

**EDGEWATER EAST
COMMUNITY DEVELOPMENT
DISTRICT**

December 2, 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

November 24, 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 December 2, 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 First Amended and Restated Interlocal Agreement Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices
4. Ratification of Resolution 2022-01, Amending Resolution 2021-09, Directing the Chairman and District Staff to File a Petition with Osceola County, Florida, Requesting the Passage of an Ordinance Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of the Boundary Amendment Process; and Providing an Effective Date
5. Consideration of Form of Published Notice of Public Hearing to Consider an Ordinance Expanding the Boundaries of the Edgewater East Community Development District
6. Consideration of Form of Amended Notice of Establishment of the Edgewater East Community Development District
7. Update: October 25, 2021 Organization Meeting with Osceola County Regarding the Acquisition of Road Right-of-Way
8. Acceptance of Unaudited Financial Statements as of October 31, 2021
9. Approval of October 7, 2021 Regular Meeting Minutes

10. Staff Reports

- A. District Counsel: *Kutak Rock, LLP*
- B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - Ratification of Change Orders
 - I. #02: Plan Revisions
 - II. #03 Comcast Sleeving & Wetlands Drain Rev
 - III. #05: Phase 1 Civil Work
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: January 6, 2022 at 9:00 A.M.

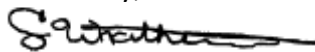
○ QUORUM CHECK

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

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. 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

This instrument prepared by and return to:
Joseph A. Brown
Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
OSCEOLA COUNTY, FLORIDA AND
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
EXERCISE OF POWERS AND COOPERATION ON PROVIDING ADDITIONAL
DISCLOSURE AND NOTICES**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT (the "First Amended and Restated Interlocal Agreement"), dated as of _____, 2021, is entered into by and between Osceola County, Florida (the "County"), a political subdivision of the State of Florida and the Edgewater East Community Development District (the "District"), a community development district created pursuant to the provisions of Chapter 190, Florida Statutes, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS:

WHEREAS, Edgewater Property Florida Holdings, LLC, a Florida limited liability company (the "Petitioner"), as fee simple owner of certain real property located in Osceola County, Florida, did file with the County on February 17, 2020, a petition (the "Petition") pursuant to the Act (as defined herein) to establish the Edgewater East Community Development District; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the "County Board"), on June 15, 2020, granted the Petition; and

WHEREAS, on June 15, 2020, concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. 2020-49, as subsequently amended by Ordinance No. 2020-66 to correct a scrivener's error, establishing the District (collectively the "Establishing Ordinance"); and

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Act, and is limited to the performance of those specialized functions authorized by the Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted, and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1) of the Act, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with the Act, the County expressed in the Establishing Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(1) and 190.012(2)(a) of the Act, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the Petitioner presented to the District Board, after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing; and

WHEREAS, in September 2020 the County and District thereafter entered into that certain "Interlocal Agreement Between Osceola County, Florida and Edgewater East Community Development District Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices" (the "Original Interlocal Agreement") finding it to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, on [REDACTED] 2021, the County enacted Ordinance No. 2022-[REDACTED] amending the boundaries of the District (the “Boundary Amendment Ordinance,” and, collectively with the Establishing Ordinance, the “Ordinance”); and

WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District and County desire to enter into this Amended and Restated Interlocal Agreement so that the terms of the Original Interlocal Agreement apply to all property within the District’s boundaries as amended by the Boundary Amendment Ordinance; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I - INTRODUCTION

Section 1.01 Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03 Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04 Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

"District Board" means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

"Capital Assessments" means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel, This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the Act, respectively.

"Act" means the "Uniform Community Development District Act of 1980" codified in Chapter 190, Florida Statutes, as amended from time to time.

"Parcel" means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

"Property" means the lands within the boundaries of the District as established by the Ordinance and as identified in the attached **Exhibit A**, which is hereby incorporated herein.

ARTICLE II - DISTRICT POWERS

Section 2.01 Exercise of Powers.

A. Powers. The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(2)(d), 190.012(3) and 190.012(4), Florida Statutes.

B. Acknowledgment of Powers. The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b), 190.012(2)(c), 190.012(2)(e) and 190.012(2)(f), Florida Statutes, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01 Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a "Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments" and a "Notice of Lien," (or similar notices) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District
Disclosure of Public Financing
This Interlocal Agreement

Section 3.02 Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to publish in a newspaper that meets the requirements of Chapter 190, once a year a notice of District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("District Meeting Schedule", which notice shall designate the date, time and place of each of the scheduled meetings. The

described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as noted in Section 3.03 hereunder.

ARTICLE IV –ENHANCED IMPROVEMENTS AND INFRASTRUCTURE

Section 4.01 Acknowledgement of Edgewater East Enhancements. The District hereby acknowledges that the following Edgewater East Enhancements, i.e., elements of enhanced infrastructure intended to be delivered by District or Petitioner to the residents of the development, will exceed the County's design standards or otherwise deliver infrastructure or services that would not otherwise be provided by the County:

A. **Multimodal Corridor with Entry Enhancements:** Several fully landscaped entry features and hardscape elements, designed to exceed the County's minimum standards in Chapter 4 of the Land Development Code, will be provided along the corridor and throughout the District as further enhancements.

B. **Bio Swale and Linear Park System:** A 50' wide linear park system is provided along the multimodal corridor linking the District's various neighborhood centers and open recreation spaces. It includes a 10' wide continuous trail visible from the road that provides alternative transportation opportunities while creating paths that can be used for community events such as fun runs, 5k and 10k runs, etc. The linear parks also include a bio swale system planted with enhanced vegetation intended to both filter pollutants and nutrients from the roadway runoff, while creating an aesthetically pleasing element for both residents and the motoring public. The proposed bio swale is an integral part of a concept to advance developments to a more "Green" standard. The concept of the Bioswale is to create a treatment train that provides pretreatment of runoff prior to being conveyed to a retention basin. As both Goblets Cove and Friars Cove are environmentally sensitive basins on Lake Tohopekaliga, it is the desire of the District to improve water quality prior to discharging to tributaries that outfall into the basins. The linear parks, bio swales and open recreation spaces are to be owned and maintained by the District.

C. **Landscape Enhancements:** Landscaping in the linear parks, bio swales, open recreation areas and other public spaces, including landscaped medians and street trees in the parkways along the multimodal corridor will be designed to exceed the County's minimum standards. Shade trees to be provided along the trail system and at trail heads within the linear parks.

D. **Maintenance of Water, Sewer, and Stormwater Systems.** The development of the Property within the District will involve the construction of a stormwater system and ongoing operation and maintenance of such system in compliance with SFWMD permits. The stormwater system includes joint stormwater management designed to handle drainage from District land and privately owned properties within the District. The District is anticipated to undertake the responsibility of the ongoing operation and maintenance of the stormwater system in compliance with SFWMD permits. This is a unique benefit of establishing the District, as a

public governmental entity, as SFWMD is often reluctant to accept operation and maintenance of the SFWMD permit by a private entity.

ARTICLE V - MISCELLANEOUS PROVISIONS

Section 5.01 Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County has designated an individual within County staff (CDD Coordinator) as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail (email), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County: County Attorney
County Administration Building
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to the CDD Coordinator: _____

If to the District: Craig Wrathell
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

With Copy to: Edgewater Property Florida Holdings, LLC
Petitioner
401 East Las Olas Boulevard, Suite 1870
Fort Lauderdale, Florida 33301

With a copy to: Michael C. Eckert/Joseph A. Brown
Petitioner's Counsel
Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Section 5.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 5.03 Filing. The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 5.04 Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

Section 5.05 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

Section 5.06 Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with the additional notice requirement set forth in Section 3.03 hereof for its annual operations and maintenance budget hearing to be considered effective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 5.07 Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**Board of County Commissioners
of Osceola County, Florida**

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

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 _____, as _____ of _____, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: Kevin Mays
Title: Vice Chair

ATTEST:

[Signature]
Name: Kevin Kramer
Title: _____

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of November, 2021, by Kevin Mays, as Vice Chair of Edgewater East CDD, on its behalf. He [] is personally known to me or [] produced _____ as identification.

[Signature]
Notary Public, State of Florida



EXHIBIT "A"
TO INTERLOCAL AGREEMENT

LEGAL DESCRIPTION
CDD PARCEL – 1

A parcel of land being a portion of the Northeast 1/4 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, AND Government Lots 1 and 2 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, LESS AND EXCEPT that portion of Government Lot 1, in Section 17, Township 26 South, Range 30 East, lying Northwesterly of Canal C-31 a/k/a St. Cloud Canal, AND Lots 67, 68, 69, 70, 74, 75, 76, 77, 78, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 100, 101, 102, 103, 104, 105, 106, 107, 108, 117, 118, 119, 120, 121, 122, 123 and 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 55, Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence run N89°41'52"W along the North line of said Section 17, a distance of 1375.99 feet to the Point of Beginning; thence departing said North line, run thence run S00°18'08"W, a distance of 2,641.70 feet to a point on the South line of the Northeast ¼ of said Section 17; thence run S89°40'58"E along said South line, a distance of 84.65 feet; thence departing said South line, run along the Easterly line of the aforesaid Platted Lots the following five (5) courses and distance; thence run S00°34'45"E, a distance of 1,333.22 feet; thence run N89°31'28"W, a distance of 643.27 feet; thence run S00°36'41"E, a distance of 329.96 feet; thence run N89°29'18"W, a distance of 678.18 feet; thence run S00°38'28"E, a distance of 970.25 feet to a point on the North Right of Way line of Clay Whaley Road; thence run N89°30'02"W along said North right of Way line, a distance of 2,405.26 feet to a point on the Meander-Witness line of Lake Tohopekaliga; thence along said Meander-Witness line the following seven (7) courses and distances; thence run N10°10'23"E, a distance of 954.03 feet; thence run N24°40'23"E, a distance of 1,188.07 feet; thence run N58°10'23"E, a distance of 264.02 feet; thence run N54°10'23"E, a distance of 792.05 feet; thence run N38°40'23"E, a distance of 1,188.07 feet; thence run N06°19'37"W, a distance of 330.02 feet; thence run N26°19'37"W, a distance of 1,122.07 feet; thence run N61°49'37"W, a distance of 792.05 feet to a point on the aforesaid North line of Section 17; thence run S89°41'52"E along said North line, a distance of 2,586.89 feet to the Point of Beginning.

Containing 266.3 acres, more or less. (calculated to the Meander-Witness line as shown on the sketch)

Containing 250.5 acres, more or less. (calculated to Elevation 56.5 contour line – Safe Development line of Lake Tohopekaliga)

(these areas also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 2

A parcel of land being a portion of the Southwest 1/4 of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:
Commence at the Southwest corner of said Section 16; thence run N00°31'03"W along the West line of the Southwest ¼ of said Section 16, a distance of 1328.92 feet to the Point of Beginning; thence continue N00°31'03"W along said West line, a distance of 1,328.82 feet to

the Northwest corner of the Southwest $\frac{1}{4}$ of said Section 16; thence run S89°35'06"E along the North line of the Southwest $\frac{1}{4}$, a distance of 1,258.21 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 6,229.58 feet and a Central Angle of 07°47'11", said point being a point on the Westerly line of property per Stipulated Order of Taking as recorded in Official Records Book 2776, Page 2504, Public Records of Osceola County, Florida; thence along said Westerly line the following seven (7) courses and distances; thence run Southeasterly, along the Arc of said curve, a distance of 846.58 feet (Chord Bearing = S35°19'41"E, Chord = 845.92 feet) to a point; thence run N50°46'44"E, a distance of 298.80 feet; thence run S31°09'21"E, a distance of 340.17 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 2,958.79 feet and a Central Angle of 11°37'31"; thence run Southeasterly, along the Arc of said curve, a distance of 600.34 feet (Chord Bearing = S36°58'07"E, Chord = 599.31 feet) to the Point of Tangency thereof; thence run S42°46'53"E, a distance of 199.38 feet; thence run S11°58'13"W, a distance of 293.39 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 1,296.23 feet and a Central Angle of 00°03'00"; thence run Southerly, along the Arc of said curve, a distance of 1.13 feet (Chord Bearing = S11°18'47"W, Chord = 1.13 feet) to a point on the Westerly line of Road A Connector as recorded in Official Records Book 4249, Page 2879; thence along said Westerly line the following two (2) courses and distances; thence run S23°39'16"W, a distance of 220.82 feet; to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 1,120.00 feet and a Central Angle of 07°52'31"; thence run Southwesterly, along the Arc of said curve, a distance of 153.95 feet (Chord Bearing = S27°35'32"W, Chord = 153.82 feet) to a point on the South line of Pond 9 as recorded in Official Records Book 4249, Page 2879; thence along said South line the following two (2) courses and distances; thence run S89°36'48"W, a distance of 116.36 feet; thence run N50°13'38"W, a distance of 249.11 feet to a point on the North line of the South 19.6176 acres of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 16; thence run N89°36'17"W along said North line, a distance of 655.87 feet to a point on the East line of Road A Segment 1 as recorded in Official Records Book 4249, Page 2879; thence run N00°21'47"W along said East line, a distance of 551.30 feet to a point on the South line of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 16; thence run N89°35'57"W along said South line, a distance of 1,450.60 feet to the Point of Beginning.
Containing 3,198,081.98 square feet or 73.418 acres, more or less

CDD PARCEL – 3

A parcel of land being the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 5, 11, 12, 21, 22, 27, 28, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59, 60, 69, 70, 71, 72, 73, 74, 88, 89, 90, 104, 105, 106, 108, 117, 118, 119, 123 and a portion of Lots 6, 87, and 122, 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, Public Records of Osceola County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 5, said point being a point on the West Right of Way line of Kissimmee Park Road (State Road 525); thence along said West Right of Way line the following two (2) courses and distances; thence run S00°20'10"E, a distance of 2,619.93 feet; thence run S00°19'41"E, a distance of 329.00 feet; thence departing said West Right of Way line, run N89°41'51"W, a distance of 1,284.08 feet; thence run S00°17'29"E, a distance of 409.30 feet to a point on the Easterly extension of the North line of Well Site #3 as recorded in Official Records Book 3040, Page 35, Public Records of Osceola County, Florida; thence along the boundary of said Well Site #3 the following three (3) courses and distances; thence run

N89°45'24"W, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 250.03 feet; thence run S89°45'24"E, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run N89°47'10"W, a distance of 677.35 feet; thence run S00°16'23"E, a distance of 330.01 feet; thence run S89°48'56"E, a distance of 677.45 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run S89°50'42"E, a distance of 642.55 feet; thence run N00°18'35"W, a distance of 329.33 feet; thence run S89°48'56"E, a distance of 642.45 feet to a point on the aforesaid West Right of Way line of Kissimmee Park Road; thence run S00°19'41"E along said West Right of Way line, a distance of 658.00 feet; thence departing said West Right of Way line, run N89°52'28"W, a distance of 642.65 feet; thence run S00°18'35"E, a distance of 309.33 feet to a point on the North Right of Way line of Kissimmee Park Road; thence run N89°54'14"W along said North Right of Way line, a distance of 1,070.48 feet to point on the boundary of Well Site #1, as recorded in Official Records Book 3040, Page 13, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run N00°16'23"W, a distance of 250.02 feet; thence run N89°54'14"W, a distance of 250.02 feet; thence run N00°16'23"W, a distance of 390.00 feet; thence run N89°50'42"W, a distance of 660.05 feet; thence run N00°15'17"W, a distance of 2,644.75 feet; thence run S89°30'15"E, a distance of 20.00 feet; thence run N00°15'17"W, a distance of 660.08 feet; thence run S89°37'37"E, a distance of 968.46 feet; thence run N00°17'07"W, a distance of 1,299.70 feet to a point on the South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 329.27 feet to a point on the boundary of Road A Segment 1 and Road A Connector as recorded in Official Records Book 4249, Page 2879, Public Records of Osceola County, Florida; thence along said boundary the following four (4) courses and distances; thence run S00°21'47"E, a distance of 70.01 feet; thence run S89°36'17"E, a distance of 130.01 feet; thence run N00°21'47"W, a distance of 10.01 feet to a Point on a non-tangent curve, concave to the North, having a Radius of 1,280.00 feet and a Central Angle of 17°22'39"; thence run Easterly, along the Arc of said curve, a distance of 388.22 feet (Chord Bearing = N81°28'18"E, Chord = 386.73 feet) to a point on the aforesaid South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 786.67 feet to the Point of Beginning.

Containing 218.579 acres, more or less.

(these areas also include platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 4

A parcel of land being a portion of the Southeast $\frac{1}{4}$ of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 3, 14, 19, 30, 31, 34, 35, 46, 47, 49, 50, 51, 61, 62, 63, 64, 65, 66, 67, 68, 78, 79, 80, 81, 82, 83, 94, 95, 96, 97, 98, 99, 111, 112, 113, 114, 125, 126, 127 and 128 and a portion of Lots 2, 15, 17, 18, 32, 33, 48, and 52, 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, Public Records of Osceola County, Florida, AND a portion of Lots 41, 56, 57, 72, 73, 88, 89, 104, 105, and 120, 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, Public Records of Osceola County, AND Lots 8, 9, 24, 25, 40, 41, 56, 57, 72, 73, 88, 89, 104 and a portion of Lots 7, 10, 23, 26, 39, 42, 55, 58, 71, 74, 87, 90, 103 and 106, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in

Plat Book "B", Page 14, Public Records of Osceola County, AND Lots 1, 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 103, 106, 109, 110, 111, and 112 and a portion of Lots 5 and 12, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 15, Public Records of Osceola County, and being more particularly described as follows:

Begin at the Northeast corner of Section 28, Township 26 South, Range 30 East; thence run S89°05'39"E, a distance of 678.23 feet to a point on the West Right of Way line of the Florida's Turnpike; thence run S07°25'37"E along said West Right of Way line, a distance of 4,692.42 feet; thence departing said West Right of Way line, run N89°43'24"W, a distance of 618.61 feet; thence run N00°04'06"W, a distance of 332.21 feet; thence run N89°39'17"W, a distance of 664.77 feet; thence run N89°28'39"W, a distance of 20.00 feet; thence run S00°00'43"E, a distance of 332.64 feet; thence run N89°25'23"W, a distance of 2,615.32 feet; thence run N89°48'21"W, a distance of 17.50 feet; thence run N00°03'47"W, a distance of 660.33 feet; thence run N89°47'13"W, a distance of 1,285.54 feet; thence run S00°03'46"E, a distance of 660.76 feet; thence run N89°48'21"W, a distance of 677.77 feet; thence run N00°03'46"W, a distance of 1,982.96 feet; thence continue N00°03'46"W along said line, a distance of 2,626.62 feet to a point on the South Right of Way line of Kissimmee Park Road; thence run S89°54'14"E along said South Right of Way line, a distance of 1,320.51 feet to a point on the boundary of the Water Plant Site as recorded in Official Records Book 3040, Page 46, Public Records of Osceola County, Florida; thence along said boundary of said Water Plant Site the following four (4) courses and distances; thence run S00°02'06"E, a distance of 410.68 feet; thence run S89°54'07"E, a distance of 460.85 feet; thence run N57°33'43"E, a distance of 215.39 feet; thence run N00°01'33"W, a distance of 294.86 feet to a point on the aforesaid Right of Way of Kissimmee Park Road; thence along said Right of Way the following two (2) courses and distances; thence run S89°54'14"E, a distance of 35.11 feet; thence run N00°19'41"W, a distance of 349.01 feet; thence departing said Right of Way, run S89°56'02"E, a distance of 1,302.46 feet; thence run N00°16'26"W, a distance of 657.21 feet; thence run N89°54'02"W, a distance of 660.30 feet; thence run N00°18'04"W, a distance of 1,315.19 feet; thence run N89°50'01"W, a distance of 643.42 feet to a point on the East Right of Way of Kissimmee Park Road; thence along said East Right of Way the following two (2) courses and distances; thence run N00°19'41"W, a distance of 328.99 feet; thence run N00°20'10"W, a distance of 409.93 feet to a point on the boundary of Well Site #2 as recorded in Official Records Book 3040, Page 24, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run S89°44'21"E, a distance of 250.03 feet; thence run N00°20'10"W, a distance of 250.03 feet; thence run S89°44'21"E, a distance of 393.83 feet; thence run N00°18'45"W, a distance of 1,957.22 feet; thence run N48°59'04"E, a distance of 30.18 feet; thence run N00°11'18"W, a distance of 330.04 feet; thence run N89°30'18"W, a distance of 667.59 feet to a point on the East Right of Way line of Kissimmee Road; thence run N00°11'18"W, a distance of 146.08 feet to a point on the Right of Way for the Florida's Turnpike; thence along said Right of Way the following eight (8) courses and distances; thence run N89°36'48"E, a distance of 72.12 feet; thence run N00°23'12"W, a distance of 98.77 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,055.93 feet and a Central Angle of 24°02'29"; thence run Northerly, along the Arc of said curve, a distance of 443.07 feet (Chord Bearing = N11°38'03"E, Chord = 439.83 feet) to the Point of Tangency thereof; thence run N23°39'18"E, a distance of 28.84 feet; thence run S50°40'48"E, a distance of 610.80 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 5,604.58 feet and a Central Angle of 03°51'08"; thence run Southeasterly, along the Arc of

said curve, a distance of 376.82 feet (Chord Bearing = S48°45'14"E, Chord = 376.75 feet) to a point; thence run S42°46'53"E, a distance of 1,089.11 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 5,529.58 feet and a Central Angle of 35°21'16"; thence run Southeasterly, along the Arc of said curve, a distance of 3,412.05 feet (Chord Bearing = S25°06'15"E, Chord = 3,358.17 feet) to the Point of Tangency thereof; thence run S07°25'37"E, a distance of 1,525.20 feet; thence departing said Right of Way, run N89°06'39"W, a distance of 636.55 feet; thence run S00°12'52"E, a distance of 328.22 feet to the Point of Beginning..

Containing 828.537 acres, more or less.

(this area also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

FOR A TOTAL ACREAGE OF: 1,386.834

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2021-09 DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH OSCEOLA COUNTY, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Edgewater East Community Development District (“District”) is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Act”), and Osceola County Ordinance Nos. 2020-49 and 2020-66 (collectively the “Ordinance”); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, master stormwater system, water and sewer system, roadway improvements, landscape and hardscape improvements and other infrastructure; and

WHEREAS, the District previously adopted Resolution 2021-09 expressing the District’s presently desire to amend its boundaries; authorizing District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of such boundary amendment process; and authorizing District representatives to take such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, the Resolution 2021-09 identified Michael C. Eckert and Joseph A. Brown, of Hopping Green & Sams, P.A., among others, to act as the District’s agents regarding any and all matters pertaining to the District’s boundary amendment petition; and

WHEREAS, Michael C. Eckert and Joseph A. Brown have left Hopping Green & Sams, P.A., and joined Kutak Rock, LLP, the District has directed that representation of the District should be transferred Michael C. Eckert and Joseph A. Brown to Kutak Rock, LLP; and

WHEREAS, the District accordingly desires to amend Resolution 2021-09 to reflect the continuing authority of Michael C. Eckert and Joseph A. Brown in their new association with Kutak Rock, LLP, to act as the District’s agents regarding any and all matters pertaining to the District’s boundary amendment petition.

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

SECTION 1. Section 3 of Resolution 2021-09 is hereby amended and replaced in its entirety to state as follows:

The Board hereby authorizes Kevin Mays, Vice-Chair of the District's Board, and Michael C. Eckert and Joseph A. Brown, of Kutak Rock, LLP, to act as the District's agents regarding any and all matters pertaining to the Petition.

SECTION 2. The remainder of Resolution 2021-09 remains in full force and effect and is hereby reaffirmed as if restated herein in full.

SECTION 3. This Resolution shall be effective November 15, 2021

PASSED AND ADOPTED this 2nd day of December, 2021.

ATTEST:



Secretary/Assistant Secretary

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**



Vice-Chair, Board of Supervisors

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5

**NOTICE OF PUBLIC HEARING TO CONSIDER AN ORDINANCE EXPANDING
THE BOUNDARIES OF THE
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

DATE: December 13, 2021
TIME: 1:30 p.m.
LOCATION: Commission Chambers (4th Floor)
1 Courthouse Square
Kissimmee, Florida 34741

Notice is hereby given that the Board of County Commissioners of Osceola County, Florida (“Board”), will consider the enactment of a County Ordinance granting a petition to expand the boundaries of a community development district known as the Edgewater East Community Development District (“District”). The expected proposed Ordinance title is as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA, AMENDING ORDINANCE 2020-49, AS AMENDED BY ORDINANCE 2020-66; AND GRANTING THE PETITION FOR THE EXPANSION OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); DESCRIBING THE BOUNDARIES OF THE AMENDED DISTRICT; PROVIDING FOR FUTURE EXPANSION PURSUANT TO SECTION 190.046(1)(H), FLORIDA STATUTES (2021); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

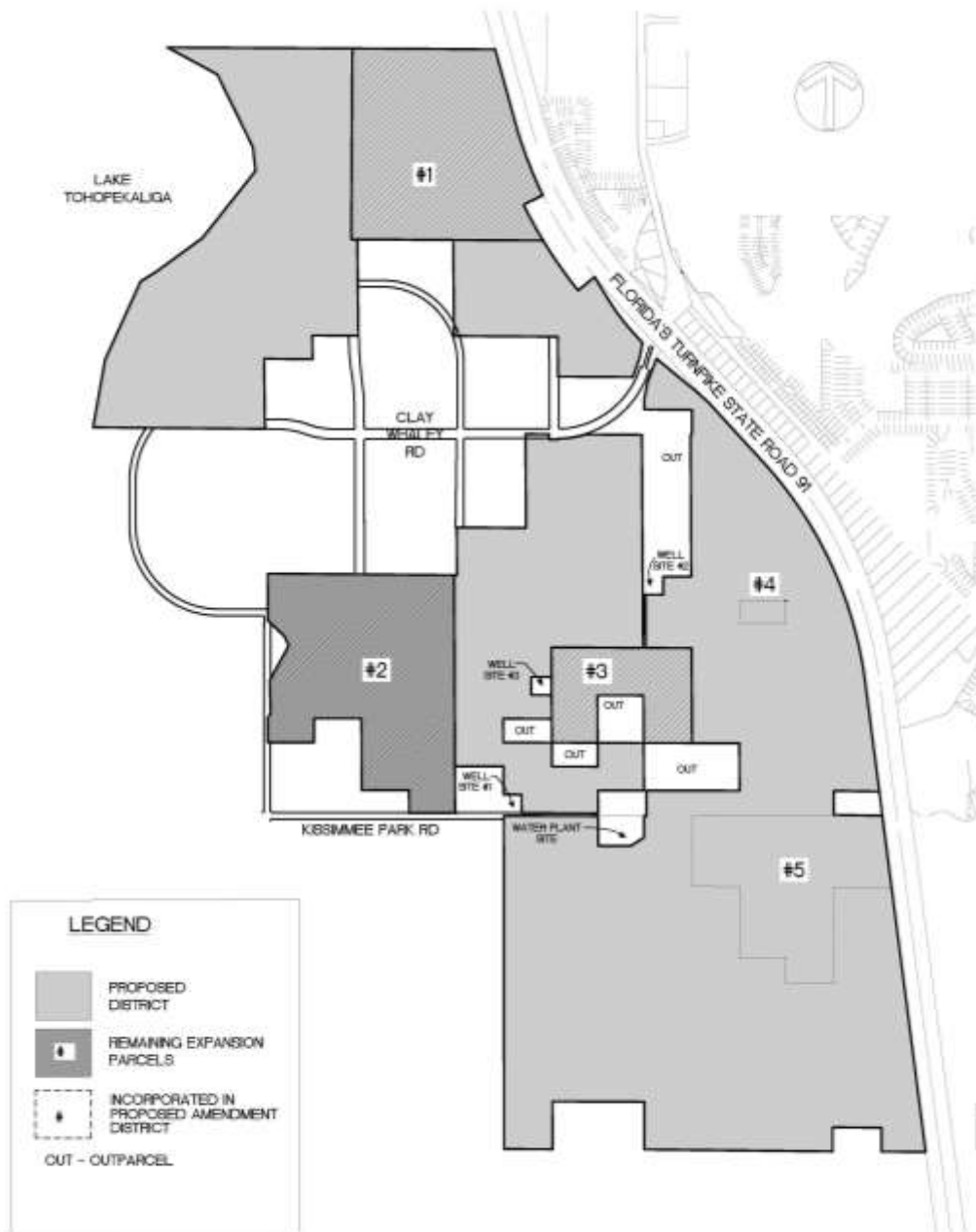
The petitioner has proposed to expand the boundaries of the District to include approximately 102.119 acres of land, more particularly described as Expansion Parcels #4 and #5 and depicted in the map attached to this notice. The District is located in Osceola County, Florida, and is generally located west of the Florida Turnpike, and east of Lake Tohopekaliga, with open space to the north and south and is anticipated to comprise of approximately 1,386.834 acres, after expansion. This hearing will afford the affected units of general-purpose local government and the general public a fair and adequate opportunity to appear and present oral and written comments regarding the amendment of the District. The specific legal authority for the expansion of the District is set forth in §190.046, *Florida Statutes*.

Copies of this notice, the proposed Ordinance, the petition for boundary amendment, and associated documentation are on file in the Community Development Department, 1 Courthouse Square, Suite 1100, Kissimmee, Florida 34741, between 8:00 a.m. and 5:00 p.m., and may be inspected by interested parties prior to said public hearing. For questions regarding these requests please contact the Osceola County Community Development Department at 407-742-0200; fax number at 407-742-0206 or email at notice@osceola.org. Interested parties may appear at the public hearing and be heard with respect to these items. All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing by methods provided below and present oral or written comments on the petition.

If a person decides to appeal any decision made with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes

the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Florida Section 286.26, *Florida Statutes*, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Clerk of the Board at 1 Courthouse Square, Suite 4200, Kissimmee, Florida 34741, or by phone at (407) 742-1200 not less than seventy-two (72) hours before a hearing or meeting in order to make arrangements.



Published: December 2, 2021

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6

This space reserved for use
Clerk of the Circuit Court

This Instrument Prepared by
and return to:

Joseph A. Brown, Esq.
KUTAK ROCK LLP
Post Office Box 10230
Tallahassee, Florida 32302

**AMENDED NOTICE OF ESTABLISHMENT OF THE
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on December 13, 2021, the Board of County Commissioners of Osceola County, Florida, adopted Ordinance 2021-86, effective on [REDACTED], amending the boundaries of the Edgewater East Community Development District (“District”). The legal description of the lands encompassed within the District, after amendment, is attached hereto as Exhibit “A.” The Edgewater East Community Development District was originally established by the Board of County Commissioners of Osceola County, Florida, by Ordinance 2020-49, which became effective on June 16, 2020, and was amended by Ordinance 2020-66 adopted on September 21, 2020 and effective September 24, 2020. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, Florida Statutes, or by contacting the District’s registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, Florida Statutes.

THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE

GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on this _____ day of December, 2021, and recorded in the Official Records of Osceola County, Florida.

Joseph A. Brown
Kutak Rock LLP

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this _____ day of December, 2021, by Joseph A. Brown, who is personally known to me, and who Did [] or Did Not [] take an oath.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION
CDD PARCEL – 1

A parcel of land being a portion of the Northeast 1/4 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, AND Government Lots 1 and 2 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, LESS AND EXCEPT that portion of Government Lot 1, in Section 17, Township 26 South, Range 30 East, lying Northwesterly of Canal C-31 a/k/a St. Cloud Canal, AND Lots 67, 68, 69, 70, 74, 75, 76, 77, 78, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 100, 101, 102, 103, 104, 105, 106, 107, 108, 117, 118, 119, 120, 121, 122, 123 and 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 55, Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence run N89°41'52"W along the North line of said Section 17, a distance of 1375.99 feet to the Point of Beginning; thence departing said North line, run thence run S00°18'08"W, a distance of 2,641.70 feet to a point on the South line of the Northeast ¼ of said Section 17; thence run S89°40'58"E along said South line, a distance of 84.65 feet; thence departing said South line, run along the Easterly line of the aforesaid Platted Lots the following five (5) courses and distance; thence run S00°34'45"E, a distance of 1,333.22 feet; thence run N89°31'28"W, a distance of 643.27 feet; thence run S00°36'41"E, a distance of 329.96 feet; thence run N89°29'18"W, a distance of 678.18 feet; thence run S00°38'28"E, a distance of 970.25 feet to a point on the North Right of Way line of Clay Whaley Road; thence run N89°30'02"W along said North right of Way line, a distance of 2,405.26 feet to a point on the Meander-Witness line of Lake Tohopekaliga; thence along said Meander-Witness line the following seven (7) courses and distances; thence run N10°10'23"E, a distance of 954.03 feet; thence run N24°40'23"E, a distance of 1,188.07 feet; thence run N58°10'23"E, a distance of 264.02 feet; thence run N54°10'23"E, a distance of 792.05 feet; thence run N38°40'23"E, a distance of 1,188.07 feet; thence run N06°19'37"W, a distance of 330.02 feet; thence run N26°19'37"W, a distance of 1,122.07 feet; thence run N61°49'37"W, a distance of 792.05 feet to a point on the aforesaid North line of Section 17; thence run S89°41'52"E along said North line, a distance of 2,586.89 feet to the Point of Beginning.

Containing 266.3 acres, more or less. (calculated to the Meander-Witness line as shown on the sketch)

Containing 250.5 acres, more or less. (calculated to Elevation 56.5 contour line – Safe Development line of Lake Tohopekaliga)

(these areas also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 2

A parcel of land being a portion of the Southwest 1/4 of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 16; thence run N00°31'03"W along the West line of the Southwest ¼ of said Section 16, a distance of 1328.92 feet to the Point of Beginning; thence continue N00°31'03"W along said West line, a distance of 1,328.82 feet to the Northwest corner of the Southwest ¼ of said Section 16; thence run S89°35'06"E along the North line of the Southwest

¼, a distance of 1,258.21 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 6,229.58 feet and a Central Angle of 07°47'11", said point being a point on the Westerly line of property per Stipulated Order of Taking as recorded in Official Records Book 2776, Page 2504, Public Records of Osceola County, Florida; thence along said Westerly line the following seven (7) courses and distances; thence run Southeasterly, along the Arc of said curve, a distance of 846.58 feet (Chord Bearing = S35°19'41"E, Chord = 845.92 feet) to a point; thence run N50°46'44"E, a distance of 298.80 feet; thence run S31°09'21"E, a distance of 340.17 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 2,958.79 feet and a Central Angle of 11°37'31"; thence run Southeasterly, along the Arc of said curve, a distance of 600.34 feet (Chord Bearing = S36°58'07"E, Chord = 599.31 feet) to the Point of Tangency thereof; thence run S42°46'53"E, a distance of 199.38 feet; thence run S11°58'13"W, a distance of 293.39 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 1,296.23 feet and a Central Angle of 00°03'00"; thence run Southerly, along the Arc of said curve, a distance of 1.13 feet (Chord Bearing = S11°18'47"W, Chord = 1.13 feet) to a point on the Westerly line of Road A Connector as recorded in Official Records Book 4249, Page 2879; thence along said Westerly line the following two (2) courses and distances; thence run S23°39'16"W, a distance of 220.82 feet; to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 1,120.00 feet and a Central Angle of 07°52'31"; thence run Southwesterly, along the Arc of said curve, a distance of 153.95 feet (Chord Bearing = S27°35'32"W, Chord = 153.82 feet) to a point on the South line of Pond 9 as recorded in Official Records Book 4249, Page 2879; thence along said South line the following two (2) courses and distances; thence run S89°36'48"W, a distance of 116.36 feet; thence run N50°13'38"W, a distance of 249.11 feet to a point on the North line of the South 19.6176 acres of the Southeast ¼ of the Southwest ¼ of said Section 16; thence run N89°36'17"W along said North line, a distance of 655.87 feet to a point on the East line of Road A Segment 1 as recorded in Official Records Book 4249, Page 2879; thence run N00°21'47"W along said East line, a distance of 551.30 feet to a point on the South line of the North ½ of the Southwest ¼ of said Section 16; thence run N89°35'57"W along said South line, a distance of 1,450.60 feet to the Point of Beginning.
Containing 3,198,081.98 square feet or 73.418 acres, more or less

CDD PARCEL – 3

A parcel of land being the East ¼ of the Northwest ¼ of the Northwest ¼ of Section 21, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 5, 11, 12, 21, 22, 27, 28, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59, 60, 69, 70, 71, 72, 73, 74, 88, 89, 90, 104, 105, 106, 108, 117, 118, 119, 123 and a portion of Lots 6, 87, and 122, 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, Public Records of Osceola County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 5, said point being a point on the West Right of Way line of Kissimmee Park Road (State Road 525); thence along said West Right of Way line the following two (2) courses and distances; thence run S00°20'10"E, a distance of 2,619.93 feet; thence run S00°19'41"E, a distance of 329.00 feet; thence departing said West Right of Way line, run N89°41'51"W, a distance of 1,284.08 feet; thence run S00°17'29"E, a distance of 409.30 feet to a point on the Easterly extension of the North line of Well Site #3 as recorded in Official Records Book

3040, Page 35, Public Records of Osceola County, Florida; thence along the boundary of said Well Site #3 the following three (3) courses and distances; thence run N89°45'24"W, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 250.03 feet; thence run S89°45'24"E, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run N89°47'10"W, a distance of 677.35 feet; thence run S00°16'23"E, a distance of 330.01 feet; thence run S89°48'56"E, a distance of 677.45 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run S89°50'42"E, a distance of 642.55 feet; thence run N00°18'35"W, a distance of 329.33 feet; thence run S89°48'56"E, a distance of 642.45 feet to a point on the aforesaid West Right of Way line of Kissimmee Park Road; thence run S00°19'41"E along said West Right of Way line, a distance of 658.00 feet; thence departing said West Right of Way line, run N89°52'28"W, a distance of 642.65 feet; thence run S00°18'35"E, a distance of 309.33 feet to a point on the North Right of Way line of Kissimmee Park Road; thence run N89°54'14"W along said North Right of Way line, a distance of 1,070.48 feet to point on the boundary of Well Site #1, as recorded in Official Records Book 3040, Page 13, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run N00°16'23"W, a distance of 250.02 feet; thence run N89°54'14"W, a distance of 250.02 feet; thence run N00°16'23"W, a distance of 390.00 feet; thence run N89°50'42"W, a distance of 660.05 feet; thence run N00°15'17"W, a distance of 2,644.75 feet; thence run S89°30'15"E, a distance of 20.00 feet; thence run N00°15'17"W, a distance of 660.08 feet; thence run S89°37'37"E, a distance of 968.46 feet; thence run N00°17'07"W, a distance of 1,299.70 feet to a point on the South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 329.27 feet to a point on the boundary of Road A Segment 1 and Road A Connector as recorded in Official Records Book 4249, Page 2879, Public Records of Osceola County, Florida; thence along said boundary the following four (4) courses and distances; thence run S00°21'47"E, a distance of 70.01 feet; thence run S89°36'17"E, a distance of 130.01 feet; thence run N00°21'47"W, a distance of 10.01 feet to a Point on a non-tangent curve, concave to the North, having a Radius of 1,280.00 feet and a Central Angle of 17°22'39"; thence run Easterly, along the Arc of said curve, a distance of 388.22 feet (Chord Bearing = N81°28'18"E, Chord = 386.73 feet) to a point on the aforesaid South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 786.67 feet to the Point of Beginning.
Containing 218.579 acres, more or less.

(these areas also include platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 4

A parcel of land being a portion of the Southeast $\frac{1}{4}$ of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 3, 14, 19, 30, 31, 34, 35, 46, 47, 49, 50, 51, 61, 62, 63, 64, 65, 66, 67, 68, 78, 79, 80, 81, 82, 83, 94, 95, 96, 97, 98, 99, 111, 112, 113, 114, 125, 126, 127 and 128 and a portion of Lots 2, 15, 17, 18, 32, 33, 48, and 52, 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, Public Records of Osceola County, Florida, AND a portion of Lots 41, 56, 57, 72, 73, 88, 89, 104, 105, and 120, 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,

Public Records of Osceola County, AND Lots 8, 9, 24, 25, 40, 41, 56, 57, 72, 73, 88, 89, 104 and a portion of Lots 7, 10, 23, 26, 39, 42, 55, 58, 71, 74, 87, 90, 103 and 106, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 14, Public Records of Osceola County, AND Lots 1, 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 103, 106, 109, 110, 111, and 112 and a portion of Lots 5 and 12, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 15, Public Records of Osceola County, and being more particularly described as follows:

Begin at the Northeast corner of Section 28, Township 26 South, Range 30 East; thence run $S89^{\circ}05'39''E$, a distance of 678.23 feet to a point on the West Right of Way line of the Florida's Turnpike; thence run $S07^{\circ}25'37''E$ along said West Right of Way line, a distance of 4,692.42 feet; thence departing said West Right of Way line, run $N89^{\circ}43'24''W$, a distance of 618.61 feet; thence run $N00^{\circ}04'06''W$, a distance of 332.21 feet; thence run $N89^{\circ}39'17''W$, a distance of 664.77 feet; thence run $N89^{\circ}28'39''W$, a distance of 20.00 feet; thence run $S00^{\circ}00'43''E$, a distance of 332.64 feet; thence run $N89^{\circ}25'23''W$, a distance of 2,615.32 feet; thence run $N89^{\circ}48'21''W$, a distance of 17.50 feet; thence run $N00^{\circ}03'47''W$, a distance of 660.33 feet; thence run $N89^{\circ}47'13''W$, a distance of 1,285.54 feet; thence run $S00^{\circ}03'46''E$, a distance of 660.76 feet; thence run $N89^{\circ}48'21''W$, a distance of 677.77 feet; thence run $N00^{\circ}03'46''W$, a distance of 1,982.96 feet; thence continue $N00^{\circ}03'46''W$ along said line, a distance of 2,626.62 feet to a point on the South Right of Way line of Kissimmee Park Road; thence run $S89^{\circ}54'14''E$ along said South Right of Way line, a distance of 1,320.51 feet to a point on the boundary of the Water Plant Site as recorded in Official Records Book 3040, Page 46, Public Records of Osceola County, Florida; thence along said boundary of said Water Plant Site the following four (4) courses and distances; thence run $S00^{\circ}02'06''E$, a distance of 410.68 feet; thence run $S89^{\circ}54'07''E$, a distance of 460.85 feet; thence run $N57^{\circ}33'43''E$, a distance of 215.39 feet; thence run $N00^{\circ}01'33''W$, a distance of 294.86 feet to a point on the aforesaid Right of Way of Kissimmee Park Road; thence along said Right of Way the following two (2) courses and distances; thence run $S89^{\circ}54'14''E$, a distance of 35.11 feet; thence run $N00^{\circ}19'41''W$, a distance of 349.01 feet; thence departing said Right of Way, run $S89^{\circ}56'02''E$, a distance of 1,302.46 feet; thence run $N00^{\circ}16'26''W$, a distance of 657.21 feet; thence run $N89^{\circ}54'02''W$, a distance of 660.30 feet; thence run $N00^{\circ}18'04''W$, a distance of 1,315.19 feet; thence run $N89^{\circ}50'01''W$, a distance of 643.42 feet to a point on the East Right of Way of Kissimmee Park Road; thence along said East Right of Way the following two (2) courses and distances; thence run $N00^{\circ}19'41''W$, a distance of 328.99 feet; thence run $N00^{\circ}20'10''W$, a distance of 409.93 feet to a point on the boundary of Well Site #2 as recorded in Official Records Book 3040, Page 24, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run $S89^{\circ}44'21''E$, a distance of 250.03 feet; thence run $N00^{\circ}20'10''W$, a distance of 250.03 feet; thence run $S89^{\circ}44'21''E$, a distance of 393.83 feet; thence run $N00^{\circ}18'45''W$, a distance of 1,957.22 feet; thence run $N48^{\circ}59'04''E$, a distance of 30.18 feet; thence run $N00^{\circ}11'18''W$, a distance of 330.04 feet; thence run $N89^{\circ}30'18''W$, a distance of 667.59 feet to a point on the East Right of Way line of Kissimmee Road; thence run $N00^{\circ}11'18''W$, a distance of 146.08 feet to a point on the Right of Way for the Florida's Turnpike; thence along said Right of Way the following eight (8) courses and distances; thence run $N89^{\circ}36'48''E$, a distance of

72.12 feet; thence run N00°23'12"W, a distance of 98.77 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,055.93 feet and a Central Angle of 24°02'29"; thence run Northerly, along the Arc of said curve, a distance of 443.07 feet (Chord Bearing = N11°38'03"E, Chord = 439.83 feet) to the Point of Tangency thereof; thence run N23°39'18"E, a distance of 28.84 feet; thence run S50°40'48"E, a distance of 610.80 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 5,604.58 feet and a Central Angle of 03°51'08"; thence run Southeasterly, along the Arc of said curve, a distance of 376.82 feet (Chord Bearing = S48°45'14"E, Chord = 376.75 feet) to a point; thence run S42°46'53"E, a distance of 1,089.11 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 5,529.58 feet and a Central Angle of 35°21'16"; thence run Southeasterly, along the Arc of said curve, a distance of 3,412.05 feet (Chord Bearing = S25°06'15"E, Chord = 3,358.17 feet) to the Point of Tangency thereof; thence run S07°25'37"E, a distance of 1,525.20 feet; thence departing said Right of Way, run N89°06'39"W, a distance of 636.55 feet; thence run S00°12'52"E, a distance of 328.22 feet to the Point of Beginning..

Containing 828.537 acres, more or less.

(this area also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

FOR A TOTAL ACREAGE OF: 1,386.834

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8

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

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 461	\$ -	\$ -	\$ 461
Cash - impact fees	1,618,095	-	-	1,618,095
Investments				
Reserve	-	1,112,580	-	1,112,580
Interest	-	448,658	-	448,658
Construction	-	-	8,006,046	8,006,046
Cost of issuance	-	10,001	-	10,001
Due from Landowner	17,014	-	-	17,014
Total assets	<u>\$1,635,570</u>	<u>\$1,571,239</u>	<u>\$ 8,006,046</u>	<u>\$11,212,855</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 11,474	\$ -	\$ -	\$ 11,474
Retainage payable	-	-	209,829	209,829
Due to Landowner	809	-	-	809
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>18,283</u>	<u>-</u>	<u>209,829</u>	<u>228,112</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	17,014	-	-	17,014
Total deferred inflows of resources	<u>17,014</u>	<u>-</u>	<u>-</u>	<u>17,014</u>
Fund balances:				
Restricted for:				
Debt service	-	1,571,239	-	1,571,239
Capital projects	-	-	7,796,217	7,796,217
Unassigned	1,600,273	-	-	1,600,273
Total fund balances	<u>1,600,273</u>	<u>1,571,239</u>	<u>7,796,217</u>	<u>10,967,729</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,635,570</u>	<u>\$1,571,239</u>	<u>\$ 8,006,046</u>	<u>\$11,212,855</u>

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 132,790	0%
Total revenues	<u>-</u>	<u>-</u>	<u>132,790</u>	0%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	4,000	48,000	8%
Legal	-	-	50,000	0%
Engineering	-	-	7,500	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	83	1,000	8%
Trustee	-	-	5,250	0%
DSF accounting & assessment rolls	458	458	5,500	8%
Telephone	16	16	200	8%
Postage	-	-	500	0%
Printing & binding	42	42	500	8%
Legal advertising	-	-	1,500	0%
Annual special district fee	175	175	175	100%
Insurance	5,175	5,175	5,500	94%
Contingencies/bank charges	26	26	500	5%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>10,680</u>	<u>10,680</u>	<u>132,790</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	(10,680)	(10,680)	-	
Fund balances - beginning	1,610,953	1,610,953	-	
Fund balances - ending	<u>\$ 1,600,273</u>	<u>\$ 1,600,273</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 OCTOBER 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,112,579	0%
Interest	7	7	-	N/A
Total revenues	<u>7</u>	<u>7</u>	<u>1,112,579</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	395,000	0%
Interest	-	-	807,559	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,202,559</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	7	7	(89,980)	0%
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(5)</u>	<u>(5)</u>	-	N/A
Total other financing sources	<u>(5)</u>	<u>(5)</u>	<u>-</u>	N/A
Net change in fund balances	2	2	(89,980)	
Fund balances - beginning	<u>1,571,237</u>	<u>1,571,237</u>	<u>1,565,814</u>	
Fund balances - ending	<u><u>\$ 1,571,239</u></u>	<u><u>\$ 1,571,239</u></u>	<u><u>\$ 1,475,834</u></u>	

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 55	\$ 55
Total revenues	55	55
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	55	55
OTHER FINANCING SOURCES/(USES)		
Transfer in	5	5
Total other financing sources/(uses)	5	5
Net change in fund balances	60	60
Fund balances - beginning	7,796,157	7,796,157
Fund balances - ending	\$ 7,796,217	\$ 7,796,217

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9

DRAFT

**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 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 at 1-888-354-0094, Participant Passcode: 413 553 5047.

Present were:

Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Robert Wanas	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Mike Eckert (via telephone)	District Counsel
Shawn Hindle	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 9:01 a.m. Supervisors Mays, Kramer and Wanas were present. Supervisors Onorato and Breakstone were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Ratification of Temporary Development Easement Agreement for Phase 1C

Mr. Wrathell stated that the Third through Ninth Orders of Business would be addressed by District Counsel.

37 Mr. Eckert stated the Third, Fourth and Fifth Orders of Business were essentially the
 38 same document but relate to three different parties. He explained that, when the CDD was
 39 established, the Developer would sell off parcels of land to Builders. Recently there were three
 40 closings and the CDD needs to obtain an easement over the Builder’s newly-acquired land so
 41 that the Capital Improvement Plan (CIP) for the CDD can be completed. Thus, the Third, Fourth
 42 and Fifth Orders of Business essentially provide the CDD with an easement over the property
 43 that is now owned by the Builder rather than the Developer.

44 In response to Mr. Wrathell’s question, Mr. Eckert confirmed that the items need to be
 45 ratified.

46

47 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
 48 **Temporary Development Easement Agreement for Phase 1C, Temporary**
 49 **Development Easement Agreement for Meritage Phase 1 and Temporary**
 50 **Development Easement Agreement for JCH CP, LLC, were ratified.**

51

52

53 **FOURTH ORDER OF BUSINESS**

Ratification of Temporary Development Easement Agreement for Meritage Phase 1

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56 This item was presented during the Third Order of Business.

57

58 **FIFTH ORDER OF BUSINESS**

Ratification of Temporary Development Easement Agreement for JCH CP, LLC

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61 This item was presented during the Third Order of Business.

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63 **SIXTH ORDER OF BUSINESS**

Ratification of Partial Assignment and Assumption of True-Up Obligations for M/I Homes of Orlando, LLC

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67 Mr. Eckert stated the Sixth, Seventh and Eighth Orders of Business were also
 68 ratifications. He explained that, when the bonds were sold, there was a True-up Agreement
 69 between the CDD and the Master Developer whereby the Master Developer is required to
 70 develop a certain number of equivalent residential units (ERUs) within the boundaries of the

71 CDD, such that there would be sufficient numbers of units to pay the debt assessments, which
 72 reimburse the bondholders. One of the provisions in the True-up Agreement is that the Master
 73 Developer may assign the true-up obligations when a builder purchases a parcel of property. In
 74 connection with the three closings that recently occurred, there was an assignment of the true-
 75 up obligation from the Master Developer to the three named Builders. Mr. Eckert stated this
 76 was a housekeeping measure and recommended ratification of the assignments.

77

78 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
 79 **Partial Assignment and Assumption of True-Up Obligations for M/I Homes of**
 80 **Orlando, LLC, Partial Assignment and Assumption of True-Up Obligations for**
 81 **Meritage Homes of Florida, Inc., and Partial Assignment and Assumption of**
 82 **True-Up Obligations for JCH CP, LLC, were ratified.**

83

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85 **SEVENTH ORDER OF BUSINESS**

**Ratification of Partial Assignment and
 Assumption of True-Up Obligations for
 Meritage Homes of Florida, Inc.**

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89 This item was presented during the Sixth Order of Business.

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91 **EIGHTH ORDER OF BUSINESS**

**Ratification of Partial Assignment and
 Assumption of True-Up Obligations for JCH
 CP, LLC**

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95 This item was presented during the Sixth Order of Business.

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97 **NINTH ORDER OF BUSINESS**

**Ratification of Assignment of Impact Fee
 Credits and Sale of Impact Fee Credits**

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100 Mr. Eckert presented the Assignment of Impact Fee Credits between Edgewater
 101 Property Holdings, the CDD and M/I Homes of Orlando LLC. He explained that the CDD received
 102 a significant amount of funding from the sale of impact fee credits, which provide an additional
 103 source of funding in addition to the bonds, for the CDD to build out its CIP.

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On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the Assignment of Impact Fee Credits and Sale of Impact Fee Credits, was ratified.

Discussion ensued regarding assigning funding agreement obligations to the different buyers, assessments due to bond debt and assessments due to operation and maintenance (O&M) and a percentage split.

- **Ratification of Amended Notice of Commencement – JR. Davis Construction Co., Inc., for CDD Work**
This item was an addition to the agenda.

Mr. Eckert presented the Amended Notice of Commencement pares down the property to just where the CDD is going to do work.

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On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Amended Notice of Commencement – JR. Davis Construction Co., Inc., for CDD Work, was ratified.

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TENTH ORDER OF BUSINESS

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]**

Mr. Wrathell presented Change Orders #02 and #03.

Mr. Hindle stated the Change Orders were negotiated for construction of the project. The contractor completed some of the work, Staff authorized a work directive and the Change Orders ratify the work that was authorized and allows them to prepare future pay invoices.

Mr. Kramer explained that the original contract was completed prior to the final approval of the utilities with the County and, once the plans were approved, the City utility provider had changed the utility design so Change Order #02, in particular, is an exchange and deduction of the cost for the old design that was in the contract and replacing it with the new and improved design, which is accompanied with impact fee credits because almost all of that work is work that the CDD is credited for.

138 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
139 **Change Order #02 and Change Order #03, as presented, were approved.**

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142 **ELEVENTH ORDER OF BUSINESS**

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

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145 Mr. Wrathell presented the Unaudited Financial Statements as of August 31, 2021.
146 Discussion ensued regarding the debt service payments, budget, Property Appraiser rolls,
147 platted lots and the tax bill.

148
149 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
150 **Unaudited Financial Statements as of August 31, 2021, were accepted.**

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153 **TWELFTH ORDER OF BUSINESS**

**Approval of September 9, 2021 Regular
Meeting Minutes**

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156 Mr. Wrathell presented the September 9, 2021 Regular Meeting Minutes.

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158 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
159 **September 9, 2021 Regular Meeting Minutes, as presented, were approved.**

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162 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

163
164 **A. District Counsel: *Hopping Green & Sams, P.A.***

165 Mr. Eckert stated, within the next few months Staff would be examining different
166 phases that need to be financed.

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

168 Mr. Hindle reported the following:

169 ➤ The Organization Meeting with the County is set for October 25, 2021 to determine if
170 the County will acquire a road right-of-way (ROW) or if the CDD would be asked to do so.

171 ➤ Four property owners are in favor of the CDD acquiring the ROW. If the CDD acquires
172 the ROW, he would prepare its maps. Word from other property owners was pending.

173 ➤ Work was underway on legal and sketches and creating a ROW exhibit for submission to
174 the County on Monday.

175 Discussion ensued regarding the Organization Meeting, negotiating the ROW
176 acquisition, the County, the layout of the ROW, adding bleeders to dry up the ponds and the
177 pipe network.

178 Mr. Hindle would forward all ROW documents to Mr. Mays and Mr. Wanas for
179 execution for submission to the County prior to the October 25, 2021 Organization Meeting.

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

181 Regarding when the boundary amendments would be ready, Mr. Eckert stated that he
182 was doubtful that they would be ready before the November 4th meeting. He would check and
183 report his findings.

184 • **NEXT MEETING DATE: November 4, 2021 at 9:00 A.M.**

185 ○ **QUORUM CHECK**

186 The next meeting date would be determined, pending the boundary amendments.

187

188 **FOURTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

189

190 There were no Board Members' comments or requests.

191

192 **FIFTEENTH ORDER OF BUSINESS**

Public Comments

193

194 There were no public comments.

195

196 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

197

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

199

200 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the**
201 **meeting adjourned at 9:28 a.m.**

202

203

204

205

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

206
207
208
209
210
211

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

10BI

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 Field0
 Other

Job: EDGEWATER EAST CDD PH.1 Contract Number: 2074- EDGEWATER EAST CDD PH.1
 2074- Change Order #: CO2: PLAN REVISIONS

To (Contractor): Jr. Davis Construction Co., Inc. Change Order Date: 08/16/21
 210 Hangar Road
 Kissimmee, FL 34741 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	LF0	CO2: STORM: Deduct 24" RCP	74.00000	-30,710.00
6022	6022	269.000	LF	CO2: STORM: Add 30" RCP	100.00000	26,900.00
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	15.60000	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	LF0	CO2: WM: Deduct 24" PVC Water Main	141.00000	-81,357.000
6042	6042	1,888.000	LF	CO2: WM: Add 24" PVC Water Main	174.56000	329,569.280
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 Valve0	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	LF0	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	-43,602.000
6056	6056	5.000	LF0	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	-36,240.000
6060	6060	2.000	EA	CO2: WM: Add 20" Gate Valve	14,894.13000	29,788.26
6062	6062	-6,599.000	LF0	CO2: WM: Deduct 12" PVC Water Main	37.25000	-245,812.75
6064	6064	8,775.000	LF0	CO2: WM: Add 12" PVC Water Main	46.53000	408,300.75
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 Valve0	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	LF0	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	EA0	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., Ste.410W
 BOCA RATON, FL 33431

Distribution EDGEWATER EAST CDD PH.1

 Office0 Field0
 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 Device0	5,855.00000	-5,855.00
6086	6086	1.000 EA	CO2: WM: Add Automatic Flushing Device	7,600.41000	7,600.410
6088	6088	-1.000 .LS	CO2: WM: Deduct Fittings0	51,685.00000	-51,685.000
6090	6090	1.000 .LS	CO2: WM: Add Fittings	139,555.19000	139,555.190
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	1,217.55000	26,786.10
6102	6102	6.000 EA	CO2: WM: Add Single Water Service	1,168.48000	7,010.88
6104	6104	15.000 EA	CO2: WM: Add Sample Point	670.04000	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	-355,946.25
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	6,255.54000	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 LFO	CO2: RM: Deduct 12" HDPE Reclaim Water	145.00000	-17,255.00
6122	6122	540.000 LF	CO2: RM: Add 14" HDPE Reclaim Water	156.01000	84,245.40
6124	6124	-20.000 EA	CO2: RM: Deduct 12" Gate Valve	2,852.00000	-57,040.000
6126	6126	3.000 EA	CO2: RM: Add 6" Gate Valve	1,361.27000	4,083.810
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	4,948.760
6132	6132	25.000 EA	CO2: RM: Add 16" Gate Valve	5,944.99000	148,624.750
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	37,236.000
6138	6138	-134.000 LFO	CO2: RM: Deduct 24" Steel Casing	606.00000	-81,204.00
6140	6140	175.000 LFO	CO2: RM: Add 24" Steel Casing	605.86000	106,025.50
6142	6142	3,284.000 LF	CO2: RM: Add Testing	2.10000	6,896.40
6144	6144	-1.000 .LS	CO2: RM: Deduct Fittings0	65,008.00000	-65,008.000
6146	6146	1.000 .LS	CO2: RM: Add Fittings	137,123.95000	137,123.950
6148	6148	-1.000 EA	CO2: RM: Deduct 12" F.B. Tapping Sleeve	9,368.00000	-9,368.000
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	1,261.97000	13,881.67
6156	6156	-6,092.000 LFO	CO2: FM: Deduct 10" PVC Force Main	31.00000	-188,852.00
6158	6158	6,563.000 LFO	CO2: FM: Add 12" PVC Force Main	46.60000	305,835.800
6160	6160	-9.000 EA	CO2: FM: Deduct 10" Gate Valve0	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	36,620.460
6168	6168	-281.000 LFO	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	2,484.570
6174	6174	-134.000 LFO	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	7,835.60000	23,506.800
6180	6180	-1,014.000 LF	CO2: FM: Deduct Testing	2.00000	-2,028.00
6182	6182	-1.000 .LS	CO2: FM: Deduct Fittings0	90,000.00000	-90,000.000
6184	6184	1.000 .LS	CO2: FM: Add Fittings0	118,872.45000	118,872.45

Total for Change Order 02

2,166,032.11

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	2,166,032.11
The new Contract Sum will be	9,962,010.64

Contracts Days Changed By 0 Days

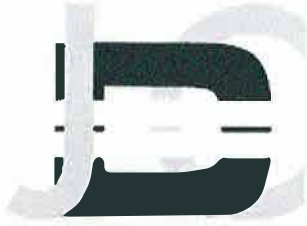
The Contract Time will be determined after the full Notice to Proceed is issued.

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

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 Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: 407-870-0066

Email: Jackson.Nealis@Jr-Davis.com

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

Proposal Date: May 25, 2021
Date of Plans: 02/08/2020
Revision Date: 03/02/2021
Addendums:
HCSS#: 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				\$86,188.40
GRAND TOTAL					2,166,032.11

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

10B11

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	7,793,015.40
The net change by previously authorized Change Orders was	2,168,995.24
The Contract Sum prior to this Change Order was	9,962,010.64
The Contract Sum will be increased by this Change Order	116,629.60
The new Contract Sum will be	10,078,640.24

Contracts Days Changed By 0 Days

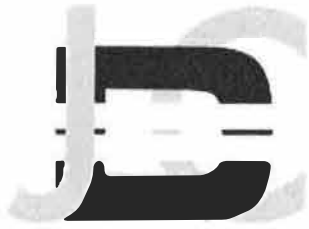
The Contract Time will be unchanged

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 & Assoc., Inc.
 8 Broadway, Suite 104
 Kissimmee, FL 34741-5708

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



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	Sleeving: 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 Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: (407) 319-6970

Email: jackson.nealis@jr-davis.com

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

10BIII

**CHANGE ORDER FORM
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

Edgewater East CDD Phase 1 Civil Work

CHANGE ORDER NO. 005

DATE: November 19, 2021

CONTRACTOR: JR. Davis Construction

OWNER: Edgewater East CDD

AGREEMENT DATE: January 26, 2021

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 7,793,015.40 .

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 10,618,745.32 .

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ 414,242.16 .

The new CONTRACT PRICE including this ORDER will be \$ 11,032,987.48 .

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by TBD days .

The new CONTRACT TIME including this ORDER will be 210 days .

The date for SUBSTANTIAL COMPLETION of all work
will be TBD .

CHANGES ORDERED:

I. **GENERAL**

This Change Order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Edgewater East CDD Phase 1 Civil Work

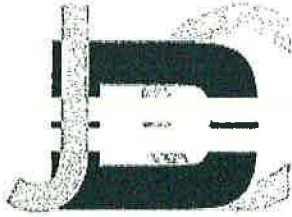
PROJECT NO.: 4288-13-01

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

Change Order Request by:	<u>Edgewater East CDD</u>
Change(s) Ordered by:	<u>Hanson Walter and Associates, Inc.</u>
RECOMMENDED BY:	ACCEPTED BY: 
Construction Manager,	Contractor
By 	By 
Signature	Signature
Title <u>CDD ENGINEER</u>	Title <u>President</u>
Date <u>11-19-2021</u>	Date <u>11/24/21</u>
APPROVED BY:	
<u>Edgewater East CDD</u>	
(Owner)	
By _____	By _____
Signature	Signature
Title: _____	Title: _____
Date _____	Date _____

END OF SECTION

EDGEWATER ED4 - RFCO# 02 - Mass Grade, CPP



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Tyson Snyder

Phone: (407) 870-0066

Email: Tyson.Snyder@jr-davis.com

Quote To:

Kevin Kramer

Proposal Date:

10/28/2021

Company:

BTI Partners

Date of Plans:

8/13/2021 (Various)

Phone:

(321) 422-9294

Revision Date:

7/27/2021

Email:

kkramer@btipartners.com

Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
115	Bond	1.00	LS	4,719.83	4,719.83
	STORM DRAINAGE SYSTEM				
3005	Connect to Existing Storm	4.00	EA	3,450.00	13,800.00
3030	30" Class III RCP	928.00	LF	89.10	82,684.80
3040	42" Class III RCP	733.00	LF	176.50	129,374.50
3160	42" RCP MES (No Grate)	1.00	EA	5,135.00	5,135.00
3230	30" Double Headwall	1.00	EA	11,600.00	11,600.00
3240	Storm Manhole	5.00	EA	7,600.00	38,000.00
3255	Type F Inlet	3.00	EA	6,175.00	18,525.00
3300	Clean, Lamp, & TV	1,945.00	LF	7.80	15,171.00
	STORM DRAINAGE SYSTEM TOTAL				\$319,010.13
	MASS GRADING TOTAL				\$319,010.13
GRAND TOTAL					319,010.13

NOTES:

1. Proposal is based on all dewatering being discharged offsite.
2. Scope of work based on email and marked up drawings received on August 18, 2021 and email dated 10/10/21

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 Phase 1 - Cross Prairie Parkway Plan Changes RFCO #11



JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

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

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

Proposal Date: September 27, 2021
Date of Plans:
Revision Date:
Addendums:
HCSS# 2074RFCO11

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GENERAL					
210	Add Construction Layout	1.00	LS	4,918.84	4,918.84
310	Add Certified Asbuilts	1.00	LS	2,524.83	2,524.83
410	Add Geo-Technical Testing	1.00	LS	2,918.50	2,918.50
WATER SYSTEM					
6210	Add 12" PVC Water Main	12.00	LF	70.11	841.32
7160	Add Fittings	1.00	LS	25,850.53	25,850.53
WATER SYSTEM TOTAL					\$37,054.02
RECLAIM WATER SYSTEM					
8010	Add 16" PVC Reclaim Water	12.00	LF	115.18	1,382.16
8960	Add Fittings	1.00	LS	29,060.18	29,060.18
REUSE WATER SYSTEM TOTAL					\$30,442.34
SANITARY SEWER					
9460	Add 12" PVC Force Main	12.00	LF	65.83	789.96
10510	Add Fittings	1.00	LS	26,945.71	26,945.71
SANITARY SEWER TOTAL					\$27,735.67
GRAND TOTAL					95,232.03

NOTES:

1. Proposal is based on all dewatering being discharged offsite into temp. swales & ponds.
2. 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

10C

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 CANCELED	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