

Sunbridge Stewardship District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817

Phone: 407-723-5935

<https://www.sunbridgesd.com>

Notice is hereby given that the Sunbridge Stewardship District will hold a meeting of the Board of Supervisors on **March 7, 2024, at 11:00 a.m. at Base Camp at Sunbridge at 6197 Cyrils Drive, St Cloud, FL 34771**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Lynne Mullins mullinsl@pfm.com or (407) 723-5900. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

Please use the following information to join the telephonic conferencing:

Phone: 1-844-621-3956 **Participant Code:** 2539 187 8943

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the November 29, 2023, Board of Supervisors' Meeting
- 2. Consideration of **Resolution 2024-02, Designating Authorized Signatories for the District's Bank Account(s)**
- 3. Consideration of **Resolution 2024-03, Election of Officers**

Consent Agenda

- *Items included within the consent agenda are generally routine and may be approved en masse by a single motion. Items may be removed from the consent agenda for further discussion upon Board Member request.*
- 4. Ratification of Items relating to Lift Station Weslyn Park – Phase 4-1A
 - a) Warranty Deed
 - b) Affidavit of Compliance with Florida's Conveyances to Foreign Entities Act
 - c) Notice Regarding Florida's Conveyances to Foreign Entities Act
 - d) Bill of Sale
 - e) FIPTA Certificate of Non-Foreign Entity Status
 - f) Seller's Affidavit
 - g) Closing Statement

Business Matters

- 5. Consideration of Water Conservation Program Interlocal Agreement by and Between Tohopekalgia Water Authority and SSD (*provided under separate cover*)



6. Consideration of Landscape Management Agreement Between SSD and Cherrylake, Inc. (Weslyn Park Holistic Landscape Management) (*provided under separate cover*)
7. Consideration of Funding and Access Agreement Between the SSD and Tavistock East III, LLC (*provided under separate cover*)
8. Ratification of Operation and Maintenance Expenditures Paid in October 2024 in an amount totaling \$34,315.76
9. Ratification of Requisitions Nos. S2022-WP-012 Paid in February 2024 in an amount totaling \$2,595.75
10. Review of District's Financial Position and Budget to Actual YTD (*provided under separate cover*)

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
- B. Supervisor Requests

Adjournment



Sunbridge Stewardship District

**Minutes of the November 29, 2023,
Board of Supervisors' Meeting**

MINUTES OF MEETING

**SUNBRIDGE STEWARDSHIP DISTRICT
SPECIAL BOARD OF SUPERVISORS' MEETING
Wednesday, November 29, 2023, at 11:00 a.m.
6197 Cyrils Drive, St Cloud, FL 34771**

Board Members Present:

Rob Adams	Vice Chair
Julie Salvo	Assistant Secretary
Frank Paris	Assistant Secretary
Katia Moraes	Assistant Secretary

Also Present:

Lynne Mullins	PFM	
Jennifer Walden	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Jonathan Johnson	Kutak Rock	(via phone)
DJ Batten	Berman	(via phone)

FIRST ORDER OF BUSINESS

Roll Call to Confirm a Quorum

The meeting was called to order. The Board Members, staff, and public in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Mullins opened the floor for public comments. There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the August 3, 2023, Board of Supervisors' Meeting

The Board reviewed the minutes of the August 3, 2023, Board of Supervisors' Meeting.

On MOTION by Mr. Adams, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved the Minutes of the August 3, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consent Agenda

1. **Non-ROW Conveyance Abutting Cyrils Drive Phase 1**
 - a. **Affidavit of Compliance with Florida's Conveyances to Foreign Entities Act**
 - b. **Notice Regarding Florida's Conveyance to Foreign Entities Act**

- 2. **Sunbridge Lift Station Weslyn Park Phase 4 -1A**
 - a. **Affidavit of Compliance with Florida’s Conveyances to Foreign Entities Act**
 - b. **Notice Regarding Florida’s Conveyance to Foreign Entities Act**

Ms. Mullins stated these items have been approved outside of a meeting by the Chair.

On MOTION by Mr. Adams, seconded by Ms. Moraes, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved items 1 & 2 of the Consent Agenda.

FIFTH ORDER OF BUSINESS

Ratification of FY 2023 Audit Engagement Letter

Ms. Mullins noted this item was signed outside of a meeting by the Chair. She noted the fee is \$8,000.00, which is under the budgeted amount.

On MOTION by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District ratified the FY 2023 Audit Engagement Letter.

SIXTH ORDER OF BUSINESS

FY 2024 Data Sharing and Usage Agreement with Osceola County Property Appraiser

Ms. Mullins stated this is the standard agreement signed yearly stating that exempt and confidential information will not be released.

On MOTION by Mr. Paris, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved the FY 2024 Data Sharing and Usage Agreement with Osceola County Property Appraiser.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Adopting an Amended Budget for FY 2023

Ms. Mullins stated that the District did not go over the overall budget, but did go over some individual line items, and so the District has to adopt an Amended Budget.

On MOTION by Mr. Adams, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved Resolution 2024-01, Adopting an Amended Budget for FY 2023.

EIGHTH ORDER OF BUSINESS

Ratification of Egis Insurance Package for FY 2024

Ms. Mullins stated this item was signed outside of a meeting by the Chair.

On MOTION by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District ratified the FY 2024 Egis Insurance Package.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in August and September 2023 in an amount totaling \$62,152.93

Ms. Mullins confirmed these have been approved and paid.

On MOTION by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District Ratified Operation and Maintenance Expenditures Paid in August and September 2023 in an amount totaling \$62,152.93.

TENTH ORDER OF BUSINESS

Ratification of Requisitions Nos. S2022-WP-011 and S2022-DW-013 Paid in July 2023 in an amount totaling \$1,981.25

On MOTION by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved Requisitions Nos. S2022-WP-011 and S2022-DW-013 Paid in July 2023 in an amount totaling \$1,981.25.

ELEVENTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

Ms. Mullins stated that through September 2023, which is the end of the Fiscal Year. She noted the District used approximately 84% of the Budget.

TWELFTH ORDER OF BUSINESS

Staff Reports

- District Counsel –** No report.
- District Manager –** Ms. Mullins noted the next scheduled Board meeting will be canceled.
- District Engineer –** No report.
- District Landscape –** No report.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Adams, seconded by Ms. Salvo, with all in favor, the November 29, 2023, Meeting of the Board of Supervisors for the Sunbridge Stewardship District was adjourned.

Secretary / Assistant Secretary

Chair / Vice Chair

Sunbridge Stewardship District

**Resolution 2024-02,
Designating Authorized Signatories
for the District's Bank Account(s)**

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Sunbridge Stewardship District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 220, Laws of Florida (the "Act") and Chapter 189, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires now to authorize signatories for the operating bank account(s).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SUNBRIDGE STEWARDSHIP DISTRICT THAT:

Section 1. The Chairperson, Vice-Chairperson, Secretary, Treasurer and Assistant Treasurers are hereby designated as authorized signatories for the operating bank account(s) of the Sunbridge Stewardship District.

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

PASSED AND ADOPTED this 7th Day of March 2024.

Attest:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Sunbridge Stewardship District

**Resolution 2024-03,
Election of Officers**

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sunbridge Stewardship District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 220, Laws of Florida (the “Act”) and Chapter 189, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to Section 5(2) of the Act, the Board of Supervisors (the “Board”), shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT:

Section 1. _____ is elected Chair.

Section 2. _____ is elected Vice Chair.

Section 3. _____ is elected Secretary.

Section 4. _____ is elected Assistant Secretary.
 _____ is elected Assistant Secretary.
 _____ is elected Assistant Secretary.
 _____ is elected Assistant Secretary.
 _____ is elected Assistant Secretary.

Section 4. Jennifer Glasgow _____ is elected Treasurer.

Section 5 Amanda Lane _____ is elected as Assistant Treasurer.
 Rick Montejano _____ is elected as Assistant Treasurer.
 Amy Champagne _____ is elected as Assistant Treasurer.
 Verona Griffith _____ is elected as Assistant Treasurer.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7th DAY OF MARCH 2024.

Attest:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Sunbridge Stewardship District

Items Relating to Lift Station Weslyn Park – Phase 4-1A

**Sunbridge
Stewardship District**

Warranty Deed

This instrument prepared by and return to:

Sara W. Bernard, Esq.
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

Parcel ID Number: 01253155400001LS10

This Warranty Deed has been executed and delivered as a donation and therefore is not subject to documentary stamp taxes. See Department of Revenue Rule 12B-4.014, Florida Administrative Code.

WARRANTY DEED

THIS INDENTURE is made this 15th day of February, 2024 between **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817, hereinafter the "Grantor", and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, hereinafter the "Grantee".

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor; subject to (i) all covenants, easements, restrictions, reverters and other matters of record, if any, now exist but this reference shall not serve to reimpose same; (ii) all applicable zoning and other land use regulations or restrictions; and (iii) taxes and assessments for the year 2024 and subsequent years which are not yet due and payable, and subject to the permitted title exceptions shown on Exhibit "B" attached hereto and incorporated herein (the "**Permitted Title Exceptions**").

IN WITNESS WHEREOF, the Grantor has duly caused the execution of this Warranty Deed as of the date set forth above.

WITNESSES:

GRANTOR:

Signed, sealed and delivered in our presence:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida

Jennifer L. Walden
(Signature of Witness #1)
JENNIFER L. WALDEN
(Printed name of Witness #1)
Address Witness #1:
3501 QUADRANGLE BLVD., SUITE 270
ORLANDO, FL 32817

By: Richard Levey
Name: Richard Levey
Title: Chairman

Amanda Lane
(Signature of Witness #2)
Amanda Lane
(Printed name of Witness #2)
Address Witness #2:
3501 Quadrangle Blvd ste. 270
Orlando, FL 32817

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 12th day of February, 2024, by Richard Levey, as Chairman of SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, on behalf of said district, who is personally known to me, or produced _____ as identification.

Victoria L. Mullins
Notary Public Signature
Print Notary Name: Victoria L Mullins

[AFFIX NOTARY SEAL]

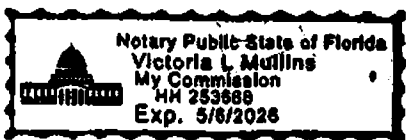


EXHIBIT A

LEGAL DESCRIPTION

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

EXHIBIT B

PERMITTED EXCEPTIONS

1. Easement Agreement in favor of East Central Florida Services, Inc., a Florida corporation, recorded January 18, 1994, in Official Records Book 1167, Page 697, as affected by that certain Quit-Claim Deed of "fixtures" in favor of East Central Florida Services, Inc. recorded January 18, 1994, in Official Records Book 1167, Page 715, both in the Public Records of Osceola County, Florida.
2. Notice of Creation and Establishment of the Sunbridge Stewardship District recorded July 5, 2017 in Official Records Book 5173, Page 2300, in the Public Records of Osceola County, Florida.
3. Agreement for Cyrils Drive by and between Osceola County, a political subdivision of the State of Florida, and Tavistock East Services, LLC, a Florida limited liability company, as joined in and consented to by Central Florida Property Holdings 700, LLC, a Florida limited liability company, Central Florida Property Holdings 600, LLC, a Florida limited liability company, Suburban Land Reserve, Inc., a Utah corporation, Central Florida Property Holdings 500, LLC, a Florida limited liability company, Central Florida Property Holdings 300, LLC, a Florida limited liability company, Tavistock East I, LLC, a Florida limited liability company, Tavistock East II, LLC, a Florida limited liability company, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, recorded November 5, 2020 in Official Records Book 5827, Page 2213, as amended by that certain First Amendment to Agreement for Cyrils Drive recorded October 11, 2021 in Official Records Book 6062, Page 1476, and as further amended by that certain Second Amendment to Agreement for Cyrils Drive recorded July 20, 2023 in Official Records Book 6443, Page 1418, and as affected by that certain Cyrils Drive at Zuni Road Intersection Improvements Agreement recorded May 17, 2023 in Official Records Book 6408. Page 2906, all in the Public Records of Osceola County, Florida.
4. Right of Way Utilization Interlocal Agreement for Landscape, Hardscape, Specialty Street Signs and Irrigation by and between Osceola County, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, recorded March 17, 2021 in Official Records Book 5914, Page 374, in the Public Records of Osceola County, Florida.
5. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in Master Declaration of Covenants, Conditions, Restrictions and Easements for Weslyn Park recorded September 10, 2021 in Official Records Book 6040, Page 1561, in the Public Records of Osceola County, Florida, including, but not limited to one or more of the following: provisions for private charges or assessments; liens for liquidated damages; and/or option, right of first refusal or prior approval of a future purchaser or occupant.
6. Sunbridge Development Agreement by and between Central Florida Property Holdings 300, LLC, a Florida limited liability company, Central Florida Property Holdings 300, LLC, a Florida limited liability company, Central Florida Property Holdings 400, LLC, a Florida limited liability company, Central Florida Property Holdings 500, LLC, a Florida limited liability company, Central Florida Property Holdings 600, LLC, a Florida limited liability

company, Central Florida Property Holdings 700, LLC, a Florida limited liability company, Central Florida Property Holdings 800, LLC, a Florida limited liability company, Central Florida Property Holdings 900, LLC, a Florida limited liability company, Central Florida Property Holdings 1000, LLC, a Florida limited liability company, Central Florida Property Holdings 1100, LLC, a Florida limited liability company, Central Florida Property Holdings 1200, LLC, a Florida limited liability company, Central Florida Property Holdings 1300, LLC, a Florida limited liability company, Farmland Reserve, Inc., a Florida corporation, Suburban Land Reserve, Inc., a Utah corporation, Tavistock East I, LLC, a Florida limited liability company, Tavistock East II, LLC, a Florida limited liability company, Tavistock East III, LLC, a Florida limited liability company, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Law of Florida, as collectively, as owners, Tavistock East Services, LLC, a Florida limited liability company, and Osceola County, Florida, a political subdivision of the State of Florida, recorded December 29, 2021 in Official Records Book 6117, Page 2435, as amended by that certain First Amendment to Sunbridge Development Agreement recorded January 11, 2023 in Official Records Book 6343, Page 781, both in the Public Records of Osceola County, Florida.

7. Covenants, conditions and restrictions as contained in that certain Special Warranty Deed by Central Florida Property Holdings 700, LLC, a Florida limited liability company, to and in favor of Tavistock East III, LLC, a Florida limited liability company, recorded March 15, 2022 in Official Records Book 6172, Page 226, in the Public Records of Osceola County, Florida.
8. School Capacity Mitigation and Funding Agreement (Sunbridge) by and among the School Board of Osceola County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, Tavistock East Services, LLC, a Florida limited liability company, and Osceola County, Florida, a political subdivision of the State of Florida, recorded April 26, 2022 in Official Records Book 6201, Page 930, as amended by that certain First Amendment to School Capacity Mitigation and Funding Agreement (Sunbridge) recorded April 26, 2022 in Official Records Book 6201, Page 966, as affected by that certain Memorandum of Agreement recorded April 26, 2022 in Official Records Book 621, Page 978, as further amended by that certain Second Amendment to School Capacity Mitigation and Funding Agreement (Sunbridge) recorded December 1, 2022 in Official Records Book 6323, Page 663, and as further amended by that certain Third Amendment to School Capacity Mitigation and Funding Agreement (Sunbridge) recorded February 17, 2023 in Official Records Book 6359, Page 2067, and as re-recorded April 14, 2023 in Official Records Book 6388, Page 1273, all in the Public Records of Osceola County, Florida.
9. Collateral Assignment and Assumption of Development and Contract Rights Relating to the Weslyn Park Project by and between Tavistock East III, LLC, a Florida limited liability company, Tavistock East Services, LLC, a Florida limited liability company, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, recorded August 25, 2022 in Official Records Book 6275, Page 45, in the Public Records of Osceola County, Florida.
10. Agreement Between Sunbridge Stewardship District and Tavistock East III, LLC Regarding the True Up and Payment of Special Assessment Revenue Bonds, Series 2022 (Weslyn Park Project) recorded August 25, 2022 in Official Records Book 6275, Page 56, in the Public Records of Osceola County, Florida.

11. Sunbridge Stewardship District Notice of Series 2022 Special Assessments (Weslyn Park Project) and Government Lien of Record recorded August 25, 2022 in Official Records Book 6275, Page 66, in the Public Records of Osceola County, Florida.
12. Declaration of Consent to Jurisdiction of Sunbridge Stewardship District and to Imposition of Special Assessments (Weslyn Park Project) recorded in Official Records Book 6275, Page 72, in the Public Records of Osceola County, Florida.
13. Water, Wastewater and Reclaimed Water Acquisition Agreement by and among Tavistock East II, LLC, a Florida limited liability company, Tavistock East Services, LLC, a Florida limited liability company, and Tavistock East Holdings, LLC, a Florida limited liability company, and Tohopekaliga Water Authority, an independent special district established pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, and joined for specified limited purposes identified in this Agreement by East Central Florida Services, Inc., a Florida corporation, recorded August 29, 2022 in Official Records Book 6277, Page 109, in the Public Records of Osceola County, Florida.
14. Right of Way Utilization Interlocal Agreement for Specialty Street Signs by and between Osceola County, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, recorded October 25, 2022 in Official Records Book 6305, Page 410, in the Public Records of Osceola County, Florida.
15. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Sunbridge Stewardship District (Weslyn Park Project) recorded May 8, 2023 in Official Records Book 6402, Page 1820, in the Public Records of Osceola County, Florida.
16. Matters facts and circumstances contained in that certain Plat of Weslyn Park Phase 4-1A, according to the plat thereof, recorded December 21, 2023 in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
17. The trail within the Access Easement that lies within Tract LS-1 is to be owned and maintained by the Weslyn Park Master Association, Inc., as set forth on that certain Plat of Weslyn Park Phase 4-1A, recorded December 21, 2023 in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida.

Sunbridge Stewardship District

**Affidavit of Compliance with Florida's
Conveyances to Foreign Entities Act**

**AFFIDAVIT OF COMPLIANCE
WITH FLORIDA’S CONVEYANCES TO FOREIGN ENTITIES ACT**

Before me, a notary public, appeared Richard Levey (“**Affiant**”), who deposes and states under penalties of perjury that:

1. Affiant is providing this affidavit in connection with the purchase by **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida (the “**Buyer**”) of the real property described on **Exhibit “A”** attached hereto and made apart hereof (the “**Property**”).
2. Affiant has been given the opportunity to read the Notice Regarding Florida’s Conveyances to Foreign Entities Act (the “**Act**”) and to consult with an attorney.

3. The Buyer is in compliance with the Act because Buyer is [**Check the applicable box**]:

[X] Not a Foreign Principal as defined in section 692.201, Florida Statutes;

OR

[] A Foreign Principal as defined in section 692.201, Florida Statutes, and is in compliance with the requirements set out in section 692.202-205, Florida Statutes.

4. Affiant acknowledges that acquisition of the Property in violation of the Act may result in forfeiture of the Property to the State of Florida and criminal penalties.

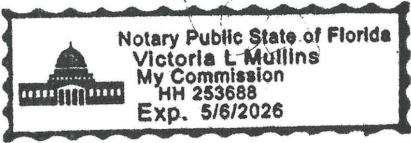
[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.


Name: Richard Levey

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 12TH day of February, 2024, by Richard Levey as Chairman of **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, who is personally known to me or has provided _____ as identification (if left blank, then personally known to me).





(Signature of Notary Public)
Victoria L Mullins
(Typed name of Notary Public)
Notary Public, State of Florida

EXHIBIT "A"

Property

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

Sunbridge Stewardship District

**Notice Regarding Florida's
Conveyances to Foreign Entities Act**

NOTICE REGARDING FLORIDA'S CONVEYANCES TO FOREIGN ENTITIES ACT

Effective July 1, 2023, the "Conveyances to Foreign Entities Act" (the "Act") found in sections 692.201 - 692.205, Florida Statutes, restricts the ability of certain foreign persons and entities to acquire title to real property in Florida.

PROHIBITED PURCHASES

A Foreign Principal is prohibited from purchasing Agricultural Land or property within 10 miles of a Military Installation or a Critical Infrastructure Facility. Additionally, a Foreign Principal of the People's Republic of China is prohibited from purchasing any real property in Florida. However, there are two exceptions.

EXCEPTIONS

The two exceptions are:

1. **Limited Residential Exception.** A Foreign Principal, who is a natural person, may purchase 1 residential real property that is up to 2 acres in size if all the following apply:
 - a. The property is not within 5 miles of a Military Installation;
 - b. The natural person has a current United States Visa not limited to tourist travel or official documentation confirming that the natural person has been granted asylum in the United States and is authorized to be legally present in Florida; and
 - c. The purchase of the qualifying residential property is in the name of the natural person holding the United States Visa or grant of asylum.

2. **Diplomatic Exception.** The Act does not apply to a Foreign Principal that acquires real property for a diplomatic purpose that is recognized, acknowledged, or allowed by the Federal Government.

KEY DEFINITIONS

Agricultural Land

Land classified by the county property appraiser as agricultural.

Critical Infrastructure Facility

A Critical Infrastructure Facility means any of the following, if it employs measures such as fences, barriers, or guard posts that are designed to exclude unauthorized persons - chemical plant, refinery, electrical power plant, water treatment plant, liquid natural gas terminal, telecommunications central switching office, gas processing plant, seaport, spaceport territory and airport.

Foreign Country of Concern

1. People's Republic of China
2. Russian Federation
3. Islamic Republic of Iran
4. Democratic People's Republic of Korea (North Korea)
5. Republic of Cuba
6. Venezuelan regime of Nicolás Maduro
7. Syrian Arab Republic

The definition for Foreign Country of Concern includes any agency of or any other entity of significant control of such Foreign Country of Concern.

Foreign Principal

1. The government or any official of the government of a Foreign Country of Concern;
2. A political party, its members or any subdivision of a political party in a Foreign Country of Concern;
3. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern or a subsidiary of any of such entity;
4. Any person domiciled in a Foreign Country of Concern who is not a citizen or lawful permanent resident of the United States; or
5. Any person in items 1-4, above, having a controlling interest in a partnership, association, corporation, organization, trust or any other legal entity or subsidiary formed for the purposes of owning real property in Florida.

Military Installation

A Military Installation includes a base, camp, post, station, yard or center encompassing at least 10 contiguous acres under the jurisdiction of the Department of Defense or its affiliates.

AFFIDAVIT REQUIREMENT

At the time of purchase, a buyer must provide an affidavit signed under penalty of perjury attesting that the buyer is in compliance with the Act.

PENALTIES

Violations of the Act can result in forfeiture of real property to the State of Florida and/or criminal penalties for both the buyer and the seller.

DISCLAIMER

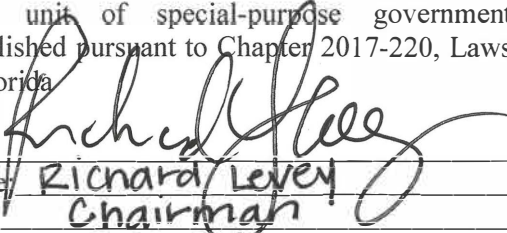
This Notice provides a brief summary of the Act and is not a substitute for legal advice. Persons with questions as to the Act should seek legal advice. In the event of a discrepancy between the Notice and the Act, the Act itself controls.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

By signing below, I acknowledge that I have reviewed this Notice and have had an opportunity to seek legal advice.

Buyer:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida

By: 
Name: Richard Levey
Title: Chairman
Date: 2.12.24

**Sunbridge
Stewardship District**

Bill of Sale

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**Transferor**”), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature (“**Toho**”), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Transferor which are used or held for use by Transferor exclusively in connection with those water and/or wastewater systems of Transferor located on the property described on **Exhibit “A”** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the “**Utility System**”) constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the “**Utility Assets.**”

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



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

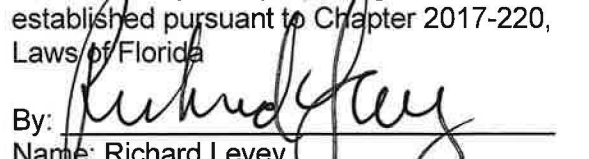
Transferor hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Transferor has caused this instrument to be executed as of the date and year written below.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:


Name: JENNIFER L. WALDEN

Name: Amanda Lane

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida
By: 
Name: Richard Levey
Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of February, 2024 by Richard Levey, Chairman of SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, on behalf of the same, who is personally known to me or produced _____ for identification.

Notary: 

[NOTARIAL SEAL]

Print Name: Victoria L Mullins
Notary Public, State of Florida

Exhibit "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida.

**Sunbridge
Stewardship District**

FIPTA Certificate of Non-Foreign Entity Status

FIRPTA CERTIFICATE OF NON-FOREIGN ENTITY STATUS

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this day personally appeared Richard Levey, hereafter referred to as "Affiant", as Chairman of **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida ("Transferor"), who being first duly sworn on oath and under penalty of perjury, states as follows:

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445) the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of property and not the disregarded entity. To inform the transferee, TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, that withholding of tax is not required upon the conveyance to transferee of a U.S. real property interest in the real property more particularly described on Exhibit "A" attached hereto, Affiant hereby certifies the following.

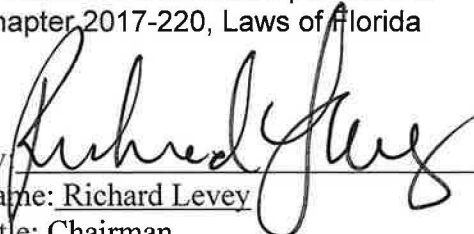
1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations).
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).
3. Transferor's U.S. Federal Tax Identification Number is 36-4874921.
4. Transferor's address is 12051 Corporate Boulevard, Orlando, Florida 32817.

Transferor understands that this certification may be relied upon by the transferee and disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine or imprisonment, or both.

Under penalty of perjury, Affiant declares that she/he has examined this certification and to the best of her/his knowledge and belief it is true, correct and complete, and further declares that she/he has authority to sign this document on behalf of Transferor.

[SIGNATURE FOLLOWS ON THE NEXT PAGE]

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida

By: 
Name: Richard Levey
Title: Chairman

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of February, 2024, by Richard Levey, as Chairman of **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, who is personally known to me, or produced _____ as identification.


Notary Public Signature
Print Notary Name: Victoria L Mullins

[AFFIX NOTARY SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

**Sunbridge
Stewardship District**

Seller's Affidavit


Print name: Richard Levey

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of February, 2024, by Richard Levey, who is personally known to me, or produced _____ as identification.


Notary Public Signature
Print Notary Name: Victoria L Mullins

[AFFIX NOTARY SEAL]

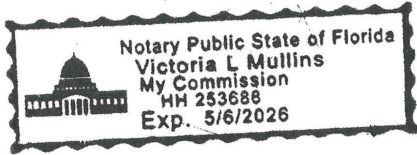


EXHIBIT "A"

LEGAL DESCRIPTION

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

Sunbridge Stewardship District

Closing Statement

CLOSING STATEMENT

GRANTOR: SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida

GRANTEE: TOHOPEKALIGA WATER AUTHORITY, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

CLOSING AGENT: Holland & Knight LLP

TITLE COMPANY: Fidelity National Title Insurance Company

PROPERTY: Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

TRANSACTION: TRANSFER OF LIFT STATION TRACT

CLOSING DATE: February 15, 2024

ALL CLOSING COSTS TO BE PAID BY GRANTOR:

Title Related Charges:

Title Search Fee	\$ 250.00
Title Premium:	\$ 2,288.50

Subtotal: \$ 2,538.50

Recording and Filing Charges:

Special Warranty Deed (6 pgs)	\$ 52.50
E-Recording	\$ 4.75

Subtotal: \$ 57.25

TOTAL CLOSINGS COSTS: **\$ 2,595.75**

DISBURSEMENTS

Title Company	\$ 2,538.50
Clerk of Court, Osceola County	<u>\$ 57.25</u>

TOTAL DISBURSEMENTS: **\$ 2,595.75**

Pursuant to the Osceola County Tax Collector, Property does not generate a tax bill and therefore no taxes are due on the Property.

The parties hereby acknowledge that they have read the foregoing Closing Statement, certify it correct and authorizes Holland & Knight LLP, as Closing Agent, to disburse the funds in the manner, in the amounts and to the persons set forth above.

WIRE TRANSFER INSTRUCTIONS to Holland & Knight, LLP. All incoming funds for Closing should be wire transferred according to the attached Wire Instructions.

SIGNATURE PAGES FOLLOW

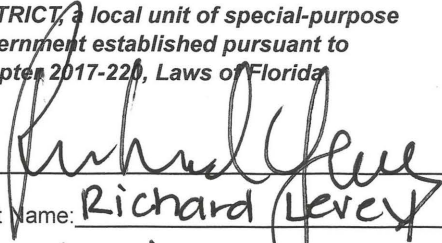
WIRE TRANSFER INSTRUCTIONS to Holland & Knight, LLP. All incoming funds for Closing should be wire transferred according to the attached Wire Instructions.

SIGNATURE PAGES FOLLOW

CLOSING STATEMENT SIGNATURE PAGE

GRANTOR:

**SUNBRIDGE STEWARDSHIP
DISTRICT, a local unit of special-purpose
government established pursuant to
Chapter 2017-220, Laws of Florida**

By: 
Print Name: Richard Levey
Title: Chairman

CLOSING STATEMENT SIGNATURE PAGE

GRANTOR:

**SUNBRIDGE STEWARDSHIP
DISTRICT, a local unit of special-purpose
government established pursuant to
Chapter 2017-220, Laws of Florida**


By: _____

Print Name: _____

Title: _____

GRANTEE:

**TOHOPEKALIGA WATER AUTHORITY, an independent special district
established and created pursuant to Chapter 189, Florida Statutes, by
special act of the Florida Legislature**

By: 
Todd Swingle (Feb 9, 2024 17:16 EST)

Todd P. Swingle, CEO/Executive Director

Signature: 
Todd Swingle (Feb 9, 2024 17:16 EST)

Email: tswingle@tohowater.com

Company: TOHOPEKALIGA WATER AUTHORITY

Sunbridge Stewardship District

**Water Conservation Program Interlocal Agreement by and
between Tohopekaliga Water Authority and SSD**
(provided under separate cover)

Sunbridge Stewardship District

**Landscape Management Agreement
between SSD and Cherrylake, Inc.
(Weslyn Park Holistic Landscape Management)
*(provided under separate cover)***

Sunbridge Stewardship District

**Funding and Access Agreement
between the SSD and Tavistock East III, LLC**
(provided under separate cover)

Sunbridge Stewardship District

**Operations and Maintenance Expenditures Paid in
October 2024 in an amount totaling \$34,315.76**

SUNBRIDGE STEWARDSHIP DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$34,315.76**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Sunbridge Stewardship District
 AP Check Register (Current by Bank)
 Check Dates: 10/1/2023 to 10/31/2023

Check No.	Date	Status*	V ndor ID	Payee Name	Amount
BANK ID: OM6557 - OPERATING ACCOUNT					001-101-0000-00-01
1392	10/04/23	M	KUTAK	Kutak Rock	\$3,140.00
1393	10/04/23	M	PFMGC	PFM Group Consulting	\$2,500.00
1394	10/04/23	M	UNITED	United Land Services	\$14,932.00
1395	10/16/23	M	ONG	Osceola News-Gazette	\$72.48
1396	10/16/23	M	POUBEN	Poulos & Ben ett	\$315.00
1397	10/16/23	M	TOHO	TOHO Water Authority	\$6.54
1398	10/25/23	M	BERMAN	Berman Construction	\$625.00
BANK OM6557 REGISTER TOTAL:					\$21,591.02
BANK ID: OM-ACH - VALLEY BANK - ACH & WIRES					001-101-0000-00-01
0005	10/16/23	M	EGIS	Egis Insurance & Risk Advisors	\$10,341.00
BANK OM-ACH REGISTER TOTAL:					\$10,341.00
GRAND TOTAL :					\$31,932.02

21,591.02	Checks 1392 - 1398
10,341.00	O&M wires
2,383.74	PA 221 - OUC paid online
34,315.76	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 221

9/29/2023

Item No.	Vendor	Invoice Number	General Fund
1	Kutak Rock General Counsel Through 08/31/2023	3282157	\$ 3,140.00
2	OUC Electric Services 08/25/2023 - 09/26/2023	Acct: 5981605831	\$ 2,383.74
3	PFM Group Consulting Series 2022 Quarterly Disclosure Through 09/30/2023	126967	\$ 2,500.00
4	United Land Services July Phase 1 Landscaping (reduced)	35313	\$ 3,451.27
	July Phase 2 Landscaping (reduced)	36349	\$ 4,014.73
	August Phase 1 Landscaping (reduced)	38393	\$ 3,451.27
	August Phase 2 Landscaping (reduced)	38404	\$ 4,014.73
TOTAL			\$ 22,955.74

Lynne Mullins

District Manager / Asst District Manager

Richard J. Jurek

Board Member

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 222

10/6/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Berman Construction October Irrigation and Admin Staffing Management	39601	\$ 625.00	FY 2024
2	Egis Insurance & Risk Advisors FY 2024 Insurance	20432	\$ 10,341.00	FY 2024
3	Osceola News- Gazette Legal Advertising on 09/28/2023	DF0F4196-0016	\$ 72.48	FY 2024
4	Poulos & Bennett Engineering Services Through 08/31/2023	18-203(56)	\$ 315.00	FY 2023
5	Toho Water Authority 6700 Odd Cyrils Dr: 07/25/2023 - 08/24/2023	Acct: 54827115	\$ 6.54	FY 2023

TOTAL \$ 11,360.02

321.54	FY 2023
11,038.48	FY 2024

Lynne Mullins

District Manager / Asst District Manager

Richard Jurez

Board Member

RECEIVED
 By Amanda Lane at 3:28 pm, Oct 10, 2023

Sunbridge Stewardship District

**Requisition No. S2022-WP-012 Paid in
February 2024 in an amount totaling \$2,595.75**

Sunbridge Stewardship District
Series 2022 - Weslyn Park
Summary of Requisition(s): 12

Requisition **Payable To** **Amount** **Special Instructions** **Submit Payment**

12	Sunbridge Stewardship District	\$ 2,595.75	Please reference requisition(s) 2022-WP-012 on the payment.	Sunbridge Stewardship District c/o PFM Group Consulting LLC 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817-8329
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Total \$ 2,595.75

REQUISITION

The undersigned, an Authorized Officer of Sunbridge Stewardship 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, Orlando, Florida, as trustee (the "Trustee"), dated as of June 1, 2022 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of August 1, 2022 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 012

(B) Name of Payee: Sunbridge Stewardship District

(C) Amount Payable: \$2,595.75

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

- Reimbursement to District for Weslyn Park Closing Fees Paid from O&M

(E) Fund, Account or subaccount from which disbursement is to be made: Acquisition and Construction Fund

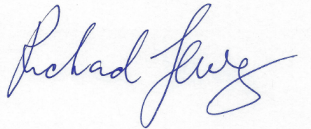
The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2022 (Weslyn Park Project) Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2022 (Weslyn Park) Project and each represents a Cost of the Series 2022 (Weslyn Park) Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that 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 services rendered with respect to which disbursement is hereby requested are on file with the District.

SUNBRIDGE STEWARDSHIP DISTRICT

By: 

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 (Weslyn Park) Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 (Weslyn Park) Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Second Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

By: 

Consulting Engineer

Sunbridge Stewardship District

District Financial Statements
(provided under separate cover)