Riverwalk Community Development District

Meeting Agenda

May 1, 2024

Agenda

Riverwalk Community Development District

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

April 24, 2024

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**, **May 1**, **2024** at **1:00 PM at <u>219 E. Livingston Street</u>**, **<u>Orlando, FL 32801.</u>** Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the March 20, 2024 Board of Supervisors Meeting
- 4. Financing Matters
 - A. Consideration of Resolution 2024-02 Supplemental Assessment Resolution
 - B. Consideration of Post Issuance Compliance and Remedial Action Procedures
 - C. Ratification of Acquisition of Completed Improvements:
 - i. Riverwalk Phase 1A Utility Improvements
 - ii. Riverwalk Phase 1A Roads and Stormwater Improvements
 - iii. Riverwalk Phase 1C Utility Improvements
 - iv. Riverwalk Phase 1C roads and stormwater improvements
 - v. Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements
 - vi. Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements
 - vii. Econlockhatchee Trail Segment E2 Phase 2B Utility Improvements
- 5. Consideration of Requisition #1 for Series 2024 Project to Pulte Home Company, LLC
- 6. Consideration of Agreement between the District and Disclosure Technology Services, LLC, for Disclosure Dissemination Support Services
- 7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Presentation of Number of Registered Voters: 0
- 8. Field Manager's Report
- 9. Other Business
- 10. Supervisor's Requests
- 11. 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, **March 20, 2024** at 3:30 p.m. at 6200 Lee Vista Boulevard, Suite 300, Orlando, Florida.

Present and constituting a quorum:

Chris Wrenn *by phone* Eric Baker Mary Burns Val Lescano Chairman Vice Chairman Assistant Secretary Assistant Secretary

Also present were:

George Flint Jarrett Wright Tucker Mackie Ryan Dugan *by phone* John Townsend Steve Sanford *by phone* District Manager, GMS Field Manager District Counsel District Counsel District Engineer Greenberg Traurig

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Three Board members were present in person and one attended via phone constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Approval of Minutes of the November 15, 2023 Board of Supervisors Meeting

Mr. Flint presented the minutes from the November 15, 2023 meeting and asked the Board

for any comments, corrections, or questions. There being none, there was a motion of approval.

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

FOURTH ORDER OF BUSINESS Financing Matters

A. Presentation of Draft Supplemental Assessment Methodology Report

Mr. Flint noted that revisions have been happening as late as today and the agenda has been updated with the latest update. Mr. Sanford stated that there were still some changes needed to be made on his part and that Table 7 needed to be updated to reflect the Phase 1A plat. Mr. Flint summarized the tables for the Board. Table 1 reflects the product type and number of units of each product types for Assessment Area 1 that have been assigned ERU factors to each product types with 375 units and 299 equivalent residential units. Table 2 reflects the infrastructure cost estimates taken form the engineers report for Assessment Area 1 totaling 16,014,600. Table 3 is the bond sizing that reflects based on an interest rate of 5.5% amortized of 30 years with no capitalized interest that generates \$5,161,575 in construction funds resulting in a par amount of \$5,670,000. This is a preliminary supplemental that will be revised to reflect the final terms once the pricing is complete. Table 4 shows the allocation of shows thew allocation of benefit based on improvement costs by product type. Table 5 shows the allocation of benefit based on par debt by product type. Table 6 show what the annual assessments would be based on the bond sizing. Table 7 is the preliminary assessment roll. They still need a list of parcel id and product type by parcel id for the Phase 1A plat. Mr. Flint offered to answer any Board questions. No action was needed at this time.

B. Presentation of Supplemental Engineer's Report

Mr. Townsend presented the Engineer's report for Assessment Area 1 and summarized it for the Board. He offered to an offered to answer any Board questions. There being no questions, the next item followed.

C. Consideration of Resolution 2024-01 Bond Delegation Resolution

- i. Exhibit A: Form of Bond Purchase Contract
- ii. Exhibit B: Draft Copy of Preliminary Limited Offering Memorandum
- iii. Exhibit C: Form of Continuing Disclosure Agreement
- iv. Exhibit D: Form of First Supplemental Trust Indenture

Mr. Sanford, Bond counsel, presented the resolution and summarized it for the Board stating that the Board will set fourth certain perimeters by adopting this resolution. This way when

it is time to market the bonds there will not be the need to call a special meeting because the Chair or Vice Chair will be authorized to sign the bond purchase contract. The Board is authorizing a principal amount to not exceed \$8,000,000 in 2024 bonds to finance a portion of the public improvements for Assessment Area 1. This is also asking the Board to approve certain documents such as the bond purchase contract between the District and FMS Bonds as the underwriter. Exhibit B is the draft preliminary limited offering memorandum which is the marketing tool used by the underwriter to market the bonds. Exhibit C is the continuing disclosure agreement a requirement under SEC rules, there needs to be and undertaking where both the District and the developer provided updated information periodically to ensure if someone wants to buy the bonds in the secondary market, they would have up to date information regarding the status of the development and bonds. Exhibit D reflects the first supplemental trust indenture that was approved in January but since then there have been considerable changes to that form so he is asking the Board to reapprove the document between the District and the Bond trustee. He then offered to answer any questions the Board may have. There being none, he asked for a motion of approval.

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, Resolution 2024-01 Bond Delegation Resolution, was approved.

FIFTH ORDER OF BUSINESS Consideration of Acquisition Agreement with Pulte

Ms. Mackie stated that there was a previously approved acquisition agreement with the Beach Line entity that owns the property within Riverwalk, and this makes sure that the exact same perimeters with respect to the acquisition of infrastructure apply to the Pulte acquisitions directing the trustee to remit funds to Pulte at closing with respect to the improvements acquired from Pulte directly. She then offered to answer any questions. There being none, there was a motion of approval.

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

SIXTH ORDER OF BUSINESS

Consideration of Landscape Maintenance Proposals

Mr. Flint noted that they are still waiting on proposals from another landscape maintenance vendor. Because of that there is no action on item sex at this point.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Mackie stated that in terms of timing going forward with respect to the closing on the bonds they are still working on finalization of the PLOM in order to post. As soon as that happens there should be about a one to two week turn around to price and enter into the bond purchase agreement. There is a possibility to pre-close on the bonds at the next Board meeting.

B. Engineer

Mr. Townsend had nothing further for the Board, so the next item followed.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint presented the check register for the month of February totaling \$5,388.16. He asked if there were any Board questions. There being none, he asked for a motion of approval.

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 January. This is for information purposes and no action is required from the Board on this item.

D. Field Manager's Report

Mr. Wright reviewed the Field Manager's report for the Board which was contained in the agenda package. The Bord and staff had a lengthy discussion about fishing in the ponds and proper signage with correct language to reflect the rules.

EIGHTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

TENTH 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

RESOLUTION 2024-02

A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Riverwalk Community Development District ("District") has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after notice and public hearing, Resolution 2023-12, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2023-12, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on April 17, 2024, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$5,585,000 Riverwalk Community Development District Special Assessment Bonds, Series 2024 (2024 Project Area) (the "Series 2024 Bonds"); and

WHEREAS, pursuant to and consistent with Resolution 2023-12, the District desires to set forth the particular terms of the sale of the Series 2024 Bonds and confirm the levy of special assessments securing the Series 2024 Bonds (the "Series 2024 Assessments").

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2023-12.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Riverwalk Community Development District hereby finds and determines as follows:

(a) On March 15, 2023, the District, after due notice and public hearing, adopted Resolution 2023-12, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The First Supplemental Engineer's Report for Capital Improvement Program dated March 20, 2024, which supplements the Engineer's Report for Capital Improvement Plan dated January 17, 2023, prepared by the District Engineer, Donald W. McIntosh Associates, Inc., and attached to this Resolution as **Exhibit A** (collectively, the "Engineer's Report"), identifies and describes the presently expected components of the infrastructure improvements to be financed in whole or in part with the Series 2024 Bonds (the "2024 Project"), and sets forth the estimated costs of the 2024 Project as \$16,014,600. The District hereby confirms that the 2024 Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2024 Bonds is hereby ratified.

(c) The Supplemental Assessment Methodology for the 2024 Project Area for Riverwalk Community Development District, dated April 17, 2024, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted Master Assessment Methodology for Riverwalk Community Development District, dated January 18, 2023, and approved by Resolution 2023-12 on March 15, 2023 (the "**Master Assessment Report**"), to the 2024 Project and the actual terms of the Series 2024 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(d) The 2024 Project will specially benefit all of the developable lands within the District, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the 2024 Project financed with the Series 2024 Bonds to the specially benefitted properties within the District as set forth in Resolution 2023-12 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS. As provided in Resolution 2023-12, this Resolution is intended to set forth the terms of the Series 2024 Bonds and the final amount of the lien of the Series 2024 Assessments securing those bonds. The Series 2024 Bonds, in an aggregate par amount of \$5,585,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2024 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2024 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2024 Assessments securing the Series 2024 Bonds, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2024 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2024 ASSESSMENTS SECURING THE SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2024 Assessments securing the Series 2024 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2024 Bonds. The estimated costs of collection of the Series 2024 Assessments for the Series 2024 Bonds are as set forth in the Supplemental Assessment Report.

(b) To the extent that land is added to the District and made subject to the lien of the Series 2024 Assessments described in the Supplemental Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the 2024 Project and reallocate the Series 2024 Assessments securing the Series 2024 Bonds in order to impose Series 2024 Assessments on the newly added and benefitted property.

(c) Taking into account earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated April 1, 2024, and First Supplemental Trust Indenture, dated April 1, 2024, the District shall for Fiscal Year 2024/2025, begin annual collection of Series 2024 Assessments for the Series 2024 Bonds debt service payments using the methods available to it by law. Beginning with the first debt service payment on November 1, 2024, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2024 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Orange County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2024 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2024 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2024 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of Resolution 2023-12 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2024 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2024 Assessments

against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2024 Assessments securing the Series 2024 Bonds in the Official Records of Orange County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement Resolution 2023-12, which remains in full force and effect. This Resolution and Resolution 2023-12 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and ADOPTED, this 1st day of May 2024.

ATTEST:

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- **Exhibit A:** Engineer's Report
- **Exhibit B:** Supplemental Assessment Report
- **Exhibit C:** Maturities and Coupon of Series 2024 Bonds
- Exhibit D: Sources and Uses of Funds for Series 2024 Bonds
- Exhibit E: Annual Debt Service Payment Due on Series 2024 Bonds



Engineer's Report

Exhibit A

ENGINEER'S REPORT FOR CAPITAL IMPROVEMENT PROGRAM

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

January 17, 2023

FOR

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

ORLANDO, FLORIDA

BY:

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

ENGINEER'S REPORT FOR CAPITAL IMPROVEMENT PROGRAM

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

I. BACKGROUND

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

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

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

As represented by the Developer, the currently contemplated master plan represents development of public infrastructure improvements to support a development program of approximately:

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

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

II. OBJECTIVE

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

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

divided section into the Vista Park PD, including traffic signal improvements at the intersection of Lee Vista Blvd and Econlockhatchee Trail

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

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

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

III. TRANSPORTATION IMPROVEMENTS

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

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

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

maintained by the City of Orlando; however, the District will maintain the landscaping and irrigation within the City rights-of-way.

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

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

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

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

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

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

V. ELECTRICAL DISTRIBUTION AND STREET LIGHTING

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

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

VI. STORMWATER MANAGEMENT AND DRAINAGE FACILITIES

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

VII. RECREATION FACILITIES AND AMENITIES

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

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

VIII. DESIGN/PERMITTING AND CONTINGENCY

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

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

A project contingency estimate has also been included.

IX. COST ESTIMATES FOR DEVELOPMENT IMPROVEMENTS

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

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

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

X. CONCLUSIONS

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

It is further our opinion that:

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

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

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

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

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

TABLE 1

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

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

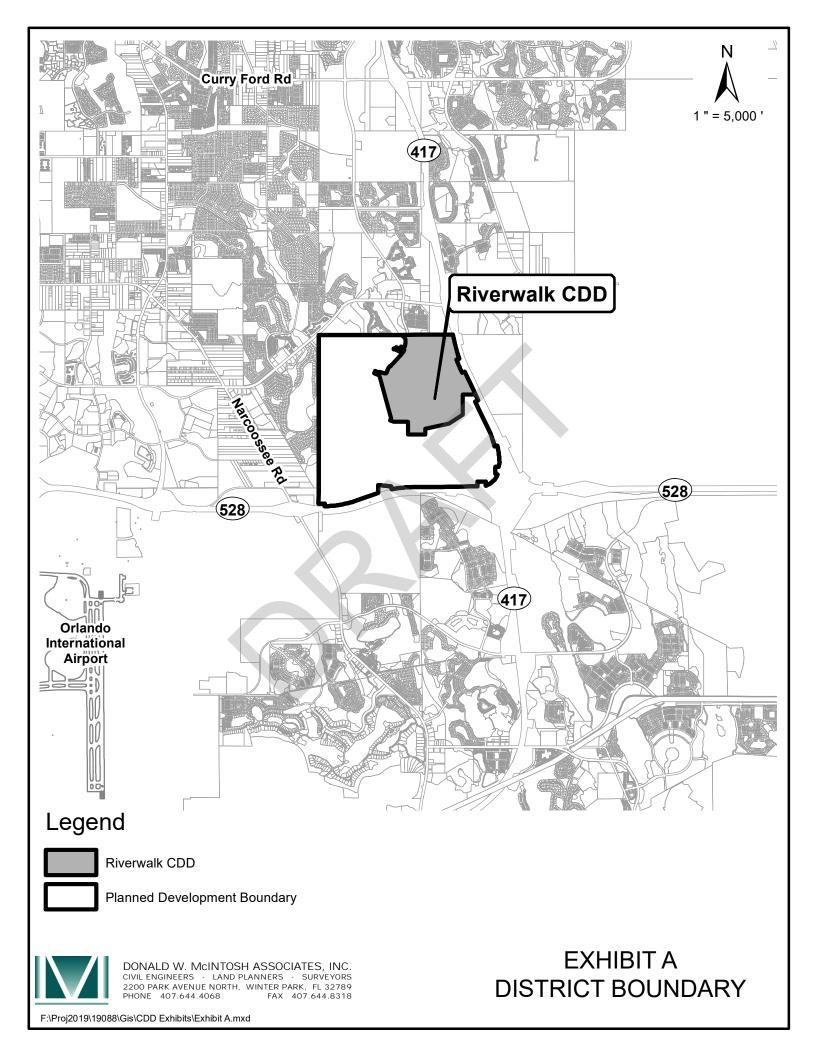
- 1) The estimated cost of Roadway Construction includes estimated cost of right-of-way acquisition, subject to an MAI appraisal and Board approval.
- 2) This opinion of probable cost represents the Engineer's judgment as a design professional and is supplied for the general guidance of the District.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

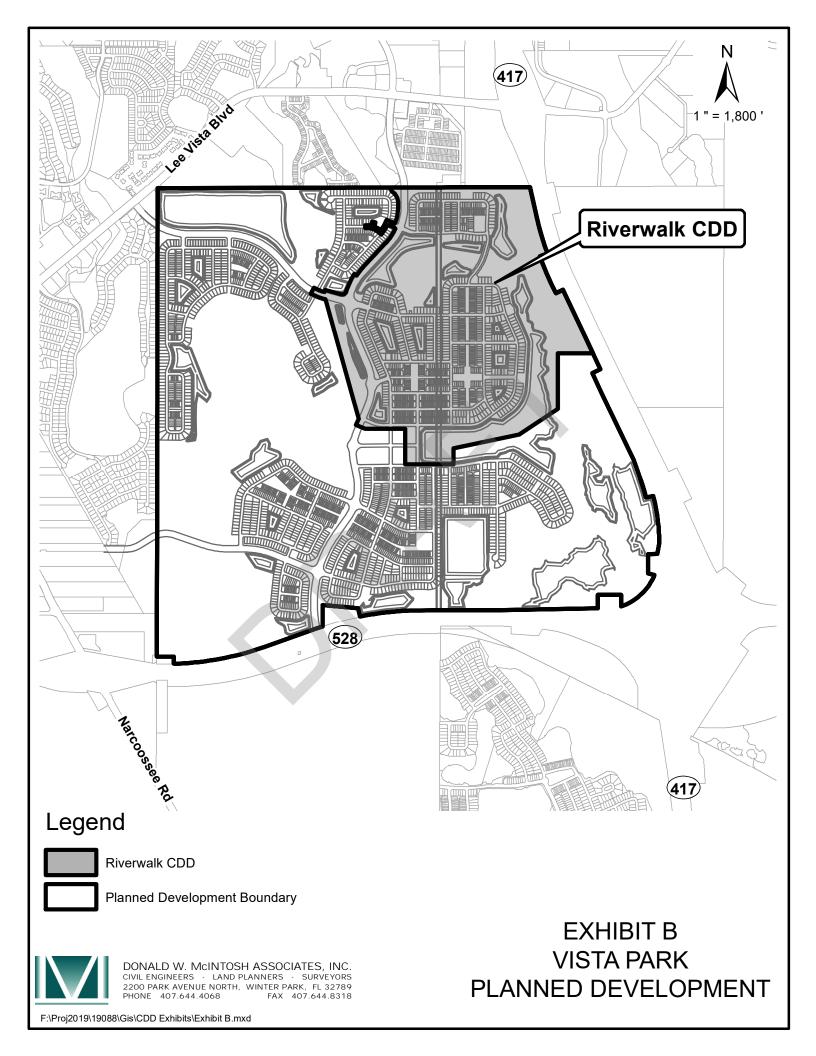
TABLE 2

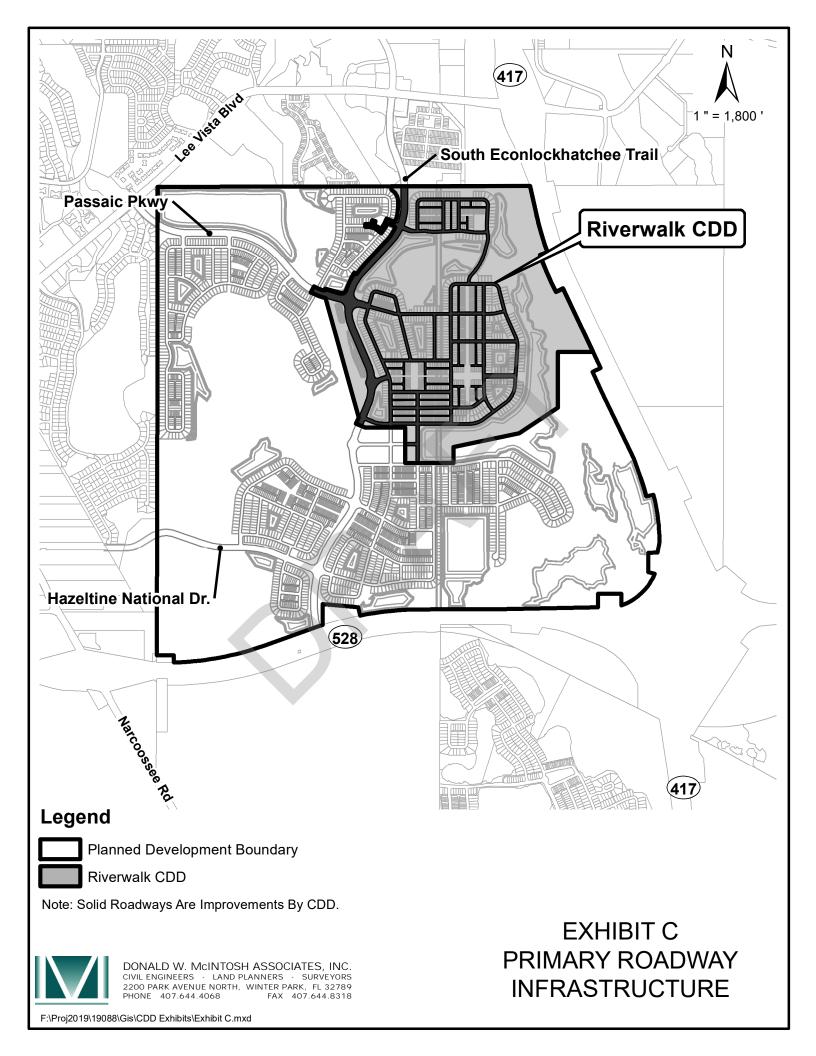
RIVERWALK COMMUNITY DEVELOPMENT DISTRICT OWNERSHIP, OPERATION & MAINTENANCE SUMMARY January 17, 2023

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

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









SUPPLEMENTAL

ASSESSMENT METHODOLOGY

FOR THE

2024 PROJECT AREA

FOR

RIVERWALK

COMMUNITY DEVELOPMENT DISTRICT

Date: April 17, 2024

Prepared by

Governmental Management Services – Central Florida, LLC 219 E. Livingston Street Orlando, FL 32801



Final - Volume 9

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GMS-CF, LLC does not represent the Riverwalk Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Riverwalk Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Riverwalk Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the "District"), as amended. The District will issue on May 8, 2024, \$5,585,000 of tax exempt bonds (the "Series 2024 Bonds") for the purpose of financing certain infrastructure improvements within the District (herein, the "2024 Project Area") more specifically described in the Supplemental Engineer's Report dated March 20, 2024 prepared by Donald W. McIntosh Associates, Inc. as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction and/or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within the District; however, it is anticipated that the Series 2024 Bonds will be absorbed and secured by the lands within the 2024 Project Area upon final platting.

1.1 Purpose

This Supplemental Assessment Methodology Report for the 2024 Project Area (the "Assessment Report") supplements the Master Assessment Methodology dated January 18, 2023, and provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the capital improvement plan ("CIP") as described in the Engineer's Report (herein the "2024 Project"). This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District will impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 404.22 acres located in the City of Orlando, Orange County, Florida. The 2024 Project Area is currently planned for 375 residential units (herein the "2024 Project Area Development Program"). Currently, 354 residential units have been platted within the 2024 Project Area. The proposed 2024 Project Area Development Program is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The improvements contemplated by the District in the 2024 Project will provide facilities that benefit the assessable property within the District, including the 2024 Project Area. The 2024 Project is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain roadway construction (onsite), potable water systems, sanitary sewer systems, reclaimed water systems, and drainage works. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

- 1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the costs to implement the 2024 Project.
- 2. The District Engineer determines the assessable acres within the District that benefit from the District's 2024 Project.
- 3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the 2024 Project.
- 4. This amount is initially divided equally among the benefited properties within the District on a prorated gross acreage basis within District. Ultimately, as land is platted, site planned, or subjected to a declaration of condominiums, this amount will be assigned to each of the benefited properties based on an ERU basis.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for lands within its boundaries as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to the assessable property within the District. The implementation of the 2024 Project enables properties within the District to be developed. Without the District's 2024 Project, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public will benefit from the provision of the District's 2024 Project. However, these benefits will be incidental to the District's 2024 Project, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's 2024 Project. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's 2024 Project will cost approximately \$16,014,600. The District's Underwriter has determined that financing costs required to fund a portion of the 2024 Project, including the cost of issuance of the Bonds, and the funding of the debt service reserve account, will total \$5,585,000. Additionally, funding required to complete the 2024 Project not funded with the proceeds of the Bonds is anticipated to be funded by Developer or through the issuance of an additional series of bonds. Without the 2024 Project, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District will issue on May 8, 2024, \$5,585,000 in Bonds to fund a portion of the District's 2024 Project, fund a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$5,585,000 in debt to the lands within the District benefiting from the 2024 Project.

Table 1 identifies the land uses as identified by the Developer of the land within the 2024 Project Area of the District which will ultimately secure the Series 2024 Bonds. The construction costs identified in the Engineer's Report for the 2024 Project are outlined in Table 2. The improvements needed to support the 2024 Project are described in detail in the Engineer's Report and are estimated to cost \$16,014,600. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the 2024 Project and related costs has been determined by the District's Underwriter to total \$5,585,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until development is completed. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. The 2024 Project funded by the District's Series 2024 Bonds will benefit all property within the District; however, utilizing the first platted, first assigned methodology described in the Master Assessment Methodology. The initial assessments will be levied first to the 354 platted residential lots within the 2024 Project Area of the District and then to all remaining acreage within the District on an equal acreage basis, as depicted in Table 5 and Table 6. If there are changes to the Development Plan which reduce the number of platted units, a true up of the assessments will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb expected Bond principal, it is estimated that the CDD will recognize a developer contribution equal to \$835,000 in eligible infrastructure.

Until the requisite ERUs needed to secure the Series 2024 Bonds have been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; and (2) the lands are subject to re-plat, which may result in changes in development density and product type. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report may be supplemented from time to time.

2.3 Allocation of Benefit

The 2024 Project consists of certain roadway construction (onsite), potable water systems, sanitary sewer systems, reclaimed water systems, and drainage works. There are *five* residential product types within the planned development as reflected in Table 1. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The 2024 Project is reflected in Table 2. There may be other improvements constructed in the 2024 Project Area, but not funded by the Series 2024 Bonds. It is contemplated that the Developer will fund these costs and may be reimbursed from a future bond issue. Table 4 shows the allocation of benefit

to the particular land uses. It is important to note that the benefit derived from the 2024 Project on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed 2024 Project will provide several types of systems, facilities and services for its residents. These include certain roadway construction (onsite), potable water systems, sanitary sewer systems, reclaimed water systems, and drainage works. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of 2024 Project, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's 2024 Project have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, each assessable parcel of property within the District will have a lien for the payment of any non-ad valorem special assessment at least equal to the special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report. In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed 2024 Project is developed and acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site re-plat plans or revisions thereto for the Developer, it does have an important role to play during the course of platting or re-platting and site planning. Whenever a plat, replat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Unassigned Property means property within the District where a plat, replat or a revised declaration of condominium has been recorded. Otherwise, the land could be fully conveyed and/or platted or re-platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, replat, site plan, or revised site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service, then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially allocate Series 2024 Assessments to the 354 platted lots within the 2024 Project Area of the District and then across the remaining acreage within the District on an equal gross acreage basis. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time all Assigned Properties become known. The current assessment roll is depicted in Table 7.

TABLE 1 RIVERWALK COMMUNITY DEVELOPMENT DISTRICT THE 2024 PROJECT AREA DEVELOPMENT PROGRAM SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2024 PROJECT AREA

	No. of	ERUs per	Total	
Product Types	Units	Unit (1)	ERUs	ERU %
Attached Townhome 20'	64	0.40	26	8.57%
Detached Bungalow 34'	140	0.68	95	31.86%
Detached Bungalow 40'	17	0.80	14	4.55%
Detached Single Family 50'	102	1.00	102	34.14%
Detached Single Family 60'	52	1.20	62	20.88%
Total Units	375		299	100.00%

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 50' Unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2 RIVERWALK COMMUNITY DEVELOPMENT DISTRICT INFRASTRUCTURE COST ESTIMATES SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2024 PROJECT AREA

2024 Project (1)	Total Cost Estimate
Roadway Construction (onsite)	\$3,407,000
Potable Water	\$2,497,800
Sanitary Sewer	\$4,725,600
Reclaimed Water	\$2,142,000
Drainage Works	\$3,242,200
	\$16,014,600

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated March 20, 2024

TABLE 3 RIVERWALK COMMUNITY DEVELOPMENT DISTRICT BOND SIZING SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2024 PROJECT AREA

Description	Total
Construction Funds	\$4,923,853
Original Issue Discount	\$17,350
Debt Service Reserve	\$194,370
Capitalized Interest	\$149,252
Underwriters Discount	\$111,700
Cost of Issuance	\$188,475
Par Amount	\$5,585,000
Bond Assumptions:	
Average Coupon	5.69%
Amortization	30 years
Capitalized Interest	6 Months
Debt Service Reserve	50% Max Annual D/S
Underwriters Discount	2%

TABLE 4 RIVERWALK COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF BENEFIT SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2024 PROJECT AREA

					Total Improvements	
	No. of	ERU	Total	% of Total	Costs Per Product	Improvement
Product Types	Units *	Factor	ERUs	ERUs	Туре	Costs Per Unit
Attached Townhome 20'	64	0.40	26	8.57%	\$1,372,067	\$21,439
Detached Bungalow 34'	140	0.68	95	31.86%	\$5,102,376	\$36,446
Detached Bungalow 40'	17	0.80	14	4.55%	\$728,911	\$42,877
Detached Single Family 50'	102	1.00	102	34.14%	\$5,466,831	\$53 <i>,</i> 596
Detached Single Family 60'	52	1.20	62	20.88%	\$3,344,414	\$64,316
Totals	375		299	100.00%	\$16,014,600	

* Unit mix is subject to change based on marketing and other factors

TABLE 5 RIVERWALK COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2024 PROJECT AREA

		Total Improvements	Potential Allocation of Par		Allocation of Par	
	No. of	Costs Per Product	Debt Per Product	Developer	Debt Per Product	Par Debt
Product Types	Units *	Туре	Туре	Contributions**	Туре	Per Unit
Attached Townhome 20'	64	\$1,372,067	\$550 <i>,</i> 040	(\$203)	\$549 <i>,</i> 837	\$8,591
Detached Bungalow 34'	140	\$5,102,376	\$2,045,462	(\$441,770)	\$1,603,692	\$11 <i>,</i> 455
Detached Bungalow 40'	17	\$728,911	\$292,209	(\$97,475)	\$194,734	\$11 <i>,</i> 455
Detached Single Family 50'	102	\$5,466,831	\$2,191,566	(\$183,372)	\$2,008,194	\$19 <i>,</i> 688
Detached Single Family 60'	52	\$3,344,414	\$1,340,723	(\$112,180)	\$1,228,542	\$23 <i>,</i> 626
Totals	375	\$16,014,600	\$6,420,000	(\$835,000)	\$5,585,000	

* Unit mix is subject to change based on marketing and other factors

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$835,000 in eligible infrastructure.

TABLE 6 RIVERWALK COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2024 PROJECT AREA

					Net Annual	
		Allocation of	Total Par	Maximum	Debt	Gross Annual Debt
	No. of	Par Debt Per	Debt Per	Annual Debt	Assessment	Assessment Per Unit
Product Types	Units *	Product Type	Unit	Service	Per Unit	(1)
Attached Townhome 20'	64	\$549,837.20	\$8,591.21	\$38,271.03	\$597.98	\$636.15
Detached Bungalow 34'	140	\$1,603,691.83	\$11,454.94	\$111,623.84	\$797.31	\$848.21
Detached Bungalow 40'	17	\$194,734.01	\$11,454.94	\$13,554.32	\$797.31	\$848.21
Detached Single Family 50'	102	\$2,008,194.46	\$19,688.18	\$139,778.96	\$1,370.38	\$1,457.85
Detached Single Family 60'	52	\$1,228,542.49	\$23,625.82	\$85,511.84	\$1,644.46	\$1,749.42
Totals	375	\$5,585,000.00		\$388,740.00		

(1) This amount includes 6% for collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7 RIVERWALK COMMUNITY DEVELOPMENT DISTRICT PRELIMINARY ASSESSMENT ROLL SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2024 PROJECT AREA

					Net Annual Debt	Gross Annual
		Units/		Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
<u>Platted (Phase 1A)</u>						
PULTE HOME COMPANY LLC	20-23-31-1926-00-010	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-020	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-030	1	50'	\$19,688.18	\$1,370.38	\$1 <i>,</i> 457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-040	1	50'	\$19,688.18	\$1 <i>,</i> 370.38	\$1 <i>,</i> 457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-050	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-060	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-070	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-080	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-090	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-100	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-110	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-120	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-130	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-140	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-150	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-160	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-190	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-200	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-210	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-220	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-230	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-240	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-250	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-260	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-270	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-280	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-290	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-300	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-310	1	50'	\$19,688.18	\$1,370.38	\$1,457.85

		Units/		Total Par Debt	Net Annual Debt Assessment	Gross Annual Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1926-00-320	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-330	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1926-00-340	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-350	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-360	-	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-370	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-380	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-390	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-400	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-410	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-420	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-430	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-440	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-450	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-460	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-470	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-480	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-490	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-500	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-510	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-520	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-530	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-540	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-550	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1926-00-560	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
LENNAR HOMES LLC	20-23-31-1926-00-570	1	TH	\$8,591.21	\$597.98	\$636.15
LENNAR HOMES LLC	20-23-31-1926-00-580	1	TH	\$8,591.21	\$597.98	\$636.15
LENNAR HOMES LLC	20-23-31-1926-00-590	1	TH	\$8,591.21	\$597.98	\$636.15
LENNAR HOMES LLC	20-23-31-1926-00-600	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-610	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-620	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-630	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-640	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-650	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-660	1	34'	\$11,454.94	\$797.31	\$848.21

		Units/		Total Par Debt	Net Annual Debt Assessment	Gross Annual Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1926-00-670	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-680	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-690	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-700	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-710	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-720	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-730	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-740	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-750	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-760	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-770	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-780	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-790	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-800	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-810	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-820	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-830	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-840	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-00-850	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-860	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-870	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-880	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-890	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-900	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-910	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-920	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-930	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-940	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-950	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-960	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-970	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-980	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-00-990	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-000	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-010	1	TH	\$8,591.21	\$597.98	\$636.15

		11			Net Annual Debt	Gross Annual
		Units/		Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1926-01-020	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-030	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-040	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-050	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-060	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-070	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-080	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-090	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-100	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-110	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-120	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-130	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-140	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-150	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-160	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-170	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-180	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-190	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-200	1	34'	\$11,454.94	\$797.31	\$848.21
LENNAR HOMES LLC	20-23-31-1926-01-210	1	34'	\$11,454.94	\$797.31	\$848.21
LENNAR HOMES LLC	20-23-31-1926-01-220	1	34'	\$11,454.94	\$797.31	\$848.21
LENNAR HOMES LLC	20-23-31-1926-01-230	1	34'	\$11,454.94	\$797.31	\$848.21
LENNAR HOMES LLC	20-23-31-1926-01-240	1	34'	\$11,454.94	\$797.31	\$848.21
LENNAR HOMES LLC	20-23-31-1926-01-250	1	34'	\$11,454.94	\$797.31	\$848.21
LENNAR HOMES LLC	20-23-31-1926-01-260	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-330	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-340	1	ТН	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-350	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-360	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-370	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-380	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-390	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-400	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-410	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-420	1	ТН	\$8,591.21	\$597.98	\$636.15

					Net Annual Debt	
		Units/		Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1926-01-430	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-440	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-450	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-460	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-470	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-480	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-490	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-500	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-510	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-540	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-550	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-560	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-570	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-580	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-590	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-600	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-610	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1926-01-710	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-720	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-730	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-740	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-750	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-760	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-770	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-780	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-790	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-800	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-810	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1926-01-820	1	TH	\$8,591.21	\$597.98	\$636.15
Total Phase 1A		163		\$2,295,999.87	\$159,811.46	\$170,012.19
Platted (Phase 1C)		-			A. 0	A
PULTE HOME COMPANY LLC	20-23-31-1929-03-740	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-750	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-760	1	50'	\$19,688.18	\$1,370.38	\$1,457.85

					Net Annual Debt	Gross Annual
		Units/		Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1929-03-770	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-780	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-790	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-800	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-810	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-820	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-830	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-840	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-850	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-860	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-870	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-880	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-890	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-900	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-910	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-920	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-930	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-940	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-950	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-03-960	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1929-03-970	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1929-03-980	1	ТН	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1929-03-990	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1929-04-000	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-010	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-020	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-030	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-040	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-050	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-060	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-070	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-080	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-090	1	40'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-100	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1929-04-110	1	ТН	\$8,591.21	\$597.98	\$636.15

					Net Annual Debt	Gross Annual
		Units/		Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1929-04-120	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1929-04-130	1	TH	\$8,591.21	\$597.98	\$636.15
PULTE HOME COMPANY LLC	20-23-31-1929-04-140	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-150	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-160	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-170	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-180	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-190	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-200	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-210	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-220	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-230	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-240	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-250	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-260	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-270	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-280	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-290	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-300	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-310	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-320	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-330	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-340	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-350	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-360	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-370	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-380	1	60'	\$23 <i>,</i> 625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-390	1	60'	\$23 <i>,</i> 625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-400	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-04-410	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-420	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-430	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-440	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-450	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-04-460	1	34'	\$11,454.94	\$797.31	\$848.21

		Units/		Total Par Debt	Net Annual Debt Assessment	Gross Annual Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1929-04-470	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-480	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-490	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-500	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-510	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-520	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-530	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-540	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-550	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-560	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-570	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-580	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-590	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-600	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-610	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-620	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-630	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-640	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-650	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-660	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-670	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-680	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-690	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-700	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-710	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-720	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-730	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-740	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-750	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-760	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-770	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-780	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-790	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-800	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-810	1	34'	\$11,454.94	\$797.31	\$848.21

		Units/		Total Par Debt	Net Annual Debt Assessment	Gross Annual Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1929-04-820	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-830	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-840	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-850	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-860	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-870	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-880	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-890	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-900	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-910	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-920	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-930	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-940	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-950	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-960	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-970	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-980	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-04-990	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-000	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-010	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-020	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-030	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-040	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-050	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-060	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-070	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-080	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-090	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-100	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-110	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-120	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-130	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-140	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-150	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-180	1	60'	\$23,625.82	\$1,644.46	\$1,749.42

					Net Annual Debt	Gross Annual
2	D	Units/		Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1929-05-190	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-200	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-210	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-220	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-230	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-240	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-250	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-260	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-270	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-280	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-290	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-300	1	60'	\$23,625.82	\$1,644.46	\$1,749.42
PULTE HOME COMPANY LLC	20-23-31-1929-05-310	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-320	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-330	1	50'	\$19,688.18	\$1 <i>,</i> 370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-340	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-350	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-360	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-370	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-380	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-390	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-400	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-410	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-420	1	50'	\$19,688.18	\$1,370.38	\$1,457.85
PULTE HOME COMPANY LLC	20-23-31-1929-05-430	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-440	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-450	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-460	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-470	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-480	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-490	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-500	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-510	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-520	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-530	1	34'	\$11,454.94	\$797.31	\$848.21

					Net Annual Debt	Gross Annual
		Units/		Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Lot Type	Allocation	Allocation	Allocation
PULTE HOME COMPANY LLC	20-23-31-1929-05-540	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-550	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-560	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-570	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-580	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-590	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-600	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-610	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-620	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-630	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-640	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-650	1	34'	\$11,454.94	\$797.31	\$848.21
PULTE HOME COMPANY LLC	20-23-31-1929-05-660	1	34'	\$11,454.94	\$797.31	\$848.21
Total Platted (Phase 1C)		191		\$3,049,878.22	\$212,284.63	\$225,834.71

			Debt Allocation	Total Par Debt	Net Annual Debt Assessment	Gross Annual Debt Assessment
Owner	Property*	Acres	Per Acre	Allocation	Allocation	Allocation
Unplatted						
BEACHLINE NORTH RESIDENTIAL LLC	20-23-31-1926-06-001	0.29	\$1,132.55	\$328.44	\$22.86	\$24.32
BEACHLINE NORTH RESIDENTIAL LLC	20-23-31-1926-06-002	0.66	\$1,132.55	\$747.48	\$52.03	\$55.35
BEACHLINE NORTH RESIDENTIAL LLC	20-23-31-1926-06-003	0.29	\$1,132.55	\$328.44	\$22.86	\$24.32
BEACHLINE NORTH RESIDENTIAL LLC	20-23-31-1926-06-004	0.44	\$1,132.55	\$498.32	\$34.69	\$36.90
BEACHLINE NORTH RESIDENTIAL LLC	20-23-31-1929-06-001	0.316	\$1,132.55	\$357.94	\$24.91	\$26.50
BEACHLINE NORTH RESIDENTIAL LLC	20-23-31-1926-06-005	209.1	\$1,132.55	\$236,861.28	\$16,486.56	\$17,538.90
Total Unplatted		211.14		\$239,121.91	\$16,643.91	\$17,706.29
Combined Total				\$5,585,000.00	\$388,740.00	\$413,553.19

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Owner	Property*	Units/ Acres	Lot Type	Total Par Debt Allocation	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation
	roperty	710100	Lot Type	, inocación	Anocation	, inocation
Annual Assessment Periods	30					
Average Coupon Rate (%)	5.69%					
Maximum Annual Debt Service	\$388,740.00					

*See Metes and Bounds, attached as Exhibit A

EXHIBIT A

RIVERWALK TAKEDOWN 1, 2 AND 3 OVERALL PARCEL

DESCRIPTION:

That part of Sections 19, 20, 29 and 30, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northeast corner of the Southeast 1/4 of said Section 19; thence S89°51'04"W along the North line of the South 1/2 of said Section 19 for a distance of 917.42 feet; thence departing said North line run S01°59'00"E, 65.70 feet; thence S49°18'20"E, 84.45 feet; thence S30°51'23"E, 84.45 feet; thence S12°22'44"E, 70.05 feet; thence S00°11'45"E, 69.81 feet; thence S00°07'16"E, 59.77 feet; thence S02°28'59"W, 48.45 feet; thence S06°10'45"W, 56.79 feet; thence S09°52'34"W, 52.79 feet; thence S13°34'23"W, 60.78 feet; thence S21°09'07"W, 67.56 feet; thence N66°56'51"W, 172.38 feet to a non-tangent curve concave Northwesterly having a radius of 704.00 feet and a chord bearing of S27°46'30"W; thence Southwesterly along the arc of said curve through a central angle of 17°29'20" for a distance of 214.89 feet to the point of compound curvature of a curve concave Northerly having a radius of 15.00 feet and a chord bearing of S82°30'58"W; thence Westerly along the arc of said curve through a central angle of 91°59'36" for a distance of 24.08 feet to the point of tangency; thence N51°29'14"W, 21.48 feet to the point of curvature of a curve concave Southwesterly having a radius of 351.07 feet and a chord bearing of N60°09'38"W; thence Northwesterly along the arc of said curve through a central angle of 17°20'47" for a distance of 106.29 feet to a non-tangent line; thence N15°12'38"E, 78.40 feet; thence N74°55'27"W, 59.00 feet; thence S15°12'38"W, 77.09 feet to a nontangent curve concave Southerly having a radius of 351.07 feet and a chord bearing of N84°18'45"W; thence Westerly along the arc of said curve through a central angle of 11°40'22" for a distance of 71.52 feet to the point of tangency; thence S89°51'04"W, 41.02 feet; thence S00°08'56"E, 54.00 feet; thence N89°51'04"E, 41.02 feet to the point of curvature of a curve concave Southerly having a radius of 297.07 feet and a chord bearing of S70°49'05"E; thence Easterly along the arc of said curve through a central angle of 38°39'42" for a distance of 200.45 feet to the point of tangency; thence S51°29'14"E, 89.55 feet to a non-tangent curve concave Northwesterly having a radius of 758.00 feet and a chord bearing of N34°31'21"E; thence Northeasterly along the arc of said curve through a central angle of 14°47'33" for a distance of 195.70 feet to the point of reverse curvature of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of N70°05'22"E; thence Easterly along the arc of said curve through a central angle of 85°55'35" for a distance of 37.49 feet to the point of tangency; thence S66°56'51"E, 114.12 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of S20°20'59"E; thence Southerly along the arc of said curve through a central angle of 93°11'45" for a distance of 40.66 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 1072.00 feet and a chord bearing of S34°42'57"W; thence Southwesterly along the arc of said curve through a central angle of 16°56'07" for a distance of 316.86 feet to the point of tangency; thence S43°11'01"W, 598.96 feet to the point of curvature of a curve concave Southeasterly having a radius of 1202.00 feet and a chord bearing of S38°08'04"W; thence Southwesterly along the arc of said curve through a central angle of 10°05'52" for a distance of 211.84 feet to a non-tangent line; thence N56°54'52"W, 51.00 feet to a non-tangent curve concave Southeasterly having a radius of 1253.00 feet and a chord bearing of S24°49'03"W; thence Southwesterly along the arc of said curve through a central angle of 16°32'10" for a distance of 361.63

feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 80.00 feet and a chord bearing of S61°03'25"W; thence Southwesterly along the arc of said curve through a central angle of 89°00'53" for a distance of 124.29 feet to the point of tangency; thence N74°26'09"W, 311.32 feet; thence S15°33'51"W, 40.00 feet to a non-tangent curve concave Northerly having a radius of 1007.00 feet and a chord bearing of N68°25'16"W; thence Westerly along the arc of said curve through a central angle of 12°01'44" for a distance of 211.41 feet to a non-tangent line; thence S27°35'36"W, 126.00 feet to a non-tangent curve concave Northerly having a radius of 1133.00 feet and a chord bearing of S68°25'16"E; thence Easterly along the arc of said curve through a central angle of 12°01'44" for a distance of 237.87 feet to the point of tangency; thence S74°26'09"E, 57.08 feet; thence S15°27'47"E, 2326.49 feet; thence S22°49'34"W, 126.80 feet; thence S67°10'26"E, 186.33 feet; thence N89°51'04"E, 748.16 feet; thence S00°08'56"E, 667.87 feet; thence N89°51'04"E, 905.51 feet; thence N00°08'56"W, 301.30 feet; thence N78°11'59"E, 1255.44 feet; thence N56°36'26"E, 869.34 feet; thence N00°00'00"E, 1044.06 feet; thence N90°00'00"E, 660.58 feet to the Westerly limited access right-of-way line of State Road Number 417, as described in Official Records Book 4307, Page 2300, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Westerly limited access right-of-way line: N25°12'52"W, 1317.80 feet; S64°47'08"W, 150.00 feet; N25°12'52"W, 200.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 6029.58 feet and a chord bearing of N22°35'26"W; thence Northwesterly along the arc of said curve through a central angle of 05°14'53" for a distance of 552.28 feet to a non-tangent line; N70°02'01"E, 150.00 feet to a non-tangent curve concave Easterly having a radius of 5879.58 feet and a chord bearing of N16°13'10"W; thence Northerly along the arc of said curve through a central angle of 07°29'38" for a distance of 769.01 feet to the point of tangency; N12°28'21"W, 521.19 feet to the North line of the South 1/2 of said Section 20; thence departing said Westerly limited access right-of-way line, run S89°46'34"W along said North line, 1682.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 404.22 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT C Maturities and Coupon of Series 2024 Bonds

Apr 16, 2024 2:57 pm Prepared by DBC Finance

(Riverwalk CDD 2024:RW-2024) Page 2

BOND PRICING

Riverwalk Community Development District Special Assessment Bonds, Series 2024 (2024 Project Area)					
Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2031	635,000	4.650%	4.650%	100.000
Term 2:	05/01/2044	2,015,000	5.500%	5.520%	99.758
Term 3:	05/01/2054	2,935,000	5.800%	5.830%	99.575
		5,585,000			

Dated Date	05/08/2024	
Delivery Date	05/08/2024	
First Coupon	11/01/2024	
Par Amount	5,585,000.00	
Original Issue Discount	-17,350.05	
Production	5,567,649.95	99.689346%
Underwriter's Discount	-111,700.00	-2.000000%
Purchase Price	5,455,949.95	97.689346%
Accrued Interest		
Net Proceeds	5,455,949,95	

EXHIBIT D

Sources and Uses of Funds for Series 2024 Bonds

Apr 16, 2024 2:57 pm Prepared by DBC Finance

(Riverwalk CDD 2024:RW-2024) Page 1

SOURCES AND USES OF FUNDS

Riverwalk Community Development District Special Assessment Bonds, Series 2024 (2024 Project Area)

Bond Proceeds:	
Par Amount	5,585,000.00
Original Issue Discount	-17,350.05
	5,567,649.95
Uses:	
Other Fund Deposits:	
Debt Service Reserve Fund (50% MADS)	194,370.00
Capitalized Interest Fund (thru 11/1/24)	149,252.15
	343,622.15
Delivery Date Expenses:	
Cost of Issuance	188,475.00
Underwriter's Discount	111,700.00
	300,175.00
Other Uses of Funds:	
Construction Fund	4,923,852.80
	5,567,649.95

EXHIBIT E Annual Debt Service Payment Due on Series 2024 Bonds

Apr 16, 2024 2:57 pm Prepared by DBC Finance

(Riverwalk CDD 2024:RW-2024) Page 4

BOND DEBT SERVICE

Riverwalk Community Development District Special Assessment Bonds, Series 2024 (2024 Project Area)

Annual Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
149,252.15	149,252.15	149,252.15			11/01/2024
	235,291.25	155,291.25	4.650%	80,000	05/01/2025
388,722.50	153,431.25	153,431.25			11/01/2025
	233,431.25	153,431.25	4.650%	80,000	05/01/2026
385,002.50	151,571.25	151,571.25			11/01/2026
	236,571.25	151,571.25	4.650%	85,000	05/01/2027
386,166.25	149,595.00	149,595.00			11/01/2027
	239,595.00	149,595.00	4.650%	90,000	05/01/2028
387,097.50	147,502.50	147,502.50			11/01/2028
	242,502.50	147,502.50	4.650%	95,000	05/01/2029
387,796.25	145,293.75	145,293.75			11/01/2029
	245,293.75	145,293.75	4.650%	100,000	05/01/2030
388,262.50	142,968.75	142,968.75			11/01/2030
	247,968.75	142,968.75	4.650%	105,000	05/01/2031
388,496.25	140,527.50	140,527.50			11/01/2031
	250,527.50	140,527.50	5.500%	110,000	05/01/2032
388,030.00	137,502.50	137,502.50			11/01/2032
	252,502.50	137,502.50	5.500%	115,000	05/01/2033
386,842.50	134,340.00	134,340.00			11/01/2033
	254,340.00	134,340.00	5.500%	120,000	05/01/2034
385,380.00	131,040.00	131,040.00			1/01/2034
	261,040.00	131,040.00	5.500%	130,000	05/01/2035
388,505.00	127,465.00	127,465.00			1/01/2035
	262,465.00	127,465.00	5.500%	135,000	5/01/2036
386,217.50	123,752.50	123,752.50			1/01/2036
	268,752.50	123,752.50	5.500%	145,000	5/01/2037
388,517.50	119,765.00	119,765.00			1/01/2037
	269,765.00	119,765.00	5.500%	150,000	05/01/2038
385,405.00	115,640.00	115,640.00			1/01/2038
	275,640.00	115,640.00	5.500%	160,000	05/01/2039
386,880.00	111,240.00	111,240.00			1/01/2039
	281,240.00	111,240.00	5.500%	170,000	05/01/2040
387,805.00	106,565.00	106,565.00			1/01/2040
	286,565.00	106,565.00	5.500%	180,000	05/01/2041
388,180.00	101,615.00	101,615.00			1/01/2041
	291,615.00	101,615.00	5.500%	190,000	5/01/2042
388,005.00	96,390.00	96,390.00			1/01/2042
	296,390.00	96,390.00	5.500%	200,000	05/01/2043
387,280.00	90,890.00	90,890.00			1/01/2043
	300,890.00	90,890.00	5.500%	210,000	5/01/2044
386,005.00	85,115.00	85,115.00			1/01/2044
	310,115.00	85,115.00	5.800%	225,000	5/01/2045
388,705.00	78,590.00	78,590.00			1/01/2045
	313,590.00	78,590.00	5.800%	235,000	05/01/2046
385,365.00	71,775.00	71,775.00			11/01/2046
	321,775.00	71,775.00	5.800%	250,000	05/01/2047
386,300.00	64,525.00	64,525.00			1/01/2047
	329,525.00	64,525.00	5.800%	265,000	5/01/2048
386,365.00	56,840.00	56,840.00			11/01/2048
	336,840.00	56,840.00	5.800%	280,000	05/01/2049
385,560.00	48,720.00	48,720.00			1/01/2049
	348,720.00	48,720.00	5.800%	300,000	05/01/2050
388,740.00	40,020.00	40,020.00			11/01/2050
	355,020.00	40,020.00	5.800%	315,000	05/01/2051

BOND DEBT SERVICE

Riverwalk Community Development District Special Assessment Bonds, Series 2024 (2024 Project Area)

Annual Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
	365,885.00	30,885.00	5.800%	335,000	05/01/2052
387,055.00	21,170.00	21,170.00		,	11/01/2052
	376,170.00	21,170.00	5.800%	355,000	05/01/2053
387,045.00	10,875.00	10,875.00			11/01/2053
	385,875.00	10,875.00	5.800%	375,000	05/01/2054
385,875.00					11/01/2054
11,760,763.40	11,760,763.40	6,175,763.40		5,585,000	

SECTION B

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

POST-ISSUANCE COMPLIANCE AND REMEDIAL ACTION PROCEDURES

Adopted May 1, 2024

Riverwalk Community Development District (the "District") hereby adopts the following procedures (the "Procedures") as its written procedures for post-issuance compliance and remedial action applicable to tax-advantaged bonds, notes, leases, certificates of participation or similar (collectively, "Obligations") heretofore and hereafter issued or executed and delivered by it or on its behalf, including but not limited to the Special Assessment Bonds, Series 2024 (2024 Project Area). These Procedures are intended to supplement any previous post-issuance compliance and remedial action procedures that may have been adopted by the District and any procedures evidenced in writing by any tax document for any Obligations heretofore or hereafter issued, entered into or executed and delivered by it or on its behalf, the related information returns filed in connection with any Obligations and the instructions to such information returns.

- In connection with the issuance or execution and delivery of Obligations, the Chairperson or Vice Chairperson of the Board of Supervisors of the District, or such person's designee (the "Responsible Person") is to sign a tax certificate prepared by bond counsel that sets forth (a) the District's reasonable expectations as to the use of the proceeds of the Obligations and (b) instructions for post-issuance compliance with the federal tax laws relating to the Obligations.
- The Responsible Person is to identify persons responsible for monitoring ongoing compliance with the tax requirements and provide adequate training to such persons, including training with respect to the requirements of the Code applicable to the expenditure of proceeds of the Obligations and the private use of Obligation-financed project. The Responsible Person is to annually review the District's compliance with these procedures and the terms of the applicable tax certificates in order to determine whether any violations have occurred so that such violations may be timely remediated through the "remedial action" provisions of the United States Treasury Regulations or through the Voluntary Closing Agreement Program administered by the Internal Revenue Service.
- The Responsible Person is to work with the District's bond counsel or underwriter, if applicable, to obtain a written certification as to the offering price of the Obligations so as to establish the issue price of the Obligations for arbitrage purposes.
- The Responsible Person is to work with bond counsel to ensure that the Internal Revenue Service Form 8038-G is filed in a timely manner in connection with the issuance or execution and delivery of the Obligations.
- The Responsible Person is to periodically check the financial records and expenditures of the District to ensure that (a) clear and consistent accounting procedures are being used to track the investment and expenditure of Obligation proceeds, (b) Obligation proceeds are

timely expended in accordance with the applicable temporary period rules of the arbitrage regulations, and (c) Obligation proceeds are expended in accordance with the expectations contained in the tax certificate. The Responsible Person will ensure that a final allocation of Obligation proceeds (including investment earnings) to qualifying expenditures is made with respect to its Obligation proceeds.

- The Responsible Person will review arrangements for the use of Obligation-financed property with non-governmental persons or organizations or the federal government (collectively referred to as "private persons") in order to ensure that applicable private activity bond limitations are not exceeded. Such review is to include the review of contracts or arrangements with private persons with respect to Obligation-financed property that could result in private business use of the facilities, including the sale of facilities, leases, management or service contracts, research contracts or other contracts involving "special legal entitlements" to Obligation-financed property. If it appears that applicable private activity bond limitations are exceeded, the District will immediately contact district counsel and bond counsel.
- The Responsible Person will ensure that the District complies with the arbitrage rebate covenants contained in the tax certificate. The Responsible Person will hire a rebate analyst or otherwise ensure that the rebate calculations are conducted in a timely manner in order to determine compliance with arbitrage yield restrictions and rebate requirements with respect to the Obligations.
- The District will ensure that for each issue of Obligations, the transcript and all records and documents described in these procedures will be maintained while any of the Obligations are outstanding and during the four-year period following the final maturity or redemption of that Obligation issue, or if the Obligations are refunded or refinanced (or re-refunded or re-refinanced), while any of the refunding Obligations are outstanding and during the four-year period following the final maturity or redemption of the refunding Obligations.
- The District will follow the procedures described above to comply with all tax-exempt bond requirements. If any violations of the above or other applicable provisions of the federal tax laws relating to its Obligations are discovered, the District will immediately contact district counsel or bond counsel to determine the appropriate course of action to remedy such violation, including contacting the Internal Revenue Service, if necessary.

SECTION C

June 29, 2023

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

RE: Acquisition of Utility Infrastructure Riverwalk Phase 1A

Dear Sir or Madam,

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

Sincerely,

PULTE HOME COMPANY, LLC

By: Douglas Edward Hoffman Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:

Chairperson Riverwalk Community Development District

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

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

RIVERWALK CDD UTILITY INFRASTRUCTURE ACQUISITION COSTS RIVERWALK PHASE 1A

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

BILL OF SALE

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

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

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

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 29 day of 500, 2023.

Signed, sealed and delivered in the presence of:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Witnessed:

Print Name: Douglas Edward Hoffman Print Title: Vice President

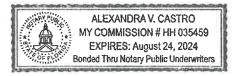
Print Name: Kimberly Clayton

Print Name: Alexandra V Casho

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this 29% day of $\square \square \square$, 2023, by $\square \square \square \square$, as $\square \square \square \square$ of Pulse Home Company, LLC, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Notary Public Signature

Alexandra V (ash)

(Name typed, printed or stamped) Notary Public, State of <u>Flovida</u> Commission No.<u>HH035439</u> My Commission Expires: <u>08</u> 24/24

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

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

RIVERWALK CDD UTILITY INFRASTRUCTURE ACQUISITION COSTS RIVERWALK PHASE 1A

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

Riverwalk Community Development District

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

Riverwalk Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located at 219 East Livingston Street, Orlando, Florida 32801, Seller, for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by Orange County, a charter county and political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, mains, fittings, valves, hydrants, manholes, meter banks, lift stations and attendant improvements and appurtenances which comprise the water, wastewater, and reclaimed water system installed and/or constructed by Seller and located on the County easements or rights-of-way as shown on the record drawings, more specifically described as follows:

PROJECT: <u>Riverwalk Phase 1A, Permit No. 21-U-131</u> Exhibit "A" Legal Description Attached Buyer shall have all rights and title to the goods in itself and its assigns.

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

IN WITNESS WHEREOF, Seller has executed thi Florida on, 20	s Agreement at 4101 Vineland Rd. Oclark Fr. 72811
SIGNED, SEALED AND DELIVERED By:	IN THE PRESENCE OF: Jotary Signature Justin Lee Graver 10/4/2023 Print Notary Name and Date
Chairperson, Board of Supervisors Print Title STATE OF FLORDA COUNTY OF Orage	JUSTIN LEE GRAUER Notary Public State of Florida Commit HH412522 Expires 6/19/2027
The foregoing instrument was acknowledge	ged before me by means of $[X]$ physical

The foregoing instrument was acknowledged before me by means of [_______] <u>physical</u> presence or [____] online notarization, this <u>44h</u> day of <u>October</u>, 2023 by Chris Wrenn, of Riverwalk Community Development District, a a local unit of special purpose government, on behalf of the District, who is [____] personally known to me or [___] has produced ______ as identification.

EXHIBIT "A"

Legal Description regarding Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Page 137, of the Public Records of Orange County, Florida:

That part of Sections 19, 20, 29 and 30, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northeast corner of the Southeast 1/4 of said Section 19; thence S89°51'04"W along the North line of the South 1/2 of said Section 19 for a distance of 610.42 feet to the Easterly line of the plat of ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A, according to the plat thereof, as recorded in Plat Book 110, Pages 42 through 44, of the Public Records of Orange County, Florida; thence departing said North line run the following courses and distances along said Easterly line: S00°08'52"E, 309.49 feet to the point of curvature of a curve concave Westerly having a radius of 1200.00 feet and a chord bearing of S09°46'34"W; thence Southerly along the arc of said curve through a central angle of 19°50'53" for a distance of 415.70 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of S23°37'25"E; thence Southeasterly along the arc of said curve through a central angle of 86°38'52" for a distance of 37.81 feet to a non-tangent line; S22°44'42"W, 85.00 feet to a non-tangent curve concave Southerly having a radius of 25.00 feet and a chord bearing of S69°32'06"W; thence Westerly along the arc of said curve through a central angle of 87°02'05" for a distance of 37.98 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 1200.00 feet and a chord bearing of S34°36'02"W; thence Southwesterly along the arc of said curve through a central angle of 17°09'57" for a distance of 359.52 feet to the point of tangency; S43°11'01"W, 161.35 feet to the Southernmost corner of said plat of ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A; thence departing said Easterly line run N46°48'59"W along the Southerly line of said plat of ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A for a distance of 128.00 feet to the Westerly line of lands described in Official Records Document Number 20210775860, of the Public Records of Orange County, Florida; thence departing said Southerly line run the following courses and distances along said Westerly line and the Southerly line of said lands described in Official Records Document Number 20210775860: S43°11'01"W, 437.61 feet to the point of curvature of a curve concave Southeasterly having a radius of 1202.00 feet and a chord bearing of S38°08'04"W; thence Southwesterly along the arc of said curve through a central angle of 10°05'52" for a distance of 211.84 feet to a nontangent line; N56°54'52"W, 51.00 feet to a non-tangent curve concave Southeasterly having a radius of 1253.00 feet and a chord bearing of S24°49'03"W; thence Southwesterly along the arc of said curve through a central angle of 16°32'10" for a distance of 361.63 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 80.00 feet and a chord bearing of S61°03'25"W; thence Southwesterly along the arc of said curve through a central angle of 89°00'53" for a distance of 124.29 feet to the point of tangency, N74°26'09"W, 311.32 feet; S15°33'51"W, 40.00 feet to a non-tangent curve concave Northerly having a radius of 1007.00 feet and a chord bearing of N68°25'16"W; thence Westerly along the arc of said curve through a central angle of 12°01'44" for a distance of 211.41 feet to a non-tangent line; S27°35'36"W, 126.00 feet to a non-tangent curve concave Northerly having a radius of 1133.00 feet and a chord bearing of S68°25'16"E; thence Easterly along the arc of said curve through a central angle of 12°01'44" for a distance of 237.87 feet to the point of tangency; S74°26'09"E, 57.08 feet; S15°27'47"E, 2326.49 feet; S22°49'34"W, 126.80 feet; S67°10'26"E, 186.33 feet; N89°51'04"E, 748.16 feet; S00°08'56"E, 667.87 feet; N89°51'04"E, 905.51 feet; N00°08'56"W, 301.30 feet; N78°11'59"E, 1255.44 feet; N56°36'26"E, 869.34 feet; N00°00'00"E, 1044.06 feet; N90°00'00"E, 660.58 feet to the Westerly limited access right-of-way line of State Road Number 417, as described in Official Records Book 4307, Page 2300, of the Public Records of Orange County, Florida; thence departing said Southerly line of lands described in Official Records Document Number 20210775860, run the following courses and distances along said Westerly limited access right-of-way line: N25°12'52"W, 1317.80 feet; S64°47'08"W, 150.00 feet; N25°12'52"W, 200.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 6029.58 feet and a chord bearing of N22°35'26"W; thence Northwesterly along the arc of said curve through a central angle of 05°14'53" for a distance of 552.28 feet to a nontangent line; N70°02'01"E, 150.00 feet to a non-tangent curve concave Easterly having a radius of

5879.58 feet and a chord bearing of N16°13'10"W; thence Northerly along the arc of said curve through a central angle of 07°29'38" for a distance of 769.01 feet to the point of tangency, N12°28'21"W, 521.19 feet to the North line of the South 1/2 of said Section 20; thence departing said Westerly limited access right-of—way line, run S89°46'34"W along said North line, 1682.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 397.939 acres more or less when calculated in ground dimensions.

CERTIFICATE OF DISTRICT ENGINEER RELATING TO ACQUISITION OF INFRASTRUCTURE

June 29, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA COUNTY OF ORANGE

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

LISA E. TONEY MY COMMISSION # HH 365400	Jusael 30auf		
EXPIRES: March 16, 2027	(Official Notary Signature & Seal)		
[notary seal]	Name: LISA E. TONEY Personally Known		

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

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

RIVERWALK CDD UTILITY INFRASTRUCTURE ACQUISITION COSTS RIVERWALK PHASE 1A

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

CERTIFICATE OF CONSULTING ENGINEER RELATING TO ACQUISITION OF UTILITY INFRASTRUCTURE

June 29, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, R.E., Sr. Vice President

STATE OF FLORIDA COUNTY OF ORANGE

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

LISA E. TONEY MY COMMISSION # HH 365400 EXPIRES: March 16, 2027	Jusac toney		
EAPIRES: March 10, 2021	(Official Notary Signature & Seal)		
[notary seal]	Name:		

Exhibit A

Riverwalk Phase 1A Utility Improvements

Description of Improvements to be Acquired

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

RIVERWALK CDD UTILITY INFRASTRUCTURE ACQUISITION COSTS RIVERWALK PHASE 1A

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

November 2, 2023

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

RE: Acquisition of Roads and Storm Infrastructure Riverwalk Phase 1A

Dear Sir or Madam,

We are writing to request that the Riverwalk Community Development District ("District") acquire from Pulte Home Company, LLC ("Developer") the public infrastructure improvements and/or work product set forth in Exhibit A, which is attached hereto. Developer created the improvements and/or work product consistent with the District's *Engineer's Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of \$2,591,905.23, representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

Sincerely,

PULTE HOME COMPANY, LLC

By: Douglas Edward Hoffman Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:

Chairperson Riverwalk Community Development District

Exhibit A

Riverwalk Phase 1A Roads and Storm Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Pages 137-157, of the Public Records of Orange County, Florida, and within the attendant access easements, specifically consisting of storm pipes, inlets, manholes, asphalt roadways, concrete sidewalks, curb and gutter, ramps, signs and pavement markings improvements and appurtenances constructed in connection therewith.

RIVERWALK CDD ROADS AND STORM ACQUISITION COSTS RIVERWALK PHASE 1A

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Storm Sewer	Blue Ox	\$1,364,465.67	\$0.00	\$1,364,465.67
Roads	Blue Ox	\$1,515,429.03	\$0.00	\$1,515,429.03
SUBTOTAL				\$2,879,894.70
Less 10% Retainage				\$287,989.47
TOTAL ACQUISITION PRICE				\$2,591,905.23

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Riverwalk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**") whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit: those components of the Riverwalk Phase 1A project as recorded on the plat of Everbe Phase 1A in Plat Book 110, Pages 137-157, of the Public Records of Orange County, Florida, and within the attendant access easements, specifically consisting of storm pipes, inlets, manholes, asphalt roadways, concrete sidewalks, curb and gutter, ramps, signs and pavement markings improvements and appurtenances constructed in connection therewith.

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

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

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this $2^{2^{3}}$ day of 3^{3} , 2023.

Signed, sealed and delivered in the presence of:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Witnessed:

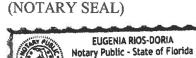
Print Name: _ Gerry

Print Name:

Print Name: Douglas Edward Hoffman Print Title: Vice President

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this $2^{n/4}$ day of <u>NOVEMBER</u>, 2023, by <u>DUGLAS HOFFMAN</u>, as <u>VICE PLES DENT</u> of **Pulte Home Company, LLC**, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.



Commission # HH 334450 My Comm. Expires Nov 21, 2026

Bonded through National Notary Assn.

Notary Public Signature

(Name typed, printed or stamped) Notary Public, State of <u>FroeLDA</u> Commission No. <u>HA334430</u> My Commission Expires: <u>1121/2026</u>

CERTIFICATE OF DISTRICT ENGINEER RELATING TO ACQUISITION OF INFRASTRUCTURE

October 31, 2023

Board of Supervisors Riverwalk Community Development District

Re: Riverwalk Community Development District Acquisition of Roads and Storm Infrastructure Riverwalk Phase 1A

Ladies and Gentlemen:

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

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

F:\Proj2021\21666\ENGadmin\Acquisitions\Riverwalk Ph1A\ep072 RW Ph1A (Rd-Strm) Certificate of District Engineer.docx

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

DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, PE, Executive Vice President

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 3)⁵⁺ day of October, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]

(Official Notary Signature & Seal)

Name: LISA & Torey _____ Personally Known

CERTIFICATE OF CONSULTING ENGINEER RELATING TO ACQUISITION OF ROADS AND STORM INFRASTRUCTURE

October 31, 2023

Board of Supervisors Riverwalk Community Development District

Re: Riverwalk Community Development District Acquisition of Roads and Storm Infrastructure Riverwalk Phase 1A

Ladies and Gentlemen:

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, PE, Executive Vice President

STATE OF FLORIDA COUNTY OF ORANGE

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



[notary seal]

(Official Notary Signature & Seal)

Name: Lisa Etopert _____ Personally Known

November 16, 2023

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

RE: Acquisition of Utility Infrastructure Riverwalk Phase 1C

Dear Sir or Madam,

We are writing to request that the Riverwalk Community Development District ("District") acquire from Pulte Home Company, LLC ("Developer") the public infrastructure improvements and/or work product set forth in Exhibit A, which is attached hereto. Developer created the improvements and/or work product consistent with the District's *Engineer's Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of \$2,956,207.25, representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

Sincerely,

PULTE HOME COMPANY, LLC

100

By: Douglas Edward Hoffman Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:

Chairperson Riverwalk Community Development District

F:\Proj2021\21666\ENGadmin\Acquisitions\Riverwalk Ph1C\ep050 RW Ph1C (UTIL) Developer Letter (phc).docx

Exhibit A

Riverwalk Phase 1C Utility Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1C project as recorded on the plat of Everbe Phase 1C in Plat Book 113, Pages 99-118, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

RIVERWALK CDD UTILITY INFRASTRUCTURE ACQUISITION COSTS RIVERWALK PHASE 1C

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost
Sanitary Sewer	Blue Ox	\$1,244,216.59	\$31,629.02	\$1,275,845.61
Sanitary Lift Station	Blue Ox	\$339,747.41	\$226,498.27	\$566,245.68
Water System	Blue Ox	\$688,439.23	\$8,713.20	\$697,152.43
Reclaimed Water	Blue Ox	\$733,177.40	\$12,253.60	\$745,431.00
SUBTOTAL				\$3,284,674.72
Less 10% Retainage				\$328,467.47
TOTAL ACQUISITION PRICE				\$2,956,207.25

Riverwalk Community Development District

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

Riverwalk Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located at 219 East Livingston Street, Orlando, Florida 32801, Seller, for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by Orange County, a charter county and political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, mains, fittings, valves, hydrants, manholes, meter banks, lift stations and attendant improvements and appurtenances which comprise the water, wastewater, and reclaimed water system installed and/or constructed by Seller and located on the County easements or rights-of-way as shown on the record drawings, more specifically described as follows:

PROJECT: <u>Riverwalk Phase 1C, Permit No. 22-U-012</u> Exhibit "A" Legal Description Attached Buyer shall have all rights and title to the goods in itself and its assigns.

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

IN WITNESS WHEREOF, Seller has executed this Agreement at 911 Violog (A. Klado FL 3231) Florida on NIVCHARA 31 , 2023.

SIGNED, SEALED AND DELIVERED

By:

Seller Signature

Print Seller Name and Date

<u>Chairperson, Board of Supervisors</u> Print Title

COUNTY OF Orange

IN THE PRESENCE OF:

Notary Signature

Kimborly Clayton 11/30/23 Print Notary Name and Date

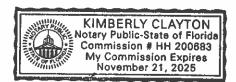


EXHIBIT "A"

Legal Description regarding Riverwalk Phase 1C project as recorded on the plat of Everbe Phase 1C in Plat Book 113, Page 99, of the Public Records of Orange County, Florida:

That part of Tract FD-5, EVERBE PHASE 1A, according to the plat thereof, as recorded in Plat Book 110, Pages 137 through 157, of the Public Records of Orange County, Florida, described as follows:

BEGIN at the Northeast corner of said Tract FD-5; thence run the following courses and distances along the Northerly line of said Tract FD-5: N82°18'54"W, 409.11 feet to a non-tangent curve concave Northwesterly having a radius of 130.00 feet and a chord bearing of S35°00'13"W; thence Southwesterly along the arc of said curve through a central angle of 40°07'44" for a distance of 91.05 feet to the point of tangency; S55°04'06"W, 105.38 feet to the point of curvature of a curve concave Northerly having a radius of 130.00 feet and a chord bearing of S84°36'39"W; thence Westerly along the arc of said curve through a central angle of 59°05'06" for a distance of 134.06 feet to the point of tangency; N65°50'49"W, 54.35 feet to a non-tangent curve concave Northeasterly having a radius of 336.09 feet and a chord bearing of N50°31'19"W; thence Northwesterly along the arc of said curve through a central angle of 30°36'00" for a distance of 179.50 feet to a non-tangent curve concave Southwesterly having a radius of 265.00 feet and a chord bearing of N40°07'13"W; thence Northwesterly along the arc of said curve through a central angle of 07°28'49" for a distance of 34.60 feet to the point of tangency; N43°51'38"W, 138.83 feet; N14°59'09"E, 55.28 feet to the point of curvature of a curve concave Westerly having a radius of 353.00 feet and a chord bearing of N04°58'41"E; thence Northerly along the arc of said curve through a central angle of 20°00'56" for a distance of 123.32 feet to the point of tangency; N05°01'47"W, 33.96 feet; S84°58'13"W, 55.00 feet; S05°01'47"E, 33.96 feet to the point of curvature of a curve concave Westerly having a radius of 298.00 feet and a chord bearing of S04°58'41"W; thence Southerly along the arc of said curve through a central angle of 20°00'56" for a distance of 104.10 feet to the point of tangency; S14°59'09"W, 149.58 feet to the point of curvature of a curve concave Westerly having a radius of 998.00 feet and a chord bearing of S17º43'02"W; thence Southerly along the arc of said curve through a central angle of 05°27'45" for a distance of 95.15 feet to a non-tangent line; N80°45'44"W, 879.67 feet to a non-tangent curve concave Southerly having a radius of 390.00 feet and a chord bearing of S89°03'52"W; thence Westerly along the arc of said curve through a central angle of 20°22'14" for a distance of 138.66 feet to the point of tangency; S78°52'45"W, 300.16 feet to the point of curvature of a curve concave Southeasterly having a radius of 390.00 feet and a chord bearing of S58°02'26"W; thence Southwesterly along the arc of said curve through a central angle of 41°40'37" for a distance of 283.69 feet to the point of tangency; S37°12'07"W, 44.83 feet; S41°06'54"W, 150.68 feet to the point of curvature of a curve concave Easterly having a radius of 25.00 feet and a chord bearing of S10°56'44"W; thence Southerly along the arc of said curve through a central angle of 60°20'20" for a distance of 26.33 feet to the point of tangency; S19°13'26"E, 284.19 feet to the point of curvature of a curve concave Westerly having a radius of 85.00 feet and a chord bearing of S04°04'07"W; thence Southerly along the arc of said curve through a central angle of 46°35'06" for a distance of 69.11 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of S23°32'14"E; thence Southeasterly along the arc of said curve through a central angle of 101°47'49" for a distance of 44.42 feet to the point of tangency; S74°26'09"E, 4.35 feet; S43°43'07"E, 7.39 feet; S46°16'53"W, 36.13 feet; N72°07'44"W, 89.41 feet; N78°54'31"W, 25.08 feet; N74°26'09"W, 272.86 feet; N85°42'18"W, 69.57 feet; S71°11'02"W, 93.36 feet; S48°08'51"W, 93.36 feet; S25°04'53"W, 66.82 feet; \$15°03'49"W, 22.38 feet; \$15°33'51"W, 38.40 feet; N74°26'09"W, 152.50 feet to the Southwest corner of Tract S-1, according to the aforesaid plat of EVERBE PHASE 1A, and the Easterly line of ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2B, according to the plat thereof, as recorded in Plat Book 112, Pages 79 through 83, of the Public Records of Orange County, Florida, and a non-tangent curve concave Easterly having a radius of 272.00 feet and a chord bearing of S04°52'35"E; thence departing said Northerly line of Tract FD-5 run the following courses and distances along said Easterly line of the plat of ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2B: Southerly along the arc of said curve through a central angle of 29°57'54" for a distance of 142.25 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 37.00 feet and a chord bearing of S44°02'28"E; thence Southeasterly along the arc of said curve through a central angle of 48°21'53" for a distance of 31.23 feet to a non-tangent line; S21°46'35"W, 14.00 feet to a non-tangent curve concave Northerly having a radius of 51.00 feet and a chord bearing of S71°19'47"E; thence Easterly along the arc of said curve through a central angle of 06°12'44" for a distance of 5.53 feet to the point of tangency; S74°26'09"E, 187.23 feet; S15°33'51"W, 62.14 feet; N78°14'59"W, 157.46 feet to the point of curvature of a curve concave Southerly having a radius of 181.00 feet and a chord bearing of N83°37'08"W; thence Westerly along the arc of said curve through a central angle of 10°44'18" for a distance of 33.92 feet to a non-tangent line; S01°00'43"W, 9.00 feet to a non-tangent curve concave Southerly having a radius of 172.00 feet and a chord bearing of S87°43'47"W; thence Westerly along the arc of said curve through a central angle of 06°33'52" for a distance of 19.71 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 42.00 feet and a chord bearing of S59°16'30"W; thence Southwesterly along the arc of said curve through a central angle of 50°20'42" for a distance of 36.90 feet to the point of compound curvature of a curve concave Easterly having a radius of 72.00 feet and a chord bearing of S14°40'48"W; thence Southerly along the arc of said curve through a central angle of 38°50'41" for a distance of 48.81 feet to the point of tangency; S04°44'32"E, 80.69 feet to the point of curvature of a curve concave Easterly having a radius of 1074.00 feet and a chord bearing of S13°57'19"E; thence Southerly along the arc of said curve through a central angle of 18°25'33" for a distance of 345.39 feet to the point of tangency; S23°10'05"E, 10.00 feet to the Southeast corner of said plat of ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2B; thence departing said Easterly line run N66°49'55"E, 10.00 feet; thence N23°10'05"W, 10.00 feet to the point of curvature of a curve concave Easterly having a radius of 1064.00 feet and a chord bearing of N13°57'19"W; thence Northerly along the arc of said curve through a central angle of 18°25'33" for a distance of 342.17 feet to a nontangent line; thence N84°14'26"E, 88.14 feet; thence S74°26'09"E, 115.00 feet; thence S15°33'51"W, 5.96 feet; thence S74°26'09"E, 70.00 feet; thence N15°33'51"E, 31.09 feet; thence S74°26'09"E, 120.00 feet; thence S15°33'51"W, 66.95 feet; thence S10°36'04"E, 18.18 feet; thence S23°10'05"E, 635.96 feet; thence N89°51'04"E, 244.89 feet; thence N14°02'52"W, 556.86 feet; thence N75°57'08"E, 181.50 feet; thence S14°02'52"E, 27.60 feet; thence N89°51'04"E, 135.47 feet; thence S14°02'52"E, 574.17 feet; thence N89°51'04"E, 169.17 feet; thence N00°08'56"W, 557.36 feet; thence N89°51'04"E, 126.51 feet; thence N00°08'56"W, 110.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet and a chord bearing of N09°53'04"W; thence Northwesterly along the arc of said curve through a central angle of 19°28'16" for a distance of 5.10 feet to a non-tangent line; thence N89°51'04"E, 271.86 feet to the point of curvature of a curve concave Southwesterly having a radius of 5.00 feet and a chord bearing of \$45°08'56"E; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 7.85 feet to the point of tangency; thence S00°08'56"E, 92.25 feet; thence N89°51'04"E, 179.00 feet; thence S00°08'56"E, 96.75 feet; thence N89°51'04"E, 362.00 feet; thence N00°08'56"W, 96.75 feet; thence N89°51'04"E, 161.00 feet; thence S00°08'56"E, 18.56 feet; thence N89°51'04"E, 71.69 feet; thence N88°52'51"E, 88.45 feet; thence N79°15'50"E, 94.74 feet; thence N75°50'44"E, 149.73 feet; thence N23°44'01"W, 53.46 feet to the point of curvature of a curve concave Easterly having a radius of 1000.00 feet and a chord bearing of N22°20'22"W; thence Northwesterly along the arc of said curve through a central angle of 02°47'19" for a distance of 48.67 feet to a nontangent line; thence N69°03'17"E, 50.00 feet to non-tangent curve concave Easterly having a radius of 950.00 feet and a chord bearing of S22°07'08"E; thence Southeasterly along the arc of said curve through a central angle of 02°20'51" for a distance of 38.92 feet to a non-tangent line; thence N67°11'32"E, 148.07 feet; thence N82°51'28"E, 1057.74 feet to the Westerly limited access right-of-way line of State Road Number 417, as described in Official Records Book 4307, Page 2300, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Westerly limited access right-of-way line: N25°12'52"W, 343.01 feet; S64°47'08"W, 150.00 feet; N25°12'52"W, 200.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 6029.58 feet and a chord bearing of N22°35'26"W; thence Northwesterly along the arc of said curve through a central angle of 05°14'53" for a distance of 552.28 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 100.637 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Riverwalk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District") whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit: those components of the Riverwalk Phase 1C project as recorded on the plat of Everbe Phase 1C in Plat Book 113, Pages 99 through 118, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, wastewater lift station, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

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

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

[signature contained on following page]

F:\Proj2021\21666\ENGadmin\Acquisitions\Riverwalk Ph1C\ep053 RW Ph1C (UTIL) Bill of Sale (phc).docx

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 11th day of November , 2023.

Signed, sealed and delivered in the presence of:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Witnessed:

Muleia Print Name: Maleia Storum

Print Name: Douglas Edward Hoffman Print Title: Vice President

Print Name: K

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of 🛛 physical presence or \Box online notarization, this <u>IF</u> day of <u>NOVEMBER</u>, 2023, by <u>bouactas horeman</u>, as <u>VICE PRESIDENT</u> of Pulte Home Company, LLC, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



totary Public Signature

HUTENIA RIG-DORA (Name typed, printed or stamped) Notary Public, State of For IPA Commission No. <u>##334450</u> My Commission Expires: <u>11/21/2026</u>

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CERTIFICATE OF DISTRICT ENGINEER RELATING TO ACQUISITION OF INFRASTRUCTURE

October 25, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

> DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, PE, Executive Vice President

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 25 day of October, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]

(Official Notary Signature & Seal)

Name: LISA E. TONEY Personally Known

CERTIFICATE OF CONSULTING ENGINEER RELATING TO ACQUISITION OF UTILITY INFRASTRUCTURE

October 25, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, PE, Executive Vice President

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this <u>J5</u> day of <u>October</u>, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]

sai tone

(Official Notary Signature & Seal)

Name: Lisa Etoref	
Personally Known	

June 29, 2023

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

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

Dear Sir or Madam,

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

Sincerely,

BEACHLINE NORTH RESIDENTIAL, LLC

By: Douglas Edward Hoffman Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:

Chairperson Riverwalk Community Development District

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

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

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

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

BILL OF SALE

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

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

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

[signature contained on following page]

F:\Proj2021\21666\ENGadmin\Acquisitions\Econ Segment E2 Ph1\ep029 Econ E2 Ph1 Bill of Sale.docx

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 29^{M} day of 50^{M} , 2023.

Signed, sealed and delivered in the presence of:

BEACHLINE NORTH RESIDENTIAL, LLC, a Florida limited liability company

Witnessed:

Print Name: Douglas Edward Hoffman Print Title: Vice President

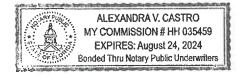
Print Name: Kimberly Clayton

Print Name: MILandra V Castro

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of Δ physical presence or \Box online notarization, this <u>19</u>th day of <u>JUne</u>, 2023, by <u>Dwg(as Hoffman</u>, as <u>10</u> <u>President</u> of Beachline North Residential, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Notary Public Signature

Alexandra V Casevo (Name typed, printed or stamped) Notary Public, State of Flovidg Commission No. HHO35459 My Commission Expires: 08/24/24

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

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

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

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

Riverwalk Community Development District

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

Riverwalk Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located at 219 East Livingston Street, Orlando, Florida 32801, Seller, for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by Orange County, a charter county and political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, mains, fittings, valves, hydrants, manholes, and attendant improvements and appurtenances which comprise the water, wastewater, and reclaimed water system installed and/or constructed by Seller and located on the County easements or rights-of-way as shown on the record drawings, more specifically described as follows:

PROJECT: Econlockhatchee Trail Segment E2 Phases 1 and 2A, Permit No. 21-U-148 Exhibit "A" Legal Description Attached

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

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

IN WITNESS WHEREOF, Seller has executed this Agreement at 4111 Vinclan Rd. o. lade FL 32, 511 Florida on , 2023.

SIGNED, SEALED AND DELIVERED

By:

Seller Signature

Chr3tapher Wren 10/4/2023 Print Seller Name and Date

<u>Chairperson</u>, Board of Supervisors Print Title

COUNTY OF Orange

IN THE PRESENCE OF:

Notary Signature

Justin Le e Grayer 10/4/2023

Print Notary Name and Date



JUSTIN LEE GRAUER Notary Public State of Florida Comm# HH412522 Expires 6/19/2027

The foregoing instrument was acknowledged before me by means of [, 20 physical presence or] online notarization, this $\underline{44}$ day of $\underline{0}$ clober, 20 as by Chris Wrenn, of Riverwalk Community Development District, a a local unit of special purpose government, on behalf of the District, who is [, 20 physical purpose produced] personally known to me or [, 20 physical purpose produced] has

EXHIBIT "A"

Legal Description regarding Econlockhatchee Trail Segment E2 Phase 1 project.as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida:

That part of Section 19, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 19; thence S89°51'04"W along the South line of the Northeast 1/4 of said Section 19 for a distance of 608.42 feet to the West line of LEE VISTA SOUARE. according to the plat thereof, as recorded in Plat Book 58, Pages 1 through 11, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said South line run the following courses and distances along said West line: N00°08'52"W, 16.49 feet to the point of curvature of a curve concave Westerly having a radius of 825.00 feet and a chord bearing of N10°18'45"W; thence Northerly along the arc of said curve through a central angle of 20°19'46" for a distance of 292.72 feet to the point of tangency; N20°28'37"W, 432.33 feet to the point of curvature of a curve concave Easterly having a radius of 1125.00 feet and a chord bearing of N10°18'44"W; thence Northerly along the arc of said curve through a central angle of 20°19'46" for a distance of 399.17 feet to the point of tangency; N00°08'52"W, 68.42 feet; thence N02°36'05"E along said West line of LEE VISTA SQUARE and the West line of CROWNTREE TRACT 14 FIRST REPLAT, according to the plat thereof, as recorded in Plat Book 66, Pages 92 and 93, of the Public Records of Orange County, Florida, for a distance of 150.00 feet to a non-tangent curve concave Easterly having a radius of 1870.00 feet and a chord bearing of N04°04'49"E; thence run the following courses and distances along said West line of the plat of CROWNTREE TRACT 14 FIRST REPLAT: Northerly along the arc of said curve through a central angle of 02°54'15" for a distance of 94.79 feet to the point of tangency; N05°31'57"E, 221.58 feet; N50°31'57"E, 42.43 feet to the South right-of-way line of Lee Vista Boulevard, as described in Official Records Book 5713, Page 3273, of the Public Records of Orange County, Florida; thence departing said West line run N84°28'03"W along said South right-of-way line, 200.00 feet to the East line of Tract 13, CROWNTREE TRACTS 13 & 14, according to the plat thereof, as recorded in Plat Book 60, Pages 71 and 72, of the Public Records of Orange County, Florida; thence departing said South right-of-way line run the following courses and distances along said East line of Tract 13: S39°28'03"E, 42.43 feet; S05°31'57"W, 221.58 feet to the point of curvature of a curve concave Easterly having a radius of 2010.00 feet and a chord bearing of S04°04'48"W; thence Southerly along the arc of said curve through a central angle of 02°54'15" for a distance of 101.88 feet to a non-tangent line; thence S01°09'24"E along said East line of Tract 13 and the West line of the West portion of lands described in Official Records Document Number 20210775859, of the Public Records of Orange County, Florida, for a distance of 150.00 feet; thence run the following courses and distances along said West line of the West portion of lands described in Official Records Document Number 20210775859: S00°08'52"E, 75.05 feet to the point of curvature of a curve concave Easterly having a radius of 1255.00 feet and a chord bearing of S10°18'44"E; thence Southerly along the arc of said curve through a central angle of 20°19'46" for a distance of 445.29 feet to the point of tangency; S20°28'37"E, 432.33 feet to the point of curvature of a curve concave Westerly having a radius of 695.00 feet and a chord bearing of \$10°18'45"E; thence Southerly along the arc of said curve through a central angle of 20°19'46" for a distance of 246.60 feet to the point of tangency; S00°08'52"E, 16.49 feet to the aforesaid South line of the Northeast 1/4 of said Section 19; thence departing said West line run N89°51'04"E, 130.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 5.229 acres more or less when calculated in ground dimensions.

Legal Description regarding Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida:

That part of Section 19, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 19; thence S89°51'04"W along the North line of the South 1/2 of said Section 19 for a distance of 610.42 feet to the POINT OF BEGINNING; thence continue S89°51'04"W along said North line, 307.00 feet to the Westerly line of lands described in Official Records Document Number 20210775860, of the Public Records of Orange County, Florida; thence departing said North line run the following courses and distances along said Westerly line: S01°59'00"E, 65.70 feet; S49°18'20"E, 84.45 feet; S30°51'23"E, 84.45 feet; S12°22'44"E, 70.05 feet; S00°11'45"E, 69.81 feet; S00°07'16"E, 59.77 feet; S02°28'59"W, 48.45 feet; S06°10'45"W, 56.79 feet; S09°52'34"W, 52.79 feet; S13°34'23"W, 60.78 feet; S21°09'07"W, 57.55 feet; thence departing said Westerly line run N66°56'51"W, 182.86 feet to a non-tangent curve concave Northwesterly having a radius of 694.00 feet and a chord bearing of S27°19'55"W; thence Southwesterly along the arc of said curve through a central angle of 18°22'30" for a distance of 222.57 feet to the point of compound curvature of a curve concave Northerly having a radius of 5.00 feet and a chord bearing of S82'30'58"W; thence Westerly along the arc of said curve through a central angle of 91°59'36" for a distance of 8.03 feet to the point of tangency; thence N51°29'14"W, 21.48 feet to the point of curvature of a curve concave Southwesterly having a radius of 361.07 feet and a chord bearing of N60°14'36"W; thence Northwesterly along the arc of said curve through a central angle of 17°30'43" for a distance of 110.36 feet to a non-tangent line and the aforesaid Westerly line of lands described in Official Records Document Number 20210775860; thence N15°12'38"E along said Westerly line, 68.34 feet; thence N74°55'27"W along said Westerly line, 59.00 feet; thence S15°12'38"W along said Westerly line, 67.07 feet to a non-tangent curve concave Southerly having a radius of 361.07 feet and a chord bearing of N84°15'41"W; thence departing said Westerly line run Westerly along the arc of said curve through a central angle of 11°46'30" for a distance of 74.20 feet to the point of tangency, thence S89°51'04"W, 51.02 feet; thence S00°08'56"E, 74.00 feet; thence N89°51'04"E, 51.02 feet to the point of curvature of a curve concave Southerly having a radius of 287.07 feet and a chord bearing of S70°49'05"E; thence Easterly along the arc of said curve through a central angle of 38°39'42" for a distance of 193.70 feet to the point of tangency; thence S51°29'14"E, 98.92 feet to a non-tangent curve concave Northwesterly having a radius of 768.00 feet and a chord bearing of N34°52'27"E; thence Northeasterly along the arc of said curve through a central angle of 15°29'45" for a distance of 207.71 feet to the point of reverse curvature of a curve concave Southerly having a radius of 15.00 feet and a chord bearing of N70°05'22"E; thence Easterly along the arc of said curve through a central angle of 85°55'35" for a distance of 22.50 feet to the point of tangency; thence S66°56'51"E, 114.12 feet to the point of curvature of a curve concave Westerly having a radius of 15.00 feet and a chord bearing of S20°20'59"E; thence Southerly along the arc of said curve through a central angle of 93°11'45" for a distance of 24.40 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 1062.00 feet and a chord bearing of S34°42'57"W; thence Southwesterly along the arc of said curve through a central angle of 16°56'07" for a distance of 313.90 feet to the point of tangency; thence S43°11'01"W, 161.35 feet; thence S46°48'59"E, 138.00 feet; thence N43°11'01"E, 161.35 feet to the point of curvature of a curve concave Northwesterly having a radius of 1200.00 feet and a chord bearing of N34°36'02"E; thence Northeasterly along the arc of said curve through a central angle of 17°09'57" for a distance of 359.52 feet to the point of reverse curvature of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of N69°32'06"E; thence Easterly

along the arc of said curve through a central angle of 87°02'05" for a distance of 37.98 feet to a non—tangent line; thence N22°44'42"E, 85.00 feet to a non—tangent curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of N23°37'25"W; thence Northwesterly along the arc of said curve through a central angle of 86°38'52" for a distance of 37.81 feet to the point of reverse curvature of a curve concave Westerly having a radius of 1200.00 feet and a chord bearing of N09°46'34"E; thence Northerly along the arc of said curve through a central angle of 19°50'53" for a distance of 415.70 feet to the point of tangency; thence N00°08'52"W, 309.49 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 6.721 acres more or less when calculated in ground dimensions.

CERTIFICATE OF DISTRICT ENGINEER RELATING TO ACQUISITION OF INFRASTRUCTURE

June 29, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC.

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

STATE OF FLORIDA COUNTY OF ORANGE

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



[notary seal]

(Official Notary Signature & Seal)

LISA Etancy Name: Personally Known

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

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

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

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

CERTIFICATE OF CONSULTING ENGINEER RELATING TO ACQUISITION OF UTILITY INFRASTRUCTURE

June 29, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

DONALD W_MCINTOSH ASSOCIATES, INC. By: John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA COUNTY OF ORANGE

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



Ausa Etoner

(Official Notary Signature & Seal)

	LISAFT	reil
Name:		
Personally	Known 🖌	N .

Exhibit A

Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements

Description of Improvements to be Acquired

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

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

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

June 29, 2023

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

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

Dear Sir or Madam,

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

Sincerely,

BEACHLINE NORTH RESIDENTIAL, LLC

By: Douglas Edward Hoffman Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:

Chairperson Riverwalk Community Development District

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

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

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

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

BILL OF SALE

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

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

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

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this $\frac{1000}{1000}$ day of $\frac{10000}{1000}$, 2023.

Signed, sealed and delivered in the presence of:

BEACHLINE NORTH RESIDENTIAL, LLC,

a Florida limited liability company

Witnessed:

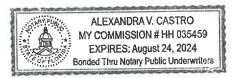
Print Name: Kimberly Clayton

Print Name: Douglas Edward Hoffman Print Title: Vice President

Print Name: MLKONAG

STATE OF FLORIDA COUNTY OF ORANGE

(NOTARY SEAL)



GLO

Notary Public Signature

V VUnara (Name typed, printed or stamped)

Notary Public, State of Florida Commission No. HHD35459 My Commission Expires:

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

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

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

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

Riverwalk Community Development District

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

Riverwalk Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located at 219 East Livingston Street, Orlando, Florida 32801, Seller, for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by Orange County, a charter county and political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, mains, fittings, valves, hydrants, manholes, and attendant improvements and appurtenances which comprise the water, wastewater, and reclaimed water system installed and/or constructed by Seller and located on the County easements or rights-of-way as shown on the record drawings, more specifically described as follows:

PROJECT: Econlockhatchee Trail Segment E2 Phases 1 and 2A, Permit No. 21-U-148 Exhibit "A" Legal Description Attached

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

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

IN WITNESS WHEREOF, Seller has executed this Agreement at 4111 Vinclan Rd. o. lade FL 32, 511 Florida on , 2023.

SIGNED, SEALED AND DELIVERED

By:

Seller Signature

Chr3tapher Wren 10/4/2023 Print Seller Name and Date

<u>Chairperson</u>, Board of Supervisors Print Title

COUNTY OF Orange

IN THE PRESENCE OF:

Notary Signature

Justin Le e Grayer 10/4/2023

Print Notary Name and Date



JUSTIN LEE GRAUER Notary Public State of Florida Comm# HH412522 Expires 6/19/2027

The foregoing instrument was acknowledged before me by means of [, 20 physical presence or] online notarization, this $\underline{44}$ day of $\underline{0}$ clober, 20 as by Chris Wrenn, of Riverwalk Community Development District, a a local unit of special purpose government, on behalf of the District, who is [, 20 physical purpose produced] personally known to me or [, 20 physical purpose produced] has

EXHIBIT "A"

Legal Description regarding Econlockhatchee Trail Segment E2 Phase 1 project.as recorded on the plat thereof in Plat Book 108, Page 122, of the Public Records of Orange County, Florida:

That part of Section 19, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 19; thence S89°51'04"W along the South line of the Northeast 1/4 of said Section 19 for a distance of 608.42 feet to the West line of LEE VISTA SOUARE. according to the plat thereof, as recorded in Plat Book 58, Pages 1 through 11, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence departing said South line run the following courses and distances along said West line: N00°08'52"W, 16.49 feet to the point of curvature of a curve concave Westerly having a radius of 825.00 feet and a chord bearing of N10°18'45"W; thence Northerly along the arc of said curve through a central angle of 20°19'46" for a distance of 292.72 feet to the point of tangency; N20°28'37"W, 432.33 feet to the point of curvature of a curve concave Easterly having a radius of 1125.00 feet and a chord bearing of N10°18'44"W; thence Northerly along the arc of said curve through a central angle of 20°19'46" for a distance of 399.17 feet to the point of tangency; N00°08'52"W, 68.42 feet; thence N02°36'05"E along said West line of LEE VISTA SQUARE and the West line of CROWNTREE TRACT 14 FIRST REPLAT, according to the plat thereof, as recorded in Plat Book 66, Pages 92 and 93, of the Public Records of Orange County, Florida, for a distance of 150.00 feet to a non-tangent curve concave Easterly having a radius of 1870.00 feet and a chord bearing of N04°04'49"E; thence run the following courses and distances along said West line of the plat of CROWNTREE TRACT 14 FIRST REPLAT: Northerly along the arc of said curve through a central angle of 02°54'15" for a distance of 94.79 feet to the point of tangency; N05°31'57"E, 221.58 feet; N50°31'57"E, 42.43 feet to the South right-of-way line of Lee Vista Boulevard, as described in Official Records Book 5713, Page 3273, of the Public Records of Orange County, Florida; thence departing said West line run N84°28'03"W along said South right-of-way line, 200.00 feet to the East line of Tract 13, CROWNTREE TRACTS 13 & 14, according to the plat thereof, as recorded in Plat Book 60, Pages 71 and 72, of the Public Records of Orange County, Florida; thence departing said South right-of-way line run the following courses and distances along said East line of Tract 13: S39°28'03"E, 42.43 feet; S05°31'57"W, 221.58 feet to the point of curvature of a curve concave Easterly having a radius of 2010.00 feet and a chord bearing of S04°04'48"W; thence Southerly along the arc of said curve through a central angle of 02°54'15" for a distance of 101.88 feet to a non-tangent line; thence S01°09'24"E along said East line of Tract 13 and the West line of the West portion of lands described in Official Records Document Number 20210775859, of the Public Records of Orange County, Florida, for a distance of 150.00 feet; thence run the following courses and distances along said West line of the West portion of lands described in Official Records Document Number 20210775859: S00°08'52"E, 75.05 feet to the point of curvature of a curve concave Easterly having a radius of 1255.00 feet and a chord bearing of S10°18'44"E; thence Southerly along the arc of said curve through a central angle of 20°19'46" for a distance of 445.29 feet to the point of tangency; S20°28'37"E, 432.33 feet to the point of curvature of a curve concave Westerly having a radius of 695.00 feet and a chord bearing of \$10°18'45"E; thence Southerly along the arc of said curve through a central angle of 20°19'46" for a distance of 246.60 feet to the point of tangency; S00°08'52"E, 16.49 feet to the aforesaid South line of the Northeast 1/4 of said Section 19; thence departing said West line run N89°51'04"E, 130.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 5.229 acres more or less when calculated in ground dimensions.

Legal Description regarding Econlockhatchee Trail Segment E2 Phase 2A project as recorded on the plat thereof in Plat Book 110, Page 42, of the Public Records of Orange County, Florida:

That part of Section 19, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 19; thence S89°51'04"W along the North line of the South 1/2 of said Section 19 for a distance of 610.42 feet to the POINT OF BEGINNING; thence continue S89°51'04"W along said North line, 307.00 feet to the Westerly line of lands described in Official Records Document Number 20210775860, of the Public Records of Orange County, Florida; thence departing said North line run the following courses and distances along said Westerly line: S01°59'00"E, 65.70 feet; S49°18'20"E, 84.45 feet; S30°51'23"E, 84.45 feet; S12°22'44"E, 70.05 feet; S00°11'45"E, 69.81 feet; S00°07'16"E, 59.77 feet; S02°28'59"W, 48.45 feet; S06°10'45"W, 56.79 feet; S09°52'34"W, 52.79 feet; S13°34'23"W, 60.78 feet; S21°09'07"W, 57.55 feet; thence departing said Westerly line run N66°56'51"W, 182.86 feet to a non-tangent curve concave Northwesterly having a radius of 694.00 feet and a chord bearing of S27°19'55"W; thence Southwesterly along the arc of said curve through a central angle of 18°22'30" for a distance of 222.57 feet to the point of compound curvature of a curve concave Northerly having a radius of 5.00 feet and a chord bearing of S82'30'58"W; thence Westerly along the arc of said curve through a central angle of 91°59'36" for a distance of 8.03 feet to the point of tangency; thence N51°29'14"W, 21.48 feet to the point of curvature of a curve concave Southwesterly having a radius of 361.07 feet and a chord bearing of N60°14'36"W; thence Northwesterly along the arc of said curve through a central angle of 17°30'43" for a distance of 110.36 feet to a non-tangent line and the aforesaid Westerly line of lands described in Official Records Document Number 20210775860; thence N15°12'38"E along said Westerly line, 68.34 feet; thence N74°55'27"W along said Westerly line, 59.00 feet; thence S15°12'38"W along said Westerly line, 67.07 feet to a non-tangent curve concave Southerly having a radius of 361.07 feet and a chord bearing of N84°15'41"W; thence departing said Westerly line run Westerly along the arc of said curve through a central angle of 11°46'30" for a distance of 74.20 feet to the point of tangency, thence S89°51'04"W, 51.02 feet; thence S00°08'56"E, 74.00 feet; thence N89°51'04"E, 51.02 feet to the point of curvature of a curve concave Southerly having a radius of 287.07 feet and a chord bearing of S70°49'05"E; thence Easterly along the arc of said curve through a central angle of 38°39'42" for a distance of 193.70 feet to the point of tangency; thence S51°29'14"E, 98.92 feet to a non-tangent curve concave Northwesterly having a radius of 768.00 feet and a chord bearing of N34°52'27"E; thence Northeasterly along the arc of said curve through a central angle of 15°29'45" for a distance of 207.71 feet to the point of reverse curvature of a curve concave Southerly having a radius of 15.00 feet and a chord bearing of N70°05'22"E; thence Easterly along the arc of said curve through a central angle of 85°55'35" for a distance of 22.50 feet to the point of tangency; thence S66°56'51"E, 114.12 feet to the point of curvature of a curve concave Westerly having a radius of 15.00 feet and a chord bearing of S20°20'59"E; thence Southerly along the arc of said curve through a central angle of 93°11'45" for a distance of 24.40 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 1062.00 feet and a chord bearing of S34°42'57"W; thence Southwesterly along the arc of said curve through a central angle of 16°56'07" for a distance of 313.90 feet to the point of tangency; thence S43°11'01"W, 161.35 feet; thence S46°48'59"E, 138.00 feet; thence N43°11'01"E, 161.35 feet to the point of curvature of a curve concave Northwesterly having a radius of 1200.00 feet and a chord bearing of N34°36'02"E; thence Northeasterly along the arc of said curve through a central angle of 17°09'57" for a distance of 359.52 feet to the point of reverse curvature of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of N69°32'06"E; thence Easterly

along the arc of said curve through a central angle of 87°02'05" for a distance of 37.98 feet to a non—tangent line; thence N22°44'42"E, 85.00 feet to a non—tangent curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of N23°37'25"W; thence Northwesterly along the arc of said curve through a central angle of 86°38'52" for a distance of 37.81 feet to the point of reverse curvature of a curve concave Westerly having a radius of 1200.00 feet and a chord bearing of N09°46'34"E; thence Northerly along the arc of said curve through a central angle of 19°50'53" for a distance of 415.70 feet to the point of tangency; thence N00°08'52"W, 309.49 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 6.721 acres more or less when calculated in ground dimensions.

CERTIFICATE OF DISTRICT ENGINEER RELATING TO ACQUISITION OF INFRASTRUCTURE

June 29, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 10 day of 300, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



notary seal]

(Official Notary Signature & Seal)

LISAE. Toney Name: Personally Known

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

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

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

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

CERTIFICATE OF CONSULTING ENGINEER RELATING TO ACQUISITION OF UTILITY INFRASTRUCTURE

June 29, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, P.E., Sr. Vice President

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 10^m day of 301, 2023, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



(Official Notary Signature & Seal)

USAE' toney Name: Personally Known

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements

Description of Improvements to be Acquired

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

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

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

November 2, 2023

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

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

Dear Sir or Madam,

We are writing to request that the Riverwalk Community Development District ("District") acquire from Beachline North Residential, LLC ("Developer") the public infrastructure improvements and/or work product set forth in Exhibit A, which is attached hereto. Developer created the improvements and/or work product consistent with the District's *Engineer's Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of \$1,235,713.21, representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

Sincerely,

BEACHLINE NORTH RESIDENTIAL, LLC

By: Douglas Edward Hoffman Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:

Chairperson Riverwalk Community Development District

Exhibit A

Econlockhatchee Trail Segment E2 Phase 2B Utility Improvements

Description of Improvements to be Acquired

Those components of the Econlockhatchee Trail Segment E2 Phase 2B project as recorded on the plat thereof in Plat Book 112, Pages 79-83, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

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

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost	
Sanitary Sewer	Blue Ox	\$580,626.48	\$0.00	\$580,626.48	
Water System	Blue Ox	\$433,044.17	\$0.00	\$433,044.17	
Reclaimed Water	Blue Ox	\$356,885.15	\$2,458.88	\$359,344.03	
SUBTOTAL				\$1,373,014.68	
Less 10% Retainage				\$137,301.47	
TOTAL ACQUISITION PRICE				\$1,235,713.21	

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Beachline North Residential**, **LLC**, a Florida limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("**Seller**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Riverwalk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**") whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit: those components of the Econlockhatchee Trail Segment E2 Phase 2B project as recorded on the plat thereof in Plat Book 112, Page 79, of the Public Records of Orange County, Florida, and within the attendant access and utility easements, specifically consisting of wastewater pipes, potable water mains, reuse water mains, manholes, and attendant fittings, improvements and appurtenances constructed in connection therewith.

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

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

[signature contained on following page]

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IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this <u>hovember</u>, 2023.

Signed, sealed and delivered in the presence of:

BEACHLINE NORTH RESIDENTIAL, LLC, a Florida limited liability company

Witnessed:

Mailer Heum Print Name: Mallia Storum

24

Print Name: Douglas Edward Hoffman Print Title: Vice President

Print Name: K-mberly

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this $\square\square$ day of <u>NOVEMBER</u>, 2023, by <u>boucuss HORMAN</u>, as <u>WE RESIDENT</u> of **Beachline North Residential**, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



stary Public Signature

<u>ALCONIA ROS-DORIA</u> (Name typed, printed or stamped) Notary Public, State of <u>FOR DA</u> Commission No. <u>MH334USD</u> My Commission Expires: <u>11 12022</u>

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Riverwalk Community Development District

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

Riverwalk Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located at 219 East Livingston Street, Orlando, Florida 32801, Seller, for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by Orange County, a charter county and political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, mains, fittings, valves, hydrants, manholes, and attendant improvements and appurtenances which comprise the water, wastewater, and reclaimed water system installed and/or constructed by Seller and located on the County easements or rights-of-way as shown on the record drawings, more specifically described as follows:

PROJECT: Econlockhatchee Trail Segment E2 Phase 2B, Permit No. 22-U-095 Exhibit "A" Legal Description Attached Buyer shall have all rights and title to the goods in itself and its assigns.

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

IN WITNESS	WHEREOF,	Seller has	executed this Agreement, 2023.	nt at 4901	Vad mort.	Delando,	FL]	32%	1
Florida on	November	30	, 2023.			,			

SIGNED, SEALED AND DELIVERED

By: Seller Signature

Print Seller Name and Date

Chairperson, Board of Supervisors Print Title

COUNTY OF Orange

IN THE PRESENCE OF:

Notary Signature

Kimbarly Clayton 11/20/23 Print Notary Name and Date

KIMBERLY CLAYTON Notary Public-State of Florida Commission # HH 200683 My Commission Expires November 21, 2025

The foregoing instrument was acknowledged before me by means of $[\]$ physical presence or $[\]$ online notarization, this 3^{3} day of 4^{3} day of 4^{3} day of 2^{3} by Chris Wrenn, of Riverwalk Community Development District, a a local unit of special purpose government, on behalf of the District, who is $[\]$ personally known to me or $[\]$ has produced proceeding to the proceeding to the produced proceeding t

EXHIBIT "A"

Legal Description regarding Econlockhatchee Trail Segment E2 Phase 2B project as recorded on the plat thereof in Plat Book 112, Page 79, of the Public Records of Orange County, Florida:

That part of Tract FD-5, EVERBE PHASE 1A, according to the plat thereof, as recorded in Plat Book 110, Pages 137 through 157, of the Public Records of Orange County, Florida, and that part of Sections 19 and 30, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southernmost corner of ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A, according to the plat thereof, as recorded in Plat Book 110, Pages 42 through 44, of the Public Records of Orange County, Florida; thence N46°48'59"W along the Southerly line of said plat of ECONLOCKHATCHEE TRAIL SEGMENT E2 PHASE 2A for a distance of 138.00 feet; thence departing said Southerly line run S43°11'01"W, 437.61 feet to the point of curvature of a curve concave Southeasterly having a radius of 1212.00 feet and a chord bearing of S34°17'57"W; thence Southwesterly along the arc of said curve through a central angle of 17°46'06" for a distance of 375.86 feet to the point of compound curvature of a curve concave Easterly having a radius of 562.00 feet and a chord bearing of S17°53'52"W; thence Southerly along the arc of said curve through a central angle of 15°02'04" for a distance of 147.47 feet to the point of tangency; thence S10°22'50"W, 71.73 feet to the point of curvature of a curve concave Northwesterly having a radius of 60.00 feet and a chord bearing of S48°53'25"W; thence Southwesterly along the arc of said curve through a central angle of 77°01'10" for a distance of 80.65 feet to the point of compound curvature of a curve concave Northerly having a radius of 760.00 feet and a chord bearing of S88°37'35"W; thence Westerly along the arc of said curve through a central angle of 02°27'10" for a distance of 32.53 feet to a non-tangent line; thence S00°54'04"E, 16.00 feet to a nontangent curve concave Northerly having a radius of 776.00 feet and a chord bearing of N87°43'53"W; thence Westerly along the arc of said curve through a central angle of 04°51'45" for a distance of 65.86 feet to a non-tangent line; thence S04°29'21"W, 101.79 feet; thence N82°05'58"W, 54.79 feet to the point of curvature of a curve concave Northerly having a radius of 619.00 feet and a chord bearing of N79°40'38"W; thence Westerly along the arc of said curve through a central angle of 04°50'41" for a distance of 52.34 feet to a non-tangent line; thence S12°44'43"W, 32.54 feet to a non-tangent curve concave Easterly having a radius of 75.00 feet and a chord bearing of S15°47'17"W; thence Southerly along the arc of said curve through a central angle of 59°39'56" for a distance of 78.10 feet to the point of tangency; thence S14°02'41"E, 297.48 feet to the point of curvature of a curve concave Northeasterly having a radius of 75.00 feet and a chord bearing of S44°40'21"E; thence Southeasterly along the arc of said curve through a central angle of 61°15'21" for a distance of 80.18 feet to the point of tangency; thence S75°18'02"E, 41.10 feet to the point of curvature of a curve concave Northerly having a radius of 75.00 feet and a chord bearing of N89°26'09"E; thence Easterly along the arc of said curve through a central angle of 30°31'38" for a distance of 39.96 feet to the point of tangency; thence N74°10'20"E, 61.34 feet to a non-tangent curve concave Easterly having a radius of 1701.00 feet and a chord bearing of \$19°29'52"E; thence Southerly along the arc of said curve through a central angle of 07°20'25" for a distance of 217.92 feet to the point of tangency; thence S23°10'05"E, 3.00 feet; thence N66°49'55"E, 138.00 feet; thence N23°10'05"W, 10.00 feet to the point of curvature of a curve concave Easterly having a radius of 1074.00 feet and a chord bearing of N13°57'19"W; thence Northerly along the arc of said curve through a central angle of 18°25'33" for a distance of 345.39 feet to the point of tangency; thence N04°44'32"W, 80.69 feet to the point of curvature of a curve concave Easterly having a radius of 72.00 feet and a chord bearing of N14°40'48"E; thence Northerly along the arc of said curve through a central angle of 38°50'41" for a distance of 48.81 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 42.00 feet and a chord bearing of N59°16'30"E; thence Northeasterly along the arc of said curve through a central angle of 50°20'42" for a distance of 36.90 feet to the point of compound curvature of a curve concave Southerly having a radius of 172.00 feet and a chord bearing of N87°43'47"E; thence Easterly along the arc of said curve through a central angle of 06°33'52" for a distance of 19.71 feet to a non-tangent line; thence N01°00'43"E, 9.00 feet to a non-tangent curve concave Southerly having a radius of 181.00 feet and a chord bearing of S83°37'08"E; thence Easterly

along the arc of said curve through a central angle of 10°44'18" for a distance of 33.92 feet to the point of tangency; thence S78°14'59"E, 157.46 feet; thence N15°33'51"E, 62.14 feet; thence N74°26'09"W, 187.23 feet to the point of curvature of a curve concave Northerly having a radius of 51.00 feet and a chord bearing of N71°19'47"W; thence Westerly along the arc of said curve through a central angle of 06°12'44" for a distance of 5.53 feet to a non-tangent line; thence N21°46'35"E, 14.00 feet to a nontangent curve concave Northeasterly having a radius of 37.00 feet and a chord bearing of N44°02'28"W; thence Northwesterly along the arc of said curve through a central angle of 48°21'53" for a distance of 31.23 feet to the Southerly prolongation of the Westerly line of Tract S-1, according to the aforesaid plat of EVERBE PHASE 1A, and the point of compound curvature of a curve concave Easterly having a radius of 272.00 feet and a chord bearing of N00°07'22"W; thence run the following courses and distances along said Southerly prolongation and said Westerly line of Tract S-1: Northerly along the arc of said curve through a central angle of 39°28'19" for a distance of 187.39 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 1074.00 feet and a chord bearing of N31°23'54"E; thence Northeasterly along the arc of said curve through a central angle of 23°34'13" for a distance of 441.82 feet to the point of tangency; N43°11'01"E, 437.61 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 8.492 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.

CERTIFICATE OF DISTRICT ENGINEER RELATING TO ACQUISITION OF INFRASTRUCTURE

October 25, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC.

the By: John Townsend, PE, Executive Vice President

STATE OF FLORIDA COUNTY OF ORANGE

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



[notary seal]

(Official Notary Signature & Seal)

Name: Lisa E toney Personally Known

CERTIFICATE OF CONSULTING ENGINEER RELATING TO ACQUISITION OF UTILITY INFRASTRUCTURE

October 25, 2023

Board of Supervisors Riverwalk Community Development District

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

Ladies and Gentlemen:

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC.

By: John Townsend, PE, Executive Vice President

STATE OF FLORIDA COUNTY OF ORANGE

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



[notary seal]

Husse Etoney

(Official Notary Signature & Seal)

Name:	LisaEtoney	
Personall	y Known	

February 23, 2024

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

RE: Acquisition of Roads and Storm Infrastructure Riverwalk Phase 1C

Dear Sir or Madam,

We are writing to request that the Riverwalk Community Development District ("**District**") acquire from Pulte Home Company, LLC ("**Developer**") the public infrastructure improvements and/or work product set forth in **Exhibit A**, which is attached hereto. Developer created the improvements and/or work product consistent with the District's *Engineer's Report for Capital Improvement Program*, dated January 17, 2023, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District, pursuant to the terms of the Acquisition Agreement between the District and the Developer, in exchange for the payment of \$3,373,119.71, representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer from the proceeds of a future issuance of bonds, once available. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**, and the Developer may request the remaining amounts from the District upon proof of payment.

Sincerely,

PULTE HOME COMPANY, LLC

By: Douglas Edward Hoffman Its: Vice President

ACKNOWLEDGED AND AGREED TO BY:

Chairperson Riverwalk Community Development District

Exhibit A

Riverwalk Phase 1C Roads and Storm Improvements

Description of Improvements to be Acquired

Those components of the Riverwalk Phase 1C project as recorded on the plat of Everbe Phase 1C in Plat Book 113, Pages 99-118, of the Public Records of Orange County, Florida, and within the attendant access easements, specifically consisting of storm pipes, inlets, manholes, asphalt roadways, concrete sidewalks, curb and gutter, ramps, signs and pavement markings improvements and appurtenances constructed in connection therewith.

RIVERWALK CDD ROADS AND STORM ACQUISITION COSTS RIVERWALK PHASE 1C

Improvement Description	Contractor	Costs Paid	Remaining Costs	Total Cost	
Storm Sewer	Blue Ox	\$1,877,775.51	\$0.00	\$1,877,775.51	
Roads	Blue Ox	\$1,872,275.69	\$19,263.66	\$1,891,539.35	
SUBTOTAL				\$3,769,314.86	
Less 10% Retainage				\$376,931.49	
Less Remaining Costs				\$19,263.66	
TOTAL ACQUISITION PRICE				\$3,373,119.71	

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("**Seller**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Riverwalk Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**") whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit: those components of the Riverwalk Phase 1C project as recorded on the plat of Everbe Phase 1C in Plat Book 113, Pages 99-118, of the Public Records of Orange County, Florida, and within the attendant access easements, specifically consisting of storm pipes, inlets, manholes, asphalt roadways, concrete sidewalks, curb and gutter, ramps, signs and pavement markings improvements and appurtenances constructed in connection therewith.

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

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

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name March day of this 1 2024.

Signed, sealed and delivered in the presence of:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Witnessed.

Print Name: Douglas Edward Hoffman Print Title: Vice President

Print Name: (HKIST) PHEK

Print Name: BERNARD SULLIA.

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of D physical presence fth day of \Box online notarization, this MARCH 2024. bv or of Pulte Home Company, LLC, a Michigan DOUGT HOFFINIAN, as VILE PRESIDENT limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Public Signature

EULRENIA ROS-DOFIA (Name typed, printed or stamped) Notary Public, State of FIORIDA Commission No. HH 334450 My Commission Expires: 11 2 2020

CERTIFICATE OF DISTRICT ENGINEER RELATING TO ACQUISITION OF INFRASTRUCTURE

February 23, 2024

Board of Supervisors Riverwalk Community Development District

Re: Riverwalk Community Development District Acquisition of Roads and Storm Infrastructure Riverwalk Phase 1C

Ladies and Gentlemen:

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

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

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

DONALD W. MCINTOSH ASSOCIATES, INC. By: John Townsend, PE, Executive Vice President

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this <u>DDrd</u> day of <u>February</u>, 2024, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]

(Official Notary Signature & Seal)
Name: ______
Personally Known ______

CERTIFICATE OF CONSULTING ENGINEER RELATING TO ACQUISITION OF ROADS AND STORM INFRASTRUCTURE

February 23, 2024

Board of Supervisors Riverwalk Community Development District

Re: Riverwalk Community Development District Acquisition of Roads and Storm Infrastructure Riverwalk Phase 1C

Ladies and Gentlemen:

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

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

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

DONALD-W. MCINTOSH ASSOCIATES, INC. By: John Townsend, PE, Executive Vice President

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this <u>DDNC</u> day of <u>Februcry</u>, 2024, by John Townsend of Donald W. McIntosh Associates, Inc., on behalf of the company.



[notary seal]

(Official Notary Signature & Seal)

Name: LISA ETONEY
Personally Known

SECTION 5

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (2024 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Riverwalk Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of April 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2024 (collectively, the "Indenture") (except for terms defined herein, all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **1**
- (B) Identify Acquisition Agreement, if applicable: Acquisition Agreement by and between the Riverwalk Community Development District and Pulte Home Company, LLC dated March 20, 2024 (the "Acquisition Agreement").
- (C) Name of Payee: **Pulte Home Company, LLC**
- (D) Amount Payable: The lesser of \$14,394,002.88,¹ which is the total eligible cost of the Master Roadway, Stormwater and Utility Improvements (as defined herein), or \$4,923,852.80, which is the current balance of the Construction Account (as defined herein).
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Acquisition of completed right-of-way, stormwater, water and sanitary sewer master infrastructure improvements in and for the District (the "Master Roadway, Stormwater and Utility Improvements") pursuant to the Acquisition Agreement.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund. (the "Construction Account").

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2024 Project; and

¹ The total costs of the Master Roadway, Stormwater and Utility Improvements, paid as of February 23, 2024, are \$14,394,002.88. Any amounts still owed after payment of this requisition may be paid with proceeds from additional monies released into the Construction Account at a future date and without further authorization from the District's Board of Supervisors, or from a future series of bonds.

4. each disbursement represents a Cost of 2024 Project which has not previously been paid.

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

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

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

RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

By:

Responsible Officer

Date:_____

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2024 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2024 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2024 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2024 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer

SECTION 6

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "Agreement") is entered into by and between the **Riverwalk Community Development District** (the "**District**") on behalf of itself, and its Dissemination Agent as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of the last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of municipal bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at dtsmuni.com, both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee and all Obligated Persons, a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("Portal") for the purposes provided for herein. Utilizing the Portal, DTS will provide annual and quarterly notices of reporting deadlines to each Obligated Person utilizing the Portal prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs. The Portal will also provide electronic links to each Obligated Person that will allow for the District and other Obligated Persons to input all the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "Formatted Information"). DTS warrants that the Portal and the Formatted Information will be fully compliant with the requirements of the CDA and be free from material defects. In the event the Portal or the collection of the Formatted Information fails to operate as represented, or is inoperable, the District shall be entitled to a full refund of any annual fees paid for the fiscal year in which the Portal is utilized by the District. Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one (1) year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable. The Licensor may request additional fees hereunder upon thirty (30) days written notice to Licensee prior to the annual renewal date. prior. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in Exhibit B.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Date: 04-17-24

Riverwalk Community Development District

By:	
Print:_	
Title:_	
Date:_	

#51078956 v5

Disclosure Technology Services, LLC
By: {
Print: Michael Klurman
Title: Vice President

Exhibit A – Fee Schedule

Annual License Fee:

- 1. 2024 Bond Year \$2,500 at Bond Closing to be paid from issuance cost budget.
- 2. Bond Year 2025 and forward, \$2500 per annum per bond series, not to exceed \$5,000 annually.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

PUBLIC RECORDS. DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by DTS, DTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, <u>Government Management Services Central Florida</u>, LLC 219 E. Livingston St, Orlando, FL 32801.

LIMITATIONS ON LIABILITY. Nothing in the 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 or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, DTS represents that no public employer has terminated a contract with DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

CONTROLLING LAW AND VENUE. The Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 7

SECTION C

SECTION 1

OUR MISSION IS TO:

Glen Gilzean Supervisor of Elections Orange County, Florida



Ensure the integrity of the electoral process. Enhance public confidence. Encourage citizen participation.

April 22, 2024

George Flint, District Manager Riverwalk CDD Governmental Management Services 219 East Livingston Street Orlando, FL 32801

To whom it may concern,

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the district as of April 15, 2024. Our research is based on the most recent legal description provided to us by the District Office.

As of April 15, 2024 there are 0 registered voter(s) in the Riverwalk CDD.

A map and list of addresses can be provided upon request. Please contact the Mapping Department at 407-254-6554 with any questions.

Sincerely,

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