

**EDGEWATER EAST**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**March 9, 2023**

**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**

March 2, 2023

Board of Supervisors  
Edgewater East Community Development District

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

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on March 9, 2023 at 3:00 p.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. Review of Bids for ED6 Framework Roadway Phase 1 Civil Site Work
  - A. Evaluation Criteria
  - B. Award of Contract
4. Consideration of RFP and Selection Criteria for ED5 Framework Roadway, Phase 1 and Clay Whaley Road, Phase 1 Landscape and Irrigation
5. Consideration of OUC Service Agreement for Lighting Service Edgewater ED5 Roadway
6. Consideration of Brightview Landscape Development, Inc., Work Authorization No. 01 for ED5 Sleeves
7. Discussion: Summons to Show Cause and Notice of Hearing Date
8. Consideration of Change Orders
  - A. Change Order No. 001, Phase 1 Civil Work Clay Whaley Road [Southern Dev. and Construction]
  - B. Change Order No. 001 Phase 1 Civil Work ED-5 [JR. Davis Construction]
9. Acceptance of Unaudited Financial Statements as of January 31, 2023
10. Approval of February 2, 2023 Regular Meeting Minutes

11. 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: April 6, 2023 at 9:00 AM

- 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

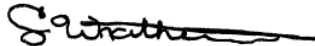
12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

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

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 782 134 6157**

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

## D. EVALUATION CRITERIA

### EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ED6 FRAMEWORK ROADWAY, PHASE 1, CIVIL SITE WORK

#### PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

##### 1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Osceola County and the State of Florida, (iii) Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$2,000,000 from a surety company acceptable to the District.

##### 2. PRICE (80 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. Points available for price will be allocated as follows:

**75 Points** will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

**5 Points** are allocated for the reasonableness of unit prices and balance of bid.

##### 3. PERSONNEL & EQUIPMENT (5 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; experience of key management and assigned personnel performing projects in Osceola County; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

##### 4. EXPERIENCE (5 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc.

##### 5. SCHEDULE (10 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Points available for schedule will be allocated as follows:

**8 Points** will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

**2 Points** are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

**100 Total Points Possible**



**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**





**SERVICE AGREEMENT FOR  
LIGHTING SERVICE  
EDGEWATER ED5 ROADWAY**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 (“OUC”) and **Edgewater East Community Development District**, whose address is 2300 GLADES RD STE 410W, BOCA RATON FL 33431, (“Customer”), for the provision of Lighting Service as more particularly set forth below.

**DEFINITIONS**

1. “BILLING CYCLE” shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. “CUSTOMER” shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. “FORCE MAJEURE EVENT” means any event beyond OUC’s reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. “INSTALLATION DATE” shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. “LIGHTING EQUIPMENT” means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. “LIGHTING SERVICE” shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.
7. “OUC” shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's

reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to

this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment,

but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC’s sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

#### SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the “Term”) shall be for twenty 20 years. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 herein below, whichever occurs first, and shall terminate at the end of two hundred and forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge,

until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.

- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

## SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission  
 100 West Anderson Street  
 Orlando, Florida 32801  
 Attention: Office of The General Counsel

If to Customer:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement

shall not be considered a waiver of any such rights or matters at any subsequent time.

- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
  2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
  3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
  4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.



Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

**Edgewater East Community Development District**

Federal ID # 38-4152913

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of \_\_\_\_\_ (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ORLANDO UTILITIES COMMISSION**

By: \_\_\_\_\_

Name: Clint Bullock  
Title: General Manager/CEO

Date: \_\_\_\_\_

ATTEST: By: \_\_\_\_\_  
Name: Paula A. Velasquez  
Title: Assistant Secretary

WITNESSES:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment		\$1,470.85
Maintenance		\$ 183.68
<u>Fuel and Energy</u>		<u>\$ 139.89</u>
Total	***	\$1,794.42

Upfront Payment \$0.00

Payment #	\$	Check #	Date Posted
		Charge Description #	Work Order #

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

\*\*\* From time to time, modifications to the original contract design (“Design Modifications”) may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement’s original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement’s original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year’s rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

EXHIBIT 1 (continued)

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

(28) TENON ADAPTER BLACK UP TO 4 FIXTURES	[036-23034]
(28) 35' (29'-6" MH) ROUND CONCRETE POLE DB 3" x 5"	[036-27363]
(2) CONTROLLER ON PEDESTAL, SOLID STATE, 120-277V	[036-26065]
(28) LED GALLEON, TYPE SL3, BLACK	[036-23192]

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

**PARCEL ID:** 21-26-30-4950-0001-0710

**DESCRIPTION:** S L & I C PB B PG 8 LOTS 71-74, 87-90, 104-106, 108, 117-119, 122 & 123 LESS S 250 FT OF W 250 FT OF LOT 122 & LESS S 250 FT OF E 250 FT OF LOT 87

**PARCEL ID:** 21-26-30-3642-0001-00H0

**DESCRIPTION:** EDGEWATER ED-4 PB 32 PGS 25-28 TRACT H STORMWATER /RECREATION

**PARCEL ID:** 21-26-30-4950-0001-0390

**DESCRIPTION:** S L & I C PB B PG 8 LOTS 39-42 & 55-58

**PARCEL ID:** 21-26-30-4950-0001-0060

**DESCRIPTION:** SL & IC PB B PG 8 LOTS 6, 11, 22, 27, 38, 43, 54, 59, 70 & W 375.54 FT OF LOT 69 LESS 130 FT WIDE RD BEING 65 FT ON EACH SIDE OF THE FOLLOWING LINE: COM AT SW COR OF 16-26-30, E 1382.01 FT, S 20 FT TO S RW CLAY WHALEY RD TO POB; CONT S 70 FT TO PT OF TERMINUS & LESS COM AT SW COR OF 16-26-30, E 1447.01 FT, S 20 FT TO S RW CLAY WHALEY RD & POB; E 382.85 FT TO NON-TANG CURVE, CONC NLY, RAD 1280 FT (CH BEARING S 81 DEG W 386.81 FT) CENT ANG 17 DEG, SWLY ALONG CURVE 388.30 FT, N 60 FT TO POB & LESS COM AT CENTER OF 21-26-30, S89-40-05E 17.50 FT, N00-20-10W 408.98 FT TO POB; N90-00-00W 38.08 FT TO POC, CONC NE, RAD 1137.50 FT, CENT ANG 90 DEG, (CH BEARING N45-10-54W 1603.56 FT), NWLY ALONG CURVE 1779.57 FT, N00-21-47W 1018.71 FT, N00-21-47W 10.01 FT TO NON-TAN CURVE, CONC NW, RAD 1280 FT, CENT ANG 20 DEG, (CH BEARING N80-05-45E 447.38 FT), ELY ALONG CURVE 449.69 FT, S89-36-17E 728.28 FT, S00-20-10E 2230.95 FT TO POB & LESS COM AT SE COR OF 21-26-30, N89-57-03W 1319.62 FT, N00-16-26W 985.81 FT TO POB; N89-54-02W 50 FT, -00-16-26W 722.78 FT, N89-55-36W 187.10 FT TO NON-TAN CURVE, CONC SW, RAD 891.85 FT, CENT ANG 67 DEG, (CH BEARING N29-47-23W 989.32 FT), NWLY ALONG CURVE 1048.71 FT, N27-32-13E 196.97 FT TO NON-TAN CURVE, CONC SW, RAD 1082.50 FT, CENT ANG 27 DEG, (CH BEARING N76-23-07W 509.62 FT), NWLY ALONG CURVE 514.45 FT, N90-00-00W 213.66 FT, S00-16-32E 274.32 FT TO NON-TAN CURVE, CONC NE, RAD 1817.89 FT, CENT ANG 30 DEG, (CH BEARING N73-49-36W 955.98 FT), NWLY ALONG CURVE 967.35 FT TO NON-TAN CURVE, CONC NW, RAD 591 FT, CENT ANG 17 DEG, (CH BEARING N47-02-18E 173.11 FT), NELY ALONG CURVE 173.74 FT, N38-37-00E 105.92 FT TO NON-TAN CURVE, CONC NE, RAD 1317.50 FT, CENT ANG 27 DEG, (CH BEARING N44-53-28W 625.40 FT), NWLY ALONG CURVE 631.42 FT, N58-50-50E 50 FT TO NON-TAN CURVE, CONC NE, RAD 1267.50 FT, CENT ANG 59 DEG, (CH BEARING S60-34-51E 1245.18 FT), SELY ALONG CURVE 1301.62 FT, N90-00-00E 251.68 FT TO POC, CONC SW, RAD 1132.50 FT, CENT ANG 90 DEG, (CH BEARING S45-08-13 1597.76 FT), SELY ALONG CURVE 1773.51 FT, S00-16-26E 799.23 FT TO POB & LESS COM AT SE COR OF 21-26-30, N89-57-03W 1189.62 FT, N00-16-26W 719.69 FT TO POB; CONT N00-16-26W 1066.08 FT TO POC, CONC SW, RAD 1262.50 FT, CENT ANG 90 DEG, (CH BEARING N45-08-13W 1781.17 FT), NWLY ALONG CURVE 1977.09 FT, N90-00-00W 251.68 FT TO POC, CONC NE, RAD 1137.50 FT, CENT ANG 90 DEG, (CH BEARING N45-10-54W 1603.56 FT), NWLY ALONG

CURVE 1779.57 FT, N00-21-47W 1018.71 FT, N89-36-17W 130.01 FT, S00-21-47E 1020.43 FT TO POC, CONC NE, RAD 1267.50 FT, CENT ANG 90 DEG, (CH BEARING S45-10-54E 1786.83 FT), SELY ALONG CURVE 1982.95 FT, N90-00-00E 251.68 FT TO POC, CONC SW, RAD 1132.50 FT, CENT ANG 90 DEG, (CH BEARING S45-08-13E 1597.76 FT), SELY ALONG CURVE 1773.51 FT, S00-16-26E 1065.47 FT, N89-59-52E 130 FT TO POB

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: \_\_\_\_\_  
Premise Address: KISSIMMEE PARK RD  
City, State, Zip: SAINT CLOUD FL 34772  
Premise Number \_\_\_\_\_

BILLING INFORMATION

Billing Contact Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Billing Contact Name: \_\_\_\_\_  
Billing Contact Phone: \_\_\_\_\_  
Federal Tax ID: 38-4152913

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 0183431217  
Work Request No: 788009  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certificate of Completion (Exhibit 2)**

**Notice of Modification to Original Contract Design**

Project W.O. # 788009 OUC Account # 0183431217

Project Name: EDGEWATER ED5 ROADWAY

Customer/Account Name Edgewater East Community Development District

**Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:**

Investment 1,470.85 Maintenance 183.68 Fuel & Energy 139.89

- (28) TENON ADAPTER BLACK UP TO 4 FIXTURES [036-23034]
- (28) 35' (29'-6" MH) ROUND CONCRETE POLE DB 3" x 5" [036-27363]
- (2) CONTROLLER ON PEDESTAL, SOLID STATE, 120-277V [036-26065]
- (28) LED GALLEON, TYPE SL3, BLACK [036-23192]

**Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:**

Investment \_\_\_\_\_ Maintenance \_\_\_\_\_ Fuel & Energy \_\_\_\_\_

*[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]*

**Authorized OUC Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Customer Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**



**WORK AUTHORIZATION NO. \_\_\_\_\_**  
**PHASE I LANDSCAPE AND IRRIGATION CONSTRUCTION AGREEMENT**

**THIS WORK AUTHORIZATION (“Work Authorization”)**, dated \_\_\_\_\_, 2023, authorizes additional work in accordance with the *CONSTRUCTION AGREEMENT*, dated May 2, 2022 (“**Agreement**”), by and between:

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

**BRIGHTVIEW LANDSCAPE DEVELOPMENT, INC.**, a California corporation, with a mailing address of 320 N. Mission Road, Orlando, Florida 32811 (“**Contractor**”).

**SECTION 1. SCOPE OF WORK.** In addition to the Work described in the Agreement and any Exhibits, Amendments and Work Authorizations thereto, Contractor shall provide irrigation sleeves installation services, as set forth Contractor’s Landscape Proposal, dated January 20, 2023, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Work**”). Contractor may make changes to the scope of Additional Work without further written authorization from the District, to the extent that such changes are communicated to Contractor by the District’s representative and do not increase the price of the Additional Work.

**SECTION 2. COMPENSATION.** It is understood and agreed that the compensation for the Additional Work under this Work Authorization shall be in the amount of **Thirty-One Thousand Seven Hundred Ninety-Nine Dollars and Eighty-Eight Cents (\$31,799.88)** and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Work shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Work is based upon all materials and labor required to perform such services.

**SECTION 3. FINAL AGREEMENT.** This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Work and supersedes any previously executed proposal or agreement related to the provision of such services.

**SECTION 4. ACCEPTANCE.** Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Work as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Work as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

**ATTEST:**

**EDGEWATER EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**WITNESS:**

**BRIGHTVIEW LANDSCAPE  
DEVELOPMENT, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:**    Scope of Additional Work

EXHIBIT A

# Landscape Proposal

Proposal Date: **Friday, January 20, 2023**

---

Scope of Work:

**Irrigation Sleeves Installation**

Project:

**Edgewater East ED5 Sleeves**

Orlando, FL

Presented to:

**Edgewater East CDD**



Proposal Date:  
**Friday, January 20, 2023**

Edgewater East CDD

RE: Request for Bid for **Edgewater East ED5 Sleeves**

BrightView Landscape Development (BVL D) is pleased to submit our **Proposal** for **Edgewater East ED5 Sleeves** located in **Orlando, FL** based on:

**Plans:**

- Irrigation Pages: **LA-501, LA-502, LA-503, LA-504, LA-505, LA-506, LA-507** | Dated: **02/2022**
- ED5 Roadway Distribution\_2022.12.22\_Comcast

**Prepared by:**

- Landscape Architect: Gai Consultants

**Specification sections:**

- On plans

**Addenda:**

- None

**The following scope of work is included in this Proposal:**

- Irrigation Sleeves only.

**The following scope of work is excluded in this Proposal:**

- Meter, backflow prevention, wet tap, well or pump
- Temporary irrigation measures to maintain existing system
- R.O.W. permits and/or M.O.T.
- Tree protection/barricades.
- Sodding of pond banks and bottoms.
- Landscape maintenance beyond substantial completion

**Enclosed are the following exhibits:**

- Exhibit A – Landscape Material Quantity Confirmation List

**Please note these clarifications and qualifications as part of our proposed Proposal. All items listed here are to be incorporated into any contract issued:**

**1. General Qualifications**

- 1.1. Proposed price is good for 15 days. Escalation has not been included. Proposal price is subject to reconfirmation at time of award.
- 1.2. Due to the instability in the commodities markets, if in the event that, during the performance of this proposal, the price of materials suffer an increase of 5% or more the price of this quotation shall be equitably adjusted by an amount necessary to cover such price increases.
- 1.3. Bid is based as an "all in" price with general conditions spreading throughout. If only portions of this proposal is accepted we reserve the right to adjust our general conditions as necessary.
- 1.4. Project Schedule Duration: 1 week, based on first shift 40 hour work weeks. Overtime, night work and weekend work is excluded. Material delivery times may extend project schedule durations.

- 1.5. Site shall be received at the following.
  - Clean and free of grass, weeds, debris, and deleterious materials
  - +/- .10 foot of finish grade to balance in landscape areas.
  - +/- .10 foot of subgrade to balance in hardscape areas
- 1.6. There are no 'Certified As-Builts' included in our base bid for the City of Orlando. If this is a project requirement, it will be completed at an additional cost.

**2. Irrigation Qualifications**

- 2.1. Roadway sleeves as shown on plans dated 02/2022 and conduit locations shown on ED5 Roadway Distribution\_2022.12.22\_Comcast provided.
- 2.2. Directional boring and/or cutting & patching of any kind is excluded, unless specifically noted on the drawings.

***Payment for work:***

***All work subject to net 60 days payment.***

**Proposal Amount:**

Biditem	Description	Bid Quantity	Unit
1000	Sleeves (SCH40)	176	LF
1040	RW Sleeves (SCH40)	1895	LF
1050	Telecomm 2" Conduit Sleeves	320	LF
1200	As Builts	1	LS
<b>9995</b>	<b>TOTAL BASE BID</b>		<b>\$31,799.88</b>
99999	1% Payment & Performance Bond (if required)	1	LS

Acceptance of proposal: \_\_\_\_\_

Upon review of this document, please do not hesitate to contact me for any additional information you may need, or for any clarification you require.

Sincerely,



**Sam Striblin**  
**850-390-6240**  
**321-339-9102**  
**Samuel.Striblin@BrightView.com**  
Business Development  
BrightView Landscape Development

Est: EEEFS\_01-18-2023

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**



IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT IN AND FOR OSCEOLA COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION,

Petitioner,

vs.

EDGEWATER PROPERTY HOLDINGS, LLC, a  
Delaware limited liability company, d/b/a/ Edgewater  
Property Florida Holdings, LLC, EDGEWATER  
EAST COMMUNITY DEVELOPMENT DISTRICT,  
OSCEOLA COUNTY, a political subdivision of the  
State of Florida, and BRUCE VICKERS,  
Osceola County Tax Collector

CASE NO.: 2023-CA-000353  
ED 441224-2/Parcel 100A/B

Defendants.

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**SUMMONS TO SHOW CAUSE AND NOTICE OF HEARING DATE**

THE STATE OF FLORIDA  
TO ALL SINGULAR SHERIFFS OF FLORIDA:

You are hereby commanded to serve this Summons and a copy of the Petition in Eminent Domain together with a copy of the Civil Cover Sheet, Lis Pendens, Notice of Designation of E-mail Addresses and Declaration of Taking, General Case Management Order and Notice of Hearing in this action on the following Defendant:

Edgewater East Community Development District  
By serving: Craig Wrathell, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

This action has been filed to acquire certain property interests in Osceola County, Florida.

The Defendant named above is hereby notified that the Petitioner has filed its sworn Petition and its Declaration of Taking in this Court against each defendant, seeking to condemn by eminent domain proceedings certain property interests located in the State of Florida, County of Osceola.

*02/06/23  
Am #2054  
11:15 AM*

Each Defendant is required to serve written defenses to the Petition on Petitioner's attorney, whose name and address are shown below,

DEPARTMENT OF TRANSPORTATION  
c/o George K. Gaskell, Assistant General Counsel  
Turnpike Mile Post 263, Building 5315, Post Office Box 613069  
Ocoee, FL 34761  
(407) 264-3174  
(407) 822-6443 (fax)  
[george.gaskell@dot.state.fl.us](mailto:george.gaskell@dot.state.fl.us)  
[jacqueline.kinker@dot.state.fl.us](mailto:jacqueline.kinker@dot.state.fl.us)

on or before April 3, 2023, and to file the original of the defenses with the Clerk of this Court either before service on petitioner's attorney or immediately thereafter, showing what right, title, interest, or lien Defendant has in or to the property described in the Petition and to show cause why that property should not be taken for the uses and purposes set forth in the Petition. If any Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Petition.


PLEASE TAKE NOTICE that a declaration of taking has been filed in this cause and that Petitioner will apply for an order of taking and any other order the court deems proper before the **Honorable Thomas Young, one of the Judges of this Court on Thursday, May 18, 2023 at 10:00 a.m. at the Osceola County Courthouse, 2 Courthouse Square, Courtroom 5C, Kissimmee, FL 34741** Defendants in this action may request a hearing at the same time and place designated and be heard. Any Defendant failing to file a Request for Hearing shall waive any right to object to the Order of Taking.

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provisions of certain assistance. Please contact the ADA Coordinator, Clerk of the Court, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, FL 34741, Telephone: (407) 742-2417, fax (407) 835-5079 at least seven (7) working days before your scheduled court appearance or immediately upon receiving this

notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711 to reach the Telecommunications Relay Service.”

WITNESS MY HAND AND THE SEAL of this Court on the 27<sup>th</sup> day of Feb., 2023.

KELVIN SOTO, ESQUIRE  
CLERK OF THE CIRCUIT COURT

By  \_\_\_\_\_  
Deputy Clerk

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT IN AND FOR OSCEOLA COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION,

Petitioner,

vs.

EDGEWATER PROPERTY HOLDINGS, LLC, a  
Delaware limited liability company, d/b/a/ Edgewater  
Property Florida Holdings, LLC, EDGEWATER  
EAST COMMUNITY DEVELOPMENT DISTRICT,  
OSCEOLA COUNTY, a political subdivision of the  
State of Florida, and BRUCE VICKERS,  
Osceola County Tax Collector

CASE NO.:  
441224-2/Parcel 100A/B

Defendants.

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**PETITION IN EMINENT DOMAIN**

Petitioner, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, sues each of the Defendants named herein and alleges:

1. This is an action in eminent domain to condemn certain property in the State of Florida, County of OSCEOLA.

2. The Petitioner is exercising the right of eminent domain by virtue of the authority granted to it by Chapters 334 through 341 and Section 479.15, Florida Statutes, known as the Florida Transportation Code, and Chapters 73 and 74, Florida Statutes, and by resolutions duly and regularly adopted by the Chief Executive Officer of the Florida's Turnpike Enterprise, true copies of which are attached as Exhibit "A" and "B", to acquire by the exercise of the power of eminent domain as provided by law, all property or property rights, whether public or private, which are necessary to the performance of its duties and the execution of its powers.

3. The property hereinafter described is being sought for public use as a state transportation facility to be used by the public in general. The property and property rights described in the legal description(s) attached hereto as Exhibit "C" and incorporated herein are

necessary for the public use and purpose described in the resolutions attached hereto as Exhibits "A" and "B" and incorporated herein.

4. A description identifying the property sought to be acquired is attached as Exhibit "C".

5. The estate or interest sought to be acquired is set forth in the legal description attached as Exhibit "C".

6. The Petitioner has made a diligent search and inquiry to discover the names, residences, legal disabilities and interests in the property of all known and unknown owners, lessees, executors, administrators, trustees, mortgagees, judgment creditors, lien holders or persons in possession, and all persons, estates, heirs, successors or assigns having or claiming any right, title or interest in the property. Attached hereto as Exhibit "D" and incorporated herein is a statement of ownerships and encumbrances as to the property. Petitioner has no knowledge of any other persons having any interest in the property.

7. There exists or may exist outstanding real property taxes or other liens due and owing to any governmental entity identified in Exhibit "D".

8. The Petitioner has surveyed and located its line or area of construction and intends in good faith to construct the transportation project on or over the property described in this Petition.

9. The Petitioner has complied with all conditions precedent to Petitioner's right to proceed with the condemnation of the described property.

10. There are NO mobile homes located on the property sought to be acquired which need to be removed.

11. *City of St. Cloud* has an interest by virtue of that certain Public Utility Easement dated September 21, 2007 and recorded December 2007 in Official Records Book 3613, Page 1245 in Public Records of Osceola County, Florida. This easement is not being condemned by this action.

WHEREFORE, Petitioner demands:

(a) That the property described in this Petition be condemned and taken by the Petitioner for the uses and purposes set forth in this Petition, and that the interest sought by this Petitioner in each property, as set forth in the Petition, be vested in the Petitioner.

(b) That there be a jury trial, by a jury of 12 persons, of all issues so triable.

(c) That the jury be required to view the property.

(d) That Petitioner be granted possession and title in advance of final judgment.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY:   
\_\_\_\_\_

George K. Gaskell  
Florida Bar No.: 330388  
Florida's Turnpike Enterprise  
Post Office Box 613069  
Milepost 263, Building 5315  
Ocoee, FL 34761  
(407) 264-3174  
(407) 822-6443 (fax)  
Primary: [george.gaskell@dot.state.fl.us](mailto:george.gaskell@dot.state.fl.us)  
Secondary: [jacqueline.kinker@dot.state.fl.us](mailto:jacqueline.kinker@dot.state.fl.us)  
*Attorney for Petitioner*

**CERTIFICATE**

I HEREBY CERTIFY that the foregoing is a true and correct copy of a certain Resolution signed by the Executive Director of Florida's Turnpike Enterprise in her official capacity on the 21st day of October, 2021, the original of which has the authentic seal of the Department of Transportation affixed thereto and which is of record in the Office of the State of Florida, Department of Transportation.

Dated this 18 day of January, 2023, at Ocoee, Orange County, Florida.

Melissa  
Whitman

*Melissa W Whitman*

~~Denise Carrier~~, Executive Secretary  
to Executive Director of Florida's Turnpike  
Enterprise



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PROJECT RESOLUTION  
FOR STATE HIGHWAY SYSTEM PROJECTS**

**WHEREAS**, pursuant to Chapters 334 through 339 and Chapters 73 and 74, Florida Statutes, as amended, the State of Florida, Department of Transportation ("Department") has authority to locate and designate certain transportation facilities as a part of the State Highway System and construct and maintain the same with funds which are now or which may hereafter become available to the Department; and

**WHEREAS**, pursuant to Chapters 334 through 339 and Chapters 73 and 74, Florida Statutes, as amended, the highway authorities of the state, counties, cities, towns, and villages, acting alone or in cooperation with each other or with any federal, state, or local agency of any other state having authority to participate in the construction and maintenance of transportation facilities, are authorized to designate, provide, and regulate limited access facilities; and

**WHEREAS**, pursuant to Section 337.27, Florida Statutes, the Secretary of Transportation has delegated the authority to execute eminent domain resolutions to the Chief Administrative Officer of the Florida's Turnpike Enterprise in which the property is located; and

**WHEREAS**, the property to be acquired hereunder is located within the Florida's Turnpike Enterprise of the Department; and

**WHEREAS**, Nicola Liquori is the Chief Administrative Officer of Florida's Turnpike Enterprise; and

**WHEREAS**, the Department has bifurcated its eminent domain resolutions into two types of resolutions; the Project Resolution, authorizing acquisition of property and property rights for the transportation facility, and the Parcel Resolution, authorizing the parcel acquisition and identifying the specific property and property rights to be acquired for the transportation facility; and

**WHEREAS**, the Department has prepared Right of Way maps showing the two geographic points (beginning and ending points of the transportation corridor) for Item/Segment Numbers 441224-2 and 441224-4 together with the projected area within said corridor; and

**WHEREAS**, the Department anticipates revising the Right of Way maps to reflect changes that may occur within the area between the two geographic points of the transportation corridor. The two geographic points will remain the same unless changed by a Supplemental Project Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Executive Director that the Florida's Turnpike Enterprise's State Road 91 – Florida's Turnpike Kissimmee Park Road Interchange removal and New Nolte Road Interchange improvements project at Mile Post 239 (begin at station 4491+60) and end at MP 242(end at station 4650+00), in Osceola County, Florida is hereby located and designated as Item/Segment Numbers 441224-2 and 441224-4, and the line and location of said part of said facility, as reflected in the Right of Way maps, are hereby designated as a part of the State Highway System; and

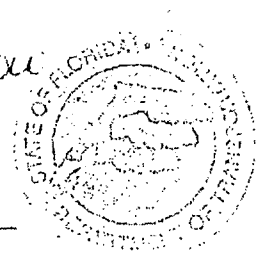
**BE IT FURTHER RESOLVED**, that the Executive Director, finding that traffic conditions, present or future, would justify said facility being designated as a limited access facility, hereby designates, or has designated the same as a limited access facility; and

**BE IT FURTHER RESOLVED**, that it is the judgment of the Department that the construction of said portion of said Item/Segment Number is necessary, practical and in the best interest of the State; and that the acquisition of such property and property rights as are needed for said construction is necessary for the performance of its duties and for the construction, reconstruction, and maintenance of said state facility for the use of the general public; and that the Department is authorized to make such acquisition by gift, purchase, or condemnation.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: Nicola Liquori  
Nicola Liquori  
Executive Director and  
Chief Executive Officer

ATTEST: Debra Carr  
Executive Secretary  
(SEAL)



DATE: October 21, 2021

Legal Review:

By: George K. Gaskell  
George K. Gaskell



**GENERAL NOTES**

1. THE RIGHT OF WAY BOUNDARIES SHOWN ON THIS MAP WERE DETERMINED BY THE SURVEYING ENGINEER IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES.

2. THE RIGHT OF WAY BOUNDARIES SHOWN ON THIS MAP WERE DETERMINED BY THE SURVEYING ENGINEER IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES.

3. THE RIGHT OF WAY BOUNDARIES SHOWN ON THIS MAP WERE DETERMINED BY THE SURVEYING ENGINEER IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES.

4. THE RIGHT OF WAY BOUNDARIES SHOWN ON THIS MAP WERE DETERMINED BY THE SURVEYING ENGINEER IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES.

5. THE RIGHT OF WAY BOUNDARIES SHOWN ON THIS MAP WERE DETERMINED BY THE SURVEYING ENGINEER IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

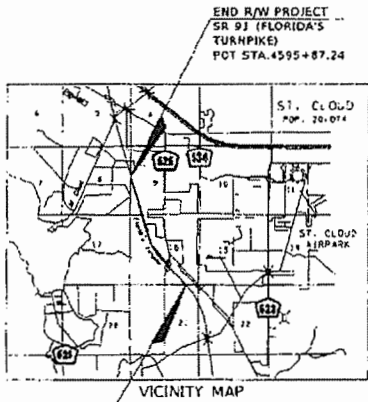
**RIGHT OF WAY MAP**  
**SR 91 (FLORIDA'S TURNPIKE)**  
**ROADWAY SECTION N/A**  
**F.A. PROJECT NO. N/A**  
**FINANCIAL PROJECT ID 441224-2**  
**OSCEOLA COUNTY**  
**TRAVERSING THROUGH**  
**SECTIONS 9 AND 16.**  
**TOWNSHIP 26 SOUTH, RANGE 30 EAST**



PROJECT LOCATION

**LEGEND**

1. Right of Way Boundary	2. Right of Way Boundary	3. Right of Way Boundary	4. Right of Way Boundary
5. Right of Way Boundary	6. Right of Way Boundary	7. Right of Way Boundary	8. Right of Way Boundary
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VICINITY MAP  
BEGIN R/W PROJECT  
SR 91 (FLORIDA'S  
TURNPIKE)  
POT STA. 4500+65.06

END R/W PROJECT  
SR 91 (FLORIDA'S  
TURNPIKE)  
POT STA. 4595+87.24

**SHEET INDEX**

Sheet No.	Sheet Description
1	Right of Way Boundary
2	Right of Way Boundary
3	Right of Way Boundary
4	Right of Way Boundary
5	Right of Way Boundary
6	Right of Way Boundary
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**TOPOGRAPHY LEGEND**

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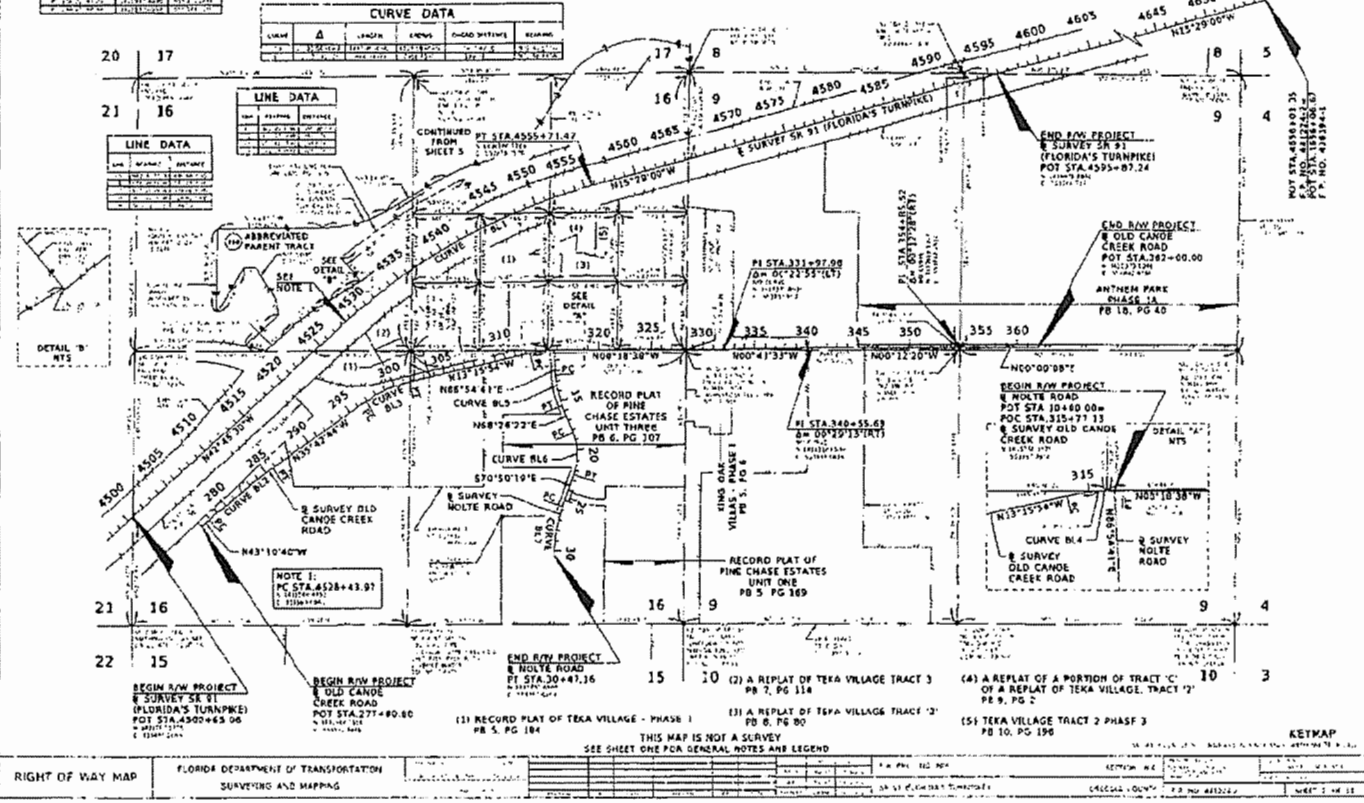
THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	PROJECT NO. 441224-2	SECTION 9 & 16	OSCEOLA COUNTY	SHEET 2 OF 2
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TOWNSHIP 26 SOUTH, RANGE 30 EAST

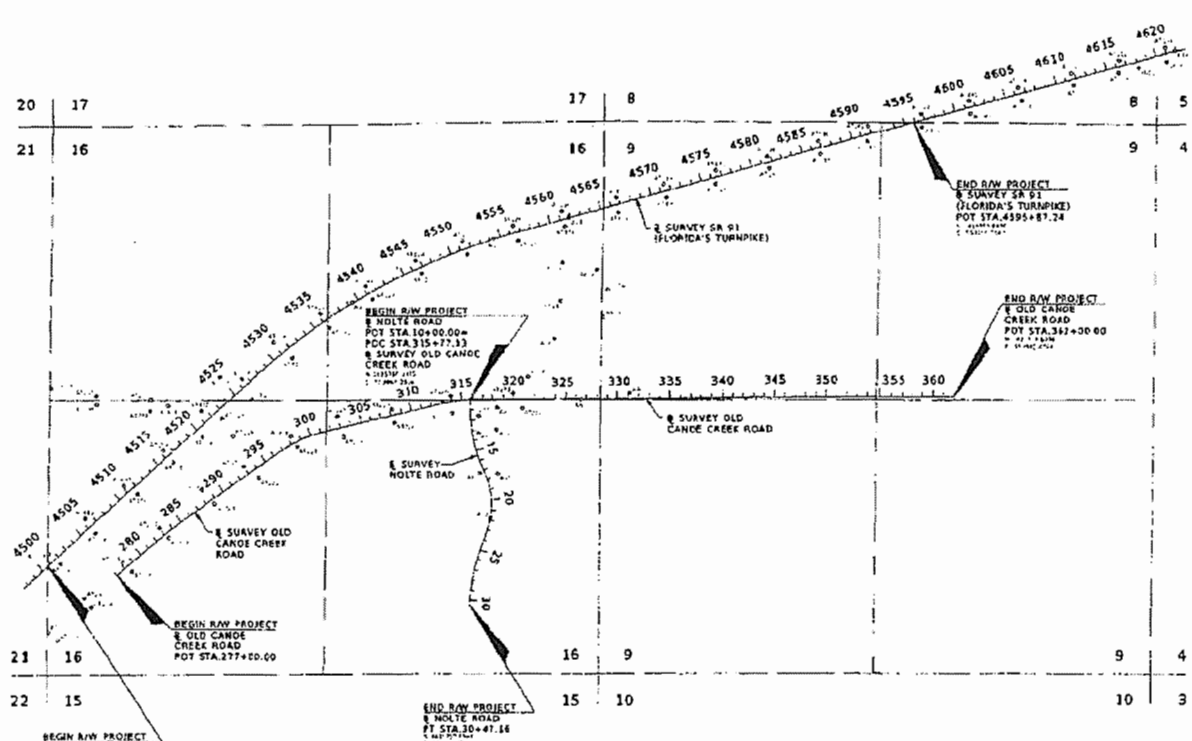
COORDINATE DATA		
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2	4555+71.47	4555+71.47
3	4555+71.47	4555+71.47
4	4555+71.47	4555+71.47
5	4555+71.47	4555+71.47
6	4555+71.47	4555+71.47
7	4555+71.47	4555+71.47
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13	4555+71.47	4555+71.47
14	4555+71.47	4555+71.47
15	4555+71.47	4555+71.47
16	4555+71.47	4555+71.47
17	4555+71.47	4555+71.47

CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA	
BL	PI	BL	PI	BL	PI	BL	PI	BL	PI	BL	PI	BL	PI
BL1	PI STA 4542+34.07	BL2	PI STA 281+84.38	BL3	PI STA 299+35.21	BL4	PI STA 314+81.34	BL5	PI STA 13-95.33	BL6	PI STA 20+46.39	BL7	PI STA 28-66.28
N	1414761.1280	N	1411717.2811	N	1414126.8937	N	1415853.2891	N	1415771.5477	N	1418011.7925	N	1415758.4383
E	5527409.8558	E	5527409.8558	E	5527277.1073	E	552867.2642	E	554742.1323	E	554870.1545	E	555695.6205
Δ	271°18'00"(RT)	Δ	017°27'56"(RT)	Δ	327°26'50"(RT)	Δ	17°27'16"(RT)	Δ	18°28'19"(LT)	Δ	40°43'19"(RT)	Δ	40°43'19"(RT)
D	01°00'00"	D	00°57'18"	D	04°46'29"	D	04°45'25"	D	05°56'50"	D	09°58'14"	D	03°59'37"
T	1390.10'	T	291.85'	T	238.13'	T	136.24'	T	155.35'	T	212.81'	T	215.61'
L	3727.50'	L	181.78'	L	470.13'	L	271.32'	L	308.63'	L	407.74'	L	488.49'
R	5729.58'	R	6000.00'	R	1200.00'	R	1200.00'	R	855.37'	R	573.69'	R	1432.69'
PC	STA 4528+43.97	PC	STA 277+82.83	PC	STA 306+81.08	PC	STA 313+45.10	PC	STA 13+88.98	PC	STA 18+33.49	PC	STA 20+46.39
PT	STA 4555+71.47	PT	STA 285+74.72	PT	STA 301+51.22	PT	STA 316+16.42	PT	STA 15+41.98	PT	STA 22+41.22	PT	STA 30+47.16



RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	THIS MAP IS NOT A SURVEY SEE SHEET ONE FOR GENERAL NOTES AND LEGEND	DATE: 11/11/11 SCALE: AS SHOWN PROJECT: SURVEY SK 91 (FLORIDA'S TURNPIKE) SHEET: 2 OF 11
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TOWNSHIP 26 SOUTH, RANGE 30 EAST



BEGIN R/W PROJECT  
 SURVEY SR 01  
 (FLORIDA'S TURNPIKE)  
 POT STA 4500+45.06

BEGIN R/W PROJECT  
 SURVEY SR 01  
 (FLORIDA'S TURNPIKE)  
 POT STA 4500+45.06

BEGIN R/W PROJECT  
 SURVEY SR 01  
 (FLORIDA'S TURNPIKE)  
 POT STA 4500+45.06

END R/W PROJECT  
 SURVEY SR 01  
 (FLORIDA'S TURNPIKE)  
 POT STA 4500+45.06

END R/W PROJECT  
 SURVEY SR 01  
 (FLORIDA'S TURNPIKE)  
 POT STA 4595+87.24

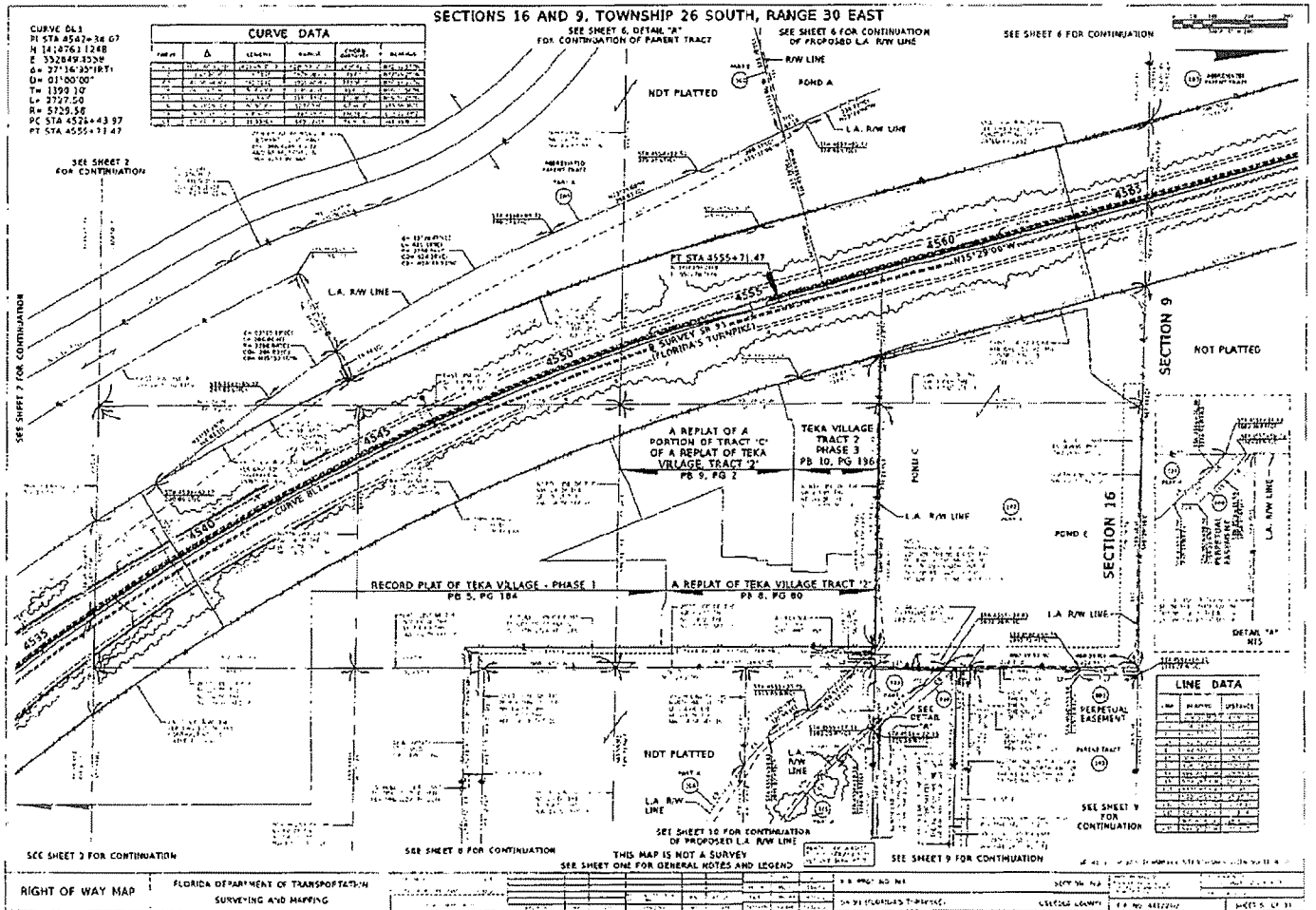
END R/W PROJECT  
 SURVEY SR 01  
 (FLORIDA'S TURNPIKE)  
 POT STA 4595+87.24

THIS MAP IS NOT A SURVEY  
 SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

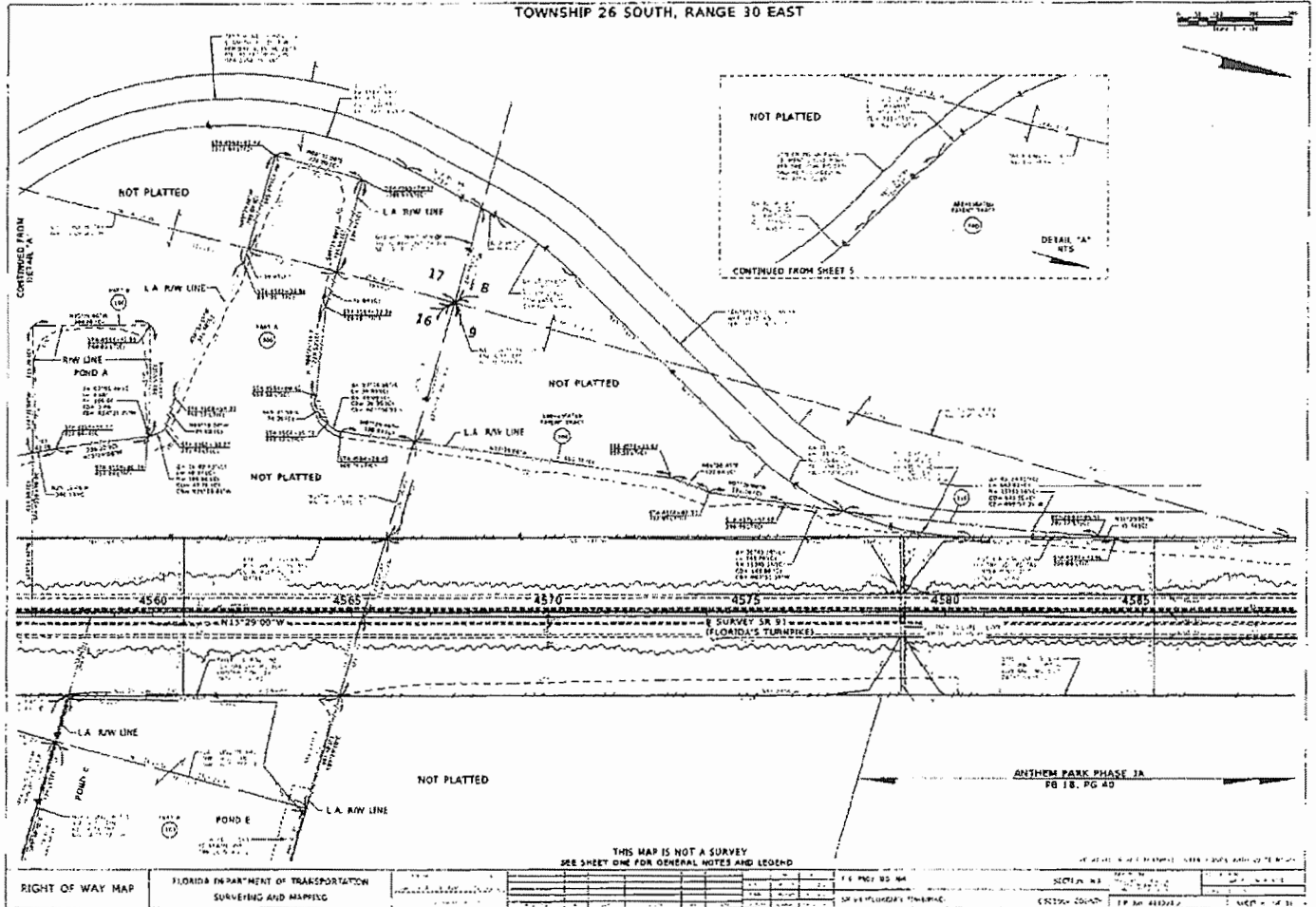
PROJECT NETWORK CONTROL

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	PROJECT INFORMATION		PROJECT NETWORK CONTROL	
		PROJECT NO. SR 91, FLORIDA'S TURNPIKE	SECTION NO. 16	SECTION NO. 16	SHEET NO. 4 OF 11

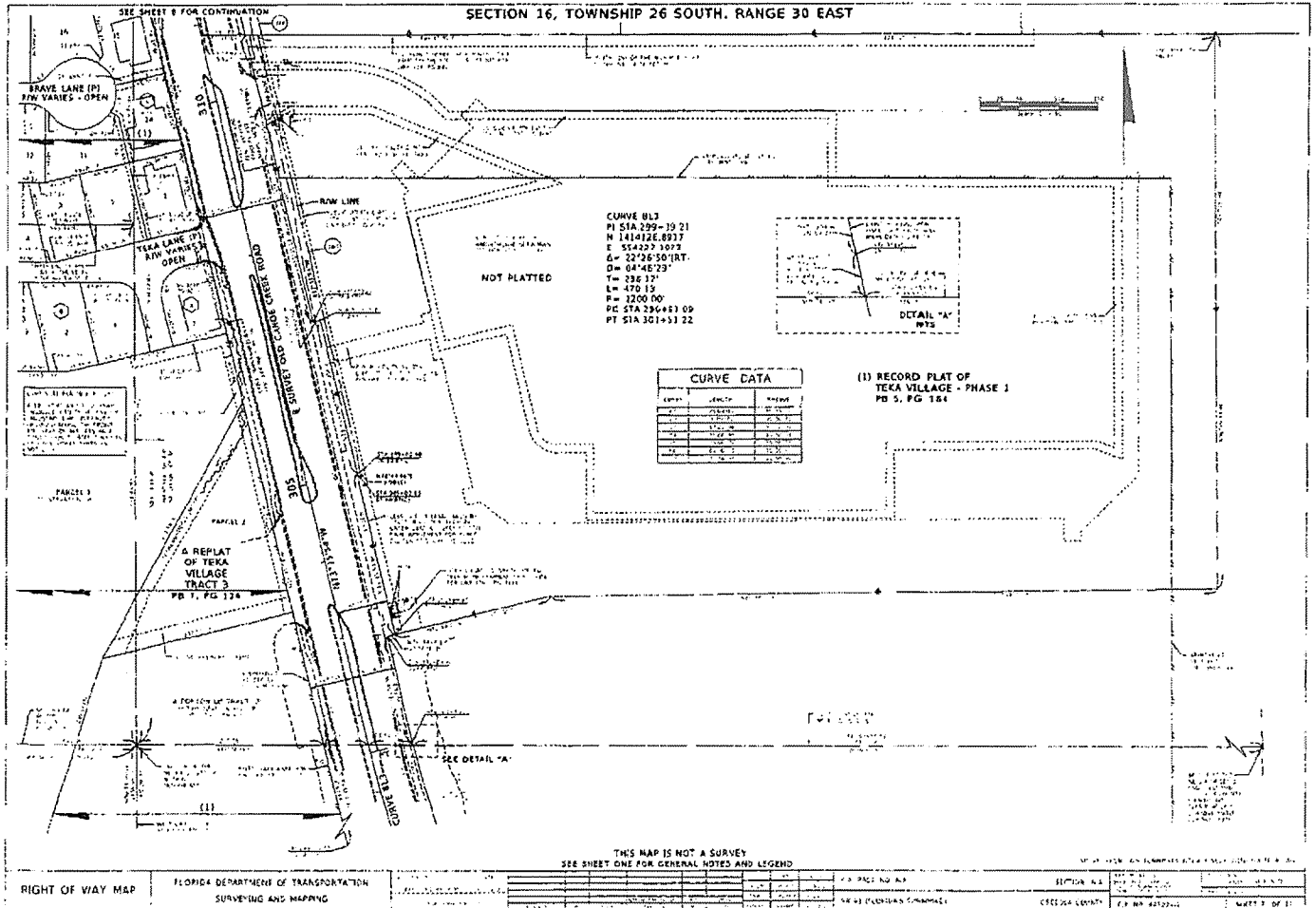


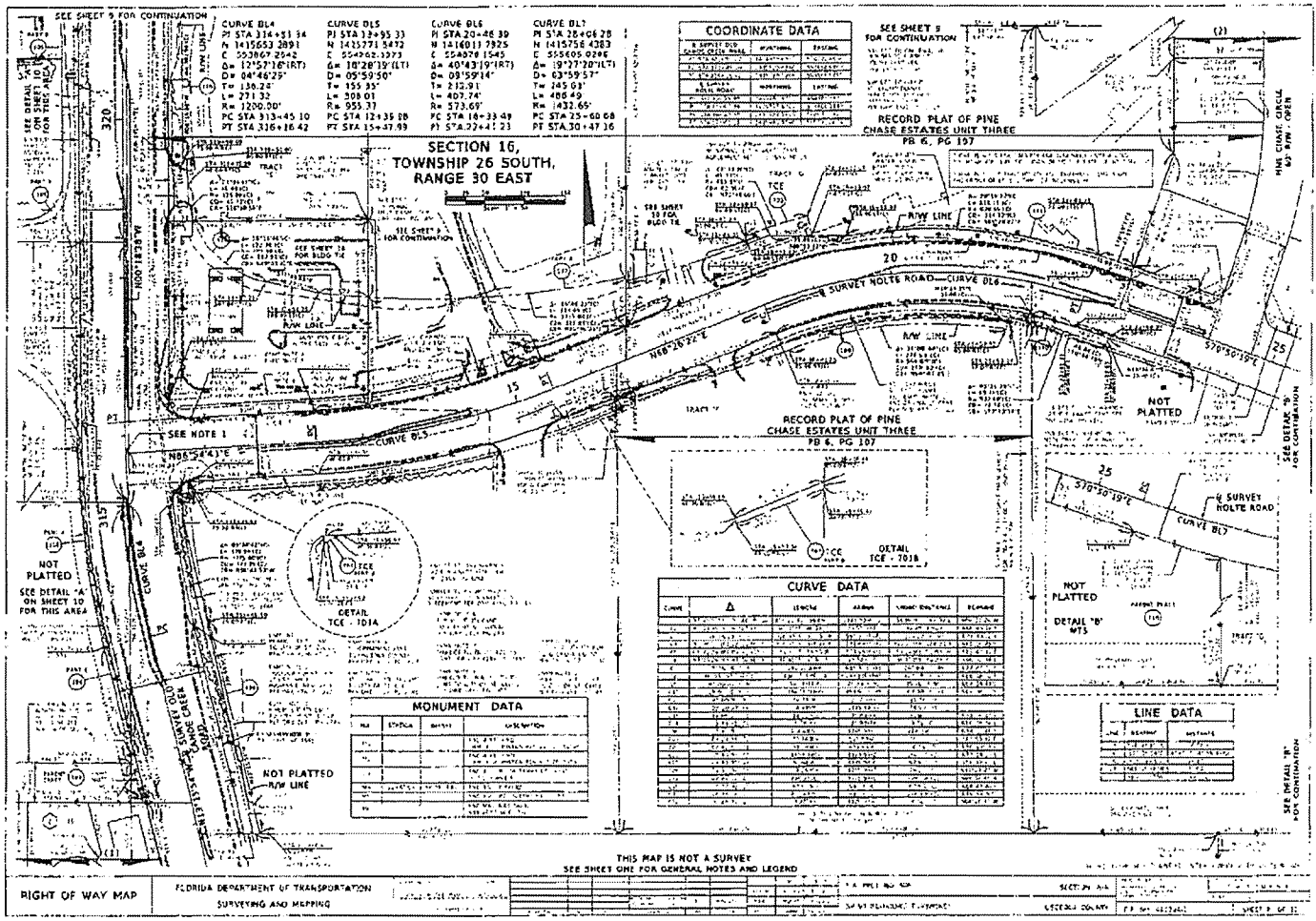


TOWNSHIP 26 SOUTH, RANGE 30 EAST



SECTION 16, TOWNSHIP 26 SOUTH, RANGE 30 EAST





**CURVE DATA**

Curve No.	PC	PT	PI	Curve Length	Delta	Radius	Tangent	Chord	Area
BL4	314+81.34	318+91.34	318+95.33	1415.652	289.1	1415.771	547.2	1416.011	792.5
BL5	318+95.33	324+02.1373	324+08.1542	554.602	139.73	554.602	139.73	554.602	139.73
BL6	324+08.1542	329+15.1871	329+21.1871	595.950	146.25	595.950	146.25	595.950	146.25
BL7	329+21.1871	334+28.1925	334+34.1925	547.214	139.73	547.214	139.73	547.214	139.73
BL8	334+34.1925	339+41.1979	339+47.1979	513.657	132.91	513.657	132.91	513.657	132.91
BL9	339+47.1979	344+54.2033	344+60.2033	480.449	126.65	480.449	126.65	480.449	126.65
BL10	344+60.2033	349+67.2087	349+73.2087	447.241	120.40	447.241	120.40	447.241	120.40
BL11	349+73.2087	354+80.2141	354+86.2141	414.033	114.15	414.033	114.15	414.033	114.15

**COORDINATE DATA**

Point	N	E	Height
BL1	1415752.4383	554605.0286	191.72
BL2	1415756.4383	554605.0286	191.72
BL3	1415760.4383	554605.0286	191.72
BL4	1415764.4383	554605.0286	191.72
BL5	1415768.4383	554605.0286	191.72
BL6	1415772.4383	554605.0286	191.72
BL7	1415776.4383	554605.0286	191.72
BL8	1415780.4383	554605.0286	191.72
BL9	1415784.4383	554605.0286	191.72
BL10	1415788.4383	554605.0286	191.72
BL11	1415792.4383	554605.0286	191.72

**MONUMENT DATA**

No.	Symbol	Bearing	Description
1	Iron Pipe	N 89° 59' 50" E	1.00' to Curve BL4
2	Iron Pipe	S 89° 59' 50" W	1.00' to Curve BL4
3	Iron Pipe	N 89° 59' 50" E	1.00' to Curve BL5
4	Iron Pipe	S 89° 59' 50" W	1.00' to Curve BL5
5	Iron Pipe	N 89° 59' 50" E	1.00' to Curve BL6
6	Iron Pipe	S 89° 59' 50" W	1.00' to Curve BL6
7	Iron Pipe	N 89° 59' 50" E	1.00' to Curve BL7
8	Iron Pipe	S 89° 59' 50" W	1.00' to Curve BL7
9	Iron Pipe	N 89° 59' 50" E	1.00' to Curve BL8
10	Iron Pipe	S 89° 59' 50" W	1.00' to Curve BL8
11	Iron Pipe	N 89° 59' 50" E	1.00' to Curve BL9
12	Iron Pipe	S 89° 59' 50" W	1.00' to Curve BL9
13	Iron Pipe	N 89° 59' 50" E	1.00' to Curve BL10
14	Iron Pipe	S 89° 59' 50" W	1.00' to Curve BL10
15	Iron Pipe	N 89° 59' 50" E	1.00' to Curve BL11
16	Iron Pipe	S 89° 59' 50" W	1.00' to Curve BL11

**CURVE DATA**

Curve	Delta	Length	Area	Point	Remarks
BL4	289.1	1415.652	1415.771	318+95.33	PC
BL5	139.73	554.602	554.602	324+08.1542	PC
BL6	146.25	595.950	595.950	329+21.1871	PC
BL7	139.73	547.214	547.214	334+34.1925	PC
BL8	132.91	513.657	513.657	339+47.1979	PC
BL9	126.65	480.449	480.449	344+60.2033	PC
BL10	120.40	447.241	447.241	349+73.2087	PC
BL11	114.15	414.033	414.033	354+86.2141	PC

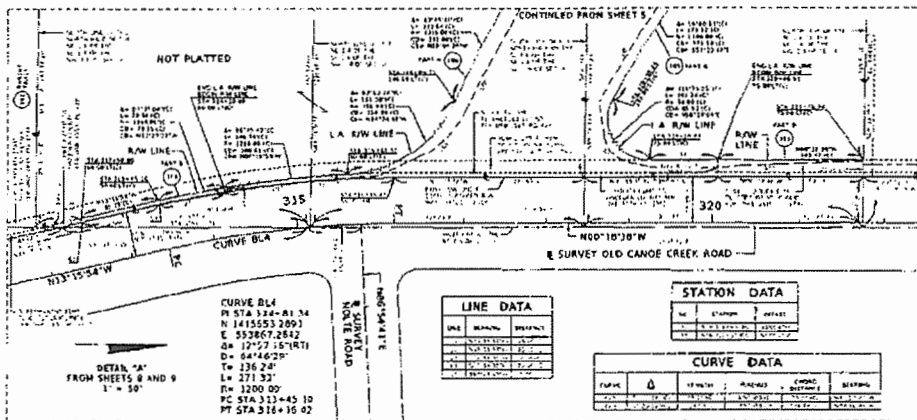
**LINE DATA**

Line No.	From	To	Bearing	Distance
1	BL1	BL2	N 89° 59' 50" E	1.00'
2	BL2	BL3	S 89° 59' 50" W	1.00'
3	BL3	BL4	N 89° 59' 50" E	1.00'
4	BL4	BL5	S 89° 59' 50" W	1.00'
5	BL5	BL6	N 89° 59' 50" E	1.00'
6	BL6	BL7	S 89° 59' 50" W	1.00'
7	BL7	BL8	N 89° 59' 50" E	1.00'
8	BL8	BL9	S 89° 59' 50" W	1.00'
9	BL9	BL10	N 89° 59' 50" E	1.00'
10	BL10	BL11	S 89° 59' 50" W	1.00'

THIS MAP IS NOT A SURVEY  
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND







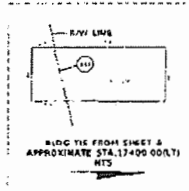
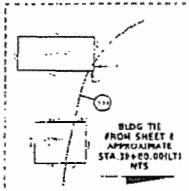
DETAIL "A"  
FROM SHEETS 8 AND 9  
1" = 50'

CURVE BL4  
N STA 314+81.34  
N 1415553.2093  
E 532867.2642  
D= 127°57'51.8471  
D= 64746.20'  
T= 136.24'  
L= 271.33'  
R= 1200.00'  
PC STA 313+45.10  
PT STA 316+16.02

LINE DATA		
LINE	BEARING	DISTANCE
1	N 113°15'54" W	315
2	N 113°15'54" W	320

STATION DATA		
STATION	ELEVATION	OFFSET
315		
320		

CURVE DATA				
STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	BEARING
315				
320				



THIS MAP IS NOT A SURVEY  
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

DETAIL SHEET

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	PROJECT NO.	DATE	SCALE	PROJECT NO.	SECTION NO.	DATE	PROJECT NO.	SHEET NO.
					SP 53 (FLORIDA) T-28 (PART)	SECTION NO.		SECTION NO.	SHEET NO. OF 31

**TABLE OF OWNERSHIPS**

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS	RECORDING DATA	REVISIONS
				LEFT	RIGHT			
100	11	DEPARTMENT OF TRANSPORTATION	100.00					
101	12	CONCRETE & REPAIR CONTRACTORS	100.00					
102	13	J. B. HOSPITAL INC	100.00					
103	14	WALTON UNIVERSITY	100.00					
104	15	WALTON UNIVERSITY	100.00					
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130	41	WALTON UNIVERSITY	100.00					
131	42	WALTON UNIVERSITY	100.00					
132	43	WALTON UNIVERSITY	100.00					
133	44	WALTON UNIVERSITY	100.00					
134	45	WALTON UNIVERSITY	100.00					
135	46	WALTON UNIVERSITY	100.00					
136	47	WALTON UNIVERSITY	100.00					
137	48	WALTON UNIVERSITY	100.00					
138	49	WALTON UNIVERSITY	100.00					
139	50	WALTON UNIVERSITY	100.00					
140	51	WALTON UNIVERSITY	100.00					
141	52	WALTON UNIVERSITY	100.00					
142	53	WALTON UNIVERSITY	100.00					
143	54	WALTON UNIVERSITY	100.00					
144	55	WALTON UNIVERSITY	100.00					
145	56	WALTON UNIVERSITY	100.00					
146	57	WALTON UNIVERSITY	100.00					
147	58	WALTON UNIVERSITY	100.00					
148	59	WALTON UNIVERSITY	100.00					
149	60	WALTON UNIVERSITY	100.00					
150	61	WALTON UNIVERSITY	100.00					
151	62	WALTON UNIVERSITY	100.00					
152	63	WALTON UNIVERSITY	100.00					
153	64	WALTON UNIVERSITY	100.00					
154	65	WALTON UNIVERSITY	100.00					
155	66	WALTON UNIVERSITY	100.00					
156	67	WALTON UNIVERSITY	100.00					
157	68	WALTON UNIVERSITY	100.00					
158	69	WALTON UNIVERSITY	100.00					
159	70	WALTON UNIVERSITY	100.00					
160	71	WALTON UNIVERSITY	100.00					
161	72	WALTON UNIVERSITY	100.00					
162	73	WALTON UNIVERSITY	100.00					
163	74	WALTON UNIVERSITY	100.00					
164	75	WALTON UNIVERSITY	100.00					
165	76	WALTON UNIVERSITY	100.00					
166	77	WALTON UNIVERSITY	100.00					
167	78	WALTON UNIVERSITY	100.00					
168	79	WALTON UNIVERSITY	100.00					
169	80	WALTON UNIVERSITY	100.00					
170	81	WALTON UNIVERSITY	100.00					
171	82	WALTON UNIVERSITY	100.00					
172	83	WALTON UNIVERSITY	100.00					
173	84	WALTON UNIVERSITY	100.00					
174	85	WALTON UNIVERSITY	100.00					
175	86	WALTON UNIVERSITY	100.00					
176	87	WALTON UNIVERSITY	100.00					
177	88	WALTON UNIVERSITY	100.00					
178	89	WALTON UNIVERSITY	100.00					
179	90	WALTON UNIVERSITY	100.00					
180	91	WALTON UNIVERSITY	100.00					
181	92	WALTON UNIVERSITY	100.00					
182	93	WALTON UNIVERSITY	100.00					
183	94	WALTON UNIVERSITY	100.00					
184	95	WALTON UNIVERSITY	100.00					
185	96	WALTON UNIVERSITY	100.00					
186	97	WALTON UNIVERSITY	100.00					
187	98	WALTON UNIVERSITY	100.00					
188	99	WALTON UNIVERSITY	100.00					
189	100	WALTON UNIVERSITY	100.00					

FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	THIS MAP IS NOT A SURVEY		LEGEND		SEE SHEET ONE FOR GENERAL NOTES AND LEGEND		DATE: 11/11/2021 DRAWN BY: J. B. HOSPITAL INC CHECKED BY: J. B. HOSPITAL INC SCALE: AS SHOWN SHEET NO. 11 OF 11
	PARCEL NUMBER ID	TYPE USE	PARCEL NUMBER ID	TYPE USE	PARCEL NUMBER ID	TYPE USE	
100-000	DEEDS OF ALL TYPES	100-000	DEEDS OF ALL TYPES	100-000	DEEDS OF ALL TYPES	100-000	DEEDS OF ALL TYPES
100-000	TEMPORARY EASEMENTS	100-000	TEMPORARY EASEMENTS	100-000	TEMPORARY EASEMENTS	100-000	TEMPORARY EASEMENTS

Exhibit "B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
EMINENT DOMAIN PARCEL RESOLUTION

**WHEREAS**, pursuant to Chapters 334 through 339 and Chapters 73 and 74, Florida Statutes, as amended, the State of Florida Department of Transportation ("Department") has authority to locate and designate certain transportation facilities as a part of the State Highway System and construct and maintain the same with funds which are now or which may hereafter become available to the Department; and

**WHEREAS**, pursuant to Section 337.27, Florida Statutes, the Secretary of Transportation has delegated the authority to execute eminent domain resolutions to the Chief Administrative Officer of Florida's Turnpike Enterprise in which the property is located; and

**WHEREAS**, the property to be acquired hereunder is located in Florida's Turnpike Enterprise of the Department; and

**WHEREAS**, Nicola Liquori is the chief administrative officer of said Enterprise; and

**WHEREAS**, the Executive Director of Florida's Turnpike Enterprise by Resolution dated October 21, 2021, did locate and designate Item/Segment Number 441224-2 and

**WHEREAS**, it is the finding of the Executive Director, that the acquisition of the property and property rights as described in the parcel description under Department Parcel Number 100 copy of which description is attached and by reference made a part hereof, is necessary, to the extent of the estate or interest set forth in the respective parcel description, for the performance of the duties of the Department and for the construction, reconstruction, and maintenance of said state facility.

**NOW, THEREFORE, BE IT RESOLVED**, by the State of Florida Department of Transportation, that said property description is ratified and confirmed; and,

**BE IT FURTHER RESOLVED**, by the Department, that the acquisition of the property and property rights, described in said attached parcel description is necessary for the performance of its duties and for the construction, reconstruction, and maintenance of said state facility for the use of the general public; and the Department is hereby authorized to acquire the same by gift, purchase, or condemnation.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
FLORIDA'S TURNPIKE ENTERPRISE

Dated: 2/1/2023

By: Nicola Liquori  
Nicola Liquori  
Executive Director and  
Chief Executive Officer

(SEAL)

ATTEST: Melissa W. Whitman  
Executive Secretary

Legal Review:

George K. Gaskell  
Assistant General Counsel



PREPARED BY: Sheila A. Ware, P.S.M.  
DATE: August 11, 2021

PARCEL NO.: 100  
F.P. ID: 441224-2  
STATE ROAD 91  
(FLORIDA'S TURNPIKE)  
INTERCHANGE WITH  
NOLTE ROAD  
COUNTY: OSCEOLA

**FEE SIMPLE LIMITED ACCESS RIGHT-OF-WAY  
PART A**

THAT PART OF:

The West half of the Northwest 1/4 of Section 16, and the Northeast 1/4 of the Northeast 1/4 of Section 17, all lying West of State Road 91 (Florida's Turnpike) in Township 26 South, Range 30 East, Osceola County, Florida as recorded in Official Records Book 5580, Page 2272 of the Public Records of Osceola County, Florida more particularly described as follows;

Commence at a found 1-1/2-inch iron pipe with no identification marking the Southwest corner of the Northwest 1/4 of Section 16, Township 26 South, Range 30 East; thence run North 00°45'30" West along the West line of said Northwest 1/4, a distance of 2642.43 feet to a found 6-inch by 6-inch concrete monument with no identification (broken) marking the Northwest corner of the Northwest 1/4 of said Section 16; thence departing said West line, run South 89°29'10" East along the North line of said Northwest 1/4, a distance of 370.71 feet to the POINT OF BEGINNING; thence continue South 89°29'10" East along said North line, a distance of 252.35 feet to a point on the existing Westerly Limited Access Right of Way line of State Road 91 (Florida's Turnpike), a 400 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map, Financial Project Number 441224-2; thence run along said Westerly Limited Access Right of Way line the following two (2) courses and distances: thence South 15°29'00" East, a distance of 1015.67 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 5929.58 feet, a chord distance of 1107.25 feet and a chord bearing of South 20°50'26" East; thence run Southeasterly along the arc of said curve through a central angle of 10°42'53", a distance of 1108.87 feet to a point on the existing Westerly Right of Way line of said State Road 91; thence departing said curve and said Westerly Limited Access Right of Way line, run South 63°48'07" West along said Westerly Right of Way line, a distance of 79.79 feet to a point on a curve, concave Northeasterly, having a radius of 3368.04 feet, a chord distance of 624.28 feet and a chord bearing of North 28°48'03" West; thence departing said Westerly Right of Way line, run Northwesterly along the arc of said curve through a central angle of 10°38'07", a distance of 625.18 feet to the point of tangency thereof; thence North 23°29'00" West, a distance of 398.61 feet; thence North 25°12'06" West, a distance of 300.13 feet; thence North 23°29'00" West, a distance of 236.22 feet to the point of curvature of a curve, concave Southwesterly, having a radius of 106.00 feet, a chord distance of 47.76 feet and a chord bearing of North

36°30'06" West; thence run Northwesterly along the arc of said curve through a central angle of 26°02'13", a distance of 48.17 feet; thence departing said curve, run North 89°29'00" West, a distance of 85.10 feet; thence North 78°54'35" West, a distance of 381.48 feet; thence North 89°29'00" West, a distance of 39.97 feet to a point on the West line of the Northwest 1/4 of said Section 16; thence departing said West line, continue North 89°29'00" West, into the Northeast 1/4 of the Northeast 1/4 of Section 17, a distance of 245.03 feet; thence North 00°31'00" East, a distance of 230.00 feet; thence South 89°29'00" East, a distance of 239.91 feet to a point on aforesaid West line of the Northwest 1/4 of Section 16; thence departing said West line, continue South 89°29'00" East, a distance of 95.09 feet; thence North 80°26'10" East, a distance of 228.53 feet; thence North 49°47'58" East, a distance of 74.36 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 40.00 feet, a chord distance of 38.35 feet and a chord bearing of North 21°09'29" East; thence run Northeasterly along the arc of said curve through a central angle of 57°16'58", a distance of 39.99 feet to the point of tangency thereof; thence North 07°29'00" West, a distance of 188.04 feet to the POINT OF BEGINNING.

Containing 13.935 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

**TOGETHER WITH THE FOLLOWING:**

**FEE SIMPLE RIGHT OF WAY  
PART B**

THAT PART OF:

The Northwest 1/4 of the Northwest 1/4 of Section 16, lying West of State Road 91 (Florida's Turnpike) in Township 26 South, Range 30 East, Osceola County, Florida as recorded in Official Records Book 5580, Page 2272 of the Public Records of Osceola County, Florida more particularly described as follows;

Commence at a found 1-1/2-inch iron pipe with no identification marking the Southwest corner of the Northwest 1/4 of Section 16, Township 26 South, Range 30 East; thence run North 00°45'30" West along the West line of said Northwest 1/4, a distance of 2642.43 feet to a found 6-inch by 6-inch concrete monument with no identification (broken) marking the Northwest corner of the Northwest 1/4 of said Section 16; thence departing said West line, run South 89°29'10" East along the North line of said Northwest 1/4, a distance of 831.12 feet to a point on the existing Survey Baseline of State Road 91 (Florida's Turnpike), a 400 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map, Financial Project Number 441224-2; thence departing

said North line, run South 15°29'00" East, a distance of 839.80 feet; thence departing said Survey Baseline, run South 74°31'00" West, a distance of 414.30 feet to the POINT OF BEGINNING; thence continue South 74°31'00" West, a distance of 325.70 feet; thence North 15°29'00" West, a distance of 300.00 feet; thence North 74°31'00" East, a distance of 281.55 feet to a point on a curve, concave Southwesterly, having a radius of 106.00 feet, a chord distance of 3.86 feet and a chord bearing of South 24°31'35" East; thence run Southeasterly along the arc of said curve through a central angle of 02°05'09", a distance of 3.86 feet to the point of tangency thereof; thence South 23°29'00" East, a distance of 236.22 feet; thence South 25°12'06" East, a distance of 63.18 feet to the POINT OF BEGINNING.

Containing 2.086 acres, more or less.

Containing in the aggregate 16.021 acres, more or less.

Exhibit "C"

PREPARED BY: Sheila A. Ware, P.S.M.  
DATE: August 11, 2021

PARCEL NO.: 100  
F.P. ID: 441224-2  
STATE ROAD 91  
(FLORIDA'S TURNPIKE)  
INTERCHANGE WITH  
NOLTE ROAD  
COUNTY: OSCEOLA

**FEE SIMPLE LIMITED ACCESS RIGHT-OF-WAY  
PART A**

THAT PART OF:

The West half of the Northwest 1/4 of Section 16, and the Northeast 1/4 of the Northeast 1/4 of Section 17, all lying West of State Road 91 (Florida's Turnpike) in Township 26 South, Range 30 East, Osceola County, Florida as recorded in Official Records Book 5580, Page 2272 of the Public Records of Osceola County, Florida more particularly described as follows;

Commence at a found 1-1/2-inch iron pipe with no identification marking the Southwest corner of the Northwest 1/4 of Section 16, Township 26 South, Range 30 East; thence run North 00°45'30" West along the West line of said Northwest 1/4, a distance of 2642.43 feet to a found 6-inch by 6-inch concrete monument with no identification (broken) marking the Northwest corner of the Northwest 1/4 of said Section 16; thence departing said West line, run South 89°29'10" East along the North line of said Northwest 1/4, a distance of 370.71 feet to the POINT OF BEGINNING; thence continue South 89°29'10" East along said North line, a distance of 252.35 feet to a point on the existing Westerly Limited Access Right of Way line of State Road 91 (Florida's Turnpike), a 400 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map, Financial Project Number 441224-2; thence run along said Westerly Limited Access Right of Way line the following two (2) courses and distances: thence South 15°29'00" East, a distance of 1015.67 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 5929.58 feet, a chord distance of 1107.25 feet and a chord bearing of South 20°50'26" East; thence run Southeasterly along the arc of said curve through a central angle of 10°42'53", a distance of 1108.87 feet to a point on the existing Westerly Right of Way line of said State Road 91; thence departing said curve and said Westerly Limited Access Right of Way line, run South 63°48'07" West along said Westerly Right of Way line, a distance of 79.79 feet to a point on a curve, concave Northeasterly, having a radius of 3368.04 feet, a chord distance of 624.28 feet and a chord bearing of North 28°48'03" West; thence departing said Westerly Right of Way line, run Northwesterly along the arc of said curve through a central angle of 10°38'07", a distance of 625.18 feet to the point of tangency thereof; thence North 23°29'00" West, a distance of 398.61 feet; thence North 25°12'06" West, a distance of 300.13 feet; thence North 23°29'00" West, a distance of 236.22 feet to the point of curvature of a curve, concave Southwesterly, having a radius of 106.00 feet, a chord distance of 47.76 feet and a chord bearing of North



36°30'06" West; thence run Northwesterly along the arc of said curve through a central angle of 26°02'13", a distance of 48.17 feet; thence departing said curve, run North 89°29'00" West, a distance of 85.10 feet; thence North 78°54'35" West, a distance of 381.48 feet; thence North 89°29'00" West, a distance of 39.97 feet to a point on the West line of the Northwest 1/4 of said Section 16; thence departing said West line, continue North 89°29'00" West, into the Northeast 1/4 of the Northeast 1/4 of Section 17, a distance of 245.03 feet; thence North 00°31'00" East, a distance of 230.00 feet; thence South 89°29'00" East, a distance of 239.91 feet to a point on aforesaid West line of the Northwest 1/4 of Section 16; thence departing said West line, continue South 89°29'00" East, a distance of 95.09 feet; thence North 80°26'10" East, a distance of 228.53 feet; thence North 49°47'58" East, a distance of 74.36 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 40.00 feet, a chord distance of 38.35 feet and a chord bearing of North 21°09'29" East; thence run Northeasterly along the arc of said curve through a central angle of 57°16'58", a distance of 39.99 feet to the point of tangency thereof; thence North 07°29'00" West, a distance of 188.04 feet to the POINT OF BEGINNING.

Containing 13.935 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

**TOGETHER WITH THE FOLLOWING:**

**FEE SIMPLE RIGHT OF WAY  
PART B**

THAT PART OF:

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Commence at a found 1-1/2-inch iron pipe with no identification marking the Southwest corner of the Northwest 1/4 of Section 16, Township 26 South, Range 30 East; thence run North 00°45'30" West along the West line of said Northwest 1/4, a distance of 2642.43 feet to a found 6-inch by 6-inch concrete monument with no identification (broken) marking the Northwest corner of the Northwest 1/4 of said Section 16; thence departing said West line, run South 89°29'10" East along the North line of said Northwest 1/4, a distance of 831.12 feet to a point on the existing Survey Baseline of State Road 91 (Florida's Turnpike), a 400 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map, Financial Project Number 441224-2; thence departing

said North line, run South 15°29'00" East, a distance of 839.80 feet; thence departing said Survey Baseline, run South 74°31'00" West, a distance of 414.30 feet to the POINT OF BEGINNING; thence continue South 74°31'00" West, a distance of 325.70 feet; thence North 15°29'00" West, a distance of 300.00 feet; thence North 74°31'00" East, a distance of 281.55 feet to a point on a curve, concave Southwesterly, having a radius of 106.00 feet, a chord distance of 3.86 feet and a chord bearing of South 24°31'35" East; thence run Southeasterly along the arc of said curve through a central angle of 02°05'09", a distance of 3.86 feet to the point of tangency thereof; thence South 23°29'00" East, a distance of 236.22 feet; thence South 25°12'06" East, a distance of 63.18 feet to the POINT OF BEGINNING.

Containing 2.086 acres, more or less.

Containing in the aggregate 16.021 acres, more or less.

**EXHIBIT "D"**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

**VS.**

**Edgewater Property Holdings, LLC, a Delaware limited liability company d/b/a  
Edgewater Property Florida Holdings, LLC  
C/O BTI Land LLC**

**STATEMENT OF OWNERSHIPS AND ENCUMBRANCES**

**PARCEL 100 A/B**

**OWNED BY:**

Edgewater Property Holdings, LLC, a Delaware limited liability company d/b/a  
Edgewater Property Florida Holdings, LLC, C/O BTI Land LLC

**SUBJECT TO:**

Osceola County, Florida. Edgewater Development of Regional Impact Development Order Dated July 21, 2008 and recorded August 12, 2008 in Official Records Book 3724, page 364.

Corrective Notice of Establishment in favor *Edgewater East Community Development District*, dated June 24, 2020, recorded June 25, 2020, in Official Records Book 5743, Page 1668.

Collateral Assignment and Assumption of Development Rights (Series 2022 Bonds- Assessment Area Two), in favor *Edgewater East Community Development District*, dated February 22, 2022, recorded on March 2, 2022, in Official Records Book 6162, Page 1933.

Declaration of Consent to Jurisdiction of *Edgewater East Community Development District* and to Imposition of 2022 Special Assessments (Declaration), dated February 22, 2022, and recorded March 02, 2022 in Official Records Book 6162, Page 1952.

Agreement regarding the True-Up and Payment of Special Assessments for Special Assessment Revenue Bonds (Assessment Area Two – 2022 Bonds), in favor of *Edgewater East Community Development District*, dated February 23, 2022, and recorded March 02, 2022 in Official Records Book 6162, Page 1971.

Temporary Construction Easement in favor of *Edgewater East Community Development District*, dated November 30, 2022, and recorded December 02, 2022 in Official Records Book 6323, Page 2435.

Public Utility Easement in favor of *City of St. Cloud* dated September 21, 2007 and recorded December 2007 in Official Records Book 3613, Page 1245 in Public Records of Osceola County, Florida.

All real property taxes due and owing in *Osceola County, Florida*.

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT IN AND FOR OSCEOLA COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION,

Petitioner,

vs.

EDGEWATER PROPERTY HOLDINGS, LLC, a  
Delaware limited liability company, d/b/a/ Edgewater  
Property Florida Holdings, LLC, EDGEWATER  
EAST COMMUNITY DEVELOPMENT DISTRICT,  
OSCEOLA COUNTY, a political subdivision of the  
State of Florida, and BRUCE VICKERS,  
Osceola County Tax Collector

CASE NO.:  
441224-2/Parcel 100A/B

Defendants.

\_\_\_\_\_ /

**DECLARATION OF TAKING**

The Petitioner, availing itself of the provisions of Chapter 74, Florida Statutes, to take possession and title in advance of the entry of Final Judgment and having filed a lawsuit in eminent domain for the purpose of condemning lands and other property necessary for a transportation facility as set forth in the Petition filed in these proceedings, hereby declares:

1. That the property sought to be appropriated in these proceedings is hereby taken for the uses set forth in the Petition.
2. That an estimate of value, made in good faith and based upon a valid appraisal of each parcel sought to be appropriated in these proceedings, is as follows:

Parcel 100.....\$1,626,700.00

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

George K. Gaskell  
Florida Bar No.: 330388  
Florida's Turnpike Enterprise  
Post Office Box 613069  
Ocoee, FL 34761  
(407) 264-3174  
(407) 822-6443 (fax)  
Primary: [george.gaskell@dot.state.fl.us](mailto:george.gaskell@dot.state.fl.us)  
Secondary: [jacqueline.kinker@dot.state.fl.us](mailto:jacqueline.kinker@dot.state.fl.us)  
*Attorney for Petitioner*

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT IN AND FOR OSCEOLA COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION,

Petitioner,

vs.

EDGEWATER PROPERTY HOLDINGS, LLC, a  
Delaware limited liability company, d/b/a/ Edgewater  
Property Florida Holdings, LLC, EDGEWATER  
EAST COMMUNITY DEVELOPMENT DISTRICT,  
OSCEOLA COUNTY, a political subdivision of the  
State of Florida, and BRUCE VICKERS,  
Osceola County Tax Collector

CASE NO.:  
441224-2/Parcel 100A/B

Defendants.

\_\_\_\_\_ /

**DECLARATION OF TAKING**

The Petitioner, availing itself of the provisions of Chapter 74, Florida Statutes, to take possession and title in advance of the entry of Final Judgment and having filed a lawsuit in eminent domain for the purpose of condemning lands and other property necessary for a transportation facility as set forth in the Petition filed in these proceedings, hereby declares:

1. That the property sought to be appropriated in these proceedings is hereby taken for the uses set forth in the Petition.
2. That an estimate of value, made in good faith and based upon a valid appraisal of each parcel sought to be appropriated in these proceedings, is as follows:

Parcel 100.....\$1,626,700.00

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY:  \_\_\_\_\_

George K. Gaskell  
Florida Bar No.: 330388  
Florida's Turnpike Enterprise  
Post Office Box 613069  
Ocoee, FL 34761  
(407) 264-3174  
(407) 822-6443 (fax)  
Primary: [george.gaskell@dot.state.fl.us](mailto:george.gaskell@dot.state.fl.us)  
Secondary: [jacqueline.kinker@dot.state.fl.us](mailto:jacqueline.kinker@dot.state.fl.us)  
*Attorney for Petitioner*

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT IN AND FOR OSCEOLA COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION,

Petitioner,

vs.

EDGEWATER PROPERTY HOLDINGS, LLC, a  
Delaware limited liability company, d/b/a/ Edgewater  
Property Florida Holdings, LLC, EDGEWATER  
EAST COMMUNITY DEVELOPMENT DISTRICT,  
OSCEOLA COUNTY, a political subdivision of the  
State of Florida, and BRUCE VICKERS,  
Osceola County Tax Collector

CASE NO.: 2023-CA-000353 ED  
441224-2/Parcel 100A/B

Defendants.

---


**NOTICE OF EVIDENTIARY HEARING**

TO: All persons listed on the attached service list

**PLEASE TAKE NOTICE that on Thursday, May 18, 2023 at 10:00 a.m. or as soon thereafter as counsel can be heard, the Court will hear** Petitioner's Petition for Eminent Domain for Order of Taking before the Honorable **JUDGE THOMAS W. YOUNG, Osceola County Courthouse, 2 Courthouse Square, Courtroom 5C, Kissimmee, FL, Confirmation No.: 446639.**

PLEASE GOVERN YOURSELVES ACCORDINGLY.

STATE OF FLORIDA, DEPARTMENT OF  
TRANSPORTATION  
Post Office Box 613069  
Ocoee, FL 34761

By:   
George K. Gaskell  
(407) 264-3174  
Assistant General Counsel  
Florida Bar Number 0330388

**SERVICE LIST – PARCEL 100 A/B**

Edgewater Property Holdings, LLC, a Delaware limited liability company  
d/b/a Edgewater Property Florida Holdings, LLC  
c/o Fishback Dominick, A. Kurt Ardaman, Esquire  
1947 Lee Road  
Winter Park, FL 32789

Edgewater East Community Development District  
By serving: Craig Wrathell, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Osceola County, a political subdivision of the State of Florida  
By serving: Brandon Arrington, Chair  
Osceola County Board of Commissioners  
1 Courthouse Square, Suite 4700  
Kissimmee, FL 34741

BRUCE VICKERS, Osceola County Tax Collector  
Office of the Tax Collector  
2501 E. Irlo Bronson Memorial HWY  
Kissimmee, Florida 34744

IN THE COUNTY/CIRCUIT COURT OF  
THE NINTH JUDICIAL CIRCUIT, IN  
AND FOR ORANGE AND OSCEOLA  
COUNTY, FLORIDA

CASE NO.:

IN RE: CIVIL CASE MANAGEMENT  
PLAN AND ORDER

---

**STANDING CASE MANAGEMENT PLAN/ORDER  
(General Track)**

**PURSUANT TO *In re: Comprehensive COVID-19 Emergency Measures for Florida Trial Courts*, Fla. Admin. Order No. AOSC20-23 (Amendment 12)<sup>1</sup> (April 13, 2021)**, and Ninth Judicial Circuit Court Administrative Order No. 2021-04-01 (collectively the “Case Management Administrative Orders”), this case is before the Court for case management. Based on the case type of the initial filing in this case, the Case Management Administrative Orders, and pursuant to Rule 2.545, Fla. R. Gen. Prac. & Jud. Admin., the Court hereby establishes a case management plan. It is hereby

**ORDERED** that:

1. **COMPLIANCE WITH THIS CASE MANAGEMENT PLAN/ORDER:** The parties shall strictly comply with the terms of this Case Management Plan/Order, unless otherwise ordered by the Court. **FAILURE TO COMPLY WITH ALL REQUIREMENTS OF THIS ORDER WILL RESULT IN THE IMPOSITION OF SANCTIONS.** If the parties believe that an alternate plan is required or more appropriate, then the parties shall meet, confer and agree on a plan that complies with the time standards set forth in Rule 2.250, Fla. R. Gen. Prac. & Jud. Admin. The parties may submit an agreed upon plan to the division judge for consideration, or set the matter for a case management conference.

2. **ADDITIONAL NINTH CIRCUIT AND DIVISION SPECIFIC GUIDELINES:** All counsel and unrepresented parties shall familiarize themselves and comply with the requirements of the following: (i) **Amended Administrative Order Establishing the Ninth Judicial Circuit Court Circuit Civil Court Guidelines** ([AO 2012-03-01](#)); (ii) **Amended Administrative Order Establishing the Ninth Judicial Circuit Courtroom Decorum Policy** ([AO 2003-07-02](#)) (iii) **Amended Administrative Order Establishing the Ninth Judicial Circuit Court County Civil Court Guidelines, Orange County**, ([AO2017-04-01](#)) and (iv) [any division-specific guidelines that may be applicable](#).

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<sup>1</sup> Administrative Order No. AOSC20-23 terminated at 12:01 a.m. on June 21, 2021 and was replaced by Administrative Order No. AOSC21-17.



3. **MODIFICATION OF THIS ORDER:** The parties may not, individually or by agreement, alter or extend the deadlines in this Order, or waive any of the provisions of this Order. The provisions of this Order may be modified only upon motion/stipulation, and Court order in accordance with applicable law.

4. **SERVICE OF THIS ORDER WITH INITIAL PROCESS:** Pursuant to the Case Management Orders, the Plaintiff shall file a copy of this Order in the case. Any party serving an initial pleading (complaint, third-party complaint, etc.) in this case shall serve a copy of this Order together with initial service of process.

**CASE MANAGEMENT PLAN – GENERAL TRACK**

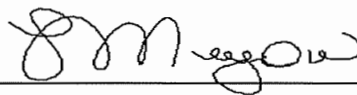
*Note: All dates are to be calculated from the date of filing of the initial complaint unless otherwise noted.*

Deadline for Service of Process:	120 days
Deadline for Service of Process extended if not accomplished within 120 days:	150 days, failing same, all unserved defendants are dismissed without prejudice
Deadline for Leave to Add Parties and Amend Pleadings:	Motions must be set for hearing and heard within 90 days from service on the last defendant, or deemed abandoned and denied
Motions to Dismiss, Motions for More Definite Statement, Motions to Strike and any objections to the pleadings:	Must be set for hearing and heard within 60 days from filing of the motion/objection, or deemed abandoned and denied. Non-movant shall timely submit a proposed order in the event the motion/objection is deemed abandoned and denied
Deadline for Completion of Fact and Expert Discovery:	450 days (additional disclosure and discovery deadlines will be established by the Uniform Order Setting Pre-Trial and Trial in the case)
Pre-trial Motions, including Dispositive and <i>Daubert</i> Motions	Must be filed no later than 15 days after completion of discovery and heard no later than 7 days prior to the pre-trial conference, or deemed abandoned and denied
Mediation/Alternative Dispute Resolution	Within 30 days after completion of the depositions of all parties, counsel shall meet and confer regarding whether an early mediation would be productive to resolution of certain issues or the entire case. A final mediation shall occur no later than 30 days after completion of all discovery

Approximate Pre-Trial Conference:	17 months <i>Actual Date to be set by Trial Order</i>
Approximate Trial Date:	18 months <i>Actual date to be set by Trial Order</i>

5. **NOTICES FOR TRIAL:** Within ten (10) days of the case being at issue as defined by Rule 1.440, Fla. R. Civ. P., the Plaintiff shall confer with opposing counsel/party regarding the anticipated length of trial and file a Notice for Trial. The Plaintiff shall forward a copy of the Notice for Trial to the Judicial Assistant at the Division email address noted on the Ninth Circuit website.
6. **DISCOVERY:** All counsel and unrepresented parties shall familiarize themselves with the current edition of the Florida Handbook on Civil Discovery Practice and seek to resolve discovery issues without court intervention whenever possible.
7. **SETTLEMENT:** *The case will not be removed from the docket until all documents necessary for closure of the case are filed with the Clerk and notification has been provided to the judicial assistant. A notice of settlement is not sufficient to remove the case from the trial docket.*

**DONE AND ORDERED** in Orange/Osceola County, Florida.




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Chief Judge

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator in your county at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days. If you are hearing or voice impaired, call 711.**

**ORANGE COUNTY: Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, (407) 836-2303**

**OSCEOLA COUNTY: Court Administration, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, Florida, (407) 742-2417**

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT IN AND FOR OSCEOLA COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION,

Petitioner,

vs.

EDGEWATER PROPERTY HOLDINGS, LLC, a  
Delaware limited liability company, d/b/a/ Edgewater  
Property Florida Holdings, LLC, EDGEWATER  
EAST COMMUNITY DEVELOPMENT DISTRICT,  
OSCEOLA COUNTY, a political subdivision of the  
State of Florida, and BRUCE VICKERS,  
Osceola County Tax Collector

CASE NO.:  
441224-2/Parcel 100A/B

Defendants.

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**NOTICE OF DESIGNATION OF E-MAIL ADDRESSES FOR SERVICE**

PLEASE TAKE NOTICE that Petitioner, **State of Florida, Department of Transportation**, by and through its undersigned attorney and pursuant to *Rule 2.516(b)(1)(A), Fla. R. Jud. Admin.* hereby designates the following primary and secondary electronic mail addresses for email service in the above-captioned matter:

Primary: George K. Gaskell  
[george.gaskell@dot.state.fl.us](mailto:george.gaskell@dot.state.fl.us)

Secondary: Jacqueline G. Kinker  
[jacqueline.kinker@dot.state.fl.us](mailto:jacqueline.kinker@dot.state.fl.us)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY:   
George K. Gaskell  
Florida Bar No.: 330388  
Florida's Turnpike Enterprise  
Post Office Box 613069  
Milepost 263, Building 5315  
Ocoee, FL 34761  
(407) 264-3174

**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

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**I. CASE STYLE**

IN THE CIRCUIT/COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT,  
IN AND FOR OSCEOLA COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Plaintiff

Case # \_\_\_\_\_

Judge \_\_\_\_\_

vs.

Edgewater Property Holdings, LLC, Edgewater East Community Development District, Osceola  
County, Bruce Vickers Osceola County Tax Collector

Defendant

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**II. AMOUNT OF CLAIM**

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

**III. TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

## **CIRCUIT CIVIL**

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
  - Business governance
  - Business torts
  - Environmental/Toxic tort
  - Third party indemnification
  - Construction defect
  - Mass tort
  - Negligent security
  - Nursing home negligence
  - Premises liability—commercial
  - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
  - Commercial foreclosure
  - Homestead residential foreclosure
  - Non-homestead residential foreclosure
  - Other real property actions
- Professional malpractice
  - Malpractice—business
  - Malpractice—medical
  - Malpractice—other professional
- Other
  - Antitrust/Trade regulation
  - Business transactions
  - Constitutional challenge—statute or ordinance
  - Constitutional challenge—proposed amendment
  - Corporate trusts
  - Discrimination—employment or other
  - Insurance claims
  - Intellectual property
  - Libel/Slander
  - Shareholder derivative action
  - Securities litigation
  - Trade secrets
  - Trust litigation

## **COUNTY CIVIL**

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
  - Residential Evictions
  - Non-residential Evictions
- Other civil (non-monetary)

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes  No

**IV. REMEDIES SOUGHT (check all that apply):**

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

**V. NUMBER OF CAUSES OF ACTION: [ ]**

(Specify)

1

**VI. IS THIS CASE A CLASS ACTION LAWSUIT?**

- yes
- no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- no
- yes If “yes,” list all related cases by name, case number, and court.

**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- yes
- no

**IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?**

- yes
- no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ George K Gaskell  
Attorney or party

Fla. Bar # 330388  
(Bar # if attorney)

George K Gaskell  
(type or print name)

02/10/2023  
Date

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT IN AND FOR OSCEOLA COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION,

Petitioner,

vs.

EDGEWATER PROPERTY HOLDINGS, LLC, a  
Delaware limited liability company, d/b/a/ Edgewater  
Property Florida Holdings, LLC, EDGEWATER  
EAST COMMUNITY DEVELOPMENT DISTRICT,  
OSCEOLA COUNTY, a political subdivision of the  
State of Florida, and BRUCE VICKERS,  
Osceola County Tax Collector

Defendants.

CASE NO.:  
441224-2/Parcel 100A/B

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**NOTICE OF LIS PENDENS**

**TO ALL DEFENDANT(S) NAMED IN AN ATTACHMENT HERETO AND TO ALL OTHERS WHOM IT MAY CONCERN:**

You are hereby notified of the filing of this lawsuit by the Petitioner against you seeking to condemn and acquire by eminent domain proceedings in accordance with Chapters 73, 74 and 334 through 339, inclusive, Florida Statutes, as amended, the property described by attachment herein. This property is located in the State of Florida, County of Osceola.

Please be governed accordingly.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: 

George K. Gaskell  
Florida Bar No.: 330388  
Florida's Turnpike Enterprise  
Post Office Box 613069  
Milepost 263, Building 5315  
Ocoee, FL 34761  
(407) 264-3174  
(407) 822-6443 (fax)  
Primary: [george.gaskell@dot.state.fl.us](mailto:george.gaskell@dot.state.fl.us)  
Secondary: [jacqueline.kinker@dot.state.fl.us](mailto:jacqueline.kinker@dot.state.fl.us)  
*Attorney for Petitioner*

**SERVICE LIST - PARCEL 100 A/B**

Edgewater Property Holdings, LLC, a Delaware limited liability company  
d/b/a Edgewater Property Florida Holdings, LLC  
c/o Fishback Dominick, A. Kurt Ardaman, Esquire  
1947 Lee Road  
Winter Park, FL 32789

Edgewater East Community Development District  
By serving: Craig Wrathell, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Osceola County, a political subdivision of the State of Florida  
By serving: Brandon Arrington, Chair  
Osceola County Board of Commissioners  
1 Courthouse Square, Suite 4700  
Kissimmee, FL 34741

BRUCE VICKERS, Osceola County Tax Collector  
Office of the Tax Collector  
2501 E. Irlo Bronson Memorial HWY  
Kissimmee, Florida 34744



PREPARED BY: Sheila A. Ware, P.S.M.  
DATE: August 11, 2021

PARCEL NO.: 100  
F.P. ID: 441224-2  
STATE ROAD 91  
(FLORIDA'S TURNPIKE)  
INTERCHANGE WITH  
NOLTE ROAD  
COUNTY: OSCEOLA

**FEE SIMPLE LIMITED ACCESS RIGHT-OF-WAY  
PART A**

THAT PART OF:

The West half of the Northwest 1/4 of Section 16, and the Northeast 1/4 of the Northeast 1/4 of Section 17, all lying West of State Road 91 (Florida's Turnpike) in Township 26 South, Range 30 East, Osceola County, Florida as recorded in Official Records Book 5580, Page 2272 of the Public Records of Osceola County, Florida more particularly described as follows;

Commence at a found 1-1/2-inch iron pipe with no identification marking the Southwest corner of the Northwest 1/4 of Section 16, Township 26 South, Range 30 East; thence run North 00°45'30" West along the West line of said Northwest 1/4, a distance of 2642.43 feet to a found 6-inch by 6-inch concrete monument with no identification (broken) marking the Northwest corner of the Northwest 1/4 of said Section 16; thence departing said West line, run South 89°29'10" East along the North line of said Northwest 1/4, a distance of 370.71 feet to the POINT OF BEGINNING; thence continue South 89°29'10" East along said North line, a distance of 252.35 feet to a point on the existing Westerly Limited Access Right of Way line of State Road 91 (Florida's Turnpike), a 400 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map, Financial Project Number 441224-2; thence run along said Westerly Limited Access Right of Way line the following two (2) courses and distances: thence South 15°29'00" East, a distance of 1015.67 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 5929.58 feet, a chord distance of 1107.25 feet and a chord bearing of South 20°50'26" East; thence run Southeasterly along the arc of said curve through a central angle of 10°42'53", a distance of 1108.87 feet to a point on the existing Westerly Right of Way line of said State Road 91; thence departing said curve and said Westerly Limited Access Right of Way line, run South 63°48'07" West along said Westerly Right of Way line, a distance of 79.79 feet to a point on a curve, concave Northeasterly, having a radius of 3368.04 feet, a chord distance of 624.28 feet and a chord bearing of North 28°48'03" West; thence departing said Westerly Right of Way line, run Northwesterly along the arc of said curve through a central angle of 10°38'07", a distance of 625.18 feet to the point of tangency thereof; thence North 23°29'00" West, a distance of 398.61 feet; thence North 25°12'06" West, a distance of 300.13 feet; thence North 23°29'00" West, a distance of 236.22 feet to the point of curvature of a curve, concave Southwesterly, having a radius of 106.00 feet, a chord distance of 47.76 feet and a chord bearing of North

36°30'06" West; thence run Northwesterly along the arc of said curve through a central angle of 26°02'13", a distance of 48.17 feet; thence departing said curve, run North 89°29'00" West, a distance of 85.10 feet; thence North 78°54'35" West, a distance of 381.48 feet; thence North 89°29'00" West, a distance of 39.97 feet to a point on the West line of the Northwest 1/4 of said Section 16; thence departing said West line, continue North 89°29'00" West, into the Northeast 1/4 of the Northeast 1/4 of Section 17, a distance of 245.03 feet; thence North 00°31'00" East, a distance of 230.00 feet; thence South 89°29'00" East, a distance of 239.91 feet to a point on aforesaid West line of the Northwest 1/4 of Section 16; thence departing said West line, continue South 89°29'00" East, a distance of 95.09 feet; thence North 80°26'10" East, a distance of 228.53 feet; thence North 49°47'58" East, a distance of 74.36 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 40.00 feet, a chord distance of 38.35 feet and a chord bearing of North 21°09'29" East; thence run Northeasterly along the arc of said curve through a central angle of 57°16'58", a distance of 39.99 feet to the point of tangency thereof; thence North 07°29'00" West, a distance of 188.04 feet to the POINT OF BEGINNING.

Containing 13.935 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

**TOGETHER WITH THE FOLLOWING:**

**FEE SIMPLE RIGHT OF WAY  
PART B**

THAT PART OF:

The Northwest 1/4 of the Northwest 1/4 of Section 16, lying West of State Road 91 (Florida's Turnpike) in Township 26 South, Range 30 East, Osceola County, Florida as recorded in Official Records Book 5580, Page 2272 of the Public Records of Osceola County, Florida more particularly described as follows;

Commence at a found 1-1/2-inch iron pipe with no identification marking the Southwest corner of the Northwest 1/4 of Section 16, Township 26 South, Range 30 East; thence run North 00°45'30" West along the West line of said Northwest 1/4, a distance of 2642.43 feet to a found 6-inch by 6-inch concrete monument with no identification (broken) marking the Northwest corner of the Northwest 1/4 of said Section 16; thence departing said West line, run South 89°29'10" East along the North line of said Northwest 1/4, a distance of 831.12 feet to a point on the existing Survey Baseline of State Road 91 (Florida's Turnpike), a 400 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map, Financial Project Number 441224-2; thence departing

said North line, run South 15°29'00" East, a distance of 839.80 feet; thence departing said Survey Baseline, run South 74°31'00" West, a distance of 414.30 feet to the POINT OF BEGINNING; thence continue South 74°31'00" West, a distance of 325.70 feet; thence North 15°29'00" West, a distance of 300.00 feet; thence North 74°31'00" East, a distance of 281.55 feet to a point on a curve, concave Southwesterly, having a radius of 106.00 feet, a chord distance of 3.86 feet and a chord bearing of South 24°31'35" East; thence run Southeasterly along the arc of said curve through a central angle of 02°05'09", a distance of 3.86 feet to the point of tangency thereof; thence South 23°29'00" East, a distance of 236.22 feet; thence South 25°12'06" East, a distance of 63.18 feet to the POINT OF BEGINNING.

Containing 2.086 acres, more or less.

Containing in the aggregate 16.021 acres, more or less.

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8A**

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

Edgewater East CDD Phase 1 Civil Work Clay Whaley Road

CHANGE ORDER NO. 001

**DATE:** March 7, 2021

**CONTRACTOR:** Southern Dev. and Construction

**OWNER:** Edgewater East CDD

**AGREEMENT DATE:** October 11, 2022

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE .....\$ 6,194,700.00 .

Current CONTRACT PRICE ADJUSTED by previous  
CHANGE ORDER .....\$ 6,194,700.00 .

The CONTRACT PRICE due to this CHANGE ORDER will  
increase/decrease by .....\$ (83,163.10) .

The new CONTRACT PRICE including this ORDER will be..... \$ 6,111,536.90 .

The new CONTRACT TIME due to this CHANGE ORDER will  
increase/decrease by ..... 0 days .

The new CONTRACT TIME including this ORDER will be ..... 246 days .

The date for SUBSTANTIAL COMPLETION of all work  
will be ..... August 2, 2023 .

**CHANGES ORDERED:**

I. GENERAL

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

**PROJECT:** Edgewater East CDD Phase 1 Civil Work Clay Whaley Road

**PROJECT NO.:** 4288-13-03

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #2 for removal of water and reuse services to the Elite Subdivision.

2. Justification

RFCO #2

The owner of the Elite Subdivision opted not to pay for the utility services at this time, therefore they are being removed from the contract.

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Removal of costs associated with installing utility services for others.

2. Justification

Owner of the adjacent property had requested during design to include utility service installation as the mains were being installed for both water and reuse to prevent them from having to dig up the mains later or directional bore the roadway to secure services. The owner decided not to fund the improvements, therefore they have been removed from the contract.

3. Payment

Payments will be made per quantities and unit prices listed in the change order on future pay requests as the work is completed in whole or part.

IV. PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:

None

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V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater East CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

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

Change Order Request by:

Edgewater East CDD

Change(s) Ordered by:

Hanson Walter and Associates, Inc.

RECOMMENDED BY:

ACCEPTED BY:

Construction Manager

Contractor

By Shawn Hindle  
Signature

By \_\_\_\_\_  
Signature

Title CDD Engineer

Title \_\_\_\_\_

Date 3-7-2023

Date \_\_\_\_\_

APPROVED BY:

Edgewater East CDD  
(Owner)

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

END OF SECTION

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8B**



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

Edgewater East CDD Phase 1 Civil Work ED-5

CHANGE ORDER NO. 001

**DATE:** March 7, 2021

**CONTRACTOR:** JR. Davis Construction

**OWNER:** Edgewater East CDD

**AGREEMENT DATE:** October 6, 2022

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE .....\$ 8,604,921.13 .

Current CONTRACT PRICE ADJUSTED by previous  
CHANGE ORDER .....\$ 8,604,921.13 .

The CONTRACT PRICE due to this CHANGE ORDER will  
increase/decrease by ..... \$ 554,095.58 .

The new CONTRACT PRICE including this ORDER will be..... \$ 9,159,016.71 .

The new CONTRACT TIME due to this CHANGE ORDER will  
increase/decrease by ..... 72 days .

The new CONTRACT TIME including this ORDER will be ..... 402 days .

The date for SUBSTANTIAL COMPLETION of all work  
will be ..... January 12, 2024 .

**CHANGES ORDERED:**

I. GENERAL

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

**PROJECT:** Edgewater East CDD Phase 1 Civil Work ED-5

**PROJECT NO.:** 4288-13-02

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #1 for installation of conduits for Orlando Utility Commission (OUC) power

Request for time for delay associated with St. Cloud annexation and County Stop Work Order.

2. Justification

RFCO #1

Based upon design by OUC, the change order is to provide for electrical conduits to provide power to the area as well as power conduits and pull boxes for proposed street lighting.

Request for time associated with Osceola county Stop Work Order as they worked out the transition from the County to the City following the annexation of Edgewater East by the City of St. Cloud..

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Conduits will be coordinated and installed with the underground infrastructure in the corridor. There will be additional costs and a requested 30-day time extension to accomplish the additional work.

There is also a time only revisions associated with the stop work order issued by the County following the annexation of the property into the city of St. Cloud. The time delay was 42 days which is added back into the contract.

2. Justification

Additional work necessary to provide for power and address project delays associated with annexation..

3. Payment

Payments will be made per quantities and unit prices listed in the change order on future pay requests as the work is completed in whole or part.

IV. PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:

None

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---

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V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Edgewater East CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete

acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

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

Change Order Request by:	<u>Edgewater East CDD</u>
Change(s) Ordered by:	<u>Hanson Walter and Associates, Inc.</u>
RECOMMENDED BY:	ACCEPTED BY:
Construction Manager	Contractor
By <u>Shawn Hindle</u>	By _____
Signature	Signature
Title <u>CDD Engineer</u>	Title _____
Date <u>3-7-2023</u>	Date _____
APPROVED BY:	
<u>Edgewater East CDD</u>	
(Owner)	
By _____	By _____
Signature	Signature
Title: _____	Title: _____
Date _____	Date _____

END OF SECTION

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JANUARY 31, 2023**

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JANUARY 31, 2023**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 191,765	\$ -	\$ -	\$ -	\$ -	\$ 191,765
Investments						
Revenue	-	501,582	-	-	-	501,582
Reserve	-	1,112,580	1,936,300	-	-	3,048,880
Interest	-	-	4,571	-	-	4,571
Construction	-	-	-	703,894	-	703,894
Project infrastructure	-	-	-	-	1,377,569	1,377,569
Construction - E2	-	-	-	-	5,136,796	5,136,796
Construction - E5	-	-	-	-	3,106,783	3,106,783
Construction - E6N	-	-	-	-	6,772,394	6,772,394
Cost of issuance	-	10,129	-	-	-	10,129
Undeposited funds	149,067	-	-	-	-	149,067
Due from Landowner	-	1,027,847	-	-	-	1,027,847
Due from general fund	-	37,206	-	-	-	37,206
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 346,557</u>	<u>\$2,689,344</u>	<u>\$1,940,871</u>	<u>\$ 703,894</u>	<u>\$16,393,542</u>	<u>\$22,074,208</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ -	\$ 2,339,438	\$ 2,339,438
Retainage payable	-	-	-	668,331	633,124	1,301,455
Due to general fund	-	-	5,725	-	-	5,725
Due to debt service fund	37,206	-	-	-	-	37,206
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>58,206</u>	<u>-</u>	<u>5,725</u>	<u>668,331</u>	<u>2,972,562</u>	<u>3,704,824</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	-	1,027,847	-	-	-	1,027,847
Unearned revenue	111,861	37,206	-	-	-	149,067
Total deferred inflows of resources	<u>111,861</u>	<u>1,065,053</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,176,914</u>
Fund balances:						
Restricted for:						
Debt service	-	1,624,291	1,935,146	-	-	3,559,437
Capital projects	-	-	-	35,563	13,420,980	13,456,543
Committed						
Impact fee collections	1,618,095	-	-	-	-	1,618,095
Unassigned	(1,441,605)	-	-	-	-	(1,441,605)
Total fund balances	<u>176,490</u>	<u>1,624,291</u>	<u>1,935,146</u>	<u>35,563</u>	<u>13,420,980</u>	<u>17,192,470</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 346,557</u>	<u>\$2,689,344</u>	<u>\$1,940,871</u>	<u>\$ 703,894</u>	<u>\$16,393,542</u>	<u>\$22,074,208</u>

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 251,929	\$ 503,857	50%
Landowner contribution	-	14,938	-	N/A
Total revenues	<u>-</u>	<u>266,867</u>	<u>503,857</u>	53%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/admin/recording	4,000	16,000	48,000	33%
Legal	777	10,160	50,000	20%
Engineering	450	850	7,500	11%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	667	2,000	33%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	1,833	5,500	33%
DSF accounting & assessment rolls - Series 2022	458	1,833	5,500	33%
Telephone	16	67	200	34%
Postage	40	160	500	32%
Printing & binding	42	167	500	33%
Legal advertising	-	317	6,500	5%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	17	87	500	17%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,425</u>	<u>38,584</u>	<u>152,740</u>	25%
<b>Field operations</b>				
Accounting	-	-	2,500	0%
Streetlighting	-	-	50,120	0%
Repairs & maintenance	-	-	12,000	0%
Electricity	2,221	2,221	3,600	62%
Landscape maint.				
Maintenance contract	-	31,960	252,885	13%
Plant replacement	-	-	12,000	0%
Landscape contingency	-	-	6,000	0%
Irrigation	-	67	12,000	1%
Total field operations	<u>2,221</u>	<u>34,248</u>	<u>351,105</u>	10%
Total expenditures	<u>8,646</u>	<u>72,832</u>	<u>503,845</u>	14%
Excess/(deficiency) of revenues over/(under) expenditures	(8,646)	194,035	12	
Fund balances - beginning	185,136	(17,545)	1,618,095	
Committed				
Impact fee collections	1,618,095	1,618,095	1,618,095	
Unassigned	(1,441,605)	(1,441,605)	12	
Fund balances - ending	<u>\$ 176,490</u>	<u>\$ 176,490</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 JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 370,164	\$ 1,112,587	33%
Lot Closing Assessments	123,484	123,484	-	N/A
Interest	4,568	13,554	-	N/A
Total revenues	<u>128,052</u>	<u>507,202</u>	<u>1,112,587</u>	46%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	405,000	0%
Interest	-	353,977	707,955	50%
Total debt service	<u>-</u>	<u>353,977</u>	<u>1,112,955</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	128,052	153,225	(368)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(3,389)</u>	<u>(10,600)</u>	-	N/A
Total other financing sources	<u>(3,389)</u>	<u>(10,600)</u>	-	N/A
Net change in fund balances	124,663	142,625	(368)	
Fund balances - beginning	1,499,628	1,481,666	1,481,220	
Fund balances - ending	<u>\$ 1,624,291</u>	<u>\$ 1,624,291</u>	<u>\$ 1,480,852</u>	



**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Interest	5,912	20,943	-	N/A
Total revenues	<u>5,912</u>	<u>20,943</u>	<u>1,930,402</u>	1%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	640,000	0%
Interest	-	649,047	1,298,094	50%
Total debt service	<u>-</u>	<u>649,047</u>	<u>1,938,094</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	5,912	(628,104)	(7,692)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(12,538)	-	N/A
Total other financing sources	<u>-</u>	<u>(12,538)</u>	<u>-</u>	N/A
Net change in fund balances	5,912	(640,642)	(7,692)	
Fund balances - beginning	1,929,234	2,575,788	2,585,174	
Fund balances - ending	<u>\$ 1,935,146</u>	<u>\$ 1,935,146</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 JANUARY 31, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 3,545	\$ 11,252
Total revenues	3,545	11,252
<b>EXPENDITURES</b>		
Construction costs	49,012	490,669
Total expenditures	49,012	490,669
Excess/(deficiency) of revenues over/(under) expenditures	(45,467)	(479,417)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	3,389	10,600
Total other financing sources/(uses)	3,389	10,600
Net change in fund balances	(42,078)	(468,817)
Fund balances - beginning	77,641	504,380
Fund balances - ending	\$ 35,563	\$ 35,563

**EDGEWATER EAST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Impact fee credits	\$ 692,900	\$ 692,900
Interest	48,476	167,006
Total revenues	741,376	859,906
<b>EXPENDITURES</b>		
Construction costs - project infrastructure	57,474	2,589,154
Construction costs - construction ED-2	209,973	525,125
Construction costs - construction ED-5	111,700	398,674
Construction costs - construction ED-6N	-	350,175
Total expenditures	379,147	3,863,128
Excess/(deficiency) of revenues over/(under) expenditures	362,229	(3,003,222)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	12,538
Total other financing sources/(uses)	-	12,538
Net change in fund balances	362,229	(2,990,684)
Fund balances - beginning	13,058,751	16,411,664
Fund balances - ending	\$ 13,420,980	\$ 13,420,980

**EDGEWATER EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**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 February 2, 2023, 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 9:05 a.m. Supervisors Mays, Kramer and Wanas were present. Supervisors Onorato and Breakstone were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of RFP and Selection Criteria  
for ED6 Framework Roadway Phase 1 Civil  
Site Work**

Mr. Torres presented the Request for Proposals (RFP) for ratification.

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**On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the RFP for the ED6 Framework Roadway, Phase 1 Civil Site Work and Staff's actions advertising the RFP, were was ratified.**

Mr. Torres presented the Evaluation/Selection Criteria.

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, Evaluation/Selection Criteria for the ED6 Framework Roadway, Phase 1 Civil Site Work, was approved.**

**FOURTH ORDER OF BUSINESS**

**Ratification of Southport Ranch Mitigation Credit Purchase and Deposit Agreement**

Mr. Torres presented the Southport Ranch Mitigation Credit Purchase and Deposit Agreement. Mr. Kramer stated, as the project phases progress, it is necessary to periodically purchase wetland mitigation in relation to the South Florida Water Management District (SFWMD) permit.

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the Southport Ranch Mitigation Credit Purchase and Deposit Agreement, was ratified.**

**FIFTH ORDER OF BUSINESS**

**Ratification of Change Orders**

Mr. Torres presented the following:

- A. Change Order No. 001 [BrightView Landscape Development, Inc.]**
- B. Change Order No. 011 [JR. Davis Construction]**

**On MOTION by Mr. Wanas and seconded by Mr. Mays, with all in favor BrightView Landscape Development, Inc., Change Order No. 001 and JR Davis Construction Change Order No. 011, were ratified.**

73 **SIXTH ORDER OF BUSINESS**

**Discussion: Interlocal Agreement Between the CDD and the City Regarding Maintenance Responsibilities for the Streets and Sidewalks**

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78 Mr. Torres presented the Interlocal Agreement.

79 Mr. Kramer stated that that this Agreement is for just the sidewalks; it does not include  
80 the streets.

81 Mr. Hindle stated that the County maintains anything in a public right-of-way (ROW),  
82 which includes sidewalks, roads, etc. Part of the CDD was recently annexed into the City of St.  
83 Cloud and, since the ROWs have street trees, which the City Council believes might damage the  
84 sidewalks, it wants the CDD to maintain the sidewalks. It was noted that there are no sidewalks  
85 yet so this can be budgeted in the future. The first phase plats are all under the County but the  
86 County does not maintain the sidewalks and the plats are not at broken streets, they are at lots,  
87 so, what the CDD and the City maintains might be contentious in the future. Since this part of  
88 CDD boundary is now annexed, going forward, the sidewalks will be maintained by the CDD. It  
89 was noted that the City is also trying to put the responsibility for the roads on the CDD.

90 Mr. Eckert stated that, under Florida Law, the owner of the land cannot delegate  
91 responsibility for sidewalk maintenance so, if the City owns the ROW, from a liability  
92 perspective, the City cannot alleviate itself from liability if someone is injured on a sidewalk.

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**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Interlocal Agreement Between the CDD and the City Regarding Maintenance Responsibilities for the Sidewalks, was approved.**

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99 **SEVENTH ORDER OF BUSINESS**

**Consideration of Second Amended and Restated Interlocal Agreement Between Osceola County, Florida and Edgewater East Community Development District Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices**

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This item was not addressed.

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**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of December 31, 2022**

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

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

**NINTH ORDER OF BUSINESS**

**Approval of December 1, 2022 Regular Meeting Minutes**

Mr. Torres presented December 1, 2022 Regular Meeting Minutes

**On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the December 1, 2022 Regular Meeting Minutes, as presented, were approved.**

**TENTH ORDER OF BUSINESS**

**Staff Reports**

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

Mr. Eckert reported the following:

➤ Regarding the boundary amendment, he hopes to have the City will sign off on it in February and have it on the County Commission’s agenda in March.

➤ Legislation regarding instituting mandatory four hours of ethics training came up again in the legislature; he will monitor the status.

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

There was no report.

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

- **NEXT MEETING DATE: March 8, 2023 at 9:00 A.M.**

- **QUORUM CHECK**

The next meeting will be held on March 8, 2023.



142 **ELEVENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

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144 An upcoming RFP was discussed.

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146 **TWELFTH ORDER OF BUSINESS** **Public Comments**

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148 There were no public comments.

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150 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

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

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154 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**  
155 **meeting adjourned at 9:26 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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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 <b>CANCELED</b>	Regular Meeting	9:00 AM
February 2, 2023	Regular Meeting	9:00 AM
March 2, 2023 <i>rescheduled to March 8, 2023</i>	Regular Meeting	9:00 AM
March 8, 2023 <i>rescheduled to March 9, 2023</i>	Regular Meeting	9:00 AM
March 9, 2023	Regular Meeting	3:00 PM
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