

**EDGEWATER EAST
COMMUNITY DEVELOPMENT
DISTRICT**

October 7, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Edgewater East Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

September 30, 2021

Board of Supervisors
Edgewater East Community Development District

ATTENDEES:

Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on October 7, 2021 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741 and via conference call at **1-888-354-0094, Participant Passcode: 413 553 5047**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Temporary Development Easement Agreement for Phase 1C
4. Ratification of Temporary Development Easement Agreement for Meritage Phase 1
5. Ratification of Temporary Development Easement Agreement for JCH CP, LLC
6. Ratification of Partial Assignment and Assumption of True-Up Obligations for M/I Homes of Orlando, LLC
7. Ratification of Partial Assignment and Assumption of True-Up Obligations for Meritage Homes of Florida, Inc.
8. Ratification of Partial Assignment and Assumption of True-Up Obligations for JCH CP, LLC
9. Ratification of Assignment of Impact Fee Credits and Sale of Impact Fee Credits
10. Consideration of Change Orders
 - A. Change Order #02 – Jr. Davis Construction Co, Inc. [\$2,293,526.11]
 - B. Change Order #03 – Jr. Davis Construction Co., Inc. [\$116,629.60]

- 11. Acceptance of Unaudited Financial Statements as of August 31, 2021
- 12. Approval of September 9, 2021 Regular Meeting Minutes
- 13. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 4, 2021 at 9:00 A.M.

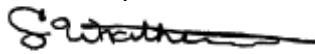
○ QUORUM CHECK

Noah Breakstone	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Kevin Mays	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Justin Onorato	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Kevin Kramer	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bobby Wanas	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 413 553 5047

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3

PREPARED BY AND AFTER
RECORDING RETURN TO:

Heidi Boyles, Esq.
Greenspoon Marder LLP
201 E. Pine Street, Suite 500
Orlando, Florida 32801

TEMPORARY DEVELOPMENT EASEMENT AGREEMENT

This Temporary Development Easement Agreement (this “**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **Edgewater Property Holdings, LLC**, a Delaware limited liability company, doing business in Florida as **Edgewater Property Florida Holdings, LLC** (“**Edgewater Property**”), **Edgewater Property Holdings III, LLC**, a Delaware limited liability company (“**Edgewater III**,” and together with Edgewater Property, “**Edgewater**”), **Edgewater East Community Development**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (the “**CDD**”) and **M/I Homes of Orlando, LLC**, a Florida limited liability company (“**M/I Homes**”).

RECITALS:

A. Edgewater is the record owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “A,” incorporated herein by this reference (the “**Edgewater Property**”);

B. M/I Homes is the owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “B,” incorporated herein by this reference (the “**M/I Homes Property**”), which M/I Homes Property is contiguous with the Edgewater Property.

C. Edgewater and M/I Homes are parties to that certain Contract for Sale and Purchase of Edgewater Parcels dated October 27, 2020, as amended (the “**Purchase Agreement**”), relating to M/I Homes’ acquisition of the Edgewater Property from Edgewater.

D. M/I Homes has requested from Edgewater and Edgewater has agreed to grant unto M/I Homes a non-exclusive easement “in gross” over, across, through and under the Edgewater Property to facilitate M/I Homes’ development of (i) the M/I Homes Parcel, and (ii) at the option of M/I Homes, the Edgewater Property prior to the closing on M/I Homes’ acquisition of the Edgewater Property in accordance with the Purchase Agreement, all as more particularly set forth herein.

E. Edgewater and the CDD have requested from M/I Homes and M/I Homes has agreed to grant unto Edgewater and the CDD a non-exclusive easement over, across, through and under the M/I Homes Property for purposes of (i) constructing and installing an interconnected

master storm water pond system; (ii) performing embankment grading associated with construction of the interconnected master storm water pond system; and (iii) constructing and installing a master lift station and associated force mains, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of the mutual covenants herein contained, and for other valuable and good consideration in hand paid by each party to the other, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties agrees as follows:

1. Grant of Easements.

1.1 By Edgewater to M/I Homes. Edgewater hereby grants unto M/I Homes a non-exclusive easement over, across, through and under the Edgewater Property for the following purposes (collectively, the “**M/I Homes Easements and Rights**”):

(i) In connection with and during the development of the M/I Homes Property, M/I Homes shall be entitled to stage construction and landscape materials on the Edgewater Property within a specifically designated staging area, the size and location of which shall be pre-approved by Edgewater in writing prior to commencement of any such staging activity.

(ii) M/I Homes shall be entitled, at its option and at its sole cost and expense, to perform grading (subject to subparagraph (c) below), install paving and install utility lines and other infrastructure on the Edgewater Property (the “**M/I Homes Improvements**”), provided that, (a) any such M/I Homes Improvements shall be made in strict compliance with the Edgewater Permits and Approvals (as defined in the Purchase Agreement); (b) M/I Homes shall notify Edgewater in writing no less than two (2) business days prior to the commencement of any work associated with the M/I Homes Improvements; (c) no such work associated with the M/I Homes Improvements shall cause or result in a deficiency of fill material for the Edgewater Property; and (d) in the event that M/I Homes fails to close on the acquisition of the Edgewater Property in accordance with the Purchase Agreement, Edgewater shall have no obligation to reimburse M/I Homes for the cost of the M/I Homes Improvements; provided, however, if such failure to close on the acquisition of the Edgewater Property was the result of a Edgewater default under the Purchase Agreement, then within ninety (90) days of such failure to close Edgewater shall be obligated to reimburse M/I Homes for all actual costs incurred by M/I Homes in connection with the M/I Homes Improvements. Except for the M/I Homes Improvements, M/I Homes shall not construct or install any other improvements, facilities or structures on, under or across the Edgewater Property without Edgewater’s prior written consent, which consent Edgewater may withhold in its sole and absolute discretion. In the event that Edgewater consents to the construction or installation of any such additional improvements, facilities or structures on the Edgewater Property, such improvements, facilities or structures shall be deemed to be included within the definition of “M/I Homes Improvements” for all purposes under this Agreement.

1.2 By M/I Homes to Edgewater and the CDD. M/I Homes hereby grants unto Edgewater and the CDD a non-exclusive easement over, across, through and under the M/I Homes Property, as applicable and in accordance with the civil engineering plans approved by Osceola County (the “**SDP**”), for purposes of (collectively, the “**Edgewater and CDD Easements and Rights**”):

(i) Constructing and installing an interconnected master storm water pond system on the M/I Homes Property.

(ii) Performing embankment grading associated with construction of the interconnected master storm water pond system on the M/I Homes Property.

(iii) Constructing and installing a master lift station and associated force mains on the M/I Homes Property.

The work and improvements listed in subparagraphs (i) through (iii) above shall be referred to herein collectively, as the “**SDP Improvements.**” Edgewater and the CDD shall be entitled, at its option and at its sole cost and expense, to construct the SDP Improvements on the M/I Homes Property; provided that (a) any such SDP Improvements be made in strict compliance with the Edgewater Permits and Approvals (as defined in the Purchase Agreement); (b) Edgewater shall notify M/I Homes in writing no less than two (2) business days prior to the commencement of any work associated with the SDP Improvements; (c) no such work associated with the SDP Improvements shall cause or result in a deficiency of fill material for the M/I Homes Property; and (d) such work shall be contained to only those areas of the M/I Homes Property necessary for completion of the SDP Improvements. Except for the SDP Improvements, Edgewater and the CDD shall not construct or install any other improvements, facilities or structures on, under or across the M/I Homes Property without M/I Homes’ prior written consent, which consent M/I Homes may withhold in its sole and absolute discretion. In the event that M/I Homes consents to the construction or installation of any such additional improvements, facilities or structures on the M/I Homes Property, such improvements, facilities or structures shall be deemed to be included within the definition of “SDP Improvements” for all purposes under this Agreement.

2. Term.

2.1 M/I Homes Easement and Rights. The M/I Homes Easements and Rights granted hereunder shall automatically terminate on the *earlier* of (i) the date upon which M/I Homes closes on the acquisition of the Edgewater Property under the Purchase Agreement; and (ii) the date upon which the Purchase Agreement is terminated in accordance with its terms.

2.2 Edgewater and CDD Easements and Rights. The Edgewater and CDD Easements and Rights granted hereunder shall automatically terminate on the date that the last of items listed in Section 1.2(i)-(iii) has received a certificate of completion from the applicable governmental agency in accordance with the SDP.

3. Improvements.

3.1 M/I Homes Improvements. M/I Homes shall, with the reasonable cooperation of Edgewater (provided that Edgewater shall not incur any costs, liabilities or obligations in connection with such reasonable cooperation), ensure that all necessary permits and approvals relating to the M/I Homes Improvements are obtained. M/I Homes will arrange for M/I Homes Improvements to be constructed by M/I Homes’ contractor in a good and workman like manner and condition and in accordance with all applicable governmental requirements, laws, codes, ordinances, rules, regulations and restrictions (collectively, “**Applicable Laws**”), free and

clear of all liens (including mechanic's liens) and encumbrances. Upon request by Edgewater, M/I Homes shall deliver to Edgewater evidence of payment and partial and/or final lien waivers, as applicable, for all work started/completed as of the date of Edgewater's request. If a lien is recorded against the Edgewater Property in connection with the construction of the M/I Homes Improvements and as a result of any action or inaction of M/I Homes or its agents, representatives or contractors, M/I Homes shall cause the release of such lien or the transfer of such lien to a bond within thirty (30) days after the recordation thereof.

3.2 SDP Improvements. Edgewater and/or the CDD shall, as applicable, arrange for the applicable contractor to construct the SDP Improvements in a good and workman like manner and condition in accordance with all Applicable Laws, free and clear of any liens or encumbrances (including mechanic's liens). If a lien is recorded against the M/I Homes Property in connection with the construction of the SDP Improvements and as a result of any action or inaction of Edgewater or the CDD, or their agents, representatives or contractors, Edgewater or the CDD, as applicable, shall cause the release of such lien or the transfer of such lien to a bond within thirty (30) days after the recordation thereof.

4. Maintenance.

4.1 Edgewater Property and M/I Homes Improvements At all times during which M/I Homes is staging or conducting any work on the Edgewater Property, M/I Homes shall, at its sole cost and expense, maintain and repair in accordance with all Applicable Laws that portion of the Edgewater Property upon which any such staging or work is being done, together with any M/I Homes Improvements; but only to the extent maintenance is required as a result of such staging or work. If M/I Homes fails to undertake the maintenance and repair obligations described in this Section 4.1, Edgewater shall have all rights and remedies available to it at law and in equity.

4.2 SDP Improvements and M/I Homes Property. At all times during which Edgewater or the CDD is conducting any work on the M/I Homes Property, Edgewater or the CDD, as applicable, shall, at its sole cost and expense, maintain and repair in accordance with all Applicable Laws that portion of the M/I Homes Property upon which any such work is being done; but only to the extent maintenance is required as a result of such work. If Edgewater or the CDD fails to undertake the maintenance and repair obligations described in this Section 4.2, M/I Homes shall have all rights and remedies available to it at law and in equity.

5. Indemnification and Insurance.

5.1 The CDD shall carry insurance complying with the provisions of **Exhibit C-1** attached hereto. The CDD shall contractually require all contractors, sub-contractors, employees or materialmen performing work for the CDD on the M/I Homes Property shall at all times maintain insurance at least in the amounts and with the requirements set forth in **Exhibit C-2** attached hereto. The CDD shall contractually require any contractors, sub-contractors, employees or materialmen to provide M/I Homes with a certificate or certificates of insurance evidencing compliance with the requirements of **Exhibit C-2**. The CDD shall provide an insurance certificate evidencing compliance with this section to M/I Homes prior to the commencement of any performance of any work by any applicable contractors, sub-contractors,

employees or materialmen on the M/I Homes Property.

5.2 Edgewater, as applicable, shall carry insurance complying with the provisions of **Exhibit C-3** attached hereto. Edgewater shall provide an insurance certificate evidencing compliance with this section to M/I Homes prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen on the M/I Homes Property.

5.3 M/I Homes shall carry insurance complying with the provisions of **Exhibit C-4** attached hereto. M/I Homes shall provide an insurance certificate evidencing compliance with this section to Edgewater prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen on the Edgewater Property.

5.4 M/I Homes hereby releases and agrees to indemnify, defend, and hold harmless Edgewater and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “**Edgewater Indemnitees**”) and the CDD and its representatives, agents, employees, supervisors, engineer’s, attorneys and officers (“**CDD Indemnitees**”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the Edgewater Property by M/I Homes pursuant to this Agreement, except (a) any loss, liability, cost or expense to the extent arising from or relating to the wrongful acts or omissions of Edgewater Indemnitees of the CDD Indemnitees, respectively, (b) any diminution in value of the Edgewater Property arising from or relating M/I Homes exercise of the M/I Homes Easements and Rights, (c) any latent defects in the Edgewater Property discovered or impacted by M/I Homes while exercising the M/I Homes Easements and Rights, or (d) the discovery of any pre-existing Hazardous Substance (as defined in the Purchase Agreement) on or under the Edgewater Property by M/I Homes. The indemnity contained herein shall survive any termination of this Agreement.

5.5 Edgewater hereby releases and agrees to indemnify, defend, and hold harmless M/I Homes and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “**M/I Homes Indemnitees**”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the M/I Homes Property by Edgewater pursuant to this Agreement except (a) any loss, liability, cost or expense to the extent arising from or relating to the wrongful acts or omissions of M/I Homes Indemnitees, (b) any diminution in value of the M/I Homes Property arising from or relating to Edgewater’s or the CDD’s exercise of the Edgewater and CDD Easements and Rights, (c) any latent defects in the M/I Homes Property discovered or impacted by Edgewater or the CDD while exercising the Edgewater and CDD Easements and Rights, or (d) the discovery of any pre-existing Hazardous Substance (as defined in the Purchase Agreement) on or under the M/I Homes Property by Edgewater or the CDD. The indemnity contained herein shall survive any termination of this Agreement.

5.6 To the extent permitted by law and without waiving any of the privileges or immunities afforded to the CDD under Florida law, the CDD hereby releases and agrees to indemnify and hold harmless M/I Homes and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “M/I Homes Indemnitees”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the M/I Homes Property by the CDD, except to the extent that any losses, damages, costs, expenses, liens, claims, suits and liabilities result from or arise out of the negligent acts or omissions or willful misconduct of the M/I Homes Indemnitees. The indemnity contained herein shall survive any termination of this Agreement. Notwithstanding anything contained herein to the contrary, nothing in this Agreement shall be deemed as a waiver of the CDD’s sovereign immunity or the CDD’s limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

5.7 M/I Homes shall be solely responsible for the repair, maintenance, replacement and/or restoration of any damage to the Edgewater Property or any of the improvements thereon caused by any construction, maintenance, repair, replacement and/or any other work performed by M/I Homes and/or its agents on the Edgewater Property, and M/I Homes shall, at its sole cost and expense, promptly and diligently repair, replace and/or restore the Edgewater Property and any of the improvements thereon to reasonably the same condition that existed immediately prior to any such construction, maintenance, repair, replacement and/or any other work performed by M/I Homes (subject to modifications made to the Edgewater Property as a result of the construction and/or installation of the M/I Homes Improvements), with any and all such work being performed promptly, diligently, and in compliance with all Applicable Laws.

5.8 Edgewater and the CDD, as applicable, shall be solely responsible for the repair, maintenance, replacement and/or restoration of any damage to the M/I Homes Property or any of the improvements thereon caused by any construction, maintenance, repair, replacement and/or any other work performed by Edgewater, the CDD and/or its agents on the M/I Homes Property, and Edgewater or the CDD, as applicable, shall, at its sole cost and expense, promptly and diligently repair, replace and/or restore the M/I Homes Property and any of the improvements thereon to the condition that existed immediately prior to any such construction, maintenance, repair, replacement and/or any other work performed by Edgewater or the CDD (subject to modifications made to the M/I Homes Property as a result of the construction and/or installation of the SDP Improvements), with any and all such work being performed promptly, diligently, and in compliance with all Applicable Laws.

6 Amendment, Binding Effect. This Agreement may not be amended except by a written document executed by Edgewater, the CDD and M/I Homes. The M/I Homes Easements and Rights shall run with the title to the Edgewater Property and shall be “in gross” for the benefit of M/I Homes. The Edgewater and CDD Easements and Rights shall run with the title to the M/I Homes Property and shall be “in gross” for the benefit of Edgewater and the CDD. It is the intention of the parties that the M/I Homes Easements and Rights and the Edgewater and CDD

Easements and Rights granted herein shall be for the sole use and benefit of M/I Homes and Edgewater and the CDD, respectively, and will be strictly limited to and for the purposes expressed herein.

7 No Dedication. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Edgewater Property or the M/I Homes Property to the general public or for any public use or public purpose whatsoever.

8 Matters of Record. The easements herein granted are subject to all matters of record affecting the Edgewater Property and the M/I Homes Property, as the same may be amended from time to time.

9 “AS IS” Condition. M/I Homes, Edgewater and the CDD accept the easement granted herein based on the “AS IS” physical condition of the M/I Homes Property and the Edgewater Property, respectively.

10 No Liability. Neither Edgewater, the CDD nor M/I Homes shall have any obligation to provide security with respect to or over any portion of the Edgewater Property or the M/I Homes Property. All persons entering and using the Edgewater Property and the M/I Homes Property under this Agreement shall enter and use the same at their own risk and cost. Neither Edgewater, the CDD nor M/I Homes shall have any liability to any person or entity with respect to any act, event, occurrence, conduct or criminal offense arising on or about the Edgewater Property or the M/I Homes Property, respectively, including such acts, events, occurrences, conduct or criminal offenses which may result in personal or bodily injury or property damage to others.

11 Enforcement. In the event that any party defaults under the terms, provisions or obligations of this Agreement and such default is not cured within thirty (30) after written notice thereof (provided, however, if such failure cannot reasonably be cured within thirty (30) days, and the defaulting party, within such thirty (30) day period, shall have commenced and thereafter continued diligently to prosecute the cure of such failure, said failure shall not constitute a default hereunder), then, in addition to any other remedies set forth in this Agreement, the non-defaulting party shall have all rights and remedies available at law or in equity for the redress of such default.

12 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

13 Time of Essence. Time shall be of the essence as to all covenants, terms and conditions in this Agreement.

14 Incorporation of Recitals; Exhibits. The recitals set forth above are incorporated herein by this reference. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

15 Attorneys’ Fees; Venue and Jurisdiction. In the event of litigation or arbitration to enforce this Agreement, the substantially prevailing party shall be entitled to recover its reasonable

attorneys' fees and costs actually incurred, including at any appellate level. The parties hereby agree that the proper venue for any actions or proceedings pursuant to this Agreement, brought by or on the behalf of any of the parties to this Agreement, shall be heard in the courts of Osceola County, Florida. All parties waive any objections to the jurisdiction of said courts and hereby consent to its jurisdiction.

16 Counterparts. The parties hereto acknowledge and agree that this Agreement may be executed in several counterparts, each of which shall be effective as and shall constitute an original instrument binding on the part or parties signing same. It shall not be necessary that each party execute all copies of this Agreement, provided that each party has executed at least one copy.

17 Estoppel. Each party herein shall, from time to time during the term of this Agreement, upon request of the other party herein, execute, acknowledge, and deliver to the requesting party (or its designee) a statement in writing, certifying (a) that this Agreement is unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications); (b) whether there are any uncured defaults hereunder by such party or, to such party's actual knowledge, by the requesting party; (c) whether any sums are owed by either party herein to the other hereunder; and (d) such other information as may be reasonably required by the requesting party.

18 Authority. Edgewater warrants and represents that the individual(s) signing this Agreement on behalf of Edgewater have full power and authority to execute and deliver this Agreement and bind Edgewater. M/I Homes warrants and represents that the individual(s) signing this Agreement on behalf of M/I Homes have full power and authority to execute and deliver this Agreement and bind M/I Homes. The CDD warrants and represents that the individual(s) signing this Agreement on behalf of the CDD have full power and authority to execute and deliver this Agreement and bind the CDD.

19 Waiver of Jury Trial. EACH OF THE PARTIES INTENTIONALLY, VOLUNTARILY, AND KNOWINGLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER APPLIES TO ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS AND PROCEEDINGS.

20 Notices All notices or other communications required or desired to be given or made pursuant hereto, or for the purposes of invoking or enforcing any of the provisions hereof, shall be in writing and be either: (a) personally delivered (including delivery by federal express or other courier service); (b) sent via electronic mail (if an email is provided for such party), provided if the notice is of a default hereunder, then such email notice shall be followed by a hard copy sent by method a or c set forth in this paragraph; or (c) sent by certified mail, return receipt requested, postage prepaid. All notices or other communications shall be addressed as follows:

As to Edgewater: c/o Westport Capital Partners
300 Atlantic Street, Suite 1110
Stamford, CT 06901
Attn: Marc Porosoff and
Jordan Socaransky
Email: mporosoff@westportcp.com
jsocaransky@westportcp.com

copy to: BTI Partners LLC
401 East Las Olas Blvd.
Suite 1870
Fort Lauderdale, FL 33301
Attn: Noah Breakstone
Email: nbreakstone@btipartners.com

copy to: Greenspoon Marder LLP
201 East Pine Street Suite 500
Orlando, FL 32801
Attn: Heidi Boyles, Esq.
Email: Heidi.boyles@gmlaw.com

As to the CDD: Edgewater East Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell

copy to: Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert

As to M/I Homes: M/I Homes of Orlando, LLC
400 International Pkwy., Suite 470
Lake Mary, Florida 32746
Attn: David Byrnes and Daniel Kaiser
E-Mail: dbyrnes@mihomes.com and
dkaiser@mihomes.com

copy to: M/I Homes of Orlando, LLC
Attn: Legal Department
4131 Worth Ave.
Columbus, Ohio 43219

Email: vsheets@mihomes.com

And

Holland & Knight LLP
Attn: Barton W. Morrison
200 South Orange Ave., Suite 2600
Orlando, Florida 32801
Email: barton.morrison@hklaw.com

or to such other addresses as the Parties may hereafter designate by written notice to the others. All notices or other communications sent by certified mail, as described above, shall be deemed given hereunder on the earlier of: (i) actual receipt; (ii) upon receipt by sender of a delivery receipt if sent via electronic mail (if an email address is provided for such party); or (iii) actual receipt after being deposited in the United States mail in accordance with the foregoing, except for notices of change of address which shall be deemed given upon actual receipt by the other Party, or (iv) one (1) Business Day after timely deposit (posted paid) with Federal Express or similar national overnight courier service.

21 Effective Date. The effective date of this Agreement shall be the date upon which the last of Edgewater, the CDD M/I Homes have executed same.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Temporary Development Easement has been duly executed as of the dates set forth in the signature blocks below.

EDGEWATER:

EDGEWATER PROPERTY HOLDINGS, LLC,
a Delaware limited liability company, doing business
in Florida as **EDGEWATER PROPERTY
FLORIDA HOLDINGS, LLC**

By: _____
Name: Jordan Socaransky
Title: Vice President
Date: _____

By: _____
Name: Marc Porosoff
Title: Vice President and Secretary
Date: _____

**EDGEWATER PROPERTY HOLDINGS III,
LLC**, a Delaware limited liability company

By: _____
Name: Jordan Socaransky
Title: Vice President
Date: _____

By: _____
Name: Marc Porosoff
Title: Vice President and Secretary
Date: _____

[NOTARY ACKNOWLEDGEMENT FOR EDGEWATER ON NEXT PAGE]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by Marc Porosoff, as Vice President and Secretary of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by Jordan Socaransky, as Vice President of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

M/I HOMES:

M/I HOMES OF ORLANDO, LLC, a Florida
limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[NOTARY ACKNOWLEDGEMENT FOR M/I HOMES ON NEXT PAGE]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021,
by means of physical presence or online notarization, by _____, as
_____ of M/I Homes of Orlando, LLC, a Florida limited liability company.
He/She is personally known to me or has produced
_____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021,
by means of physical presence or online notarization, by _____, as
_____ of M/I Homes of Orlando, LLC, a Florida limited liability company.
He/She is personally known to me or has produced
_____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

CDD:

Edgewater East Community Development District

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of September, 2021, by means of physical presence or online notarization, by _____, as _____ of Edgewater East Community Development District, a _____. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

EXHIBIT A

EDGEWATER PROPERTY

EDGEWATER ED4

A PARCEL OF LAND BEING A PORTION OF LOTS 81, 95, 96, 97, 98, 111 AND 112, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, AND A PORTION OF LOTS 88, 89 AND 104, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTION OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°49'01" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°20'10" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 409.13 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST, A DISTANCE OF 178.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1262.50 FEET, A CHORD BEARING OF SOUTH 45°08'13" EAST AND A CHORD DISTANCE OF 1781.17 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°43'34", A DISTANCE OF 1977.09 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°16'26" EAST, A DISTANCE OF 158.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING OF NORTH 78°54'41" EAST, AND A CHORD DISTANCE OF 8.43 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°09'22", A DISTANCE OF 8.49 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°30'39" EAST, A DISTANCE OF 29.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH 82°38'27" EAST, AND A CHORD DISTANCE OF 31.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'48", A DISTANCE OF 31.23 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 74°47'33" EAST, A DISTANCE OF 24.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, A CHORD BEARING OF NORTH 82°38'27" EAST, AND A CHORD DISTANCE OF 23.49 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'48", A DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°30'39" EAST, A DISTANCE OF 125.25 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 86°06'13" EAST, A DISTANCE OF 97.63 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 187.60 FEET; THENCE RUN NORTH 85°08'58" EAST, A DISTANCE OF 81.46 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 16.21 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 115.25 FEET; THENCE RUN NORTH 75°19'22" EAST, A DISTANCE OF 670.26 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE RUN SOUTH 07°25'37" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 658.07 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 73°14'06" WEST, A DISTANCE OF 1250.51 FEET; THENCE RUN NORTH 16°45'54" WEST, A

DISTANCE OF 161.64 FEET; THENCE RUN SOUTH $89^{\circ}43'34''$ WEST, A DISTANCE OF 132.94 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF NORTH $45^{\circ}16'26''$ WEST AND A CHORD DISTANCE OF 106.07 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, A DISTANCE OF 117.81 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH $00^{\circ}16'26''$ WEST, A DISTANCE OF 570.60 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH $44^{\circ}53'32''$ WEST AND A CHORD DISTANCE OF 35.12 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $89^{\circ}14'13''$, A DISTANCE OF 38.94 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

M/I HOMES PROPERTY

BUILDER 3 - EDGEWATER PHASE ED4

A PARCEL OF LAND BEING ALL OF LOT 80 AND A PORTION OF LOTS 48, 49, 64, 65, 66, 79, 81, 82, 95, AND 96, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, AND A PORTION OF LOTS 41, 56, 57, 72, 73, AND 88, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTION OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH $89^{\circ}49'01''$ EAST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH $00^{\circ}20'10''$ WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 409.13 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 178.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1262.50 FEET, A CHORD BEARING SOUTH $45^{\circ}08'13''$ EAST AND A CHORD DISTANCE OF 1781.17 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $89^{\circ}43'34''$, A DISTANCE OF 1977.09 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $00^{\circ}16'26''$ EAST, A DISTANCE OF 78.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $00^{\circ}16'26''$ EAST, A DISTANCE OF 79.70 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING OF NORTH $78^{\circ}54'41''$ EAST, AND A CHORD DISTANCE OF 8.43 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}09'22''$, A DISTANCE OF 8.49 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH $89^{\circ}30'39''$ EAST, A DISTANCE OF 29.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH $82^{\circ}38'27''$ EAST, AND A CHORD DISTANCE OF 31.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}41'48''$, A DISTANCE OF 31.23 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $74^{\circ}47'33''$ EAST, A DISTANCE OF 24.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, A CHORD BEARING OF NORTH $82^{\circ}38'27''$ EAST, AND A CHORD DISTANCE OF 23.49 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}41'48''$, A DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH $89^{\circ}30'39''$ EAST, A DISTANCE OF 125.25 FEET; THENCE RUN SOUTH $86^{\circ}06'13''$ EAST, A DISTANCE OF 97.63 FEET; THENCE RUN NORTH $89^{\circ}43'34''$ EAST, A DISTANCE OF 187.60 FEET; THENCE RUN NORTH $85^{\circ}08'58''$ EAST, A DISTANCE OF 81.46 FEET; THENCE RUN NORTH $89^{\circ}43'34''$ EAST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH $00^{\circ}16'26''$ WEST, A DISTANCE OF 16.21 FEET; THENCE RUN NORTH $89^{\circ}43'34''$ EAST, A

DISTANCE OF 115.25 FEET; THENCE RUN NORTH 75°19'22" EAST, A DISTANCE OF 670.26 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5529.58 FEET, A CHORD BEARING OF NORTH 16°07'53" WEST AND A CHORD DISTANCE OF 1673.64 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 17°24'31", A DISTANCE OF 1680.10 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 51°44'17" WEST, A DISTANCE OF 182.68 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, A CHORD BEARING OF SOUTH 61°03'07" WEST AND A CHORD DISTANCE OF 171.88 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°37'39", A DISTANCE OF 172.63 FEET; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 66.47 FEET; THENCE RUN SOUTH 65°24'45" WEST, A DISTANCE OF 75.28 FEET; THENCE RUN SOUTH 19°38'04" EAST, A DISTANCE OF 130.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 64°38'04" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 19°38'04" EAST, A DISTANCE OF 562.50 FEET; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 655.11 FEET; THENCE RUN SOUTH 16°37'09" EAST, A DISTANCE OF 56.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 27°07'42" WEST AND A CHORD DISTANCE OF 20.55 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°28'29", A DISTANCE OF 22.64 FEET; THENCE RUN SOUTH 64°41'38" WEST, A DISTANCE OF 51.83 FEET; THENCE RUN SOUTH 73°49'44" WEST, A DISTANCE OF 85.93 FEET; THENCE RUN SOUTH 70°35'03" WEST, A DISTANCE OF 24.98 FEET; THENCE RUN SOUTH 16°50'23" EAST, A DISTANCE OF 31.52 FEET; THENCE RUN SOUTH 73°13'37" WEST, A DISTANCE OF 77.57 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1312.50 FEET, A CHORD BEARING OF SOUTH 07°15'04" EAST AND A CHORD DISTANCE OF 318.87 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°57'16", A DISTANCE OF 319.66 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°16'26" EAST, A DISTANCE OF 78.97 FEET; THENCE RUN SOUTH 89°43'34" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT C-1

CDD INSURANCE REQUIREMENTS

1. The CDD, as applicable, shall obtain and maintain the following insurance:

(a) Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, \$1,000,000,00 personal and advertising injury, and \$2,000,000 product-completed operations aggregate, which shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement. The required limits may be achieved via a combination of primary, umbrella and/or excess liability policies provided that such umbrella and/or excess liability policies provide coverage no more restrictive than the underlying insurance;

2. Additional Insurance Requirements. The CDD, as applicable, shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, the CDD, will deliver to M/I Homes certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by M/I Homes, or failure of the CDD to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, the CDD will deliver to M/I Homes evidence of renewal.

(b) Within ten (10) days of written request by M/I Homes, the CDD shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-1 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to M/I Homes; and (ii) contain deductibles not greater than \$10,000 absent written approval from M/I Homes, and the CDD shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best and "A-" by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EXHIBIT C-2

CDD CONTRACTOR, SUBCONTRACTOR, CONSULTANT, MATERIALMEN AND VENDOR INSURANCE REQUIREMENTS

Prior to the commencement or performance of any work or services on the M/I Homes Property under this Agreement, the CDD shall cause each of its contractors, consultants, materialmen and vendors (as used herein, each is a “**Contractor**”) to procure and maintain throughout the term and thereafter as required herein, at their sole cost and expense, the insurance specified in this Exhibit C-2.

A. Additional Insureds. The following (collectively, the “**Additional Insureds**”) must be included as additional insureds under Contractor’s applicable insurance policies, on a primary and noncontributory basis:

(i) M/I Homes of Orlando LLC, and its respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees.

B. Required Coverages. Each Contractor shall maintain the following minimum insurance with respect to the work or services performed on the M/I Homes Property:

1. *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:

- a. has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate;
- b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor’s indemnity obligations under any applicable agreement;
- c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement

arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (e.g., if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);

- d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (e.g., a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and
- e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

Each Contractor shall maintain its products-completed operations coverage for the greater of three years after final completion of the work or the time during which a claim arising out of the work may be properly asserted under the applicable statute of limitations or repose (such applicable period, the “**Repose Period**”), and shall include the Additional Insureds as additional insureds during this period, on a primary and non-contributory basis.

2. *Automobile liability insurance*, covering vehicles owned by each Contractor and non-owned vehicles used by each Contractor or anyone for whose acts a Contractor is responsible, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Each Contractor shall cause the Additional Insureds to be included as additional insureds under this policy on a primary and non-contributory basis. If the work will involve hauling or transporting waste materials, hazardous material, hazardous substances or any other environmentally regulated substances that require a regulated manifest, Contractor shall also obtain CA-9948 and MCS-90 endorsements.

3. *Workers compensation and employers liability insurance* for all persons that perform work for a Contractor or anyone for whose conduct such Contractor is responsible. The workers’ compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than \$500,000 each employee – each accident, \$500,000 each employee – each disease, and \$500,000 policy limit.

4. *Commercial excess or umbrella liability insurance* with respect to each Contractor’s CGL, automobile, and employers liability insurance, with limits of no less than (1) for subcontractors, vendors and materialmen, \$2,000,000 per occurrence and in the annual aggregate, and (2) for general contractors, \$5,000,000 per occurrence and in the annual aggregate.

This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor's CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this provision is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.

5. *Professional liability insurance*, if the work includes any professional services, with limits of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. This insurance, if required, must be retroactive to the date of the commencement of the professional services and must be maintained for at least three years after final completion or the earlier termination of the applicable agreement.

6. *Contractors' pollution liability insurance* (or "contractor's pollution indemnity insurance") covering losses caused by pollution conditions that arise from the work, with limits of not less than \$1,000,000 per loss and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.

C. Insurance Requirements. Required Insurance must, unless otherwise agreed in writing, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the work, will be borne solely by Contractor, and Contractor shall reimburse Grantee for amounts paid by Grantee or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and others for damage occurring on or after the date on which the applicable agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-group members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$10,000 (or \$50,000 for professional liability) except with prior written approval.

D. Evidence of Insurance. The CDD Contractors shall provide to M/I Homes a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the work; (b) upon renewal or replacement of each required policy of insurance; and (c) upon written request from M/I Homes,

Contractor shall ensure that Required Insurance policies to provide M/I Homes with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that M/I Homes is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Failure to require Contractor to provide evidence of Required Insurance, or acceptance of evidence that indicates insurance that fails to satisfy any requirements herein, will not constitute a waiver of these requirements.

E. Minimum Limits. Any insurance limits required of contractors, consultants, or vendors herein are minimum limits only and shall not restrict the liability imposed on such party for work or services performed on the M/I Homes Property. The CDD shall have a written agreement with all contractors, consultants and vendors and such agreement shall set forth insurance requirements that meet or exceed those specified herein. The CDD shall require within the written agreement that the minimum limits of insurance required of contractor, consultant or vendor be equal to the greater of: (i) those required in this Schedule C-2; (ii) those indicated on the declaration page of the pertinent policy; or (iii) those as required by law. Notwithstanding anything to the contrary herein, provided that a contractor, consultant or vendor: (x) is not performing any structural construction work; and (y) is engaged for a contract with a value of \$50,000 or less; the CDD may approve insurance limits less than those required herein (but no less than \$1 million in commercial general liability insurance); provided that such approved limits are no less than those customarily required of vendors performing a similar scope of work or services. The CDD must obtain indemnification and hold harmless provisions in favor of M/I Homes. The CDD must obtain defense provisions in favor of M/I Homes except for professional liability.

EXHIBIT C-3
EDGEWATER INSURANCE REQUIREMENTS

1. Edgewater, as applicable, shall obtain and maintain the following insurance:

(a) Comprehensive general liability insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for personal injury and property damage, with M/I Homes being named as an additional insured.

2. Edgewater shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, Edgewater will deliver to M/I Homes certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by M/I Homes, or failure of Edgewater to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Edgewater will deliver to M/I Homes evidence of renewal.

(b) Within ten (10) days of written request by M/I Homes, Edgewater shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-3 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to M/I Homes; and (ii) contain deductibles not greater than \$10,000 absent written approval from M/I Homes, and Edgewater shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best and "A-" by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EXHIBIT C-4

M/I HOMES INSURANCE REQUIREMENTS

1. M/I Homes shall obtain and maintain the following insurance:

Comprehensive general liability insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for personal injury and property damage, with Edgewater being named as an additional insured.

2. M/I Homes shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, M/I Homes will deliver to Edgewater certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Edgewater, or failure of M/I Homes to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, M/I Homes will deliver to Edgewater evidence of renewal.

(b) Within ten (10) days of written request by Edgewater, M/I Homes shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-4 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Edgewater; and (ii) contain deductibles not greater than \$10,000 absent written approval from Edgewater, and M/I Homes shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best and "A-" by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4

PREPARED BY AND AFTER
RECORDING RETURN TO:

Heidi Boyles, Esq.
Greenspoon Marder LLP
201 E. Pine Street, Suite 500
Orlando, Florida 32801

TEMPORARY DEVELOPMENT EASEMENT AGREEMENT

This Temporary Development Easement Agreement (this “**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **Edgewater Property Holdings III, LLC**, a Delaware limited liability company (“**Edgewater**”), **Edgewater East Community Development**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (the “**CDD**”), and **Meritage Homes of Florida, Inc.**, a Florida corporation (“**Meritage**”).

RECITALS:

A. Edgewater is the record owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “A,” incorporated herein by this reference (the “**Edgewater Property**”).

B. Meritage is the owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “B,” incorporated herein by this reference (the “**Meritage Property**”), which Meritage Property Meritage acquired from Edgewater and is contiguous with the Edgewater Property.

C. Edgewater, Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, and Meritage are parties to that certain Contract for Sale and Purchase of Edgewater Parcels dated November 10, 2020 (as amended, the “**Purchase Agreement**”), relating to Meritage’s acquisition of the Edgewater Property from Edgewater in one or more phases.

D. Meritage has requested from Edgewater and Edgewater has agreed to grant unto Meritage a non-exclusive easement “in gross” over, across, through and under the Edgewater Property to facilitate Meritage’ development of (i) the Meritage Property, and (ii) at the option of Meritage, the Edgewater Property prior to the closing on Meritage’s acquisition of the Edgewater Property in accordance with the Purchase Agreement, all as more particularly set forth herein.

E. Edgewater and the CDD have requested from Meritage and Meritage has agreed to grant unto Edgewater and the CDD a non-exclusive easement over, across, through and under the Meritage Property for purposes of (i) constructing and installing an interconnected master storm water pond system; (ii) performing embankment grading associated with construction of

the interconnected master storm water pond system; and (iii) constructing and installing a master lift station and associated force mains, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of the mutual covenants herein contained, and for other valuable and good consideration in hand paid by each party to the other, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties agrees as follows:

1. Grant of Easements.

1.1 By Edgewater to Meritage. Edgewater hereby grants unto Meritage a non-exclusive easement over, across, through and under the Edgewater Property for the following purposes (collectively, the “**Meritage Easements and Rights**”):

(i) In connection with and during the development of the Meritage Property, Meritage shall be entitled to stage construction and landscape materials on the Edgewater Property within a specifically designated staging area, the size and location of which shall be pre-approved by Edgewater in writing prior to commencement of any such staging activity.

(ii) Meritage shall be entitled, at its option and at its sole cost and expense, to perform grading (subject to subparagraph (c) below), install paving and install utility lines and other infrastructure on the Edgewater Property (the “**Meritage Improvements**”), provided that, (a) any such Meritage Improvements shall be made in strict compliance with the Edgewater Permits and Approvals (as defined in the Purchase Agreement); (b) Meritage shall notify Edgewater in writing no less than two (2) business days prior to the commencement of any work associated with the Meritage Improvements; (c) no such work associated with the Meritage Improvements shall cause a deficiency of fill material for the Edgewater Property; and (d) in the event that Meritage fails to close on the acquisition of the Edgewater Property in accordance with the Purchase Agreement, Edgewater shall have no obligation to reimburse Meritage for the cost of the Meritage Improvements. Except for the Meritage Improvements, Meritage shall not construct or install any other improvements, facilities or structures on, under or across the Edgewater Property without Edgewater’s prior written consent, which consent Edgewater may withhold in its sole and absolute discretion. In the event that Edgewater consents to the construction or installation of any such additional improvements, facilities or structures on the Edgewater Property, such improvements, facilities or structures shall be deemed to be included within the definition of “Meritage Improvements” for all purposes under this Agreement.

In connection with the foregoing easements, Meritage shall be entitled, at its option and at its sole cost and expense, to proceed with and obtain approval from Osceola County of the plat for the Edgewater Property, provided that the plat (x) contains the size and number of lots contemplated by the Purchase Agreement, together with the roads and common areas contained therein; (y) substantially complies with the Edgewater Permits and Approvals (as defined in the Purchase Agreement); and (z) shall not be recorded until after the closing on Meritage’s acquisition of the applicable portion of the Edgewater Property in accordance with the Purchase Agreement.

1.2 By Meritage to Edgewater and the CDD. Meritage hereby grants unto Edgewater and the CDD a non-exclusive easement over, across, through and under the Meritage Property, as applicable and in accordance with the civil engineering plans approved by Osceola County (the “SDP”), for purposes of (collectively, the “**Edgewater and CDD Easements and Rights**”):

(i) Constructing and installing an interconnected master storm water pond system on the Meritage Property.

(ii) Performing embankment grading associated with construction of the interconnected master storm water pond system on the Meritage Property.

(iii) Constructing and installing a master lift station and associated force mains on the Meritage Property.

The work and improvements listed in subparagraphs (i) through (iii) above shall be referred to herein collectively, as the “**SDP Improvements.**”

2. Term.

2.1 Meritage Easement and Rights. The Meritage Easements and Rights granted hereunder shall automatically terminate on the *earlier* of (i) the date upon which Meritage closes on the acquisition of the Edgewater Property under the Purchase Agreement; and (ii) the date upon which the Purchase Agreement is terminated in accordance with its terms.

2.2 Edgewater and CDD Easements and Rights. The Edgewater and CDD Easements and Rights granted hereunder shall automatically terminate on the date that the last of items listed in Section 1.2(i)-(iii) has been completed and approved by the applicable governmental agency in accordance with the SDP.

3. Improvements.

3.1 Meritage Improvements. Meritage shall, with the reasonable cooperation of Edgewater (provided that Edgewater shall not incur any costs, liabilities or obligations in connection with such reasonable cooperation), ensure that all necessary permits and approvals relating to the Meritage Improvements are obtained. The Meritage Improvements shall be constructed in a good and workman like manner and condition and in accordance with all applicable governmental requirements, laws, codes, ordinances, rules, regulations and restrictions (collectively, “**Applicable Laws**”), free and clear of all liens (including mechanic’s liens) and encumbrances. Upon request by Edgewater, Meritage shall deliver to Edgewater evidence of payment and partial and/or final lien waivers, as applicable, for all work started/completed as of the date of Edgewater’s request. If a lien is recorded against the Edgewater Property in connection with the construction of the Meritage Improvements or as a result of any action or inaction of Meritage or its agents, representatives or contractors, Meritage shall cause the release of such lien or the transfer of such lien to a bond within thirty (30) days after the recordation thereof.

3.2 SDP Improvements. Edgewater and/or the CDD shall, as applicable, shall obtain all necessary permits and approvals relating to the SDP Improvements and shall construct the SDP Improvements in a good and workman like manner and condition in accordance with all Applicable Laws, free and clear of any liens or encumbrances (including mechanic's liens). Upon Meritage's request, deliver evidence of payment and lien waivers. If a lien is recorded against the Meritage Property in connection with the construction of the SDP Improvements or as a result of any action or inaction of Edgewater or the CDD, or their agents, representatives or contractors, Edgewater or the CDD, as applicable, shall cause the release of such lien or the transfer of such lien to a bond within thirty (30) days after the recordation thereof.

4. Maintenance.

4.1 Edgewater Property and Meritage Improvements At all times during which Meritage is staging or conducting any work on the Edgewater Property, Meritage shall, at its sole cost and expense, maintain and repair in accordance with all Applicable Laws that portion of the Edgewater Property upon which any such staging or work is being done, together with any Meritage Improvements. If Meritage fails to undertake the maintenance and repair obligations described in this Section 4.1, Edgewater shall have all rights and remedies available to it at law and in equity.

4.2 SDP Improvements and Meritage Property. At all times during which Edgewater or the CDD is conducting any work on the Meritage Property, Edgewater or the CDD, as applicable, shall, at its sole cost and expense, maintain and repair in accordance with all Applicable Laws that portion of the Meritage Property upon which any such work is being done, together with any of the SDP Improvements. If Edgewater or the CDD fails to undertake the maintenance and repair obligations described in this Section 4.2, Meritage shall have all rights and remedies available to it at law and in equity.

5. Indemnification and Insurance.

5.1 The CDD shall carry insurance complying with the provisions of **Exhibit C-1** attached hereto. The CDD shall contractually require all contractors, sub-contractors, employees or materialmen performing work for the CDD on the Meritage Property shall at all times maintain insurance at least in the amounts and with the requirements set forth in **Exhibit C-2** attached hereto. The CDD shall contractually require any contractors, sub-contractors, employees or materialmen to provide Meritage with a certificate or certificates of insurance evidencing compliance with the requirements of **Exhibit C-2**. The CDD shall provide an insurance certificate evidencing compliance with this section to Meritage prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen on the Meritage Property.

5.2 Edgewater, as applicable, shall carry insurance complying with the provisions of **Exhibit C-3** attached hereto. Edgewater shall provide an insurance certificate evidencing compliance with this section to Meritage prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen on the Meritage Property.

5.3 Meritage shall carry insurance complying with the provisions of **Exhibit C-4** attached hereto. Meritage shall provide an insurance certificate evidencing compliance with this section to Edgewater prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen on the Edgewater Property.

5.4 Meritage hereby releases and agrees to indemnify, defend, and hold harmless Edgewater and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “**Edgewater Indemnitees**”) and the CDD and its representatives, agents, employees, supervisors, engineer’s, attorneys and officers (the “**CDD Indemnitees**”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the Edgewater Property by Meritage, except to the extent that any losses, damages, costs, expenses, liens, claims, suits and liabilities result from or arise out of the grossly negligent acts or omissions or willful misconduct of any of the Edgewater Indemnitees or the CDD Indemnitees. The indemnity contained herein shall survive any termination of this Agreement.

5.5 Edgewater hereby releases and agrees to indemnify, defend, and hold harmless Meritage and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “**Meritage Indemnitees**”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the Meritage Property by Edgewater, except to the extent that any losses, damages, costs, expenses, liens, claims, suits and liabilities result from or arise out of the grossly negligent acts or omissions or willful misconduct of the Meritage Indemnitees. The indemnity contained herein shall survive any termination of this Agreement.

5.6 To the extent permitted by law and without waiving any of the privileges or immunities afforded to the CDD under Florida law, the CDD hereby releases and agrees to indemnify and hold harmless Meritage and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “**Meritage Indemnitees**”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the Meritage Property by the CDD, except to the extent that any losses, damages, costs, expenses, liens, claims, suits and liabilities result from or arise out of the negligent acts or omissions or willful misconduct of the Meritage Indemnitees. The indemnity contained herein shall survive any termination of this Agreement. Notwithstanding anything contained herein to the contrary, nothing in this Agreement shall be deemed as a waiver of the CDD’s sovereign immunity or the CDD’s limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law

5.7 Meritage shall be solely responsible for the repair, maintenance, replacement and/or restoration of any damage to the Edgewater Property or any of the improvements thereon caused by any construction, maintenance, repair, replacement and/or any other work performed by Meritage and/or its agents on the Edgewater Property, and Meritage shall, at its sole cost and expense, promptly and diligently repair, replace and/or restore the Edgewater Property and any of the improvements thereon to the condition that existed immediately prior to any such construction, maintenance, repair, replacement and/or any other work performed by Meritage (subject to modifications made to the Edgewater Property as a result of the construction and/or installation of the Meritage Improvements), with any and all such work being performed promptly, diligently, and in compliance with all Applicable Laws.

5.8 Edgewater and the CDD, as applicable, shall be solely responsible for the repair, maintenance, replacement and/or restoration of any damage to the Meritage Property or any of the improvements thereon caused by any construction, maintenance, repair, replacement and/or any other work performed by Edgewater, the CDD and/or its agents on the Meritage Property, and Edgewater or the CDD, as applicable, shall, at its sole cost and expense, promptly and diligently repair, replace and/or restore the Meritage Property and any of the improvements thereon to the condition that existed immediately prior to any such construction, maintenance, repair, replacement and/or any other work performed by Edgewater or the CDD (subject to modifications made to the Meritage Property as a result of the construction and/or installation of the SDP Improvements), with any and all such work being performed promptly, diligently, and in compliance with all Applicable Laws.

6 Amendment, Binding Effect. This Agreement may not be amended except by a written document executed by Edgewater, the CDD and Meritage. The Meritage Easements and Rights shall run with the title to the Edgewater Property and shall be “in gross” for the benefit of Meritage. The Edgewater and CDD Easements and Rights shall run with the title to the Meritage Property and shall be “in gross” for the benefit of Edgewater and the CDD. It is the intention of the parties that the Meritage Easements and Rights and the Edgewater and CDD Easements and Rights granted herein shall be for the sole use and benefit of Meritage and Edgewater and the CDD, respectively, and will be strictly limited to and for the purposes expressed herein.

7 No Dedication. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Edgewater Property or the Meritage Property to the general public or for any public use or public purpose whatsoever.

8 Matters of Record. The easements herein granted are subject to all matters of record affecting the Edgewater Property and the Meritage Property, as the same may be amended from time to time.

9 “AS IS” Condition. Meritage, Edgewater and the CDD accept the respective easements granted herein based on the “AS IS” physical condition of the Meritage Property and the Edgewater Property, respectively.

10 No Liability. Neither Edgewater, the CDD nor Meritage shall have any obligation to provide security with respect to or over any portion of the Edgewater Property or the Meritage Property. All persons entering and using the Edgewater Property and the Meritage Property under this Agreement shall enter and use the same at their own risk and cost. Neither Edgewater, the CDD nor Meritage shall have any liability to any person or entity with respect to any act, event, occurrence, conduct or criminal offense arising on or about the Edgewater Property or the Meritage Property, respectively, including such acts, events, occurrences, conduct or criminal offenses which may result in personal or bodily injury or property damage to others.

11 Enforcement. In the event that any party defaults under the terms, provisions or obligations of this Agreement and such default is not cured within thirty (30) after written notice thereof (provided, however, if such failure cannot reasonably be cured within thirty (30) days, and the defaulting party, within such thirty (30) day period, shall have commenced and thereafter continued diligently to prosecute the cure of such failure, said failure shall not constitute a default hereunder), then, in addition to any other remedies set forth in this Agreement, the non-defaulting party shall have all rights and remedies available at law or in equity for the redress of such default.

12 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

13 Time of Essence. Time shall be of the essence as to all covenants, terms and conditions in this Agreement.

14 Incorporation of Recitals; Exhibits. The recitals set forth above are incorporated herein by this reference. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

15 Attorneys' Fees; Venue and Jurisdiction. In the event of litigation or arbitration to enforce this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and costs actually incurred, including at any appellate level. The parties hereby agree that the proper venue for any actions or proceedings pursuant to this Agreement, brought by or on the behalf of any of the parties to this Agreement, shall be heard in the courts of Osceola County, Florida. All parties waive any objections to the jurisdiction of said courts and hereby consent to its jurisdiction.

16 Counterparts. The parties hereto acknowledge and agree that this Agreement may be executed in several counterparts, each of which shall be effective as and shall constitute an original instrument binding on the part or parties signing same. It shall not be necessary that each party execute all copies of this Agreement, provided that each party has executed at least one copy.

17 Estoppel. Each party herein shall, from time to time during the term of this Agreement, upon request of the other party herein, execute, acknowledge, and deliver to the requesting party (or its designee) a statement in writing, certifying (a) that this Agreement is

unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications); (b) whether there are any uncured defaults hereunder by such party or, to such party's actual knowledge, by the requesting party; (c) whether any sums are owed by either party herein to the other hereunder; and (d) such other information as may be reasonably required by the requesting party.

18 Authority. Edgewater warrants and represents that the individual(s) signing this Agreement on behalf of Edgewater have full power and authority to execute and deliver this Agreement and bind Edgewater. Meritage warrants and represents that the individual(s) signing this Agreement on behalf of Meritage have full power and authority to execute and deliver this Agreement and bind Meritage. The CDD warrants and represents that the individual(s) signing this Agreement on behalf of the CDD have full power and authority to execute and deliver this Agreement and bind the CDD.

19 Waiver of Jury Trial. EACH OF THE PARTIES INTENTIONALLY, VOLUNTARILY, AND KNOWINGLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER APPLIES TO ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS AND PROCEEDINGS.

20 Notices All notices or other communications required or desired to be given or made pursuant hereto, or for the purposes of invoking or enforcing any of the provisions hereof, shall be in writing and be either: (a) personally delivered (including delivery by federal express or other courier service); (b) sent via electronic mail (if an email is provided for such party), provided if the notice is of a default hereunder, then such email notice shall be followed by a hard copy sent by method a or c set forth in this paragraph; or (c) sent by certified mail, return receipt requested, postage prepaid. All notices or other communications shall be addressed as follows:

As to Edgewater: c/o Westport Capital Partners
300 Atlantic Street, Suite 1110
Stamford, CT 06901
Attn: Marc Porosoff and
Jordan Socaransky
Email: mporosoff@westportcp.com
jsocaransky@westportcp.com

copy to: BTI Partners LLC
401 East Las Olas Blvd.
Suite 1870
Fort Lauderdale, FL 33301
Attn: Noah Breakstone
Email: nbreakstone@btipartners.com

copy to: Greenspoon Marder LLP
201 East Pine Street Suite 500

Orlando, FL 32801
Attn: Heidi Boyles, Esq.
Email: Heidi.boyles@gmlaw.com

As to the CDD: Edgewater East Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell

copy to: Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert

As to Meritage: Meritage Homes of Florida, Inc.
5337 Millenia Lakes Blvd. #235
Orlando, FL 32839
Attn: Adam Schott
E-Mail: adam.schott@meritagehomes.com

copy to: Meritage Homes
8800 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attn: Mel Faraoni
E-mail: Not applicable for notices

Dean, Mead, Egerton, Bloodworth, Capouano &
Bozarth
420 S. Orange Avenue, Suite 700
Orlando, Florida 32801
Attn: David P. Barker, Esq.
E-mail: dbarker@deanmead.com

or to such other addresses as the Parties may hereafter designate by written notice to the others. All notices or other communications shall be deemed given hereunder on the earlier of: (i) actual receipt; (ii) upon transmission if sent via electronic mail (if an email address is provided for such party); or (iii) actual receipt after being deposited in the United States mail in accordance with the foregoing, except for notices of change of address which shall be deemed given upon actual receipt by the other Party, or (iv) one (1) Business Day after timely deposit (posted paid) with Federal Express or similar national overnight courier service.

21 Effective Date. The effective date of this Agreement shall be the date upon which the last of Edgewater, the CDD, and Meritage have executed same.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Temporary Development Easement Agreement has been duly executed as of the dates set forth in the signature blocks below.

EDGEWATER:

EDGEWATER PROPERTY HOLDINGS III, LLC, a Delaware limited liability company

By: _____

Name: Jordan Socaransky

Title: Vice President

Date: _____

By: _____

Name: Marc Porosoff

Title: Vice President and Secretary

Date: _____

[NOTARY ACKNOWLEDGEMENT FOR EDGEWATER ON NEXT PAGE]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by Marc Porosoff, as Vice President and Secretary of Edgewater Property Holdings III, LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by Jordan Socaransky, as Vice President of Edgewater Property Holdings III, LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

MERITAGE:

MERITAGE HOMES OF FLORIDA, INC., a
Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
202____, by means of physical presence or online notarization, by _____, as
_____ of Meritage Homes of Florida, Inc., a Florida corporation. He/She is
personally known to me or has produced _____ as
identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CDD:

Edgewater East Community Development District

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 202___, by means of physical presence or online notarization, by _____, as _____ of Edgewater East Community Development District, a _____. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

EXHIBIT A

EDGEWATER PROPERTY

EDGEWATER ED-4

A PARCEL OF LAND BEING ALL OF LOT 3 AND A PORTION OF LOTS 2, 14 AND 15, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, AND A PORTION OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°49'01" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°20'10" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.95 FEET TO THE NORTHWEST CORNER OF LOT 52, OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8; THENCE RUN SOUTH 89°44'21" EAST, ALONG THE NORTH LINE OF SAID LOT 52, A DISTANCE OF 643.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 52; THENCE RUN NORTH 00°18'45" WEST, ALONG THE WEST LINE OF LOTS 46, 35, 30, 19 AND 14 OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8, A DISTANCE OF 1545.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°18'45" WEST, ALONG THE WEST LINE OF AFORESAID LOTS 14 AND 3, A DISTANCE OF 411.83 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 3; THENCE RUN NORTH 48°59'04" EAST, A DISTANCE OF 30.18 FEET; THENCE RUN NORTH 00°11'18" WEST, A DISTANCE OF 330.04 FEET; THENCE RUN NORTH 89°30'18" WEST, A DISTANCE OF 667.59 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°11'18" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 146.08 FEET; THENCE RUN NORTH 89°36'48" EAST, A DISTANCE OF 72.12 FEET; THENCE RUN NORTH 00°23'12" WEST, A DISTANCE OF 98.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1055.93 FEET, A CHORD BEARING OF NORTH 11°38'03" EAST AND A CHORD DISTANCE OF 439.82 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°02'29", A DISTANCE OF 443.07 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 23°39'18" EAST, A DISTANCE OF 28.83 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD 91); THENCE RUN SOUTH 50°40'48" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 610.79 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5604.58 FEET, A CHORD BEARING OF SOUTH 48°45'14" EAST AND A CHORD DISTANCE OF 376.75 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°51'08", A DISTANCE OF 376.82 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 42°46'53" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 943.27 FEET; THENCE DEPARTING SAID RIGHT OF WAY, RUN SOUTH 47°13'07" WEST, A DISTANCE OF 129.28 FEET; THENCE RUN SOUTH 89°41'15" WEST, A DISTANCE OF 101.69 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING OF SOUTH 10°55'09" WEST AND A CHORD DISTANCE OF 7.57 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°28'10", A DISTANCE OF 7.57 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 12°39'14" WEST, A DISTANCE OF 31.83 FEET; THENCE RUN SOUTH 89°41'15" WEST, A DISTANCE OF 239.67 FEET; THENCE RUN SOUTH

85°02'32" WEST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 89°41'15" WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 65°35'33" WEST AND A CHORD DISTANCE OF 12.25 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 12.62 FEET; THENCE RUN SOUTH 89°41'15" WEST, A DISTANCE OF 183.82 FEET TO THE POINT OF BEGINNING

EXHIBIT B

MERITAGE PROPERTY

BUILDER 1A - EDGEWATER PHASE ED-4

A PARCEL OF LAND BEING ALL OF LOTS 5, 12, 21, 28, 37 AND 44, AND A PORTION OF LOTS 6, 11, 22, 27, 38, 43, 53 AND 54, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°40'05" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°20'10" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 458.98 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, A DISTANCE OF 37.79 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1087.50 FEET, A CHORD BEARING OF NORTH 74° 32' 07" WEST AND A CHORD DISTANCE OF 579.95 FEET, THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 55' 46", A DISTANCE OF 587.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF SOUTH 27° 07' 32" WEST AND A CHORD DISTANCE OF 28.77 FEET, THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14° 30' 00", A DISTANCE OF 28.85 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 34° 22' 32" WEST, A DISTANCE OF 21.33 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS OF 1137.50 FEET, A CHORD BEARING OF NORTH 57° 08' 11" WEST AND A CHORD DISTANCE OF 78.03 FEET, THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 55' 52", A DISTANCE OF 78.04 FEET; THENCE RUN NORTH 34° 22' 32" EAST, A DISTANCE OF 23.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEASTERLY, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH 41° 07' 14" EAST AND A CHORD DISTANCE OF 26.78 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 29' 23"; A DISTANCE OF 26.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1087.50 FEET, A CHORD BEARING OF NORTH 27° 50' 22" WEST, AND A CHORD DISTANCE OF 1003.51 FEET, THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 57' 10", A DISTANCE OF 1043.03 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00° 21' 47" WEST, A DISTANCE OF 74.22 FEET; THENCE RUN SOUTH 89° 38' 13" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 00° 21' 47" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 89° 38' 13" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 00° 21' 47" WEST, A DISTANCE OF 905.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID POINT BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF ROAD A CONNECTOR PER OFFICIAL RECORDS BOOK 4249, PAGE 2879, HAVING A RADIUS OF 1280.00 FEET, A CHORD BEARING OF NORTH 78° 58' 36" EAST AND A CHORD DISTANCE OF 398.06 FEET, THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTH RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 17° 53' 27", A DISTANCE OF 399.69 FEET TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, SAID LINE ALSO BEING THE CENTERLINE OF CLAY WHALEY ROAD; THENCE RUN SOUTH 89°36'17" EAST ALONG SAID LINE, A DISTANCE OF 728.28 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AFORESAID KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN SOUTH 00°20'10" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2180.95 FEET TO THE POINT OF BEGINNING.

EXHIBIT C-1

CDD INSURANCE REQUIREMENTS

1. The CDD, as applicable, shall obtain and maintain the following insurance:

(a) Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, \$1,000,000,00 personal and advertising injury, and \$2,000,000 product-completed operations aggregate, which shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement. The required limits may be achieved via a combination of primary, umbrella and/or excess liability policies provided that such umbrella and/or excess liability policies provide coverage no more restrictive than the underlying insurance;

2. Additional Insurance Requirements. The CDD, as applicable, shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, the CDD, will deliver to Meritage certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Meritage, or failure of the CDD to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, the CDD will deliver to Meritage evidence of renewal.

(b) Within ten (10) days of written request by Meritage, the CDD shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-1 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Meritage; and (ii) contain deductibles not greater than \$10,000 absent written approval from Meritage, and the CDD shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best

and “A-” by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EXHIBIT C-2

CDD CONTRACTOR, SUBCONTRACTOR, CONSULTANT, MATERIALMEN AND VENDOR INSURANCE REQUIREMENTS

Prior to the commencement or performance of any work or services on the Meritage Property under this Agreement, the CDD shall cause each of its contractors, consultants, materialmen and vendors (as used herein, each is a “**Contractor**”) to procure and maintain throughout the term and thereafter as required herein, at their sole cost and expense, the insurance specified in this Exhibit C-2.

A. Additional Insureds. The following (collectively, the “**Additional Insureds**”) must be included as additional insureds under Contractor’s applicable insurance policies, on a primary and noncontributory basis:

(i) Meritage of Orlando LLC, and its respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees.

B. Required Coverages. Each Contractor shall maintain the following minimum insurance with respect to the work or services performed on the Meritage Property:

1. *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:

- a. has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate;
- b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor’s indemnity obligations under any applicable agreement;
- c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar

exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (*e.g.*, if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);

- d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (*e.g.*, a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and
- e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

Each Contractor shall maintain its products-completed operations coverage for the greater of three years after final completion of the work or the time during which a claim arising out of the work may be properly asserted under the applicable statute of limitations or repose (such applicable period, the “**Repose Period**”), and shall include the Additional Insureds as additional insureds during this period, on a primary and non-contributory basis.

2. *Automobile liability insurance*, covering vehicles owned by each Contractor and non-owned vehicles used by each Contractor or anyone for whose acts a Contractor is responsible, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Each Contractor shall cause the Additional Insureds to be included as additional insureds under this policy on a primary and non-contributory basis. If the work will involve hauling or transporting waste materials, hazardous material, hazardous substances or any other environmentally regulated substances that require a regulated manifest, Contractor shall also obtain CA-9948 and MCS-90 endorsements.

3. *Workers compensation and employers liability insurance* for all persons that perform work for a Contractor or anyone for whose conduct such Contractor is responsible. The workers’ compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than \$500,000 each employee – each accident, \$500,000 each employee – each disease, and \$500,000 policy limit.

4. *Commercial excess or umbrella liability insurance* with respect to each Contractor’s CGL, automobile, and employers liability insurance, with limits of no less than (1) for subcontractors, vendors and materialmen, \$2,000,000 per occurrence and in the annual aggregate, and (2) for general contractors, \$5,000,000 per occurrence and in the annual aggregate. This insurance must be at least as broad as the underlying coverages, must be

maintained for the Repose Period, must (with respect to Contractor's CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this provision is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.

5. *Professional liability insurance*, if the work includes any professional services, with limits of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. This insurance, if required, must be retroactive to the date of the commencement of the professional services and must be maintained for at least three years after final completion or the earlier termination of the applicable agreement.

6. *Contractors' pollution liability insurance* (or "contractor's pollution indemnity insurance") covering losses caused by pollution conditions that arise from the work, with limits of not less than \$1,000,000 per loss and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.

C. Insurance Requirements. Required Insurance must, unless otherwise agreed in writing, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the work, will be borne solely by Contractor, and Contractor shall reimburse Grantee for amounts paid by Grantee or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and others for damage occurring on or after the date on which the applicable agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-group members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$10,000 (or \$50,000 for professional liability) except with prior written approval.

D. Evidence of Insurance. The CDD Contractors shall provide to Meritage a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the work; (b)

upon renewal or replacement of each required policy of insurance; and (c) upon written request from Meritage, Contractor shall ensure that Required Insurance policies to provide Meritage with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that Meritage is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Failure to require Contractor to provide evidence of Required Insurance, or acceptance of evidence that indicates insurance that fails to satisfy any requirements herein, will not constitute a waiver of these requirements.

E. Minimum Limits. Any insurance limits required of contractors, consultants, or vendors herein are minimum limits only and shall not restrict the liability imposed on such party for work or services performed on the Meritage Property. The CDD shall have a written agreement with all contractors, consultants and vendors and such agreement shall set forth insurance requirements that meet or exceed those specified herein. The CDD shall require within the written agreement that the minimum limits of insurance required of contractor, consultant or vendor be equal to the greater of: (i) those required in this Schedule C-2; (ii) those indicated on the declaration page of the pertinent policy; or (iii) those as required by law. Notwithstanding anything to the contrary herein, provided that a contractor, consultant or vendor: (x) is not performing any structural construction work; and (y) is engaged for a contract with a value of \$50,000 or less; the CDD may approve insurance limits less than those required herein (but no less than \$1 million in commercial general liability insurance); provided that such approved limits are no less than those customarily required of vendors performing a similar scope of work or services. The CDD must obtain indemnification and hold harmless provisions in favor of Meritage. The CDD must obtain defense provisions in favor of Meritage except for professional liability.

EXHIBIT C-3
EDGEWATER INSURANCE REQUIREMENTS

1. Edgewater, as applicable, shall obtain and maintain the following insurance:

(a) Comprehensive general liability insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for personal injury and property damage, with Meritage being named as an additional insured.

2. Edgewater shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, Edgewater will deliver to Meritage certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Meritage, or failure of Edgewater to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Edgewater will deliver to Meritage evidence of renewal.

(b) Within ten (10) days of written request by Meritage, Edgewater shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-3 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Meritage; and (ii) contain deductibles not greater than \$10,000 absent written approval from Meritage, and Edgewater shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best and "A-" by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EXHIBIT C-4

M/I HOMES INSURANCE REQUIREMENTS

1. Meritage shall obtain and maintain the following insurance:

Comprehensive general liability insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for personal injury and property damage, with Edgewater being named as an additional insured.

2. Meritage shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, Meritage will deliver to Edgewater certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Edgewater, or failure of Meritage to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Meritage will deliver to Edgewater evidence of renewal.

(b) Within ten (10) days of written request by Edgewater, Meritage shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-4 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Edgewater; and (ii) contain deductibles not greater than \$10,000 absent written approval from Edgewater, and Meritage shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best and "A-" by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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PREPARED BY AND AFTER
RECORDING RETURN TO:

Heidi Boyles, Esq.
Greenspoon Marder LLP
201 E. Pine Street, Suite 500
Orlando, Florida 32801

TEMPORARY DEVELOPMENT EASEMENT AGREEMENT

This Temporary Development Easement Agreement (this “**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC (“**Edgewater Property**”), Edgewater Property Holdings III, LLC, a Delaware limited liability company (“**Edgewater III**,” and together with Edgewater Property, “**Edgewater**”), Edgewater East Community Development, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (the “**CDD**”) and JCH CP, LLC, a Florida limited liability company (“**JCH**”).

RECITALS:

A. Edgewater is the record owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “A-1” attached hereto and incorporated herein by this reference (the “**Edgewater Property 1**”) and Exhibit “A-2” attached hereto and incorporated herein by this reference (the “**Edgewater Property 2**”).

B. JCH is the owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “B,” incorporated herein by this reference (the “**JCH Property**”), which JCH Property is contiguous with the Edgewater Property 1 and the Edgewater Property 2.

C. Edgewater and JCH are parties to that certain Contract for Sale and Purchase of Edgewater Parcels dated September 30, 2020 (the “**Purchase Agreement**”), relating to JCH’s acquisition of the Edgewater Property from Edgewater.

D. JCH has requested from Edgewater and Edgewater has agreed to grant unto JCH a non-exclusive easement “in gross” over, across, through and under (i) the Edgewater Property 1 to facilitate JCH’s development of (x) the JCH Property and (y) at the option of JCH, the Edgewater Property 1 prior to the closing on JCH’s acquisition of the Edgewater Property 1 in accordance with the Purchase Agreement; (ii) the Edgewater Property 2 as necessary in order to complete certain infrastructure improvements JCH is required and/or elects to install on the JCH Property in accordance with the Seller’s Permits and Approvals, all as more particularly set forth herein.

E. Edgewater and the CDD have requested from JCH and JCH has agreed to grant unto Edgewater and the CDD a non-exclusive easement over, across, through and under the JCH

Property for purposes of (i) constructing and installing an interconnected master storm water pond system; (ii) performing embankment grading associated with construction of the interconnected master storm water pond system; and (iii) constructing and installing a master lift station and associated force mains, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of the mutual covenants herein contained, and for other valuable and good consideration in hand paid by each party to the other, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties agree as follows:

1. Grant of Easements.

1.1 By Edgewater to JCH.

A. Over the Edgewater Property 1. Edgewater hereby grants unto JCH a non-exclusive easement over, across, through and under the Edgewater Property 1 for the following purposes (collectively, the “**JCH Edgewater Property 1 Easement**”):

(i) In connection with and during the development of the JCH Property, JCH shall be entitled to stage construction and landscape materials (including, without limitation, one (1) or more construction trailers) on the Edgewater Property 1 within a specifically designated staging area, the size and location of which shall be pre-approved by Edgewater in writing prior to commencement of any such staging activity.

(ii) JCH shall be entitled, at its option and at its sole cost and expense, to perform grading (subject to clause (c) below), install paving and install utility lines and other infrastructure on the Edgewater Property 1 (the “**JCH Parcel 2 Improvements**”), provided that, (a) any such JCH Parcel 2 Improvements shall be made in strict compliance with the Edgewater Permits and Approvals (as defined in the Purchase Agreement); (b) JCH shall notify Edgewater in writing no less than two (2) business days prior to the commencement of any work associated with the JCH Parcel 2 Improvements; (c) no such work associated with the JCH Parcel 2 Improvements shall cause or result in a deficiency of fill material for the Edgewater Property; and (d) in the event that JCH fails to close on the acquisition of the Edgewater Property in accordance with the Purchase Agreement, Edgewater shall have no obligation to reimburse JCH for the cost of the JCH Parcel 2 Improvements; provided, however, if such failure to close on the acquisition of the Edgewater Property was the result of an Edgewater default under the Purchase Agreement, then within ninety (90) days of such failure to close Edgewater shall be obligated to reimburse JCH for all actual costs incurred by JCH in connection with the JCH Parcel 2 Improvements. Except for the JCH Parcel 2 Improvements, JCH shall not construct or install any other improvements, facilities or structures on, under or across the Edgewater Property without Edgewater’s prior written consent, which consent Edgewater may withhold in its sole and absolute discretion. In the event that Edgewater consents to the construction or installation of any such additional improvements, facilities or structures on the Edgewater Property, such improvements, facilities or structures shall be deemed to be included within the definition of “JCH Parcel 2 Improvements” for all purposes under this Agreement.

In connection with the foregoing easements, JCH shall be entitled, at its option and at its sole cost and expense, to proceed with and obtain approval from Osceola County of the plat for the Edgewater Property 1, provided that the plat: (x) contains the size and number of lots contemplated by the Purchase Agreement, together with the roads and common areas contained therein; (y) substantially complies with the Edgewater Permits and Approvals (as defined in the Purchase Agreement); and (z) shall not be recorded until after the closing on JCH' acquisition of the Edgewater Property 1 in accordance with the Purchase Agreement.

B. Over Edgewater Property 2. Edgewater hereby grants unto JCH a non-exclusive easement over, across, through and under Edgewater Property 2 (the “**JCH Edgewater Property 2 Easement**”) as necessary to complete certain infrastructure improvements (the “**JCH Infrastructure Improvements**”) that JCH is required and/or elects to install in accordance with the Seller's Permits and Approvals on (i) the JCH Property; and (ii) if and when JCH closes on the acquisition of the Edgewater Property 1, the Edgewater Property 1.

1.2 By JCH to Edgewater and the CDD. JCH hereby grants unto Edgewater and the CDD a non-exclusive easement over, across, through and under the JCH Property, as applicable and in accordance with the civil engineering plans approved by Osceola County (the “**SDP**”), for purposes of (collectively, the “**Edgewater and CDD Easements and Rights**”):

(i) Constructing and installing an interconnected master storm water pond system on the JCH Property.

(ii) Performing embankment grading associated with construction of the interconnected master storm water pond system on the JCH Property.

(iii) Constructing and installing a master lift station and associated force mains on the JCH Property.

The work and improvements listed in subparagraphs (i) through (iii) above shall be referred to herein collectively, as the “**SDP Improvements**.”

2. Term.

2.1 JCH Edgewater Property 1 Easements and Rights. The JCH Edgewater Property 1 Easements and Rights granted hereunder shall automatically terminate on the *earlier* of (i) the date upon which JCH closes on the acquisition of the Edgewater Property 1 under the Purchase Agreement; or (ii) the date upon which the Purchase Agreement is terminated in accordance with its terms.

2.2 JCH Edgewater Property 2 Easement. The JCH Edgewater Property 2 Easement granted hereunder shall automatically terminate with respect to any portion of the Edgewater Property 2 on the *earlier of* (i) the date upon which such portion of the Edgewater Property 2 is deeded to a third party builder; or (ii) the date upon which the JCH Infrastructure Improvements are complete.

2.3 Edgewater and CDD Easements and Rights. The Edgewater and CDD Easements and Rights granted hereunder shall automatically terminate on the date that the last of

items listed in Section 1.2(i)-(iii) has been completed and approved by the applicable governmental agency in accordance with the SDP.

3. Improvements.

3.1 JCH Improvements. JCH shall, with the reasonable cooperation of Edgewater (provided that Edgewater shall not incur any costs, liabilities or obligations in connection with such reasonable cooperation), ensure that all necessary permits and approvals relating to the JCH Parcel 2 Improvements and the JCH Infrastructure Improvements are obtained. The JCH Parcel 2 Improvements and any portion of the JCH Infrastructure Improvements affecting Edgewater Property 2 shall be constructed in a good and workman like manner and condition and in accordance with all applicable governmental requirements, laws, codes, ordinances, rules, regulations and restrictions (collectively, “**Applicable Laws**”), free and clear of all liens (including mechanic’s liens) and encumbrances. Upon request by Edgewater, JCH shall deliver to Edgewater evidence of payment and partial and/or final lien waivers, as applicable, for all work started/completed as of the date of Edgewater’s request. If a lien is recorded against the Edgewater Property 1 or the Edgewater Property 2 in connection with the construction of the JCH Parcel 2 Improvements or the JCH Infrastructure Improvements or as a result of any action or inaction of JCH or its agents, representatives or contractors, JCH shall cause the release of such lien or the transfer of such lien to a bond within thirty (30) days after the recordation thereof.

3.2 SDP Improvements. Edgewater and/or the CDD shall, as applicable, construct the SDP Improvements in a good and workman like manner and condition in accordance with all Applicable Laws, free and clear of any liens or encumbrances (including mechanic’s liens). If a lien is recorded against the JCH Property in connection with the construction of the SDP Improvements or as a result of any action or inaction of Edgewater or the CDD, or their agents, representatives or contractors, Edgewater or the CDD, as applicable, shall cause the release such lien or the transfer of such lien to a bond within thirty (30) days after the recordation thereof.

4. Maintenance.

4.1 Edgewater Property 1 and JCH Parcel 2 Improvements At all times during which JCH is staging or conducting any work on the Edgewater Property 1 or the Edgewater Property 2, JCH shall, at its sole cost and expense, maintain and repair in accordance with all Applicable Laws those portions of the Edgewater Property 1 and the Edgewater Property 2 upon which any such staging or work is being done, together with any JCH Parcel 2 Improvements and JCH Infrastructure Improvements located thereon. If JCH fails to undertake the maintenance and repair obligations described in this Section 4.1, Edgewater shall have all rights and remedies available to it at law and in equity.

4.2 SDP Improvements and JCH Property. At all times during which Edgewater or the CDD is conducting any work on the JCH Property, Edgewater or the CDD, as applicable, shall, at its sole cost and expense, maintain and repair in accordance with all Applicable Laws that portion of the JCH Property upon which any such work is being done. If Edgewater or the CDD fails to undertake the maintenance and repair obligations described in this Section 4.2, JCH shall have all rights and remedies available to it at law and in equity.

5. Indemnification and Insurance.

5.1 The CDD shall carry insurance complying with the provisions of **Exhibit C-1** attached hereto. The CDD shall contractually require all contractors, sub-contractors, employees or materialmen performing work for the CDD on the JCH Property shall at all times maintain insurance at least in the amounts and with the requirements set forth in **Exhibit C-2** attached hereto. The CDD shall contractually require any contractors, sub-contractors, employees or materialmen to provide JCH with a certificate or certificates of insurance evidencing compliance with the requirements of **Exhibit C-2**. The CDD shall provide an insurance certificate evidencing compliance with this section to JCH prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen on the JCH Property.

5.2 Edgewater, as applicable, shall carry insurance complying with the provisions of **Exhibit C-3** attached hereto. Edgewater shall provide an insurance certificate evidencing compliance with this section to JCH prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen on the JCH Property.

5.3 JCH shall carry insurance complying with the provisions of **Exhibit C-4** attached hereto. JCH shall provide an insurance certificate evidencing compliance with this section to Edgewater prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen on the Edgewater Property 1 or the Edgewater Property 2.

5.4 JCH hereby releases and agrees to indemnify, defend, and hold harmless Edgewater and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “**Edgewater Indemnitees**”) and the CDD and its representatives, agents, employees, supervisors, engineer’s, attorneys and officers (“**CDD Indemnitees**”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the Edgewater Property 1 or the Edgewater Property 2 by JCH, except to the extent that any losses, damages, costs, expenses, liens, claims, suits and liabilities result from or arise out of the negligent acts or omissions or willful misconduct of the Edgewater Indemnitees or CDD Indemnitees, respectively. The indemnity contained herein shall survive any termination of this Agreement.

5.5 Edgewater hereby releases and agrees to indemnify, defend, and hold harmless JCH and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “**JCH Indemnitees**”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the JCH Property by Edgewater, except to the extent that any losses, damages, costs, expenses, liens, claims, suits and liabilities result from or arise out of the grossly negligent acts or omissions or willful misconduct of the JCH Indemnitees. The indemnity contained herein shall survive any termination of this Agreement.

5.6 To the extent permitted by law and without waiving any of the privileges or immunities afforded to the CDD under Florida law, the CDD hereby releases and agrees to indemnify and hold harmless JCH and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “JCH Indemnitees”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the JCH Property by the CDD, except to the extent that any losses, damages, costs, expenses, liens, claims, suits and liabilities result from or arise out of the negligent acts or omissions or willful misconduct of the JCH Indemnitees. The indemnity contained herein shall survive any termination of this Agreement. Notwithstanding anything contained herein to the contrary, nothing in this Agreement shall be deemed as a waiver of the CDD’s sovereign immunity or the CDD’s limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

5.7 JCH shall be solely responsible for the repair, maintenance, replacement and/or restoration of any damage to the Edgewater Property 1 and Edgewater Property 2 or any of the improvements thereon caused by any construction, maintenance, repair, replacement and/or any other work performed by JCH and/or its agents on the Edgewater Property 1 and the Edgewater Property 2, and JCH shall, at its sole cost and expense, promptly and diligently repair, replace and/or restore the Edgewater Property 1 and any of the improvements thereon to the condition that existed immediately prior to any such construction, maintenance, repair, replacement and/or any other work performed by JCH (subject to modifications made to the Edgewater Property 1 and the Edgewater Property 2 as a result of the construction and/or installation of the JCH Parcel 2 Improvements and the JCH Infrastructure Improvements), with any and all such work being performed promptly, diligently, and in compliance with all Applicable Laws.

5.8 Edgewater and the CDD, as applicable, shall be solely responsible for the repair, maintenance, replacement and/or restoration of any damage to the JCH Property or any of the improvements thereon caused by any construction, maintenance, repair, replacement and/or any other work performed by Edgewater, the CDD and/or its agents on the JCH Property, and Edgewater or the CDD, as applicable, shall, at its sole cost and expense, promptly and diligently repair, replace and/or restore the JCH Property and any of the improvements thereon to the condition that existed immediately prior to any such construction, maintenance, repair, replacement and/or any other work performed by Edgewater or the CDD (subject to modifications made to the JCH Property as a result of the construction and/or installation of the SDP Improvements), with any and all such work being performed promptly, diligently, and in compliance with all Applicable Laws.

6 Amendment, Binding Effect. This Agreement may not be amended except by a written document executed by Edgewater, JCH and the CDD. The JCH Edgewater Property 1

Easements and Rights and the JCH Edgewater Property 2 Easement shall run with the title to the Edgewater Property and the Edgewater Property 2, respectively, and shall be “in gross” for the benefit of JCH. The Edgewater and CDD Easements and Rights shall run with the title to the JCH Property and shall be “in gross” for the benefit of Edgewater and the CDD. It is the intention of the parties that the JCH Edgewater Property 1 Easements and Rights, the JCH Edgewater Property 2 Easement and the Edgewater and CDD Easements and Rights granted herein shall be for the sole use and benefit of JCH and Edgewater and the CDD, respectively, and will be strictly limited to and for the purposes expressed herein.

7 No Dedication. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Edgewater Property 1, Edgewater Property 2 or the JCH Property to the general public or for any public use or public purpose whatsoever.

8 Matters of Record. The easements herein granted are subject to all matters of record affecting the Edgewater Property 1, Edgewater Property 2 and the JCH Property, as the same may be amended from time to time.

9 “AS IS” Condition. JCH, Edgewater and the CDD accept the easements granted herein based on the “AS IS” physical condition of the Edgewater Property 1, Edgewater Property 2 and the JCH Property, respectively.

10 No Liability. Neither Edgewater, the CDD nor JCH shall have any obligation to provide security with respect to or over any portion of the Edgewater Property 1, Edgewater Property 2 or the JCH Property. All persons entering and using the Edgewater Property, Edgewater Property 2 and the JCH Property under this Agreement shall enter and use the same at their own risk and cost. Neither Edgewater, the CDD nor JCH shall have any liability to any person or entity with respect to any act, event, occurrence, conduct or criminal offense arising on or about the Edgewater Property 1, Edgewater Property 2 or the JCH Property, respectively, including such acts, events, occurrences, conduct or criminal offenses which may result in personal or bodily injury or property damage to others.

11 Enforcement. In the event that any party defaults under the terms, provisions or obligations of this Agreement and such default is not cured within thirty (30) after written notice thereof (provided, however, if such failure cannot reasonably be cured within thirty (30) days, and the defaulting party, within such thirty (30) day period, shall have commenced and thereafter continued diligently to prosecute the cure of such failure, said failure shall not constitute a default hereunder), then, in addition to any other remedies set forth in this Agreement, the non-defaulting party shall have all rights and remedies available at law or in equity for the redress of such default.

12 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

13 Time of Essence. Time shall be of the essence as to all covenants, terms and conditions in this Agreement.

14 Incorporation of Recitals; Exhibits. The recitals set forth above are incorporated herein by this reference. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

15 Attorneys' Fees; Venue and Jurisdiction. In the event of litigation or arbitration to enforce this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and costs actually incurred, including at any appellate level. The parties hereby agree that the proper venue for any actions or proceedings pursuant to this Agreement, brought by or on the behalf of any of the parties to this Agreement, shall be heard in the courts of Osceola County, Florida. All parties waive any objections to the jurisdiction of said courts and hereby consent to its jurisdiction.

16 Counterparts. The parties hereto acknowledge and agree that this Agreement may be executed in several counterparts, each of which shall be effective as and shall constitute an original instrument binding on the part or parties signing same. It shall not be necessary that each party execute all copies of this Agreement, provided that each party has executed at least one copy.

17 Estoppel. Each party herein shall, from time to time during the term of this Agreement, upon request of the other party herein, execute, acknowledge, and deliver to the requesting party (or its designee) a statement in writing, certifying (a) that this Agreement is unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications); (b) whether there are any uncured defaults hereunder by such party or, to such party's actual knowledge, by the requesting party; (c) whether any sums are owed by either party herein to the other hereunder; and (d) such other information as may be reasonably required by the requesting party.

18 Authority. Edgewater warrants and represents that the individual(s) signing this Agreement on behalf of Edgewater have full power and authority to execute and deliver this Agreement and bind Edgewater. JCH warrants and represents that the individual(s) signing this Agreement on behalf of JCH have full power and authority to execute and deliver this Agreement and bind JCH. The CDD warrants and represents that the individual(s) signing this Agreement on behalf of the CDD have full power and authority to execute and deliver this Agreement and bind the CDD.

19 Waiver of Jury Trial. EACH OF THE PARTIES INTENTIONALLY, VOLUNTARILY, AND KNOWINGLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER APPLIES TO ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS AND PROCEEDINGS.

20 Notices All notices or other communications required or desired to be given or made pursuant hereto, or for the purposes of invoking or enforcing any of the provisions hereof, shall be in writing and be either: (a) personally delivered (including delivery by federal express or other courier service); (b) sent via electronic mail (if an email is provided for such party), provided if the notice is of a default hereunder, then such email notice shall be followed by a hard copy sent

by method a or c set forth in this paragraph; or (c) sent by certified mail, return receipt requested, postage prepaid. All notices or other communications shall be addressed as follows:

As to
Edgewater: c/o Westport Capital Partners
300 Atlantic Street, Suite 1110
Stamford, CT 06901
Attn: Marc Porosoff and
Jordan Socaransky
Email: mporosoff@westportcp.com
jsocaransky@westportcp.com

copy to: BTI Partners LLC
401 East Las Olas Blvd.
Suite 1870
Fort Lauderdale, FL 33301
Attn: Noah Breakstone
Email: nbreakstone@btipartners.com

copy to: Greenspoon Marder LLP
201 East Pine Street Suite 500
Orlando, FL 32801
Attn: Heidi Boyles, Esq.
Email: Heidi.boyles@gmlaw.com

As to the
CDD: Edgewater East Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell

copy to: Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert

As to JCH JCH CP, LLC
9717 Eagle Creek Center Blvd, Suite 200
Orlando, FL 32832
Attn: Robert Hutson
Email: rhutson@joneshomesusa.com

Emerson International, Inc.
370 CenterPointe Circle, Suite 1136
Altamonte Springs, FL 32701

Attn: Lawrence Pitt
Email: lpitt@emerson-us.com

or to such other addresses as the Parties may hereafter designate by written notice to the others. All notices or other communications sent by certified mail, as described above, shall be deemed given hereunder on the earlier of: (i) actual receipt; (ii) upon receipt by sender of a delivery receipt if sent via electronic mail (if an email address is provided for such party); or (iii) actual receipt after being deposited in the United States mail in accordance with the foregoing, except for notices of change of address which shall be deemed given upon actual receipt by the other Party, or (iv) one (1) Business Day after timely deposit (posted paid) with Federal Express or similar national overnight courier service.

21 Effective Date. The effective date of this Agreement shall be the date upon which the last of Edgewater, the CDD and JCH have executed same.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Temporary Development Easement has been duly executed as of the dates set forth in the signature blocks below.

EDGEWATER:

EDGEWATER PROPERTY HOLDINGS, LLC,
a Delaware limited liability company, doing business
in Florida as **EDGEWATER PROPERTY
FLORIDA HOLDINGS, LLC**

By: _____
Name: Jordan Socaransky
Title: Vice President
Date: _____

By: _____
Name: Marc Porosoff
Title: Vice President and Secretary
Date: _____

**EDGEWATER PROPERTY HOLDINGS III,
LLC**, a Delaware limited liability company

By: _____
Name: Jordan Socaransky
Title: Vice President
Date: _____

By: _____
Name: Marc Porosoff
Title: Vice President and Secretary
Date: _____

[NOTARY ACKNOWLEDGEMENT FOR EDGEWATER ON NEXT PAGE]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by Marc Porosoff, as Vice President and Secretary of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by Jordan Socaransky, as Vice President of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

JCH:

JCH CP, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of September, 2021, by means of physical presence or online notarization, by _____, as _____ of JCH CP, LLC, a Florida limited liability company. He/She is personally known to me or has produced _____ as identification.

Printed Name: _____

Notary Public - State of Florida

My Commission Expires: _____

My Serial Number is: _____

(Notary Seal)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CDD:

Edgewater East Community Development District

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 202___, by means of physical presence or online notarization, by _____, as _____ of Edgewater East Community Development District, a _____. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

EXHIBIT A-1

EDGEWATER PROPERTY

Legal description of Parcel 2 to be inserted - jones phase 2

EDGEWATER ED 4

A PARCEL OF LAND BEING A PORTION OF LOTS 17, 18, 31, 32, 33, 34, 35, 46, 47, 48, 49, 50, 51, 52, AND 62, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°49'01" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°20'10" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.95 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 52; THENCE RUN SOUTH 89°44'21" EAST ALONG THE NORTH LINE OF SAID LOT 52, A DISTANCE OF 643.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 52 AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°18'45" WEST, A DISTANCE OF 285.28 FEET; THENCE RUN NORTH 89°41'15" EAST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°18'45" WEST, A DISTANCE OF 88.77 FEET; THENCE RUN SOUTH 65°52'06" EAST, A DISTANCE OF 185.17 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1983.00 FEET, A CHORD BEARING OF SOUTH 62°39'44" EAST AND A CHORD DISTANCE OF 221.81 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°24'44", A DISTANCE OF 221.92 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 58°44'01" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 31°59'19" EAST, A DISTANCE OF 248.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING OF NORTH 15°50'17" EAST AND A CHORD DISTANCE OF 69.54 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°18'05", A DISTANCE OF 70.47 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°18'45" WEST, A DISTANCE OF 218.12 FEET; THENCE RUN NORTH 89°41'15" EAST, A DISTANCE OF 115.00 FEET; THENCE RUN NORTH 53°54'08" EAST, A DISTANCE OF 703.42 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5529.58 FEET, A CHORD BEARING OF SOUTH 30°28'00" EAST AND A CHORD DISTANCE OF 1085.16 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°15'44", A DISTANCE OF 1086.91 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN THENCE SOUTH 51°44'17" WEST, A DISTANCE OF 182.68 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, A CHORD BEARING OF SOUTH 61°03'07" WEST AND A CHORD DISTANCE OF 171.88 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°37'39", A DISTANCE OF 172.63 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 66.47 FEET; THENCE RUN NORTH 19°38'04" WEST, A DISTANCE OF 62.00 FEET; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 76.71 FEET; THENCE RUN SOUTH 82°54'35" WEST, A

DISTANCE OF 29.91 FEET; THENCE RUN SOUTH $70^{\circ}21'56''$ WEST, A DISTANCE OF 819.85 FEET; THENCE RUN NORTH $19^{\circ}38'04''$ WEST, A DISTANCE OF 214.78 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 168.50 FEET, A CHORD BEARING OF NORTH $23^{\circ}44'07''$ WEST AND A CHORD DISTANCE OF 24.10 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $08^{\circ}12'07''$, A DISTANCE OF 24.12 FEET; THENCE RUN NORTH $04^{\circ}14'15''$ WEST, A DISTANCE OF 4.90 FEET; THENCE RUN SOUTH $33^{\circ}44'39''$ WEST, A DISTANCE OF 104.40 FEET TO THE CUSP OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1701.00 FEET, A CHORD BEARING OF NORTH $53^{\circ}59'49''$ WEST AND A CHORD DISTANCE OF 103.72 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $03^{\circ}29'39''$, A DISTANCE OF 103.74 FEET; THENCE RUN SOUTH $34^{\circ}15'21''$ WEST, A DISTANCE OF 172.50 FEET TO THE CUSP OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1528.50 FEET, A CHORD BEARING OF SOUTH $54^{\circ}04'16''$ EAST AND A CHORD DISTANCE OF 89.25 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $03^{\circ}20'46''$, A DISTANCE OF 89.26 FEET; THENCE RUN SOUTH $37^{\circ}36'07''$ WEST, A DISTANCE OF 98.00 FEET TO THE CUSP OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1430.50 FEET, A CHORD BEARING OF NORTH $61^{\circ}53'08''$ WEST AND A CHORD DISTANCE OF 471.58 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $18^{\circ}58'30''$, A DISTANCE OF 473.74 FEET TO A POINT OF A REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH $24^{\circ}53'46''$ WEST AND A CHORD DISTANCE OF 36.25 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $92^{\circ}57'13''$, A DISTANCE OF 40.56 FEET; THENCE RUN NORTH $68^{\circ}47'24''$ WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2
EDGEWATER PROPERTY 2

BUILDER 1A - EDGEWATER PHASE ED-4

A PARCEL OF LAND BEING ALL OF LOTS 5, 12, 21, 28, 37 AND 44, AND A PORTION OF LOTS 6, 11, 22, 27, 38, 43, 53 AND 54, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°40'05" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°20'10" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 458.98 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, A DISTANCE OF 37.79 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1087.50 FEET, A CHORD BEARING OF NORTH 74° 32' 07" WEST AND A CHORD DISTANCE OF 579.95 FEET, THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 55' 46", A DISTANCE OF 587.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF SOUTH 27° 07' 32" WEST AND A CHORD DISTANCE OF 28.77 FEET, THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14° 30' 00", A DISTANCE OF 28.85 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 34° 22' 32" WEST, A DISTANCE OF 21.33 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS OF 1137.50 FEET, A CHORD BEARING OF NORTH 57° 08' 11" WEST AND A CHORD DISTANCE OF 78.03 FEET, THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 55' 52", A DISTANCE OF 78.04 FEET; THENCE RUN NORTH 34° 22' 32" EAST, A DISTANCE OF 23.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEASTERLY, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH 41° 07' 14" EAST AND A CHORD DISTANCE OF 26.78 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 29' 23"; A DISTANCE OF 26.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1087.50 FEET, A CHORD BEARING OF NORTH 27° 50' 22" WEST, AND A CHORD DISTANCE OF 1003.51 FEET, THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 54° 57' 10", A DISTANCE OF 1043.03 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00° 21' 47" WEST, A DISTANCE OF 74.22 FEET; THENCE RUN SOUTH 89° 38' 13" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 00° 21' 47" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 89° 38' 13" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 00° 21' 47" WEST, A DISTANCE OF 905.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID POINT BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF ROAD A CONNECTOR PER OFFICIAL RECORDS BOOK 4249, PAGE 2879, HAVING A RADIUS OF 1280.00 FEET, A CHORD BEARING OF NORTH 78° 58' 36" EAST AND A CHORD DISTANCE OF 398.06 FEET, THENCE RUN NORTHEASTERLY, ALONG THE ARC OF

SAID CURVE, AND ALONG SAID SOUTH RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 17° 53' 27", A DISTANCE OF 399.69 FEET TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, SAID LINE ALSO BEING THE CENTERLINE OF CLAY WHALEY ROAD; THENCE RUN SOUTH 89°36'17" EAST ALONG SAID LINE, A DISTANCE OF 728.28 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AFORESAID KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN SOUTH 00°20'10" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2180.95 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

JCH PROPERTY

Legal description for Parcel 1 to be inserted

BUILDER 2 - EDGEWATER PHASE ED 4

A PARCEL OF LAND BEING ALL OF LOT 63, AND A PORTION OF LOTS 49, 50, 51, 52, 62, 64, 65, 66, 67, AND 79, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°49'01" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°20'10" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.95 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 52; THENCE RUN SOUTH 89°44'21" EAST ALONG THE NORTH LINE OF SAID LOT 52, A DISTANCE OF 643.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 52; THENCE RUN SOUTH 24°59'51" WEST, A DISTANCE OF 67.42 FEET; THENCE RUN SOUTH 21°51'58" WEST, A DISTANCE OF 45.66 FEET; THENCE RUN SOUTH 22°48'34" EAST, A DISTANCE OF 12.17 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 10°29'42" WEST AND A CHORD DISTANCE 17.05 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°50'31", A DISTANCE OF 17.15 FEET; THENCE RUN SOUTH 20°21'50" WEST, A DISTANCE OF 129.19 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1312.50 FEET, A CHORD BEARING OF SOUTH 59°35'09" EAST, AND A CHORD DISTANCE OF 626.83 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°37'50", A DISTANCE OF 632.95 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF SOUTH 52°08'21" WEST, AND A CHORD DISTANCE OF 27.33 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°46'15", A DISTANCE OF 27.40 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 45°15'34" WEST, A DISTANCE OF 22.94 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1262.50 FEET, A CHORD BEARING OF SOUTH 44°11'25" EAST, AND A CHORD DISTANCE 78.01 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°32'26", A DISTANCE OF 78.02 FEET; THENCE RUN NORTH 45°15'13" EAST, A DISTANCE OF 23.69 FEET TO A POINT OF CURVATURE OF CURVE TO THE LEFT, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH 38°32'33" EAST AND A CHORD DISTANCE OF 26.64 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°25'20", A DISTANCE OF 26.71 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1312.50 FEET, A CHORD

BEARING OF SOUTH 28°26'10" EAST AND CHORD DISTANCE OF 644.27 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°24'55", A DISTANCE OF 650.92 FEET; THENCE RUN NORTH 73°13'37" EAST, A DISTANCE OF 77.57 FEET; THENCE RUN NORTH 16°50'23" WEST, A DISTANCE OF 31.52 FEET; THENCE RUN NORTH 73°11'23" EAST, A DISTANCE OF 18.48 FEET; THENCE RUN NORTH 70°35'03" EAST, A DISTANCE OF 35.54 FEET; THENCE RUN NORTH 73°49'44" EAST, A DISTANCE OF 85.93 FEET; THENCE RUN NORTH 64°41'38" EAST, A DISTANCE OF 51.83 FEET TO THE CUSP OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 27°07'42" EAST AND A CHORD DISTANCE OF 20.55 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°28'29", A DISTANCE OF 22.64 FEET; THENCE RUN NORTH 16°37'09" WEST, A DISTANCE OF 56.58 FEET; THENCE RUN NORTH 70°21'56" EAST, A DISTANCE OF 655.11 FEET; THENCE RUN NORTH 19°38'04" WEST, A DISTANCE OF 562.50 FEET; THENCE RUN NORTH 70°21'56" EAST, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 64°38'04" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 19°38'04" WEST, A DISTANCE OF 130.00 FEET; THENCE RUN NORTH 65°24'45" EAST, A DISTANCE OF 75.28 FEET; THENCE RUN NORTH 19°38'04" WEST, A DISTANCE OF 62.00 FEET; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 76.71 FEET; THENCE RUN SOUTH 82°54'35" WEST, A DISTANCE OF 29.91 FEET; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 819.85 FEET; THENCE RUN NORTH 19°38'04" WEST, A DISTANCE OF 214.78 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 168.50 FEET, A CHORD BEARING OF NORTH 23°44'07" WEST AND A CHORD DISTANCE OF 24.10 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°12'07", A DISTANCE OF 24.12 FEET; THENCE RUN NORTH 04°14'15" WEST, A DISTANCE OF 4.90 FEET; THENCE RUN SOUTH 33°44'39" WEST, A DISTANCE OF 104.40 FEET TO THE CUSP OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1701.00 FEET, A CHORD BEARING OF NORTH 53°59'49" WEST AND A CHORD DISTANCE OF 103.72 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°29'39", A DISTANCE OF 103.74 FEET; THENCE RUN SOUTH 34°15'21" WEST, A DISTANCE OF 172.50 FEET TO THE CUSP OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1528.50 FEET, A CHORD BEARING OF SOUTH 54°04'16" EAST AND A CHORD DISTANCE OF 89.25 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°20'46", A DISTANCE OF 89.26 FEET; THENCE RUN SOUTH 37°36'07" WEST, A DISTANCE OF 98.00 FEET TO THE CUSP OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1430.50 FEET, A CHORD BEARING OF NORTH 61°53'08" WEST AND A CHORD DISTANCE OF 471.58 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°58'30", A DISTANCE OF 473.74 FEET TO A POINT OF A REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 24°53'46" WEST AND A CHORD DISTANCE OF 36.25 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°57'13", A DISTANCE OF 40.56 FEET; THENCE RUN NORTH 68°47'24" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT C-1

CDD INSURANCE REQUIREMENTS

1. The CDD, as applicable, shall obtain and maintain the following insurance:

(a) Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, \$1,000,000,00 personal and advertising injury, and \$2,000,000 product-completed operations aggregate, which shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement. The required limits may be achieved via a combination of primary, umbrella and/or excess liability policies provided that such umbrella and/or excess liability policies provide coverage no more restrictive than the underlying insurance;

2. Additional Insurance Requirements. The CDD, as applicable, shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, the CDD, will deliver to JCH certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by JCH, or failure of the CDD to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, the CDD will deliver to JCH evidence of renewal.

(b) Within ten (10) days of written request by JCH, the CDD shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-1 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to JCH; and (ii) contain deductibles not greater than \$10,000 absent written approval from JCH, and the CDD shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best and "A-" by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EXHIBIT C-2

CDD CONTRACTOR, SUBCONTRACTOR, CONSULTANT, MATERIALMEN AND VENDOR INSURANCE REQUIREMENTS

Prior to the commencement or performance of any work or services on the JCH Property under this Agreement, the CDD shall cause each of its contractors, consultants, materialmen and vendors (as used herein, each is a “**Contractor**”) to procure and maintain throughout the term and thereafter as required herein, at their sole cost and expense, the insurance specified in this Exhibit C-2.

A. Additional Insureds. The following (collectively, the “**Additional Insureds**”) must be included as additional insureds under Contractor’s applicable insurance policies, on a primary and noncontributory basis:

(i) JCH of Orlando LLC, and its respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees.

B. Required Coverages. Each Contractor shall maintain the following minimum insurance with respect to the work or services performed on the JCH Property:

1. *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:

- a. has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate;
- b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor’s indemnity obligations under any applicable agreement;
- c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement

arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (e.g., if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);

- d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (e.g., a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and
- e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

Each Contractor shall maintain its products-completed operations coverage for the greater of three years after final completion of the work or the time during which a claim arising out of the work may be properly asserted under the applicable statute of limitations or repose (such applicable period, the “**Repose Period**”), and shall include the Additional Insureds as additional insureds during this period, on a primary and non-contributory basis.

2. *Automobile liability insurance*, covering vehicles owned by each Contractor and non-owned vehicles used by each Contractor or anyone for whose acts a Contractor is responsible, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Each Contractor shall cause the Additional Insureds to be included as additional insureds under this policy on a primary and non-contributory basis. If the work will involve hauling or transporting waste materials, hazardous material, hazardous substances or any other environmentally regulated substances that require a regulated manifest, Contractor shall also obtain CA-9948 and MCS-90 endorsements.

3. *Workers compensation and employers liability insurance* for all persons that perform work for a Contractor or anyone for whose conduct such Contractor is responsible. The workers’ compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than \$500,000 each employee – each accident, \$500,000 each employee – each disease, and \$500,000 policy limit.

4. *Commercial excess or umbrella liability insurance* with respect to each Contractor’s CGL, automobile, and employers liability insurance, with limits of no less than (1) for subcontractors, vendors and materialmen, \$2,000,000 per occurrence and in the annual aggregate, and (2) for general contractors, \$5,000,000 per occurrence and in the annual aggregate.

This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor's CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this provision is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.

5. *Professional liability insurance*, if the work includes any professional services, with limits of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. This insurance, if required, must be retroactive to the date of the commencement of the professional services and must be maintained for at least three years after final completion or the earlier termination of the applicable agreement.

6. *Contractors' pollution liability insurance* (or "contractor's pollution indemnity insurance") covering losses caused by pollution conditions that arise from the work, with limits of not less than \$1,000,000 per loss and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.

C. Insurance Requirements. Required Insurance must, unless otherwise agreed in writing, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the work, will be borne solely by Contractor, and Contractor shall reimburse Grantee for amounts paid by Grantee or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and others for damage occurring on or after the date on which the applicable agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-group members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$10,000 (or \$50,000 for professional liability) except with prior written approval.

D. Evidence of Insurance. The CDD Contractors shall provide to JCH a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the work; (b) upon renewal or replacement of each required policy of insurance; and (c) upon written request from JCH,

Contractor shall ensure that Required Insurance policies to provide JCH with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that JCH is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Failure to require Contractor to provide evidence of Required Insurance, or acceptance of evidence that indicates insurance that fails to satisfy any requirements herein, will not constitute a waiver of these requirements.

E. Minimum Limits. Any insurance limits required of contractors, consultants, or vendors herein are minimum limits only and shall not restrict the liability imposed on such party for work or services performed on the JCH Property. The CDD shall have a written agreement with all contractors, consultants and vendors and such agreement shall set forth insurance requirements that meet or exceed those specified herein. The CDD shall require within the written agreement that the minimum limits of insurance required of contractor, consultant or vendor be equal to the greater of: (i) those required in this Schedule C-2; (ii) those indicated on the declaration page of the pertinent policy; or (iii) those as required by law. Notwithstanding anything to the contrary herein, provided that a contractor, consultant or vendor: (x) is not performing any structural construction work; and (y) is engaged for a contract with a value of \$50,000 or less; the CDD may approve insurance limits less than those required herein (but no less than \$1 million in commercial general liability insurance); provided that such approved limits are no less than those customarily required of vendors performing a similar scope of work or services. The CDD must obtain indemnification and hold harmless provisions in favor of JCH. The CDD must obtain defense provisions in favor of JCH except for professional liability.

EXHIBIT C-3
EDGEWATER INSURANCE REQUIREMENTS

1. Edgewater, as applicable, shall obtain and maintain the following insurance:

(a) Comprehensive general liability insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for personal injury and property damage, with JCH being named as an additional insured.

2. Edgewater shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, Edgewater will deliver to JCH certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by JCH, or failure of Edgewater to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Edgewater will deliver to JCH evidence of renewal.

(b) Within ten (10) days of written request by JCH, Edgewater shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-3 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to JCH; and (ii) contain deductibles not greater than \$10,000 absent written approval from JCH, and Edgewater shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best and "A-" by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EXHIBIT C-4

M/I HOMES INSURANCE REQUIREMENTS

1. JCH shall obtain and maintain the following insurance:

Comprehensive general liability insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for personal injury and property damage, with Edgewater being named as an additional insured.

2. JCH shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, JCH will deliver to Edgewater certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Edgewater, or failure of JCH to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, JCH will deliver to Edgewater evidence of renewal.

(b) Within ten (10) days of written request by Edgewater, JCH shall furnish copies of the required insurance policies and endorsements shall be provided to the requesting party, to the extent the same are available.

(c) All insurance required in this Exhibit C-4 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Edgewater; and (ii) contain deductibles not greater than \$10,000 absent written approval from Edgewater, and JCH shall be solely responsible for any deductible and or self-insured retention payments; (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-:IX" by AM Best and "A-" by Standard and Poors; and (iv) provide that defense costs shall be outside the policy coverage limits.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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This instrument prepared by and return to:

Heidi Boyles, Esquire
Greenspoon Marder LLP
Capital Plaza I, Suite 500
201 East Pine Street
Orlando, FL 32801 407/425-6559

PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS (this “**Assignment**”) is made and entered into as of the ___ day of September, 2021 (the “**Effective Date**”), by and between **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC** (“**Developer**”), **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company (“**Assessment Area One Landowner**,” and, together with Developer, collectively, “**Assignor**”), and **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company (“**Assignee**,” and, together with Assignor, individually a “**Party**” and collectively “**Parties**”).

RECITALS

WHEREAS, Assignor and Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”) are parties to that certain Agreement Regarding the True-Up and Payment of Special Assessments for Special Assessment Revenue Bonds (Assessment Area One-2021 Bonds) dated March 16, 2021 and recorded at Official Records Book 5914, Page 1664 of the Official Records of Osceola County, Florida (the “**True-Up Agreement**”).

WHEREAS, on even date herewith, Assignor conveyed to Assignee fee simple title to a portion of the Assessment Area One Lands, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

WHEREAS, in connection with the conveyance of the Property to Assignee, pursuant to Section 4E of the True-Up Agreement, Assignor desires to assign to Assignee and Assignee desires to assume the obligation to make True-Up Payments to the District with respect to the Property, as more particularly set forth herein.

IN CONSIDERATION of the foregoing and Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

DISTRICT CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION

DISTRICT:

Edgewater East Community Development
District

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by _____, as _____ of Edgewater East Community Development District, a _____. He/She is personally known to me or has produced _____ as identification.

Printed Name: _____

Notary Public - State of Florida

My Commission Expires: _____

My Serial Number is: _____

(Notary Seal)

PREPARED BY AND AFTER
RECORDING RETURN TO:

Heidi Boyles, Esq.
Greenspoon Marder LLP
201 E. Pine Street, Suite 500
Orlando, Florida 32801

TEMPORARY DEVELOPMENT EASEMENT AGREEMENT

This Temporary Development Easement Agreement (this “**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **Edgewater Property Holdings, LLC**, a Delaware limited liability company, doing business in Florida as **Edgewater Property Florida Holdings, LLC** (“**Edgewater Property**”), **Edgewater Property Florida Holdings III, LLC**, a Delaware limited liability company (“**Edgewater III**,” and together with Edgewater Property, “**Edgewater**”), **Edgewater East Community Development**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (the “**CDD**”) and **M/I Homes of Orlando, LLC**, a Florida limited liability company (“**M/I Homes**”).

RECITALS:

A. Edgewater is the record owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “A,” incorporated herein by this reference (the “**Edgewater Property**”);

B. M/I Homes is the owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “B,” incorporated herein by this reference (the “**M/I Homes Property**”), which M/I Homes Property is contiguous with the Edgewater Property.

C. Edgewater and M/I Homes are parties to that certain Contract for Sale and Purchase of Edgewater Parcels dated October 27, 2020, as amended (the “**Purchase Agreement**”), relating to M/I Homes’s acquisition of the Edgewater Property from Edgewater.

D. M/I Homes has requested from Edgewater and Edgewater has agreed to grant unto M/I Homes a non-exclusive easement “in gross” over, across, through and under the Edgewater Property to facilitate M/I Homes’s development of (i) the M/I Homes Property, and (ii) at the option of M/I Homes, the Edgewater Property prior to the closing on M/I Homes’s acquisition of the Edgewater Property in accordance with the Purchase Agreement, all as more particularly set forth herein.

E. Edgewater and the CDD have requested from M/I Homes and M/I Homes has agreed to grant unto Edgewater and the CDD a non-exclusive easement over, across, through and under the M/I Homes Property for purposes of (i) constructing and installing an interconnected

CDD:

Edgewater East Community Development District

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of September, 2021,
by means of physical presence or online notarization, by _____, as
_____ of Edgewater East Community Development District, a
_____. He/She is personally known to me or has produced
_____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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

Michael Eckert, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

AMENDED NOTICE OF COMMENCEMENT¹

Permit Nos. SDP20-0065; SFWMD 49-103538-P; WAS#21-00001
Parcel I.D. No. See property description attached as Exhibit A

State of Florida
County of Osceola

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Osceola County, Florida. The following information is provided in this Notice of Commencement.

1. Description of property (*legal description* of property and address if available):
Please see the legal description attached hereto as Exhibit A.
2. General description of improvements: Edgewater East CDD Phase I public infrastructure improvements including roadways, stormwater system improvements, and utility trunk lines; construction of a bio swale and pedestrian trail.
3. Owner information:
 - a) Name and address: Edgewater East Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410 W
Boca Raton, Florida 33431
Attn: District Manager
 - b) Interest in property: Temporary Construction Easement
 - c) Name and address of fee simple titleholder (if other than owner)
Edgewater Property Holdings III, LLC
401 E. Las Olas Blvd., Suite 1870
Ft. Lauderdale, FL 33301
4. Contractor:
 - a) Name and Address: Jr. Davis Construction Company, Inc.
210 Hangar Road
Kissimmee, FL 34741
5. Surety:
 - a) Name and Address: Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
 - b) Bond Amount: \$7,793,015.40
6. Lender (name and address): N/A

¹ THIS AMENDED NOTICE OF COMMENCEMENT IS BEING RECORDED TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION CONTAINED IN THAT CERTAIN *NOTICE OF COMMENCEMENT* RECORDED AT OFFICIAL RECORD BOOK 5884, PAGE 2351 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ON FEBRUARY 4, 2021.

- 6. Person within the State of Florida designated by owner upon whom notices, or other documents may be served:
 Name and address: Michael Eckert
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
- 7. In addition to him or herself, owner designates the following individual to receive a copy of any notices: N/A
- 8. Expiration date of notice of commencement N/A (the expiration date is one year from the date of recording unless a different date is specified).

The foregoing information and execution of this notice is being provided solely for the purpose of providing notice. The Owner is a local unit of special-purpose government and not an "Owner" as defined in section 713.01(23), Florida Statutes. Therefore, there are no lien rights available to any person providing materials or services for improvements upon the above described real property. The payment bond executed in connection herewith is attached hereto as Exhibit B.

Witnesses:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Chairperson, Board of Supervisors

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2021, by Noah Breakstone, as Chairperson of the Board of Supervisors of the Edgewater East Community Development District, who is personally known to me or produced _____ as identification.

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

**EXHIBIT A: Legal Description
EXHIBIT B: Payment Bond**

This instrument prepared by and return to:

Heidi Boyles, Esquire
Greenspoon Marder LLP
Capital Plaza I, Suite 500
201 East Pine Street
Orlando, FL 32801 407/425-6559

PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS (this “**Assignment**”) is made and entered into as of the ___ day of September, 2021 (the “**Effective Date**”), by and between **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC** (“**Developer**”), **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company (“**Assessment Area One Landowner**,” and, together with Developer, collectively, “**Assignor**”), and **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation (“**Assignee**,” and, together with Assignor, individually a “**Party**” and collectively “**Parties**”).

RECITALS

WHEREAS, Assignor and Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”) are parties to that certain Agreement Regarding the True-Up and Payment of Special Assessments for Special Assessment Revenue Bonds (Assessment Area One-2021 Bonds) dated March 16, 2021 and recorded at Official Records Book 5914, Page 1664 of the Official Records of Osceola County, Florida (the “**True-Up Agreement**”).

WHEREAS, on even date herewith, Assignor conveyed to Assignee fee simple title to a portion of the Assessment Area One Lands, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

WHEREAS, in connection with the conveyance of the Property to Assignee, pursuant to Section 4E of the True-Up Agreement, Assignor desires to assign to Assignee and Assignee desires to assume the obligation to make True-Up Payments to the District with respect to the Property, as more particularly set forth herein.

IN CONSIDERATION of the foregoing and Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

DISTRICT CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION

DISTRICT:

Edgewater East Community Development
District

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by _____, as _____ of Edgewater East Community Development District, a _____. He/She is personally known to me or has produced _____ as identification.

Printed Name: _____

Notary Public - State of Florida

My Commission Expires: _____

My Serial Number is: _____

(Notary Seal)

PREPARED BY AND AFTER
RECORDING RETURN TO:

Heidi Boyles, Esq.
Greenspoon Marder LLP
201 E. Pine Street, Suite 500
Orlando, Florida 32801

TEMPORARY DEVELOPMENT EASEMENT AGREEMENT

This Temporary Development Easement Agreement (this “**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **Edgewater Florida Property Holdings III, LLC**, a Delaware limited liability company (“**Edgewater**”), **Edgewater East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (the “**CDD**”), and **Meritage Homes of Florida, Inc.**, a Florida corporation (“**Meritage**”).

RECITALS:

A. Edgewater is the record owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “A,” incorporated herein by this reference (the “**Edgewater Property**”).

B. Meritage is the owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “B,” incorporated herein by this reference (the “**Meritage Property**”), which Meritage Property Meritage acquired from Edgewater and is contiguous with the Edgewater Property.

C. Edgewater, Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, and Meritage are parties to that certain Contract for Sale and Purchase of Edgewater Parcels dated November 10, 2020 (as amended, the “**Purchase Agreement**”), relating to Meritage’s acquisition of the Edgewater Property from Edgewater in one or more phases.

D. Meritage has requested from Edgewater and Edgewater has agreed to grant unto Meritage a non-exclusive easement “in gross” over, across, through and under the Edgewater Property to facilitate Meritage’ development of (i) the Meritage Property, and (ii) at the option of Meritage, the Edgewater Property prior to the closing on Meritage’s acquisition of the Edgewater Property in accordance with the Purchase Agreement, all as more particularly set forth herein.

E. Edgewater and the CDD have requested from Meritage and Meritage has agreed to grant unto Edgewater and the CDD a non-exclusive easement over, across, through and under the Meritage Property for purposes of (i) constructing and installing an interconnected master storm water pond system; (ii) performing embankment grading associated with construction of

CDD:

Edgewater East Community Development District

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 202___, by means of physical presence or online notarization, by _____, as _____ of Edgewater East Community Development District, a _____. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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This instrument prepared by and return to:

Heidi Boyles, Esquire
Greenspoon Marder LLP
Capital Plaza I, Suite 500
201 East Pine Street
Orlando, FL 32801 407/425-6559

PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS (this “**Assignment**”) is made and entered into as of the ___ day of September, 2021 (the “**Effective Date**”), by and between **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC** (“**Developer**”), **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company (“**Assessment Area One Landowner**,” and, together with Developer, collectively, “**Assignor**”), and **JCH CP, LLC**, a Florida limited liability company (“**Assignee**,” and, together with Assignor, individually a “**Party**” and collectively “**Parties**”).

RECITALS

WHEREAS, Assignor and Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”) are parties to that certain Agreement Regarding the True-Up and Payment of Special Assessments for Special Assessment Revenue Bonds (Assessment Area One-2021 Bonds) dated March 16, 2021 and recorded at Official Records Book 5914, Page 1664 of the Official Records of Osceola County, Florida (the “**True-Up Agreement**”).

WHEREAS, on even date herewith, Assignor conveyed to Assignee fee simple title to a portion of the Assessment Area One Lands, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

WHEREAS, in connection with the conveyance of the Property to Assignee, pursuant to Section 4E of the True-Up Agreement, Assignor desires to assign to Assignee and Assignee desires to assume the obligation to make True-Up Payments to the District with respect to the Property, as more particularly set forth herein.

IN CONSIDERATION of the foregoing and Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

DISTRICT CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION

DISTRICT:

Edgewater East Community Development
District

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by means of physical presence or online notarization, by _____, as _____ of Edgewater East Community Development District, a _____. He/She is personally known to me or has produced _____ as identification.

Printed Name: _____

Notary Public - State of Florida

My Commission Expires: _____

My Serial Number is: _____

(Notary Seal)

PREPARED BY AND AFTER
RECORDING RETURN TO:

Heidi Boyles, Esq.
Greenspoon Marder LLP
201 E. Pine Street, Suite 500
Orlando, Florida 32801

TEMPORARY DEVELOPMENT EASEMENT AGREEMENT

This Temporary Development Easement Agreement (this “**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC (“**Edgewater Property**”), Edgewater Property Florida Holdings III, LLC, a Delaware limited liability company (“**Edgewater III**,” and together with Edgewater Property, “**Edgewater**”), Edgewater East Community Development, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (the “**CDD**”) and JCH CP, LLC, a Florida limited liability company (“**JCH**”).

RECITALS:

A. Edgewater is the record owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “A-1” attached hereto and incorporated herein by this reference (the “**Edgewater Property 1**”) and Exhibit “A-2” attached hereto and incorporated herein by this reference (the “**Edgewater Property 2**”).

B. JCH is the owner of certain real property located in Osceola County, Florida, and more particularly described on the attached Exhibit “B,” incorporated herein by this reference (the “**JCH Property**”), which JCH Property is contiguous with the Edgewater Property 1 and the Edgewater Property 2.

C. Edgewater and JCH are parties to that certain Contract for Sale and Purchase of Edgewater Parcels dated September 30, 2020 (the “**Purchase Agreement**”), relating to JCH’s acquisition of the Edgewater Property from Edgewater.

D. JCH has requested from Edgewater and Edgewater has agreed to grant unto JCH a non-exclusive easement “in gross” over, across, through and under (i) the Edgewater Property 1 to facilitate JCH’s development of (x) the JCH Property and (y) at the option of JCH, the Edgewater Property 1 prior to the closing on JCH’s acquisition of the Edgewater Property 1 in accordance with the Purchase Agreement; and (ii) the Edgewater Property 2 as necessary in order to complete certain infrastructure improvements JCH is required and/or elects to install on the JCH Property in accordance with the Seller’s Permits and Approvals, all as more particularly set forth herein.

E. Edgewater and the CDD have requested from JCH and JCH has agreed to grant unto Edgewater and the CDD a non-exclusive easement over, across, through and under the JCH

CDD:

Edgewater East Community Development District

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 202___, by means of physical presence or online notarization, by _____, as _____ of Edgewater East Community Development District, a _____. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Serial Number is: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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ASSIGNMENT OF IMPACT FEE CREDITS

(PARCEL 1)

THIS ASSIGNMENT OF IMPACT FEE CREDITS (this “**Assignment**”) is made and entered into as of the ___ day of September, 2021 (the “**Effective Date**”), by and between **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC** (“**Edgewater Property**”), **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company (“**Edgewater III**,” and, together with Edgewater Property, “**Edgewater**”), **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**,” and, together with Edgewater, collectively, “**Assignor**”), and **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Edgewater, as seller, and Assignee, as purchaser, are parties to that certain Contract for Sale and Purchase of Edgewater Parcels dated October 27, 2020 (as amended, the “**Purchase Contract**”).

WHEREAS, on even date herewith, pursuant to the Purchase Contract, Assignor conveyed to Assignee fee simple title to Parcel 1, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

WHEREAS, in connection with the Parcel 1 Closing, pursuant to Section 11.10 of the Purchase Contract, Assignee purchased from Assignor certain water and sewer impact fee credits relating to the Parcel, as set forth on **Exhibit B** attached hereto and incorporated herein (the “**Impact Fee Credits**”).

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Defined Terms**. Unless expressly defined herein, all capitalized terms used herein shall have the meaning given to such term in the Purchase Contract.
3. **Assignment of Impact Fee Credits**. Assignor hereby transfers, assigns and conveys to Assignee the Impact Fee Credits and Assignee hereby assumes all of Assignor’s right, title and interest in and to the Impact Fee Credits.

4. Representations. Assignor hereby represents and warrants to Assignee that (i) Assignor's interest in the Impact Fee Credits is free and clear of any claims, liens or interests; (ii) Assignor has full authority and right to enter into this Assignment; and (iii) Assignor has not previously assigned, conveyed or pledged such Impact Fee Credits.

5. Cooperation. Assignor and Assignee hereby agree to cooperate in good faith with one another to effectuate this Assignment, including, without limitation, so long as there is no expense to Assignor, the execution of documents reasonably required by the City of St. Cloud to formally transfer the Impact Fee Credits to Assignee.

6. Binding Effect. This Assignment and the rights and duties hereby created shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by the laws of the State of Florida.

8. Counterparts. This Assignment may be executed by the Parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document. No direct or indirect members, managers, officers, directors or employees of Assignor shall have any personal liability in connection with this Assignment.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

EDGEWATER PROPERTY HOLDINGS, LLC,
a Delaware limited liability company, doing
business in Florida as **EDGEWATER PROPERTY
FLORIDA HOLDINGS, LLC**

By: _____

Name: Jordan Socaransky

Title: Vice President

By: _____

Name: Marc Porosoff

Title: Vice President and Secretary

**EDGEWATER PROPERTY FLORIDA
HOLDINGS III, LLC**, a Delaware limited liability
company

By: _____

Name: Jordan Socaransky

Title: Vice President

By: _____

Name: Marc Porosoff

Title: Vice President and Secretary

**Edgewater East Community Development
District**, a local unit of special-purpose government
established pursuant to Chapter 190, *Florida
Statutes*

By: _____

Name: _____

Title: _____

[Signature Page of Assignee to Follow]

ASSIGNEE:

M/I HOMES OF ORLANDO, LLC, a Florida
limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
PARCEL 1

A PARCEL OF LAND BEING ALL OF LOT 80 AND A PORTION OF LOTS 48, 49, 64, 65, 66, 79, 81, 82, 95, AND 96, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 8 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTIONS OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL, AND A PORTION OF LOTS 41, 56, 57, 72, 73, AND 88, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK "B", PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND PORTION OF THOSE CERTAIN PLATTED RIGHTS OF WAY LYING WITHIN THE BOUNDS OF THIS PARCEL.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°49'01" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD (STATE ROAD 525); THENCE RUN NORTH 00°20'10" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 409.13 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST, A DISTANCE OF 178.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1262.50 FEET, A CHORD BEARING SOUTH 45°08'13" EAST AND A CHORD DISTANCE OF 1781.17 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°43'34", A DISTANCE OF 1977.09 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°16'26" EAST, A DISTANCE OF 78.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°16'26" EAST, A DISTANCE OF 79.70 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING OF NORTH 78°54'41" EAST, AND A CHORD DISTANCE OF 8.43 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°09'22", A DISTANCE OF 8.49 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°30'39" EAST, A DISTANCE OF 29.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH 82°38'27" EAST, AND A CHORD DISTANCE OF 31.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'48", A DISTANCE OF 31.23 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 74°47'33" EAST, A DISTANCE OF 24.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, A CHORD BEARING OF NORTH 82°38'27" EAST, AND A CHORD DISTANCE OF 23.49 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'48", A DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH

89°30'39" EAST, A DISTANCE OF 125.25 FEET; THENCE RUN SOUTH 86°06'13" EAST, A DISTANCE OF 97.63 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 187.60 FEET; THENCE RUN NORTH 85°08'58" EAST, A DISTANCE OF 81.46 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 16.21 FEET; THENCE RUN NORTH 89°43'34" EAST, A DISTANCE OF 115.25 FEET; THENCE RUN NORTH 75°19'22" EAST, A DISTANCE OF 670.26 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5529.58 FEET, A CHORD BEARING OF NORTH 16°07'53" WEST AND A CHORD DISTANCE OF 1673.64 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 17°24'31", A DISTANCE OF 1680.10 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 51°44'17" WEST, A DISTANCE OF 182.68 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, A CHORD BEARING OF SOUTH 61°03'07" WEST AND A CHORD DISTANCE OF 171.88 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°37'39", A DISTANCE OF 172.63 FEET; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 66.47 FEET; THENCE RUN SOUTH 65°24'45" WEST, A DISTANCE OF 75.28 FEET; THENCE RUN SOUTH 19°38'04" EAST, A DISTANCE OF 130.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 64°38'04" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 19°38'04" EAST, A DISTANCE OF 562.50 FEET; THENCE RUN SOUTH 70°21'56" WEST, A DISTANCE OF 655.11 FEET; THENCE RUN SOUTH 16°37'09" EAST, A DISTANCE OF 56.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 27°07'42" WEST AND A CHORD DISTANCE OF 20.55 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°28'29", A DISTANCE OF 22.64 FEET; THENCE RUN SOUTH 64°41'38" WEST, A DISTANCE OF 51.83 FEET; THENCE RUN SOUTH 73°49'44" WEST, A DISTANCE OF 85.93 FEET; THENCE RUN SOUTH 70°35'03" WEST, A DISTANCE OF 24.98 FEET; THENCE RUN SOUTH 16°50'23" EAST, A DISTANCE OF 31.52 FEET; THENCE RUN SOUTH 73°13'37" WEST, A DISTANCE OF 77.57 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1312.50 FEET, A CHORD BEARING OF SOUTH 07°15'04" EAST AND A CHORD DISTANCE OF 318.87 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°57'16", A DISTANCE OF 319.66 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°16'26" EAST, A DISTANCE OF 78.97 FEET; THENCE RUN SOUTH 89°43'34" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
IMPACT FEE CREDITS

Impact Fee Credit per Lot: \$3,500.00, applied as follows:

- \$1,000.00 toward water impact fees
- \$2,500.00 toward sewer impact fees

Number of Lots in Parcel 1: 144 lots

Total Impact Fee Credits for Parcel 1: \$504,000.00, applied as follows:

- \$144,000.00 toward water impact fees
- \$360,000.00 toward sewer impact fees

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

10A

Change Order #02

EDGEWATER EAST CDD
 C/O WRATHELL, HUNT & ASSOCIATES, LLC
 2300 Glades Rd., Ste. 410W
 BOCA RATON, FL 33431

Distribution EDGEWATER EAST CDD PH.1

 Office Field
 Other

Job: EDGEWATER EAST CDD PH.1
 2074-

Contract Number: 2074- EDGEWATER EAST CDD PH.1

Change Order #: CO2: PLAN REVISIONS

To (Contractor): Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Change Order Date: 08/16/21

Change Order Page: 1

You are directed to make the following changes in this Contract: Plan Revisions 1 & 2 (RFCO-09).

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
6002	6002	1.000	.LS	CO2: Add Construction Layout	15,000.00000	15,000.00
6004	6004	1.000	.LS	CO2: Add Certified Asbuilts	5,000.00000	5,000.00
6006	6006	1.000	.LS	CO2: Add Geo-Technical Testing	14,000.00000	14,000.00
6008	6008	1.000	.LS	CO2: Add Traffic Control	5,999.00000	5,999.00
6010	6010	1.000	.LS	CO2: Add SWPP Maintenance	20,000.00000	20,000.00
6012	6012	9,512.000	LF	CO2: Add Construct Silt Fence	1.00000	9,512.00
6014	6014	1.000	.LS	CO2: Add Floating Turbidity Barrier	3,900.00000	3,900.00
6016	6016	1.000	.LS	CO2: Add Demolition (Vac. Clay Whaley & Open Cuts)	22,100.00000	22,100.00
6018	6018	2.700	AC	CO2: Add Clearing Stripping & Grubbing	3,000.00000	8,100.00
6020	6020	-415.000	LF	CO2: STORM: Deduct 24" RCP	74.00000	-30,710.00
6022	6022	269.000	LF	CO2: STORM: Add 30" RCP	100.00000	28,900.00
6024	6024	333.000	LF	CO2: STORM: Add 42" RCP	136.00000	45,288.00
6026	6026	3.000	EA	CO2: STORM: Add Manhole	5,649.00000	16,947.00
6028	6028	82.000	LF	CO2: STORM: Add Underdrain	17.00000	1,394.00
6030	6030	389.000	SY	CO2: Add 2.5" Type SP-9.5 Asphalt/12.5 Asphalt	14.75000	5,737.75
6032	6032	389.000	SY	CO2: Add 8" Limerock	15.80000	6,068.40
6034	6034	389.000	SY	CO2: Add 12" Stabilized Subgrade	6.00000	2,334.00
6036	6036	358.000	SF	CO2: Add Concrete Driveway (6" Thick)	8.00000	2,864.00
6038	6038	420.000	LF	CO2: Add 6" Conduit Directional Bore (No Detail)	43.45000	18,249.00
6040	6040	-577.000	LF	CO2: WM: Deduct 24" PVC Water Main	141.00000	-81,357.00
6042	6042	1,888.000	LF	CO2: WM: Add 24" PVC Water Main	174.56000	329,569.28
6044	6044	1.000	EA	CO2: WM: Add Open Cut 24" Watermain	6,855.91000	6,855.91
6046	6046	-3.000	EA	CO2: WM: Deduct 24" Gate Valve	15,662.00000	-46,986.00
6048	6048	12.000	EA	CO2: WM: Add 24" Gate Valve	17,946.17000	215,354.04
6050	6050	-162.000	LF	CO2: WM: Deduct 24" DIP Water Main	261.00000	-42,282.00
6052	6052	418.000	LF	CO2: WM: Add 26" HDPE Water Main	349.65000	146,153.70
6054	6054	-559.000	LF	CO2: WM: Deduct 18" PVC Water Main	78.00000	-43,602.00
6056	6056	5.000	LF	CO2: WM: Add 20" PVC Water Main	203.10000	1,015.50
6058	6058	-3.000	EA	CO2: WM: Deduct 18" Gate Valve	12,080.00000	-36,240.00
6060	6060	2.000	EA	CO2: WM: Add 20" Gate Valve	14,894.13000	29,788.26
6062	6062	-6,599.000	LF	CO2: WM: Deduct 12" PVC Water Main	37.25000	-245,812.75
6064	6064	8,775.000	LF	CO2: WM: Add 12" PVC Water Main	46.53000	408,300.76
6066	6066	162.000	LF	CO2: WM: Add 12" HDPE Water Main	99.54000	16,125.48
6068	6068	-12.000	EA	CO2: WM: Deduct 12" Gate Valve	2,830.00000	-33,960.00
6070	6070	50.000	EA	CO2: WM: Add 12" Gate Valve	3,029.54000	151,477.00
6072	6072	-134.000	LF	CO2: WM: Deduct 42" Steel Casing	1,111.00000	-148,874.00
6074	6074	175.000	LF	CO2: WM: Add 42" Steel Casing	1,115.00000	195,125.00
6076	6076	3,371.000	LF	CO2: WM: Add Test and Chlorinate	2.05000	6,910.55
6078	6078	-8.000	EA	CO2: WM: Deduct Fire Hydrant	4,183.00000	-33,464.00

Change Order #02

EDGEWATER EAST CDD
 C/O WRATHELL, HUNT & ASSOCIATES, LLC
 2300 Glades Rd., Sta.410W
 BOCA RATON, FL 33431

Distribution EDGEWATER EAST CDD PH.1

 Office Field
 Other

6080	6080	12.000 EA	CO2: WM: Add Fire Hydrant	4,883.51000	58,602.12
6082	6082	1.000 EA	CO2: WM: Add Fire Hydrant on 24" Water Main	7,382.30000	7,382.30
6084	6084	-1.000 EA	CO2: WM: Deduct Automatic Flushing Device	5,855.00000	-5,855.00
6086	6086	1.000 EA	CO2: WM: Add Automatic Flushing Device	7,600.41000	7,600.41
6088	6088	-1.000 .LS	CO2: WM: Deduct Fittings	51,685.00000	-51,685.00
6090	6090	1.000 .LS	CO2: WM: Add Fittings	139,555.19000	139,555.19
6092	6092	1.000 EA	CO2: WM: Add 18" X 12" Wet Tap	9,606.40000	9,606.40
6094	6094	1.000 EA	CO2: WM: Add Connect to Existing 18" Gate Valve	5,849.08000	5,849.08
6096	6096	1.000 EA	CO2: WM: Add Connect to Existing 20" Gate Valve	7,339.47000	7,339.47
6098	6098	4.000 EA	CO2: WM: Add Air Release Valve	4,792.62000	19,170.48
6100	6100	22.000 EA	CO2: WM: Add Blow-Off Assemblies	1,217.56000	26,788.10
6102	6102	6.000 EA	CO2: WM: Add Single Water Service	1,168.46000	7,010.88
6104	6104	15.000 EA	CO2: WM: Add Sample Point	67D.04000	10,050.60
6106	6106	277.000 LF	CO2: RM: Add 4" PVC Reclaim Water	24.54000	6,797.58
6108	6108	29.000 LF	CO2: RM: Add 6" PVC Reclaim Water	46.74000	1,355.46
6110	6110	112.000 LF	CO2: RM: Add 8" PVC Reclaim Water	26.66000	2,985.92
6112	6112	-8,629.000 LF	CO2: RM: Deduct 12" Reclaim Water	41.25000	-355,948.25
6114	6114	4,782.000 LF	CO2: RM: Add 12" PVC Reclaim Water	50.15000	239,817.30
6116	6116	1.000 EA	CO2: RM: Add Open Cut 12" Reclaim	8,255.54000	6,255.54
6118	6118	6,173.000 LF	CO2: RM: Add 16" PVC Reclaim Water	81.02000	500,136.46
6120	6120	-119.000 LF	CO2: RM: Deduct 12" HDPE Reclaim Water	145.00000	-17,255.00
6122	6122	540.000 LF	CO2: RM: Add 14" HDPE Reclaim Water	158.01000	84,245.40
6124	6124	-20.000 EA	CO2: RM: Deduct 12" Gate Valve	2,852.00000	-57,040.00
6128	6126	3.000 EA	CO2: RM: Add 6" Gate Valve	1,361.27000	4,083.81
6128	6128	24.000 EA	CO2: RM: Add 12" Gate Valve	3,066.26000	73,590.24
6130	6130	4.000 EA	CO2: RM: Add 4" Gate Valve	1,237.19000	4,948.76
6132	6132	25.000 EA	CO2: RM: Add 18" Gate Valve	5,944.99000	148,824.75
6134	6134	8.000 EA	CO2: RM: Add 8" Gate Valve	1,772.31000	14,178.48
6136	6136	3.000 EA	CO2: RM: Add Air Release Valve	12,412.00000	37,236.00
6138	6138	-134.000 LF	CO2: RM: Deduct 24" Steel Casing	606.00000	-81,204.00
6140	6140	175.000 LF	CO2: RM: Add 24" Steel Casing	605.86000	108,025.50
6142	6142	3,284.000 LF	CO2: RM: Add Testing	2.10000	6,896.40
6144	6144	-1.000 .LS	CO2: RM: Deduct Fittings	65,006.00000	-65,008.00
6146	6146	1.000 .LS	CO2: RM: Add Fittings	137,123.95000	137,123.95
6148	6148	-1.000 EA	CO2: RM: Deduct 12" F.B. Tapping Sleeve	9,368.00000	-9,368.00
6150	6150	1.000 EA	CO2: RM: Add 12" F.B. Tapping Sleeve	9,444.92000	9,444.92
6152	6152	4.000 EA	CO2: RM: Add Irrig. Meter Assbly (Meter by City)	8,460.73000	33,842.92
6154	6154	11.000 EA	CO2: RM: Add Blow-Off Assemblies	1,281.97000	13,881.67
6156	6156	-6,092.000 LF	CO2: FM: Deduct 10" PVC Force Main	31.00000	-188,852.00
6158	6158	6,563.000 LF	CO2: FM: Add 12" PVC Force Main	46.60000	305,835.80
6160	6160	-9.000 EA	CO2: FM: Deduct 10" Gate Valve	2,300.00000	-20,700.00
6162	6162	27.000 EA	CO2: FM: Add 12" Gate Valve	3,807.16000	102,793.32
6164	6164	2,361.000 LF	CO2: FM: Deduct 8" PVC Force Main	27.00000	63,747.00
6166	6166	1,167.000 LF	CO2: FM: Add 8" PVC Force Main	31.38000	36,620.46
6168	6168	-281.000 LF	CO2: FM: Deduct 8" HDPE Force Main	78.00000	-21,918.00
6170	6170	-7.000 EA	CO2: FM: Deduct 8" Gate Valve	1,700.00000	-11,900.00
6172	6172	1.000 EA	CO2: FM: Add 8" Gate Valve	2,484.57000	2,484.57
6174	6174	-134.000 LF	CO2: FM: Deduct 20" HDPE Casing	570.00000	-76,380.00
6176	6176	-4.000 EA	CO2: FM: Deduct Air Release Valve	7,100.00000	-28,400.00
6178	6178	3.000 EA	CO2: FM: Add Air Release Valve	7,835.80000	23,506.80
6180	6180	-1,014.000 LF	CO2: FM: Deduct Testing	2.00000	-2,028.00
6182	6182	-1.000 .LS	CO2: FM: Deduct Fittings	90,000.00000	-90,000.00
6184	6184	1.000 .LS	CO2: FM: Add Fittings	118,872.45000	118,872.45

Total for Change Order 02

2,293,528.11

Change Order #02

EDGEWATER EAST CDD
C/O WRATHELL, HUNT & ASSOCIATES, LLC
2300 Glades Rd., Ste. 410W
BOCA RATON, FL 33431

Distribution

- EDGEWATER EAST CDD PH.1
-
- Office Field
- Other

Not valid until signed by both the Owner and Engineer. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	7,793,015.40
The net change by previously authorized Change Orders was	2,963.13
The Contract Sum prior to this Change Order was	7,795,978.53
The Contract Sum will be increased by this Change Order	2,283,528.11
The new Contract Sum will be	10,089,504.64

Contracts Days Changed By 0 Days

The Contract Time will be determined after the full Notice to Proceed is issued.

Authorized By Owner:
EDGEWATER EAST CDD
C/O WRATHELL, HUNT & ASSOCIATES, LLC
2300 Glades Rd., Ste. 410W
BOCA RATON, FL 33431

Accepted By Contractor:
Jr. Davis Construction Co., Inc.
210 Hangar Road
Kissimmee, FL 34741

CEW

Engineer:
Hanson, Walter & Assoc., Inc.
8 Broadway, Suite 104
Kissimmee, FL 34741-5708

Edgewater East Phase 1 - Cross Prairie Parkway Plan Changes RFCO #09



JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Jackson Nealis
Phone: 407-870-0066
Email: Jackson.Nealis@Jr-Davis.com

Jr. Davis Construction Company, Inc.

<u>Quote To:</u>	Shawn Hindle	<u>Proposal Date:</u>	May 25, 2021
<u>Company:</u>	Hanson, Walter & Assoc., Inc.	<u>Date of Plans:</u>	02/08/2020
<u>Phone:</u>	(407) 847-9433	<u>Revision Date:</u>	03/02/2021
<u>Email:</u>		<u>Addendums:</u>	
		<u>HCSS#:</u>	2074RFCO01

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GENERAL					
210	Add Construction Layout	1.00	LS	15,000.00	15,000.00
310	Add Certified Asbuilts	1.00	LS	5,000.00	5,000.00
410	Add Geo-Technical Testing	1.00	LS	14,000.00	14,000.00
560	Add Traffic Control	1.00	LS	5,999.00	5,999.00
660	Add SWPP Maintenance	1.00	LS	20,000.00	20,000.00
760	Add Construct Silt Fence	9,512.00	LF	1.00	9,512.00
810	Add Floating Turbidity Barrier	1.00	LS	3,900.00	3,900.00
910	Add Demolition (Vacated Clay Whaley and Open Cuts)	1.00	LS	22,100.00	22,100.00
GENERAL TOTAL					\$95,511.00
EARTHWORK/GRADING					
1160	Add Clearing, Stripping & Grubbing	2.70	AC	3,000.00	8,100.00
EARTHWORK/GRADING TOTAL					\$8,100.00
STORM					
1860	Deduct 24" RCP	-415.00	LF	74.00	-30,710.00
2060	Add 30" RCP	269.00	LF	100.00	26,900.00
2410	Add 42" RCP	333.00	LF	136.00	45,288.00
3610	Add Manhole	3.00	EA	5,649.00	16,947.00
3760	Add Underdrain	82.00	LF	17.00	1,394.00
STORM TOTAL					\$59,819.00
PAVEMENT					
4060	Add 2.5" Type SP-9.5 Asphalt/12.5 Asphalt	389.00	SY	14.75	5,737.75
4160	Add 8" Limerock	389.00	SY	15.60	6,068.40
4260	Add 12" Stabilized Subgrade	389.00	SY	6.00	2,334.00
4510	Add Concrete Driveway (6" Thick)	358.00	SF	8.00	2,864.00
4860	Add 6" Conduit Directional Bore (No Detail)	420.00	LF	43.45	18,249.00
PAVEMENT TOTAL					\$35,253.15
TRAFFIC CONTROL - CLAY WHALEY - OFF SITE					

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TRAFFIC CONTROL-CLAY WHALEY-OFF SITE TOTLA					
WATER SYSTEM					
5410	Deduct 24" PVC Water Main	-577.00	LF	141.00	-81,357.00
5460	Add 24" PVC Water Main	1,888.00	LF	174.56	329,569.28
5465	Add Open Cut 24" Watermain	1.00	EA	6,855.91	6,855.91
5560	Deduct 24" Gate Valve	-3.00	EA	15,662.00	-46,986.00
5610	Add 24" Gate Valve	12.00	EA	17,946.17	215,354.04
5710	Deduct 24" DIP Water Main	-162.00	LF	261.00	-42,282.00
5760	Add 26" HDPE Water Main	418.00	LF	349.65	146,153.70
5860	Deduct 18" PVC Water Main	-559.00	LF	78.00	-43,602.00
5910	Add 20" PVC Water Main	5.00	LF	203.10	1,015.50
6010	Deduct 18" Gate Valve	-3.00	EA	12,080.00	-36,240.00
6060	Add 20" Gate Valve	2.00	EA	14,894.13	29,788.26
6160	Deduct 12" PVC Water Main	-6,599.00	LF	37.25	-245,812.75
6210	Add 12" PVC Water Main	8,775.00	LF	46.53	408,300.75
6260	Add 12" HDPE Water Main	162.00	LF	99.54	16,125.48
6360	Deduct 12" Gate Valve	-12.00	EA	2,830.00	-33,960.00
6410	Add 12" Gate Valve	50.00	EA	3,029.54	151,477.00
6510	Deduct 42" Steel Casing	-134.00	LF	1,111.00	-148,874.00
6560	Add 42" Steel Casing	175.00	LF	1,115.00	195,125.00
6660	Add Test and Chlorinate	3,371.00	LF	2.05	6,910.55
6760	Deduct Fire Hydrant	-8.00	EA	4,183.00	-33,464.00
6810	Add Fire Hydrant	12.00	EA	4,883.51	58,602.12
6860	Add Fire Hydrant on 24" Water Main	1.00	EA	7,382.30	7,382.30
6960	Deduct Automatic Flushing Device	-1.00	EA	5,855.00	-5,855.00
7010	Add Automatic Flushing Device	1.00	EA	7,600.41	7,600.41
7110	Deduct Fittings	-1.00	LS	51,685.00	-51,685.00
7160	Add Fittings	1.00	LS	139,555.19	139,555.19
7260	Add 18" X 12" Wet Tap	1.00	EA	9,606.40	9,606.40
7310	Add Connect to Existing 18" Gate Valve	1.00	EA	5,849.08	5,849.08
7360	Add Connect to Existing 20" Gate Valve	1.00	EA	7,339.47	7,339.47
7410	Add Air Release Valve	4.00	EA	4,792.62	19,170.48
7460	Add Blow-Off Assemblies	22.00	EA	1,217.55	26,786.10
7510	Add Single Water Service	6.00	EA	1,168.48	7,010.88
7560	Add Sample Point	15.00	EA	670.04	10,050.60
WATER SYSTEM TOTAL					\$1,035,510.75
RECLAIM WATER SYSTEM					
7710	Add 4" PVC Reclaim Water	277.00	LF	24.54	6,797.58
7760	Add 6" PVC Reclaim Water	29.00	LF	46.74	1,355.46
7810	Add 8" PVC Reclaim Water	112.00	LF	26.66	2,985.92
7910	Deduct 12" Reclaim Water	-8,629.00	LF	41.25	-355,946.25
7960	Add 12" PVC Reclaim Water	4,782.00	LF	50.15	239,817.30
7965	Add Open Cut 12" Reclaim	1.00	EA	6,255.54	6,255.54
8010	Add 16" PVC Reclaim Water	6,173.00	LF	81.02	500,136.46
8110	Deduct 12" HDPE Reclaim Water	-119.00	LF	145.00	-17,255.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8160	Add 14" HDPE Reclaim Water	540.00	LF	156.01	84,245.40
8260	Deduct 12" Gate Valve	-20.00	EA	2,852.00	-57,040.00
8310	Add 6" Gate Valve	3.00	EA	1,361.27	4,083.81
8360	Add 12" Gate Valve	24.00	EA	3,066.26	73,590.24
8410	Add 4" Gate Valve	4.00	EA	1,237.19	4,948.76
8460	Add 16" Gate Valve	25.00	EA	5,944.99	148,624.75
8510	Add 8" Gate Valve	8.00	EA	1,772.31	14,178.48
8560	Add Air Release Valve	3.00	EA	12,412.00	37,236.00
8660	Deduct 24" Steel Casing	-134.00	LF	606.00	-81,204.00
8710	Add 24" Steel Casing	175.00	LF	605.86	106,025.50
8810	Add Testing	3,284.00	LF	2.10	6,896.40
8910	Deduct Fittings	-1.00	LS	65,008.00	-65,008.00
8960	Add Fittings	1.00	LS	137,123.95	137,123.95
9060	Deduct 12" F.B. Tapping Sleeve	-1.00	EA	9,368.00	-9,368.00
9110	Add 12" F.B. Tapping Sleeve	1.00	EA	9,444.92	9,444.92
9160	Add Irrigation Meter Assembly (Meter by City)	4.00	EA	8,460.73	33,842.92
9210	Add Blow-Off Assemblies	11.00	EA	1,261.97	13,881.67
REUSE WATER SYSTEM TOTAL					\$845,649.81
SANITARY SEWER					
9410	Deduct 10" PVC Force Main	-6,092.00	LF	31.00	-188,852.00
9460	Add 12" PVC Force Main	6,563.00	LF	46.60	305,835.80
9560	Deduct 10" Gate Valve	-9.00	EA	2,300.00	-20,700.00
9610	Add 12" Gate Valve	27.00	EA	3,807.16	102,793.32
9710	Deduct 8" PVC Force Main	2,361.00	LF	27.00	63,747.00
9760	Add 8" PVC Force Main	1,167.00	LF	31.38	36,620.46
9860	Deduct 8" HDPE Force Main	-281.00	LF	78.00	-21,918.00
9960	Deduct 8" Gate Valve	-7.00	EA	1,700.00	-11,900.00
10010	Add 8" Gate Valve	1.00	EA	2,484.57	2,484.57
10110	Deduct 20" HDPE Casing	-134.00	LF	570.00	-76,380.00
10210	Deduct Air Release Valve	-4.00	EA	7,100.00	-28,400.00
10260	Add Air Release Valve	3.00	EA	7,835.60	23,506.80
10360	Deduct Testing	-1,014.00	LF	2.00	-2,028.00
10460	Deduct Fittings	-1.00	LS	90,000.00	-90,000.00
10510	Add Fittings	1.00	LS	118,872.45	118,872.45
SANITARY SEWER TOTAL					\$213,682.40
GRAND TOTAL					2,293,526.11

NOTES:

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.
2. No lift station is included in this proposal.
3. No site lighting or associated electrical is included in this proposal.
4. No skimmer is included for the sodded overflow weir.
5. No mulch or wetland plantings in the bio swale is included in this proposal.
6. The MSE wall identified on sheet #10 and shown on sheet #37 as a gravity wall, was bid as a segmental block retaining wall

per the details on Sheet #23 & #24.

7. The 6" Empty Conduit crossing under the Turnpike is quoted as a Directional Bore using HDPE DR11. No detail was provided.

8. All additional time required for these plan changes will be determined after the full Notice to Proceed is issued.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

10B

Change Order #03

EDGEWATER EAST CDD
 C/O WRATHELL, HUNT & ASSOCIATES, LLC
 2300 Glades Rd., Ste. 410W
 BOCA RATON, FL 33431

Distribution EDGEWATER EAST CDD PH.1

 Office Field
 Other

Job: EDGEWATER EAST CDD PH.1
 2074-

Contract Number: 2074- EDGEWATER EAST CDD PH.1

Change Order #: CO3: COMCAST SLEEVING & WETLANDS CROSS DRAIN REV

To (Contractor): Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Change Order Date: 09/15/21

Change Order Page: 1

You are directed to make the following changes in this Contract: Comcast Sleevling (RFCO4) and Wetlands Cross Drain Revisions (RFCO10).

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
6186	6186	480.000	LF	CO3: SLEEVING: COMCAST RFCO-4	25.27000	12,129.60
6188	6188	330.000	LF	CO3: WETLANDS CROSS DRN 24"x38" ERCP RFCO10	130.00000	42,900.00
6190	6190	4.000	EA	CO3: WETLANDS CROSS DRN 24"x38" MES 2:1 RFCO10	4,100.00000	16,400.00
6192	6192	3.000	EA	CO3: WETLANDS CROSS DRN Pressure Pipe Deflections	7,400.00000	22,200.00
6194	6194	1.000	.LS	CO3: WETLANDS CROSS DRN Survey and As-Builts	2,000.00000	2,000.00
6196	6196	187.000	LF	CO3: WETLANDS CROSS DRN Added 30" RCP RFCO10	100.00000	18,700.00
6198	6198	1.000	.LS	CO3: WETLANDS CROSS DRN Structure Modifications	2,300.00000	2,300.00
Total for Change Order 03						116,629.60

Not valid until signed by both the Owner and Engineer. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

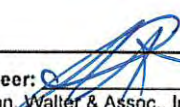
The original Contract Sum was	7,793,016.40
The net change by previously authorized Change Orders was	2,296,489.24
The Contract Sum prior to this Change Order was	10,089,504.64
The Contract Sum will be increased by this Change Order	116,629.60
The new Contract Sum will be	10,206,134.24

Contracts Days Changed By 0 Days

The Contract Time will be unchanged

Authorized By Owner: _____
 EDGEWATER EAST CDD
 C/O WRATHELL, HUNT & ASSOCIATES, LLC
 2300 Glades Rd., Ste. 410W
 BOCA RATON, FL 33431

Accepted By Contractor:  _____
 Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Engineer:  _____
 Hanson, Walter & Asspc., Inc.
 8 Broadway, Suite 104
 Kissimmee, FL 34741-5708

Edgewater East Phase 1 - Cross Prairie Parkway RFCO #04 - Comcast Sleevling



JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Jackson Nealis
Phone: (407) 319 - 6970
Email: jackson.nealis@jr-davis.com

Jr. Davis Construction Company, Inc.

Quote To: Shawn Hindle
Company: Hanson, Walter & Assoc., Inc.
Phone: (407) 847-9433
Email:

Proposal Date: 6/10/2021
Date of Plans: 03/29/2021
Revision Date: 05/21/2021 Comcast Markup
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
930	Sleevling: Comcast	480.00	LF	25.27	12,129.60
GRAND TOTAL					12,129.60

NOTES:

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.
2. No lift station is included in this proposal.
3. No site lighting or associated electrical is included in this proposal.

Edgewater East Phase 1 - RFCO #10: Wetlands Cross Drain Changes



JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Jackson Nealis
Phone: (407) 319-6970
Email: jackson.nealis@jr-davis.com

Jr. Davis Construction Company, Inc.

Quote To: Shawn Hindle
Company: Hanson, Walter & Assoc., Inc.
Phone: (407) 847-9433
Email:

Proposal Date: 8/12/2021
Date of Plans: 6/23/2021
Revision Date: 8/5/2021
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	24"x38" ERCP	330.00	LF	130.00	42,900.00
1020	24"x38" MES 2:1	4.00	EA	4,100.00	16,400.00
1030	Pressure Pipe Deflections	3.00	EA	7,400.00	22,200.00
1040	Survey and As-Builts	1.00	LS	2,000.00	2,000.00
1050	Added 30" RCP	187.00	LF	100.00	18,700.00
1060	Structure Modifications	1.00	LS	2,300.00	2,300.00
GRAND TOTAL					104,500.00

NOTES:

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

11

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2021**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 11,620	\$ -	\$ -	\$ 11,620
Investments				
Reserve	-	1,112,580	-	1,112,580
Interest	-	448,654	-	448,654
Construction	-	-	12,710,706	12,710,706
Cost of issuance	-	10,001	-	10,001
Due from Landowner	11,850	-	-	11,850
Total assets	<u>\$ 23,470</u>	<u>\$1,571,235</u>	<u>\$12,710,706</u>	<u>\$14,305,411</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 11,650	\$ -	\$ -	\$ 11,650
Retainage payable	-	-	62,727	62,727
Due to Landowner	5,725	-	-	5,725
Due to other	121	-	-	121
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>23,496</u>	<u>-</u>	<u>62,727</u>	<u>86,223</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	11,850	-	-	11,850
Total deferred inflows of resources	<u>11,850</u>	<u>-</u>	<u>-</u>	<u>11,850</u>
Fund balances:				
Restricted for:				
Debt service	-	1,571,235	-	1,571,235
Capital projects	-	-	12,647,979	12,647,979
Unassigned	(11,876)	-	-	(11,876)
Total fund balances	<u>(11,876)</u>	<u>1,571,235</u>	<u>12,647,979</u>	<u>14,207,338</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 23,470</u>	<u>\$1,571,235</u>	<u>\$12,710,706</u>	<u>\$14,305,411</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ 117,903	\$ 128,780	92%
Total revenues	<u>-</u>	<u>117,903</u>	<u>128,780</u>	92%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	44,000	48,000	92%
Legal	435	10,081	50,000	20%
Engineering	-	17,990	3,500	514%
Audit	-	3,000	5,000	60%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	-	-	5,250	0%
DSF accounting & assessment rolls	458	2,750	5,500	50%
Telephone	16	183	200	92%
Postage	20	66	500	13%
Printing & binding	42	458	500	92%
Legal advertising	124	660	1,500	44%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	26	509	500	102%
Website				
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	210	200	105%
Total professional & administrative	<u>5,204</u>	<u>87,262</u>	<u>128,780</u>	68%
Excess/(deficiency) of revenues over/(under) expenditures	(5,204)	30,641	-	
Fund balances - beginning	(6,672)	(42,517)	-	
Fund balances - ending	<u>\$ (11,876)</u>	<u>\$ (11,876)</u>	<u>\$ -</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 8	\$ 36
Total revenues	8	36
EXPENDITURES		
Debt service		
Cost of issuance	-	241,650
Underwriter's discount	-	397,900
Total debt service	-	639,550
Excess/(deficiency) of revenues over/(under) expenditures	8	(639,514)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,053,928
Original issue discount	-	152,256
Transfer out	(6)	(25)
Transfer in	-	17,887
Total other financing sources	(6)	2,224,046
Net change in fund balances	2	1,584,532
Fund balances - beginning	1,571,233	(13,297)
Fund balances - ending	\$ 1,571,235	\$ 1,571,235

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 66	\$ 357
Total revenues	66	357
EXPENDITURES		
Capital outlay	141,571	5,163,937
Total expenditures	141,571	5,163,937
Excess/(deficiency) of revenues over/(under) expenditures	(141,505)	(5,163,580)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	17,841,072
Transfer in	6	25
Transfer out	-	(17,887)
Total other financing sources/(uses)	6	17,823,210
Net change in fund balances	(141,499)	12,659,630
Fund balances - beginning	12,789,478	(11,651)
Fund balances - ending	\$ 12,647,979	\$ 12,647,979

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

12

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**MINUTES OF MEETING
EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on September 9, 2021 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741 and at 1-888-354-0094, Participant Passcode: 413 553 5047.

Present were:

Noah Breakstone	Chair
Kevin Mays	Vice Chair
Justin Onorato	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Michelle Rigoni (via telephone)	District Counsel
Shawn Hindle	District Engineer
Kevin Kramer	BTI Partners
Bobby Wanas	BTI Partners

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 9:02 a.m. Supervisors Breakstone, Mays and Onorato were present. Supervisors Osborn and Vargas were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Supervisor Philip Vargas [Seat 4] (Term Expires November 2022)

39 Mr. Wrathell presented the resignation of Supervisor Philip Vargas from Seat 4.

40

41 **On MOTION by Mr. Mays and seconded by Mr. Breakstone, with all in favor,**
42 **the resignation of Supervisor Philip Vargas from Seat 4, was accepted.**

43

44

45 **FOURTH ORDER OF BUSINESS**

**Consider Appointment of Kevin Kramer to
Fill Unexpired Term of Seat 4**

46

47

48

49 **On MOTION by Mr. Mays and seconded by Mr. Breakstone, with all in favor,**
50 **the appointment of Mr. Kevin Kramer to Seat 4, term expires November 2022,**
51 **was approved.**

52

53

54 Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the
55 Oath of Office to Mr. Kevin Kramer.

56

57 **FIFTH ORDER OF BUSINESS**

**Acceptance of Resignation of Supervisor
Michael Osborn [Seat 5] (*Term Expires
November 2022*)**

58

59

60

61 Mr. Wrathell presented the resignation of Supervisor Michael Osborn from Seat 5.

62

63 **On MOTION by Mr. Mays and seconded by Mr. Breakstone, with all in favor,**
64 **the resignation of Supervisor Michael Osborn from Seat 5, was accepted.**

65

66

67 **SIXTH ORDER OF BUSINESS**

**Consider Appointment of Bobby Wanas to
Fill Unexpired Term of Seat 5**

68

69

70

71 **On MOTION by Mr. Mays and seconded by Mr. Onorato, with all in favor, the**
72 **appointment of Mr. Bobby Wanas to Seat 4, term expires November 2022, was**
73 **approved.**

74

75

76 **SEVENTH ORDER OF BUSINESS** **Administration of Oath of Office to Newly**
 77 **Appointed Supervisors (the following will**
 78 **be provided in a separate package)**
 79

80 Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the
 81 Oath of Office to Mr. Bobby Wanas. He discussed email and the District Manager's role as the
 82 custodian of public records and respondent to public records requests. All Supervisors would
 83 be provided with a CDD email address. He explained the following:

84 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

85 **B. Membership, Obligations and Responsibilities**

86 **C. Financial Disclosure Forms**

87 **I. Form 1: Statement of Financial Interests**

88 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

89 **III. Form 1F: Final Statement of Financial Interests**

90 **D. Form 8B – Memorandum of Voting Conflict**

91

92 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2021-10,**
 93 **Designating Certain Officers of the District,**
 94 **and Providing for an Effective Date**
 95

96 Mr. Wrathell presented Resolution 2021-10. Mr. Mays nominated the following slate of
 97 officers:

98	Chair	Noah Breakstone
99	Vice Chair	Kevin Mays
100	Secretary	Craig Wrathell
101	Assistant Secretary	Kevin Kramer
102	Assistant Secretary	Bobby Wanas
103	Assistant Secretary	Justin Onorato
104	Assistant Secretary	Kristen Suit
105	Assistant Secretary	Cindy Cerbone
106	Assistant Secretary	Daniel Rom
107	Treasurer	Craig Wrathell

108 Assistant Treasurer Jeff Pinder

109 No other nominations were made.

110

111 **On MOTION by Mr. Onorato and seconded by Mr. Breakstone, with all in favor,**
112 **Resolution 2021-10, Designating Certain Officers of the District, as nominated,**
113 **and Providing for an Effective Date, was adopted.**

114

115

116 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of July 31, 2021**

117

118

119 Mr. Wrathell presented the Unaudited Financial Statements as of July 31, 2021. Mr.
120 Breakstone noted that it seemed the CDD expenses would come in well under budget at year
121 end and asked why the "Engineering" line item was over budget. Mr. Wrathell believed that
122 Accounting Staff spoke to the District Engineer about expenses that most likely should have
123 been requisitioned for payment from the bond proceeds. Engineering expenses are typically
124 drawn from the Construction account until it is depleted and, in the event expenses should be
125 recoded, the applicable expenses can be requisitioned from the Construction account and
126 funds could be returned to the General Fund. It might be necessary to amend the Fiscal Year
127 2022 budget to provide a contingency for Engineering fees.

128 Mr. Kramer asked where the bond proceeds expended thus far are accounted for on the
129 balance sheet. Mr. Wrathell stated that bond proceeds were spent on capital assets and
130 physical improvements that are shown on the Capital Asset Schedule on the audit; a copy can
131 be provided on request. Mr. Kramer asked how he could track monies spent and monies
132 available. Mr. Hindle stated he was in the process of making adjustments to account for
133 increases due to impact fee credits issued on increased construction costs.

134 Mr. Wrathell described the Accounting Department procedures for tracking
135 construction proceeds and assets and the Capital Improvement Plan (CIP). The monthly
136 requisition and trust reconciliation spreadsheet produced by Ms. Schackmann, in cooperation
137 with the District Engineer, can be forwarded to interested Board Members.

138 Mr. Kramer requested that Ms. Shackmann forward the reconciled requisition
139 spreadsheet and the CIP to himself and Mr. Onorato each month. He stated that the CDD would

140 begin receiving credits for reservation fees and reimbursements soon and these would also
141 need to be tracked. Mr. Wrathell stated those monies would be reflected in the financials and
142 the spreadsheet would track available funds.

143

144 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
145 **Unaudited Financial Statements as of July 31, 2021, were accepted.**

146

147

148 **TENTH ORDER OF BUSINESS**

**Approval of August 5, 2021 Public Hearing
and Regular Meeting Minutes**

149

150

151 Mr. Wrathell presented the August 5, 2021 Public Hearing and Regular Meeting
152 Minutes.

153

154 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
155 **August 5, 2021 Public Hearing and Regular Meeting Minutes, as presented,**
156 **were approved.**

157

158

159 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

160

161 **A. District Counsel: *Hopping Green & Sams, P.A.***

162 Ms. Rigoni stated that her colleague, Mr. Joe Brown, was still gathering the necessary
163 documents for the boundary amendment. Discussion ensued regarding the property in
164 question. Mr. Wrathell recalled that some of the property included bond debt to be reallocated
165 over property that was annexed into the CDD. A Board Member confirmed that 40 units were
166 included in the annexation. Mr. Wrathell discussed the need for a supplement to the Engineer's
167 Report and the Assessment Methodology to reallocate the debt as originally contemplated.

168 Mr. Kramer stated that he has the original, signed owner's consent for the boundary
169 amendment. Ms. Rigoni asked for it to be forwarded to Mr. Brown's attention. Mr. Kramer
170 stated that PDFs of all other documents were emailed so he believed that Mr. Brown should
171 have everything necessary to submit the boundary amendment. He asked to be notified if
172 anything is missing. Ms. Rigoni stated she would speak with Mr. Brown today.

173 **B. District Engineer: *Hanson, Walter & Associates, Inc.***

174 There was no report.

175 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

176 Discussion ensued regarding the date of the next meeting. Mr. Wrathell stated the
177 Supplemental Engineer's Report and Supplemental Assessment Methodology would be
178 prepared so that, when approved, the bond-related debt assessments could be reallocated to
179 the newly annexed property. A Board Member stated that the two parcels in question were
180 identified as expansion parcels in the original establishment of the CDD. Mr. Hindle stated he
181 believed the Engineer's Report anticipated those units.

182 Ms. Rigoni stated her belief that, according to the new expansion processes, it would be
183 necessary to proceed with the assessment process again. She discussed the reasons due to the
184 funds being held in escrow. Mr. Wrathell stated the cost of advertising the assessment hearings
185 is \$5,500 and asked if it could coincide with another meeting. Mr. Kramer stated, while time is
186 of the essence in this case, other add-on parcels, some which were contemplated and some
187 which were not, could be consolidated more cost-effectively in the future. Mr. Wrathell stated
188 Staff would be ready and Resolutions would be prepared to proceed as soon as possible. Mr.
189 Breakstone asked why the advertising is so expensive. Mr. Wrathell stated that it is very
190 expensive because, according to Statute, the entire Resolution must be published in a
191 newspaper of general circulation. Mr. Kramer stated, despite the cost of advertising, this public
192 hearing must be expedited, as it includes a parcel that is part of a land sale.

193 • **NEXT MEETING DATE: October 7, 2021 at 9:00 A.M.**

194 ○ **QUORUM CHECK**

195 The next meeting will be held October 7, 2021, unless canceled.

196

197 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

198

199 Mr. Mays stated that the CDD would need to utilize more bond funds and asked about
200 the timing of the next series of bonds. Mr. Wrathell described the process and stated that
201 future bond issuances could proceed more quickly than the initial bond issue.

202

203

204 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

205

206 There were no public comments.

207

208 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

209

210 There being nothing further to discuss, the meeting adjourned.

211

212 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the**
213 **meeting adjourned at 9:50 a.m.**

214

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219

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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225
226
227

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

13C

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2021	Regular Meeting	9:00 AM
November 4, 2021	Regular Meeting	9:00 AM
December 2, 2021	Regular Meeting	9:00 AM
January 6, 2022	Regular Meeting	9:00 AM
February 3, 2022	Regular Meeting	9:00 AM
March 3, 2022	Regular Meeting	9:00 AM
April 7, 2022	Regular Meeting	9:00 AM
May 5, 2022	Regular Meeting	9:00 AM
June 2, 2022	Regular Meeting	9:00 AM
July 7, 2022	Regular Meeting	9:00 AM
August 4, 2022	Regular Meeting	9:00 AM
September 1, 2022	Public Hearing & Regular Meeting	9:00 AM