right-of-way acquisition, subject to an MAI appraisal and Board approval.
- 2) This opinion of probable cost represents the Engineer's judgment as a design professional and is supplied for the general guidance of the District. The Engineer has no control over the cost of labor and material, competitive bidding or market conditions. While it is the Engineer's opinion that the costs identified herein are reasonable and sufficient for the design, construction and/or installation of the CIP, the Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the District.
- 3) Street Lights will be furnished and installed by Duke Energy.

TABLE 2
RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
OWNERSHIP, OPERATION & MAINTENANCE SUMMARY
January 17, 2023

<u>DISTRICT CONSTRUCTED SYSTEM</u>	<u>OWNERSHIP</u>	<u>OPERATION AND MAINTENANCE ENTITY</u>
Public Roadways	City of Orlando	City of Orlando
Alleys	CDD	CDD
Potable Water	Orange County Utilities	Orange County Utilities
Sanitary Sewer	Orange County Utilities	Orange County Utilities
Reclaimed Water	Orange County Utilities	Orange County Utilities
Electrical Duct Bank/Street Lights*	Duke Energy	Duke Energy
Drainage Works	City of Orlando	City of Orlando
Common Areas / Landscaping	District / City of Orlando	District / City of Orlando

*It is anticipated that the Duke Energy will install, own, operate and maintain street lights under a lease agreement with the District.



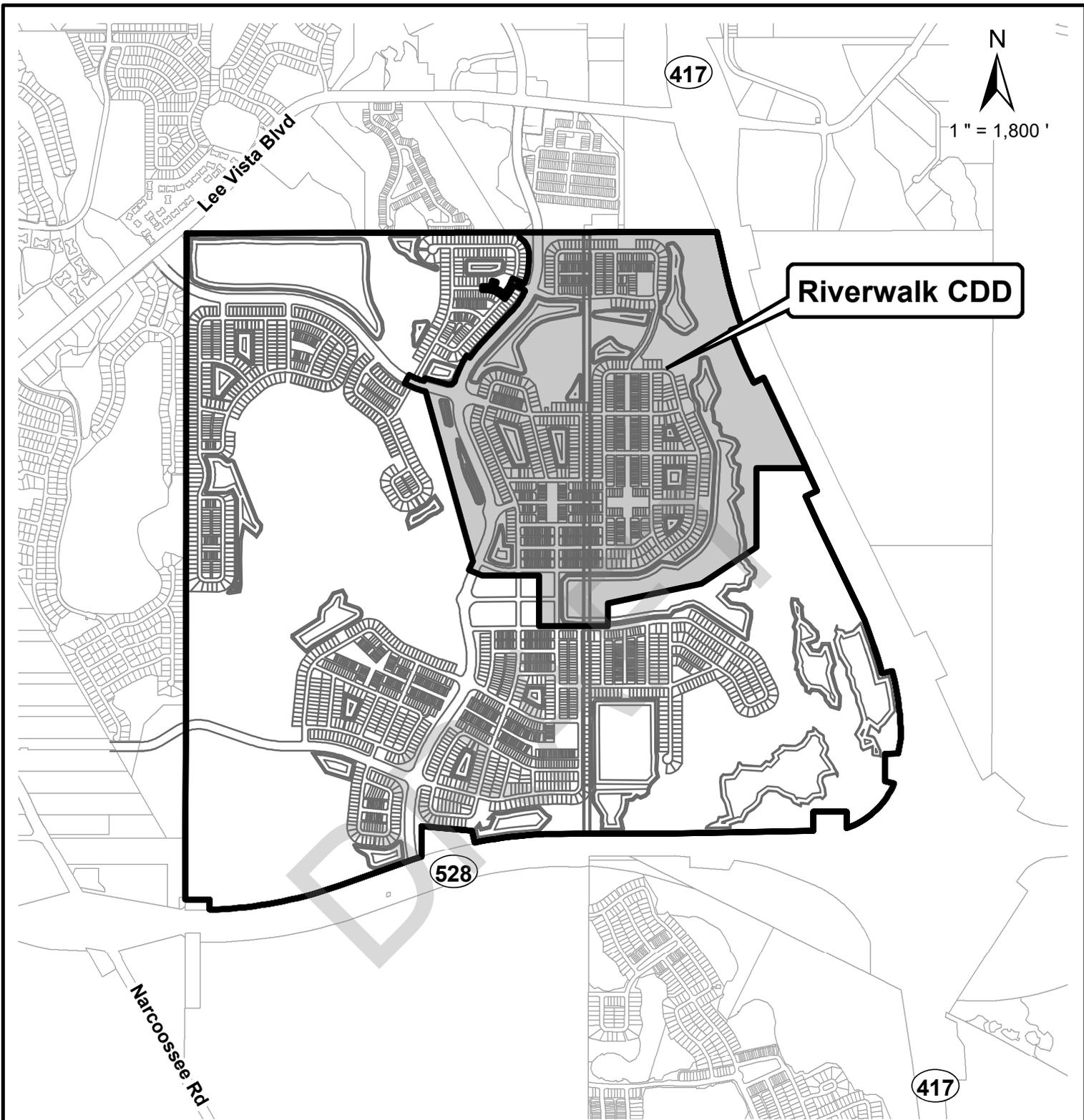
Legend

-  Riverwalk CDD
-  Planned Development Boundary



DONALD W. McINTOSH ASSOCIATES, INC.
 CIVIL ENGINEERS - LAND PLANNERS - SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789
 PHONE 407.644.4068 FAX 407.644.8318

**EXHIBIT A
 DISTRICT BOUNDARY**



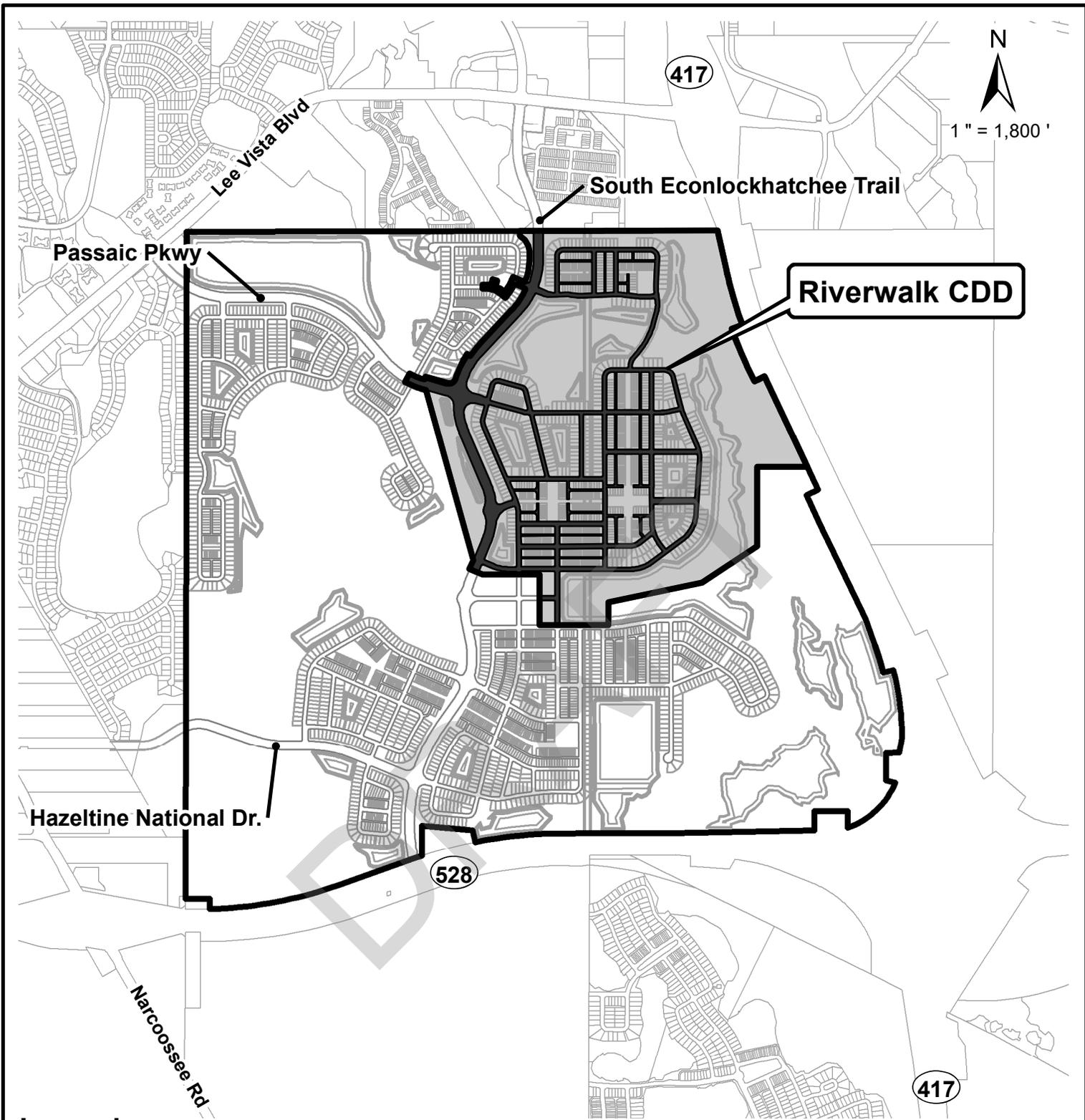
Legend

-  Riverwalk CDD
-  Planned Development Boundary



DONALD W. McINTOSH ASSOCIATES, INC.
 CIVIL ENGINEERS - LAND PLANNERS - SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789
 PHONE 407.644.4068 FAX 407.644.8318

EXHIBIT B VISTA PARK PLANNED DEVELOPMENT



Legend

-  Planned Development Boundary
-  Riverwalk CDD

Note: Solid Roadways Are Improvements By CDD.



DONALD W. McINTOSH ASSOCIATES, INC.
 CIVIL ENGINEERS - LAND PLANNERS - SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789
 PHONE 407.644.4068 FAX 407.644.8318

**EXHIBIT C
 PRIMARY ROADWAY
 INFRASTRUCTURE**

SECTION X

SECTION A

June 29, 2023

Board of Supervisors
Riverwalk Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

RE: Acquisition of Utility Infrastructure
Riverwalk Phase 1A

Dear Sir or Madam,

We are writing to request that the Riverwalk Community Development District (“**District**”) acquire from Pulte Home Company, LLC (“**Developer**”) the public infrastructure improvements and/or work product set forth in **Exhibit A**, which is attached hereto. Developer created the improvements and/or work product consistent with the District’s *Engineer’s Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of \$2,133,763.88, representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

Sincerely,

PULTE HOME COMPANY, LLC



By: Douglas Edward Hoffman
Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:



Chairperson
Riverwalk Community Development District

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
RIVERWALK PHASE 1A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$917,994.58	\$0.00	\$917,994.58
Sanitary Lift Station	Blue Ox	\$462,510.56	\$24,342.66	\$486,853.22
Water System	Blue Ox	\$582,010.06	\$0.00	\$582,010.06
Reclaimed Water	Blue Ox	\$383,990.90	\$0.00	\$383,990.90
SUBTOTAL				\$2,370,848.76
Less 10% Retainage				\$237,084.88
TOTAL ACQUISITION PRICE				\$2,133,763.88

**CERTIFICATE OF DISTRICT ENGINEER
RELATING TO ACQUISITION OF INFRASTRUCTURE**

June 29, 2023

Board of Supervisors
Riverwalk Community Development District

Re: Riverwalk Community Development District
Acquisition of Utility Infrastructure
Riverwalk Phase 1A

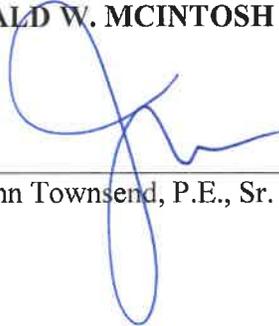
Ladies and Gentlemen:

The undersigned, a representative of Donald W. McIntosh Associates, Inc. (“**District Engineer**”), as District Engineer for the Riverwalk Community Development District (“**District**”), hereby makes the following certifications in connection with an acquisition of certain Riverwalk Phase 1A work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, schedules, invoices, and other documents.
2. The Work Product and Improvements are within the scope of the Riverwalk Phase 1A project as set forth in the *Engineer’s Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The total costs associated with the Work Product and Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by Pulte Home Company, LLC, to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product and Improvements.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

DONALD W. MCINTOSH ASSOCIATES, INC.

By: 
John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 10th day of July, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]



(Official Notary Signature & Seal)

Name: LISA E. TONEY
Personally Known

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
RIVERWALK PHASE 1A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$917,994.58	\$0.00	\$917,994.58
Sanitary Lift Station	Blue Ox	\$462,510.56	\$24,342.66	\$486,853.22
Water System	Blue Ox	\$582,010.06	\$0.00	\$582,010.06
Reclaimed Water	Blue Ox	\$383,990.90	\$0.00	\$383,990.90
SUBTOTAL				\$2,370,848.76
Less 10% Retainage				\$237,084.88
TOTAL ACQUISITION PRICE				\$2,133,763.88

**CERTIFICATE OF CONSULTING ENGINEER
RELATING TO ACQUISITION OF UTILITY INFRASTRUCTURE**

June 29, 2023

Board of Supervisors
Riverwalk Community Development District

Re: Riverwalk Community Development District
Acquisition of Utility Infrastructure
Riverwalk Phase 1A

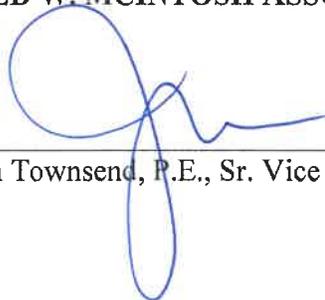
Ladies and Gentlemen:

The undersigned, a representative of Donald W. McIntosh Associates, Inc. (“**Consulting Engineer**”), as Consulting Engineer for Pulte Home Company, LLC (“**Developer**”), hereby makes the following certifications in connection with an acquisition by the Riverwalk Community Development District of certain Riverwalk Phase 1A work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate. In consideration of good and valuable consideration, and an additional payment of \$10.00, the receipt and adequacy of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, schedules, invoices, and other documents.
2. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
3. The total costs associated with the Work Product and Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Work Product and Improvements.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

DONALD W. MCINTOSH ASSOCIATES, INC.

By: 
John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 10th day of July, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]


(Official Notary Signature & Seal)

Name: LISA E Toney
Personally Known

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
RIVERWALK PHASE 1A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$917,994.58	\$0.00	\$917,994.58
Sanitary Lift Station	Blue Ox	\$462,510.56	\$24,342.66	\$486,853.22
Water System	Blue Ox	\$582,010.06	\$0.00	\$582,010.06
Reclaimed Water	Blue Ox	\$383,990.90	\$0.00	\$383,990.90
SUBTOTAL				\$2,370,848.76
Less 10% Retainage				\$237,084.88
TOTAL ACQUISITION PRICE				\$2,133,763.88

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF ORANGE

I, Douglas Edward Hoffman, as Vice President of **Pulte Home Company, LLC**, a Michigan limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Douglas Edward Hoffman, and I am Vice President of **Pulte Home Company, LLC**, a Michigan limited liability company ("**Developer**"). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Riverwalk Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report for Capital Improvement Program*, dated January 17, 2023 ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer's Report.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[CONTINUED ON NEXT PAGE]

Executed this 29th day of June, 2023.

PULTE HOME COMPANY, LLC, a Michigan limited liability company

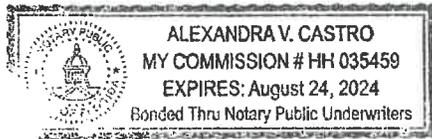


By: Douglas Edward Hoffman
Its: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of June, 2023, by Douglas Edward Hoffman, as Vice President of **Pulte Home Company, LLC**, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Notary Public Signature

Alexandra V Castro

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No. HH035459

My Commission Expires: 08/24/24

Exhibit A: Description of Improvements and/or Work Product

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
RIVERWALK PHASE 1A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$917,994.58	\$0.00	\$917,994.58
Sanitary Lift Station	Blue Ox	\$462,510.56	\$24,342.66	\$486,853.22
Water System	Blue Ox	\$582,010.06	\$0.00	\$582,010.06
Reclaimed Water	Blue Ox	\$383,990.90	\$0.00	\$383,990.90
SUBTOTAL				\$2,370,848.76
Less 10% Retainage				\$237,084.88
TOTAL ACQUISITION PRICE				\$2,133,763.88

**ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF UTILITY INFRASTRUCTURE**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the 12th day of July, 2023, by **Blue Ox Enterprises, LLC**, having offices located at 500 North Way, Sanford, Florida 32773 (“Contractor”), in favor of the **Riverwalk Community Development District** (“District”), which is a local unit of special-purpose government situated in the City of Orlando, Florida, and having offices located at 219 East Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to that certain agreement (“Contract”) dated May 20, 2022, and between Contractor and Pulte Home Company, LLC (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A (“Improvements”); and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

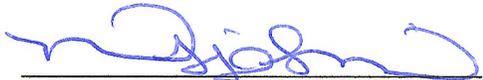
BLUE OX ENTERPRISES, LLC
Contractor


By: Steve Lembrich
Its: owner

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of July, 2023, by Steve Lembrich, as owner of Blue Ox Enterprises LLC, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)


Notary Public Signature



(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
RIVERWALK PHASE 1A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$917,994.58	\$0.00	\$917,994.58
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Reclaimed Water	Blue Ox	\$383,990.90	\$0.00	\$383,990.90
SUBTOTAL				\$2,370,848.76
Less 10% Retainage				\$237,084.88
TOTAL ACQUISITION PRICE				\$2,133,763.88

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Riverwalk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit: those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 29 day of June, 2023.

Signed, sealed and delivered in the presence of:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Witnessed:

Kimberly Clayton
Print Name: Kimberly Clayton

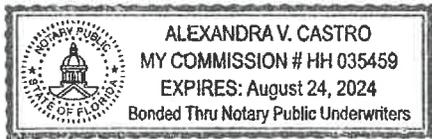
Douglas Edward Hoffman
Print Name: Douglas Edward Hoffman
Print Title: Vice President

Alexandra V Castro
Print Name: Alexandra V Castro

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of June, 2023, by Doug Hoffman, as Vice President of Pulte Home Company, LLC, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Alexandra V Castro
Notary Public Signature
Alexandra V Castro
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH035459
My Commission Expires: 08/24/24

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
RIVERWALK PHASE 1A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$917,994.58	\$0.00	\$917,994.58
Sanitary Lift Station	Blue Ox	\$462,510.56	\$24,342.66	\$486,853.22
Water System	Blue Ox	\$582,010.06	\$0.00	\$582,010.06
Reclaimed Water	Blue Ox	\$383,990.90	\$0.00	\$383,990.90
SUBTOTAL				\$2,370,848.76
Less 10% Retainage				\$237,084.88
TOTAL ACQUISITION PRICE				\$2,133,763.88

SECTION B

June 29, 2023

Board of Supervisors
Riverwalk Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

RE: Acquisition of Utility Infrastructure
Econlockhatchee Trail Segment E2 Phase 1

Dear Sir or Madam,

We are writing to request that the Riverwalk Community Development District (“**District**”) acquire from Beachline North Residential, LLC (“**Developer**”) the public infrastructure improvements and/or work product set forth in **Exhibit A**, which is attached hereto. Developer created the improvements and/or work product consistent with the District’s *Engineer’s Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of \$1,211,133.42, representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

Sincerely,

BEACHLINE NORTH RESIDENTIAL, LLC



By: Douglas Edward Hoffman
Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:



Chairperson
Riverwalk Community Development District

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 1 project as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 1**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$561,288.63	\$0.00	\$561,288.63
Water System	Blue Ox	\$464,660.73	\$0.00	\$464,660.73
Reclaimed Water	Blue Ox	\$317,027.32	\$2,727.12	\$319,754.44
SUBTOTAL				\$1,345,703.80
Less 10% Retainage				\$134,570.38
TOTAL ACQUISITION PRICE				\$1,211,133.42

**CERTIFICATE OF DISTRICT ENGINEER
RELATING TO ACQUISITION OF INFRASTRUCTURE**

June 29, 2023

Board of Supervisors
Riverwalk Community Development District

Re: Riverwalk Community Development District
Acquisition of Utility Infrastructure
Econlockhatchee Trail Segment E2 Phase 1

Ladies and Gentlemen:

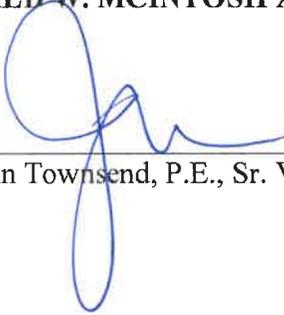
The undersigned, a representative of Donald W. McIntosh Associates, Inc. (“**District Engineer**”), as District Engineer for the Riverwalk Community Development District (“**District**”), hereby makes the following certifications in connection with an acquisition of certain Econlockhatchee Trail Segment E2 Phase 1 work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, schedules, invoices, and other documents.
2. The Work Product and Improvements are within the scope of the Econlockhatchee Trail Segment E2 Phase 1 project as set forth in the *Engineer’s Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The total costs associated with the Work Product and Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by Beachline North Residential, LLC, to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.

5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product and Improvements.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

DONALD W. MCINTOSH ASSOCIATES, INC.

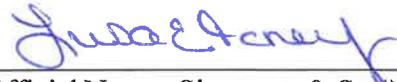
By: 
John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 10th day of July, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]


(Official Notary Signature & Seal)

Name: LISA E Toney
Personally Known

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 1 project as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 1**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$561,288.63	\$0.00	\$561,288.63
Water System	Blue Ox	\$464,660.73	\$0.00	\$464,660.73
Reclaimed Water	Blue Ox	\$317,027.32	\$2,727.12	\$319,754.44
SUBTOTAL				\$1,345,703.80
Less 10% Retainage				\$134,570.38
TOTAL ACQUISITION PRICE				\$1,211,133.42

**CERTIFICATE OF CONSULTING ENGINEER
RELATING TO ACQUISITION OF UTILITY INFRASTRUCTURE**

June 29, 2023

Board of Supervisors
Riverwalk Community Development District

Re: Riverwalk Community Development District
Acquisition of Utility Infrastructure
Econlockhatchee Trail Segment E2 Phase 1

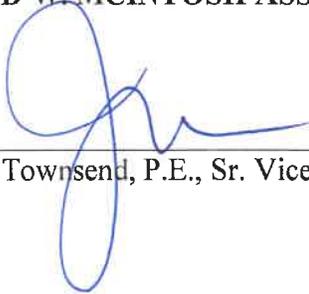
Ladies and Gentlemen:

The undersigned, a representative of Donald W. McIntosh Associates, Inc. (“**Consulting Engineer**”), as Consulting Engineer for Pulte Home Company, LLC (“**Developer**”), hereby makes the following certifications in connection with an acquisition by the Riverwalk Community Development District of certain Econlockhatchee Trail Segment E2 Phase 1 work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate. In consideration of good and valuable consideration, and an additional payment of \$10.00, the receipt and adequacy of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, schedules, invoices, and other documents.
2. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
3. The total costs associated with the Work Product and Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Work Product and Improvements.

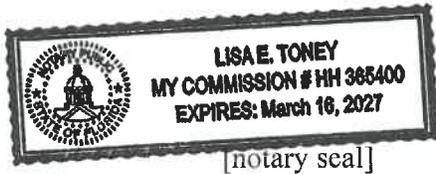
Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

DONALD W. MCINTOSH ASSOCIATES, INC.

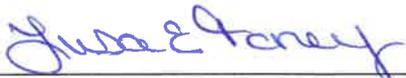
By: 
John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 10th day of July, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]


(Official Notary Signature & Seal)

Name: LISA E Toney
Personally Known

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 1 project as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 1**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$561,288.63	\$0.00	\$561,288.63
Water System	Blue Ox	\$464,660.73	\$0.00	\$464,660.73
Reclaimed Water	Blue Ox	\$317,027.32	\$2,727.12	\$319,754.44
SUBTOTAL				\$1,345,703.80
Less 10% Retainage				\$134,570.38
TOTAL ACQUISITION PRICE				\$1,211,133.42

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF ORANGE

I, Douglas Edward Hoffman, as Vice President of **Beachline North Residential, LLC**, a Florida limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Douglas Edward Hoffman, and I am Vice President of **Beachline North Residential, LLC**, a Florida limited liability company ("**Developer**"). I have authority to make this affidavit on behalf of Developer.

3. Developer is the developer of certain lands within the Riverwalk Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").

4. The District's *Engineer's Report for Capital Improvement Program*, dated January 17, 2023 ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.

5. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer's Report.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[CONTINUED ON NEXT PAGE]

Executed this 29 day of June, 2023.

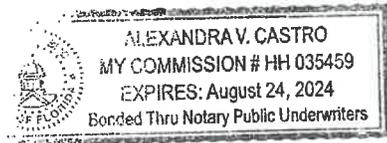
BEACHLINE NORTH RESIDENTIAL, LLC, a Florida limited liability company

By: Douglas Edward Hoffman
Its: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of JUNE, 2023, by Douglas Edward Hoffman, as Vice President of **Beachline North Residential, LLC**, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Notary Public Signature

Alexandra V Castro

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No. HH035459

My Commission Expires: 08/24/24

Exhibit A: Description of Improvements and/or Work Product

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 1 project as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 1**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$561,288.63	\$0.00	\$561,288.63
Water System	Blue Ox	\$464,660.73	\$0.00	\$464,660.73
Reclaimed Water	Blue Ox	\$317,027.32	\$2,727.12	\$319,754.44
SUBTOTAL				\$1,345,703.80
Less 10% Retainage				\$134,570.38
TOTAL ACQUISITION PRICE				\$1,211,133.42

**ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF UTILITY INFRASTRUCTURE**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the 12th day of July, 2023, by **Blue Ox Enterprises, LLC**, having offices located at 500 North Way, Sanford, Florida 32773 (“Contractor”), in favor of the **Riverwalk Community Development District** (“District”), which is a local unit of special-purpose government situated in the City of Orlando, Florida, and having offices located at 219 East Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to that certain agreement (“Contract”) dated July 11, 2022, and between Contractor and Beachline North Residential, LLC (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** (“Improvements”); and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Construction Contract for same.

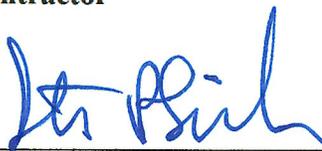
SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

BLUE OX ENTERPRISES, LLC
Contractor

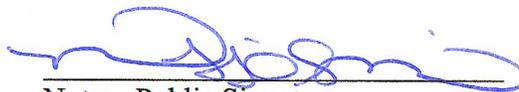


By: Steve Lembrich
Its: owner

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of July, 2023, by Steve Lembrich as owner of Blue Ox Enterprises, LLC and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)


Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 1 project as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 1**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$561,288.63	\$0.00	\$561,288.63
Water System	Blue Ox	\$464,660.73	\$0.00	\$464,660.73
Reclaimed Water	Blue Ox	\$317,027.32	\$2,727.12	\$319,754.44
SUBTOTAL				\$1,345,703.80
Less 10% Retainage				\$134,570.38
TOTAL ACQUISITION PRICE				\$1,211,133.42

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Beachline North Residential, LLC**, a Florida limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Riverwalk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit: those components of the Econlockhatchee Trail Segment E2 Phase 1 project as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whatsoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 29th day of June, 2023.

Signed, sealed and delivered in the presence of:

BEACHLINE NORTH RESIDENTIAL, LLC,
a Florida limited liability company

Witnessed:

Kimberly Clayton
Print Name: Kimberly Clayton

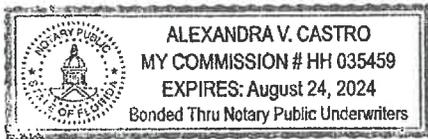
[Signature]
Print Name: Douglas Edward Hoffman
Print Title: Vice President

[Signature]
Print Name: Alexandra V Castro

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of June, 2023, by Douglas Hoffman, as Vice President of Beachline North Residential, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



[Signature]
Notary Public Signature

Alexandra V Castro
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH035459
My Commission Expires: 08/24/24

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 1 project as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 1**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$561,288.63	\$0.00	\$561,288.63
Water System	Blue Ox	\$464,660.73	\$0.00	\$464,660.73
Reclaimed Water	Blue Ox	\$317,027.32	\$2,727.12	\$319,754.44
SUBTOTAL				\$1,345,703.80
Less 10% Retainage				\$134,570.38
TOTAL ACQUISITION PRICE				\$1,211,133.42

SECTION C

June 29, 2023

Board of Supervisors
Riverwalk Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

RE: Acquisition of Utility Infrastructure
Econlockhatchee Trail Segment E2 Phase 2A

Dear Sir or Madam,

We are writing to request that the Riverwalk Community Development District (“**District**”) acquire from Beachline North Residential, LLC (“**Developer**”) the public infrastructure improvements and/or work product set forth in **Exhibit A**, which is attached hereto. Developer created the improvements and/or work product consistent with the District’s *Engineer’s Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of \$892,160.18, representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

Sincerely,

BEACHLINE NORTH RESIDENTIAL, LLC



By: Douglas Edward Hoffman
Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:



Chairperson
Riverwalk Community Development District

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$336,757.56	\$0.00	\$336,757.56
Water System	Blue Ox	\$320,953.41	\$0.00	\$320,953.41
Reclaimed Water	Blue Ox	\$333,578.12	\$0.00	\$333,578.12
SUBTOTAL				\$991,289.09
Less 10% Retainage				\$99,128.91
TOTAL ACQUISITION PRICE				\$892,160.18

**CERTIFICATE OF DISTRICT ENGINEER
RELATING TO ACQUISITION OF INFRASTRUCTURE**

June 29, 2023

Board of Supervisors
Riverwalk Community Development District

Re: Riverwalk Community Development District
Acquisition of Utility Infrastructure
Econlockhatchee Trail Segment E2 Phase 2A

Ladies and Gentlemen:

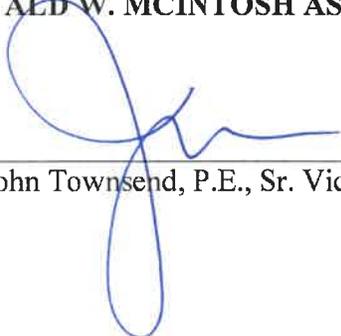
The undersigned, a representative of Donald W. McIntosh Associates, Inc. (“**District Engineer**”), as District Engineer for the Riverwalk Community Development District (“**District**”), hereby makes the following certifications in connection with an acquisition of certain Econlockhatchee Trail Segment E2 Phase 2A work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, schedules, invoices, and other documents.
2. The Work Product and Improvements are within the scope of the Econlockhatchee Trail Segment E2 Phase 2A project as set forth in the *Engineer’s Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The total costs associated with the Work Product and Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by Beachline North Residential, LLC, to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.

5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product and Improvements.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

DONALD W. MCINTOSH ASSOCIATES, INC.

By: 
John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 10th day of July, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]



(Official Notary Signature & Seal)

Name: Lisa E. Toney
Personally Known

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$336,757.56	\$0.00	\$336,757.56
Water System	Blue Ox	\$320,953.41	\$0.00	\$320,953.41
Reclaimed Water	Blue Ox	\$333,578.12	\$0.00	\$333,578.12
SUBTOTAL				\$991,289.09
Less 10% Retainage				\$99,128.91
TOTAL ACQUISITION PRICE				\$892,160.18

**CERTIFICATE OF CONSULTING ENGINEER
RELATING TO ACQUISITION OF UTILITY INFRASTRUCTURE**

June 29, 2023

Board of Supervisors
Riverwalk Community Development District

Re: Riverwalk Community Development District
Acquisition of Utility Infrastructure
Econlockhatchee Trail Segment E2 Phase 2A

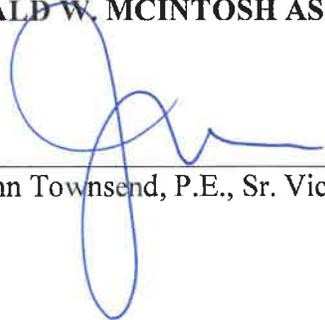
Ladies and Gentlemen:

The undersigned, a representative of Donald W. McIntosh Associates, Inc. (“**Consulting Engineer**”), as Consulting Engineer for Pulte Home Company, LLC (“**Developer**”), hereby makes the following certifications in connection with an acquisition by the Riverwalk Community Development District of certain Econlockhatchee Trail Segment E2 Phase 2A work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate. In consideration of good and valuable consideration, and an additional payment of \$10.00, the receipt and adequacy of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, schedules, invoices, and other documents.
2. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
3. The total costs associated with the Work Product and Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Work Product and Improvements.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

DONALD W. MCINTOSH ASSOCIATES, INC.

By: 
John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 10th day of July, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]


(Official Notary Signature & Seal)

Name: Lisa E Toney
Personally Known

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$336,757.56	\$0.00	\$336,757.56
Water System	Blue Ox	\$320,953.41	\$0.00	\$320,953.41
Reclaimed Water	Blue Ox	\$333,578.12	\$0.00	\$333,578.12
SUBTOTAL				\$991,289.09
Less 10% Retainage				\$99,128.91
TOTAL ACQUISITION PRICE				\$892,160.18

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF ORANGE

I, Douglas Edward Hoffman, as Vice President of **Beachline North Residential, LLC**, a Florida limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Douglas Edward Hoffman, and I am Vice President of **Beachline North Residential, LLC**, a Florida limited liability company ("**Developer**"). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Riverwalk Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report for Capital Improvement Program*, dated January 17, 2023 ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer's Report.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[CONTINUED ON NEXT PAGE]

Executed this 29 day of June, 2023.

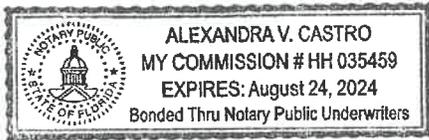
BEACHLINE NORTH RESIDENTIAL, LLC, a
Florida limited liability company

By: Douglas Edward Hoffman
Its: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of June, 2023, by Douglas Edward Hoffman, as Vice President of **Beachline North Residential, LLC**, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Notary Public Signature

Alexandra V Castro

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No. HH035459

My Commission Expires: 08/24/24

Exhibit A: Description of Improvements and/or Work Product

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$336,757.56	\$0.00	\$336,757.56
Water System	Blue Ox	\$320,953.41	\$0.00	\$320,953.41
Reclaimed Water	Blue Ox	\$333,578.12	\$0.00	\$333,578.12
SUBTOTAL				\$991,289.09
Less 10% Retainage				\$99,128.91
TOTAL ACQUISITION PRICE				\$892,160.18

**ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF UTILITY INFRASTRUCTURE**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the 12th day of July, 2023, by **Blue Ox Enterprises, LLC**, having offices located at 500 North Way, Sanford, Florida 32773 (“Contractor”), in favor of the **Riverwalk Community Development District** (“District”), which is a local unit of special-purpose government situated in the City of Orlando, Florida, and having offices located at 219 East Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to that certain agreement (“Contract”) dated July 11, 2022, and between Contractor and Beachline North Residential, LLC (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** (“Improvements”); and

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

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

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

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

BLUE OX ENTERPRISES, LLC
Contractor


By: Steve Lembrich
Its: owner

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of July, 2023, by Steve Lembrich as owner of Blue Ox Enterprises, LLC, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)


Notary Public Signature



(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
 UTILITY INFRASTRUCTURE ACQUISITION COSTS
 ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$336,757.56	\$0.00	\$336,757.56
Water System	Blue Ox	\$320,953.41	\$0.00	\$320,953.41
Reclaimed Water	Blue Ox	\$333,578.12	\$0.00	\$333,578.12
SUBTOTAL				\$991,289.09
Less 10% Retainage				\$99,128.91
TOTAL ACQUISITION PRICE				\$892,160.18

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Beachline North Residential, LLC**, a Florida limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Riverwalk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit: those components of the Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whatsoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 29 day of June, 2023.

Signed, sealed and delivered in the presence of:

BEACHLINE NORTH RESIDENTIAL, LLC,
a Florida limited liability company

Witnessed:

Kimberly Clayton
Print Name: Kimberly Clayton

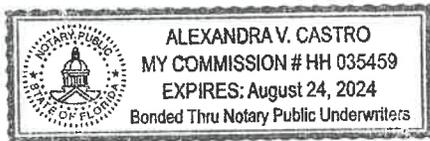
Douglas Hoffman
Print Name: Douglas Edward Hoffman
Print Title: Vice President

Alexandra V Castro
Print Name: Alexandra V Castro

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of June, 2023, by Douglas Hoffman, as Vice President of Beachline North Residential, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Alexandra V Castro
Notary Public Signature
Alexandra V Castro
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH035459
My Commission Expires: 08/24/24

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

**RIVERWALK CDD
UTILITY INFRASTRUCTURE ACQUISITION COSTS
ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A**

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$336,757.56	\$0.00	\$336,757.56
Water System	Blue Ox	\$320,953.41	\$0.00	\$320,953.41
Reclaimed Water	Blue Ox	\$333,578.12	\$0.00	\$333,578.12
SUBTOTAL				\$991,289.09
Less 10% Retainage				\$99,128.91
TOTAL ACQUISITION PRICE				\$892,160.18

SECTION XI

Riverwalk Community Development District

Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Ph: (407) 841-5524

BILL OF SALE RIVERWALK UTILITY IMPROVEMENTS

This Bill of Sale is between Riverwalk Community Development District, a local unit of special purpose governments established pursuant to Chapter 190, *Florida Statutes*, located at 219 East Livingston Street, Orlando, Florida 32801 (hereinafter referred to as “SELLER”) and Orange County, a political subdivision of the State of Florida, (hereinafter referred to as “BUYER”). SELLER, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid to SELLER by BUYER, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to BUYER all goods which comprise:

those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances installed and/or constructed by SELLER in connection therewith; and

those components of the Econlockhatchee Trail Segment E2 Phase 1 project as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed by SELLER in connection therewith; and

those components of the Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed by SELLER in connection therewith.

BUYER shall have all rights and title to the goods in itself and its assigns.

SELLER warrants that it is lawful owner of the goods and the goods are free from all liens and encumbrances. SELLER has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

[Signature page follows]

IN WITNESS WHEREOF, SELLER has executed this Agreement on the ____ day of _____, 2023.

SELLER: Riverwalk Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: George Flint, District Manager

Chris Wrenn, Chair

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ATTEST: _____
George Flint, Secretary, Riverwalk Community Development District

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Chris Wrenn, who is personally known to me.

SECTION XII

*This item will be provided under
separate cover*

SECTION XIII

SECTION C

SECTION 1

Riverwalk Community Development District

Summary of Check Register

May 8, 2023 through to July 5, 2023

Fund	Date	Check No.'s	Amount
General Fund	5/11/23	22	\$ 2,865.00
	6/9/23	23-24	\$ 4,473.42
	6/23/23	25-26	\$ 8,414.98
Total Amount			\$ 15,753.40

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/11/23	00005	4/27/23	3210423	202303	310	51300	31500		GENERAL COUNSEL - MAR 23	*	1,415.00		
		4/27/23	3210424	202305	300	20700	10200		FR#11 BOND VALID.-3/23	*	1,450.00		
KUTAK ROCK LLP											2,865.00	000022	
6/09/23	00007	5/05/23	44098	202304	310	51300	31100		GENERAL ENGINEER-04/21/23	*	862.50		
DONALD W. MCINTOSH ASSOCIATES, INC											862.50	000023	
6/09/23	00001	5/01/23	9	202305	310	51300	34000		MANAGEMENT FEES - MAY 23	*	3,333.33		
		5/01/23	9	202305	310	51300	35200		WEBSITE MANAGEMENT-MAY 23	*	100.00		
		5/01/23	9	202305	310	51300	35100		INFORMATION TECH - MAY 23	*	150.00		
		5/01/23	9	202305	310	51300	51000		OFFICE SUPPLIES	*	.15		
		5/01/23	9	202305	310	51300	42000		POSTAGE	*	3.14		
		5/01/23	9	202305	310	51300	42500		COPIES	*	24.30		
GOVERNMENTAL MANAGEMENT SERVICES											3,610.92	000024	
6/23/23	00001	6/01/23	10	202306	310	51300	34000		MANAGEMENT FEES JUN23	*	3,333.33		
		6/01/23	10	202306	310	51300	35200		WEBSITE ADMIN JUN23	*	100.00		
		6/01/23	10	202306	310	51300	35100		INFORMATION TECH JUN23	*	150.00		
		6/01/23	10	202306	310	51300	51000		OFFICE SUPPLIES JUN23	*	.03		
		6/01/23	10	202306	310	51300	42000		POSTAGE JUN23	*	.60		
GOVERNMENTAL MANAGEMENT SERVICES											3,583.96	000025	
6/23/23	00005	5/30/23	3225510	202304	310	51300	31500		GENERAL COUNSEL APR23	*	1,082.50		
		5/30/23	3225511	202306	300	20700	10200		BOND VALIDATION APR23	*	3,748.52		
KUTAK ROCK LLP											4,831.02	000026	

TOTAL FOR BANK A 15,753.40

TOTAL FOR REGISTER 15,753.40

RVWK RIVERWALK CWRIGHT

SECTION 2

Riverwalk
Community Development District

Unaudited Financial Reporting
May 31, 2023



Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Capital Projects Fund</u>
4	<hr/>	<u>Month to Month</u>

Riverwalk
Community Development District
Combined Balance Sheet
May 31, 2023

		<i>General Fund</i>
Assets:		
Cash:		
Operating Account	\$	11,235
Total Assets	\$	11,235
Liabilities:		
Accounts Payable	\$	5,556
Total Liabilites	\$	5,556
Fund Balance:		
Unassigned	\$	5,679
Total Fund Balances	\$	5,679
Total Liabilities & Fund Balance	\$	11,235

Riverwalk
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Revenues:				
Developer Contributions	\$ 138,170	\$ 49,665	\$ 49,665	\$ -
Total Revenues	\$ 138,170	\$ 49,665	\$ 49,665	\$ -
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 8,000	\$ -	\$ 8,000
FICA Expense	\$ 918	\$ 612	\$ -	\$ 612
Engineering	\$ 15,000	\$ 10,000	\$ 1,923	\$ 8,078
Attorney	\$ 25,000	\$ 16,667	\$ 8,543	\$ 8,124
Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,042	\$ -	\$ -	\$ -
Management Fees	\$ 40,000	\$ 26,667	\$ 26,667	\$ 0
Information Technology	\$ 1,800	\$ 1,200	\$ 1,200	\$ -
Website Maintenance	\$ 1,200	\$ 800	\$ 2,550	\$ (1,750)
Telephone	\$ 300	\$ 200	\$ -	\$ 200
Postage & Delivery	\$ 1,000	\$ 667	\$ 26	\$ 641
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Copies	\$ 1,000	\$ 667	\$ 64	\$ 602
Legal Advertising	\$ 10,000	\$ 10,000	\$ 10,485	\$ (485)
Contingencies	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
Office Supplies	\$ 625	\$ 417	\$ 37	\$ 380
Travel Per Diem	\$ 660	\$ 440	\$ -	\$ 440
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Expenditures	\$ 138,170	\$ 84,844	\$ 56,668	\$ 28,175
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (7,003)	
Fund Balance - Beginning	\$ -		\$ 12,683	
Fund Balance - Ending	\$ -		\$ 5,679	

Riverwalk
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 663	\$ (663)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 5,557	\$ (5,557)
Total Expenditures	\$ -	\$ -	\$ 6,220	\$ (6,220)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (6,220)	
Other Financing Sources/(Uses):				
Developer Advances	\$ -	\$ -	\$ 6,220	\$ 6,220
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 6,220	\$ 6,220
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ -	

Riverwalk
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 5,000	\$ 7,172	\$ 4,075	\$ 3,501	\$ 10,901	\$ 9,271	\$ 3,856	\$ 5,888	\$ -	\$ -	\$ -	\$ -	\$ 49,665
Total Revenues	\$ 5,000	\$ 7,172	\$ 4,075	\$ 3,501	\$ 10,901	\$ 9,271	\$ 3,856	\$ 5,888	\$ -	\$ -	\$ -	\$ -	\$ 49,665
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ 795	\$ -	\$ -	\$ -	\$ 265	\$ 863	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,923
Attorney	\$ 470	\$ 3,629	\$ 427	\$ 931	\$ 589	\$ 1,415	\$ 1,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,543
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ 26,667
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Website Maintenance	\$ 100	\$ 1,850	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 2,550
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ 4	\$ 1	\$ 2	\$ 11	\$ 3	\$ 2	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ 26
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Copies	\$ -	\$ 2	\$ 20	\$ -	\$ 13	\$ -	\$ 6	\$ 24	\$ -	\$ -	\$ -	\$ -	\$ 64
Legal Advertising	\$ 3,493	\$ 503	\$ 2,100	\$ 223	\$ 4,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,485
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ 0	\$ 0	\$ 0	\$ 36	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 37
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total Expenditures	\$ 12,722	\$ 10,265	\$ 6,131	\$ 4,739	\$ 8,397	\$ 5,266	\$ 5,536	\$ 3,611	\$ -	\$ -	\$ -	\$ -	\$ 56,668
Excess (Deficiency) of Revenues over Expenditures	\$ (7,722)	\$ (3,093)	\$ (2,056)	\$ (1,239)	\$ 2,504	\$ 4,005	\$ (1,680)	\$ 2,278	\$ -	\$ -	\$ -	\$ -	\$ (7,004)

SECTION 3

Riverwalk
Community Development District

Funding Request #11
May 4, 2023

Bill to: PulteGroup

Payee	CAPITAL PROJECTS (1)	General Fund FY23
1 Kutak Rock LLP		
Invoice # 3210423 - General Counsel		\$ 1,415.00
Invoice # 3210424 - Bond Validation	\$ 1,450.00	
	\$ 1,450.00	\$ 1,415.00
Total:		\$ 2,865.00

Please make check payable to:

Riverwalk
Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 27, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3210423

Client Matter No. 28723-1

Notification Email: eftgroup@kutakrock.com

Riverwalk CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3210423

28723-1

Re: General Counsel

For Professional Legal Services Rendered

03/03/23	T. Mackie	0.20	66.00	Conference regarding District matters and March meeting agenda
03/04/23	L. Whelan	0.50	192.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
03/07/23	R. Dugan	0.10	27.00	Correspondence with district manager regarding meeting agenda
03/07/23	T. Mackie	0.10	33.00	Conference regarding board meeting
03/09/23	R. Dugan	0.50	135.00	Review agenda package and prepare for board meeting
03/15/23	R. Dugan	1.10	297.00	Prepare for board meeting; attend board meeting; meeting follow-up correspondence
03/16/23	R. Dugan	1.00	270.00	Review and analyze plat; correspondence regarding same
03/20/23	A. Barber	0.60	96.00	Prepare Notice of Intent to Award Professional Auditing Services; forward same to District Manager
03/31/23	T. Mackie	0.90	297.00	Review Phase 1C plat and Econ Trail

KUTAK ROCK LLP

Riverwalk CDD

April 27, 2023

Client Matter No. 28723-1

Invoice No. 3210423

Page 2

plat and conference with Grossman
regarding same; conference with
Wrenn

TOTAL HOURS 5.00

TOTAL FOR SERVICES RENDERED \$1,413.50

DISBURSEMENTS

Freight and Postage 1.50

TOTAL DISBURSEMENTS 1.50

TOTAL CURRENT AMOUNT DUE \$1,415.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 27, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3210424

Client Matter No. 28723-4

Notification Email: eftgroup@kutakrock.com

Mr. George Flint

Riverwalk CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3210424

28723-4

Re: Validation

For Professional Legal Services Rendered

03/20/23	A. Barber	4.00	640.00	Obtain exhibits for joint stipulation; communicate with Virgen for copies of outstanding exhibits; compile draft of joint stipulation; prepare certificates and forward same to District for execution; update bond validation checklist; edit and make comments on updated draft of joint stipulation for Dugan review
03/23/23	A. Barber	0.50	80.00	Finalize draft of joint stipulation and forward to Dugan for review
03/24/23	R. Dugan	1.50	405.00	Prepare joint stipulation; confer and correspond regarding same
03/31/23	A. Barber	1.00	160.00	Update draft of joint stipulation
03/31/23	T. Mackie	0.50	165.00	Conference regarding validation status
TOTAL HOURS		7.50		

KUTAK ROCK LLP

Riverwalk CDD

April 27, 2023

Client Matter No. 28723-4

Invoice No. 3210424

Page 2

TOTAL FOR SERVICES RENDERED \$1,450.00

TOTAL CURRENT AMOUNT DUE \$1,450.00

Riverwalk

Community Development District

Bill to: PulteGroup

Funding Request #12
May 18, 2023

Payee	General Fund FY23
1 Donald W McIntosh Associates Inc. Invoice # 44098 - General Engineering	\$ 862.50
2 Governmental Manangement Services Invoice # 9 - May 2023	\$ 3,610.92
	\$ 4,473.42
<hr/>	
	Total: \$ 4,473.42

Please make check payable to:

Riverwalk
Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

Donald W McIntosh Associates Inc.
 2200 Park Avenue North
 Winter Park, FL 32789-2355
 (407) 644-4068

Riverwalk Community Development District
 6200 Lee Vista Boulevard, Suite 300
 Orlando, FL 32822

Invoice number 44098
 Date 05/05/2023

Project 22618 Riverwalk CDD

For Period Through April 21, 2023

Invoice Summary

Description	Current Billed
Meetings and general administration	862.50
Reimbursable Expenses - Meetings	0.00
Total	862.50

Professional Fee Detail

	Hours	Rate	Billed Amount
Design Technician	0.25	100.00	25.00
Engineering Department Director	3.00	265.00	795.00
Project Manager Assistant	0.50	85.00	42.50
Professional Fee Detail subtotal	3.75		862.50

Invoice total **862.50**

RECEIVED

MAY 09 2023

Invoice Supporting Detail

22618 Riverwalk CDD

001 Meetings and general administration

Phase Status: Active

Billing Cutoff: 04/21/2023

Labor

WIP Status: Billable

Date	Units	Rate	Amount
------	-------	------	--------

Design Technician

Christopher D. Chandler

Time Per Contract

04/18/2023 0.25 100.00 25.00

Create shapefile of CDD boundary.

Subtotal 0.25 25.00

Engineering Department Director

John T. Townsend

Time Per Contract

04/19/2023 3.00 265.00 795.00

*Bond Validation hearing preparation and attendance
 Monthly Board Meeting preparation and attendance*

Subtotal 3.00 795.00

Project Manager Assistant

Barbra M. Demmer

Time Per Contract

04/18/2023 0.50 85.00 42.50

Bond Validation Hearing testimony to KutakRock; shapefiles to OC Supervisor of Elections Office.

Subtotal 0.50 42.50

Labor total 3.75 862.50

999 Reimbursable Expenses - Meetings

Phase Status: Active

Billing Cutoff: 04/21/2023

WIP Status:

Date	Units	Rate	Amount
------	-------	------	--------

Subtotal 0.00

total 0.00

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763

RECEIVED MAY 05 2023

Invoice**Invoice #:** 9**Invoice Date:** 5/1/23**Due Date:** 5/1/23**Case:****P.O. Number:****Bill To:**Riverwalk CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - May 2023		3,333.33	3,333.33
Website Administration - May 2023		100.00	100.00
Information Technology - May 2023		150.00	150.00
Office Supplies		0.15	0.15
Postage		3.14	3.14
Copies		24.30	24.30
Total			\$3,610.92
Payments/Credits			\$0.00
Balance Due			\$3,610.92

SECTION 4

**BOARD OF SUPERVISORS MEETING DATES
RIVERWALK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

The Board of Supervisors of the Riverwalk Community Development District will hold their regular meetings for Fiscal Year 2023/2024 at 6200 Lee Vista Boulevard, Suite 300, Orlando, Florida 32822, at 3:30 p.m. unless otherwise indicated as follows:

**October 18, 2023
November 15, 2023
December 20, 2023
January 17, 2024
February 21, 2024
March 20, 2024
April 17, 2024
May 15, 2024
June 19, 2024
July 17, 2024
August 21, 2024
September 18, 2024**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC

SECTION 5

BILL COWLES
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:
Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.

April 15, 2023

Monica Virgen, Recording Secretary
Riverwalk Community Development District
Governmental Management Services
219 E. Livingston Street
Orlando, Florida 32801

Dear Ms. Virgen:

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the Development District as of **April 15, 2023**. Our research is based on the most recent legal description provided to us by the District Office.

As of **April 15, 2023**, there are **0 registered voters** in the Riverwalk Community Development District.

A map and list of addresses can be provided upon request. If you have any questions or corrections, please contact the Mapping Department at 407-254-6554.

Sincerely,

Mapping Department
Orange County Supervisor of Elections
Phone: 407-254-6554
119 W. Kaley St
Orlando, FL 32806
soemapping@ocfelections.gov