

EDGEWATER EAST

COMMUNITY DEVELOPMENT

DISTRICT

December 1, 2022

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

November 24, 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 a Regular Meeting on December 1, 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. Administration of Oath of Office to Elected Supervisor Justin Onorato **[SEAT 3]** *(the following will be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2023-04, Relating to the Amendment of the General Fund Portion of the Budget for the Fiscal Year Beginning October 1, 2021 and ending September 30, 2022; and Providing for an Effective Date
5. Update: Memorandum Regarding the Proper Use of Surplus Property Resolutions
6. Consideration of ED5 Framework Phase 1 Project Documents
 - A. Notice of Commencement
 - B. Temporary Construction Easement

7. Consideration of Clay Whaley ROW Phase 1 Project Documents
 - A. Notice of Commencement
 - B. Temporary Construction Easement

8. Consideration of Change Orders
 - A. RFCO #11 - Lift Station Plan Changes Rev 1
 - B. RFCO #12 - Hydra Services ODP Deduct
 - C. RFCO #13 - KPR Hydrant Relocation Rev 1
 - D. RFCO #14 - KPR Change in Scope Rev 2

9. Consideration of BrightView Landscape Development Proposals
 - A. Proposal No. 00004 for Bio-Swale Grading
 - B. Proposal No. 00005 for Swell Entrance Irrigation Repair
 - C. Proposal No. 00007 for Hurricane Ian Repairs
 - D. Proposal No. 00008 for Hurricane Nicole Repairs

10. Acceptance of Unaudited Financial Statements as of October 31, 2022

11. Approval of Minutes
 - A. November 1, 2022 Landowners' Meeting
 - B. November 3, 2022 Regular Meeting

12. 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: January 5, 2023 at 9:00 A.M.

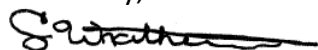
○ QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KEVIN MAYS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JUSTIN ONORATO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KEVIN KRAMER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROBERT WANAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

13. Board Members' Comments/Requests
14. Public Comments
15. 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

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RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE GENERAL FUND PORTION OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 5, 2021, the Board of Supervisors (hereinafter referred to as the “Board”) of the Edgewater East Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2021/2022; and

WHEREAS, the Board desires to amend the General Fund portion of the budget previously approved for Fiscal Year 2022.

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

Section 1. The Fiscal Year 2021/2022 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and shall be reflected in the monthly and Fiscal Year End September 30, 2022 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 1st day of December, 2022.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
GENERAL FUND
FISCAL YEAR 2022**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
GENERAL FUND
FISCAL YEAR 2022**

	Actual	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
REVENUES					
Landowner contribution	\$ 112,001	\$132,790	20,789	-	132,790
Total revenues	<u>112,001</u>	<u>132,790</u>	<u>20,789</u>	<u>-</u>	<u>132,790</u>
EXPENDITURES					
Professional & administrative					
Management/admin/recording	48,000	48,000	-	-	48,000
Legal	36,981	50,000	13,019	(10,186)	39,814
Engineering	1,800	7,500	5,700	(5,700)	1,800
Audit	5,000	5,000	-	-	5,000
Arbitrage rebate calculation	750	750	-	-	750
Dissemination agent	1,500	1,000	(500)	500	1,500
Trustee	4,031	5,250	1,219	(1,219)	4,031
DSF accounting & assessment rolls	5,500	5,500	-	-	5,500
Telephone	200	200	-	-	200
Postage	295	500	205	(205)	295
Printing & binding	500	500	-	-	500
Legal advertising	3,829	1,500	(2,329)	2,329	3,829
Annual special district fee	175	175	-	-	175
Insurance	5,175	5,500	325	(325)	5,175
Contingencies/bank charges	88	500	412	-	500
Website					
Hosting & maintenance	705	705	-	-	705
ADA compliance	220	210	(10)	10	220
Total expenditures	<u>114,749</u>	<u>132,790</u>	<u>18,041</u>	<u>(14,796)</u>	<u>117,994</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,748)	-	2,748	14,796	14,796
OTHER FINANCING SOURCES					
Transfer out	(1,618,095)	-	1,618,095	(1,618,095)	(1,618,095)
Total other financing sources	<u>(1,618,095)</u>	<u>-</u>	<u>1,618,095</u>	<u>(1,618,095)</u>	<u>(1,618,095)</u>
Net change in fund balances	(1,620,843)	-	1,620,843	(1,603,299)	(1,603,299)
Fund balances - beginning	1,603,299	-	(1,603,299)	1,603,299	1,603,299
Fund balances - ending	<u>\$ (17,544)</u>	<u>\$ -</u>	<u>\$ 17,544</u>	<u>\$ -</u>	<u>\$ -</u>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

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MEMORANDUM

TO: Edgewater East CDD Board of Supervisors
FROM: Michael C. Eckert
DATE: November 1, 2022
RE: Proper Use of Surplus Property Resolutions

Summary

The purpose of this memorandum is to provide the District guidance on when to use the Surplus Property Resolutions (**attached hereto as Exhibits A, B, and C**). Property may be classified as surplus if the District determines the property is obsolete or the continued use of the property is uneconomical or inefficient, or the property does not serve a useful function. Florida law provides Districts with two avenues for the disposal of surplus property – a procedure for offering the property to governmental units and nonprofits according to s. 274.05; and another, alternative procedure that is laid out in s. 274.06. The procedure for disposal under s. 274.05 is the same regardless of the surplus property’s value (unlike s. 274.06, where the procedure changes if the surplus property is valued at \$5,000.00 or more). If the District does not want to follow the procedure outlined in s. 274.05, it must utilize s. 274.06, which has a different procedure for property valued under \$5,000.00 than it does for property that is valued at \$5,000.00 or more. Thus, the District must use one of three (3) resolutions (**attached hereto as Exhibits A, B, and C**) when disposing of surplus property.

Authorizing Disposition of Surplus Tangible Personal Property Pursuant To F.S. § 274.05¹

The District may want to use this Resolution if it wants to offer the surplus property for sale or donation to governmental units or nonprofit agencies. The District can use this Resolution to dispose of the surplus property if it has considered (i) the best interests of the District; (ii) the condition and value of the

¹ See Exhibit A

property; and (iii) the probability that the buyer or donee will want the property. The procedure is as follows: first, the surplus property must be offered to other governmental units within the District (such as schools) for sale or donation or to private 273.01 nonprofit agencies for sale or donation. *See* F.S. 273.01 for the definition of a 273.01 nonprofit:

“private nonprofit agency” means a nonprofit charitable organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, which has been held to be tax-exempt under the provisions of s. 501 of the Internal Revenue Code of 1954, and which has as its principal mission:

- (a) Public health and welfare;
- (b) Education;
- (c) Environmental restoration and conservation;
- (d) Civil and human rights; or
- (e) The relief of human suffering and poverty.

Next, if the surplus property is offered for sale to these two entities and no bid has been received in a reasonable time, the District may then offer the surplus property to other governmental units outside the District or to any other private nonprofit agencies, as long as the offer discloses the value and condition of the property, the best bid is accepted, and the cost of shipping or transference of the property is paid by the buyer or donee. If the District chooses to use s. 274.05 to dispose of surplus property, the District should use the resolution attached hereto as **Exhibit A**.

If the District fails to succeed in the sale or donation of the surplus property following s. 274.05, it can follow the procedure laid out in s. 274.06, as described below. However, the District is not required to use s. 274.05 prior to using the alternative procedure found in s. 274.06.

Authorizing Disposition of Surplus Tangible Personal Property Pursuant To F.S. § 274.06

The District may elect to use this alternative procedure using its reasonable discretion, but still must consider the best interests of the District. The District has more potential buyers or donees utilizing s. 274.06: the surplus property may be offered for value (e.g., sold) to any person, the state (without bids), a governmental unit, or to any political subdivision as defined in s.1.01 (e.g., counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and all other districts in this state).

Surplus Property Valued at Less Than \$5,000.00²

If the surplus property is valued at less than \$5,000.00, it may be disposed of it in the most efficient and cost-effective means as determined by the District. If the surplus property is determined by the District to be without commercial value, it may be donated (to whomever the District desires), destroyed, or abandoned (one way the District may determine the surplus property to be without commercial value is if no sale or donation could be accomplished by following the procedure in s. 274.05). There is no hard and fast rule for how the District may determine the commercial property to be without value. If the District has surplus property valued at less than \$5,000.00 and wishes to use s. 274.06 for its disposal, the District should use the resolution attached hereto as **Exhibit B.**

Surplus Property Valued at \$5,000.00 or More³

Surplus property valued at \$5,000.00 or more must only be sold to either (1) the highest responsible bidder; or (2) by public auction. The publication of notice required must be not less than one (1) week or more than (2) weeks prior to sale in a newspaper that has a general circulation in the county or District where the District has its official office. It must be published in additional newspapers if the District determines that such would be in the best interests of the District (i.e., the District's interests would be served by additional notices, provided that nothing would require the sheriff of a county to advertise the sale of miscellaneous items that are valued at less than \$5,000.00). If the District has surplus property valued at \$5,000.00 or more and wishes to use s. 274.06 for its disposal, the District should use the resolution attached hereto as **Exhibit C.**

² See Exhibit B.

³ See Exhibit C.

Exhibit A

RESOLUTION 20__-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY;
AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL
PROPERTY PURSUANT TO F.S. § 274.05; 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, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

WHEREAS, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

WHEREAS, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the Surplus Property is obsolete and that continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

WHEREAS, the District has considered the best interests of the District, the value and condition of the Surplus Property, and the probability of the Surplus Property’s being desired by prospective donees or purchasers; and

WHEREAS, the District desires to dispose of the Surplus Property for sale or donation to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), and if the Surplus Property is offered for sale and no acceptable bid is received within a reasonable time, to offer the Surplus Property to a Governmental Unit outside the District and other private nonprofit agency for sale or donation; and

WHEREAS, the District has disclosed in its offer the value and condition of the Surplus Property, accepted the best bid if the Surplus Property was disposed of by sale, acknowledged the cost of transfer of the Surplus Property will be met by the Purchaser or Receiver; and

WHEREAS, the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

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

SECTION 1. INCORPORATION OF RECITALS. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.

SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby directs and authorizes Staff to dispose of the Surplus Property by giving for value or donating it either to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if no acceptable bid is received within a reasonable time, Staff may dispose of the Surplus Property by giving for value or donating it to a Governmental Unit outside the District or other private nonprofit agency. Staff will accept the best bid for the Surplus Property if it is disposed of by sale, and the Purchaser or Receiver will be responsible for the cost of transfer of the Surplus Property. Staff may dispose of the respective pieces of Surplus Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Surplus Property separately to the extent it is in the best interest of the District.

SECTION 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.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this ____ day of _____, 20__.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A

List of the Property

Exhibit B

RESOLUTION 20__-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO F.S. § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

[FOR PROPERTY VALUED AT LESS THAN \$5,000.00]

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, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

WHEREAS, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

WHEREAS, the District desires to classify the Property as surplus tangible personal property, and to determine that the Property is obsolete and that continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

WHEREAS, the District has considered the best interests of the District, and the value and condition of the Property, and

WHEREAS, the District desires to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

WHEREAS, the District believes that disposing of the Property in this fashion is the most efficient and cost-effective means of disposing of the Property; and

WHEREAS, the District has estimated the value of the respective pieces of Property to be less than Five Thousand Dollars (\$5,000), or without commercial value; and

WHEREAS, the District believes that it is in its best interests to dispose of the Property in this fashion.

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

SECTION 1. INCORPORATION OF RECITALS. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby classifies the Property as surplus tangible personal property, and hereby determines that the continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function.

SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby directs and authorizes staff to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*. Staff may dispose of the respective pieces of Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Property separately to the extent it is in the best interest of the District.

SECTION 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.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this ____ day of _____, 20__.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A

List of the Property

Exhibit C

RESOLUTION 20__-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

[FOR PROPERTY VALUED AT \$5,000.00 OR MORE]

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, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

WHEREAS, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

WHEREAS, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the Surplus Property is obsolete and that continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

WHEREAS, the District has considered the best interests of the District, and the value and condition of the Surplus Property; and

WHEREAS, the District desires to dispose of the Surplus Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; and

WHEREAS, the District has estimated the value of the respective pieces of Surplus Property to be Five Thousand Dollars (\$5,000) or more; and

WHEREAS, the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

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

SECTION 1. INCORPORATION OF RECITALS. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.

SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby directs and authorizes staff to dispose of the Surplus Property for value to the highest responsible bidder, or by public auction, after publication of notice prior to the sale pursuant to Section 274.06, *Florida Statutes*. Staff may dispose of the respective pieces of Surplus Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Surplus Property separately to the extent it is in the best interest of the District.

SECTION 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.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this ____ day of _____, 20__.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A

List of the Property

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6A

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

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

NOTICE OF COMMENCEMENT

Permit Nos.: SDP21-0183; SFWMD 49-106327-P; WAS22-00009
Parcel I.D. No. See property description attached as Exhibit A

State of Florida
County of Osceola

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

1. Description of property (*legal description* of property and address if available):
Please see the legal description attached hereto as Exhibit A.

2. General description of improvements: Edgewater East CDD ED5 Framework Roadway Phase I public infrastructure improvements consisting of construction of approximately 0.6 mile of Framework Roadway with connection to Cross Prairie Parkway internal to the Crossprairie / Edgewater East community. Construction to include utility trunk lines with connection at Cross Prairie Pkwy, mass grading of 50-acre School Site, excavation of two stormwater ponds, and stockpile of excess fill material.

3. Owner information:
 - a) Name and address: Edgewater East Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410 W
Boca Raton, Florida 33431
Attn: District Manager

 - b) Interest in property: Temporary Construction Easement

 - c) Name and address of fee simple titleholder (if other than owner)
Edgewater Property Holdings, LLC
401 E. Las Olas Blvd., Suite 1870
Ft. Lauderdale, Florida 33301

4. Contractor:
 - a) Name and Address: Jr. Davis Construction Company, Inc.
210 Hangar Road
Kissimmee, Florida 34741

5. Surety:
 - a) Name and Address: Western Surety Company, 151 N. Franklin Street, Chicago, Illinois 60606
 - b) Bond Amount: \$8,604,921.13

6. Lender (name and address): N/A

6. Person within the State of Florida designated by owner upon whom notices, or other documents may be served:
Name and address: Michael C. Eckert

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

7. In addition to him or herself, owner designates the following individual to receive a copy of any notices: N/A
8. Expiration date of notice of commencement N/A (the expiration date is one year from the date of recording unless a different date is specified).

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

Witnesses:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

_____, Board of Supervisors

Name: _____

STATE OF FLORIDA
COUNTY OF _____

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

(Official Notary Signature & Seal)

Name: _____

Personally Known: _____

OR Produced Identification: _____

Type of Identification _____

EXHIBIT A: Legal Description

EXHIBIT B: Payment Bond

EXHIBIT A: LEGAL DESCRIPTION

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY**

Legal Description:

A portion of the Seminole Land and Investment Company's Subdivision of Section 21, Township 26 South, Range 30 East, as recorded in Plat Book B, Page 8, and a portion of the Seminole Land and Investment Company's Subdivision of Section 22, Township 26 South, Range 30 East, as recorded in Plat Book B, Page 9, and a portion of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the center of Section 21, Township 26 south, Range 30 East, Osceola County, Florida; thence run N89°49'01"W, a distance of 17.50 feet to a point on the East Right of Way line of Kissimmee Park Road; thence run N00°20'10"W, along said Right of Way line, a distance of 278.98 feet to a point on the Southerly Right-of-Way line for Cross Prairie Parkway and the Northeast corner of Tract "H" as shown on the plat of Edgewater ED-4 as recorded in Plat Book 32, Pages 25 through 28, inclusive, in the Public Records of Osceola County, Florida; thence along said Southerly Right-of-Way and the boundary of said Tract "H" the following courses: N90°00'00"W, a distance of 38.84 feet to a point on a curve to the right, having a radius of 1267.50 feet, a chord bearing of N74°46'52"W, and a chord distance of 665.45 feet; thence along the arc of said curve through a central angle of 30°26'15", a distance of 673.34 feet to the Point of Beginning; said point being on the cusp of a non-tangent curve, said curve being concave Northwesterly and having a radius of 2032.50 feet, a chord bearing of S63°02'25"W, and a chord distance of 1874.20 feet; thence along the arc of said curve through a central angle of 54°54'39", a distance of 1947.90 feet to the point of tangency; thence N89°30'15"W, a distance of 151.25 feet to a point on a curve to the left, having a radius of 15.00 feet, a chord bearing of S45°29'45"W, and a chord distance of 21.21 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet to the point of tangency; thence S00°29'45"W, a distance of 39.66 feet to a point on a curve to the left, having a radius of 1556.50 feet, a chord bearing of S11°21'22"E, and a chord distance of 639.36 feet; thence along the arc of said curve through a central angle of 23°42'15", a distance of 643.95; thence leaving said curve N68°52'17"E, a distance of 269.79 feet; thence S89°45'19"E, a distance of 733.74 feet to a point on a curve to the right, having a radius of 64.00 feet, a chord bearing of S43°44'27"E, and a chord distance of 102.80 feet; thence along the arc of said curve through a central angle of 92°01'43", a distance of 102.80 feet to the point of tangency; thence S02°16'24"W, a distance of 176.03 feet to a point

(CONTINUED ON PAGE 2)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the East line of the Northwest 1/4 of Section 21, Township 26 South, Range 30 East Osceola County, Florida as being N00°20'10"E.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Colliers Engineering & Design, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description written by this firm.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

PROJECT #22005998A
ED5
V-SURV-NOC.DWG

Brian K Hefner

Digitally signed
by Brian K Hefner
Date: 2022.10.13
16:10:42 -04'00'

10/12/22

DATE

BRIAN K. HEFNER, P.S.M.
COLLIERS ENGINEERING & DESIGN, INC
D.B.A. MASER CONSULTING

FLORIDA REGISTRATION No. 5370
FLORIDA REGISTRATION No. LB 7368



Engineering & Design

Doing Business as

ORLANDO

1731 North Lake Oakley Road,

Suite 615

Maitland, FL 32751

Phone: 321.621.9825

www.colliersengineering.com

SHEET 1 OF 6

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

(CONTINUED FROM PAGE 1)

on a curve to the right, having a radius of 44.00 feet, a chord bearing of S47°51'38"W, and a chord distance of 62.86 feet; thence along the arc of said curve through a central angle of 91°10'27", a distance of 70.02 feet to the point of tangency; thence S88°50'52"W, a distance of 586.44 feet; thence S01°16'38"W, a distance of 311.41 feet; thence S23°53'45"W, a distance of 156.33 feet to a point on a curve to the right, having a radius of 72.50 feet, a chord bearing of S32°16'24"W, and a chord distance of 21.13 feet; thence along the arc of said curve through a central angle of 16°45'19", a distance of 21.20 feet to the point of tangency; thence S40°39'03"W, a distance of 16.99 feet to a point on a curve to the right, having a radius of 70.50 feet, a chord bearing of S65°22'45"W, and a chord distance of 58.98 feet; thence along the arc of said curve through a central angle of 49°27'23", a distance of 60.85 feet to the point of tangency; thence N89°12'31"W, a distance of 314.39 feet to a point on a curve to the right, having a radius of 65.00 feet, a chord bearing of N49°12'14"W, and a chord distance of 83.57 feet; thence along the arc of said curve through a central angle of 80°00'33", a distance of 90.77 feet to the point of reverse curvature of a curve to the left, having a radius of 1903.61 feet, a chord bearing of N16°51'42"W, and a chord distance of 507.62 feet; thence along the arc of said curve through a central angle of 15°19'27", a distance of 509.14 feet to the point of reverse curvature of a curve to the right, having a radius of 65.00 feet, a chord bearing of N24°02'01"E, and a chord distance of 97.45 feet; thence along the arc of said curve through a central angle of 97°06'52", a distance of 110.17 feet to the point of tangency; thence N72°35'27"E, a distance of 160.39 feet to the cusp of a non-tangent curve to the right, having a radius of 1632.00 feet, a chord bearing of N11°21'49"W, and a chord distance of 670.78 feet; thence run along the arc of said curve through a central angle of 23°43'07", a distance of 675.60 feet to the point of tangency; thence N00°29'45"E, a distance of 46.16 feet to a point on a curve to the left, having a radius of 15.00 feet, a chord bearing of N44°30'15"W, and a chord distance of 21.21 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet to the point of tangency; thence N89°30'15"W, a distance of 11.00 feet; thence N00°29'45"E, a distance of 113.50 feet; thence S89°30'15"E, a distance of 4.50 feet to a point on a curve to the left, having a radius of 15.00 feet, a chord bearing of N45°29'45"E, and a chord distance of 21.21 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet to the point of tangency; thence N00°29'45"E, a distance of 4.50 feet; thence S89°30'15"E, a distance of 82.00 feet; thence S00°29'45"W, a distance of 4.50 feet to a point on a curve to the left, having a radius of 15.00 feet, a chord bearing of S44°30'15"E, and a chord distance of 21.21 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet to the point of tangency; thence S89°30'15"E, a distance of 151.25 feet to a point on a curve to the left, having a radius of 1912.50 feet, a chord bearing of N63°07'00"E, and a chord distance of 1759.03 feet; thence along the arc of said curve through a central angle of 54°45'30", a distance of 1827.80 feet to the cusp of a non-tangent curve to the left, having a radius of 1267.50 feet, a chord bearing of S56°50'47"E, and a chord distance of 120.11 feet; thence run along the arc of said curve through a central angle of 05°25'54", a distance of 120.16 feet to the Point of Beginning.

Containing: 21.28 acres, more or less.

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Suite 616

Maitland, FL 32751

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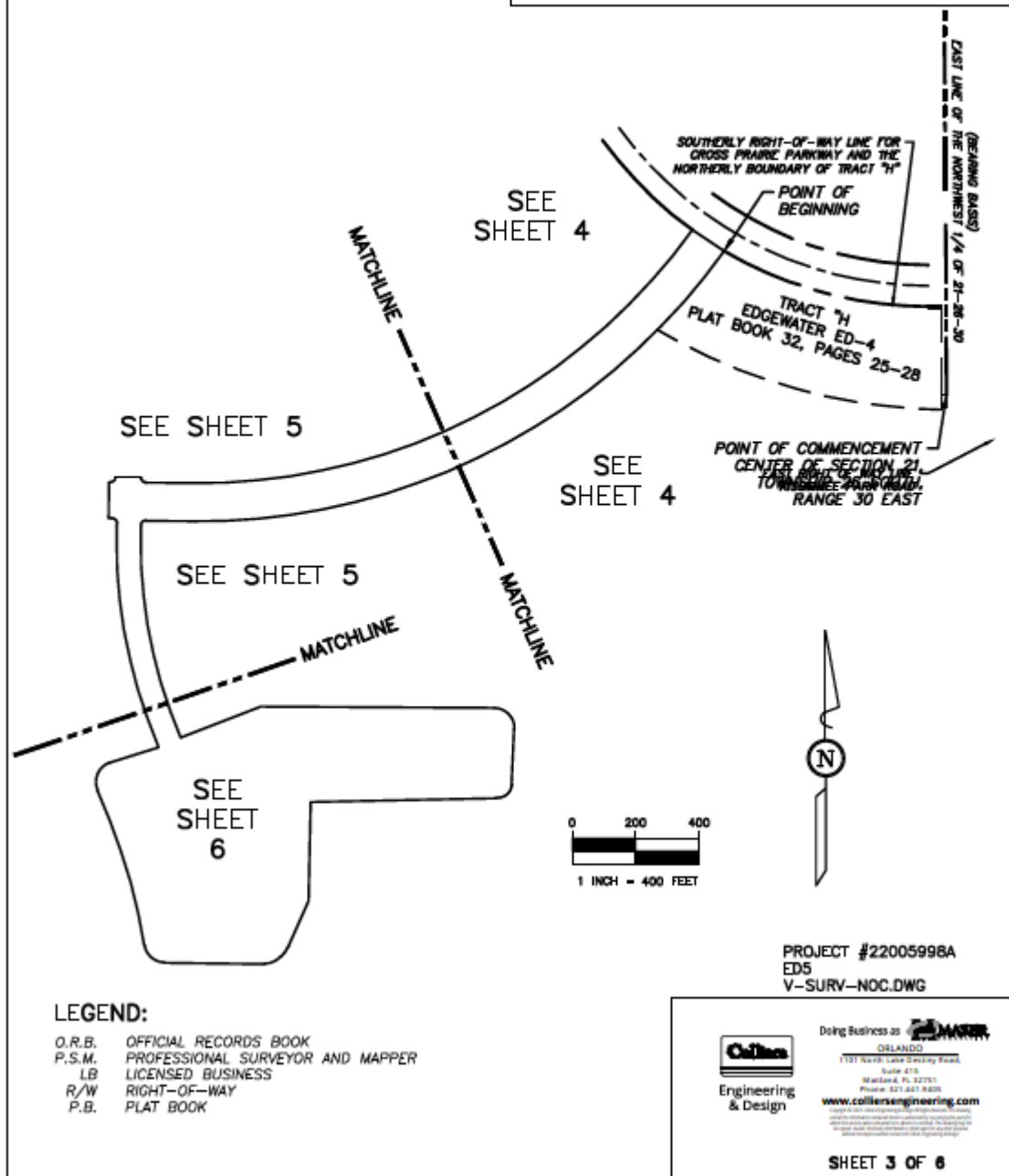
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SHEET 2 OF 6

SKETCH OF DESCRIPTION

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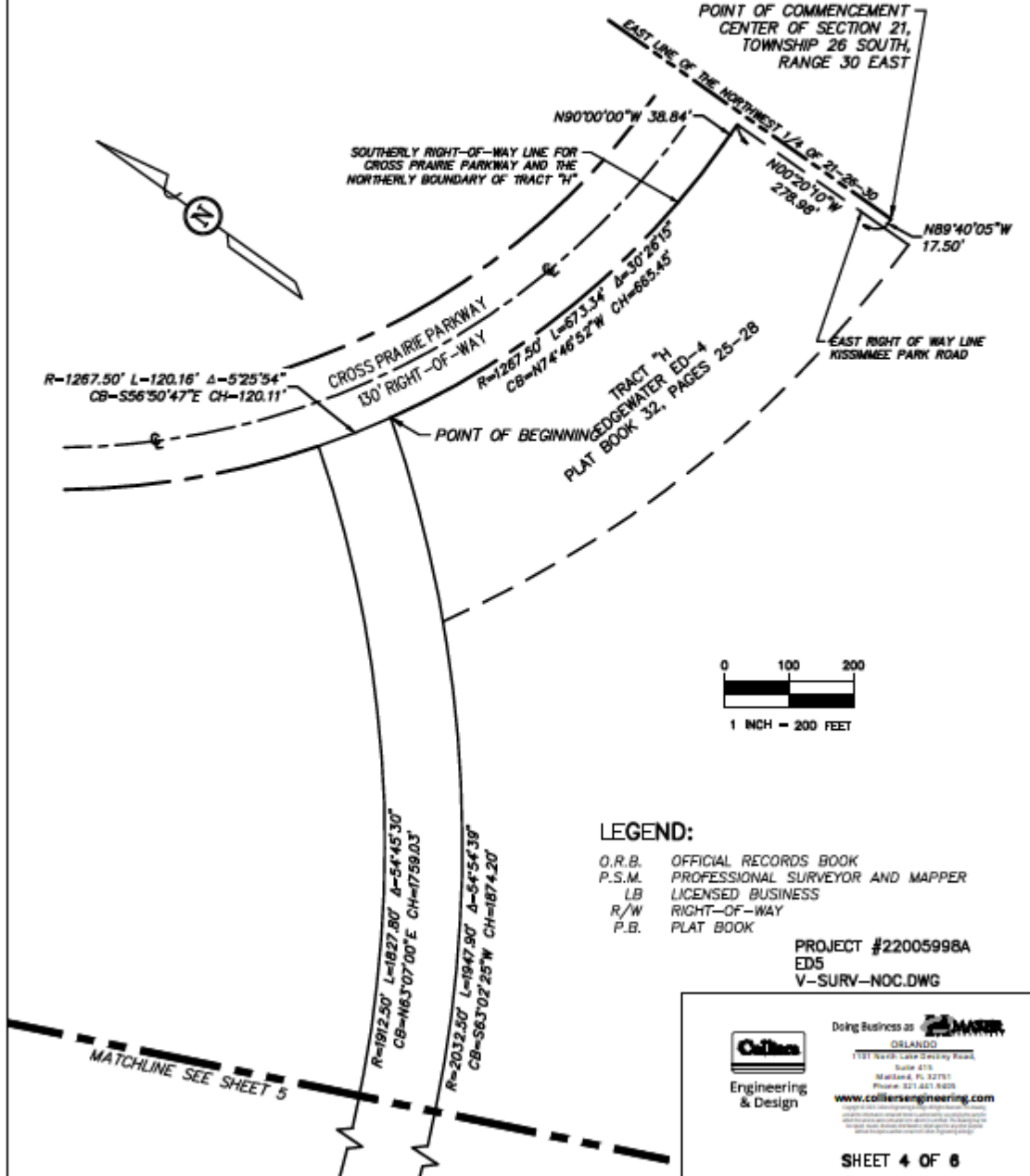


LEGEND:

O.R.B. OFFICIAL RECORDS BOOK
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS
R/W RIGHT-OF-WAY
P.B. PLAT BOOK

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK

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ED5
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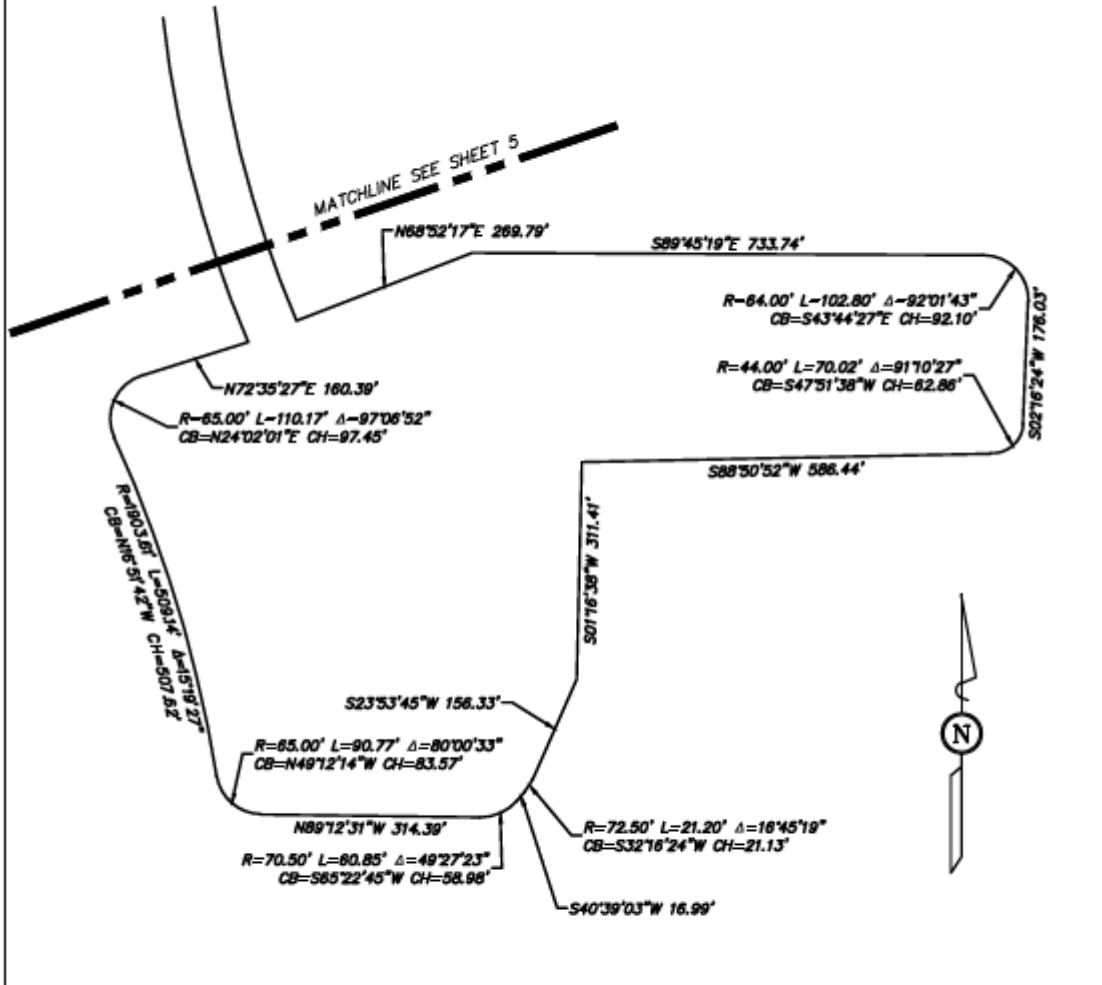


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 1151 North Lake Destiny Road,
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www.collisengineering.com

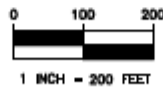
SHEET 4 OF 8

SKETCH OF DESCRIPTION
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LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
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SHEET 6 OF 6

EXHIBIT B: PAYMENT BOND



PAYMENT BOND

CONTRACTOR (name and address and phone number):
Jr. Davis Construction Company, Inc.
210 Hangar Road, Kissimmee, FL 34741
Phone: (407) 870-0066

SURETY (name and address of principal place of business):
Western Surety Company
151 N. Franklin Street, Chicago, IL 60606
Phone:(312) 822-5000

OWNER (name and address):
Edgewater East Community Development District
Address: 2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone Number: (561) 571-0010

CONSTRUCTION CONTRACT

Effective Date of the Agreement: October 6, 2022
Amount: \$8,604,921.13
Description (name and location): ED5 Framework Roadway, Phase I – Edgewater East CDD, Osceola County, Florida

BOND

Bond Number: 30169808
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): October 17, 2022
Amount: \$8,604,921.13
Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Jr. Davis Construction Company, Inc.
Contractor's Name and Corporate Seal
By: Kristy Kelley
Signature
Kristy Kelley



Print Name
Title
Attest: Pam Medina
Signature
Witness

SURETY

Western Surety Company
Surety's Name and Corporate Seal
By: Brett A. Ryland
Signature (attach power of attorney)



Brett A. Ryland
Print Name
Attorney-in-Fact & FL Licensed Resident Agent
Title
Attest: Karann Cordero
Signature
Karann Cordero, Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 10/18/2022 03:20:13 PM RECEIPT # 2679679
Rec Fees 78.00 EXTRA NAMES
CFN# 2022154324 BK 6301 PG 1959 PAGE 1 OF 9

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction

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Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes or 713.23 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in the applicable Section of Florida Statutes and are incorporated herein by reference.

The attached Dual (Multiple) Obligee rider forms and becomes a part of this bond.

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CFN# 2022154324 OFFICIAL RECORDS O DOC_TYPE BOND BK 6301 PG 1962 PAGE 4 OF 9



PERFORMANCE BOND

CONTRACTOR (name and address and phone number):
Jr. Davis Construction Company, Inc.
210 Hangar Road, Kissimmee, FL 34741
Phone: (407) 870-0066

SURETY (name and address of principal place of business):
Western Surety Company
151 N. Franklin Street, Chicago, IL 60606
Phone:(312) 822-5000

OWNER (name and address):
Edgewater East Community Development District
Address: 2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone Number: (561) 571-0010

CONSTRUCTION CONTRACT
Effective Date of the Agreement: October 6, 2022
Amount: **\$8,604,921.13**
Description (name and location): ED5 Framework Roadway, Phase I – Edgewater East CDD, Osceola County, Florida

BOND
Bond Number: 30168608
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): October 17, 2022
Amount: **\$8,604,921.13**
Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Jr. Davis Construction Company, Inc.
Contractor's Name and Corporate Seal
By: Kristy Kelley
Signature
Kristy Kelley
Print Name
SECRETARY
Title
Attest: [Signature]
Signature
Title
Witness



SURETY

Western Surety Company
Surety's Name and Corporate Seal
By: Brett A. Ragland
Signature (attach power of attorney)
Brett A. Ragland
Print Name
Attorney-in-Fact & FL Licensed Resident Agent
Title
Attest: Kanani Cordero
Signature
Kanani Cordero, Witness
Title



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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

ECDC® C-610, Performance Bond

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

The attached Dual (Multiple) Obligee rider forms and becomes a part of this bond

EJCDC® C-610, Performance Bond

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This Rider may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

Multiple Obligor Rider

This Rider is executed concurrently with and shall be attached to and form a part of Bond No. 30168608 (hereafter "Bond") issued by the Western Surety Company as Surety, on behalf of Jr. Davis Construction Company, Inc., hereafter referred to as the Principal, in favor of Edgewater East Community Development District, hereafter referred to as the Primary Obligor for ED5 Framework Roadway, Phase 1 (the "Contract").

WHEREAS, the Primary Obligor requests that Surety and Principal add City of St. Cloud, Osceola County and Tohopekaliga Water Authority as additional obligors under the Bond; and

WHEREAS, the Surety and Principal agree to the above referenced changes requested by the Primary Obligor which are set forth in this Rider which is executed concurrently with the execution of the Bond upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree as follows:

1. City of St. Cloud, Osceola County and Tohopekaliga Water Authority are each added to the Bond as additional obligors ("Additional Obligor").
- The Surety shall not be liable under the Bond to the Primary Obligor or either or both of the Additional Obligor unless the Primary Obligor or any one or both of the Additional Obligor shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract at the time and in the manner therein set forth. Notwithstanding anything in the Contract to the contrary, the Surety shall have no obligations or liability to the Additional Obligor unless either or both fulfill all of the Primary Obligor's obligations under the Contract which shall include all of the Primary Obligor's payment obligations to the Principal.
- The aggregate liability of the Surety under this Bond to any, all or either of the Primary Obligor or the Additional Obligor, as their interests may appear, is limited to the penal sum of the Bond. Further, the Additional Obligor's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligor. The Surety may, at its option, make any payments under said Bond by check issued jointly to the Primary Obligor and both Additional Obligor.
- This Rider may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- Except as modified herein, all other terms and conditions of the Bond shall remain in full force and effect.

SIGNED, SEALED AND DATED this 17th day of October, 2022

Edgewater East Community Development District
Primary Obligor
By: _____
Title: _____

Western Surety Company
By: Brett A. Ragland
Brett A. Ragland, Attorney-in-fact



City of St. Cloud
Additional Obligor
By: _____
Title: _____

Jr. Davis Construction Company, Inc.
By: Kristy Kelley
SECRETARY



Osceola County
Additional Obligor
By: _____
Title: _____

Tohopekaliga Water Authority
Additional Obligor
By: _____
Title: _____

Form F7689-7-2017

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021



WESTERN SURETY COMPANY

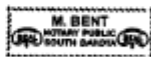
Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of October, 2022



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6B

Upon recording, this instrument should be returned to:

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement Agreement”) is made and entered into to be effective the ___ day of November 2022 (the “**Effective Date**”), and by and between:

Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as **Edgewater Property Florida Holdings, LLC**, with a mailing address of 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 (“**Landowner**” or “**Grantor**”); and

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 (“**District**” or “**Grantee**,” and together with the Grantor, the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Osceola County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Easement Area**”); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a construction, access and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (“**Improvements**”) set forth in the Grantee’s Engineer’s Report described in **Exhibit “B”** attached hereto and incorporated herein by this reference, and

the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantee an easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements (“**Easement**”). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee’s use of the Easement Area. The Easement shall terminate automatically, without the recording of any additional instrument, with respect to any lands comprising a portion of the Easement Area which are (1) platted as residential lots, or (2) conveyed to the District.

3. DAMAGE. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. INSURANCE. Grantee shall carry insurance complying with the provisions of **Exhibit B-1** attached hereto. Grantee shall contractually require all contractors, sub-contractors, employees or materialmen performing work for Grantee on the Easement Area shall at all times maintain insurance at least in the amounts and with the requirements set forth in **Exhibit B-2** attached hereto.

Grantee shall contractually require any contractors, sub-contractors, employees or materialmen to provide the District with a certificate or certificates of insurance evidencing compliance with the requirements of **Exhibit B-2**. Grantee shall provide an insurance certificate evidencing compliance with this section to the Grantor prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen in the Easement Area.

5. INDEMNITY. To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the District by law, Grantee shall, and shall contractually cause Grantee’s contractors, sub-contractors, and employees (which contractual indemnity obligation shall, as to such contractors, sub-contractors, and

employees, not be limited by sovereign immunity) to indemnify and hold harmless Grantor, and its direct and indirect members, affiliates, agents, employees, staff, contractors, subcontractors, officers, directors, and representatives and their respective successors and assigns (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to Grantee’s contractors and sub-contractors), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of, property.

6. SOVEREIGN IMMUNITY. Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantee’s limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. LIENS. Grantee shall not permit (and shall cause to be cured and removed from Grantor’s title within thirty (30) days) any construction or mechanic’s lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. EXERCISE OF RIGHTS. The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereof. Grantee and its contractors (including, but not limited to subcontractors, employees and materialmen) shall not discharge, or permit the discharge, into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with the day-to-day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor’s rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

10. ENFORCEMENT. In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

B. If to Landowner: Edgewater Property Holdings, LLC,
doing business in Florida as
Edgewater Property Florida Holdings, LLC
401 E. Las Olas Boulevard, Suite 1870
Ft. Lauderdale, Florida 33301
Attn: Kevin Mays

With a copy to: Edgewater Property Holdings, LLC,
doing business in Florida as
Edgewater Property Florida Holdings, LLC

300 Atlantic Street, Suite 1110
Stamford, CT 06901
Attn: Marc Porosoff

And with a copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: Michael Ryan

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

12. THIRD PARTIES. This Easement 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 Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. ASSIGNMENT. Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.

14. CONTROLLING LAW; VENUE. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Osceola County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

15. PUBLIC RECORDS. All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

17. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. AUTHORIZATION. The execution of this Easement Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

20. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

21. EXCULPATION. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any party hereto shall have any liability under this Agreement.

22. COUNTERPARTS. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

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 November 2022, by the Chairperson/Vice Chairperson of the Edgewater East Community Development District, on behalf of District. He is personally known to me or has produced _____ as identification.

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

{Notary Seal}

Signed, sealed and delivered
in the presence of:

Edgewater Property Holdings, LLC,
a Delaware limited liability company,
doing business in Florida as
Edgewater Property Florida Holdings,
LLC

Print Name _____

By: _____
Name: _____
Title: _____

Print Name: _____

By: _____
Name: _____
Title: _____

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of November 2022, by _____, as _____ of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____
Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of November 2022, by _____, as _____ of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____
Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

Exhibit A – Legal Description

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

Legal Description:

A portion of the Seminole Land and Investment Company's Subdivision of Section 21, Township 26 South, Range 30 East, as recorded in Plat Book B, Page 8, and a portion of the Seminole Land and Investment Company's Subdivision of Section 22, Township 26 South, Range 30 East, as recorded in Plat Book B, Page 9, and a portion of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the center of Section 21, Township 26 south, Range 30 East, Osceola County, Florida; thence run N89°49'01"W, a distance of 17.50 feet to a point on the East Right of Way line of Kasimnee Park Road; thence run N00°20'10"W, along said Right of Way line, a distance of 278.98 feet to a point on the Southerly Right-of-Way line for Cross Prairie Parkway and the Northeast corner of Tract "H" as shown on the plat of Edgewater ED-4 as recorded in Plat Book 32, Pages 25 through 28, inclusive, in the Public Records of Osceola County, Florida; thence along said Southerly Right-of-Way and the boundary of said Tract "H" the following courses: N90°00'00"W, a distance of 38.84 feet to a point on a curve to the right, having a radius of 1267.50 feet, a chord bearing of N74°46'52"W, and a chord distance of 665.45 feet; thence along the arc of said curve through a central angle of 30°26'15", a distance of 673.34 feet to the Point of Beginning; said point being on the cusp of a non-tangent curve, said curve being concave Northwesterly and having a radius of 2032.50 feet, a chord bearing of S63°02'25"W, and a chord distance of 1874.20 feet; thence along the arc of said curve through a central angle of 54°54'39", a distance of 1947.90 feet to the point of tangency; thence N89°30'15"W, a distance of 151.25 feet to a point on a curve to the left, having a radius of 15.00 feet, a chord bearing of S45°29'45"W, and a chord distance of 21.21 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet to the point of tangency; thence S00°29'45"W, a distance of 39.66 feet to a point on a curve to the left, having a radius of 1556.50 feet, a chord bearing of S11°21'22"E, and a chord distance of 639.36 feet; thence along the arc of said curve through a central angle of 23°42'15", a distance of 643.95; thence leaving said curve N68°52'17"E, a distance of 269.79 feet; thence S89°45'19"E, a distance of 733.74 feet to a point on a curve to the right, having a radius of 64.00 feet, a chord bearing of S43°44'27"E, and a chord distance of 102.80 feet; thence along the arc of said curve through a central angle of 92°01'43", a distance of 102.80 feet to the point of tangency; thence S02°16'24"W, a distance of 176.03 feet to a point

(CONTINUED ON PAGE 2)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the East line of the Northwest 1/4 of Section 21, Township 26 South, Range 30 East Osceola County, Florida as being N00°20'10"E.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Colliers Engineering & Design, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description written by this firm.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

PROJECT #22005998A
ED5
V-SURV-NOC.DWG

 Digitally signed
by Brian K Hefner
Date: 2022.10.13
16:10:42 -04'00'

10/12/22

DATE

BRIAN K. HEFNER, P.S.M. FLORIDA REGISTRATION No. 5370
COLLIERS ENGINEERING & DESIGN, INC. FLORIDA REGISTRATION No. LB 7368
D.B.A. MASER CONSULTING



Engineering
& Design

Doing Business as 
ORLANDO
1101 North Lake Dr. Ste 400
Suite 410
Melrose, FL 32751
Phone: 321.621.9400
www.colliersengineering.com

SHEET 1 OF 6

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

(CONTINUED FROM PAGE 1)

on a curve to the right, having a radius of 44.00 feet, a chord bearing of S47°51'38"W, and a chord distance of 62.86 feet; thence along the arc of said curve through a central angle of 91°10'27", a distance of 70.02 feet to the point of tangency; thence S88°50'52"W, a distance of 586.44 feet; thence S01°16'38"W, a distance of 311.41 feet; thence S23°53'45"W, a distance of 156.33 feet to a point on a curve to the right, having a radius of 72.50 feet, a chord bearing of S32°16'24"W, and a chord distance of 21.13 feet; thence along the arc of said curve through a central angle of 16°45'19", a distance of 21.20 feet to the point of tangency; thence S40°39'03"W, a distance of 16.99 feet to a point on a curve to the right, having a radius of 70.50 feet, a chord bearing of S65°22'45"W, and a chord distance of 58.98 feet; thence along the arc of said curve through a central angle of 49°27'23", a distance of 60.85 feet to the point of tangency; thence N89°12'31"W, a distance of 314.39 feet to a point on a curve to the right, having a radius of 65.00 feet, a chord bearing of N49°12'14"W, and a chord distance of 83.57 feet; thence along the arc of said curve through a central angle of 80°00'33", a distance of 90.77 feet to the point of reverse curvature of a curve to the left, having a radius of 1903.61 feet, a chord bearing of N16°51'42"W, and a chord distance of 507.62 feet; thence along the arc of said curve through a central angle of 15°19'27", a distance of 509.14 feet to the point of reverse curvature of a curve to the right, having a radius of 65.00 feet, a chord bearing of N24°02'01"E, and a chord distance of 97.45 feet; thence along the arc of said curve through a central angle of 97°06'52", a distance of 110.17 feet to the point of tangency; thence N72°35'27"E, a distance of 160.39 feet to the cusp of a non-tangent curve to the right, having a radius of 1632.00 feet, a chord bearing of N11°21'49"W, and a chord distance of 670.78 feet; thence run along the arc of said curve through a central angle of 23°43'07", a distance of 675.60 feet to the point of tangency; thence N00°29'45"E, a distance of 46.16 feet to a point on a curve to the left, having a radius of 15.00 feet, a chord bearing of N44°30'15"W, and a chord distance of 21.21 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet to the point of tangency; thence N89°30'15"W, a distance of 11.00 feet; thence N00°29'45"E, a distance of 113.50 feet; thence S89°30'15"E, a distance of 4.50 feet to a point on a curve to the left, having a radius of 15.00 feet, a chord bearing of N45°29'45"E, and a chord distance of 21.21 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet to the point of tangency; thence N00°29'45"E, a distance of 4.50 feet; thence S89°30'15"E, a distance of 82.00 feet; thence S00°29'45"W, a distance of 4.50 feet to a point on a curve to the left, having a radius of 15.00 feet, a chord bearing of S44°30'15"E, and a chord distance of 21.21 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet to the point of tangency; thence S89°30'15"E, a distance of 151.25 feet to a point on a curve to the left, having a radius of 1912.50 feet, a chord bearing of N63°07'00"E, and a chord distance of 1759.03 feet; thence along the arc of said curve through a central angle of 54°45'30", a distance of 1827.80 feet to the cusp of a non-tangent curve to the left, having a radius of 1267.50 feet, a chord bearing of S56°50'47"E, and a chord distance of 120.11 feet; thence run along the arc of said curve through a central angle of 05°25'54", a distance of 120.16 feet to the Point of Beginning.

Containing: 21.28 acres, more or less.

PROJECT #22005998A
ED5
V-SURV-NOC.DWG



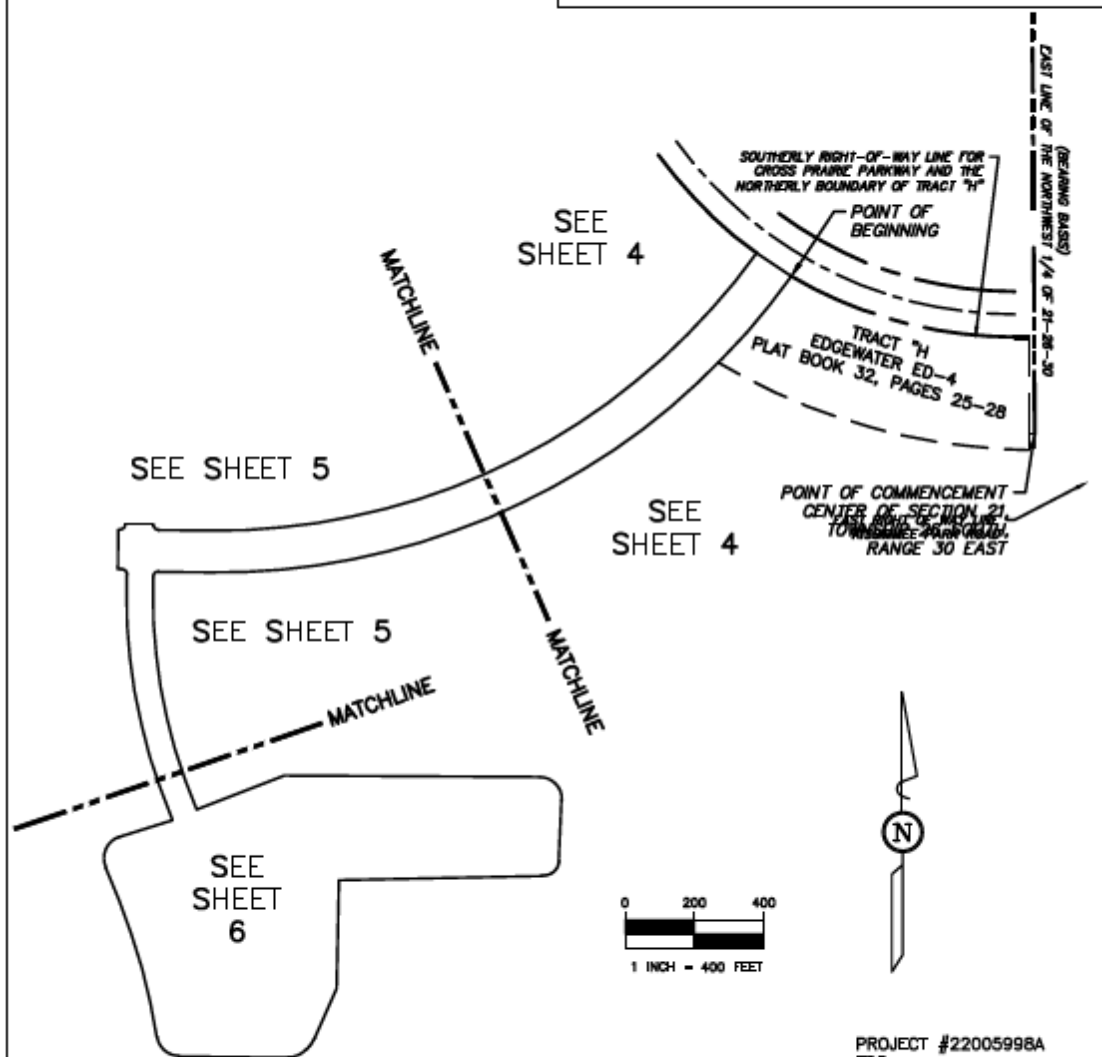
Engineering
& Design

Doing Business as 
ORLANDO
1131 North Lake County Road,
Suite 415
Maitland, FL 32751
Phone: 321.621.8608
www.collinsengineering.com

SHEET 2 OF 6

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK

PROJECT #22005998A
ED5
V-SURV-NOC.DWG



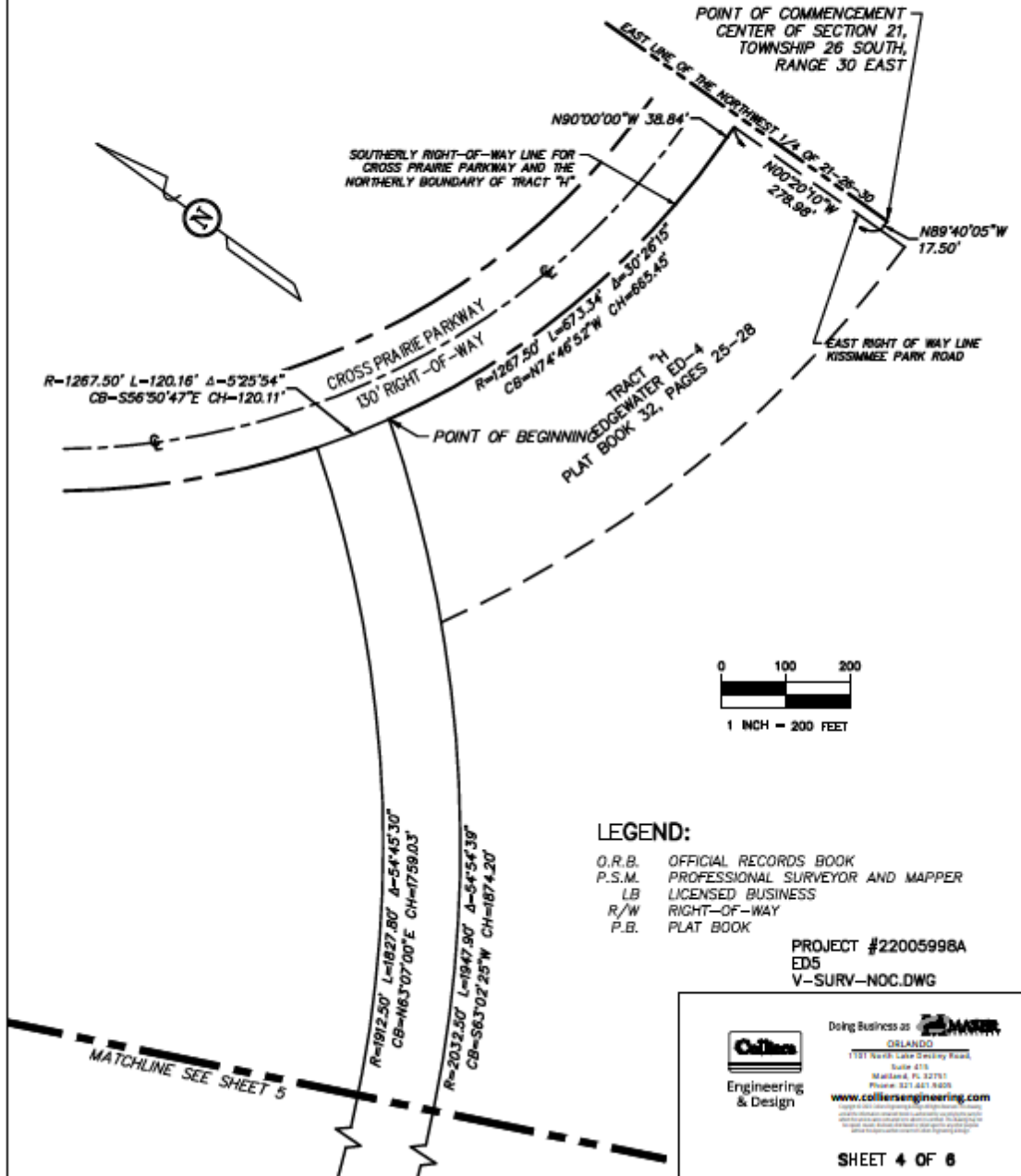
Engineering & Design

Doing Business as **EDWARDS**
ORLANDO
1101 North Lake County Road,
Suite 610
Maitland, FL 32751
Phone: 321.261.8626
www.collinsengineering.com

SHEET 3 OF 6

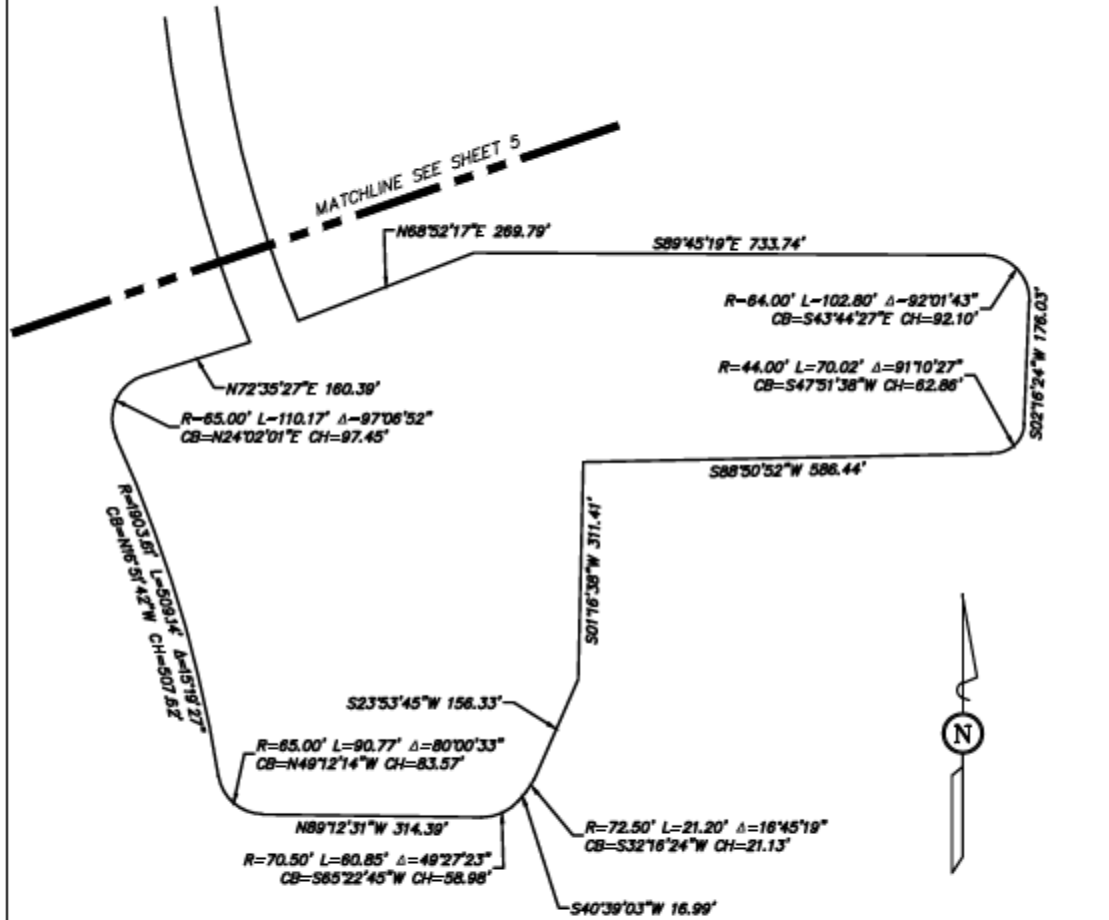
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



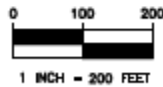
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
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- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK



V-SURV-NOC.DWG

PROJECT #22005998A
ED5
V-SURV-NOC.DWG



Engineering & Design

Doing Business as **COLLIERS**
ORLANDO
 1101 North Lake Driveway Road,
 Suite 610
 Maitland, FL 32751
 Phone: 321-641-8600
www.colliersengineering.com

SHEET 6 OF 6

EXHIBIT B-1
GRANTEE'S INSURANCE REQUIREMENTS

1. Grantee shall obtain and maintain the following insurance: (a) Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, and \$1,000,000 personal and advertising injury, and \$1,000,000 product-completed operations aggregate which shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement. The required limits may be achieved via a combination of primary, umbrella and/or excess liability policies provided that such umbrella and/or excess liability policies provide coverage no more restrictive than the underlying insurance; (b) to the extent the District has employees, workers' compensation insurance with statutory limits, including employers' liability insurance with minimum liability limits of \$1,000,000 bodily injury (each accident), \$1,000,000 bodily injury by disease (each employee), and \$1,000,000 bodily injury by disease (policy limit); and (c) to the extent the District utilizes owned, non-owned, and hired automobiles, automobile liability insurance covering any auto (including, as applicable, owned, non-owned and hired) in an amount of not less than \$1,000,000 combined single limit per accident.

2. Additional Insurance Requirements. Grantee shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, Grantee will file with Grantor certificates of insurance and Grantor requested endorsements, if applicable, 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 Grantor, or failure of Grantee to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert Grantee's obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Grantee shall provide Grantor with evidence of renewal insurance in form as acceptable to Grantor.

(b) Within ten (10) days of Grantor's written request, Grantee shall furnish to Grantor copies of the required insurance policies and endorsements to the extent the same are available.

(c) All insurance required herein this Exhibit B-1 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Grantor; and (ii) contain deductibles not greater than \$10,000 absent written approval from Grantor, and Grantee shall be solely responsible for any deductible and or self-insured retention payments; (iii) by a company or companies licensed to do business in the State of Florida and satisfactory to Grantor; and (iv) provide that defense costs shall be outside the policy coverage limits. Grantee's failure to maintain the insurance required herein may, at the election of Grantor in its sole discretion, be deemed a material breach of the Agreement.

EXHIBIT B-2
CONTRACTOR, SUBCONTRACTOR, CONSULTANT, MATERIALMEN
AND VENDOR INSURANCE REQUIREMENTS

Prior to the commencement or performance of any work or services related to the Project, Grantee shall cause each contractor, consultant, materialman and vendor (as used herein, each is a “Contractor”) to procure and maintain throughout the term and thereafter as required herein, at their sole cost and expense, the insurance specified in this Exhibit B-2.

A. Additional Insureds. The following (collectively, the “**Additional Insureds**”) must be included as additional insureds under Contractor’s applicable insurance policies, on a primary and noncontributory basis: Edgewater East Community Development District; Edgewater Property Holdings, LLC, dba Edgewater Property Florida Holdings, LLC; Edgewater Property Florida Holdings II, LLC; Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees.

B. Required Coverages. Contractor shall maintain the following minimum insurance with respect to the work or services performed without interruption from the date of this Agreement through Final Completion, at any time thereafter when Contractor enters the worksite to perform corrective Work, and during any additional periods specified in this Agreement:

1. *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:
 - a. has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate;
 - b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor’s indemnity obligations under any applicable agreement;
 - c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (*e.g.*, if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);
 - d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (*e.g.*, a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and
 - e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that

make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

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

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

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

4. *Commercial excess or umbrella liability insurance* with respect to Contractor’s CGL, automobile, and employers liability insurance, with limits of no less than (1) for subcontractors, vendors and materialmen, \$2,000,000 per occurrence and in the annual aggregate, and (2) for general contractors, \$5,000,000 per occurrence and in the annual aggregate. This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor’s CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this provision is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.

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

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

C. Insurance Requirements. Required Insurance must, unless otherwise agreed in writing, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the work, will be borne solely by Contractor, and Contractor shall reimburse Grantee for amounts paid by Grantee or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and others for damage occurring on or after the date on

which the applicable agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-group members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$10,000 (or \$50,000 for professional liability) except with prior written approval.

D. Evidence of Insurance. Contractor shall provide to Grantee a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the work; (b) upon renewal or replacement of each required policy of insurance; and (c) upon Grantee's written request. Contractor shall require Required Insurance policies to provide Grantee with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that Grantee is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Grantee's failure to require Contractor to provide evidence of Required Insurance, or Owner's acceptance of evidence that indicates insurance that fails to satisfy any requirements herein, will not constitute a waiver of these requirements.

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

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7A

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

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

NOTICE OF COMMENCEMENT

Permit Nos.: SDP21-0157 (Phase 1); SDP22-0104 (Phase 2); SFWMD 49-107535-P; WAS21-00063
Parcel I.D. No. See property description attached as Exhibit A

State of Florida
County of Osceola

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

1. Description of property (*legal description* of property and address if available):
Please see the legal description attached hereto as Exhibit A.

2. General description of improvements: The Clay Whaley Road Phase 1 Roadway Reconstruction and Utility Infrastructure – Edgewater East CDD project consists of full roadway section construction of approximately 0.34 mile of Framework Roadway and approximately 0.76 mile of utility trunk lines. Phase 1 construction to include utility trunk lines with connection just west of Cross Prairie Pkwy (approx. 5,263 LF of 12” PVC watermain; 3,683 LF of 12” PVC and 1,732 LF of 8” PVC reclaimed; 2,690 LF of 12” PVC and 1,792 LF 8” PVC force main), excavation and construction of a stormwater pond, and stockpile of excess fill material. Phase 2 construction to include approximately 0.76 mile of existing roadway widening to a 20-foot width and installation of stormwater system and F curbing along the south right-of-way.

3. Owner information:
 - a) Name and address: Edgewater East Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410 W
Boca Raton, Florida 33431
Attn: District Manager

 - b) Interest in property: A) Temporary Construction Easement for 11.91 Acres owned by Edgewater Property Holdings, LLC
B) SDP21-0157 issued by Osceola County, Florida for 5.89 acres owned by Osceola County, Florida

 - c) Name and address of fee simple titleholder (if other than owner)
Edgewater Property Holdings, LLC
401 E. Las Olas Blvd., Suite 1870
Ft. Lauderdale, Florida 33301

4. Contractor:
 - a) Name and Address: Southern Development & Construction, Inc.
2544 Connection Point
Oviedo, Florida 32765

5. Surety:
 - a) Name and Address: United Fire & Casualty Company, P.O. Box 73909, Cedar Rapids, IA 52407-3909
 - b) Bond Amount: \$6,194,700.00

- 6. Lender (name and address): N/A
- 6. Person within the State of Florida designated by owner upon whom notices, or other documents may be served:
 Name and address: Michael C. Eckert
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
- 7. In addition to him or herself, owner designates the following individual to receive a copy of any notices: N/A
- 8. Expiration date of notice of commencement N/A (the expiration date is one year from the date of recording unless a different date is specified).

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

Witnesses:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

_____, Board of Supervisors

Name: _____

STATE OF FLORIDA
COUNTY OF _____

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

(Official Notary Signature & Seal)

Name: _____

Personally Known: _____

OR Produced Identification: _____

Type of Identification _____

EXHIBIT A: Legal Description
EXHIBIT B: Payment Bond

EXHIBIT A: LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

Legal Description:

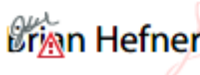
Those portions of the South 1/2 of Section 17, Township 26 South, Range 30 East, the Southwest 1/4 of Section 16, Township 26 South, Range 30 East, and that portion of Right of Way for Clay Whaley Road lying in Section 16, Township 26 South, Range 30 East, Section 17, Township 26 South, Range 30 East, Section 20, Township 26 South, Range 30 East and Section 21, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the North 1/4 corner of Section 21, Township 26 south, Range 30 East, Osceola County, Florida; thence run N89°36'17"W, along the North line of the Northwest 1/4 of said Section 21 a distance of 1628.52 feet to the Point of Beginning; thence departing said North line, S00°23'42"W, a distance of 20.00 feet to the South line of North 20 feet of said Northwest 1/4; thence N89°36'17"W, along said South line a distance of 967.72 feet to the West line of said Northwest 1/4; thence N89°30'05"W, along the South line of the North 20 feet of the Northeast 1/4 of Section 20, as shown on the plat of Seminole Land and Investment Company's Subdivision of Section 20, Township 26 South, Range 30 East, as recorded in Plat Book B, Page 7, Public Records of Osceola County, Florida, a distance of 20.00 feet to the Easterly boundary of Bridle Path Estates as recorded in Plat Book 23, Pages 99 through 100, inclusive, Public Records of Osceola County, Florida; thence departing said South line and along the 10' Right of Way Tract as shown on said plat, the following three courses: S00°15'17"E, a distance of 10.00; thence N89°30'05"W, a distance of 1257.69 feet; thence N00°10'15"W, a distance of 10.00 feet to said South line of the North 20.00 feet of Section 20; thence along said South line N89°30'05"W, a distance of 3815.50 feet; thence departing said South line, N00°29'58"E, a distance of 40.00 feet to the North line of the South 20.00 feet of Section 17, as shown on the plat of Seminole Land and Investment Company's Subdivision of Section 17, Township 26 South, Range 30 East, recorded in Plat Book B, Page 55, Public Records of Osceola County, Florida;

Continued on sheet 2

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the North line of the Northwest 1/4 of Section 21, Township 26 South, Range 30 East Osceola County, Florida as being N89°36'17"W.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Colliers Engineering & Design, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description written by this firm.
5. Stationing shown is approximate and based upon preliminary construction drawings. The Stations displayed are intended to be used as a reference. Stationing shown is not to be used for construction purposes.
6. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

**Brian Hefner**

Digitally signed by Brian Hefner
Date: 2022.11.02 09:46:15
+04'00'

10/21/22

BRIAN K. HEFNER, P.S.M.
COLLIERS ENGINEERING & DESIGN, INC
D.B.A. MASER CONSULTING

FLORIDA REGISTRATION No. 5370
FLORIDA REGISTRATION No. LB 7368

DATE

V-SURV-CWRW-NOC.DWG



Engineering & Design

Doing Business as 
ORLANDO
1701 North Lake Wesley Road,
Suite 410
Maitland, FL 32751
Phone: 321.641.8400
www.colliersengineering.com

SHEET 1 OF 6

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

Legal Description:

Continued from sheet 1

thence S89°30'05"E, along said North line, a distance of 175.69 feet; thence departing said North line, N03° 29' 28"W, a distance of 204.77 feet; thence N89° 27' 09"W, a distance of 51.55 feet; thence N00° 32' 51"E, a distance of 33.29 feet; thence S89° 27' 09"E, a distance of 49.20 feet; thence N06° 04' 01"E, a distance of 377.92 feet to the point of curvature of a curve to the right, having a radius of 200.00 feet and a central angle of 19° 58' 23"; thence along the arc of said curve a distance of 69.72 feet to the point of tangency; thence N26° 02' 24"E, a distance of 220.37 feet to the point of curvature of a curve to the right, having a radius of 115.00 feet and a central angle of 17° 41' 08"; thence along the arc of said curve a distance of 35.50 feet to the point of compound curvature of a curve to the right, having a radius of 20.00 feet and a central angle of 180° 00' 00"; thence along the arc of said curve a distance of 62.83 feet to the point of reverse curvature of a curve to the left, having a radius of 75.00 feet and a central angle of 18° 41' 41"; thence along the arc of said curve a distance of 24.47 feet to the point of tangency; thence S25° 01' 49"W, a distance of 148.02 feet; thence S64° 57' 09"E, a distance of 24.30 feet to the cusp of a curve concave Southerly, having a radius of 170.00 feet, a central angle of 23° 37' 38" and a chord bearing and distance of N83° 19' 05"E, 69.61 feet; thence along the arc of said curve a distance of 70.10 feet to the point of tangency; thence S84° 52' 06"E, a distance of 323.95 feet to the point of curvature of a curve to the right, having a radius of 162.00 feet and a central angle of 101° 42' 39"; thence along the arc of said curve a distance of 287.58 feet to the point of tangency; thence S18° 42' 02"W, a distance of 467.02 feet to the North line of the South 68.00 feet of said Section 17; thence along said North line, S89° 30' 05"E, a distance of 1785.07 feet to a point on the Easterly Right-of-Way line for Wagon Court; thence departing said North line and along said Easterly Right-of-Way line, S00° 38' 28"E, a distance of 48.01 feet to the North line of the South 20.00 feet of said Section 17; thence along said North line, S89° 30' 05"E, a distance of 2660.69 feet to the East line of said said Section 17; thence S89° 36' 17"E, along the North line of the South 20.00 feet of the Southwest 1/4 of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, a distance of 968.08 feet; thence departing said North line, S00°23'42"W a distance of 20.00 feet to the Point of Beginning.

Said parcel contains 17.80 acres, more or less.

V-SURV-CWRW-NOC.DWG



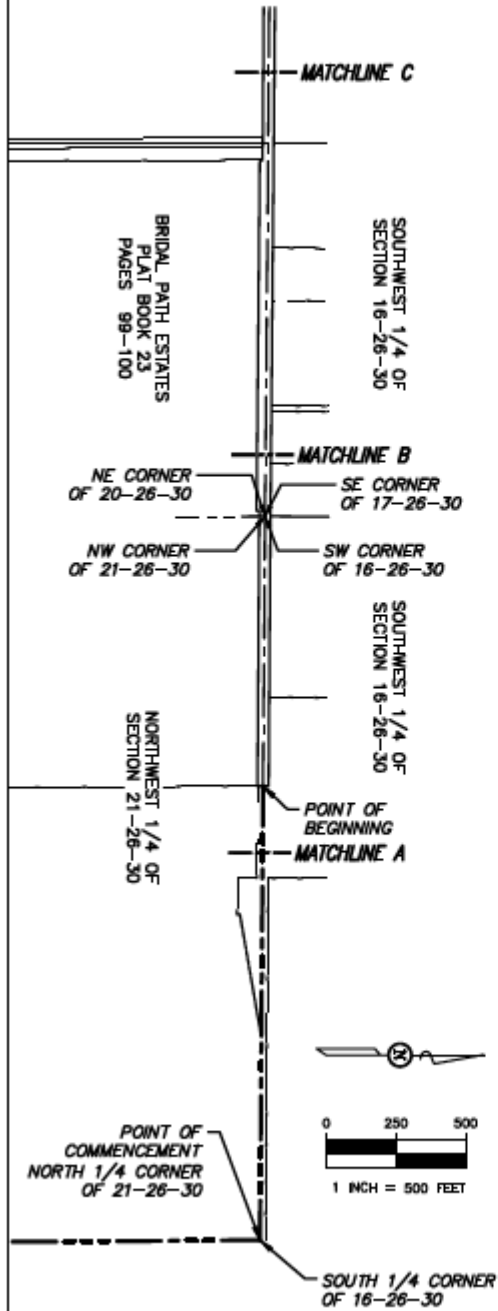
Engineering
& Design

Doing Business as **COLLIERS**
ORLANDO
1101 North Lake Oakley Road,
Suite 415
Maitland, FL 32751
Phone: 321.651.9433
www.colliersengineering.com

SHEET 2 OF 6

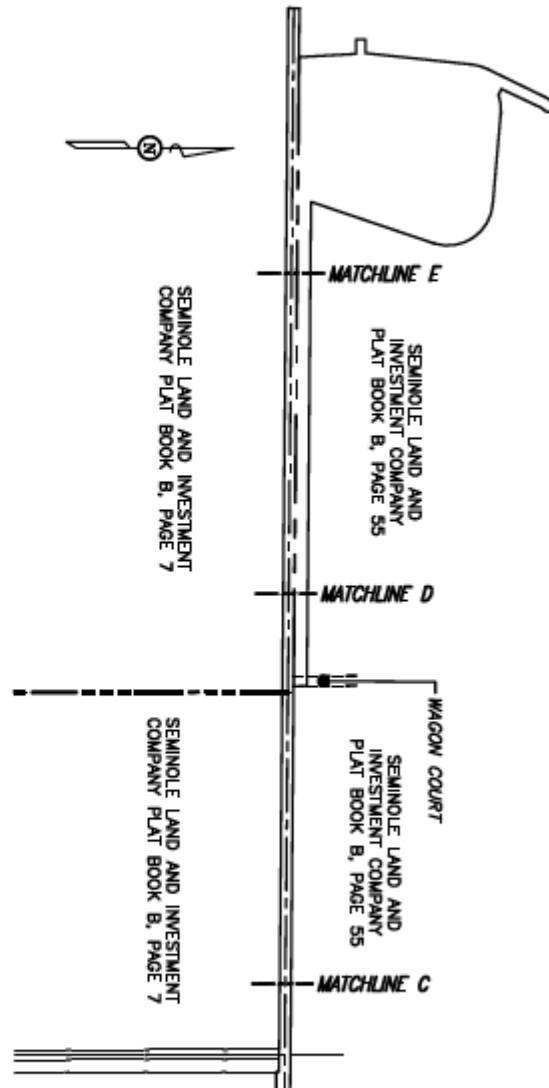
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



V-SURV-CWRW-NOC.DWG

KEY MAP



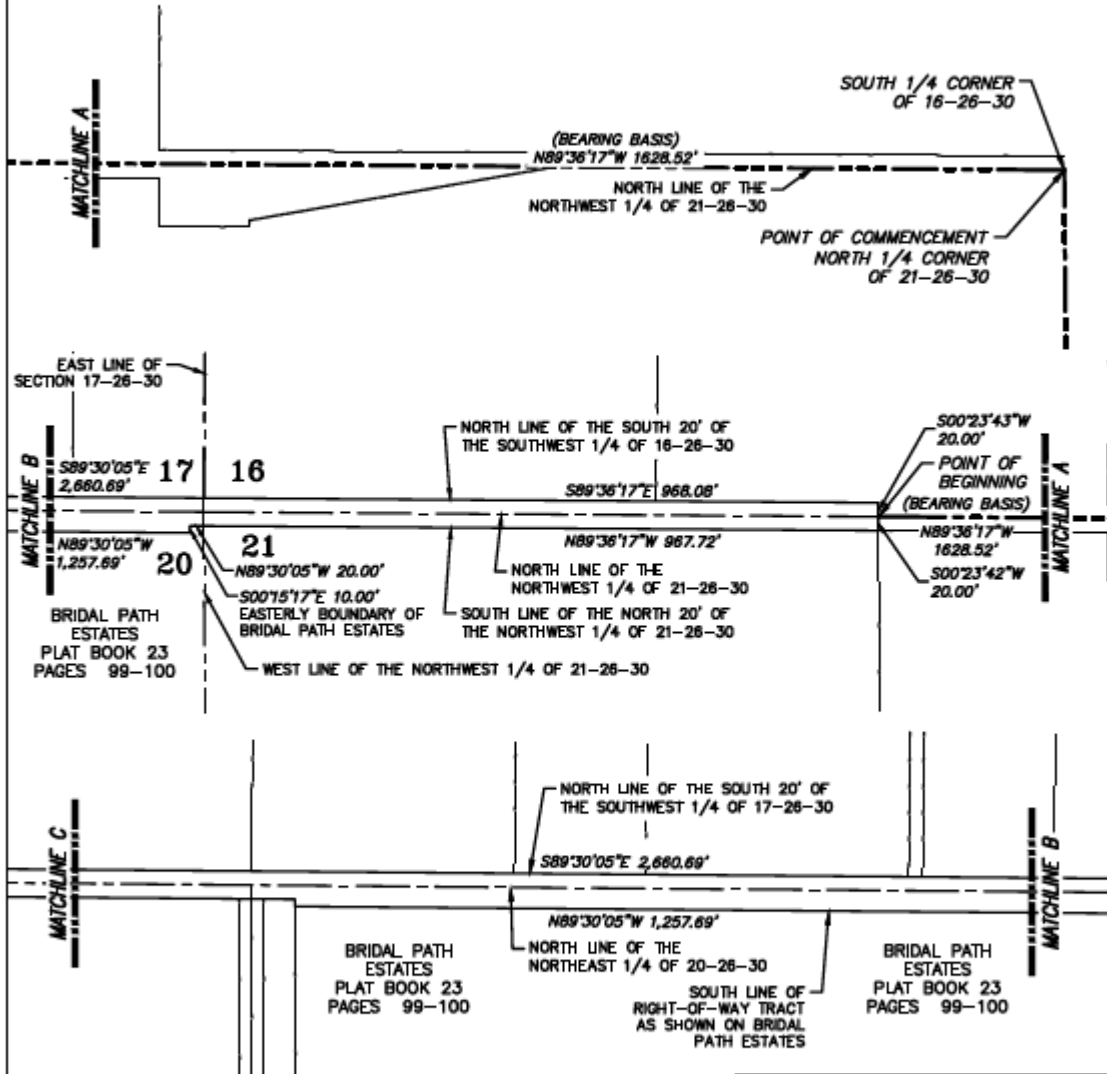
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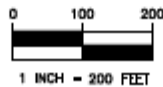
SHEET 3 OF 6

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK



Doing Business as **COLLIER**
OSLANDO
1151 North Lake Destiny Road,
Suite 415
Maitland, FL 32751
Phone: 321-421-9400
www.collierengineering.com

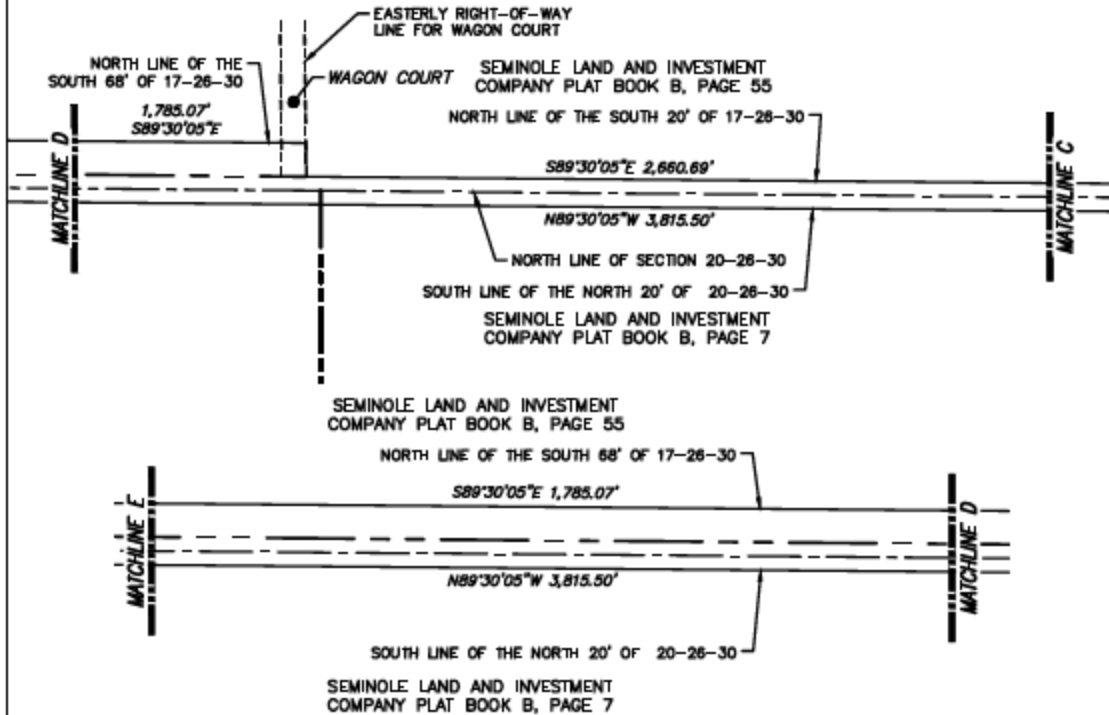
Engineering
& Design

SHEET 4 OF 8

V-SURV-CWRW-NOC.DWG

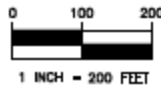
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



LEGEND:

O.R.B. OFFICIAL RECORDS BOOK
 P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
 LB LICENSED BUSINESS
 R/W RIGHT-OF-WAY
 P.B. PLAT BOOK



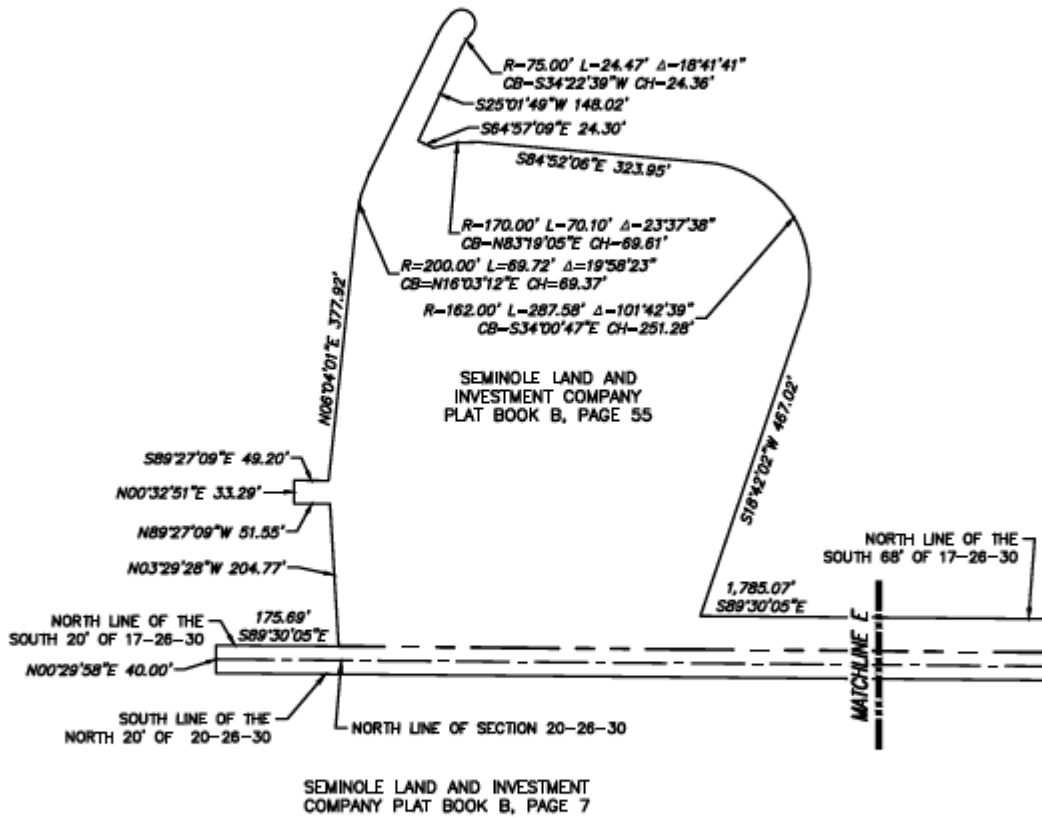
Engineering
& Design

Doing Business as **SMARR**
OSLANDO
 1121 North Lake Country Road,
 Suite 415
 Marietta, Pa. 32770
 Phone: 321.451.9225
www.colliersengineering.com

SHEET 5 OF 6

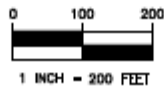
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



LEGEND:

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- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK



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 Maitland, FL 32751
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www.colliersengineering.com

V-SURV-CWRW-NOC.DWG

SHEET 6 OF 6

EXHIBIT B: PAYMENT BOND

Bond No. 54-248097
Executed in 3 Counterparts

Performance Bond

CONTRACTOR:

(Name, legal status and address)
Southern Development & Construction, Inc.
2544 Connection Point
Oviedo, FL 32765

407-977-9898

OWNER:

(Name, legal status and address)
Edgewater East Community Development District

8 Broadway, Suite 104
Kissimmee, FL 34741,

561-571-0010

CONSTRUCTION CONTRACT

Date:

Amount: \$6,194,700.00

Description: Clay Whaley Road Phase 1 Roadway Reconstruction and Utility
(Name and location) Infrastructure - Edgewater East CDD, Florida

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$6,194,700.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Southern Development & Construction, Inc.

SURETY

Company: *(Corporate Seal)*
United Fire & Casualty Company

Signature: 

Name THOMAS MENENDEZ

and Title: PRESIDENT

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name Gloria A. Richards

and Title: Attorney-in-Fact & Florida Licensed Resident Agent

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Florida Surety Bonds, Inc.
620 N. Wymore Rd. Suite 200
Maitland, FL 32751
407-766-7770

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



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2

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



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3

§ 16 Modifications to this bond are as follows:

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



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4

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Southern Development & Construction, Inc.

2544 Connection Point

Oviedo, FL 32765

407-977-9898

OWNER:

(Name, legal status and address)

Edgewater East Community Development District

8 Broadway, Suite 104

Kissimmee, FL 34741,

561-571-0010

CONSTRUCTION CONTRACT

Date:

Amount: \$6,194,700.00

Description:

(Name and location) Clay Whaley Road Phase 1 Roadway Reconstruction and Utility Infrastructure - Edgewater East CDD, Florida

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$6,194,700.00

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Southern Development & Construction, Inc.

(Corporate Seal)

Signature:

Name THOMAS MCANULTA

and Title: PRESIDENT

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

United Fire & Casualty Company

(Corporate Seal)

Signature:

Name Gloria A. Richards

and Title: Attorney-in-Fact & Florida Licensed Resident Agent

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Florida Surety Bonds, Inc.

620 N. Wymore Rd. Suite 200

Maitland, FL 32751

407-786-7770

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2. have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



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§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____	Company: _____
<i>(Corporate Seal)</i>	<i>(Corporate Seal)</i>

Signature: _____	Signature: _____
Name and Title:	Name and Title:
Address:	Address:



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 13th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

13th day of July, 2021

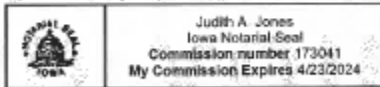


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 13th day of July, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20____.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0045 122017

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UNITED FIRE & CASUALTY COMPANY
 118 2nd Ave SE, PO Box 73909, Cedar Rapids, Iowa 52407-3909
 (A Stock Company)

MULTIPLE OBLIGEE RIDER Executed in 3 Counterparts
 Bond Number: 54-248097

WHEREAS, on or about the _____ day of _____, Southern Development & Construction, Inc. ("Principal"), entered into a written agreement with Edgewater East Community Development District ("Obligee"), for the Clay Whale Road Phase 1 Roadway Reconstruction and Utility Infrastructure - Edgewater East CDD, Florida (the "Agreement"); and

WHEREAS, the Principal and UNITED FIRE & CASUALTY COMPANY ("Surety") made, executed, and delivered to said Obligee their joint and several Performance Bond in the penal sum of \$6,194,700.00 (the "Penal Sum"), dated _____ (the "Bond").

NOW, THEREFORE, in consideration of other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The Bond aforesaid shall be and it is hereby amended as follows:

1. The name of "City of St. Cloud,*" shall be added to said Bond as an "Additional Obligee."
2. The Principal and Surety shall not be liable under the Bond to the Additional Obligee, unless Obligee and/or said Additional Obligee shall make payments to the Principal in accordance with the terms of the Prime Contract and/or Agreement, or to Surety if Surety performs under the terms of the Bond and/or applicable law, and in the event the Additional Obligee terminates the Prime Contract with the Obligee, the Additional Obligee shall perform all obligations required to be performed under the Prime Contract and Agreement in accordance with the terms of said contracts.
3. The aggregate liability of the Surety under the Bond to the Obligee and/or Additional Obligee, jointly or severally, as their interest may appear, is limited to the Penal Sum of the Bond.
4. Except as herein modified, said Bond shall be and remain in full force and effect.

SIGNED, SEALED, and DATED THIS 14th day of October, 2022.

Southern Development & Construction, Inc.

By: [Signature] (Seal)
 Title: President

United Fire & Casualty Company

By: [Signature] (Seal)
 Title: Gloria A. Richards, Attorney-In-Fact & FL Licensed Resident Agent, 407-786-7770

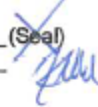
* Osceola County and Toho Water Authority

{00436312v. (16075.00002)}

Edgewater East Community Development District

By:  _____ (Seal)

Title: vice chair _____



{00436312v. (16075.00002)}



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
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Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas, and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 13th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of July, 2021

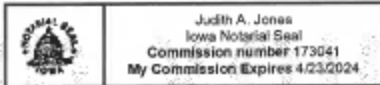


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 13th day of July, 2021, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereto subscribed my name and affixed the corporate seal of the said Corporations this 14th day of October, 2021.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0045 122017

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EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7B

Upon recording, this instrument should be returned to:

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement Agreement”) is made and entered into to be effective the ___ day of November 2022 (the “**Effective Date**”), and by and between:

Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as **Edgewater Property Florida Holdings, LLC**, with a mailing address of 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 (“**Landowner**” or “**Grantor**”); and

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 (“**District**” or “**Grantee**,” and together with the Grantor, the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Osceola County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Easement Area**”); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a construction, access and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (“**Improvements**”) set forth in the Grantee’s Engineer’s Report described in **Exhibit “B”** attached hereto and incorporated herein by this reference, and

the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantee an easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements (“**Easement**”). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee’s use of the Easement Area. The Easement shall terminate automatically, without the recording of any additional instrument, with respect to any lands comprising a portion of the Easement Area which are (1) platted as residential lots, or (2) conveyed to the District.

3. DAMAGE. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. INSURANCE. Grantee shall carry insurance complying with the provisions of **Exhibit B-1** attached hereto. Grantee shall contractually require all contractors, sub-contractors, employees or materialmen performing work for Grantee on the Easement Area shall at all times maintain insurance at least in the amounts and with the requirements set forth in **Exhibit B-2** attached hereto.

Grantee shall contractually require any contractors, sub-contractors, employees or materialmen to provide the District with a certificate or certificates of insurance evidencing compliance with the requirements of **Exhibit B-2**. Grantee shall provide an insurance certificate evidencing compliance with this section to the Grantor prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen in the Easement Area.

5. INDEMNITY. To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the District by law, Grantee shall, and shall contractually cause Grantee’s contractors, sub-contractors, and employees (which contractual indemnity obligation shall, as to such contractors, sub-contractors, and

employees, not be limited by sovereign immunity) to indemnify and hold harmless Grantor, and its direct and indirect members, affiliates, agents, employees, staff, contractors, subcontractors, officers, directors, and representatives and their respective successors and assigns (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to Grantee’s contractors and sub-contractors), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of, property.

6. SOVEREIGN IMMUNITY. Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantee’s limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. LIENS. Grantee shall not permit (and shall cause to be cured and removed from Grantor’s title within thirty (30) days) any construction or mechanic’s lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. EXERCISE OF RIGHTS. The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereof. Grantee and its contractors (including, but not limited to subcontractors, employees and materialmen) shall not discharge, or permit the discharge, into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with the day-to-day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor’s rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

10. ENFORCEMENT. In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

B. If to Landowner: Edgewater Property Holdings, LLC,
doing business in Florida as
Edgewater Property Florida Holdings, LLC
401 E. Las Olas Boulevard, Suite 1870
Ft. Lauderdale, Florida 33301
Attn: Kevin Mays

With a copy to: Edgewater Property Holdings, LLC,
doing business in Florida as
Edgewater Property Florida Holdings, LLC

300 Atlantic Street, Suite 1110
Stamford, CT 06901
Attn: Marc Porosoff

And with a copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: Michael Ryan

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

12. THIRD PARTIES. This Easement 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 Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. ASSIGNMENT. Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.

14. CONTROLLING LAW; VENUE. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Osceola County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

15. PUBLIC RECORDS. All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

17. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. AUTHORIZATION. The execution of this Easement Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

20. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

21. EXCULPATION. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any party hereto shall have any liability under this Agreement.

22. COUNTERPARTS. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

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 November 2022, by the Chairperson/Vice Chairperson of the Edgewater East Community Development District, on behalf of District. He is personally known to me or has produced _____ as identification.

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

{Notary Seal}

Signed, sealed and delivered
in the presence of:

Edgewater Property Holdings, LLC,
a Delaware limited liability company,
doing business in Florida as
Edgewater Property Florida Holdings,
LLC

Print Name _____

By: _____
Name: _____
Title: _____

Print Name: _____

By: _____
Name: _____
Title: _____

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of November 2022, by _____, as _____ of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of November 2022, by _____, as _____ of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

Exhibit A – Legal Description

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

Legal Description:

That portion of the South 1/2 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 17, Township 26 south, Range 30 East, Osceola County, Florida and run N89°30'05"W, along the South line thereof, a distance of 2695.87 feet; thence departing said South line, N00°29'55"E, a distance of 20.00 feet to a point on the North line of South 20 feet of the South 1/2 of said Section 17 and the Point of Beginning; thence N89°30'05"W, along said North line a distance of 2221.34 feet; thence departing said North line, N03° 29' 28"W, a distance of 204.77 feet; thence N89° 27' 09"W, a distance of 51.55 feet; thence N00° 32' 51"E, a distance of 33.29 feet; thence S89° 27' 09"E, a distance of 49.20 feet; thence N06° 04' 01"E, a distance of 377.92 feet to the point of curvature of a curve to the right, having a radius of 200.00 feet and a central angle of 19° 58' 23"; thence along the arc of said curve a distance of 69.72 feet to the point of tangency; thence N26° 02' 24"E, a distance of 220.37 feet to the point of curvature of a curve to the right, having a radius of 115.00 feet and a central angle of 17° 41' 08"; thence along the arc of said curve a distance of 35.50 feet to the point of compound curvature of a curve to the right, having a radius of 20.00 feet and a central angle of 180° 00' 00"; thence along the arc of said curve a distance of 62.83 feet to the point of reverse curvature of a curve to the left, having a radius of 75.00 feet and a central angle of 18° 41' 41"; thence along the arc of said curve a distance of 24.47 feet to the point of tangency; thence S25° 01' 49"W, a distance of 148.02 feet; thence S64° 57' 09"E, a distance of 24.30 feet to the cusp of a curve concave Southerly, having a radius of 170.00 feet, a central angle of 23° 37' 38" and a chord bearing and distance of N83° 19' 05"E, 69.61 feet; thence along the arc of said curve a distance of 70.10 feet to the point of tangency; thence S84° 52' 06"E, a distance of 323.95 feet to the point of curvature of a curve to the right, having a radius of 162.00 feet and a central angle of 101° 42' 39"; thence along the arc of said curve a distance of 287.58 feet to the point of tangency; thence S18° 42' 02"W, a distance of 467.02 feet to the North line of the South 68.00 feet of said Section 17; thence along said North line, S89° 30' 05"E, a distance of 1750.06 feet to a point on the Westerly Right-of-Way line for Wagon Court; thence departing said North line and along said Westerly Right-of-Way line, S00° 38' 28"E, a distance of 48.01 feet to the Point of Beginning.

Containing 11.91 Acres, more or less.

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the South line of Section 17, Township 26 South, Range 30 East Osceola County, Florida as being N89°30'05"W.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Colliers Engineering & Design, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description written by this firm.
5. Stationing shown is approximate and based upon preliminary construction drawings. The Stations displayed are intended to be used as a reference. Stationing shown is not to be used for construction purposes.
6. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

 Brian Hefner

Digitally signed by
Brian Hefner
Date: 2022.11.02
09:46:51 -04'00'

10/24/22

DATE

BRIAN K. HEFNER, P.S.M.
COLLIERS ENGINEERING & DESIGN, INC
D.B.A. MASER CONSULTING

FLORIDA REGISTRATION No. 5370
FLORIDA REGISTRATION No. LB 7388

V-SURV-CWRW-CDD.DWG



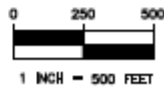
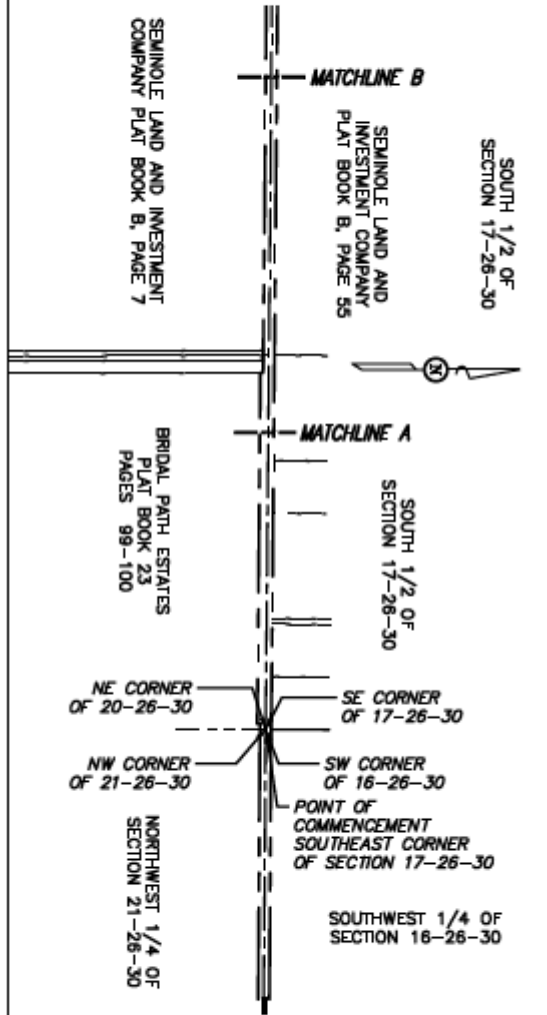
Engineering
& Design

Doing Business as 
ORLANDO
1101 South Lake Destiny Road
Suite 210
Maitland, FL 32751
Phone: 321.421.9825
www.colliersengineering.com

SHEET 1 OF 4

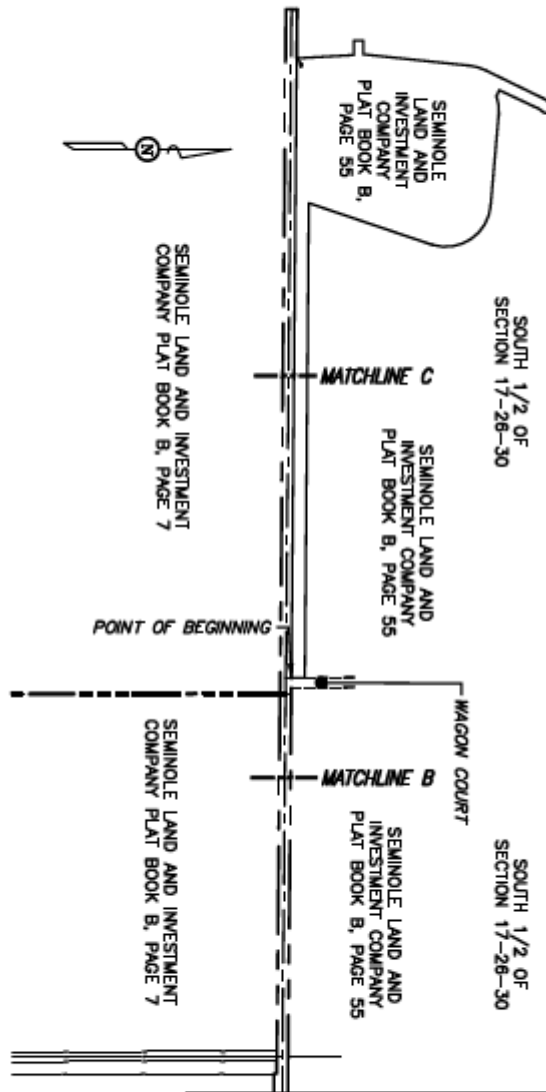
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



V-SURV-CWRW-CDD.DWG

KEY MAP

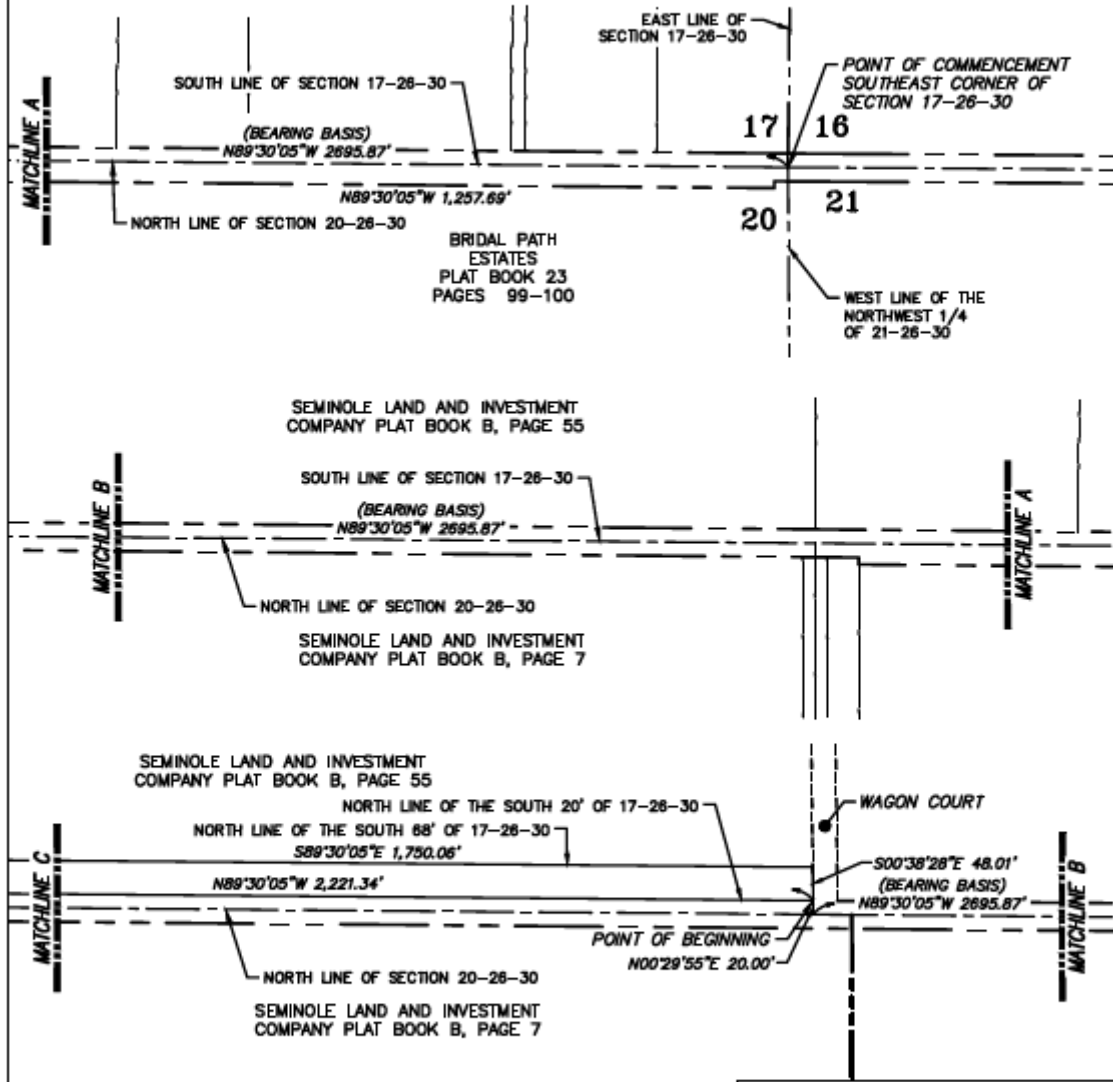


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 1101 North Lake Destiny Road,
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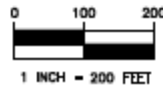
SHEET 2 OF 4

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK



V-SURV-CWRW-CDD.DWG



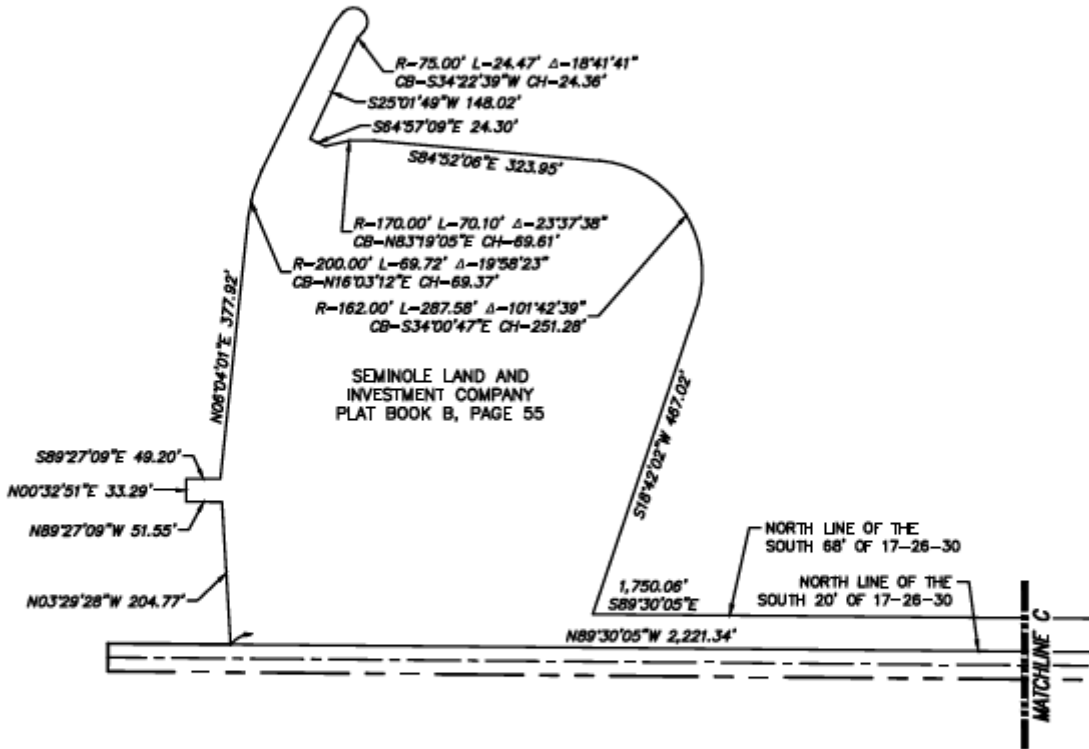
Engineering & Design

Doing Business as **COLLIERS**
OSLANDO
 1101 North Lake Country Road,
 Suite 415
 Maitland, FL 32751
 Phone: 321.621.1422
www.colliersengineering.com

SHEET 3 OF 4

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

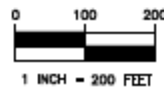


SEMINOLE LAND AND INVESTMENT
COMPANY PLAT BOOK B, PAGE 7

LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK

V-SURV-CWRW-CDD.DWG



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ISLANDO
1101 North Lake Country Road,
Suite 415
Maitland, FL 32751
Phone: 321.421.1600
www.colliersengineering.com

SHEET 4 OF 4

EXHIBIT B-1
GRANTEE'S INSURANCE REQUIREMENTS

1. Grantee shall obtain and maintain the following insurance: (a) Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, and \$1,000,000 personal and advertising injury, and \$1,000,000 product-completed operations aggregate which shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement. The required limits may be achieved via a combination of primary, umbrella and/or excess liability policies provided that such umbrella and/or excess liability policies provide coverage no more restrictive than the underlying insurance; (b) to the extent the District has employees, workers' compensation insurance with statutory limits, including employers' liability insurance with minimum liability limits of \$1,000,000 bodily injury (each accident), \$1,000,000 bodily injury by disease (each employee), and \$1,000,000 bodily injury by disease (policy limit); and (c) to the extent the District utilizes owned, non-owned, and hired automobiles, automobile liability insurance covering any auto (including, as applicable, owned, non-owned and hired) in an amount of not less than \$1,000,000 combined single limit per accident.

2. Additional Insurance Requirements. Grantee shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, Grantee will file with Grantor certificates of insurance and Grantor requested endorsements, if applicable, 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 Grantor, or failure of Grantee to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert Grantee's obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Grantee shall provide Grantor with evidence of renewal insurance in form as acceptable to Grantor.

(b) Within ten (10) days of Grantor's written request, Grantee shall furnish to Grantor copies of the required insurance policies and endorsements to the extent the same are available.

(c) All insurance required herein this Exhibit B-1 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Grantor; and (ii) contain deductibles not greater than \$10,000 absent written approval from Grantor, and Grantee shall be solely responsible for any deductible and or self-insured retention payments; (iii) by a company or companies licensed to do business in the State of Florida and satisfactory to Grantor; and (iv) provide that defense costs shall be outside the policy coverage limits. Grantee's failure to maintain the insurance required herein may, at the election of Grantor in its sole discretion, be deemed a material breach of the Agreement.

EXHIBIT B-2
CONTRACTOR, SUBCONTRACTOR, CONSULTANT, MATERIALMEN
AND VENDOR INSURANCE REQUIREMENTS

Prior to the commencement or performance of any work or services related to the Project, Grantee shall cause each contractor, consultant, materialman and vendor (as used herein, each is a “Contractor”) to procure and maintain throughout the term and thereafter as required herein, at their sole cost and expense, the insurance specified in this Exhibit B-2.

A. Additional Insureds. The following (collectively, the “**Additional Insureds**”) must be included as additional insureds under Contractor’s applicable insurance policies, on a primary and noncontributory basis: Edgewater East Community Development District; Edgewater Property Holdings, LLC, dba Edgewater Property Florida Holdings, LLC; Edgewater Property Florida Holdings II, LLC; Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees.

B. Required Coverages. Contractor shall maintain the following minimum insurance with respect to the work or services performed without interruption from the date of this Agreement through Final Completion, at any time thereafter when Contractor enters the worksite to perform corrective Work, and during any additional periods specified in this Agreement:

1. *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:
 - a. has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate;
 - b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor’s indemnity obligations under any applicable agreement;
 - c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (*e.g.*, if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);
 - d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (*e.g.*, a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and
 - e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that

make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

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

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

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

4. *Commercial excess or umbrella liability insurance* with respect to Contractor’s CGL, automobile, and employers liability insurance, with limits of no less than (1) for subcontractors, vendors and materialmen, \$2,000,000 per occurrence and in the annual aggregate, and (2) for general contractors, \$5,000,000 per occurrence and in the annual aggregate. This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor’s CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this provision is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.

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

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

C. Insurance Requirements. Required Insurance must, unless otherwise agreed in writing, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the work, will be borne solely by Contractor, and Contractor shall reimburse Grantee for amounts paid by Grantee or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and others for damage occurring on or after the date on

which the applicable agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-group members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$10,000 (or \$50,000 for professional liability) except with prior written approval.

D. Evidence of Insurance. Contractor shall provide to Grantee a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the work; (b) upon renewal or replacement of each required policy of insurance; and (c) upon Grantee's written request. Contractor shall require Required Insurance policies to provide Grantee with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that Grantee is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Grantee's failure to require Contractor to provide evidence of Required Insurance, or Owner's acceptance of evidence that indicates insurance that fails to satisfy any requirements herein, will not constitute a waiver of these requirements.

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

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8A

EDGEWATER ED4 - RFCO #11 Liftstation Plan Changes

Rev 1



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: (407) 870-0066

Email: Jackson Nealis@jr-davis.com

Quote To: Kevin Kramer
 Company: BTI Partners
 Phone: (321) 422-9294
 Email: kkramer@btipartners.com

Proposal Date: 11/1/2022
 Date of Plans:
 Revision Date:
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SANITARY SEWER LIFT STATION				
2051	75' AMI Tower LS#1 Deduct	1.00	LS	-157,600.00	-157,600.00
2098	Lift Station #2 Plan Changes TWA to CoSC	1.00	LS	15,654.25	15,654.25
2099	Lift Station #2 HDPE Spools	1.00	LS	8,696.81	8,696.81
5000	Partial Fuel Adjustment	1.00	LS	132,248.94	132,248.94
GRAND TOTAL					\$-1,000.00

NOTES:

RFCO #11 is for all Liftstation changes as of 11/1/2022.

AMI Tower Deduct: AMI tower at Liftstation #1 was eliminated so it is being deducted from the contract.

LS #2 Plan Changes from TWA to CoSC: The plans used a TWA spec for LS #2 and changes had to be made to it to meet CoSC spec.

LS #2 HDPE Spool: Due to issues with the TWA to CoSC spec, the DIP spools had an excessive lead time so HDPE Spool were ordered for either temporary or permient use so the valve assembly could be constructed as soon as possilbe

Partial Fuel Adjustment: Billing for \$132,248.94 of the \$274,251.03 fuel adjustment. \$143,002.09 is the remaining balance for the fuel adjustment.



CUC1225283
P.O. Box 740179
Orange City, FL 32774-0179
Phone: 407-575-0893
Fax: 386-774-0010

May 20, 2022

Jason Torres
Jr. Davis Construction Company, Inc.
210 Hanger Blvd.
Kissimmee, FL 34741

Re: Edgewater ED4 LS2, City of St. Cloud

Dear Jason Torres,

Unfortunately we must provide this **CHANGE ORDER** due to Electrical changes for the Central Florida Liftstations, Inc. SCOPE OF WORK, for the project stated above. We propose to furnish and install all necessary materials, labor and equipment for the completion of the installation of lift station for this project. All labor and materials are guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted, and completed in a substantial workman-like manner. Proposal is based on providing merit shop craftsmen working a 40-hour work week, Monday through Friday between the hours of 8:00 AM to 4:00 PM.

SCOPE OF WORK

Central Florida Liftstations, Inc. proposes to complete the following scope of work:

-Job bid per plans and specifications provided to us by your office and as they pertain to this scope of work.

- In the event of a conflict or ambiguity between the plans, specifications or other documents relating to Central Florida Liftstations' obligations under this proposal, this proposal shall take precedence and be controlling, as follows:

- To install only:
 - 40hp 480/3 duplex 6" pumps and settables
 - 40hp 480/3 duplex control panel
 - Mixer with bracket.
- To furnish and install:
 - Duplex 12" discharge piping and valves terminating at the 12" MJ 45 below grade, pump out connection and above ground 8" pump out included. **Piping in wet well is DR-11 DIPS HDPE, all other piping is ductile iron P401 lined.**
 - 6" HDPE vent with cap.

- 24" drop assembly in wet well.
 - 8- 12" 316SS wall supports in wet well.
 - 12" Pig port w/ 2" valve and piping
 - 1- 12" Mag meter (valve vault and lid by others)
 - 1 – Pressure gauge with SS hardware.
 - 9 - 316SS pipe stands for above ground piping assembly.
 - 4" Transducer birdcage w/ bracket
 - 3- 4" ARV w/ 2" SCH80 PVC drain to wet well.
 - Concrete for wet well fillet.
 - 1 - Concrete post, hose hanger, and hose for water service. (per St. Cloud detail)
 - Rack with aluminum post with SS strut rack and meter can, SS panelboard, pipe and wire on rack and to wet well.
 - Up to 100' service run for 200a 480 volt.
 - Light pole per St. Cloud spec.
 - Thompson 8JSCE-DJDS-68H-ZC, concrete pad, crane to set unit, 1-day technician for startup/training, and 1-fuel fill. (Design conditions: 1200GPM @ 203'TDH)
 - 8" Suction and 8" discharge piping (DR-11 HDPE) for bypass pump.
 - Biorem SK600 odor control system. Includes concrete pad, 8" air suction line per sheet 121B, 2" drain line, electrical, and water connections.
- Provide top slab layout drawings for wet well.
 - Core all holes for piping discharge and electrical conduit in field.
 - AMI Tower
 - R450 Neptune data collector with Omni antenna, coax antenna cable, and power supply.
 - 20a 120v circuit for AMI equipment.
 - Concrete and rebar for (1) tower foundation.
 - (1) 75' self-support tower with step bolts (Solid leg)
 - REV G TIA grounding
 - (1) safety device
 - Items associated with installation of self-support tower.
 - Geotech reports for soil.
 - Core samples. If there are any site issues that prevent drilling additional costs will be incurred.

NOTE:

- A 25' x 25' area is required for pole installation.
- Minimum vertical and horizontal clearance from secondary power lines is 15', 50' from primary lines, 100' from transmission lines.
- All landscaping, fencing, and concrete removal and reinstallation is not included. Any materials needed to be removed for installation will be additional costs.
- Building permit is obtained by CFL's subcontractor.
- Site to be submitted to FAA for review. If lighting is required there will be additional cost.
- All zoning and FCC to be determined by City of St. Cloud.

- Contractor to remove 2 sides of existing fence for access to site. (If Needed)

PRICE FOR THIS WORK PER SPECIFICATIONS

ELECTRICAL CHANGE (WIRE QUADPLEX STATION): \$ 20,000.00

MAG METER DEDUCT (NOT REQUIRED BY CITY): \$-6,500.00

TOTAL: \$13,500.00

Electrical Change:

Original quoted plans were for a duplex 100A station, plans were then changed to a quadplex 300A station. Additional material needed

Total = \$20,000.00

Please see original notes below in our clarifications.

Any changes may affect pricing.
Additional work will be billed separately.
Full payment will be due upon completion.
One startup trip.

CLARIFICATIONS & EXCLUSIONS

- Wet well to be supplied, installed, and clean prior to piping by site contractor.
- 75' AMI Tower quoted as requested per Sheet 120.
- Sheet 121B shows only 2 of the 4 risers to be currently installed. The other 2 piping assemblies will start at the 12" gate valve w/ blind flange.
- Electrical is per duplex 40hp. If the service is to be upsized for future, electrical drawings would need to be provided.
- **Plans show future generator. This is not included in this proposal. The City of St. Cloud has recently switched from generators to bypass pumps. An adder is included in this proposal.**

Items Excluded from This Proposal

1. Water, Water Meters, Water Fees, water service and connection to force main.
2. Pumps, panel, rock, fence & driveway.
3. Payment Bond & Material and Labor Performance Bond are not included.
4. No well pointing, sheet piling, dig boxes or dewatering.

We trust that you will find this proposal to be both attractive and responsive to your needs. If you should have any questions or comments please contact myself at (386) 956-9718 or email me at Doug@CFLiftstations.com.

Respectfully yours,

Doug Ruscitti
Central Florida Liftstations, Inc.

ACCEPTANCE.

This Proposal is in effect for 90 days from the date noted above. We reserve the right to resubmit, amend and or withdraw this proposal based upon our review of the final working construction drawings.

To authorize the work, please sign below and return the signed copy to us. When authorized, we will begin work as soon as weather and previous commitments permit, and/or when a mutually acceptable time is established.

Acceptance of this proposal indicates the costs stated in this proposal, specifications, and conditions are satisfactory and are hereby accepted. Payment will be per terms listed above.

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. CFL HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED AND WET WELL IS SET SO CFL CAN MEASURE THE STATION INORDER TO ORDER MATERIAL, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

Authorized Signature: _____

Date: _____

Jackson Nealis

From: Chris Fisher <chris@cfliftstations.com>
Sent: Monday, October 3, 2022 9:30 AM
To: Jackson Nealis
Cc: Scott Gingerich
Subject: RE: Edgewater ED4 Projects

Jackson,

10-4 I will get these materials ordered each spool will be \$2500 so the total will be \$7500.

Thank You,

Christopher N. Fisher
Project Manager
Central Florida Liftstations, Inc.
P.O. Box 740179
Orange City, FL 32774
Cell: 386-956-8065



Jackson Nealis

From: Chris Fisher <chris@cfliftstations.com>
Sent: Wednesday, November 16, 2022 4:19 PM
To: Jackson Nealis
Cc: Scott Gingerich
Subject: Edgewater HDPE

Good Afternoon Jackson,

Currently we have no projects on the books or bid that we could reuse these materials. This material was brought in specifically for this project. If the developer would like we can turn these materials over to them at start up. But we currently cannot issue a credit for the HDPE materials. I will bring them back to the shop so they are out of the way on site please let me know if he wants these brought to them at startup.

Thank You,

Christopher N. Fisher
Project Manager
Central Florida Liftstations, Inc.
P.O. Box 740179
Orange City, FL 32774
Cell: 386-956-8065



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EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8B

EDGEWATER ED4 - RFCO #12 - Hydra Services ODP Deduct



JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Jackson Nealis
Phone: (407) 870-0066
Email: Jackson Nealis@jr-davis.com

Quote To: Kevin Kramer
Company: BTI Partners
Phone: (321) 422-9294
Email: kkramer@btipartners.com

Proposal Date: 11/7/2022
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SANITARY SEWER LIFT STATION				
5100	ODP Hydra Services LS-1 Credit	1.00	LS	-148,850.00	-148,850.00
5110	ODP Hydra Services LS-2 Credit	1.00	LS	-238,878.00	-238,878.00
5120	ODP Hydra Services Total Tax Credit	1.00	LS	-23,263.68	-23,263.68
GRAND TOTAL					\$-410,991.68

NOTES:

RFCO #12 is for the ODP Deducts from Hydra Services PO.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8C

Edgewater ED4 - RFCO #13 - KPR Hydrant Relocation Rev-1



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: (407) 870-0066

Email: Jackson.Nealis@jr-davis.com

Quote To: Kevin Kramer
Company: BTI Partners
Phone: (321) 422-9294
Email: kkramer@btipartners.com

Proposal Date: 10/17/2022
Date of Plans: 8/13/2021 (Various)
Revision Date: 11/18/21
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6510	Existing Hydrant Relocation	1.00	LS	2,414.38	2,414.38
GRAND TOTAL					\$2,414.38

NOTES:

1. Proposal is based on all dewatering being discharged offsite.
2. Proposal scope is to install 1 three foot riser on one of the existing KPR fire hydrants



FEL-ORLANDO WATERWORKS #126
 801 THORPE ROAD
 ORLANDO, FL 32824-8016

Phone: 407-859-7473
 Fax: 407-859-9561

Deliver To: JUNIOR
 From: 0
 Comments:

11:50:19 NOV 01 2022

Page 1 of 1

FEL-ORLANDO WATERWORKS #126
 Order Confirmation
 Phone: 407-859-7473
 Fax: 407-859-9561

Order No: 1966985
 Order Date: 11/01/22
 Writer: NP

Req Date: 11/04/22

Ship Via: COUNTER PICK-UP
 Terms: 2% 10TH NET 30TH

Sold To: JR DAVIS CONST CO INC
 210 HANGAR RD
 2074 EDGEWATER EAST
 KISSIMMEE, FL 34741

Ship To: CUSTOMER PICK-UP

Cust PO#: 2074-AUSTEN

Job Name: 2074 EDGEWATER EAST

Item	Description	Quantity	Net Price	UM	Total
AFCMK7336	36 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	1275.000	EA	1275.00
Net Total:					\$1275.00
Tax:					\$76.50
Freight:					\$0.00
Total:					\$1351.50

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection. COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8D

Edgewater ED4 - RFCO# 14 - KPR Change in Scope Rev 2



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Jackson Nealis

Phone: 407-319-6970

Email: Jackson.Nealis@jr-davis.com

Quote To: Kevin Kramer
 Company: BTI Partners
 Phone: (321) 422-9294
 Email: kkramer@btipartners.com

Proposal Date: 11/18/2022
 Date of Plans: 8/13/2021 (Various)
 Revision Date: 11/21/21
 Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6451	KPR: Original Demo and Construct Surety Deduct	1.00	LS	-1,418.60	-1,418.60
6452	KPR: Profile Mill/Overbuild Layout & Asbuilts	1.00	LS	4,418.60	4,418.60
6458	KPR: Added Fine Grade ROW	7,051.49	SY	4.65	32,789.43
6460	KPR: Added Bahia Sod ROW	7,051.49	SY	2.80	19,744.17
6480	KPR: 12" Stabilized Subgrade - LBR40 Deduct	2,773.00	SY	-9.50	-26,343.50
6482	KPR: 7" Limerock Base Deduct	2,333.00	SY	-16.05	-37,444.65
6483	KPR: 2" Added Limerock Base	4,222.00	SY	7.75	32,720.50
6485	KPR: Overbuild - Leveling Course	100.00	TN	110.00	11,000.00
6490	KPR: Type F Curb Deduct	340.00	LF	-18.95	-6,443.00
6491	KPR: Added Vally Gutter	404.00	LF	45.00	18,180.00
6492	CO6D: Added 5' Sidewalk (4")	33.53	SY	42.26	1,416.98
6496	KPR: Demo Asphalt Paving Deduct	2,333.00	SY	-5.45	-12,714.85
6497	KPR: Profile Mill	1.00	LS	14,725.00	14,725.00
6500	KPR: Sidewalk ADA Ramps Deducts	10.00	EA	-1,610.00	-16,100.00
6501	KPR: Added Signage	6.00	EA	190.00	1,140.00

GRAND TOTAL

\$35,670.08

NOTES:

Edgewater ED4 RFCO #14 KPR Changes in Scope is for all changes to the original scope of work for KPR

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9A



Potential Change Item
No. 00004

Title: Bio-swale Grading

Date: Oct 26, 2022

Project: Edgewater Cross Prairie Pkwy

Job: 151566

Attn: Ernesto Torres

Wrathell, Hunt & Associates, LLC

2300 Glades Road, Suite 410W Boca

Raton, Florida 33431

Phone:

Description Of Estimate:

Provide labor to re-grade entire bio-swale along Cross Prairie Road. Brightview will provide equipment usage at no cost.

Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Labor	1.00	LS	24,748.00	\$24,748.00
2	Equipment - NO CHARGE	1.00	LS	0.00	\$0.00
				Total :	\$24,748.00

Estimated Time Extension 0 Days

This estimate will remain in effect for 15 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request.

Notes:

- This work will not be done until approved and written change order is issued.
- A signature below authorizes us to proceed with the work described above, at the stated prices.
- Extension of time necessary for this change: 0 consecutive working days.
- This work was done in accordance with your order to proceed: Please issue change order.

Prepared By: _____
Clifford Leung

Approved By: _____
Bobby Wanas

Edgewater Cross Prairie Parkway

Date: Nov 21, 2022

Date: _____

151566 - Edgewater Cross Prairie

Bioswale Grading

Date: 4/14/2022



Item	Description	A		Labor (A x B)		Material (A x D)		Equipment (A x F)		Lower Tier Subs	Total C + E + G + H	Comments
		Qty	Unit	B Labor Unit Price	C Labor Total	D Material Unit Price	E Material Total	F Equipment Unit Price	G Equip Total	H Subcontractor		
LABOR												
L.5	Landscape Foreman	80	HR	56.00	4,480.00	0.00	-	0.00	-			
L.6	Landscape Leadman/Operator	80	HR	45.00	3,600.00	0.00	-	0.00	-			
L.7	Landscape Craftsman	160	HR	44.00	7,040.00	0.00	-	0.00	-		4,480.00	
L.8	Landscape Laborer	160	HR	40.00	6,400.00	0.00	-	0.00	-		3,600.00	
											7,040.00	
											6,400.00	
L.9	Irrigation Foreman	0	HR	55.00	-	0.00	-	0.00	-			
L.10	Irrigation Leadman/Operator	0	HR	56.00	-	0.00	-	0.00	-			
L.11	Irrigation Pipefitter	0	HR	43.00	-	0.00	-	0.00	-			
L.12	Irrigation Laborer	0	HR	40.00	-	0.00	-	0.00	-			
L.18	Project Manager	0	HR	110.00	-	0.00	-	0.00	-			
MATERIALS												
M.1		0	EA	0.00	-	0.00	-	0.00	-			
M.2		0	EA	0.00	-	0.00	-	0.00	-			
M.3		0	LS	0.00	-	0.00	-	0.00	-			
M.4		0	LS	0.00	-	0.00	-	0.00	-			
M.5		0	LS	0.00	-	0.00	-	0.00	-			
M.6				0.00	-	0.00	-	0.00	-			
EQUIPMENT												
E.10	Skid Steer	0	DY	0.00	-	0.00	-	740.00	-			
E.10	Skid Steer	0	WK	0.00	-	0.00	-	2,590.00	-			
E.11	Wheel Loader JD244	0	DY	0.00	-	0.00	-	660.00	-			
E.11	Wheel Loader JD244	0	WK	0.00	-	0.00	-	2,310.00	-			
				0.00	-	0.00	-	0.00	-			
				0.00	-	0.00	-	0.00	-			
				0.00	-	0.00	-	0.00	-			

TAX			7.5%	\$	-	7.5%	\$	-	\$	-	21,520	check
Subtotal			\$	21,520.00	\$	-	\$	-	\$	-	21,520	Subtotal
Overhead & Profit - Labor & Materials	15%		\$	3,228.00	\$	-	\$	-	\$	-	3,228.00	
Overhead & Profit - Equipment	15%						\$	-	\$	-		
Overhead & Profit -Subs	10%						\$	-	\$	-		
Subtotal			\$	24,748.00	\$	-	\$	-	\$	-	24,748	Subtotal
Bond	0%		\$	-	\$	-	\$	-	\$	-	-	
Total			\$	24,748.00	\$	-	\$	-	\$	-	24,748.00	Total

* On OCIP Projects the labor Rates and Lower Tier Subcontractor values used above are adjusted for OCIP. No future credit for OCIP is pending related to this estimate.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9B



Potential Change Item

No. 00005

Title: Swell Entrance Irrigation Repair

Date: Nov 21, 2022

Project: Edgewater Cross Prairie Pkwy

Job: 151566

Attn: Ernesto Torres

Edgewater East CDD

2300 Glades Rd Ste 410 W,

Boca Raton, FL 33431

Phone:

Description Of Estimate:

Provide labor, materials and equipment to locate and repair damaged irrigation line by Swell construction entrance off Cross Prairie Road. Pricing includes location of damaged lines, replacing (3) damaged rotor heads, flushing out zone due to contamination of dirt into system and unclogging +/-27 rotor nozzles.

Breakdown Of Work

Table with 6 columns: Item, Description of Work, Quantity, Units, Unit Price, Net Amount. Rows include Labor (1.00 LS, \$1,771.00) and Materials (1.00 LS, \$186.49), with a Total of \$1,957.49.

Estimated Time Extension 0 Days

This estimate will remain in effect for 15 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request.

Notes:

- Four checkboxes with corresponding text: 'This work will not be done until approved and written change order is issued.', 'A signature below authorizes us to proceed with the work described above, at the stated prices.', 'Extension of time necessary for this change: 0 consecutive working days.', 'This work was done in accordance with your order to proceed: Please issue change order.'

Prepared By: Clifford Leung

Approved By: Bobby Wanas, Edgewater East CDD

Date: Nov 21, 2022

Date:

151566 - Edgewater Cross Prairie

Irrigation repair @ Swell Entrance

Date: 11/21/2022



Item	Description	A		Labor (A x B)		Material (A x D)		Equipment (A x F)		Lower Tier Subs	Total C + E + G + H	Comments
		Qty	Unit	B Labor Unit Price	C Labor Total	D Material Unit Price	E Material Total	F Equipment Unit Price	G Equip Total	H Subcontractor		
LABOR												
L.5	Landscape Foreman	0	HR	56.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.6	Landscape Leadman/Operator	0	HR	45.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.7	Landscape Craftsman	0	HR	44.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.8	Landscape Laborer	0	HR	40.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.9	Irrigation Foreman	10	HR	55.00	\$ 550.00	0.00	\$ -	0.00	\$ -		\$ -	
L.10	Irrigation Leadman/Operator	10	HR	56.00	\$ 560.00	0.00	\$ -	0.00	\$ -		\$ -	
L.11	Irrigation Pipefitter	10	HR	43.00	\$ 430.00	0.00	\$ -	0.00	\$ -		\$ -	
L.12	Irrigation Laborer	0	HR	40.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 550.00	
L.18	Project Manager	0	HR	110.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 560.00	
											\$ 430.00	
MATERIALS												
M.1	3/4" CL200 Reclaimed	20	LF	0.00	\$ -	0.51	\$ 10.20	0.00	\$ -		\$ -	
M.2	Rainbird 5006-R-NP-PC, FC-MPR	3	EA	0.00	\$ -	38.55	\$ 115.65	0.00	\$ -		\$ -	
M.3		0	LS	0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
M.4	Misc fittings	1	LS	0.00	\$ -	25.00	\$ 25.00	0.00	\$ -		\$ 10.20	
M.5		0	LS	0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 115.65	
M.6				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
											\$ 25.00	
EQUIPMENT												
E.10	Skid Steer	0	DY	0.00	\$ -	0.00	\$ -	740.00	\$ -		\$ -	
E.10	Skid Steer	0	WK	0.00	\$ -	0.00	\$ -	2,590.00	\$ -		\$ -	
E.11	Wheel Loader JD244	0	DY	0.00	\$ -	0.00	\$ -	660.00	\$ -		\$ -	
E.11	Wheel Loader JD244	0	WK	0.00	\$ -	0.00	\$ -	2,310.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	

TAX			7.5%	11.31	7.5%			1,702 check
Subtotal		\$	1,540.00	\$	162.16	\$	-	\$ - 1,702 Subtotal
Overhead & Profit - Labor & Materials	15%	\$	231.00	\$	24.32	\$	-	\$ - 255.32
Overhead & Profit - Equipment	15%					\$	-	\$ -
Overhead & Profit -Subs	10%					\$	-	\$ -
Subtotal		\$	1,771.00	\$	186.49	\$	-	\$ - 1,957 Subtotal
Bond	0%	\$	-	\$	-	\$	-	\$ -
Total		\$	1,771.00	\$	186.49	\$	-	\$ 1,957.49 Total

* On OCIP Projects the labor Rates and Lower Tier Subcontractor values used above are adjusted for OCIP. No future credit for OCIP is pending related to this estimate.

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EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9C



Potential Change Item
No. 00007

Title: Hurricane Ian Repairs

Date: Nov 21, 2022

Project: Edgewater East CDD

Job: 151566

Attn: Ernesto Torres

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

Phone:

Description Of Estimate:

Provide labor and equipment to correct leaning or blown over trees after Hurricane Ian. There were between 40-50 trees that needed to be corrected due to the high winds. Some trees fell over into the street while most fell into landscape beds and/or over sidewalks.

Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Labor	1.00	LS	8,480.10	\$8,480.10
2	Equipment	1.00	LS	2,447.78	\$2,447.78
				Total :	\$10,927.88

Estimated Time Extension 0 Days

This estimate will remain in effect for 15 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request.

Notes:

- This work will not be done until approved and written change order is issued.
- A signature below authorizes us to proceed with the work described above, at the stated prices.
- Extension of time necessary for this change: 0 consecutive working days.
- This work was done in accordance with your order to proceed: Please issue change order.

Prepared By: _____
Clifford Leung

Approved By: _____
Bobby Wanas

Edgewater East CDD

Date: Nov 21, 2022

Date: _____

151566 - Edgewater Cross Prairie

Hurricane Ian Repairs

Date: 11/21/2022



Item	Description	A		Labor (A x B)		Material (A x D)		Equipment (A x F)		Lower Tier Subs	Total C + E + G + H	Comments
		Qty	Unit	B	C	D	E	F	G	H		
LABOR												
L.5	Landscape Foreman	44	HR	56.00	\$ 2,464.00	0.00	\$ -	0.00	\$ -		\$ -	
L.6	Landscape Leadman/Operator	70	HR	45.00	\$ 3,150.00	0.00	\$ -	0.00	\$ -		\$ -	
L.7	Landscape Craftsman	0	HR	44.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 2,464.00	
L.8	Landscape Laborer	44	HR	40.00	\$ 1,760.00	0.00	\$ -	0.00	\$ -		\$ 3,150.00	
L.9	Irrigation Foreman	0	HR	55.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 1,760.00	
L.10	Irrigation Leadman/Operator	0	HR	56.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.11	Irrigation Pipefitter	0	HR	43.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.12	Irrigation Laborer	0	HR	40.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.18	Project Manager	0	HR	110.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
MATERIALS												
EQUIPMENT												
E.10	Skid Steer	0	DY	0.00	\$ -	0.00	\$ -	740.00	\$ -		\$ -	
E.10	Skid Steer	0	WK	0.00	\$ -	0.00	\$ -	2,590.00	\$ -		\$ -	
E.11	Wheel Loader JD244	3	DY	0.00	\$ -	0.00	\$ -	660.00	\$ 1,980.00		\$ -	
E.11	Wheel Loader JD244	0	WK	0.00	\$ -	0.00	\$ -	2,310.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 1,980.00	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	

TAX				7.5%	\$ -	7.5%	\$ 148.50		\$ -		\$ -	9,503 check
Subtotal					\$ 7,374.00		\$ -	\$ 2,128.50	\$ -	\$ -	\$ 9,503	Subtotal
Overhead & Profit - Labor & Materials		15%			\$ 1,106.10		\$ -			\$ -	\$ 1,106.10	
Overhead & Profit - Equipment		15%					\$ 319.28			\$ -	\$ 319.28	
Overhead & Profit - Subs		10%								\$ -	\$ -	
Subtotal					\$ 8,480.10		\$ -	\$ 2,447.78	\$ -	\$ -	\$ 10,927.88	Subtotal
Bond		0%			\$ -		\$ -			\$ -	\$ -	
Total					\$ 8,480.10		\$ -	\$ 2,447.78	\$ -	\$ -	\$ 10,927.88	Total

* On OCIP Projects the labor Rates and Lower Tier Subcontractor values used above are adjusted for OCIP. No future credit for OCIP is pending related to this estimate.

From: [Clifford Leung](#)
To: [Bobby Wanas](#)
Cc: [Edwin E. Gonzalez](#); [Jonathan Ruiz](#)
Subject: 151566 Cross Prairie: Hurricane Ian
Date: Thursday, September 29, 2022 4:42:20 PM

Bobby,

Drove through Cross Prairie this afternoon and I'd like to report that majority of the site looks good. Roads are not flooded and no trees blocking the road.

There are some breaches of the silt fence along the sod areas that will need to be addressed.

We do have 40-50 trees that need to be picked up and re-staked. Majority are just leaning heavily but there are about a dozen or so that are completely fallen. A lot of the mulch is blown away and probably needs another re-mulch.

In previous storms, being on both Owner and Contractor side, the contractor has been able to submit all work associated with hurricane remedial work as an insurance claim. For now, I will have Edwin coordinate a team to pick up and replant the fallen trees and restate them as well. We should go through all the streets and tighten the straps now that it has gone through +100mph winds. They are all loose and not doing much.

Edwin,

Please coordinate a team for this work.

Thank you,
Cliff Leung
Sr Project Manager
Brightview Landscape Development
C: 321.231.0155

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9D



Potential Change Item
No. 00008

Title: Hurricane Nicole Repairs

Date: Nov 21, 2022

Project: Edgewater East CDD

Job: 151566

Attn: Ernesto Torres

Wrathell, Hunt & Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Phone:

Description Of Estimate:

Provide labor and equipment to correct leaning or blown over trees after Hurricane Nicole. There were between 18-24 trees that needed to be corrected due to the high winds. Some trees fell over into the street while most fell into landscape beds and/or over sidewalks

Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Labor	1.00	LS	3,700.70	\$3,700.70
2	Equipment	1.00	LS	815.93	\$815.93
				Total :	\$4,516.63

Estimated Time Extension 0 Days

This estimate will remain in effect for 15 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request.

Notes:

- This work will not be done until approved and written change order is issued.
- A signature below authorizes us to proceed with the work described above, at the stated prices.
- Extension of time necessary for this change: 0 consecutive working days.
- This work was done in accordance with your order to proceed: Please issue change order.

Prepared By: _____
Clifford Leung

Approved By: _____
Bobby Wanas
Edgewater East CDD

Date: Nov 21, 2022

Date: _____

151566 - Edgewater Cross Prairie

Hurricane Nicole Repairs

Date: 11/21/2022



Item	Description	A		Labor (A x B)		Material (A x D)		Equipment (A x F)		Lower Tier Subs	Total C + E + G + H	Comments
		Qty	Unit	B	C	D	E	F	G	H		
LABOR												
L.5	Landscape Foreman	18	HR	56.00	\$ 1,008.00	0.00	\$ -	0.00	\$ -		\$ -	
L.6	Landscape Leadman/Operator	26	HR	45.00	\$ 1,170.00	0.00	\$ -	0.00	\$ -		\$ -	
L.7	Landscape Craftsman	0	HR	44.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 1,008.00	
L.8	Landscape Laborer	26	HR	40.00	\$ 1,040.00	0.00	\$ -	0.00	\$ -		\$ 1,170.00	
L.9	Irrigation Foreman	0	HR	55.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 1,040.00	
L.10	Irrigation Leadman/Operator	0	HR	56.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.11	Irrigation Pipefitter	0	HR	43.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.12	Irrigation Laborer	0	HR	40.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
L.18	Project Manager	0	HR	110.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
MATERIALS												
EQUIPMENT												
E.10	Skid Steer	0	DY	0.00	\$ -	0.00	\$ -	740.00	\$ -		\$ -	
E.10	Skid Steer	0	WK	0.00	\$ -	0.00	\$ -	2,590.00	\$ -		\$ -	
E.11	Wheel Loader JD244	1	DY	0.00	\$ -	0.00	\$ -	660.00	\$ 660.00		\$ -	
E.11	Wheel Loader JD244	0	WK	0.00	\$ -	0.00	\$ -	2,310.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 660.00	
				0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ -	

TAX				7.5%	\$ -	7.5%	\$ 49.50		\$ -		\$ -	3,928 check
Subtotal					\$ 3,218.00		\$ -	\$ 709.50	\$ -	\$ -	\$ 3,928	Subtotal
Overhead & Profit - Labor & Materials		15%			\$ 482.70		\$ -		\$ -	\$ -	\$ 482.70	
Overhead & Profit - Equipment		15%					\$ 106.43		\$ -	\$ -	\$ 106.43	
Overhead & Profit - Subs		10%							\$ -	\$ -	\$ -	
Subtotal					\$ 3,700.70		\$ -	\$ 815.93	\$ -	\$ -	\$ 4,517	Subtotal
Bond		0%			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Total					\$ 3,700.70		\$ -	\$ 815.93	\$ -	\$ -	\$ 4,516.63	Total

* On OCIP Projects the labor Rates and Lower Tier Subcontractor values used above are adjusted for OCIP. No future credit for OCIP is pending related to this estimate.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2022**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2022**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 9,905	\$ -	\$ -	\$ -	\$ -	\$ 9,905
Investments						
Revenue	-	432,924	-	-	-	432,924
Reserve	-	1,112,580	1,933,553	-	-	3,046,133
Interest	-	17	652,175	-	-	652,192
Construction	-	-	-	1,182,403	-	1,182,403
Project infrastructure	-	-	-	-	2,856,142	2,856,142
Construction - E2	-	-	-	-	5,452,296	5,452,296
Construction - E5	-	-	-	-	3,222,005	3,222,005
Construction - E6N	-	-	-	-	6,899,730	6,899,730
Cost of issuance	-	10,050	-	-	-	10,050
Undeposited funds	334,629	-	-	-	-	334,629
Due from Landowner	28,862	186,130	-	-	-	214,992
Due from general fund	-	296,704	-	-	3,516	300,220
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 379,121</u>	<u>\$2,038,405</u>	<u>\$2,585,728</u>	<u>\$ 1,182,403</u>	<u>\$18,433,689</u>	<u>\$24,619,346</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 9,366	\$ -	\$ -	\$ -	\$ -	9,366
Contracts payable	-	-	-	-	2,813	2,813
Retainage payable	-	-	-	638,608	526,612	1,165,220
Due to general fund	-	-	5,725	-	-	5,725
Due to debt service fund	296,704	-	-	-	-	296,704
Due to project infrastructure	3,516	-	-	-	-	3,516
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>330,586</u>	<u>-</u>	<u>5,725</u>	<u>638,608</u>	<u>529,425</u>	<u>1,504,344</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	<u>28,862</u>	<u>186,130</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>214,992</u>
Total deferred inflows of resources	<u>28,862</u>	<u>186,130</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>214,992</u>
Fund balances:						
Restricted for:						
Debt service	-	1,852,275	2,580,003	-	-	4,432,278
Capital projects	-	-	-	543,795	17,904,264	18,448,059
Unassigned	19,673	-	-	-	-	19,673
Total fund balances	<u>19,673</u>	<u>1,852,275</u>	<u>2,580,003</u>	<u>543,795</u>	<u>17,904,264</u>	<u>22,900,010</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 379,121</u>	<u>\$2,038,405</u>	<u>\$2,585,728</u>	<u>\$ 1,182,403</u>	<u>\$18,433,689</u>	<u>\$24,619,346</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 43,305	\$ 43,305	\$ 503,857	9%
Landowner contribution	5,563	5,563	-	N/A
Total revenues	<u>48,868</u>	<u>48,868</u>	<u>503,857</u>	10%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	4,000	48,000	8%
Legal	-	-	50,000	0%
Engineering	-	-	7,500	0%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	167	2,000	8%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	458	5,500	8%
DSF accounting & assessment rolls - Series 2022	458	458	5,500	8%
Telephone	16	16	200	8%
Postage	45	45	500	9%
Printing & binding	42	42	500	8%
Legal advertising	-	-	6,500	0%
Annual special district fee	175	175	175	100%
Insurance	5,563	5,563	5,500	101%
Contingencies/bank charges	21	21	500	4%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>11,650</u>	<u>11,650</u>	<u>152,740</u>	8%
Field operations				
Accounting	-	-	2,500	0%
Streetlighting	-	-	50,120	0%
Repairs & maintenance	-	-	12,000	0%
Electricity	-	-	3,600	0%
Landscape maint.				
Maintenance contract	-	-	252,885	0%
Plant replacement	-	-	12,000	0%
Landscape contingency	-	-	6,000	0%
Irrigation	-	-	12,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>351,105</u>	0%
Total expenditures	<u>11,650</u>	<u>11,650</u>	<u>503,845</u>	2%
Excess/(deficiency) of revenues over/(under) expenditures	37,218	37,218	12	
Fund balances - beginning	(17,545)	(17,545)	1,618,095	
Committed				
Impact fee collections	1,618,095	1,618,095	1,618,095	
Unassigned	(1,598,422)	(1,598,422)	12	
Fund balances - ending	<u>\$ 19,673</u>	<u>\$ 19,673</u>	<u>\$ 1,618,107</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 370,164	\$ 370,164	\$ 1,112,587	33%
Interest	2,260	2,260	-	N/A
Total revenues	<u>372,424</u>	<u>372,424</u>	<u>1,112,587</u>	33%
EXPENDITURES				
Debt service				
Principal	-	-	405,000	0%
Interest	-	-	707,955	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,112,955</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	372,424	372,424	(368)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(1,815)</u>	<u>(1,815)</u>	-	N/A
Total other financing sources	<u>(1,815)</u>	<u>(1,815)</u>	<u>-</u>	N/A
Net change in fund balances	370,609	370,609	(368)	
Fund balances - beginning	1,481,666	1,481,666	1,481,220	
Fund balances - ending	<u><u>\$ 1,852,275</u></u>	<u><u>\$ 1,852,275</u></u>	<u><u>\$ 1,480,852</u></u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Interest	4,215	4,215	-	N/A
Total revenues	<u>4,215</u>	<u>4,215</u>	<u>1,930,402</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	640,000	0%
Interest	-	-	1,298,094	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,938,094</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	4,215	4,215	(7,692)	
Net change in fund balances	4,215	4,215	(7,692)	
Fund balances - beginning	2,575,788	2,575,788	2,585,174	
Fund balances - ending	<u>\$ 2,580,003</u>	<u>\$ 2,580,003</u>	<u>\$ 2,577,482</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,993	\$ 1,993
Total revenues	1,993	1,993
EXPENDITURES		
Construction costs	2,376	2,376
Total expenditures	2,376	2,376
Excess/(deficiency) of revenues over/(under) expenditures	(383)	(383)
OTHER FINANCING SOURCES/(USES)		
Transfer in	1,815	1,815
Total other financing sources/(uses)	1,815	1,815
Net change in fund balances	1,432	1,432
Fund balances - beginning	542,363	542,363
Fund balances - ending	\$ 543,795	\$ 543,795

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 31,114	\$ 31,114
Total revenues	<u>31,114</u>	<u>31,114</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	31,114	31,114
Fund balances - beginning	<u>17,873,150</u>	<u>17,873,150</u>
Fund balances - ending	<u><u>\$ 17,904,264</u></u>	<u><u>\$ 17,904,264</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

A

DRAFT

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

The Edgewater East Community Development District held a Landowners' Meeting on November 1, 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:

Ernesto Torres	District Manager
Mike Eckert (via telephone)	District Counsel
Robert Wanas	Proxyholder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The proof of publication was provided for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Torres served as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3,4 & 5]

Mr. Torres stated that Mr. Wanas is the designated Proxy Holder for the following two Landowners:

Edgewater Property Florida Holdings III LLC 88 voting units

Edgewater Property Holdings LLC 1,133 voting units

Mr. Wanas may cast up to 1,221 votes per Seat.

A. Nominations

37 Mr. Robert Wanas nominated the following:

38 Justin Onorato Seat 3

39 Kevin Kramer Seat 4

40 Robert Wanas Seat 5

41 No other nominations were made.

42 **B. Casting of Ballots**

43 • **Determine Number of Voting Units Represented**

44 A total of 1,221 voting units were represented.

45 • **Determine Number of Voting Units Assigned by Proxy**

46 All 1,221 voting units were assigned by proxy.

47 Mr. Wanas cast the following votes:

48 Seat 3 Justin Onorato 1221 votes

49 Seat 4 Kevin Kramer 1221 votes

50 Seat 5 Robert Wanas 1220 votes

51 **C. Ballot Tabulation and Results**

52 Mr. Torres reported the ballot tabulation, results and term lengths, as follows:

53 Seat 3 Justin Onorato 1221 votes 4-Year Term

54 Seat 4 Kevin Kramer 1221 votes 4-Year Term

55 Seat 5 Robert Wanas 1220 votes 2-Year Term

56

57 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

58

59 There were no Landowners' questions or comments.

60

61 **SIXTH ORDER OF BUSINESS**

Adjournment

62

63 There being nothing further to discuss, the meeting adjourned at 9:04 a.m.

64

65

66

67

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

68
69
70
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73

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

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

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on November 3, 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 "Bobby" Wanas	Assistant Secretary

Also present were:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:02 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

Administration of Oath of Office to Elected Board of Supervisors *(the following will be provided in a separate package)*

It was noted that the Oath of Office was administered to Mr. Robert Wanas prior to the start of today's meeting.

38 Mr. Torres, a Notary of the State of Florida and Duly authorized, administered the Oath
39 of Office to Mr. Kevin Kramer. He provided the following items:

- 40 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 41 **B. Membership, Obligations and Responsibilities**
- 42 **C. Financial Disclosure Forms**
 - 43 **I. Form 1: Statement of Financial Interests**
 - 44 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 45 **III. Form 1F: Final Statement of Financial Interests**
- 46 **D. Form 8B: Memorandum of Voting Conflict**

47

48 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2023-01,**
 49 **Canvassing and Certifying the Results of**
 50 **the Landowners’ Election of Supervisors**
 51 **Held Pursuant to Section 190.006(2),**
 52 **Florida Statutes, and Providing for an**
 53 **Effective Date**

54
55 Mr. Torres recapped the results of the Landowner’s Election and presented Resolution
56 2023-01.

57	Seat 3	Justin Onorato	1221 votes	4-Year Term
58	Seat 4	Kevin Kramer	1221 votes	4-Year Term
59	Seat 5	Robert Wanas	1220 votes	2-Year Term

60

61 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor,**
 62 **Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’**
 63 **Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes,**
 64 **and Providing for an Effective Date, was adopted.**

65

66

67 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-02,**
 68 **Designating a Chair, a Vice Chair, a**
 69 **Secretary, Assistant Secretaries, a**
 70 **Treasurer and an Assistant Treasurer of the**
 71 **District, and Providing for an Effective Date**

72

73 Mr. Torres presented Resolution 2023-02. Mr. Mays nominated the following slate of
74 officers:

- 75 Noah Breakstone Chair
- 76 Kevin Mays Vice Chair
- 77 Craig Wrathell Secretary
- 78 Justin Onorato Assistant Secretary
- 79 Robert Wanas Assistant Secretary
- 80 Kevin Kramer Assistant Secretary
- 81 Ernesto Torres Assistant Secretary

82 No other nominations were made.

83 Prior appointments by the Board for Treasurer and Assistant Treasurer remain
84 unaffected by this Resolution.

85

86 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor,**
87 **Resolution 2023-02, Designating a Chair, a Vice Chair, a Secretary, Assistant**
88 **Secretaries, a Treasurer and an Assistant Treasurer of the District, as**
89 **nominated, and Providing for an Effective Date, was adopted.**

90

91

92 **SIXTH ORDER OF BUSINESS**

**Consideration of School Capacity
Mitigation and Funding Agreement**

93

94

95 Mr. Torres presented the School Capacity Mitigation and Funding Agreement.

96 Mr. Eckert stated the Agreement essentially governs the conveyance of a school site as
97 well as mitigation of fees or credits that may be due as a result of the conveyance. In this
98 transaction, the CDD is agreeing to grant and maintain the stormwater management system to
99 accommodate the drainage that comes off the school site. Mr. Eckert recommended approval
100 in substantial form.

101

102 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
103 **School Capacity Mitigation and Funding Agreement, in substantial form, was**
104 **approved.**

105

106 SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-03, Amending Resolution 2022-19 to Revise the Assessment Collection Schedule for the Direct Bill Assessments for Fiscal Year 2022/2023; Addressing Conflicts; Providing a Severability Clause; and Providing an Effective Date

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Mr. Torres presented Resolution 2023-02 and read the title.

115
116
117

Mr. Eckert stated the Resolution delays some of the due dates for the debt service assessments and a larger payment is due on March 15, 2023, which is 45 days before the bond payment is due.

118
119
120

Mr. Mays asked if the first Operation and Maintenance (O&M) payments will start being received after December 1, 2022 and if the deficit funding invoices will stop, unless there is a lack of revenues from the assessments. Mr. Eckert replied affirmatively.

121

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2023-03, Amending Resolution 2022-19 to Revise the Assessment Collection Schedule for the Direct Bill Assessments for Fiscal Year 2022/2023; Addressing Conflicts; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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129 EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2022

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131
132

Mr. Torres presented the Unaudited Financial Statements as of September 30, 2022.

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On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of September 30, 2022, were accepted.

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138 NINTH ORDER OF BUSINESS

Approval of October 6, 2022 Regular Meeting Minutes

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Mr. Torres presented the October 6, 2022 Regular Meeting Minutes.

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On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the October 6, 2022 Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Kutak Rock, LLP*

Mr. Eckert stated that the Boundary Amendment was filed and responses are pending.

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

There was no report.

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

- **NEXT MEETING DATE: December 1, 2022 at 9:00 A.M.**

- **QUORUM CHECK**

The next meeting will be held on December 1, 2022.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Member's comments or requests.

TWELFTH ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor, the meeting adjourned at 9:14 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022	Regular Meeting	9:00 AM
November 1, 2022	Landowners' Meeting	9:00 AM
November 3, 2022	Regular Meeting	9:00 AM
December 1, 2022	Regular Meeting	9:00 AM
January 5, 2023	Regular Meeting	9:00 AM
February 2, 2023	Regular Meeting	9:00 AM
March 2, 2023	Regular Meeting	9:00 AM
April 6, 2023	Regular Meeting	9:00 AM
May 4, 2023	Regular Meeting	9:00 AM
June 1, 2023	Regular Meeting	9:00 AM
July 6, 2023	Regular Meeting	9:00 AM
August 3, 2023	Regular Meeting	9:00 AM
September 7, 2023	Public Hearing & Regular Meeting	9:00 AM