

**EDGEWATER EAST
COMMUNITY DEVELOPMENT
DISTRICT**

August 10, 2022

**BOARD OF SUPERVISORS
PUBLIC HEARINGS AND
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

August 3, 2022

Board of Supervisors
Edgewater East Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold Multiple Public Hearings and Regular Meeting on August 10, 2022, at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2022-18, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2022-19, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Disclosure of Public Financing and Maintenance of Improvements to Real Property

6. Consideration of Acceptance of Deed for Tracts in Edgewater ED-4 plat
7. Consideration of Irrigation, Landscape, Signage and Hardscape Easement Agreement with JCH CP, LLC for Tracts D and E, Plat ED-4
8. Update: Executed Agreements with Property Owners for the Clay Whaley Road Expansion
9. Consideration of Work Authorization #2 for ED5 and ED6 North Construction Management
10. Consideration of Work Authorization #3 for Clay Whaley Road Expansion
11. Consideration of Purchase of Maintenance Bond
12. Consideration of GAI Consultants. Inc., Proposal for Construction Administration Services for ED-5 Phase 1 Roadway Project
13. Ratification of Partial Termination and Release of Temporary Construction Easement
14. Consideration of Responses to RFP for ED5 Framework Roadway, Phase 1 Civil Site Work
15. Acceptance of Unaudited Financial Statements as of June 30, 2022
16. Approval of July 7, 2022 Regular Meeting Minutes
17. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 1, 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

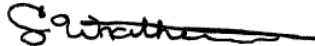
18. Board Members' Comments/Requests

19. Public Comments

20. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3A

PROOF OF PUBLICATION
From

OSCEOLA NEWS-GAZETTE


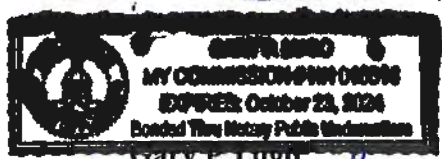
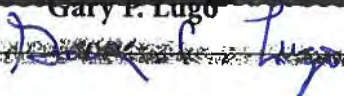
**STATE OF FLORIDA
COUNTY OF OSCEOLA**

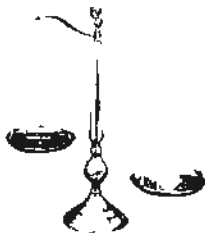
Befor me, the understigned authority, personally appeared Pamela Bikowicz, who an oath says that she is the Business Manager of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

JULY 14TH, 2022

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this



Gary P. Lugo




IN THE MATTER OF: **FIRST PUBLICATION:** 7/14/22
EDGEWATER EAST CDD **LAST PUBLICATION:** 7/14/22
*PUBLIC HEARING
FY23 BUDGET
& ASSESSMENT*

Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Ste. 5, Kissimmee, FL 34744
Phone: 407-846-7600
Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors (“Board”) for the Edgewater East Community Development District (“District”) will hold the following two public hearings and a regular meeting:

DATE: August 10, 2022
 TIME: 9:00 a.m.
 LOCATION: Offices of Hanson, Walter & Associates
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District’s proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”). The second public hearing is being held pursuant to Chapters 170, 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments (“O&M Assessments”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District’s general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Acres	EAU Factor	Proposed Annual O&M Assessment per Acre (including collection costs / early payment discounts)
JCH unplatted acres	21.42	7.0962	\$830.54
M/I Homes unplatted Acres	37.44	3.8462	\$450.15
Meritage unplatted acres	69.88	6.3537	\$743.64
Undeveloped Land	1,390.25	2.5643	\$300.12

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Osceola County (“County”) may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023.

For Fiscal Year 2022/2023, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

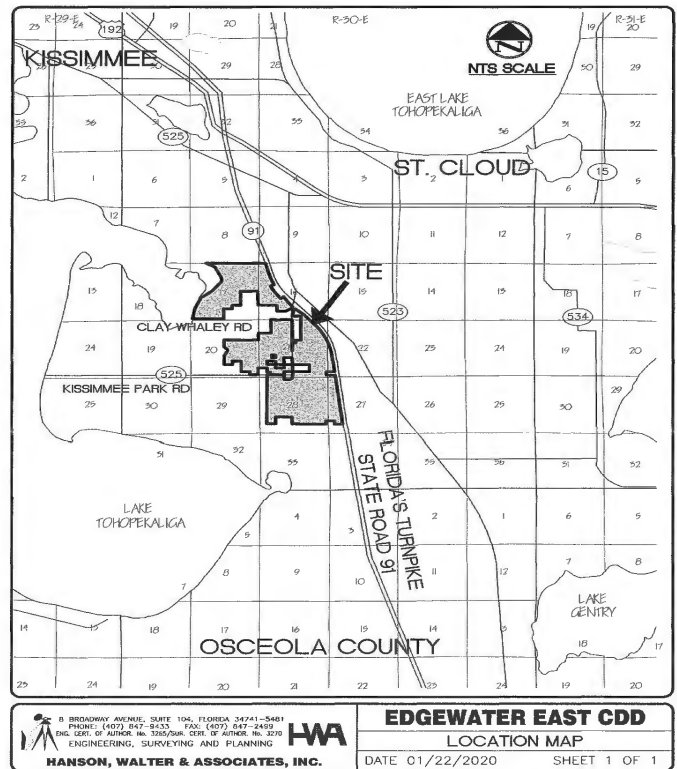
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“District Manager’s Office”), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



RESOLUTION 2022-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED OPERATION AND MAINTENANCE BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Edgewater East Community Development District (“District”) has prior to June 15, 2022, approved proposed budgets (“Proposed Budget”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”); and

WHEREAS, after further consideration, it is in the best interest of the District to fund the administrative and operations services (together, “Services”) set forth in the Proposed Budget, a current copy of which is attached as Exhibit A, by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“Assessments”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the proposed Assessments, and desires to set the required public hearings thereon;

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

- 1. DECLARING ASSESSMENTS.** The current form of the Proposed Budget, attached hereto as Exhibit A, is hereby approved for use in proceedings to levy and impose the Assessments. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the “District’s Office,” 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, on certain properties, and pursuant to the Uniform Method as set forth in Chapter 197, Florida Statutes on certain other properties.

- 2. SETTING A PUBLIC HEARING.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, a public hearing on the Assessments is hereby declared and set for the following date, hour and location:
 DATE: August 10, 2022
 HOUR: 9:00 a.m.
 LOCATION: Offices of Hanson, Walter & Associates, Inc.
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

- 3. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Osceola County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

- 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

- 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2022.

ATTEST: **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

/s/ Ernesto Torres
 Assistant Secretary

/s/ Kevin Mays
 Vice Chair, Board of Supervisors

PROOF OF PUBLICATION

From

OSCEOLA NEWS-GAZETTE

IN THE MATTER OF: FIRST PUBLICATION: 7/21/22

*EDGEWATER EAST CDD
PUBLIC HEARING
FY23 BUDGET
& ASSESSMENT*

LAST PUBLICATION: 7/21/22

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

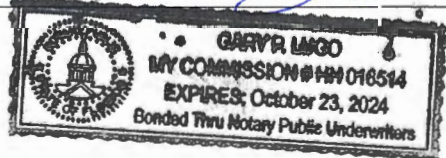
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JULY 21, 2022

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Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this

Pamela B.



Gary P. Lugo
Gary P. Lugo



Make remittance to: Osceola News-Gazette
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Phone: 407-846-7600
Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
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EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

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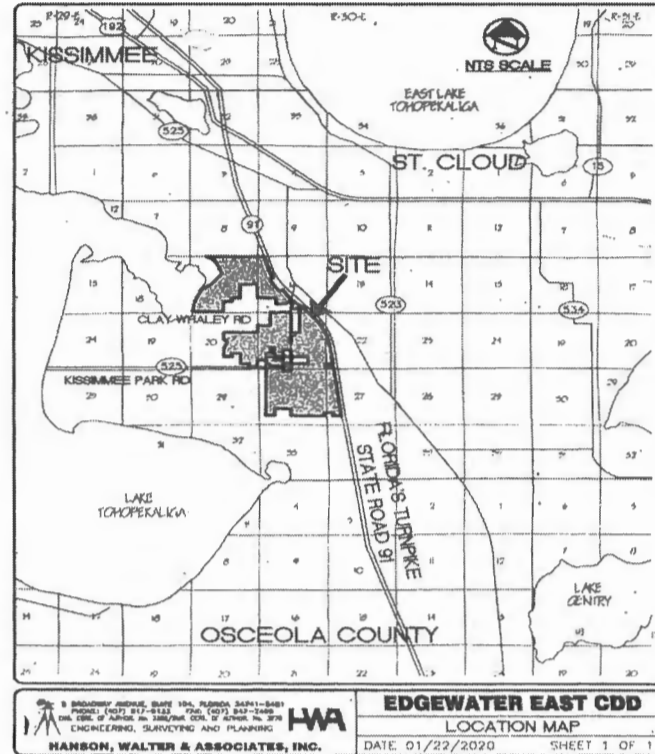
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RESOLUTION 2022-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED OPERATION AND MAINTENANCE BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") of the Edgewater East Community Development District ("District") has prior to June 15, 2022, approved proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"); and

WHEREAS, after further consideration, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget, a current copy of which is attached as **Exhibit A**, by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the proposed Assessments, and desires to set the required public hearings thereon;

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

1. DECLARING ASSESSMENTS. The current form of the Proposed Budget, attached hereto as Exhibit A, is hereby approved for use in proceedings to levy and impose the Assessments. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the "District's Office," 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, on certain properties, and pursuant to the Uniform Method as set forth in Chapter 197, Florida Statutes on certain other properties.

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3. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Osceola County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2022.

ATTEST: **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2022-18

THE ANNUAL APPROPRIATION RESOLUTION OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Edgewater East Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes (“Adopted Budget”)*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Edgewater East Community Development District for the Fiscal Year Ending September 30, 2023.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$3,554,904 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 503,857
DEBT SERVICE FUND – SERIES 2021	\$1,112,955
DEBT SERVICE FUND – SERIES 2022	\$1,938,094
TOTAL ALL FUNDS	\$3,554,904

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if

the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF AUGUST 2022.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2022/2023 Budget

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
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**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 503,857
Landowner contribution	132,790	29,630	107,801	137,431	-
Uncoded revenue	-	15,205	-	15,205	-
Total revenues	<u>132,790</u>	<u>44,835</u>	<u>107,801</u>	<u>152,636</u>	<u>503,857</u>
EXPENDITURES					
Professional & administrative					
Management/admin/recording	48,000	24,239	23,761	48,000	48,000
Legal	50,000	19,063	30,937	50,000	50,000
Engineering	7,500	600	6,900	7,500	7,500
Audit	5,000	-	5,000	5,000	6,500
Arbitrage rebate calculation	750	-	750	750	1,500
Dissemination agent	1,000	500	500	1,000	2,000
Trustee - Series 2021	5,250	5,725	-	5,725	5,725
Trustee - Series 2022	-	-	-	-	5,725
DSF accounting - Series 2021	5,500	2,750	2,750	5,500	5,500
DSF accounting - Series 2022	-	-	-	-	5,500
Telephone	200	100	100	200	200
Postage	500	32	468	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	283	6,117	6,400	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,175	-	5,175	5,500
Contingencies/bank charges	500	26	474	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Property appraiser and tax collector	-	-	-	-	-
Total professional & administrative	<u>132,790</u>	<u>59,623</u>	<u>78,217</u>	<u>137,840</u>	<u>152,740</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
Field operations					
Accounting	-	-	-	-	2,500
Streetlighting	-	-	-	-	50,120
Repairs and maintenance	-	-	-	-	12,000
Electricity	-	-	-	-	3,600
Landscape maint.					
Maintenance contract	-	-	-	-	252,885
Plant replacement	-	-	-	-	12,000
Landscape contingency	-	-	-	-	6,000
Irrigation	-	-	-	-	12,000
Total field operations	-	-	-	-	351,105
Total expenditures	132,790	59,623	78,217	137,840	503,845
Excess/(deficiency) of revenues over/(under) expenditures	-	(14,788)	29,584	14,796	12
Fund balance - beginning (unaudited)	-	1,603,299	1,588,511	1,603,299	1,618,095
Committed					
Impact fee collections	-	1,618,095	1,618,095	1,618,095	1,618,095
Unassigned	-	(29,584)	-	-	12
Fund balance - ending (projected)	\$ -	\$ 1,588,511	\$ 1,618,095	\$ 1,618,095	\$ 1,618,107

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures

Professional & administrative

Management/admin/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	50,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	7,500
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee - Series 2021	5,725
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Trustee - Series 2022	5,725
DSF accounting - Series 2021	5,500
DSF accounting - Series 2022	5,500
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Field operations

Accounting	2,500
Streetlighting	50,120
Repairs and maintenance	12,000
Electricity	3,600
Landscape maint.	
Maintenance contract	252,885
Plant replacement	12,000
Landscap contingency	6,000
Irrigation	12,000
Total expenditures	<u>\$ 503,845</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE)
FISCAL YEAR 2023**

	Fiscal Year 2021			Proposed Budget FY 2023	
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		Total Actual & Projected
REVENUES					
Special assessment: off-roll	\$ 1,112,579	\$ 657,127	\$ 455,452	\$ 1,112,579	\$ 1,112,587
Total revenues	<u>1,112,579</u>	<u>657,169</u>	<u>455,452</u>	<u>1,112,579</u>	<u>1,112,587</u>
EXPENDITURES					
Debt service					
Principal	395,000	-	395,000	395,000	405,000
Interest	807,559	448,644	358,915	807,559	707,955
Total expenditures	<u>1,202,559</u>	<u>448,644</u>	<u>753,915</u>	<u>1,202,559</u>	<u>1,112,955</u>
Excess/(deficiency) of revenues over/(under) expenditures	(89,980)	208,525	(298,463)	(89,980)	(368)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(37)	-	(37)	-
Total other financing sources/(uses)	<u>-</u>	<u>(37)</u>	<u>-</u>	<u>(37)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	(89,980)	208,488	(298,463)	(90,017)	(368)
Beginning fund balance (unaudited)	1,565,814	1,571,237	1,571,237	1,571,237	1,481,220
Ending fund balance (projected)	<u>\$1,475,834</u>	<u>\$1,779,725</u>	<u>\$1,272,774</u>	<u>\$1,481,220</u>	<u>1,480,852</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,112,580)
Principal and Interest expense - November 1, 2023					(348,915)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 19,357</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 (ASSESSMENT AREA ONE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2022			353,977.50	353,977.50	19,500,000.00
5/1/2023	405,000.00	2.500%	353,977.50	758,977.50	19,095,000.00
11/1/2023			348,915.00	348,915.00	19,095,000.00
5/1/2024	420,000.00	2.500%	348,915.00	768,915.00	18,675,000.00
11/1/2024			343,665.00	343,665.00	18,675,000.00
5/1/2025	430,000.00	2.500%	343,665.00	773,665.00	18,245,000.00
11/1/2025			338,290.00	338,290.00	18,245,000.00
5/1/2026	440,000.00	2.500%	338,290.00	778,290.00	17,805,000.00
11/1/2026			332,790.00	332,790.00	17,805,000.00
5/1/2027	450,000.00	3.100%	332,790.00	782,790.00	17,355,000.00
11/1/2027			325,815.00	325,815.00	17,355,000.00
5/1/2028	465,000.00	3.100%	325,815.00	790,815.00	16,890,000.00
11/1/2028			318,607.50	318,607.50	16,890,000.00
5/1/2029	480,000.00	3.100%	318,607.50	798,607.50	16,410,000.00
11/1/2029			311,167.50	311,167.50	16,410,000.00
5/1/2030	495,000.00	3.100%	311,167.50	806,167.50	15,915,000.00
11/1/2030			303,495.00	303,495.00	15,915,000.00
5/1/2031	510,000.00	3.100%	303,495.00	813,495.00	15,405,000.00
11/1/2031			295,590.00	295,590.00	15,405,000.00
5/1/2032	530,000.00	3.600%	295,590.00	825,590.00	14,875,000.00
11/1/2032			286,050.00	286,050.00	14,875,000.00
5/1/2033	550,000.00	3.600%	286,050.00	836,050.00	14,325,000.00
11/1/2033			276,150.00	276,150.00	14,325,000.00
5/1/2034	570,000.00	3.600%	276,150.00	846,150.00	13,755,000.00
11/1/2034			265,890.00	265,890.00	13,755,000.00
5/1/2035	590,000.00	3.600%	265,890.00	855,890.00	13,165,000.00
11/1/2035			255,270.00	255,270.00	13,165,000.00
5/1/2036	610,000.00	3.600%	255,270.00	865,270.00	12,555,000.00
11/1/2036			244,290.00	244,290.00	12,555,000.00
5/1/2037	635,000.00	3.600%	244,290.00	879,290.00	11,920,000.00
11/1/2037			232,860.00	232,860.00	11,920,000.00
5/1/2038	655,000.00	3.600%	232,860.00	887,860.00	11,265,000.00
11/1/2038			221,070.00	221,070.00	11,265,000.00
5/1/2039	680,000.00	3.600%	221,070.00	901,070.00	10,585,000.00
11/1/2039			208,830.00	208,830.00	10,585,000.00
5/1/2040	705,000.00	3.600%	208,830.00	913,830.00	9,880,000.00
11/1/2040			196,140.00	196,140.00	9,880,000.00
5/1/2041	730,000.00	3.600%	196,140.00	926,140.00	9,150,000.00
11/1/2041			183,000.00	183,000.00	9,150,000.00
5/1/2042	760,000.00	4.000%	183,000.00	943,000.00	8,390,000.00
11/1/2042			167,800.00	167,800.00	8,390,000.00
5/1/2043	790,000.00	4.000%	167,800.00	957,800.00	7,600,000.00
11/1/2043			152,000.00	152,000.00	7,600,000.00
5/1/2044	825,000.00	4.000%	152,000.00	977,000.00	6,775,000.00

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 (ASSESSMENT AREA ONE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			135,500.00	135,500.00	6,775,000.00
5/1/2045	855,000.00	4.000%	135,500.00	990,500.00	5,920,000.00
11/1/2045			118,400.00	118,400.00	5,920,000.00
5/1/2046	890,000.00	4.000%	118,400.00	1,008,400.00	5,030,000.00
11/1/2046			100,600.00	100,600.00	5,030,000.00
5/1/2047	925,000.00	4.000%	100,600.00	1,025,600.00	4,105,000.00
11/1/2047			82,100.00	82,100.00	4,105,000.00
5/1/2048	965,000.00	4.000%	82,100.00	1,047,100.00	3,140,000.00
11/1/2048			62,800.00	62,800.00	3,140,000.00
5/1/2049	1,005,000.00	4.000%	62,800.00	1,067,800.00	2,135,000.00
11/1/2049			42,700.00	42,700.00	2,135,000.00
5/1/2050	1,045,000.00	4.000%	42,700.00	1,087,700.00	1,090,000.00
11/1/2050			21,800.00	21,800.00	1,090,000.00
5/1/2051	1,090,000.00	4.000%	21,800.00	1,111,800.00	-
Total	19,500,000.00		13,051,125.00	32,551,125.00	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA ONE)
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 1,930,402
Interest		2	-	2	-
Total revenues	-	2	-	2	1,930,402
EXPENDITURES					
Debt service					
Principal	-	-	-	-	640,000
Interest	-	-	241,590	241,590	1,298,094
Total debt service	-	-	241,590	241,590	1,938,094
Other fees & charges					
Costs of issuance	-	224,190	-	224,190	-
Underwriter's discount	-	678,500	-	678,500	-
Total other fees & charges	-	902,690	-	902,690	-
Total expenditures	-	902,690	241,590	1,144,280	1,938,094
Excess/(deficiency) of revenues over/(under) expenditures	-	(902,688)	(241,590)	(1,144,278)	(7,692)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	3,729,452	-	3,729,452	-
Total other financing sources/(uses)	-	3,729,452	-	3,729,452	-
Fund balance:					
Net increase/(decrease) in fund balance	-	2,826,764	(241,590)	2,585,174	(7,692)
Beginning fund balance (unaudited)	-	-	-	-	2,585,174
Ending fund balance (projected)	\$ -	\$ 2,826,764	\$ (241,590)	\$ 2,585,174	2,577,482
Use of fund balance:					
Debt service reserve account balance (required)					(1,930,400)
Principal and Interest expense - November 1, 2023					(639,447)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 7,635</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (ASSESSMENT AREA TWO) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
5/1/2022			241,589.67	241,589.67	33,925,000.00
11/1/2022			649,046.88	649,046.88	33,925,000.00
5/1/2023	640,000.00	3.000%	649,046.88	1,289,046.88	33,285,000.00
11/1/2023			639,446.88	639,446.88	33,285,000.00
5/1/2024	660,000.00	3.000%	639,446.88	1,299,446.88	32,625,000.00
11/1/2024			629,546.88	629,546.88	32,625,000.00
5/1/2025	680,000.00	3.000%	629,546.88	1,309,546.88	31,945,000.00
11/1/2025			619,346.88	619,346.88	31,945,000.00
5/1/2026	700,000.00	3.000%	619,346.88	1,319,346.88	31,245,000.00
11/1/2026			608,846.88	608,846.88	31,245,000.00
5/1/2027	720,000.00	3.000%	608,846.88	1,328,846.88	30,525,000.00
11/1/2027			598,046.88	598,046.88	30,525,000.00
5/1/2028	745,000.00	3.375%	598,046.88	1,343,046.88	29,780,000.00
11/1/2028			585,475.00	585,475.00	29,780,000.00
5/1/2029	770,000.00	3.375%	585,475.00	1,355,475.00	29,010,000.00
11/1/2029			572,481.25	572,481.25	29,010,000.00
5/1/2030	795,000.00	3.375%	572,481.25	1,367,481.25	28,215,000.00
11/1/2030			559,065.63	559,065.63	28,215,000.00
5/1/2031	825,000.00	3.375%	559,065.63	1,384,065.63	27,390,000.00
11/1/2031			545,143.75	545,143.75	27,390,000.00
5/1/2032	850,000.00	3.375%	545,143.75	1,395,143.75	26,540,000.00
11/1/2032			530,800.00	530,800.00	26,540,000.00
5/1/2033	885,000.00	4.000%	530,800.00	1,415,800.00	25,655,000.00
11/1/2033			513,100.00	513,100.00	25,655,000.00
5/1/2034	920,000.00	4.000%	513,100.00	1,433,100.00	24,735,000.00
11/1/2034			494,700.00	494,700.00	24,735,000.00
5/1/2035	960,000.00	4.000%	494,700.00	1,454,700.00	23,775,000.00
11/1/2035			475,500.00	475,500.00	23,775,000.00
5/1/2036	995,000.00	4.000%	475,500.00	1,470,500.00	22,780,000.00
11/1/2036			455,600.00	455,600.00	22,780,000.00
5/1/2037	1,035,000.00	4.000%	455,600.00	1,490,600.00	21,745,000.00
11/1/2037			434,900.00	434,900.00	21,745,000.00
5/1/2038	1,080,000.00	4.000%	434,900.00	1,514,900.00	20,665,000.00
11/1/2038			413,300.00	413,300.00	20,665,000.00
5/1/2039	1,125,000.00	4.000%	413,300.00	1,538,300.00	19,540,000.00
11/1/2039			390,800.00	390,800.00	19,540,000.00
5/1/2040	1,170,000.00	4.000%	390,800.00	1,560,800.00	18,370,000.00
11/1/2040			367,400.00	367,400.00	18,370,000.00
5/1/2041	1,215,000.00	4.000%	367,400.00	1,582,400.00	17,155,000.00
11/1/2041			343,100.00	343,100.00	17,155,000.00
5/1/2042	1,265,000.00	4.000%	343,100.00	1,608,100.00	15,890,000.00
11/1/2042			317,800.00	317,800.00	15,890,000.00
5/1/2043	1,320,000.00	4.000%	317,800.00	1,637,800.00	14,570,000.00
11/1/2043			291,400.00	291,400.00	14,570,000.00
5/1/2044	1,370,000.00	4.000%	291,400.00	1,661,400.00	13,200,000.00
11/1/2044			264,000.00	264,000.00	13,200,000.00
5/1/2045	1,430,000.00	4.000%	264,000.00	1,694,000.00	11,770,000.00

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (ASSESSMENT AREA TWO) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2045			235,400.00	235,400.00	11,770,000.00
5/1/2046	1,485,000.00	4.000%	235,400.00	1,720,400.00	10,285,000.00
11/1/2046			205,700.00	205,700.00	10,285,000.00
5/1/2047	1,550,000.00	4.000%	205,700.00	1,755,700.00	8,735,000.00
11/1/2047			174,700.00	174,700.00	8,735,000.00
5/1/2048	1,610,000.00	4.000%	174,700.00	1,784,700.00	7,125,000.00
11/1/2048			142,500.00	142,500.00	7,125,000.00
5/1/2049	1,675,000.00	4.000%	142,500.00	1,817,500.00	5,450,000.00
11/1/2049			109,000.00	109,000.00	5,450,000.00
5/1/2050	1,745,000.00	4.000%	109,000.00	1,854,000.00	3,705,000.00
11/1/2050			74,100.00	74,100.00	3,705,000.00
5/1/2051	1,815,000.00	4.000%	74,100.00	1,889,100.00	1,890,000.00
11/1/2051			37,800.00	37,800.00	1,890,000.00
5/1/2052	1,890,000.00	4.000%	37,800.00	1,927,800.00	-
Total	33,925,000.00		24,797,683.49	58,722,683.49	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

Assessment Area One, Post-Expansion, Off-roll assessments

Product	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
Single Family 1	553	\$ 117.04	\$ 1,224.94	\$ 1,341.98	\$ 1,275.49
Single Family 2	197	117.04	979.96	1,097.00	\$ 1,020.39
Multi Family	323	117.04	749.67	866.71	780.60
Total	1,073				

Assessment Area Two, Post-Expansion, Off-roll assessments

Product	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
Single Family 1	727	\$ 117.04	\$ 1,224.94	\$ 1,341.98	\$ 1,275.49
Single Family 2	404	117.04	979.96	1,097.00	\$ 1,020.39
Multi Family	859	117.04	749.67	866.71	780.60
Total	1,990				

Future Phase(s), Off-roll assessments

Product	Units	FY 2023 O&M Assessment per Unit	Not Applicable	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
Single Family 1	455	\$ 117.04	n/a	\$ 117.04	n/a
Single Family 2	121	117.04	n/a	117.04	n/a
Multi Family	666	117.04	n/a	117.04	n/a
Total	1,242				

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4A

PROOF OF PUBLICATION
From

OSCEOLA NEWS-GAZETTE

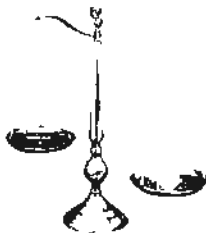
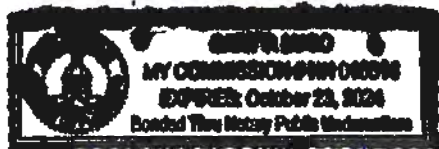
**STATE OF FLORIDA
COUNTY OF OSCEOLA**

Befor me, the understigned authority, personally appeared Pamela Bikowicz, who an oath says that she is the Business Manager of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

JULY 14TH, 2022

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this



IN THE MATTER OF: **FIRST PUBLICATION:** 7/14/22
EDGEWATER EAST CDD **LAST PUBLICATION:** 7/14/22
*PUBLIC HEARING
FY23 BUDGET
& ASSESSMENT*

Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Ste. 5, Kissimmee, FL 34744
Phone: 407-846-7600
Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors (“Board”) for the Edgewater East Community Development District (“District”) will hold the following two public hearings and a regular meeting:

DATE: August 10, 2022
 TIME: 9:00 a.m.
 LOCATION: Offices of Hanson, Walter & Associates
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District’s proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”). The second public hearing is being held pursuant to Chapters 170, 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments (“O&M Assessments”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District’s general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Acres	EAU Factor	Proposed Annual O&M Assessment per Acre (including collection costs / early payment discounts)
JCH unplatted acres	21.42	7.0962	\$830.54
M/I Homes unplatted Acres	37.44	3.8462	\$450.15
Meritage unplatted acres	69.88	6.3537	\$743.64
Undeveloped Land	1,390.25	2.5643	\$300.12

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Osceola County (“County”) may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023.

For Fiscal Year 2022/2023, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

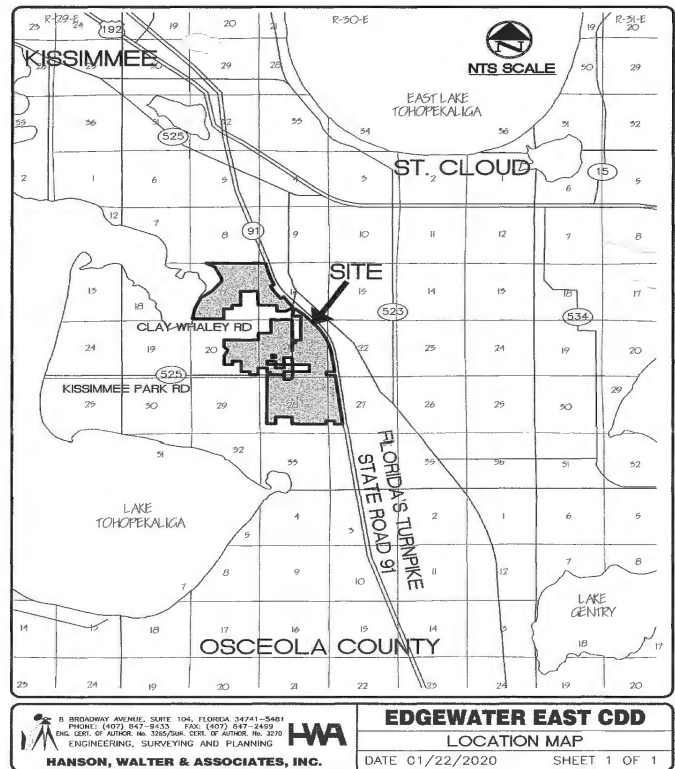
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“District Manager’s Office”), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



RESOLUTION 2022-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED OPERATION AND MAINTENANCE BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Edgewater East Community Development District (“District”) has prior to June 15, 2022, approved proposed budgets (“Proposed Budget”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”); and

WHEREAS, after further consideration, it is in the best interest of the District to fund the administrative and operations services (together, “Services”) set forth in the Proposed Budget, a current copy of which is attached as Exhibit A, by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“Assessments”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the proposed Assessments, and desires to set the required public hearings thereon;

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

- 1. DECLARING ASSESSMENTS.** The current form of the Proposed Budget, attached hereto as Exhibit A, is hereby approved for use in proceedings to levy and impose the Assessments. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the “District’s Office,” 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, on certain properties, and pursuant to the Uniform Method as set forth in Chapter 197, Florida Statutes on certain other properties.

- 2. SETTING A PUBLIC HEARING.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, a public hearing on the Assessments is hereby declared and set for the following date, hour and location:
 DATE: August 10, 2022
 HOUR: 9:00 a.m.
 LOCATION: Offices of Hanson, Walter & Associates, Inc.
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

- 3. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Osceola County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

- 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

- 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2022.

ATTEST: **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

/s/ Ernesto Torres
 Assistant Secretary

/s/ Kevin Mays
 Vice Chair, Board of Supervisors

PROOF OF PUBLICATION

From

OSCEOLA NEWS-GAZETTE

IN THE MATTER OF: FIRST PUBLICATION: 7/21/22

*EDGEWATER EAST CDD
PUBLIC HEARING
FY23 BUDGET
& ASSESSMENT*

LAST PUBLICATION: 7/21/22

STATE OF FLORIDA

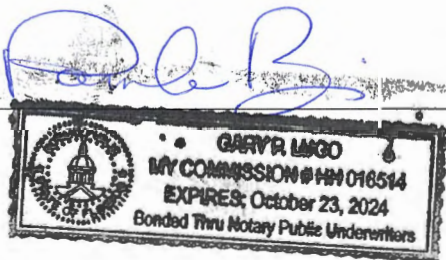
COUNTY OF OSCEOLA

Befor me, the understigned authority, personally appeared Pamela Bikowicz, who an oath says that she is the Business Manager of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

JULY 21, 2022

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me by Pamela Bikowicz, who is personally known to me this



Gary P. Lugo
Gary P. Lugo



Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Ste. 5, Kissimmee, FL 34744
Phone: 407-846-7600
Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

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Description of Assessments

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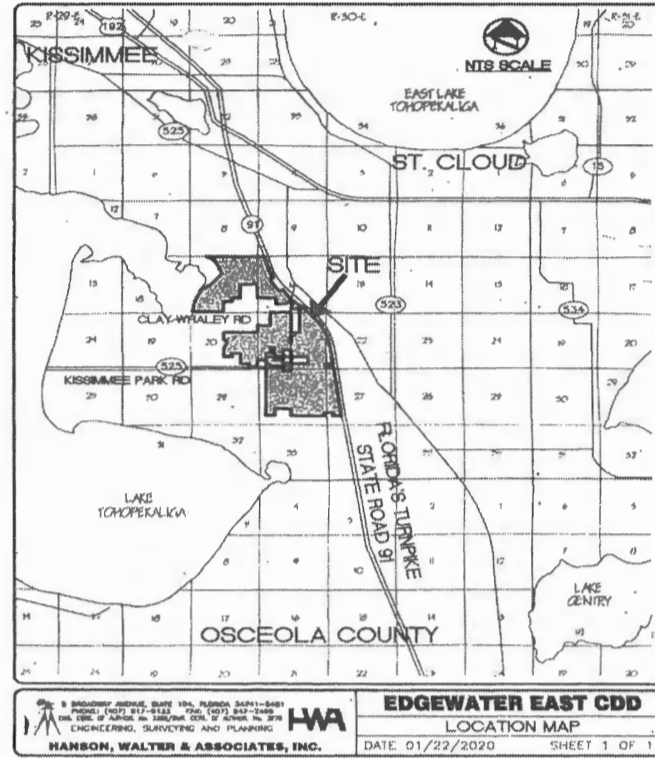
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RESOLUTION 2022-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED OPERATION AND MAINTENANCE BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") of the Edgewater East Community Development District ("District") has prior to June 15, 2022, approved proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"); and

WHEREAS, after further consideration, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget, a current copy of which is attached as **Exhibit A**, by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the proposed Assessments, and desires to set the required public hearings thereon;

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

1. DECLARING ASSESSMENTS. The current form of the Proposed Budget, attached hereto as Exhibit A, is hereby approved for use in proceedings to levy and impose the Assessments. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the "District's Office," 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, on certain properties, and pursuant to the Uniform Method as set forth in Chapter 197, Florida Statutes on certain other properties.

2. SETTING A PUBLIC HEARING. Pursuant to Chapters 170, 190, and 197, Florida Statutes, a public hearing on the Assessments is hereby declared and set for the following date, hour and location:

DATE: August 10, 2022
 HOUR: 9:00 a.m.
 LOCATION: Offices of Hanson, Walter & Associates, Inc.
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

3. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Osceola County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2022.

ATTEST: **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Michal Szymonowicz, who by me first being duly sworn and deposed says:

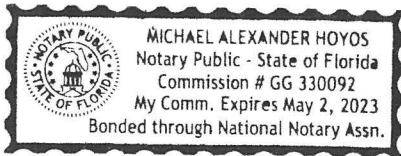
1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Michal Szymonowicz, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Assessment Roll Coordinator for the Edgewater East Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Edgewater East Community Development District.
4. I do hereby certify that on July 11, 2022 and in the regular course of business, I caused the letter, in the form attached hereto as Exhibit A, to be sent notifying affected landowners in the Edgewater East Community Development District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of assessments.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

Michal Szymonowicz
Michal Szymonowicz

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of physical presence or online notarization, this 11th day of July, 2022, by Michal Szymonowicz, for Wrathell, Hunt and Associates, LLC, who is personally known to me or [] has provided _____ as identification, and who did ___ / did not ___ take an oath.

NOTARY PUBLIC



Michael Hoyos
Print Name: Michael Hoyos
Notary Public, State of Florida
Commission No.: GG 330092
My Commission Expires: May 2, 2023

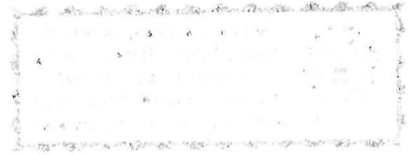
EXHIBIT A: Mailed Notice

EXHIBIT A

Handwritten text, possibly a signature or name.

Handwritten text, possibly a signature or name.

Handwritten text, possibly a signature or name.



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

THIS IS NOT A BILL – DO NOT PAY

July 11, 2022

VIA FIRST CLASS MAIL

EDGEWATER PROPERTY HOLDINGS LLC
300 ATLANTIC ST STE 1110
STAMFORD, CT 06901

Parcel ID: 16-26-30-0000-0017-0000

RE: Edgewater East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

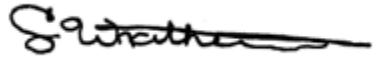
Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Edgewater East Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2022/2023, on August 10, 2022, at 9:00 a.m., and at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Wrathell", with a long horizontal flourish extending to the right.

Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$503,857** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as **7.83** unplatted acres.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Acres	EAU Factor	Proposed Annual O&M Assessment per Acre (including collection costs / early payment discounts)
JCH unplatted acres	21.42	7.0962	\$830.54
M/I Homes unplatted acres	37.44	3.8462	\$450.15
Meritage unplatted acres	69.88	6.3537	\$743.64
Undeveloped Land	1,390.25	2.5643	\$300.12

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$0.00	\$2,349.97	\$2,349.97

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by

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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

THIS IS NOT A BILL – DO NOT PAY

July 11, 2022

VIA FIRST CLASS MAIL

W1 PROPERTY HOLDINGS LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301

Parcel ID: 20-26-30-4950-0001-0490, 20-26-30-4950-0001-0500 and 20-26-30-4950-0001-0510

RE: Edgewater East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

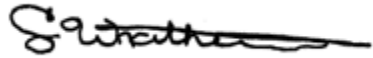
Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Edgewater East Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2022/2023, on August 10, 2022, at 9:00 a.m., and at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,

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Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$503,857** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as **150.95** unplatted acres.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Acres	EAU Factor	Proposed Annual O&M Assessment per Acre (including collection costs / early payment discounts)
JCH unplatted acres	21.42	7.0962	\$830.54
M/I Homes unplatted acres	37.44	3.8462	\$450.15
Meritage unplatted acres	69.88	6.3537	\$743.64
Undeveloped Land	1,390.25	2.5643	\$300.12

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$0.00	\$45,303.74	\$45,303.74

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by

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July 11, 2022

VIA FIRST CLASS MAIL

EDGEWATER PROPERTY HOLDINGS LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301

Parcel ID: See Exhibit B.

RE: Edgewater East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

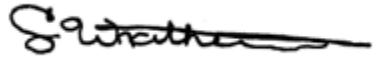
Dear Property Owner:

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Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

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Craig Wrathell
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1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$503,857** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as **1072.21** unplatted acres.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Acres	EAU Factor	Proposed Annual O&M Assessment per Acre (including collection costs / early payment discounts)
JCH unplatted acres	21.42	7.0962	\$830.54
M/I Homes unplatted acres	37.44	3.8462	\$450.15
Meritage unplatted acres	69.88	6.3537	\$743.64
Undeveloped Land	1,390.25	2.5643	\$300.12

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$0.00	\$321,796.12	\$321,796.12

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by

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EXHIBIT B

Parcel Identification Numbers

16-26-30-0000-0010-0000
17-26-30-0000-0010-0000
17-26-30-4950-0001-0670
21-26-30-0000-0010-0000
21-26-30-3642-0001-0070
21-26-30-3642-0001-00L0
21-26-30-4950-0001-0020
21-26-30-4950-0001-0030
21-26-30-4950-0001-0060
21-26-30-4950-0001-0390
21-26-30-4950-0001-0650
22-26-30-4950-0001-0410
27-26-30-4950-0001-0250
28-26-30-4950-0001-0040
28-26-30-4950-0001-0290

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

THIS IS NOT A BILL – DO NOT PAY

July 11, 2022

VIA FIRST CLASS MAIL

EDGEWATER PROPERTY FLORIDA HOLDINGS LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301

Parcel ID: 27-26-30-4950-0001-0080 and 28-26-30-4950-0001-0320

RE: Edgewater East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

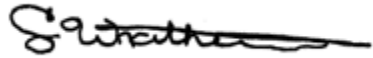
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Craig Wrathell
District Manager

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1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$503,857** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as **93.11** unplatted acres.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Acres	EAU Factor	Proposed Annual O&M Assessment per Acre (including collection costs / early payment discounts)
JCH unplatted acres	21.42	7.0962	\$830.54
M/I Homes unplatted acres	37.44	3.8462	\$450.15
Meritage unplatted acres	69.88	6.3537	\$743.64
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4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$0.00	\$27,944.56	\$27,944.56

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by

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July 11, 2022

VIA FIRST CLASS MAIL

EDGEWATER PROPERTY FLORIDA HOLDINGS III LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301

Parcel ID: 21-26-30-3642-0001-0030, 21-26-30-3642-0001-0040 and 21-26-30-4950-0001-0032

RE: Edgewater East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

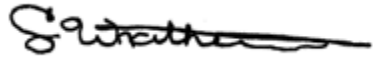
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Craig Wrathell
District Manager

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2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as **66.15** unplatted acres.
3. **Schedule of O&M Assessments:**

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4. **Proposed O&M Assessments for Your Property.**

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\$0.00	\$19,853.21	\$19,853.21

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by

direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

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

THIS IS NOT A BILL – DO NOT PAY

July 11, 2022

VIA FIRST CLASS MAIL

MERITAGE HOMES OF FLORIDA INC
8800 EAST RAINTREE DR STE 300
SCOTTSDALE, AZ 85260

Parcel ID: 21-26-30-3642-0001-0010 and 21-26-30-3642-0001-0020

RE: Edgewater East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

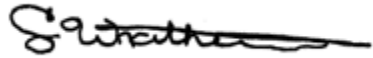
Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Edgewater East Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2022/2023, on August 10, 2022, at 9:00 a.m., and at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Wrathell", with a long horizontal flourish extending to the right.

Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$503,857** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as **69.88** unplatted acres.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Acres	EAU Factor	Proposed Annual O&M Assessment per Acre (including collection costs / early payment discounts)
JCH unplatted acres	21.42	7.0962	\$830.54
M/I Homes unplatted acres	37.44	3.8462	\$450.15
Meritage unplatted acres	69.88	6.3537	\$743.64
Undeveloped Land	1,390.25	2.5643	\$300.12

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$0.00	\$51,965.76	\$51,965.76

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by

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

THIS IS NOT A BILL – DO NOT PAY

July 11, 2022

VIA FIRST CLASS MAIL

M/I HOMES OF ORLANDO LLC
400 INTERNATIONAL PKWY STE 470
LAKE MARY, FL 32746

Parcel ID: 21-26-30-3642-0001-0060

RE: Edgewater East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

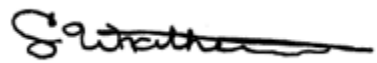
Dear Property Owner:

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The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

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Craig Wrathell
District Manager

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2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as **37.44** unplatted acres.
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JCH unplatted acres	21.42	7.0962	\$830.54
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Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

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Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$0.00	\$16,853.76	\$16,853.76

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Edgewater East
Community Development District
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Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

July 11, 2022

VIA FIRST CLASS MAIL

JCH CP LLC
9717 EAGLE CREEK CENTER BLVD
STE 200
ORLANDO, FL 32832

Parcel ID: 21-26-30-3642-0001-0050

RE: Edgewater East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

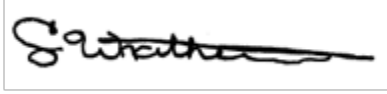
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Sincerely,

A handwritten signature in black ink, enclosed in a thin black rectangular border. The signature is cursive and appears to read "C. Wrathell".

Craig Wrathell
District Manager

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4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$0.00	\$17,790.08	\$17,790.08

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by

direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2022-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Edgewater East Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2022, 25% due no later than February 1, 2023 and 25% due no later than May 1, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 10th day of August 2022.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5

Upon recording, this instrument should be returned to:

Edgewater East Community Development District
c/o Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors¹
Edgewater East Community Development District**

Noah Breakstone
Chairman

Kevin Mays
Vice Chairman

Justin Onorato
Assistant Secretary

Robert Wanas
Assistant Secretary

Kevin Kramer
Assistant Secretary

District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

District records are on file at the offices of the District Manager and are available for public inspection upon request during normal business hours or on the District's website at <https://edgewatereastcdd.net>.

¹ This list reflects the composition of the Board of Supervisors as of August 1, 2022. For a current list of Board Members, please contact the District Manager's office.

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and how are the improvements paid for? 4**

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Method of Collection..... 8

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Edgewater East Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition of roadways, utilities, and stormwater management, and other related public infrastructure.

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”), and established by Ordinance No. 2020-49 enacted by the Board of County Commissioners of Osceola County, Florida, effective as of June 16, 2020, as modified by Ordinance No. 2020-66 to correct a scrivener’s error, effective as of September 23, 2020, and as amended to expand the boundaries of the District by Ordinance No. 2021-86, effective as of December 16, 2021. The District encompasses approximately 1,387 acres located entirely within the boundaries of Osceola County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (the “**Board**”), the members of which must be residents of the State and citizens of the United States. Board members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are held every two years in November. Commencing when both (i) six years after the initial appointment of Supervisors have passed and (ii) the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A

“qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Osceola County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in accordance with Florida law and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 1,387 acres located entirely within Osceola County, Florida. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The public infrastructure necessary to support the District’s development program includes, but is not limited to roadways, utilities, stormwater management, hardscape, landscape and irrigation improvements, street lighting and underground electric, conservation and mitigation, recreational amenities, and off-site improvements.

To plan the infrastructure improvements necessary for the District, the District adopted its *Engineer’s Report*, dated August 26, 2020, which details the improvements contemplated for the master infrastructure of the District (the “**Master Engineer’s Report**”), as amended by the *First Amendment Engineer’s Report Dated August 26, 2020 to Reflect the 2021 Boundary Amendment and Additional Units*, dated January 6, 2022 (the “**Amended Engineer’s Report**”), and as supplemented by a *Supplemental Engineer’s Report for Assessment Area One (ED-4)*, dated January 28, 2021 (the “**Supplemental Engineer’s Report**,” and collectively, the “**Improvement Plan**”). Copies of the Improvement Plan are available for review at the District’s office.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On October 6, 2020, the Circuit Court of the Ninth Judicial Circuit of the State of Florida, in and for Osceola County, Florida, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$190,100,000 in Special Assessment Revenue Bonds for the funding of the Improvement Plan.

On March 16, 2021, the District issued its \$19,895,000 Edgewater East Community Development District (Osceola County, Florida) Special Assessment Revenue Bonds, Series 2021 (Assessment Area One) (the “**Series 2021 Bonds**”) for the purposes of financing a portion

of the costs of the construction and acquisition of the Assessment Area One Project, as detailed in the Improvement Plan.

On February 24, 2022, the District issued its \$33,925,000 Edgewater East Community Development District (Osceola County, Florida) Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two) (the “**Series 2022 Bonds**,” and together with the Series 2021 Bonds, the “**Bonds**”) for the purposes of financing a portion of the costs of the construction and acquisition of the Assessment Area Two Project, as detailed in the Improvement Plan.

Roadway Improvements

The roadways within the District will consist 4-lane divided and 2-lane divided and undivided typical sections with one roundabout on the north end of the Multimodal corridor to better distribute traffic generated from a future Turnpike interchange. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, inlets, culverts, striping and signage and sidewalks within rights-of-way. All roads will be designed in accordance with FDOT and Osceola County standards. Internal roadways may be financed by the District and may be dedicated to Osceola County for ownership, operation, and maintenance.

Water, Wastewater and Reclaim Utilities

The District will construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located with rights-of-way and used for potable water service and fire protection. Water main connections will be made at Kissimmee Park Road and Old Canoe Creek Road.

Wastewater improvements will include an onsite 8” diameter gravity collection system, offsite and onsite force mains of varying diameter and onsite lift stations. The offsite force main connection will be made at Old Canoe Creek Road and West New Nolte Road.

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community and will consist of varying main sizes dependent on demand. An offsite reclaim connection will be made at Old Canoe Creek Road.

The water and reclaim distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to the City of St. Cloud for operation and maintenance. All mains will be designed and constructed in compliance with the City of St. Cloud and the Florida Department of Environmental Protection Standards.

Stormwater Management System

The District’s stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipes, Bio swale, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system discharges to Lake Tohopekaliga

via three drainage systems. The stormwater system will be designed consistent with the criteria established by the South Florida Water Management District (SFWMD) and Osceola County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate and maintain the inlets and storm sewer systems within County rights-of-way.

Hardscape, Landscape, and Irrigation

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. Landscaping will consist of sod, shrubs, ground cover, trees and plants. The irrigation system will consist of spray and rotating heads providing irrigation coverage to the landscaped areas. Moreover, hardscaping will consist of entry features, benches, trashcans, accent pavement, and other improvements. Existing vegetation will be utilized wherever possible.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, this project will at a minimum meet those requirements but, in most cases, exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained, and funded by the District. Such infrastructure, to the extent this it is rights-of-way owned by the County, will be maintained pursuant to a right-of-way agreement to be entered into with the County. Individual neighborhood HOA's may enter into an agreement with the District for the purpose of maintaining entry features, to include but not necessarily be limited to signage, landscape, accent lighting, hardscape, and irrigation.

Street Lights/Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with the Orlando Utility Commission (OUC) in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the Improvement Plan.

The Improvement Plan does however include the undergrounding of electrical utility lines within right-of-way utility easements throughout the District. Any lines and transformers located in such areas would be owned by OUC and not paid for by the District as part of the Improvement Plan.

Environmental Conversation/Mitigation

There are approximately fifty (50) acres of potential forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure which will require wetland mitigation. The District will be responsible for the funding, design, permitting, construction,

maintenance, and government reporting of the environmental mitigation. Such costs are included within the Improvement Plan.

Recreational Amenities

In conjunction with the Improvement Plan, the District may elect to construct amenity parks within the development and will construct linear park with bio swale adjacent to Cross Prairie Parkway. The District may or may not also finance additional amenities, parks and other common areas for the benefit of the District. These improvements will be funded, owned, and maintained by the District, or alternatively may be funded by the developer and turned over to a homeowners’ association for ownership, operation, and maintenance.

Assessments, Fees and Charges

The costs of acquisition or construction of a portion of these infrastructure improvements have been financed by the District through the sale of the Bonds. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District’s improvements. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the location and type of property purchased. Provided below are the current maximum annual debt service assessment levels for property within the District for the Bonds (the “**Debt Service Assessments**”). Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District’s assessment methodology and assessment roll are available for review at the District’s office.

The current annual Debt Service Assessments per product type for the Series 2021 Bonds are as follows:

Product Type	Annual Assessment*	Par Debt Assessment at Time of Bond Issuance
Single Family 1	\$1,303.12	\$21,904.13
Single Family 2	\$1,042.50	\$17,523.31
Multi-Family	\$ 797.51	\$13,405.33

* Includes costs of collection and early payment discount allowance

The current annual Debt Service Assessments per product type for the Series 2022 Bonds prior to an anticipated, future boundary amendment are as follows:

Product Type	Annual Assessment*	Par Debt Assessment at Time of Bond Issuance
Single Family 1	\$1,332.93	\$22,019.56

Single Family 2	\$1,066.35	\$17,615.64
Multi-Family	\$ 815.75	\$13,475.97

* Includes costs of collection and early payment discount allowance

The annual Debt Service Assessments per product type for the Series 2022 Bonds after the anticipated, future boundary amendment are as follows:

Product Type	Annual Assessment*	Par Debt Assessment at Time of Bond Issuance
Single Family 1	\$1,303.13	\$21,527.27
Single Family 2	\$1,042.51	\$17,221.82
Multi-Family	\$ 797.52	\$13,174.69

* Includes costs of collection and early payment discount allowance

The Debt Service Assessments exclude any operations and maintenance assessments (“**O&M Assessments**”) which may be determined and calculated annually by the District’s Board of Supervisors and are levied against benefitted lands in the District.

A detailed description of all costs and allocations which result in the formulation of the Debt Service Assessments and the O&M Assessments is available for public inspection upon request.

The Improvement Plan and financing plan of the District infrastructure as presented herein reflect the District’s current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District’s Debt Service Assessments and/or O&M Assessments may appear on that portion of the annual real estate tax notice entitled “non-ad valorem assessments,” and to the extent that it is, will be collected by the Osceola County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to the District Manager at: Edgewater East Community Development District, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or call (561) 571-0010.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____, 2022, and recorded in the Official Records of Osceola County, Florida.

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Kevin Mays, Vice-Chair

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by Kevin Mays as Vice-Chair of the Board of Supervisors of Edgewater East Community Development District, for and on behalf of the District. He [] is personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

EXHIBIT A

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

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 = S38°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 1/4 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°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 17.60 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

6

This instrument prepared by and return to:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this _____ day of _____, 2022, by EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC, a Delaware limited liability company, and EDGEWATER PROPERTY HOLDINGS, LLC, a Delaware limited liability company, doing business in Florida as EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC (together, "**Grantor**"), whose address is 401 East Las Olas Blvd., Ste. 1870, Ft. Lauderdale, Florida 33301, to EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government ("**Grantee**"), whose address is _____.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, its heirs, successors and assigns forever, the following described property, located in Osceola County, Florida, and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.**

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

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.
2. Zoning and other governmental regulations.
3. Taxes and assessments for 2022 and subsequent years not yet due or payable.

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

AND GRANTOR does hereby covenant with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey the land; that Grantor specially warrants the title to said land, and will defend the same against the lawful claims of all persons claiming by or through Grantor. No direct or indirect members, managers, officers, directors or employees of Grantor shall have any personal liability in connection with this special warranty deed.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES:

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

Print Name: _____

By: _____
Marc Porosoff, as Vice President and Secretary

Print Name: _____

By: _____
Jordan Socaransky, as Vice President

Print Name: _____

Print Name: _____

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by means of [__] physical presence or [__] online notarization, by Marc Porosoff, as Vice President and Secretary, and Jordan Socaransky, as Vice President, both of **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC**, on behalf of said entity, and who are personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Tracts A, B, C, D, E, F, G, H and I of the Edgewater ED4 Plat as recorded in Plat Book 32 Pages 25 to 28, Osceola County, Florida.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7

PREPARED BY AND AFTER
RECORDING RETURN TO:

Amanda Caruso, Esq.
370 CenterPointe Circle, Suite 1136
Altamonte Springs, FL 32701

**IRRIGATION, LANDSCAPE, SIGNAGE AND HARDSCAPE
EASEMENT AGREEMENT**

This Irrigation, Landscape, Signage and Hardscape Easement Agreement (“**Agreement**”) is dated this _____ day of _____, 2022, by and between **Edgewater East Community Development** District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (“**Grantor**”) and **JCH CP, LLC**, a Florida limited liability company (“**Grantee**”), whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701.

RECITALS

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

B. Grantee desires to obtain a perpetual, non-exclusive easement on, over, through, under and across the portions of the CDD Property more particularly described on **Exhibit “B”** attached hereto and incorporated herein by reference (the “**Easement Area**”) for the purpose of constructing, installing, repairing, replacing and maintaining signage, landscaping, hardscape, and irrigation equipment (collectively, the “**Improvements**”) within the Easement Area.

C. Grantor wishes to convey and grant to Grantee a perpetual, non-exclusive easement on, over, through, under and across the Easement Area, all in accordance with the terms hereof.

D. Grantee may desire to assign all or portions of Grantee’s rights or obligations hereunder to the Edgewater East Community Association, Inc., a Florida not-for-profit corporation (“**HOA**”), including, without limitation, Grantee’s obligation to maintain and repair the Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Subject to the terms of this Agreement, Grantor does hereby give, grant, and convey unto Grantee (its successors and assigns) a permanent, perpetual, non-exclusive easement, over, under, upon, through, and across the Easement Area (the “**Easement**”) for the construction, installation, maintenance, repair and replacement of the Improvements within the Easement Area at Grantee's sole cost and expense. The Easement shall be used by Grantee (and its respective successors, assigns, employees, contractors and agents) for the installation, construction, operation, replacement, inspection and maintenance of the Improvements on, under and across the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across the CDD Property owned, controlled and/or maintained by Grantor, and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area in connection with the Improvements. At no time shall Grantee’s use of the Easement Area unreasonably interfere with Grantor’s ability to use any land adjacent to the Easement Area and owned by Grantor. Grantee shall have no obligation to maintain, repair or replace any improvements installed within the Easement Area other than the Improvements, if any. Grantee shall perform normal repair and maintenance of all Improvements at Grantee’s sole cost and expense. No person or entity other than Grantee (and its respective successors, assigns, employees, contractors and agents) may plant, place or install any trees, bushes, flowers, other landscaping and/or any other above-ground improvements in the Easement Area or alter or remove any of the landscaping and/or improvements planted, placed and/or installed in the Easement Area by Grantee, unless Grantee otherwise consents to such installation, alteration or removal in writing.

3. Construction of Improvements. The Improvements shall be constructed in a good and workman like manner and condition and in accordance with all applicable governmental requirements, laws, codes, ordinances, rules, regulations and restrictions (collectively, “**Laws**”), free and clear of all liens (including mechanic’s liens) and encumbrances. If a lien is recorded against the CDD Property in connection with the construction of the Improvements or as a result of any action or inaction of Grantee or its agents, representatives or contractors, Grantee shall cause the release of such lien within thirty (30) days after the recordation thereof.

4. Location of Improvements. Grantee may at any time change the location of the Improvements within the boundaries of the Easement Area, or modify the size or type of the Improvements as it may determine in its sole discretion from time to time without paying any compensation to Grantor, provided Grantee does not expand its use of this Easement beyond the boundaries of the Easement Area.

5. Access. Grantee shall have the perpetual right to enter upon the Easement Area at any time it sees fit for purposes of this Agreement. Grantor further grants the reasonable right to Grantee and its respective successors, assigns, employees, contractors and agents, to enter upon adjoining lands of the Grantor for the purpose of exercising the construction, installation, maintenance, repair and replacement rights herein granted; provided that Grantee shall be required

to promptly repair any damage caused to the adjoining lands of Grantor and any improvements located thereon, by Grantee or its employees, contractors and agents and to restore such lands and improvements to the condition they were in immediately prior to such damage occurring.

6. Grantor Cooperation. To the extent that Grantor's approval, consent or authorization is reasonably necessary for Grantee to exercise any of Grantee's rights hereunder (e.g., permits, applications, notice of commencements, and/or related documents required for Grantee to construct and install Improvements in the Easement Area), Grantor agrees to provide such approval, consent or authorization within fifteen (15) business days of Grantee's request for said approval or authorization. To the extent that Grantor causes any damage to any Improvements, Grantor shall repair or replace said Improvement(s) within ten (10) days of such damage.

7. Compliance with Laws. Each Party shall comply with all applicable Laws in connection with the Easement.

8. Insurance. Grantee shall, during any period that Grantee and/or Grantee's employees, contractors, subcontractors, representatives, and agents are on the CDD Property or performing work affecting the CDD Property, including, without limitation, the Easement Area, carry, at Grantees' own cost and expense, or shall require its employees, contractors, subcontractors, representatives and agents to carry (at their sole cost and expense), the following insurance: (a) commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of One Million Dollars (\$1,000,000) combined single limit per occurrence protecting Grantor and its officers, directors, employees, contractors, subcontractors, representatives and agents from claims for bodily injury (including death) and property damage occurring in, upon, adjacent to, or connected with the Easement Area and/or Grantee's use of the CDD Property and shall name Grantor and its officers, supervisors, directors, employees, contractors, subcontractors, representatives, and agents as additional insureds; and (b) workers compensation insurance in minimum statutory amounts as required by applicable law. All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and shall have a best rating of B+ VII or better, shall include a waiver of subrogation, be primary and non-contributory and shall provide that the coverage thereunder to the other, may not be reduced or canceled unless thirty (30) days prior notice thereof is furnished to the additional insured. Upon Grantor's written request to Grantee, certificates of insurance identifying the additional insured, shall be furnished to Grantor prior to any entry by Grantee and/or its employees, contractors, subcontractors, representatives, and agents onto the Property or the performance of any work affecting the CDD Property.

9. Indemnification. Grantee (for itself, its successors, assigns, grantees, invitees, contractors and agents and for those claiming by, through or under any of them) shall hereby, to the extent permitted by law, release, indemnify, defend and hold harmless Grantor from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including those relating to injuries to persons or loss of life), including reasonable attorneys' fees and litigation costs incurred by or asserted against the Grantor that arise from or relate to (i) operations on, or the use of, the Easement Area by Grantee or its employees, contractors

and agents; (ii) Grantee's failure to perform any obligations imposed hereunder; (iii) liens by third parties arising out of Grantee's act or omission; or (iv) Grantee's failure to abide by any Laws existing or which may be enacted subsequent to the date of this Agreement which relate to its use of the Easement Area. Additionally, nothing in this Agreement requires Grantee to indemnify the Grantor for the Grantor's percentage of fault if the Grantor is adjudged to be more than 50% at fault for any claims against the Grantor and Grantee as jointly liable parties; however, Grantee shall indemnify the Grantor for any and all percentage of fault attributable to Grantee for claims against the Grantor, regardless whether the Grantor is adjudged to be more or less than 50% at fault.

10. Assignment. Neither Grantor nor Grantee may assign this Agreement without the prior written approval of the other. Any purported assignment without such prior written approval is void. Notwithstanding, Grantee may at any time in its sole discretion, assign, transfer or convey its rights or obligations hereunder to the HOA and upon any such assignment, transfer or conveyance, the liability of Grantee under this Agreement shall automatically terminate, and the HOA shall be deemed to have assumed and be bound by the obligations of Grantee hereunder. Provided however, Grantor must consent to the assignment to the HOA if the assignment includes liability for any actions or omissions occurring on or prior to the date of the assignment.

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

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

copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Attn: Michael C. Eckert

As to Grantee: JCH CP, LLC
9717 Eagle Creek Center Blvd, Suite 200
Orlando, FL 32832
Attn: Robert Hutson

Email: rhutson@joneshomesusa.com

Emerson International, Inc.
283 Cranes Roost Blvd., Suite 250
Altamonte Springs, FL 32701
Attn: General Counsel
Email: legal@emerson-us.com

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

13. Authority. Grantee warrants and represents that the individual signing this Agreement on behalf of Grantee has full power and authority to execute and deliver this Agreement and bind Grantee. Grantor warrants and represents that the individual(s) signing this Agreement on behalf of the Grantor has full power and authority to execute and deliver this Agreement and bind the Grantor.

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

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

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

17. No Dedication. Nothing contained herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the Easement granted hereby.

18. No Liability. Grantor shall not have any liability to any person or entity with respect to any act, event, occurrence, conduct or criminal offense arising on or about the CDD Property, including such acts, events, occurrences, conduct or criminal offenses which may result in personal or bodily injury or property damage to others. All persons entering and using the CDD Property under this Agreement shall enter and use the same at their own risk and cost.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and designated assigns. Grantor's rights under this Agreement may be enforced by Grantor and by any successor of Grantor of any portion of the Easement Area, as to such portion. Grantee's rights under this Agreement may be enforced by Grantee and by any designated assignee of Grantee.

20. No Waiver. Failure to enforce any term or condition of this Agreement shall not be deemed a waiver of that term or condition for the future, nor shall any specific waiver of a term or condition at one time be deemed a waiver of such term or condition for the future. No delay or omission in the exercise of any right accruing upon any default shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Agreement by a party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

21. Miscellaneous. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties, in the same manner as executed herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same. Execution copies may be delivered by facsimile signatures or PDF electronic format which shall be effective and shall constitute original signatures for all purposes.

22. Compliance with Governmental Regulations. Grantee, its contractors and subcontractors shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances.

23. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Grantor and Grantee and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than Grantor and Grantee any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon Grantor and Grantee and their respective representatives, successors, and assigns.

24. Protection Against Third-Party Interference. Grantor shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair Grantor's right to protect its rights from interference by a third party to this Agreement.

25. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limited of liability of the Grantor beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

Grantor:

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

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

STATE OF _____
COUNTY OF _____

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

(Notary Seal)

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Grantee:

JCH CP, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by means of physical presence or online notarization, by _____, as _____ of JCH CP, LLC, a Florida limited liability company. He/She is personally known to me or has produced _____ as identification.

Printed Name: _____

Notary Public - State of Florida

My Commission Expires: _____

My Serial Number is: _____

(Notary Seal)

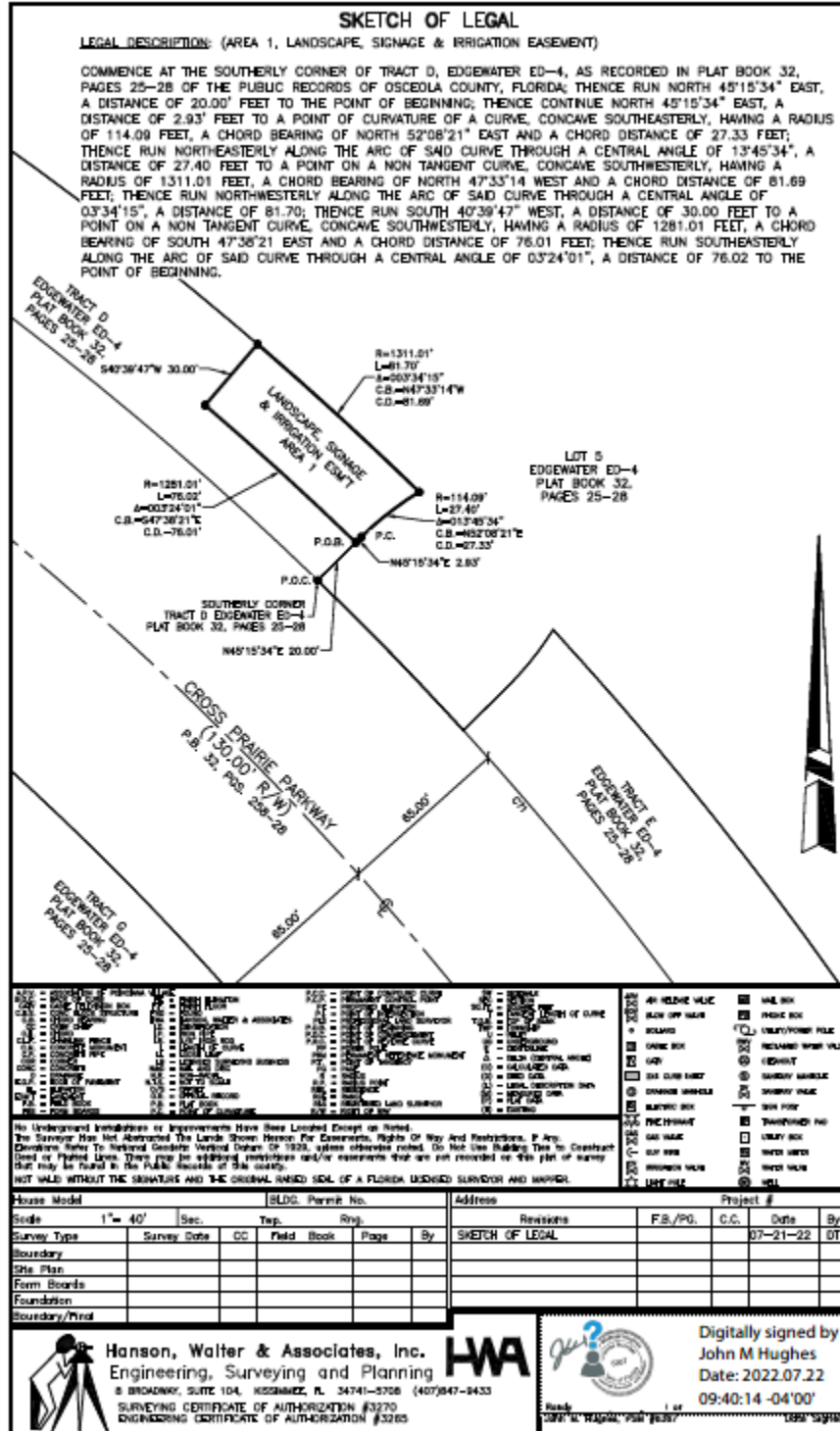
Exhibit "A"

CDD Property

Tract D and Tract E of the Edgewater ED-4 Plat, recorded at Plat Book 32, Pages 25-28 in the official records of Osceola County, Florida.

Exhibit "B"

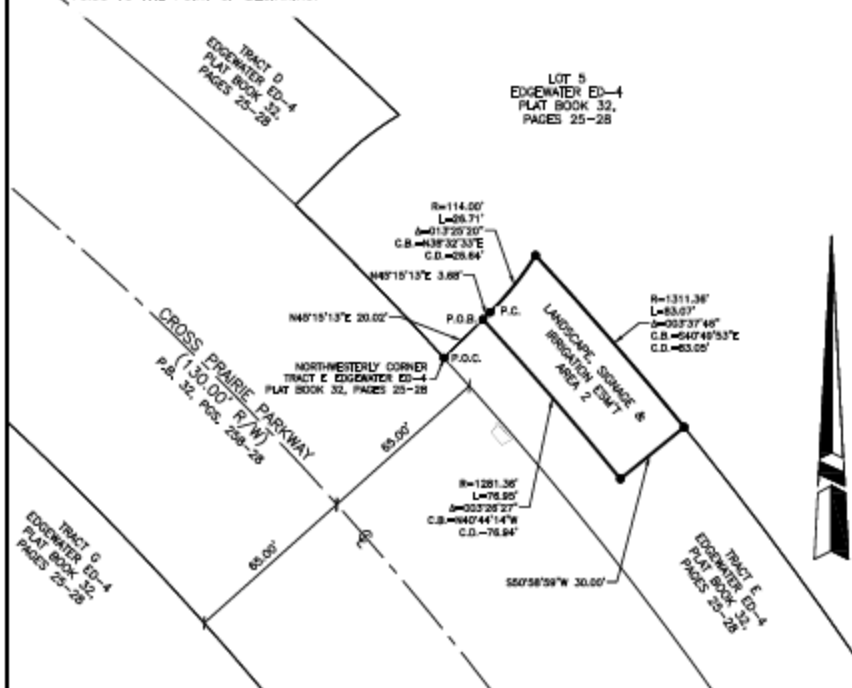
Easement Area



SKETCH OF LEGAL

LEGAL DESCRIPTION: (AREA 2, LANDSCAPE, SIGNAGE & IRRIGATION EASEMENT)

COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT E, EDGEWATER ED-4, AS RECORDED IN PLAT BOOK 32, PAGES 25-28 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 45°15'13" EAST, A DISTANCE OF 20.02' FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 45°15'13" EAST, A DISTANCE OF 3.68' FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH 38°32'33" EAST AND A CHORD DISTANCE OF 26.64 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°25'20", A DISTANCE OF 26.71 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1311.36 FEET, A CHORD BEARING OF SOUTH 40°49'53" EAST AND A CHORD DISTANCE OF 83.05 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°37'46", A DISTANCE OF 83.07; THENCE RUN SOUTH 50°58'59" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1281.36 FEET, A CHORD BEARING OF NORTH 40°44'14" WEST AND A CHORD DISTANCE OF 76.94 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°26'27", A DISTANCE OF 76.95 TO THE POINT OF BEGINNING.



ALL CURVES ALL EASEMENTS ALL RIGHTS OF WAY ALL SURVEY MARKS ALL BOUNDARIES ALL ADJACENT PARCELS ALL EXISTING UTILITIES ALL EXISTING BUILDINGS ALL EXISTING ROADS ALL EXISTING FENCES ALL EXISTING TREES ALL EXISTING WELLS ALL EXISTING PIPES ALL EXISTING TRENCHES ALL EXISTING DITCHES ALL EXISTING CANALS ALL EXISTING DAMS ALL EXISTING BRIDGES ALL EXISTING TUNNELS ALL EXISTING TOWER SITES ALL EXISTING TELEPHONE SITES ALL EXISTING POWER SITES ALL EXISTING WATER SITES ALL EXISTING SEWER SITES ALL EXISTING GAS SITES ALL EXISTING OIL SITES ALL EXISTING MINERAL SITES ALL EXISTING OTHER SITES ALL EXISTING SURFACE FEATURES ALL EXISTING SUBSURFACE FEATURES ALL EXISTING NATURAL FEATURES ALL EXISTING CULTURAL FEATURES ALL EXISTING HISTORIC FEATURES ALL EXISTING MONUMENTS ALL EXISTING MARKERS ALL EXISTING BENCHMARKS ALL EXISTING CONTROL POINTS ALL EXISTING ADJUSTED POINTS ALL EXISTING UNADJUSTED POINTS ALL EXISTING OBSERVATION STATIONS ALL EXISTING TIE LINES ALL EXISTING TIE BEARS ALL EXISTING TIE RINGS ALL EXISTING TIE BOLTS ALL EXISTING TIE WELDS ALL EXISTING TIE SPLICERS ALL EXISTING TIE JOINTS ALL EXISTING TIE CLIPS ALL EXISTING TIE SCREWS ALL EXISTING TIE NAILS ALL EXISTING TIE PINS ALL EXISTING TIE WIRE ALL EXISTING TIE CEMENT ALL EXISTING TIE PLASTER ALL EXISTING TIE BRICK ALL EXISTING TIE STONE ALL EXISTING TIE CONCRETE ALL EXISTING TIE METAL ALL EXISTING TIE WOOD ALL EXISTING TIE OTHER	ALL CURVE DATA ALL EASEMENT DATA ALL RIGHTS OF WAY DATA ALL SURVEY MARK DATA ALL BOUNDARY DATA ALL ADJACENT PARCEL DATA ALL EXISTING UTILITY DATA ALL EXISTING BUILDING DATA ALL EXISTING ROAD DATA ALL EXISTING FENCE DATA ALL EXISTING TREE DATA ALL EXISTING WELL DATA ALL EXISTING PIPE DATA ALL EXISTING TRENCH DATA ALL EXISTING DITCH DATA ALL EXISTING CANAL DATA ALL EXISTING DAM DATA ALL EXISTING BRIDGE DATA ALL EXISTING TUNNEL DATA ALL EXISTING TOWER SITE DATA ALL EXISTING TELEPHONE SITE DATA ALL EXISTING POWER SITE DATA ALL EXISTING WATER SITE DATA ALL EXISTING SEWER SITE DATA ALL EXISTING GAS SITE DATA ALL EXISTING OIL SITE DATA ALL EXISTING MINERAL SITE DATA ALL EXISTING OTHER SITE DATA ALL EXISTING SURFACE FEATURE DATA ALL EXISTING SUBSURFACE FEATURE DATA ALL EXISTING NATURAL FEATURE DATA ALL EXISTING CULTURAL FEATURE DATA ALL EXISTING HISTORIC FEATURE DATA ALL EXISTING MONUMENT DATA ALL EXISTING MARKER DATA ALL EXISTING BENCHMARK DATA ALL EXISTING CONTROL POINT DATA ALL EXISTING ADJUSTED POINT DATA ALL EXISTING UNADJUSTED POINT DATA ALL EXISTING OBSERVATION STATION DATA ALL EXISTING TIE LINE DATA ALL EXISTING TIE BEAR DATA ALL EXISTING TIE RING DATA ALL EXISTING TIE BOLT DATA ALL EXISTING TIE WELD DATA ALL EXISTING TIE SPLICE DATA ALL EXISTING TIE JOINT DATA ALL EXISTING TIE CLIP DATA ALL EXISTING TIE SCREW DATA ALL EXISTING TIE NAIL DATA ALL EXISTING TIE PIN DATA ALL EXISTING TIE WIRE DATA ALL EXISTING TIE CEMENT DATA ALL EXISTING TIE PLASTER DATA ALL EXISTING TIE BRICK DATA ALL EXISTING TIE STONE DATA ALL EXISTING TIE CONCRETE DATA ALL EXISTING TIE METAL DATA ALL EXISTING TIE WOOD DATA ALL EXISTING TIE OTHER DATA
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No Underlying Imposition or Improvements Have Been Located Except as Shown.
 The Surveyor Has Not Abstracted The Land Shown Herein For Easements, Rights Of Way And Restrictions, If Any.
 Conditions Herein To Notwithstanding General Survey Statute, No Part Of This Survey Is To Be Considered
 Valid Or Binding Unless It Is In Accordance With The Public Records Of This County.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL HARD COPY OF A FLORIDA LICENSED SURVEYOR AND IMPROV.

House Model	BLDG. Permit No.	Address	Project #
Scale	1" = 40'		
Survey Type	Survey Date	CC	Field Book
Boundary			
Site Plan			
Farm Boards			
Foundation			
Boundary/Insd			

Hanson, Walter & Associates, Inc.
 Engineering, Surveying and Planning
 8 BROADWAY, SUITE 104, KISSIMEE, FL 34741-5708 (407)847-8433
 SURVEYING CERTIFICATE OF AUTHORIZATION #3270
 ENGINEERING CERTIFICATE OF AUTHORIZATION #3265

Digitally signed by
John M. Hughes
 Date: 2022.07.22
 09:25:45 -04'00'

FILED IN OSCEOLA COUNTY PUBLIC RECORDS PLAT BOOK 32 PAGE 25-28

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9

Exhibit A
Form of Work Authorization

August 10, 2022

Edgewater East Community Development District
Osceola County, Florida

Subject: **Work Authorization Number 2**

Dear Chairman, Board of Supervisors:

Hanson, Walter & Associates, Inc. (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Edgewater East Community Development District (“**District**”). We will provide these services pursuant to our current *Agreement for Professional Engineering Services*, dated September 16, 2020 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage the services of Engineer to perform the following services:

Construction Management and Observation to include post design services associated with the bid, award and construction activities for both ED-5 and ED-6N infrastructure improvements as designed and permitted by GAI.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement. The total fee amount for the scope of work including reimbursement is not to exceed the limits set out in Florida Consultants Competitive Negotiations Act.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Representative

Sincerely,

**HANSON, WALTER & ASSOCIATES,
INC.**, a Florida corporation

By: Shawn D. Hindle, President

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

10

Exhibit A
Form of Work Authorization

August 10, 2022

Edgewater East Community Development District
Osceola County, Florida

Subject: **Work Authorization Number 3**

Dear Chairman, Board of Supervisors:

Hanson, Walter & Associates, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the Edgewater East Community Development District ("**District**"). We will provide these services pursuant to our current *Agreement for Professional Engineering Services*, dated September 16, 2020 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage the services of Engineer to perform the following services:

Construction Management and Observation to include post design services associated with the bid, award and construction activities for Clay Whaley Road Improvements.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement. The total fee amount for the scope of work including reimbursement is not to exceed the limits set out in Florida Consultants Competitive Negotiations Act.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

Sincerely,

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

**HANSON, WALTER & ASSOCIATES,
INC.,** a Florida corporation

By: _____
Authorized Representative

By: Shawn D. Hindle, President

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

12



Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

August 5, 2022

Project No. R201042.10

Mr. Shwn Hindle
Edgewater East Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Proposal
Professional Services
Edgewater Neighborhood ED-5 Phase 1 Roadway – Construction Administration
St. Cloud, Florida

Dear Mr. Hindle:

Per your request, GAI Consultants, Inc. (GAI) is submitting this Proposal to Edgewater East CDD, (Client for the performance of the professional services described below in the Scope of Services for the project stated above.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services for ED5 Phase 1 Roadway:

Task 1 – Construction Administration

1.0 Construction Administration

Upon receipt of the necessary construction permits, GAI will provide construction administration services as follows:

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide “for construction use” final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Osceola County, SFWMD and St. Cloud Utilities, and the Client.
- GAI will make up to two (2) field visits per month to observe construction, as well as attend the testing of the infrastructure before Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. GAI will keep the Client informed of its observations of the work and will advise the Client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates a **10-month** construction schedule.
- Upon completion of construction in conformance with the permitted construction plans and receipt from the Client’s contractor of an “as-built” survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare

Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to FDEP, Osceola County, St. Cloud Utilities, and the SFWMD.

This Agreement assumes that the Client or Contractor will prepare the NPDES NOI, perform weekly monitoring, and file for the Notice of Termination (NOT). GAI will provide base files of the construction plans to the third-party entity to assist in this task.

Additional Services

The consultant will provide Additional Services upon written requests from the Client. The scope and fee required for these services will be identified, negotiated, and supplemental agreement executed prior to the initiation of the professional service.

Services Not Included

The following services are not included in this Agreement at this time:

- An Estimate of Probable Cost (Civil Engineering)
- Earthwork Analysis
- Parks, Buffers and Open Space or Amenity Areas Design or Permitting
- Ecological and Environmental Services
- Structural Design
- Traffic Study
- Geotechnical Investigation
- FDEP Environmental Permitting
- SFWMD Conceptual Permit Modifications
- Signal Design
- Bridge Design
- MUP Report Update/Modifications
- FEMA Permitting
- Construction Administration
- Survey Services
- Platting Services

Should work be required in these areas, or areas not previously described, GAI will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

Reimbursable Expenses

In addition to the labor compensation, the Consultant shall be reimbursed for expenditures made specifically for the project such as printing and reprographics; application/filing fees; travel, postage, and courier service charges; purchase of maps and similar documents. These direct expenses will be billed at cost.

Client Furnished Information

It is understood that GAI will perform services under the sole direction of the client. In the performance of these services, GAI will communicate its efforts with those of other project team members, the client's architect, and other consultants, as required. The client shall provide GAI with project-related technical

data as required to complete the proposed task. GAI will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

- Boundary and Topographic Survey will be provided by Client's Surveyor
- Geotechnical Report will be provided by the Client's Geotechnical Engineer.
- The Concept Plan will be provided by the Clients Planner.
- Traffic Study provided by Clients Traffic Consultant.
- Wetlands or Threatened and Endangered species will be provided by Clients Environmental Consultants.
- St. Cloud Utilities Approved Master Utility Plan to be provided by the Client.
- SFWMD Conceptual Stormwater Permit and supporting computations provided by Client.

Schedule

GAI will begin the performance of the above services on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information promised by the client and is exclusive of the client and local review of interim products. If the client requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and the Client unless a different basis of compensation is attached hereto as Exhibit B, in which case Exhibit B shall govern the compensation to be paid by the Client to GAI for the services performed under this Proposal. GAI proposes to complete this work on a lump sum basis not to exceed the estimated costs provided in Table 1 (Estimated Cost Summary without prior Client approval. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed. Estimated fees are not lump sum fees. Modifications in scope and or schedule may cause a re-evaluation of the fees. The total estimated cost of GAI's services under this Proposal is provided in Table 1.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:


1. GAI will work with the Client's environmental consultant on permit submittals. It is assumed the Client's Environmental Consultant will be responsible for completing the environmental portions of permit submissions to Osceola County, St. Cloud Utilities, SFWMD, and FEMA applications.
2. Utility Franchise (switch gears, transformers, phone lines, cable, and fiber optics location and design coordination within the project limits will be by others.
3. Access to the project site(s) or other lands upon which GAI is to conduct any fieldwork will be available to GAI personnel in a timely manner.
4. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.

5. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
6. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
7. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
8. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
9. Any of Client's other consultant(s) /contractor s will cooperate and coordinate with GAI in a timely and efficient manner.
10. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
GAI Consultants, Inc.


Digitally signed by Anthony P. Reddeck
DN:
E=A.Reddeck@gaiconsultants.com,
CN=Anthony P. Reddeck
Date: 2022.08.05 13:54:09-04'00'
Anthony P. Reddeck
Tony Reddeck
Engineering Director


Digitally signed by Kathleen S. Leo
DN:
E=K.Leo@gaiconsultants.com,
CN=Kathleen S. Leo
Date: 2022.08.05 14:09:10-04'00'
Kathleen S. Leo, P.E.
Vice President

REQUESTED AND AUTHORIZED BY:

Edgewater East Community Development District

BY:

PRINTED NAME:

TITLE:

DATE:

APR:KSL/cl

Attachments: Table 1 – Estimated Cost Summary
Exhibit A – Terms and Conditions for Professional Services
Exhibit B – 2022 Community Development Florida Rate Schedule

Table 1
Estimated Cost Summary
Professional Services
Edgewater Neighborhood ED-5 – Framework Roadways

Task	Estimated Fee
1.0 Construction Administration (10-months, \$3,000/month	\$30,000

EXHIBIT A
Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

Additional Terms and Conditions

Whereas, Edgewater East Community Development District (“Owner” or “Client”) and GAI Consultants, Inc. (“GAI” or “Consultant”) desire to modify, amend, supplement or supersede certain portions of the Agreement as more particularly described below and which shall take precedence over any conflicting or ambiguous provision or term in the Agreement.

Covenants

1. The foregoing recital is incorporated herein as true and correct.
2. Any references to “BTI Partners” or “BTI” in the Agreement are deleted and “Edgewater East Community Development District” is substituted therein for such references.
3. To the Section entitled “Compensation” the following is added: “The foregoing schedule of fees are lump sum and represent the full and complete fees due GAI in order to fully complete all tasks described above.” (subject to Section 4 Changes)
4. Exhibit “A”, Standard Terms and Conditions, delete Sections 3A-B and insert the following:

“Invoicing.

 - a. Fees for professional services and reimbursements will be invoiced monthly and will be submitted by the first of each month for the immediately preceding thirty day period. Fees and reimbursable expenses not invoiced within ninety (90) days of the work performed or cost incurred will be deemed waived. Payment shall be made within forty (40) days of the 1st of the month following receipt. Each invoice will contain a detailed description of all work and costs incurred to Owner’s satisfaction and will show the percentage of work accomplished to date for the scope of work reflected in the invoice. Should GAI fail to complete a portion of the scope of work for the lump sum amount allocated to it, GAI shall bear all additional expense in order to finish that portion of the scope of work. No work or expense incurred outside the scope of work described in this agreement shall be paid unless GAI timely submits an “Additional Services Invoice” clearly detailing the work and expense and explaining the basis for why the services were not encompassed in the Proposal’s Scope of Work and containing the Owner’s written authorization for such work or expense. Any ambiguity in whether the work or expense was encompassed in the Scope of Work shall be reasonably decided by Owner. Unpaid invoices will accrue interest at the rate of ten percent per annum. Invoices are to be emailed to kkramer@btipartners.com.
 - b. GAI shall provide a lien release with all invoices for payment. All fees and expenses are net US Dollars exclusive of transfer costs and tariffs.”
5. Exhibit “A”, Standard Terms and Conditions, to the end of Section 3C, add: “GAI will incur no expenses in excess of \$1,000 without notifying Owner in advance and securing

Owner's written approval. All expenses will be documented with supporting receipts, invoices and such other supporting documentation."

6. Exhibit "A", Standard Terms and Conditions, to the end of Section 5F add: "Similarly, GAI will designate a representative equally empowered with respect to the services rendered under the Agreement."
7. Exhibit "A", Standard Terms and Conditions, delete Section 5I.
8. Exhibit "A", Standard Terms and Conditions, add a new Section 7E:

"E. Upon full payment by Owner for the scope of work pursuant to the Agreement, GAI agrees to transfer ownership of all work product to Owner and shall execute such documents as are necessary to effect such transfer for the continued use on this project, as intended."

9. Exhibit "A", Standard Terms and Conditions, delete Section 9 "Insurance" and substitute the following:

"Insurance. The insurance limitations in the Proposal are deleted and the following provisions are included herein:

- I. **Insurance to be maintained by GAI.** GAI must maintain in effect at all times, and at GAI's sole cost and expense (including, but not limited to, any deductible or self-insured retention amount required hereunder), and cause all sub-consultant (including but not limited to those consultants, and parties identified in the Agreement this Addendum is attached thereto) to maintain, the following lines of insurance, which must be issued by a company or companies authorized and licensed to do business in the state in which the services are performed and where the project is located, possessing an A.M. Best's Rating of not less than "A-" and a financial size of "VIII" (provided that for GAI's Professional Liability the rating shall be no less than "A-" and a financial size of "V") in the latest edition of Best's Insurance Reports (except for the State Fund for Workers' Compensation coverage, if applicable). GAI's compliance with the provisions of this Addendum shall in no way limit GAI's liability under any provision of this Addendum.
 - a. **Workers Compensation and Employers Liability Insurance.** Workers' Compensation Insurance as required by statute, together with Employer's Liability Insurance in amounts of not less than \$1,000,000 bodily injury by accident - each accident, \$1,000,000 bodily injury by disease - each employee, and \$1,000,000 bodily injury by disease - policy limit, or such greater amounts as may be required by GAI's umbrella and/or excess liability policy in order to affect such coverage.
 - b. **Commercial General Liability Insurance.** Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the

services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate per project, and \$2,000,000 products completed operations aggregate. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement.

- c. **Commercial Automobile Liability.** Commercial Automobile Liability Insurance covering all owned, non-owned, leased, or hired vehicles with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- d. **Professional Liability.** Professional Liability Insurance with a minimum limit of not less than \$2,000,000 per claim and \$2,000,000 in the annual aggregate covering the professional services performed in connection with the Agreement and continuing in force by renewal or extended reporting provision for not less than the greater of three (3) years after final completion of the services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose. This coverage form shall be a “claims made” form. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date (i) the date which any services contemplated in the Agreement are commenced by GAI, and (ii) the date of the Agreement. The policy shall not contain any exclusions or restrictions limitation applicable to the work, services or operations of the type contemplated by the Agreement, including but not limited to, services associated with residential and condominium construction if applicable, development or renovation. Professional Liability Insurance policies may include defense costs within the limit of liability.
- e. **Contractors Pollution Liability.** If GAI or any sub-consultant’s work involves environmental abatement, testing, or remediation work, including treatment, storage, removal or transport of hazardous material at, to, or from the site, or if otherwise required by Client, GAI and/or sub-consultant must maintain Contractor’s Pollution Liability Insurance on an occurrence form with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy must include liability coverage for bodily injury, personal injury, property damage, and clean-up costs resulting from Hazardous Substances and pollution conditions, as well as coverage for mold, accidental release of asbestos and removal/transportation of aboveground and underground storage tanks (if applicable to the work or services). Such policy must not include any exclusion or coverage restriction related to lead, lead based paint or silica and be continuously maintained as to completed operations coverage with respect to

liability arising out of the work or services for a minimum period of not less than the greater of three (3) years after final completion of the work or services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose and shall include coverage for loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, any liquid or gas, waste materials or other irritants, contaminants or pollutants, into or upon the project, any other land, the atmosphere, or any water course or body of water (collectively, a "Release"), whether such Release is gradual or sudden and accidental.

- f. **Umbrella and/or Excess Liability Insurance.** Umbrella and/or Excess Liability Insurance written on a follow form basis and not more restrictive than the underlying insurance herein, which must "drop down" over reduced or exhausted limits as to such underlying policies, with minimum limits of \$2,000,000 each occurrence and \$2,000,000 annual aggregate or in greater limits if otherwise carried by GAI in excess of Employers' Liability, Commercial Automobile Liability, and Commercial General Liability Insurance required herein. Such umbrella and/or excess liability policies must be endorsed or otherwise provide that this insurance is primary to, and non-contributory with, any other insurance on which the Additional Insureds are an insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis. This must cause the umbrella and/or excess coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under GAI's insurance policies. Such coverage shall be maintained for not less the greater of three (3) years after final completion of the services or the greater time under which a claim may be properly asserted under the applicable statute of limitations or repose. Notwithstanding anything to the contrary herein, the minimum limits of insurance that GAI shall require of sub-consultant's performing work or services in relation to the Agreement shall be \$1,000,000 per claim and \$1,000,000 in the annual aggregate. The insurance limits required by this agreement may be achieved by the base policies and the umbrella policy which shall attach and follow form with the insurance coverages as required in this Addendum.
- g. **Property Insurance.** GAI shall be solely responsible for GAI's supplies, materials, tools and any other property used in connection with the work or services, and Additional Insureds shall bear no responsibility for such items or any insurance, deductibles, or claims related thereto.
- h. **Other Insurance.** Such other insurance coverages in such form and amounts as may be required by Client or Client's lender(s) from time to time.

- II. **Additional Insurance Requirements.** Unless otherwise specified herein this Addendum, GAI shall comply, and cause its sub-consultant and each of their respective insurers (including GAIs) to comply, with the additional insurance requirements outlined in this Section II.
- a. Prior to, or concurrently with the execution of the Agreement, and prior to the performance of any work or services in connection with the Agreement, GAI will file with Client certificates of insurance and endorsements showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Client, or failure of GAI (or any sub-consultant) to provide certificates of insurance and endorsements as required hereunder, be construed as a waiver of or estoppel to assert GAI's obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth in this Addendum.
 - b. The Commercial General Liability (including ongoing and products-completed operations coverage, as well as any excess liability coverage utilized to achieve the minimum limits set forth in Section 1(b) hereof), Commercial Automobile Liability, and Contractors Pollution Liability (if applicable) must include Client, any of their affiliates, partners, subsidiaries and any additional party Client may designate from time to time, along with each of their respective director, officers, principals, members, partners, shareholder, employees, successors, and assigns (each an "Additional Insured" and, collectively, the "Additional Insureds") as additional insureds, and such coverage shall be primary and non-contributory to any insurance maintained by or on behalf of Additional Insureds.
 - c. All insurance required herein shall: (i) provide (except for professional liability) for a waiver of subrogation in favor of Additional Insureds; (ii) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Client; and (iii) contain deductibles not greater than \$25,000 absent written approval from Client, and GAI shall be solely responsible for any deductible and or self-insured retention payments; and (iv) provide that defense costs shall be outside liability limit. GAI agrees to waive all rights of subrogation against Additional Insureds.
 - d. GAI hereby expressly agrees to fully comply and will cause each of its sub-consultants for which it is responsible to fully comply, with all applicable Federal and State rules, laws and regulations.

- III. **Limitation of Damages.** Client agrees the liability, if any, of GAI to Client whether to this contract or other claim such as fraud, negligence, implied contract, quantum merit, warranty, products liability, malpractice or otherwise as may now or otherwise exist shall be limited in each case to the greater of (i) the amount of insurance proceeds available in connection with the settlement or satisfaction of the claim; or (ii) \$1,000,000. Limitation of liability shall not apply in the event of damage or loss arriving out of GAI's fraud, gross negligence, or willful misconduct.
- IV. **Indemnification.** To the fullest extent permitted by law, GAI ("Indemnitor") shall indemnify, defend (except with respect to professional liability claims) and hold harmless Client, its officers, directors or employees of any of them and the Additional Insureds (as defined herein) (collectively "Indemnitee or Indemnitees") from and against claims, damages, losses and expenses, including but not limited to the payment and/or reimbursement of any reasonable attorneys' fees, experts' fees and consultants' fees, to the extent caused by (i) the negligent acts, error or omissions of the Indemnitor, or anyone Indemnitor is responsible for, or (ii) a violation of the standard of care whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom. However, the Indemnitor shall have no obligation to indemnify, defend, protect and hold harmless the Indemnitees to the extent any losses or damages arising out of bodily injury to a person or damage to property are caused by or result from the gross negligence of the Indemnitee[s].

The duty to defend (except with respect to professional liability claims) under this article is independent from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of GAI or any Indemnitees. Such duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to GAI. GAI's obligation to indemnify and defend (except with respect to professional liability claims) under this section will survive the expiration or earlier termination of the agreement until it is determined by final judgment that an action against the Indemnitees for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations."

10. Exhibit "A", Standard Terms and Conditions, delete Section 11.
11. Exhibit "A", Standard Terms and Conditions, delete reference to "Commonwealth of Pennsylvania" and substitute "State of Florida" therefor.
12. Exhibit "A", Standard Terms and Conditions, to Section 16 B add: "Notwithstanding the foregoing, Owner may assign this Agreement to an affiliate company or successor."
13. Exhibit "A", Standard Terms and Conditions, delete the second sentence in Section 16C.
14. Exhibit "A", Standard Terms and Conditions, delete 1st paragraph of Section 16D and substitute the following:

“D. Dispute Resolution. Mediation is a required condition precedent to the filing of any lawsuits should a dispute relating to this Agreement arise between the parties. Either party may invoke mediation by notifying the other in writing and mediation shall be conducted within sixty (60) days of notification before a mutually acceptable Florida Supreme Court certified mediator at a mutually acceptable time, date, and place. The cost of the mediator’s fee shall be equally divided between the parties. In the event mediation is unsuccessful in resolving the dispute, either party may enforce this Agreement in the appropriate state court having jurisdiction in Osceola County, Florida. The parties consent to jurisdiction in Osceola County, Florida. The prevailing party in any such action shall recover its reasonable attorney’s fees and costs both at the trial and appellate levels.”

15. Exhibit “A”, Standard Terms and Conditions, to Section 16F(2) add: “Costs associated with termination shall not exceed \$5,000 and shall be described in detail, with supporting documentation, in order to be reimbursable.”

EXHIBIT B
2022 Community Development Florida Rate Schedule

2022 Community Development Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2023. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / VP	\$325.00
CSG Senior Director	\$265.00
CSG Director	\$225.00
CSG Senior Manager / Asst. Director	\$205.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$110.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$160.00
Project Environmental Specialist	\$100.00
Expert Witness	\$350.00
Principal	\$330.00
Technical/Professional 30	\$310.00
Technical/Professional 29	\$295.00
Technical/Professional 28	\$285.00
Technical/Professional 27	\$250.00
Technical/Professional 26	\$240.00
Technical/Professional 25	\$235.00
Technical/Professional 24	\$230.00
Technical/Professional 23	\$225.00
Technical/Professional 22	\$220.00
Technical/Professional 21	\$210.00
Technical/Professional 20	\$205.00
Technical/Professional 19	\$200.00
Technical/Professional 18	\$195.00
Technical/Professional 17	\$185.00
Technical/Professional 16	\$180.00
Technical/Professional 15	\$170.00
Technical/Professional 14	\$160.00
Technical/Professional 13	\$150.00
Technical/Professional 12	\$140.00
Technical/Professional 11	\$135.00
Technical/Professional 10	\$130.00
Technical/Professional 09	\$125.00
Technical/Professional 08	\$110.00
Technical/Professional 07	\$105.00
Technical/Professional 06	\$100.00
Technical/Professional 05	\$95.00
Technical/Professional 04	\$90.00
Technical/Professional 03	\$85.00
Technical/Professional 02	\$75.00
Technical/Professional 01	\$70.00
Technical/Support 1	\$50.00
Survey Crew - 3 Person	\$230.00
Surveyor	\$200.00
Survey Crew - 2 Person	\$180.00
Survey Senior CAD Operator	\$100.00
Survey Crew Chief	\$85.00

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

13

This instrument prepared by
and return to:

Michael C. Eckert, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**PARTIAL TERMINATION AND RELEASE OF
TEMPORARY CONSTRUCTION EASEMENT**

This **PARTIAL TERMINATION AND RELEASE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (hereinafter "**Partial Termination**") is made this ____ day of _____, 2022, by **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida (the "**District**" or "**Grantee**"), and is joined by **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company and landowner within the District, whose mailing address is 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 ("**EPFH**" or "**Grantor**"), and together with the District, the "**Parties**").

RECITALS:

WHEREAS, EPFH and the District entered into that certain Temporary Construction Easement by and between Grantor and Grantee recorded on March 17, 2021, in Official Records Book 5914, page 1130 of the public records of Osceola County, Florida (the "**Temporary Construction Easement**"); and

WHEREAS, EPFH intends to convey a particular parcel within the Temporary Construction Easement to an unaffiliated third-party (the "**Property**," as more accurately described in the attached **Exhibit A**); and

WHEREAS, the District, joined by EPFH, desire to terminate the Temporary Construction Easement solely as to the Property subject to the terms and conditions set forth below.

TERMS AND CONDITIONS:

IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. That the foregoing recitals are true and correct and are incorporated herein by reference as if fully set forth herein.

2. Termination of the District's Easement Rights. The District hereby forever releases, terminates and abandons its rights under the Temporary Construction Easement solely as to the Property, which is described in **Exhibit A** attached hereto.

3. Remaining Property. Notwithstanding the foregoing, nothing contained in this Partial Termination shall be construed to terminate or otherwise affect the Temporary Construction Easement, including the rights and obligations provided therein, as it relates to all other property within the Temporary Construction Easement.

4. Severability. All provisions of this Partial Termination are intended to be severable. If any provision of this Partial Termination is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

5. Successors and Assigns. The terms and conditions of this Partial Termination shall apply to, bind and inure to the benefit of the successors in interest, successors in title, and assigns of the parties to this Partial Termination.

6. Counterparts; Recording. This Partial Termination may be executed in any number of counterparts, all of which together shall constitute a single document. This Partial Termination shall be recorded in the Public Records of Osceola County, Florida where the original Temporary Construction Easement was recorded.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties, by and through the undersigned authorized officers, have executed this Partial Termination on the date set forth above.

Signed, sealed and delivered
in the presence of:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government created
pursuant to Chapter 190, Florida States

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence ___
or online notarization ___, this ___ day of _____, 2022, by
_____ as _____ of Edgewater East
Community Development District, who is personally known to me.

(Print Name: _____)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____

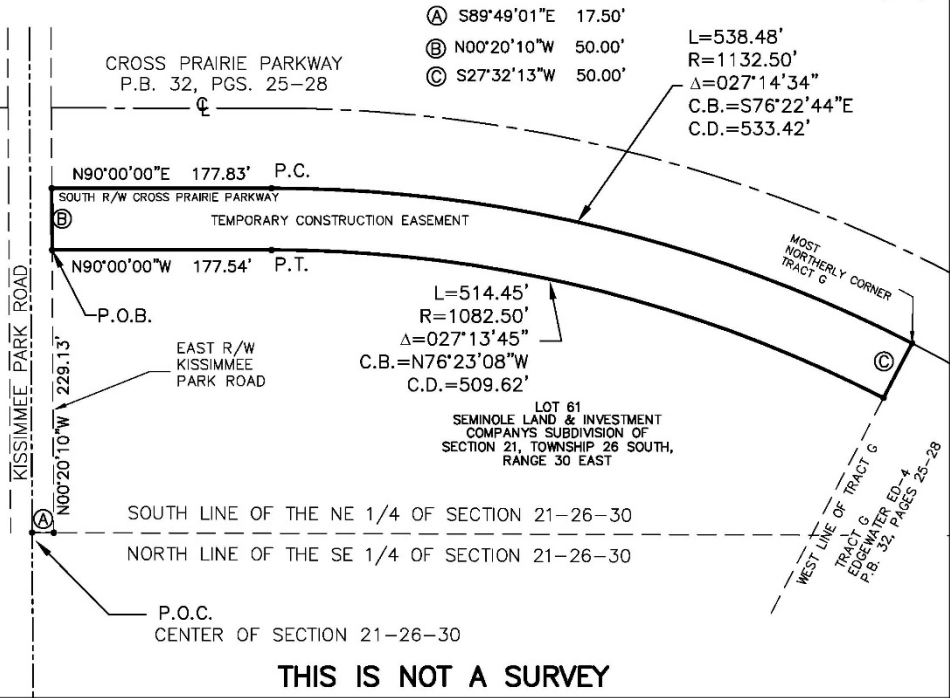
Exhibit A
“Property”

(Released from Temporary Construction Easement)

SKETCH OF LEGAL DESCRIPTION (TEMPORARY CONSTRUCTION EASEMENT)

LEGAL DESCRIPTION:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°49'01" EAST, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD; THENCE RUN NORTH 00°20'10" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 229.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°20'10" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY, AS RECORDED IN PLAT BOOK 32, PAGES 25-28, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 90°00'00" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY, A DISTANCE OF 177.83 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1132.50 FEET, A CENTRAL ANGLE OF 27°14'34", A CHORD BEARING OF SOUTH 76°22'44" EAST AND A CHORD DISTANCE OF 533.42 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 538.48 FEET TO THE MOST NORTHERLY CORNER OF TRACT G, EDGEWATER ED-4, AS RECORDED IN PLAT BOOK 32, PAGES 25-28, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 27°32'13" WEST, ALONG THE WEST LINE OF SAID TRACT G, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1082.50 FEET, A CENTRAL ANGLE OF 27°13'45", A CHORD BEARING OF NORTH 76°23'08" WEST AND A CHORD DISTANCE OF 509.62 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 514.45 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 177.54 FEET TO THE POINT OF BEGINNING.



THIS IS NOT A SURVEY

A.P.V. = ASSOCIATION OF PONCHAWA VILLAGE B.O.C. = BACK OF CURB C.B. = CABLE TELEVISION BOX C.B.S. = CONC. BLOCK STRUCTURE C.B.S. = CHORD BEARING C.C. = CHORD CHIEF C.C. = CHORD C.C. = CHAINLINK FENCE C.C. = CONCRETE MENTIMENT C.C. = CONCRETE PIPE C.C. = CONCRETE C.C. = CORNER C.C. = CURB C.C. = DRIVEWAY E.O.P. = EDGE OF PAVEMENT E.L. = ELEVATION E.A.S.M.T. = EASEMENT F.B. = FIELD BOOK F.B. = FORM BOARDS	F.F. = FINISH ELEVATION F.F. = FINISH FLOOR F.A.D. = FOUND H.W.A. = HANSON, WALTER & ASSOCIATES I.D. = IDENTIFICATION I.P. = IRON PIPE I.R. = 1/4" IRON ROD L. = LENGTH OF CURVE L. = LOOSE LEAF L.S. = LICENSED SURVEYING BUSINESS M.A.D. = MAIL AND DISC N.T.S. = NOT TO SCALE O.F. = OFFSET O.R. = OFFICIAL RECORD P.B. = PLAT BOOK P.C. = POINT OF CURVATURE	P.C.C. = POINT OF COMPOUND CURVE P.C.P. = PERMANENT CONTROL POINT P.C.P. = PROPOSED ELEVATION P.I. = POINT OF INTERSECTION P.L.S. = PROFESSIONAL LAND SURVEYOR P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT P.O.C. = POINT OF REVERSE CURVE P.P. = POWER POLE P.R.M. = PERMANENT REFERENCE MONUMENT P.T. = POINT OF TANGENCY P.G. = PAGE R. = RADIUS R. = RADIUS POINT R.E.S. = RESIDENCE R.E.S. = RANGE R.L.S. = REGISTERED LAND SURVEYOR R/W. = RIGHT OF WAY	S.W. = SIDEWALK S.E.C. = SECTION S.F. = SQUARE FEET T. = TANGENT LENGTH OF CURVE T.O.B. = TOP OF BANK T.M.P. = TOWNSHIP U. = UTILITY U.S. = UNDERGROUND CURBLINE Δ = DELTA (CENTRAL ANGLE) (C) = CALCULATED DATA (D) = DEED DATA (L) = LEGAL DESCRIPTION DATA (M) = MEASURED DATA (P) = PLAT DATA (E) = EXISTING	A.R.V. = AIR RELEASE VALVE B.O.V. = BLOW OFF VALVE B. = BOLLARD C.B. = CABLE BOX C.A.T.V. = CATV C.C.I. = 2X4 CURB INLET D.M. = DRAINAGE MANHOLE E.B. = ELECTRIC BOX F.H. = FIRE HYDRANT G.V. = GAS VALVE G.W. = GUY WIRE I.P.V. = IRRIGATION VALVE L.P. = LIGHT POLE M.B. = MAIL BOX P.B. = PHONE BOX U.P.P. = UTILITY/POWER POLE R.M.V. = RECLAIMED WATER VALVE C. = CLEANOUT S.M.H. = SANITARY MANHOLE S.V. = SANITARY VALVE S.P. = SIGN POST T.P. = TRANSFORMER PAD U.B. = UTILITY BOX W.M. = WATER METER W.V. = WATER VALVE W. = WELL
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No Underground Installations or Improvements Have Been Located Except as Noted.
 The Surveyor Has Not Abstracted The Lands Shown Hereon For Easements, Rights Of Way And Restrictions, If Any.
 Elevations Refer To National Geodetic Vertical Datum Of 1929, unless otherwise noted. Do Not Use Building Ties to Construct Deed or Platted Lines. There may be additional restrictions and/or easements that are not recorded on this plat of survey that may be found in the Public Records of this county.
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

House Model	BLDG. Permit No.	Address	Project #
Scale 1" = 100'	Sec.	Revisions	F.B./PG.
Survey Type	Survey Date	CC	Twp.
Boundary	Field Book	Page	Rng.
Sketch of Legal	07/11/22		JH
Form Boards			
Foundation			
Boundary/Final			

Hanson, Walter & Associates, Inc.
 Engineering, Surveying and Planning
 8 BROADWAY, SUITE 104, KISSIMMEE, FL 34741-5708 (407)847-9433
 SURVEYING CERTIFICATE OF AUTHORIZATION #3270
 ENGINEERING CERTIFICATE OF AUTHORIZATION #3265

Digitally signed by
 John M Hughes
 Date: 2022.07.11
 14:14:48 -04'00'

Randy Hanson, P.E. #10249 or
 John M. Hughes, PSM #6367
 Date Signed

I:\5492\SURVEY\CADD\LEGALS\SOI.CONSTRUCTION EASEMENT.dwg * Jul 11, 2022 - 2:14pm * plotted by jhughes

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

15

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2022**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 1,309	\$ -	\$ -	\$ -	\$ -	\$ 1,309
Cash - impact fees	1,618,095	-	-	-	-	1,618,095
Investments						
Revenue	-	99,967	-	-	-	99,967
Reserve	-	1,112,580	1,930,896	-	-	3,043,476
Interest	-	17	649,216	-	-	649,233
Construction	-	-	-	1,538,514	-	1,538,514
Project infrastructure	-	-	-	-	9,324,314	9,324,314
Construction - E2	-	-	-	-	5,290,392	5,290,392
Construction - E5	-	-	-	-	3,067,242	3,067,242
Construction - E6N	-	-	-	-	6,606,549	6,606,549
Cost of issuance	-	10,004	2	-	-	10,006
Due from Landowner	23,652	-	-	-	-	23,652
Due from debt service fund	5,725	-	-	-	-	5,725
Due from other	-	-	-	-	849,551	-
Total assets	<u>\$1,648,781</u>	<u>\$1,222,568</u>	<u>\$2,580,114</u>	<u>\$ 1,538,514</u>	<u>\$25,138,048</u>	<u>\$31,278,474</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 19,019	\$ -	\$ -	\$ -	\$ -	19,019
Contracts payable	-	-	-	36,247	1,864,778	1,901,025
Retainage payable	-	-	-	540,115	260,980	801,095
Due to general fund	-	-	5,725	-	-	5,725
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>40,019</u>	<u>-</u>	<u>5,725</u>	<u>576,362</u>	<u>2,125,758</u>	<u>2,747,864</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	23,652	-	-	-	-	23,652
Unearned revenue	-	96,748	-	-	-	96,748
Total deferred inflows of resources	<u>23,652</u>	<u>96,748</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>120,400</u>
Fund balances:						
Restricted for:						
Debt service	-	1,125,820	2,574,389	-	-	3,700,209
Capital projects	-	-	-	962,152	23,012,290	23,974,442
Unassigned	1,585,110	-	-	-	-	1,585,110
Total fund balances	<u>1,585,110</u>	<u>1,125,820</u>	<u>2,574,389</u>	<u>962,152</u>	<u>23,012,290</u>	<u>29,259,761</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,648,781</u>	<u>\$1,222,568</u>	<u>\$2,580,114</u>	<u>\$ 1,538,514</u>	<u>\$25,138,048</u>	<u>\$32,128,025</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 59,443	\$ 132,790	45%
Total revenues	<u>-</u>	<u>59,443</u>	<u>132,790</u>	45%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	36,000	48,000	75%
Legal	909	22,402	50,000	45%
Engineering	-	1,050	7,500	14%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	1,000	750	133%
Dissemination agent	167	1,000	1,000	100%
Trustee	-	4,031	5,250	77%
DSF accounting & assessment rolls	458	4,125	5,500	75%
Telephone	17	150	200	75%
Postage	55	140	500	28%
Printing & binding	42	375	500	75%
Legal advertising	-	1,058	1,500	71%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	-	26	500	5%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	220	210	105%
Total professional & administrative	<u>5,648</u>	<u>77,632</u>	<u>132,790</u>	58%
Excess/(deficiency) of revenues over/(under) expenditures	(5,648)	(18,189)	-	
Fund balances - beginning	1,590,758	1,603,299	-	
Fund balances - ending	<u>\$ 1,585,110</u>	<u>\$ 1,585,110</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 JUNE 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 757,105	\$ 1,112,579	68%
Interest	300	359	-	N/A
Total revenues	<u>300</u>	<u>757,464</u>	<u>1,112,579</u>	68%
EXPENDITURES				
Debt service				
Principal	-	395,000	395,000	100%
Interest	-	807,559	807,559	100%
Total debt service	<u>-</u>	<u>1,202,559</u>	<u>1,202,559</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	300	(445,095)	(89,980)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(274)</u>	<u>(322)</u>	-	N/A
Total other financing sources	<u>(274)</u>	<u>(322)</u>	<u>-</u>	N/A
Net change in fund balances	26	(445,417)	(89,980)	
Fund balances - beginning	1,125,794	1,571,237	1,565,814	
Fund balances - ending	<u>\$ 1,125,820</u>	<u>\$ 1,125,820</u>	<u>\$ 1,475,834</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 636	\$ 667
Total revenues	636	667
EXPENDITURES		
Debt service		
Cost of issuance	5,725	235,640
Interest	-	241,590
Total debt service	5,725	477,230
Excess/(deficiency) of revenues over/(under) expenditures	(5,089)	(476,563)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	3,729,452
Underwriter's discount	-	(678,500)
Total other financing sources	-	3,050,952
Net change in fund balances	(5,089)	2,574,389
Fund balances - beginning	2,579,478	-
Fund balances - ending	\$ 2,574,389	\$ 2,574,389

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 454	\$ 721
Total revenues	454	721
EXPENDITURES		
Construction costs	158,185	6,827,782
Total expenditures	158,185	6,827,782
Excess/(deficiency) of revenues over/(under) expenditures	(157,731)	(6,827,061)
OTHER FINANCING SOURCES/(USES)		
Transfer in	274	322
Total other financing sources/(uses)	274	322
Net change in fund balances	(157,457)	(6,826,739)
Fund balances - beginning	1,119,609	7,788,891
Fund balances - ending	\$ 962,152	\$ 962,152

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,193	\$ 7,521
Total revenues	7,193	7,521
EXPENDITURES		
Construction costs	2,440,827	2,710,211
Construction costs - project infrastructure	-	3,943,889
Construction costs - construction ED-2	-	5,000
Construction costs - construction ED-5	-	706,100
Construction costs - construction ED-6N	-	3,541
Total expenditures	2,440,827	7,368,741
Excess/(deficiency) of revenues over/(under) expenditures	(2,433,634)	(7,361,220)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	30,195,548
Original issue premium	-	177,962
Total other financing sources/(uses)	-	30,373,510
Net change in fund balances	(2,433,634)	23,012,290
Fund balances - beginning	25,445,924	-
Fund balances - ending	\$ 23,012,290	\$ 23,012,290

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

16

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 July 7, 2022 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present were:

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

Also present were:

Ernesto Torres	District Manager
Mike Eckert (via telephone)	District Counsel
Shawn Hindle	District Engineer
Craig Temper (via telephone)	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:00 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

Consideration of Resolution 2022-16, Declaring Special Assessments to Fund the Proposed Operation and Maintenance Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date

Mr. Torres presented Resolution 2022-16 and read the title.

Mr. Eckert stated Mailed Notices to property owners would be sent by July 11, 2022.

42 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor,**
43 **Resolution 2022-16, Declaring Special Assessments to Fund the Proposed**
44 **Operation and Maintenance Budget Pursuant to Chapters 170, 190 and 197,**
45 **Florida Statutes; Setting Public Hearings for August 10, 2020 at 9:00 a.m., at the**
46 **offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104,**
47 **Kissimmee, Florida 34741; Addressing Publication; Addressing Severability; and**
48 **Providing an Effective Date, was adopted.**

49
50
51 **FOURTH ORDER OF BUSINESS**

**Update: Executed Agreements with
Property Owners for the Clay Whaley Road
Expansions**

52
53
54
55 Mr. Hindle reported the following:

- 56 ➤ The CDD challenged the County's interpretation of the Code that places a bigger burden
57 on the CDD than is believed to be allowed per the Land Development Code.
- 58 ➤ The new Development Services Director responded to Staff's email indicating that they
59 are not able to put the burden on the CDD for expansion of the roadway beyond the frontage
60 of the property.
- 61 ➤ The CDD agreed to an improvement to Clay Whaley Road, on the frontage of CDD
62 property, but only as much as can be held in the existing right-of-way (ROW).
- 63 ➤ Improvements will be made to the south half of the two-lane divided roadway plus an
64 additional 2' of pavement, which will create 10' lengths. It will be a half urban section and, as
65 properties to the east develop, they will be responsible for building the north half of that
66 roadway, saw-cutting out the 2' of pavement and adding the median curb and landscaping.
- 67 ➤ The construction plans and submittals to the County will be adjusted and further
68 discussions for ROW acquisitions with property owners will be on hold. Three are signed and
69 one is pending.
- 70 ➤ The CDD will not need to be obligated to any other property owners or build additional
71 roadway; however, the utilities will now be in the 40' and 50' ROW, which makes installation of
72 utilities more difficult.
- 73 ➤ The revisions and the description of improvements were sent to the Development
74 Services Director, Mr. Ray Stangle, for approval. Once approved, property owners will be
75 notified that the CDD will not pursue the ROW.

76 A Board Member asked if the CDD will receive credits for the work to be done. Mr.
77 Hindle replied affirmatively and noted that more road will be built than necessary but it is only
78 a two-lane road. Costs might go down but the Impact Fee Credits would increase.

79 Discussion ensued regarding the roadwork, Phases I and II plans and the need to
80 complete the Phase II work to get a Certificate of Occupancy (CO) for Phase I work.

81 Mr. Hindle stated up to 250 homes might receive a CO before Phase II work is
82 completed.

83 Discussion ensued regarding access, roadwork to be done and Developers sharing
84 roadway construction costs.

85

86 **FIFTH ORDER OF BUSINESS**

Consideration of Change Orders

87

88 Mr. Torres presented the following Change Orders:

89 **A. CO #7: Owner Direct Purchase Material Deduct for Mass Grade Segmental Block Wall**
90 **Temron Purchase Order**

91 **B. CO #8: Cross Prairie Parkway Pedestrian Block Wall, Bridge, Dewatering Excluded**

92

93 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor,**
94 **Change Orders 7 and 8, were ratified and/or approved.**

95

96

97 **SIXTH ORDER OF BUSINESS**

**Consideration of Proposals for ED5
Framework Roadway, Phase 1 Civil Site
Work**

98

99

100

101 Mr. Torres stated bids are due on July 18, 2022. Mr. Eckert stated the bids will be
102 opened on that date and the numbers read aloud.

103 This item will be included on the August agenda.

104

105 **SEVENTH ORDER OF BUSINESS**

**Consideration of Edgewater ED6N
Roadway – Southport Ranch Purchase
Agreement and Deposit Invoice**

106

107

108

109 Mr. Torres presented the following:

110 **A. Southport Ranch Mitigation Bank, LLC, Credit Purchase and Deposit Agreement**

111 B. Mitigation Marketing, LLC, Balance Invoice

112

113 On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the
114 Southport Ranch Mitigation Credit Purchase and Deposit Agreement, and the
115 Mitigation Marketing, LLC, invoice, in the amount of \$24,150, were approved.

116

117

118 EIGHTH ORDER OF BUSINESS

Presentation of Audited Financial Report
for the Fiscal Year Ended September 30,
2021, Prepared by Grau & Associates

119

120

121

122

Mr. Torres presented the Audited Annual Financial Report for the Fiscal Year Ended
September 30, 2021. There were no findings, irregularities or instances of noncompliance; it
was an unmodified opinion, otherwise known as a clean audit.

123

124

125

126 NINTH ORDER OF BUSINESS

Consideration Resolution 2022-17, Hereby
Accepting the Audited Financial
Statements for the Fiscal Year Ended
September 30, 2021

127

128

129

130

131

Mr. Torres presented Resolution 2022-17.

132

133 On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor,
134 Resolution 2022-17, Hereby Accepting the Audited Financial Statements for the
135 Fiscal Year Ended September 30, 2021, was adopted.

136

137

138 TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of May 31, 2022

139

140

141

Mr. Torres presented the Unaudited Financial Statements as of May 31, 2022.

142

143 On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the
144 Unaudited Financial Statements as of May 31, 2022, were accepted.

145

146

147 ELEVENTH ORDER OF BUSINESS

Approval of June 2, 2022 Regular Meeting
Minutes

148

149

150

151 Mr. Torres presented the June 2, 2022 Regular Meeting Minutes.

152

153 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the**
154 **June 2, 2022 Regular Meeting Minutes, as presented, were approved.**

155

156

157 **TWELFTH ORDER OF BUSINESS**

Staff Reports

158

159 **A. District Counsel: *Kutak Rock, LLP***

160 There was no report.

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

162 Mr. Hindle stated he and the District Manager will work on Work Authorizations for ED5
163 and ED6 North Construction Management and Bid Services, for inclusion on the August agenda.

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

165 **I. 4 Registered Voters in District as of April 15, 2022**

166 **II. NEXT MEETING DATE: August 10, 2022 at 9:00 A.M.**

167 **○ QUORUM CHECK**

168 The next meeting would be held on August 10, 2022.

169

170 **THIRTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

171

172 There were no Board Members' comments or requests.

173

174 **FOURTEENTH ORDER OF BUSINESS**

Public Comments

175

176 There were no public comments.

177

178 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

179

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

181

182 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the**
183 **meeting adjourned at 9:24 a.m.**

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189

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

17C

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 <i>rescheduled to February 10, 2022</i>	Regular Meeting	9:00 AM
February 10, 2022	Public Hearings & 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 <i>rescheduled to August 10, 2022</i>	Regular Meeting	9:00 AM
August 10, 2022	Public Hearing & Regular Meeting	9:00 AM
September 1, 2022	Regular Meeting	9:00 AM