

*Riverwalk
Community Development District*

Meeting Agenda

November 15, 2023

AGENDA

Riverwalk

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

November 8, 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, November 15, 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 July 19, 2023 Board of Supervisors Meeting
4. Consideration of Pond Maintenance Proposals
 - A. Applied Aquatics
 - B. Solitude
 - C. Aquatic Weed Management
5. Consideration of Fountain Maintenance Proposals
 - A. Solitude
 - B. Cascade
6. Consideration of Landscape Maintenance Proposal
7. Consideration of Monument Fountain Maintenance Proposals
 - A. 5 Star Pools
8. Ratification of Non-Ad Valorem Assessment Agreement with Orange County Property Appraiser
9. Discussion of Stormwater Pond 10B
 - A. Consideration of Drainage Easement Agreement Between the District and Crown Lakes, L.L.C and Crown Lakes Tract 14, L.L.C
 - B. Consideration of Cost Share Agreement for Stormwater Maintenance Between the District and Crown Lakes L.L.C and Crown Lakes Tract 14, L.L.C
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
11. Field Manager's Report

12. Other Business
13. Supervisor's Requests
14. 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, **July 19, 2023** at 3:30 p.m. at 6200 Lee Vista Boulevard, Suite 300, Orlando, Florida.

Present and constituting a quorum:

Eric Baker
Mary Burns
Val Lescano

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

George Flint
Ryan Dugan *by phone*
John Townsend *by phone*

District Manager, GMS
District Counsel
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.

Mr. Flint asked for a motion to approve adding a Deficit Funding Agreement and a Direct Collection Agreement to the agenda as items 10 and 11.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Adding the Deficit Funding Agreement and Direct Collection Agreements to the Agenda, was approved.
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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 April 19, 2023
Board of Supervisors Meeting**

Mr. Flint presented the minutes from the April 19, 2023 meeting and asked the Board for any comments or corrections.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, the Minutes from April 19, 2023 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Administration of Oath of Office to Newly Elected Board Member

Mr. Flint noted that he would need to swear in Mr. Justin Grauer at the next meeting.

FIFTH ORDER OF BUSINESS

Public Hearing

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Opening the Public Hearing, was approved.

A. Consideration of Resolution 2023-14 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations

Mr. Flint presented Resolution 2023-14, noting that the Board had previously approved a proposed budget and they had set the current day as the public hearing date. He noted that the proposed budget was in the agenda package as Exhibit A to the resolution. He noted that it included administrative expenses and field expenses, they were also proposing to assess 375 units. He added that the units with plats that were recorded would be on-roll and the remaining units would be direct billed. He also added that there was a developer contribution for the balance of \$107,133.

Mr. Flint noted that there were no members of the public present and asked the Board for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Resolution 2023-14 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2023-15 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint presented the resolution, noting that there were two exhibits attached with the approved budget and the assessment roll. He noted that the assessment roll totaled 375 units.

Mr. Flint noted that there were no members of the public present and asked the Board for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Resolution 2023-15 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-16
Appointing an Assistant Treasurer**

Mr. Flint presented the resolution, noting that they were asking all of the Boards that GMS managed to appoint Darrin Mossing Sr. as an Assistant Treasurer to allow him to be a signer on the bank accounts, noting that he was the President of GMS.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Resolution 2023-16 Appointing an Assistant Treasurer, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-17 Re-
Designating Bank Account Signatories**

Mr. Flint presented the resolution, noting that it redesignated the signers on the District's bank account. He noted that they previously had specific names listed but that it was now modified to reference the offices, which were Treasurer, Assistant Treasurer, and Secretary to be able to be signers on the account. He asked for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Lescano, with all in favor, Resolution 2023-17 Re-Designating Bank Account Signatories, was approved.

EIGHTH ORDER OF BUSINESS

Ratification of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser

Mr. Flint presented the agreement, noting that in order to use the tax bill as the collection method for assessments, statutes required that they enter into an agreement with the property appraiser and tax collector. He asked for a motion to ratify.

On MOTION by Ms. Lescano, seconded by Mr. Baker, with all in favor, the Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser, was ratified.

NINTH ORDER OF BUSINESS

Consideration of Acquisition Agreement

Mr. Flint noted that he had handed out a revised version of the agreement and asked Mr. Dugan to present the agreement.

Mr. Dugan presented the agreement, noting that it would accomplish the District’s acquisition of the infrastructure and permits that were included in the District’s capital improvement program. He also noted that the agreement laid out the process of how the District was going to acquire it from the developer and laid out the needed documentation.

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

TENTH ORDER OF BUSINESS

Consideration of Direct Collection Agreement – ADDED

Mr. Dugan presented the agreement, noting that there would be certain costs that would be collected off the assessment roll. He added that the agreement laid out the process and provisions required, and asked if there were any questions.

Hearing no comments, Mr. Flint asked for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Lescano, with all in favor, the Direct Collection Agreement, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2024 Deficit Funding Agreement – ADDED

Mr. Dugan presented the agreement, noting that it reflected the fact that the District had set the budget at a certain dollar amount. He added that in the event that expenses come in were more than that dollar amount, the developer would commit to pay for the expenses over the budgeted amount. He asked for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Lescano, with all in favor, the Fiscal Year 2024 Deficit Funding Agreement, was approved.

TWELFTH ORDER OF BUSINESS

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**

Mr. Dugan presented the acquisition agreement, noting that the agenda packet included documentation related to the Acquisition of Water and Sewer Infrastructure Improvements. He added that they were described in the Engineer’s Report that was developed for the District. He also noted that they were the to-date improvements that were complete and ready for the District to acquire. He also added that the acquisition was specifically for Riverwalk Phase 1A. He stated that all documentation had been reviewed and that the total acquisition for the improvements was \$4,237,057.48. He asked for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Lescano, with all in favor, Acquisition of Water and Sewer Infrastructure Improvements, was approved.

THIRTEENTH ORDER OF BUSINESS

Consideration of Bill of Sale for Water and Sewer Improvements

Mr. Dugan presented the Bill of Sale, noting that it was related to the previous water and sewer acquisition. He added the ultimate maintenance entity for the improvements would be Orange County, therefore the District needed to transfer the improvements to them within the provided bill of sale. He asked for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Bill of Sale for Water and Sewer Improvements, was approved.

FOURTEENTH ORDER OF BUSINESS Consideration of Stormwater Pond Acquisition

Mr. Dugan presented the Stormwater Pond Acquisition, noting that the District was considering acquiring that pond located outside the boundaries of the District but that it did support the properties of the District. He added that the current owners of the pond were conveying it to the District at no cost. He also noted that he worked with John Townsend to find three properties that were benefitting from the pond regarding the stormwater retention. He asked for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Stormwater Pond Acquisition, was approved.

FIFTEENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Dugan stated that he had nothing further to report but was happy to answer any questions.

B. Engineer

Mr. Townsend stated that he had nothing to report.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint presented the check register for the general fund from May 8th through July 5th totaling \$15,753.40, adding that the detail was behind the summary. He asked for a motion to approve.

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 May. He offered to answer any questions that the Board had.

iii. Ratification of Funding Requests 11-12

Mr. Flint stated that the funding requests were transmitted to the developer under the funding agreement. He added that Requisition #11 was for District Counsel expenses and that #13 was for District Engineer and District Manager. He asked for a motion to ratify.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Funding Requests 11-12, were ratified.

iv. Approval of Fiscal Year 2024 Meeting Dates

Mr. Flint stated that a notice had been prepared that followed the same meeting location 1t 3:30 pm on the dates indicated in the notice. He asked for a motion to approve.

On MOTION by Mr. Baker, seconded by Ms. Lescano, with all in favor, Fiscal Year 2024 Meeting Dates, was approved.

v. Presentation of Number of Registered Voters: 0

Mr. Flint provided the number of registered voters was at 0.

SIXTEENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

SEVENTEENTH ORDER OF BUSINESS Supervisor’s Requests

There being no comments, the next item followed.

EIGHTEENTH 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 4

SECTION A



P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 27, 2023

Name Riverwalk CDD
c/o GMS
Address 219 E Livingston St
City Orlando, FL 32801
Phone 407-750-3599

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and **signee** hereafter called "Customer".

The parties hereto agree as follows

A. AAM agrees to provide aquatic management services for a period of **12 months** in accordance with the terms and conditions of this Agreement in the following sites:

Four (4) Storm Water Retention Ponds Associated with Riverwalk CDD Located Near 10024 Lee Vista Blvd Orlando, FL 32829

B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- 1. Shoreline brush & grass control **Included**
- 2. Emerged vegetation control **Included**
- 3. Floating vegetation control **Included**
- 4. Filamentous algae control **Included**
- 5. Submersed vegetation control **Included**

Service shall consist of a minimum of monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2023 thru 09/30/2024.
Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$1,615.00	Due <u>monthly</u> as billed x 12.
Total Annual Cost	\$19,380.00	

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within **NA** days, weather permitting, from the date of execution or receipt of the proper permits.
- E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before October 27, 2023
- F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/27/2023

Accepted

Date:

AAM

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customer's request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

SECTION B

SERVICES CONTRACT

CUSTOMER NAME: Riverwalk CDD

SUBMITTED TO: Jarett Wright

CONTRACT EFFECTIVE DATE: November 1, 2023, through October 31, 2024

SUBMITTED BY: Stephen AmRhein

SERVICES: Aquatic Vegetation Management

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$14,820.00**. SOLitude shall invoice Customer **\$1,235.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per

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Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Riverwalk CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A – SERVICES

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of

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aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.

3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Aquatic Weed Control:

1. Lake(s) will be inspected on a **one time per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Lake Algae Control:

1. Lake(s) will be inspected on a **one time per month** basis. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Lake Dye:

1. **Lake Dye** will be applied to the pond(s) on an as needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.

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- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SECTION C

ESTIMATE

Aquatic Weed Management, Inc.
PO Box 1259
Haines City, FL 33845

WATERWEED1@AOL.COM
+1 (863) 412-1919



Riverwalk CDD

Bill to

Riverwalk CDD

Estimate details

Estimate no.: 1332

Estimate date: 09/22/2023

Product or service	Amount
1. Scope of Work	\$775.00
Monthly pond herbicide maintenance on 4 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.	
Total	\$775.00

Note to customer

Thank you for your business!

SECTION 5

SECTION A

SERVICES CONTRACT

CUSTOMER NAME: Riverwalk CDD
SUBMITTED TO: Jarett Wright
CONTRACT DATE: October 1, 2023 to September 31, 2024
SUBMITTED BY: Stephen AmRhein
SERVICES: Fountain Maintenance on 6 10HP fountains

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$5,000.00**. SOLitude shall invoice Customer **\$1,250.00** per Quarter for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each quarter, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each quarterly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

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4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Riverwalk CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Quarterly Fountain Maintenance on 6 fountains.

Fountain Maintenance Service:

1. Company will service the fountains **four (4) times per year** on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

Service Reporting:

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1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SECTION B

**CASCADE FOUNTAINS DIV.
FOUNTAIN DESIGN GROUP, INC.**

7628 N.W 6th AVENUE BOCA RATON, FL. 33487
SERVICE CENTERS : ORLANDO AND TAMPA
PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 6999

Date: November. 08, 2023

To: Riverwalk CDD
c/o GMS - Central Florida
219 E. Livingston Street
Orlando, Fl. 32801

Ship To: Riverwalk CDD
S. Econlockatchee Trail
Orlando, Fl. 32829

Attn: Jarrett Wright
Phone: 407-841-5524
Cell: [407-750-3599](tel:407-750-3599)
Email: jwright@gmscfl.com

FOUNTAIN MAINTENANCE PROPOSAL

Scope of Work:

Fountain Design Group will perform the following Quarterly cleaning, (6) Six Floating Fountains at the property listed above, per the check list below:

- 1) Check control panel components and amperage draw on pump and motors, including timers on fountain
- 2) Clean exterior of intake screen on lake fountain
- 3) Clean, check, and adjust water feature jets on lake fountain
- 4) Clean and check lenses on lighting system for lake fountain
- 5) Visually check all accessible piping systems for possible damage
- 6) Make any needed repairs under \$400.00 to fountain or components

This is a cleaning contract only and any other services required besides those listed above will be quoted. Once we receive approval we will proceed with repairs.

If additional service is required, our standard labor rate of \$135.00 for first half hour and \$105.00 each additional hour thereafter, plus parts.

**Either party may cancel this agreement with a 30-Day Notice.

***This is a cleaning contract only, repair will be charged out at our labor rate plus cost of parts used. If we are unable to repair the fountain a quote will be sent to replace the fountain with a new lake fountain.

COST : \$600.00 per Quarterly Cleaning

Payable upon receipt of invoice to Fountain Design Group, Inc.

**Respectfully Submitted,
FOUNTAIN DESIGN GROUP**

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature:

Date of Acceptance:

CONDITIONS

All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client and will become an additional charge from the approved proposal amount

SECTION 6

*This item will be provided under
separate cover*

SECTION 7

SECTION A



FIVE STAR PROFESSIONAL POOL CLEANING

The Sands Orlando Apartments
3700 Curry Ford Rd
Orlando Fl. 32806

10/25/2023

RE: Fountain Cleaning Service Bid

Dear Jarett,

We have visited the two fountain on your property and inspected the plumbing and mechanical systems in order to provide you with an accurate proposal to perform service at Riverwalk Property.

Our proposed service interval is for 2 times weekly services up to and including all Certified Pool Operators procedures as outlined in the NSPF curriculum for weekly Commercial pool service.

Cost for 2 days/wk. For each fountain is 350usd/ Per month.

Additionally, We estimate chemical consumption to be 1 50lb bucket per month for both fountains together along with a single case of acid. We can sell this to you separately or you can acquire it from your current vendor Spies Pool LLC. This would be monthly estimated usage, and year round. Possibly less in the winter. We will add most other chemicals complementary (organic algaecide, stabilizer, shock) within our proposed price and services.

This price is set monthly for 2024. If adjustments are required to keep us in proper value we will communicate that to you for the following budget year. However the proposed price should be accurate value to get you our signature Preventative Services that so many other CPO companies lack.

Please contact us with any questions once you have had an opportunity to review this letter. We also have a long list of commercial references and a perfect operational record on commercial properties for your request.

Thank you for your opportunity, we look forward to working with you.

Best Regards,

David Purser
Owner
Five Star Professional Pool Cleaning
407-970-9299

CM signature of approval _____ Date: _____

SECTION 8



NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1st day of October 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, 2024.

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 2024 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@ocpafl.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, MBA

Date _____

RIVERWALK CDD

Name George S. Flint

Signed [Signature] District Manager / Secretary

Date 11/8/23

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.

SECTION 9

SECTION A

Prepared by and Return To:
Greg W. Dworzanowski, Esq.
5422 Bay Center Drive, Suite 110
Tampa, Florida 33609

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (“Agreement”) is made and entered into this _____ day of _____ 2023 by and between Crown Lakes, L.L.C., a Florida limited liability company (“Crown Lakes”) and Crown Lakes Tract 14, L.L.C., a Florida limited liability company (“CL Tract 14”) (Crown Lakes and CL Tract 14 are referred to collectively as the “Commercial Owner”), and Riverwalk Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Orlando, Florida, with a mailing address c/o Governmental Management Services – Central Florida, 219 East Livingston Street, Orlando, Florida 32801 (the “Drainage Parcel Owner”). Commercial Owner and Drainage Parcel Owner may be referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, on or about even date herewith, Drainage Parcel Owner acquired fee simple title to certain real property located in Orange County, Florida, more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Drainage Parcel”) referred to as “Retention Pond 10B” in that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded in O.R. Book 09062, Page 4550, Public Records of Orange County, Florida (the “Existing REA”);

WHEREAS, Crown Lakes is the fee simple owner of certain real property located in Orange County, Florida, that is more particularly described in Exhibit “B-1” attached hereto and made a part hereof (“Tract 13”) and described on Exhibit “B-2” attached hereto and made a part hereof (“Tract 14 Lot 2”) (Tract 13 and Tract 14 Lot 2 are referred to herein collectively as the “Crown Lakes Parcels”);

WHEREAS, CL Tract 14 is the fee simple owner of certain real property located in Orange County, Florida, that is more particularly described in Exhibit “C” attached hereto and made a part hereof (the “Tract 14 Lot 1”) (the Crown Lakes Parcels and Tract 14 Lot 1 are referred to herein collectively as the “Commercial Parcels”).

WHEREAS, Commercial Owner and Drainage Parcel Owner have agreed to enter into this Agreement in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, Drainage Parcel Owner and Commercial Owner agree as follows:

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

2. Definitions.

(a) “Owner” means with respect to the Drainage Parcel the fee simple owner of the Drainage Parcel. The term “Owner” means with respect to the Commercial Parcel, each fee simple owner of all or any subdivided portion of the Commercial Parcel.

(b) “St. Johns Permit” shall mean the St. Johns River Water Management District permit # 40-095-58516-8 and 4-094-58516-5 (and any necessary modifications to such permit obtained in connection with the development of the Commercial Parcels or Drainage Parcel), and applicable St. Johns River Water Management District rules.

(c) “Stormwater Management System” means the system within the Drainage Parcel to be utilized by the Commercial Parcels and adjacent public right of way drainage designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, including without limitation, all associated piping and outfall structures, in accordance with the St. Johns Permit of a size and capacity sufficient to accommodate one hundred percent (100%) of the stormwater requirements for the Commercial Parcels assuming a maximum impervious surface ratio of 85% with respect to each of the Commercial Parcels, inclusive of any other users of the Stormwater Management System from time to time. The parties agree and acknowledge that the St. Johns Permit currently contemplates development at a 75% impervious surface ratio and therefore must be modified administratively to accommodate development at the 85% impervious surface ratio required herein.

3. Grant of Easement for Use of Stormwater Management System.

(a) Drainage Parcel Owner hereby grants and conveys to Commercial Owner, its successors and assigns, for the benefit of the Commercial Parcels, and each Owner thereof, a perpetual, non-exclusive easement in, to, over and across the Drainage Parcel and over the Stormwater Management System to permit the Commercial Owner to tie into and utilize the Stormwater Management System and allow the stormwater runoff from the Commercial Parcels to flow into the Stormwater Management System across and/or under the Commercial Parcels and into the Drainage Parcel based upon development of the Commercial Parcels to an 85% impervious surface ratio. Drainage Parcel Owner shall promptly execute, sign and deliver to Commercial Owner any applications, agreements, instruments, documents or certificates that may be necessary, if any, to modify the St. John’s Permit in connection with the development of the

Commercial Parcels for use of the Stormwater Management System in a manner consistent with the terms of this Agreement.

(b) The easement granted and declared hereunder is non-exclusive. Drainage Parcel Owner may further expand, excavate and/or modify the Stormwater Management System in order to increase their retention and/or drainage capacity for use of any property owned by Drainage Parcel Owner or the public, including for right of way drainage purposes. Any such expansion, excavation or modification shall not interfere with Commercial Owner's use of the Stormwater Management System as granted hereunder, and Drainage Parcel Owner shall be responsible for all costs of any such expansion, excavation or modification. Furthermore, Drainage Parcel Owner shall have the right to use the Drainage Parcel for any other purpose that does not interfere with Commercial Owner's authorized use thereof pursuant to the terms of this Agreement.

4. Maintenance of Stormwater Management System.

(a) Drainage Parcel Owner (and thereafter any subsequent Owner of the Drainage Parcel) shall be responsible for the maintenance, operation and repair of the Stormwater Management System, the cost and expense of which shall be governed by that certain *Cost Share Agreement For Maintenance of Shared Stormwater Management Pond Infrastructure Improvements* dated on or about even date herewith. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices to maintain the Stormwater Management System in a good and sightly condition, and in condition which allows the system to provide drainage, water storage, conveyance or other stormwater management capabilities in full compliance with the St. Johns Permit and development of the Commercial Parcels to an 85% impervious surface ratio. This maintenance obligation shall include any and all initial maintenance required to bring the Stormwater Management System into full compliance with the St Johns Permit.

(b) In the event Commercial Owner exercises any right of self-help as permitted hereunder, the Commercial Owner and its successors and assigns, are hereby granted a perpetual non-exclusive easement over the Drainage Parcel for access at reasonable times and in a reasonable manner to modify, operate, maintain or repair the Stormwater Management System as required by the St. Johns' Permit.

5. Repair of Damage. In the event Drainage Parcel Owner or Commercial Owner, or any of their contractors, tenants, agents, employees, successors or assigns, cause any damage to the Stormwater Management System, then such party shall be responsible for repairing the damage at its sole cost and expense. The repair of damage shall be done as soon as reasonably possible and in no event more than thirty (30) days after the receipt of written notice from the other Owner. If the damage is not corrected within said period, then any other Owner may make such repairs as are reasonably necessary to restore the Stormwater Management System to good condition in compliance with the St. Johns Permit and all applicable laws. The party responsible for such damage shall reimburse the repairing party for all sums paid to repair the damage, as evidenced by commercially reasonable documentation thereof, within thirty (30) days of delivery of an invoice for such

costs. All amounts not paid within said thirty (30) day period shall accrue interest at the rate of twelve percent (12%) per annum or the maximum amount allowed by law if less.

6. Covenants Running With the Land. The terms, covenants and conditions set forth in this Agreement shall run with the land described in this Agreement and shall benefit and bind the parties hereto, and any successor Owner.

7. Breach / Enforcement. In the event of any breach of this Agreement, the breaching Party shall have thirty (30) days after receiving written notice from another Party to cure such breach (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the breaching Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion). In the event such breach is not cured within such cure period, an Owner shall have the right to perform such obligation contained in this Agreement on behalf of such breaching Owner and be reimbursed by such breaching Owner within ten (10) business days after demand for the reasonable costs thereof, together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus three percent (3%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, the affected Owner may immediately cure the same and be reimbursed by the other Owner within ten (10) business days after demand for the reasonable cost thereof together with interest at the prime rate, plus three percent (3%), as above described. If any Party is required to take any action to enforce compliance with this Agreement by the other Party, then such non-defaulting Party shall be entitled to pursue specific performance and/or injunctive relief as its sole and exclusive remedies, and the prevailing Party in such action shall be entitled to an award of court costs, attorneys' fees and costs, and experts costs incurred in connection with any litigation necessitated by said defaulting party's noncompliance with the terms of this Agreement. In no event shall any Party have any claim for and hereby waives any potential claim for damages of any kind, except as otherwise specifically set forth herein.

8. Lien Rights. Commercial Owner shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Drainage Parcel in connection with the exercise of its rights hereunder. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to Drainage Parcel Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against Commercial Owner and shall constitute a lien (the "Assessment Lien") against the parcel of Commercial Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Clerk of Court of Orange County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens and mortgages recorded prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by Commercial Owner of any

default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9. Severability. If one of more of the provisions contained in this Agreement shall for any reasons be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality and unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Notice.

(a) Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested, (iii) delivered by Federal Express or another expedited (one-day) mail or package service, or (iv) via email, addressed to the parties as follows:

If to Drainage Parcel Owner: Riverwalk Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With copy to: Kutak Rock LLP
170 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

If to Commercial Owners: c/o Shagbark Properties, LLC
5422 Bay Center Drive Suite 120
Tampa, FL 33609
Attn: Michael J. Leeds
Email: michael@shagbarkfl.com

With copy to: Greg W. Dworzanowski, Esq.
9800 4th Street N, Suite 200,
St. Petersburg, FL 33702
Email: greg@gwdpa.com

(b) Any notice or demand to be given or that may be given hereunder shall be deemed and delivered (i) on the date of delivery, if delivered by hand, (ii) three (3) days after depositing in the United States Mail, if delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) one (1) day after depositing any such notice or demand with Federal Express or another expedited (one-day) mail or package service. Any party hereto may change its address by notice in writing to the other party in the manner provided herein.

11. Waiver. The failure of any party hereto to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any rights which such party may have hereunder, in law or in equity, and shall not be deemed a waiver of any subsequent breach or default of any such terms, covenants or conditions.

12. Further Assurances. The parties hereto agree to execute any and all further instruments and documents and take all such action as may be reasonably required by any party hereto to effectuate the terms and provisions of this Agreement.

13. Headings. The headings contained herein are for convenience and reference only and shall not control nor affect the meaning or construction of any provision of this Agreement.

14. Covenants. In exercising the rights granted hereunder and utilizing the Stormwater Management System, each Owner agrees to the following covenants (with respect to itself and all persons and parties acting by, through or under it):

(a) No Owner shall cause or permit any Hazardous Materials (defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Stormwater Management System. "Hazardous Materials" means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

(c) Each Owner shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Stormwater Management System.

(d) Each Owner shall obtain, keep in force and maintain, at its expense (except as hereinafter provided), commercial general liability, combined single limit, bodily injury and property damage and liability insurance (which insurance shall be primary and non-contributing) insuring the each other Owner against all liability arising out of this Agreement (including contractual indemnity obligations hereunder) in an amount of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. All policies required hereunder shall name each party hereto (and such other parties as either party may reasonably require) as named or additional insured (as appropriate). The foregoing policies shall all be written by insurance companies licensed to do business in the State of Florida and having general policyholder's ratings of at least "A-" and a financial rating of at least

“vii” or greater in the most current Best’s Insurance reports available on the date that the party obtains or renews the insurance policy (or, if such report is no longer published, comparable financial quality of insurance company). Each Owner shall provide before the expiration of any certificates of coverage, up-to-date certificates of such coverage and subsequent renewals or replacement thereof evidencing the above described insurance. Any insurance to be provided hereunder may be effected by umbrella policies and/or policies of blanket insurance covering additional items or locations or insureds.

15. Indemnification.

(a) Each Commercial Owner shall indemnify, protect, hold harmless and, in Drainage Parcel Owner’s sole discretion, defend (with counsel reasonably acceptable to Drainage Parcel Owner) Drainage Parcel Owner, and its members, managers, directors, officers, owners, partners, shareholders, employees, agents, attorneys and affiliates and their successors and assigns (collectively with Drainage Parcel Owner, the “Drainage Parcel Indemnitees”) from and against any and all claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys’ fees and court costs), damage to or destruction of property, and death of or injury to any person (collectively, “Losses”), caused by, arising out of or resulting from the breach by Commercial Owner, its employees, agents, contractors, subcontractors, and agents (collectively and together with Commercial Owner, “Commercial Owner’s Responsible Parties”) of any representation, warranty or covenant hereunder, or the exercise by any of Commercial Owner’s Responsible Parties of the rights granted hereunder, or arising out of or in any way related to any claim made regarding any of Commercial Owner’s Responsible Parties’ use of the Stormwater Management System or failure to comply with this Agreement.

(b) To the extent allowable by law, Drainage Parcel Owner shall indemnify, protect, hold harmless and, in Commercial Owner’s sole discretion, defend (with counsel reasonably acceptable to Commercial Owner) Commercial Owner, and its members, managers, directors, officers, owners, partners, shareholders, employees, agents, attorneys and affiliates and their successors and assigns (collectively with Commercial Owner, the “Commercial Parcel Indemnitees”) from and against any and all Losses, caused by, arising out of or resulting from the breach by Drainage Parcel Owner, its employees, agents, contractors, subcontractors, and agents (collectively and together with Drainage Parcel Owner, “Drainage Parcel Owner’s Responsible Parties”) of any representation, warranty or covenant hereunder, or the exercise by any of Drainage Parcel Owner’s Responsible Parties of the rights granted hereunder, or arising out of or in any way related to any claim made regarding any of Drainage Parcel Owner’s Responsible Parties’ use of the Stormwater Management System or failure to comply with this Agreement.

(c) The indemnities set forth in this paragraph shall survive the termination of this Agreement and the termination of any of the easements granted herein.

(d) Grantor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of Grantee’s limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

16. No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, and conditions hereof shall be binding upon and effective against any Owner covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

17. Alterations. No person shall alter the drainage flow of the surface water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

18. Amendment. Any amendment to this Agreement which alters any provision relating to the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. John's River Water Management District.

19. Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Agreement which relate to the maintenance, operation and repair of the Stormwater Management System.

20. Force Majeure. "Force Majeure" shall mean any one or more of the following, but only to the extent not caused by Drainage Parcel Owner and not within the reasonable control of Drainage Parcel Owner, (i) states of emergency, strikes, or lockouts affecting the Orlando, Florida area generally, (ii) delays in the delivery of materials, disruption of shipping, or labor shortages affecting the Orlando, Florida area generally, (iii) acts of God, (iv) war, riots, civil insurrection or acts of terrorism, (v) unanticipatable changes in laws, codes and regulations or capricious or arbitrary governmental interpretations, policies or procedures concerning same, (vi) fire or other casualty, (vii) pandemics or epidemics, or (viii) other factors beyond Drainage Parcel Owner's reasonable control, including without limitation lawsuits and injunctions.

21. Existing REA. As between the Parties to this Agreement, this Agreement is intended to supplement the terms and conditions of the drainage easement granted in the Existing REA. The terms, conditions, and grant of easements set forth in the existing REA are hereby ratified and confirmed and shall remain in full force and effect, except that as between the Parties to this Agreement only and their respective successors and assigns, in the event of a conflict between the terms and conditions of the Existing REA and the terms and conditions of this Easement, the terms and conditions of this Agreement shall be controlling.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO DRAINAGE EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witnesses:

DRAINAGE PARCEL OWNER

Riverwalk Community Development District, an independent special district

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by _____, as _____ of _____, a _____, on behalf of the limited liability company. He/She is [____] personally known to me or [____] has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

[SIGNATURE PAGE TO DRAINAGE EASEMENT AGREEMENT]

(CROWN LAKES)

Crown Lakes, L.L.C., a Florida limited liability company

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

8902 N. Dale Mabry Hwy Suite 200
Tampa, FL 33614

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by _____, as _____ of Crown Lakes, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced a driver's license as identification and did not take an oath.

Name: _____

NOTARY PUBLIC

My Commissions Expires: _____

(CL TRACT 14)

Crown Lakes Tract 14, L.L.C., a Florida limited liability company

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

8902 N. Dale Mabry Hwy Suite 200
Tampa, FL 33614

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by _____, as _____ of Crown Lakes Tract 14, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced a driver's license as identification and did not take an oath.

Name: _____

NOTARY PUBLIC

My Commissions Expires: _____

EXHIBITS

“A-1” Drainage Parcel

“B-1” Tract 13

“B-2” Tract 14 Lot 2

“C” Tract 14 Lot 1

SECTION B

This instrument was prepared by, and upon recording, should be returned to:

Tucker F. Mackie
Kutak Rock LLP
Post Office Box 10230
Tallahassee, Florida 32302

**COST SHARE AGREEMENT FOR MAINTENANCE OF SHARED STORMWATER
MANAGEMENT POND INFRASTRUCTURE IMPROVEMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into 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*, and located in the City of Orlando, Florida, with a mailing address c/o Governmental Management Services – Central Florida, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

CROWN LAKES, L.L.C., a Florida limited liability company, whose address is 8902 N. Dale Mabry Hwy Suite 200, Tampa, Florida 33614 (“**Crown Lakes**”); and

CROWN LAKES TRACT 14, L.L.C., a Florida limited liability company, whose address is 8902 N. Dale Mabry Hwy Suite 200, Tampa, Florida 33614 (“**CL Tract 14**”) (Crown Lakes and CL Tract 14 are referred to herein collectively as the “**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City of Orlando, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, Landowner is the owner of developable lands located adjacent to the District and as further identified in the legal description attached hereto as **Exhibit A**, which is incorporated herein by this reference (the “**Adjacent Property**”); and

WHEREAS, the District owns, operates, and maintains various stormwater management improvements within its boundaries, including the stormwater management pond identified in the legal description attached hereto as **Exhibit B**, which is incorporated herein by reference and the associated stormwater management infrastructure improvements (collectively, the “**Pond**”); and

WHEREAS, the Pond serves and benefit both the lands within the District as well as the Adjacent Property; and

WHEREAS, the District and the Landowner accordingly need and desire to set forth the parties' rights, duties, and obligations with respect to payment of the shared expenses relating to the operation and maintenance of the Pond in accordance with this Agreement.

NOW, THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties agree as follows:

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

2. **MAINTENANCE OF PONDS.** The parties acknowledge and agree that it is in the best interest of both the residents and property owners within the District as well as the Landowner and the residents within the Adjacent Property that the District provide for the operation and maintenance of the stormwater management ponds within the District, including the Pond, which shall at all times be operated and maintained in good and operational condition and repair and in accordance with all relevant plans and permits for such improvements.

3. **COST SHARING FOR SHARED MAINTENANCE COSTS.**

a. Due to its benefit from and use of the Pond, the Landowner accordingly agrees to contribute funding for the costs associated with the operation and maintenance thereof (hereinafter, the "**Shared Maintenance Costs**") in proportion to its benefit and use.

b. As set forth herein, the parties have agreed that the Landowner's proportionate share of the Shared Maintenance Costs will be determined by dividing the volume of storage capacity attributable to the Adjacent Property's use of the Pond by the total volume of storage capacity thereof, as determined by the District Engineer.

i. The District Engineer has determined that the total acreage of the land areas served by the Pond is 14.72 acres, the portion of the Adjacent Property owned by Crown Lakes served by the Pond is 3.47 acres, and the portion of the Adjacent Property owned by CL Tract 14 served by the Pond is 1.38 acres. Accordingly, Crown Lakes shall be responsible for remitting 23.57% of the Shared Maintenance Costs relative to the Pond and CL Tract 14 shall be responsible for remitting 9.38% of the Shared Maintenance Costs relative to the Pond, subject to Section 3.d. and e. below.

c. During its annual budget process, the District will post its proposed budget on the District's website in accordance with law, showing the proposed budgeted costs of the Shared Maintenance Costs for the ensuing District fiscal year. The District shall include the provision of its proportionate share of the Shared Maintenance Costs in its operations and maintenance budget for the ensuing fiscal

year. The Shared Maintenance Costs shall be included in the District's budget as a line item separate and apart from other maintenance costs not relating to the Pond.

d. The District shall invoice the Landowner annually, or its successor or assign in accordance with Section 4 below, for Landowner's proportionate share of the Shared Maintenance Costs, which invoice shall be paid by the Landowner within thirty (30) days from receipt thereof.

e. The Landowner may notify the District, from time to time, that the Landowner has conveyed portions of the Adjacent Property to a third party, including a copy of the deed conveying the same, and, thereafter, the District, shall invoice such successor to Landowner as to such portion of the Adjacent Property, and, thereafter, such successor shall be responsible for the obligations of, and entitled to the rights of the Landowner as to such portion of the Adjacent Property.

f. The District shall notify Landowner in advance of any unbudgeted supplemental maintenance services proposed to be provided by the District as necessary services relative to maintaining the Pond, the cost of which the District desires to share with the Landowner. Landowner's proportionate share of funding for such supplemental maintenance services shall be calculated in the manner set forth in Section 3.b. herein. Payment shall be made within thirty (30) days from receipt of notice by the District of its intent to perform supplemental maintenance services.

4. **TERMINATION; BINDING EFFECT.** The parties expressly acknowledge and agree that this Agreement may be terminated only upon the written consent of each party hereto and that such Agreement and the provisions contained herein shall be binding upon any and all successors and assigns of Landowner. The parties further agree that Landowner's rights and obligations under this Agreement shall run with the right, title, and interest in and to the Adjacent Property. The term "Landowner" shall mean and refer to each successor and assign of each applicable Landowner as to entity responsible for overall management, operation and maintenance of the Adjacent Property.

5. **NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arms-length transaction. The 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, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

6. **AMENDMENT.** No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

7. **AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of the parties hereto, each party has complied with

all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **NOTICES.** All notices, requests, consents and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the parties, as follows:

a. **If to Landowner:** Shagbark Properties, LLC
5422 Bay Center Drive, Suite 120
Tampa, Florida 33609
Attn: Michael J. Leeds

With a copy to: Greg W. Dworzanowski, Esq.
5422 Bay Center Drive, Suite 110
Tampa, FL 33609

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

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

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 parties may deliver Notice on behalf of the parties. 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.

9. **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. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Orange County, Florida.

10. **TERM.** This Agreement shall become effective as of the date of execution by the last signing party and remain in effect until termination in accordance with the terms of Section 4 of this Agreement.

11. **ENFORCEMENT.** A default by any party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (but not special, exemplary, consequential or punitive damages), injunctive relief and specific performance.

12. **ATTORNEYS' FEES.** In the event any party is required to enforce this Agreement or any provision hereof through binding arbitration, court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees, and expert witness fees incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

13. **ASSIGNMENT.** Subject to the terms of Section 4, this Agreement may not be assigned, in whole or in part, by any party without first obtaining the other party's written consent to the assignment. Any purported assignment without such approval shall be void.

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

15. **NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto (and their successors or assigns in accordance with Section 4 herein, and their tenants), and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto (and their successors or assigns in accordance with Section 4 herein). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto (and their successors or assigns in accordance with Section 4 herein and tenants) any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

16. **ENTIRE AGREEMENT.** This Agreement, together with the Easement Agreement, constitutes the entire agreement between the parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery.

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

IN WITNESS WHEREOF, the parties each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

WITNESSES:

**RIVERWALK COMMUNITY
DEVELOPMENT DISTRICT**

[Print Name]

Chris Wrenn
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by _____ as Chairperson of the Board of Supervisors of the Riverwalk Community Development District.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[signature page continues]

WITNESSES:

CROWN LAKES, L.L.C., a Florida limited liability company

[Print Name]

By: _____
Its: _____

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by _____, as _____ of Crown Lakes, L.L.C., on behalf of said company.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

WITNESSES:

CROWN LAKES TRACT 14, L.L.C., a Florida
limited liability company

[Print Name]

By: _____
Its: _____

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ___ day of _____, 2023, by _____, as
_____ of Crown Lakes, L.L.C., on behalf of said company.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Legal Description of Adjacent Property

EXHIBIT B

Legal Description of Pond

SECTION 10

SECTION C

SECTION I

Riverwalk Community Development District

Summary of Check Register

August 1, 2023 to October 26, 2023

Fund	Date	Check No.'s	Amount
General Fund	8/4/23	31	\$ 4,662.00
	8/17/23	32-36	\$ 10,324.11
	9/28/23	37	\$ 5,200.00
	10/5/23	38	\$ 268.18
	10/18/23	39-41	\$ 2,199.67
	10/26/23	42-44	\$ 10,666.65
Total Amount			\$ 33,320.61

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/04/23	00005	7/21/23	3252725	202306	310-51300-31500		GENERAL COUNSEL JUN23	*	2,716.00		
		7/21/23	3252726	202308	300-20700-10200		CONSTRUCTION JUN23	*	1,946.00		
KUTAK ROCK LLP										4,662.00	000031
8/17/23	00007	7/28/23	44450	202308	300-20700-10200		CAP CONSULTATION-JUL23	*	1,872.50		
DONALD W. MCINTOSH ASSOCIATES, INC										1,872.50	000032
8/17/23	00001	8/01/23	12	202308	310-51300-34000		MANAGEMENT FEES AUG23	*	3,333.33		
		8/01/23	12	202308	310-51300-35200		WEBSITE ADMIN AUG23	*	100.00		
		8/01/23	12	202308	310-51300-35100		INFORMATION TECH AUG23	*	150.00		
		8/01/23	12	202308	310-51300-51000		OFFICE SUPPLIES AUG23	*	.06		
		8/01/23	12	202308	310-51300-42000		POSTAGE AUG23	*	.77		
GOVERNMENTAL MANAGEMENT SERVICES										3,584.16	000033
9/21/23	00007	8/25/23	44582	202308	310-51300-31100		GENERAL ENGINEER AUG23	*	265.00		
		8/25/23	44583	202309	300-20700-10200		CAP CONSULTATION-AUG23	*	150.82		
DONALD W. MCINTOSH ASSOCIATES, INC										415.82	000034
9/21/23	00001	9/01/23	13	202309	310-51300-34000		MANAGEMENT FEES SEP23	*	3,333.33		
		9/01/23	13	202309	310-51300-35200		WEBSITE ADMIN SEP23	*	100.00		
		9/01/23	13	202309	310-51300-35100		INFORMATION TECH SEP23	*	150.00		
		9/01/23	13	202309	310-51300-51000		OFFICE SUPPLIES SEP23	*	.15		
		9/01/23	13	202309	310-51300-42000		POSTAGE SEP23	*	3.15		
GOVERNMENTAL MANAGEMENT SERVICES										3,586.63	000035
9/21/23	00005	8/17/23	3266184	202307	310-51300-31500		GENERAL COUNSEL JUL23	*	531.00		
		8/17/23	3266185	202309	300-20700-10200		CONSTRUCTION JUL23	*	334.00		
KUTAK ROCK LLP										865.00	000036

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
9/28/23	00003	8/29/23	19224	202309	300-15500-10000		EGIS INSURANCE & RISK ADVISORS	*	5,200.00	5,200.00	000037	
10/05/23	00004	9/24/23	08012003	202309	310-51300-48000		TRIBUNE PUBLISHING COMPANY LLC DBA	*	268.18	268.18	000038	
10/18/23	00008	9/29/23	16627	202309	320-53800-47000		AQUATIC WEED MANAGEMENT, INC	*	775.00	775.00	000039	
10/18/23	00007	9/22/23	44713	202310	300-20700-10200		DONALD W. MCINTOSH ASSOCIATES, INC	*	340.00	340.00	000040	
10/18/23	00005	9/30/23	3283510	202308	310-51300-31500		KUTAK ROCK LLP	*	295.67	1,084.67	000041	
		9/30/23	3283511	202310	300-20700-10200			*	789.00			
10/26/23	00002	10/02/23	89552	202310	310-51300-54000		FLORIDA DEPARTMENT OF ECONOMIC OPP	*	175.00	175.00	000042	
10/26/23	00001	9/30/23	16	202310	310-51300-31700		GOVERNMENTAL MANAGEMENT SERVICES	*	5,000.00	9,834.65	000043	
		10/01/23	14	202310	310-51300-34000			*	3,333.33			
		10/01/23	14	202310	310-51300-35200			*	100.00			
		10/01/23	14	202310	310-51300-35100			*	150.00			
		10/01/23	14	202310	310-51300-51000			*	.06			
		10/01/23	14	202310	310-51300-42000			*	1.26			
		10/01/23	15	202310	320-53800-34000			*	1,250.00			
10/26/23	00005	10/16/23	3295525	202310	300-20700-10200		KUTAK ROCK LLP	*	657.00	657.00	000044	
TOTAL FOR BANK A									33,320.61			
RVWK RIVERWALK							CWRIGHT					

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
TOTAL FOR REGISTER							33,320.61	

RVWK RIVERWALK CWRIGHT

SECTION II

Riverwalk
Community Development District

Unaudited Financial Reporting
September 30, 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
September 30, 2023

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 7,236	\$ -	\$ 7,236
Due from Developer	\$ 1,339	\$ 1,129	\$ 2,468
Prepaid Expenses	\$ 5,200	\$ -	\$ 5,200
Total Assets	\$ 13,775	\$ 1,129	\$ 14,904
Liabilities:			
Accounts Payable	\$ 1,339	\$ -	\$ 1,339
Contracts Payable	\$ -	\$ 1,129	\$ 1,129
Total Liabilities	\$ 1,339	\$ 1,129	\$ 2,468
Fund Balance:			
Unassigned	\$ 12,436	\$ -	\$ 12,436
Total Fund Balances	\$ 12,436	\$ -	\$ 12,436
Total Liabilities & Fund Balance	\$ 13,775	\$ 1,129	\$ 14,904

Riverwalk
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
Revenues:				
Developer Contributions	\$ 138,170	\$ 138,170	\$ 79,612	\$ (58,558)
Total Revenues	\$ 138,170	\$ 138,170	\$ 79,612	\$ (58,558)
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ -	\$ 12,000
FICA Expense	\$ 918	\$ 918	\$ -	\$ 918
Engineering	\$ 15,000	\$ 15,000	\$ 2,188	\$ 12,813
Attorney	\$ 25,000	\$ 25,000	\$ 13,189	\$ 11,811
Audit	\$ 4,000	\$ 4,000	\$ -	\$ 4,000
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ 450	\$ -	\$ 450
Dissemination	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Trustee Fees	\$ 4,042	\$ 4,042	\$ -	\$ 4,042
Management Fees	\$ 40,000	\$ 40,000	\$ 40,000	\$ 0
Information Technology	\$ 1,800	\$ 1,800	\$ 1,800	\$ -
Website Maintenance	\$ 1,200	\$ 1,200	\$ 2,950	\$ (1,750)
Telephone	\$ 300	\$ 300	\$ -	\$ 300
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 32	\$ 968
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Copies	\$ 1,000	\$ 1,000	\$ 65	\$ 935
Legal Advertising	\$ 10,000	\$ 10,000	\$ 13,533	\$ (3,533)
Contingencies	\$ 5,000	\$ 5,000	\$ 115	\$ 4,885
Office Supplies	\$ 625	\$ 625	\$ 37	\$ 588
Travel Per Diem	\$ 660	\$ 660	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 138,170	\$ 138,170	\$ 79,084	\$ 59,086
<u>Operations & Maintenance</u>				
<u>Field Expenditures</u>				
Lake Maintenance	\$ -	\$ -	\$ 775	\$ (775)
Total Operations & Maintenance	\$ -	\$ -	\$ 775	\$ (775)
Total Expenditures	\$ 138,170	\$ 138,170	\$ 79,859	\$ 58,311
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (247)	
Fund Balance - Beginning	\$ -		\$ 12,683	
Fund Balance - Ending	\$ -		\$ 12,436	

Riverwalk
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 663	\$ (663)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 15,130	\$ (15,130)
Total Expenditures	\$ -	\$ -	\$ 15,793	\$ (15,793)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (15,793)	
Other Financing Sources/(Uses):				
Developer Advances	\$ -	\$ -	\$ 15,793	\$ 15,793
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 15,793	\$ 15,793
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	\$ 4,666	\$ 10,186	\$ 3,584	\$ 11,510	\$ 79,612
Total Revenues	\$ 5,000	\$ 7,172	\$ 4,075	\$ 3,501	\$ 10,901	\$ 9,271	\$ 3,856	\$ 5,888	\$ 4,666	\$ 10,186	\$ 3,584	\$ 11,510	\$ 79,612
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ 795	\$ -	\$ -	\$ -	\$ 265	\$ 863	\$ -	\$ -	\$ -	\$ 265	\$ -	\$ 2,188
Attorney	\$ 470	\$ 3,629	\$ 427	\$ 931	\$ 589	\$ 1,415	\$ 1,083	\$ 1,104	\$ 2,716	\$ 531	\$ 296	\$ -	\$ 13,189
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 40,000
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Website Maintenance	\$ 100	\$ 1,850	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 2,950
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ 4	\$ 1	\$ 2	\$ 11	\$ 3	\$ 2	\$ 3	\$ 1	\$ 2	\$ 1	\$ 3	\$ 32
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Copies	\$ -	\$ 2	\$ 20	\$ -	\$ 13	\$ -	\$ 6	\$ 24	\$ -	\$ 1	\$ -	\$ -	\$ 65
Legal Advertising	\$ 3,493	\$ 503	\$ 2,100	\$ 223	\$ 4,166	\$ -	\$ -	\$ -	\$ 1,390	\$ 1,390	\$ -	\$ 268	\$ 13,533
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38	\$ 38	\$ 38	\$ 115
Office Supplies	\$ -	\$ 0	\$ 0	\$ 0	\$ 36	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 37
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 12,722	\$ 10,265	\$ 6,131	\$ 4,739	\$ 8,397	\$ 5,266	\$ 5,536	\$ 4,715	\$ 7,690	\$ 5,545	\$ 4,183	\$ 3,893	\$ 79,084
Operations & Maintenance													
Field Expenditures													
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 775	\$ 775
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 775	\$ 775
Total Expenditures	\$ 12,722	\$ 10,265	\$ 6,131	\$ 4,739	\$ 8,397	\$ 5,266	\$ 5,536	\$ 4,715	\$ 7,690	\$ 5,545	\$ 4,183	\$ 4,668	\$ 79,859
Excess (Deficiency) of Revenues over Expenditures	\$ (7,722)	\$ (3,093)	\$ (2,056)	\$ (1,239)	\$ 2,504	\$ 4,005	\$ (1,680)	\$ 1,174	\$ (3,024)	\$ 4,641	\$ (599)	\$ 6,842	\$ (247)
Net Change in Fund Balance	\$ (7,722)	\$ (3,093)	\$ (2,056)	\$ (1,239)	\$ 2,504	\$ 4,005	\$ (1,680)	\$ 1,174	\$ (3,024)	\$ 4,641	\$ (599)	\$ 6,842	\$ (247)

SECTION 11

Riverwalk CDD

Field Management Report



November 15th, 2023

Jarett Wright

Field Manager

GMS

Site Items

Landscaping Review

- ✚ Most of the new plantings along the main road have established. Sod quality appears to be in good condition and the plants are healthy.
- ✚ Newly installed palm trees are in good health. Recommend considering a quarterly injection program to promote tree health and mitigate disease while they are fully establishing.



Site Items

Aquatics Maintenance

- ✚ Aquatic treatments have begun on a one-time monthly basis due to the presence of algae blooms in the ponds.
- ✚ Aquatic Weed Management is currently providing services until an official vendor is selected.
- ✚ New fountains that were installed are fully operational.



Site Items

Contracted Services

- ✚ All Scopes of Work and maps for contracted services were generated and sent to vendors.
- ✚ Services will include monument fountain maintenance, pond fountain maintenance, aquatics maintenance, and landscape maintenance.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at jwright@gmscfl.com. Thank you.

Respectfully,
Jarett Wright

