

**EDGEWATER EAST
COMMUNITY DEVELOPMENT
DISTRICT**

August 3, 2023

**BOARD OF SUPERVISORS
PUBLIC HEARINGS
AND 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

July 28, 2023

Board of Supervisors
Edgewater East Community Development District

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

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold Public Hearings and a Regular Meeting on August 3, 2023 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2023-09, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2023-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Austin Ecological Consultants, Inc., Environmental Consulting Services Proposal for Compliance with HCP21-0001 – Edgewater ED4

6. Consideration of Jr. Davis Construction Company, Change Orders
 - A. RFCO #04, Drainage from Clay Whaley Rd., North of Pond ED5-7- Swale
 - B. RFCO 03 Bond [ED6 Framework Roadway, Phase 1 Civil Work]
 - C. RFCO #04, Ponds Slope Reconfiguration [ED 6 - Framework Roadway Phase 1 Civil Work]
7. Consideration of Southern Development & Construction, Inc., Deductive Change Order 2222 RFC 009, Clay Whaley Phase 1
8. Consideration of Central Florida Underground, Inc, Revised Quotations
 - A. Irrigation and Telecom Sleeves, Clay Whaley Parkway
 - B. Electrical Duct Bank Extension, Cross Prairie Pkwy
9. Consideration of Resolution 2023-11, Designating 70.384 Acres of Property as Nondevelopable; Approving an Amendment to the Collateral Assignment Agreement to Exclude 70.384 Acres of Property; Approving an Amendment to the True Up Agreement to Exclude 70.384 Acres of Property; Releasing All Assessment Liens on Such 70.384 Acres of Property; Approving an Amendment to a Temporary Construction Easement to Remove 70.384 Acres of Property; Directing the Recording of an Amendment to the Collateral Assignment, Amendment to the True Up Agreement, Release of Assessment Lien and Partial Release of Construction Easement; Directing that No Operations And Maintenance Assessments Shall Be Levied on Such 70.384 Acres of Property; Authorizing Additional Actions and Documents; Providing for Severability, Conflicts and an Effective Date
10. Consideration of the Sale of Fill Material
11. Acceptance of Unaudited Financial Statements as of June 30, 2023
12. Approval of July 6, 2023 Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 7, 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

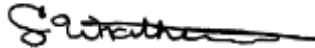
14. Board Members' Comments/Requests

15. Public Comments

16. Adjournment

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

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3A

**PROOF OF
PUBLICATION**
From

**OSCEOLA
NEWS-GAZETTE**

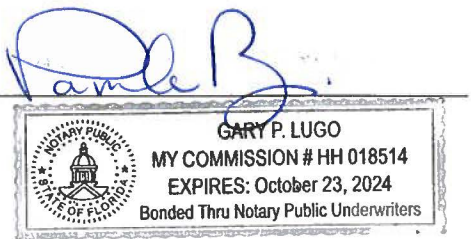
**STATE OF FLORIDA
COUNTY OF OSCEOLA**

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

JULY 6, 13, 2023

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

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



Gary P. Lugo
Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 7/6/23
*EDGEWATER
EAST CDD* LAST PUBLICATION: 7/13/23
*NOTICE OF
PUBLIC HEARING
O & M ASSESS &
BUDGET HEARING*



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

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

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

DATE: August 3, 2023
 TIME: 9:00 AM
 LOCATION: Offices of Hanson, Walter & Associates
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District’s proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“Fiscal Year 2023/2024”). The second public hearing is being held pursuant to Chapters 170, 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments (“O&M Assessments”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

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

Land Use	Total # of Units/Acres	EAU Factor	Proposed Annual O&M Assesment (including collection costs / early payment discounts)
Residential Unit	693	1.00	\$253.91
Undeveloped Land	1400.46	2.58	\$654.86

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Osceola County (“County”) may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

For Fiscal Year 2023/2024, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

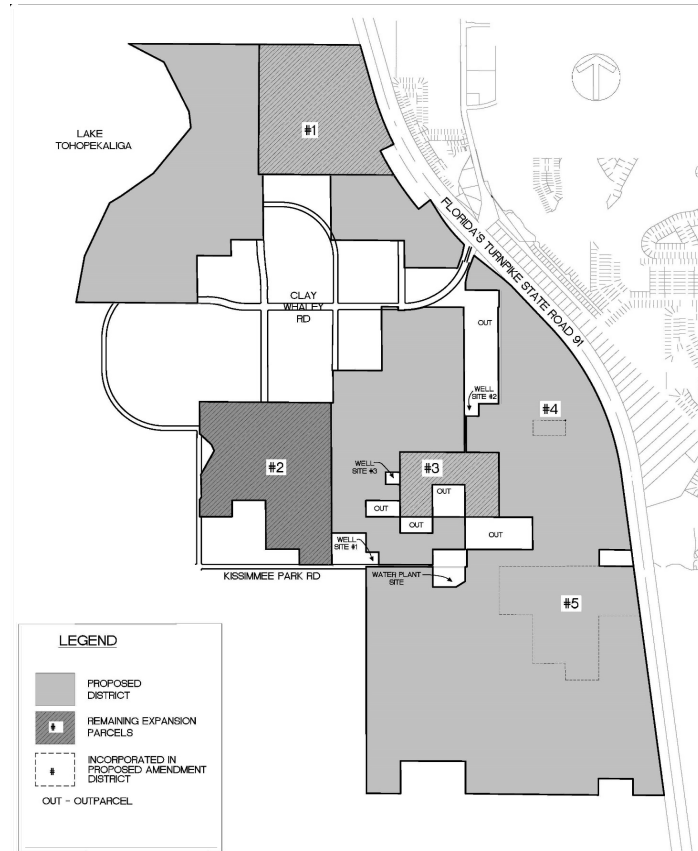
Additional Provisions

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

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

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

District Manager



RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET(S) PURSUANT TO CHAPTERS 170 AND 190, FLORIDA STATUTES ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“Board”) of the Edgewater East Community Development District (“District”) prior to June 15, 2023, proposed budget(s) (“Proposed Budget”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“Fiscal Year 2023/2024”); and

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

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as Exhibit A is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **DECLARING ASSESSMENTS.** Pursuant to Chapters 170 and 190, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the “District’s Office,” 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph. 561-571-0010. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2023, and pursuant to Chapter 170, Florida Statutes.

3. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 3, 2023
 HOUR: 9:00 a.m.
 LOCATION: Hanson, Walter & Associates, Inc.
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

4. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

5. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

6. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2023.

ATTEST:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

/s/ Ernesto Torres
 Secretary/Assistant Secretary

/s/ Kevin Mays
 Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2023-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Edgewater East Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

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

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes (“Adopted Budget”)*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Edgewater East Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$4,049,468 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 992,744
DEBT SERVICE FUND – SERIES 2021	\$1,117,830
DEBT SERVICE FUND – SERIES 2022	\$1,938,894
TOTAL ALL FUNDS	\$4,049,468

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

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

change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

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

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

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

PASSED AND ADOPTED THIS 3RD DAY OF AUGUST, 2023.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Budget

Exhibit A
FY 2023/2024 Budget

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2021	5
Amortization Schedule - Series 2021	6 - 7
Debt Service Fund Budget - Series 2022	8
Amortization Schedule - Series 2022	9 - 10
Assessment Summary	11

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2024				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ 503,857	\$ 370,110	\$ 133,747	\$ 503,857	\$ 992,733
Landowner contribution	-	14,938	2,678	17,616	-
Total revenues	<u>503,857</u>	<u>385,048</u>	<u>136,425</u>	<u>521,473</u>	<u>992,733</u>
EXPENDITURES					
Professional & administrative					
Management/admin/recording	48,000	24,000	24,000	48,000	48,000
Legal	50,000	18,428	31,572	50,000	50,000
Engineering	7,500	850	6,650	7,500	7,500
Audit	6,500	4,000	2,500	6,500	6,500
Arbitrage rebate calculation	1,500	-	1,500	1,500	1,500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Trustee - Series 2021	5,725	-	5,725	5,725	5,725
Trustee - Series 2022	5,725	4,031	1,694	5,725	5,725
DSF accounting - Series 2021	5,500	2,750	2,750	5,500	5,500
DSF accounting - Series 2022	5,500	2,750	2,750	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	252	248	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	590	5,910	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,563	-	5,563	5,750
Contingencies/bank charges	500	87	413	500	500
Website			-		
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser and tax collector	-	-	-	-	-
Total professional & administrative	<u>152,740</u>	<u>65,741</u>	<u>87,062</u>	<u>152,803</u>	<u>152,990</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2024				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
Field operations					
Accounting	2,500	-	2,500	2,500	2,500
Streetlighting	50,120	-	50,120	50,120	80,114
Repairs and maintenance	12,000	-	12,000	12,000	24,386
Electricity	3,600	2,410	1,190	3,600	6,586
Landscape maint.					
Maintenance contract	252,885	120,093	132,792	252,885	542,610
Plant replacement	12,000	-	12,000	12,000	17,857
Landscape contingency	6,000	-	6,000	6,000	8,927
Irrigation	12,000	273	11,727	12,000	156,774
Total field operations	<u>351,105</u>	<u>122,776</u>	<u>228,329</u>	<u>351,105</u>	<u>839,754</u>
Total expenditures	<u>503,845</u>	<u>188,517</u>	<u>315,391</u>	<u>503,908</u>	<u>992,744</u>
Excess/(deficiency) of revenues over/(under) expenditures	12	196,531	(178,966)	17,565	(11)
Fund balance - beginning (unaudited)	1,618,095	(17,545)	178,986	(17,545)	20
Committed					
Impact fee collections	1,618,095	1,618,095	1,618,095	1,618,095	1,618,095
Unassigned	12	(1,439,109)	(1,618,075)	(1,618,075)	(1,618,086)
Fund balance - ending (projected)	<u>\$ 1,618,107</u>	<u>\$ 178,986</u>	<u>\$ 20</u>	<u>\$ 20</u>	<u>\$ 9</u>

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

Expenditures

Professional & administrative

Management/admin/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	50,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	7,500
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee - Series 2021	5,725
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Trustee - Series 2022	5,725
DSF accounting - Series 2021	5,500
DSF accounting - Series 2022	5,500
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,750
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210

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

Expenditures (continued)

Field operations

Accounting	2,500
Stormwater management	
Streetlighting	80,114
Covers the costs of a streetlight lease agreement for 198 streetlights with FPL that covers the fixture, pole, power and maintenance. Cross-Prairie Pkwy, ED5 Roadway Ph 1,	
Repairs and maintenance	24,386
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Electricity	6,586
Cover the costs of electricity for the monument low voltage lighting. Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape maint.	
Maintenance contract	542,610
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, once a year mulch and monthly irrigation wet checks and adjustments. Cross-Prairie Pkwy. ED5 Roadway Ph 1. Clay Whaley Row Ph1	
Plant replacement	17,857
Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape contingency	8,927
Irrigation	156,774
Irrigation annual cost for Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1.	
Total expenditures	<u><u>\$ 992,744</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE)
FISCAL YEAR 2024**

	Fiscal Year 2023			Proposed Budget FY 2024	
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		Total Actual & Projected
REVENUES					
Special assessment: off-roll	\$ 1,112,587	\$ 688,952	\$ 300,151	\$ 989,103	\$ 1,112,587
Assessment prepayments	-	-	-	-	-
Lot closing assessments	-	123,484	-	123,484	-
Interest	-	23,822	-	23,822	-
Total revenues	<u>1,112,587</u>	<u>836,258</u>	<u>300,151</u>	<u>1,136,409</u>	<u>1,112,587</u>
EXPENDITURES					
Debt service					
Principal	405,000	-	405,000	405,000	420,000
Interest	707,955	353,977	353,978	707,955	697,830
Total expenditures	<u>1,112,955</u>	<u>353,977</u>	<u>758,978</u>	<u>1,112,955</u>	<u>1,117,830</u>
Excess/(deficiency) of revenues over/(under) expenditures	(368)	482,281	(458,827)	23,454	(5,243)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(17,640)	-	(17,640)	-
Total other financing sources/(uses)	<u>-</u>	<u>(17,640)</u>	<u>-</u>	<u>(17,640)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	(368)	464,641	(458,827)	5,814	(5,243)
Beginning fund balance (unaudited)	1,481,220	1,481,666	-	1,481,666	1,487,480
Ending fund balance (projected)	<u>\$1,480,852</u>	<u>\$1,946,307</u>	<u>\$ (458,827)</u>	<u>\$1,487,480</u>	<u>1,482,237</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,112,580)
Principal and Interest expense - November 1, 2024					(343,665)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 25,992</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			135,500.00	135,500.00	6,775,000.00
5/1/2045	855,000.00	4.000%	135,500.00	990,500.00	5,920,000.00
11/1/2045			118,400.00	118,400.00	5,920,000.00
5/1/2046	890,000.00	4.000%	118,400.00	1,008,400.00	5,030,000.00
11/1/2046			100,600.00	100,600.00	5,030,000.00
5/1/2047	925,000.00	4.000%	100,600.00	1,025,600.00	4,105,000.00
11/1/2047			82,100.00	82,100.00	4,105,000.00
5/1/2048	965,000.00	4.000%	82,100.00	1,047,100.00	3,140,000.00
11/1/2048			62,800.00	62,800.00	3,140,000.00
5/1/2049	1,005,000.00	4.000%	62,800.00	1,067,800.00	2,135,000.00
11/1/2049			42,700.00	42,700.00	2,135,000.00
5/1/2050	1,045,000.00	4.000%	42,700.00	1,087,700.00	1,090,000.00
11/1/2050			21,800.00	21,800.00	1,090,000.00
5/1/2051	1,090,000.00	4.000%	21,800.00	1,111,800.00	-
Total	19,095,000.00		12,343,170.00	31,438,170.00	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA TWO)
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ 1,930,402	\$ 1,322,518	\$ 607,884	\$ 1,930,402	\$ 1,930,402
Interest	-	33,389	-	33,389	-
Total revenues	<u>1,930,402</u>	<u>1,355,907</u>	<u>607,884</u>	<u>1,963,791</u>	<u>1,930,402</u>
EXPENDITURES					
Principal	640,000	-	640,000	640,000	660,000
Interest	1,298,094	649,047	649,047	1,298,094	1,278,894
Total expenditures	<u>1,938,094</u>	<u>649,047</u>	<u>1,289,047</u>	<u>1,938,094</u>	<u>1,938,894</u>
Excess/(deficiency) of revenues over/(under) expenditures	(7,692)	706,860	(681,163)	25,697	(8,492)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(30,706)	-	(30,706)	-
Total other financing sources/(uses)	<u>-</u>	<u>(30,706)</u>	<u>-</u>	<u>(30,706)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	(7,692)	676,154	(681,163)	(5,009)	(8,492)
Beginning fund balance (unaudited)	2,585,174	2,575,788	-	2,575,788	2,570,779
Ending fund balance (projected)	<u>\$ 2,577,482</u>	<u>\$ 3,251,942</u>	<u>\$ (681,163)</u>	<u>\$ 2,570,779</u>	<u>2,562,287</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,930,400)
Principal and Interest expense - November 1, 2024					(629,547)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 2,340</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2045			235,400.00	235,400.00	11,770,000.00
5/1/2046	1,485,000.00	4.000%	235,400.00	1,720,400.00	10,285,000.00
11/1/2046			205,700.00	205,700.00	10,285,000.00
5/1/2047	1,550,000.00	4.000%	205,700.00	1,755,700.00	8,735,000.00
11/1/2047			174,700.00	174,700.00	8,735,000.00
5/1/2048	1,610,000.00	4.000%	174,700.00	1,784,700.00	7,125,000.00
11/1/2048			142,500.00	142,500.00	7,125,000.00
5/1/2049	1,675,000.00	4.000%	142,500.00	1,817,500.00	5,450,000.00
11/1/2049			109,000.00	109,000.00	5,450,000.00
5/1/2050	1,745,000.00	4.000%	109,000.00	1,854,000.00	3,705,000.00
11/1/2050			74,100.00	74,100.00	3,705,000.00
5/1/2051	1,815,000.00	4.000%	74,100.00	1,889,100.00	1,890,000.00
11/1/2051			37,800.00	37,800.00	1,890,000.00
5/1/2052	1,890,000.00	4.000%	37,800.00	1,927,800.00	-
Total	33,285,000.00		23,258,000.06	56,543,000.06	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

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

Product	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
Single Family 1	553	\$ 230.60	\$ 1,224.94	\$ 1,455.54	\$ 1,341.98
Single Family 2	197	230.60	979.96	1,210.56	1,097.00
Multi Family	323	230.60	749.67	980.27	866.71
Total	1,073				

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

Product	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
Single Family 1	727	\$ 230.60	\$ 1,224.94	\$ 1,455.54	\$ 1,341.98
Single Family 2	404	230.60	979.96	1,210.56	1,097.00
Multi Family	859	230.60	749.67	980.27	866.71
Total	1,990				

Future Phase(s), Off-roll assessments

Product	Units	FY 2024 O&M Assessment per Unit	Not Applicable	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
Single Family 1	455	\$ 230.60	n/a	\$ 230.60	\$ 117.04
Single Family 2	121	230.60	n/a	230.60	117.04
Multi Family	666	230.60	n/a	230.60	117.04
Total	1,242				

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4A

**PROOF OF
PUBLICATION**
From

**OSCEOLA
NEWS-GAZETTE**

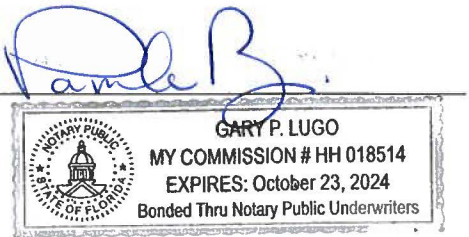
**STATE OF FLORIDA
COUNTY OF OSCEOLA**

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

JULY 6, 13, 2023

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

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



Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 7/6/23
EDGEWATER EAST CDD LAST PUBLICATION: 7/13/23
NOTICE OF PUBLIC HEARING
O & M ASSESS & BUDGET HEARING



Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Ste. 5, Kissimmee, FL 34744
Phone: 407-846-7600

Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
www.aroundsceola.com or www.floridapublicnotices.com

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

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

DATE: August 3, 2023
 TIME: 9:00 AM
 LOCATION: Offices of Hanson, Walter & Associates
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District’s proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“Fiscal Year 2023/2024”). The second public hearing is being held pursuant to Chapters 170, 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments (“O&M Assessments”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

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

Land Use	Total # of Units/Acres	EAU Factor	Proposed Annual O&M Assesment (including collection costs / early payment discounts)
Residential Unit	693	1.00	\$253.91
Undeveloped Land	1400.46	2.58	\$654.86

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Osceola County (“County”) may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

For Fiscal Year 2023/2024, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

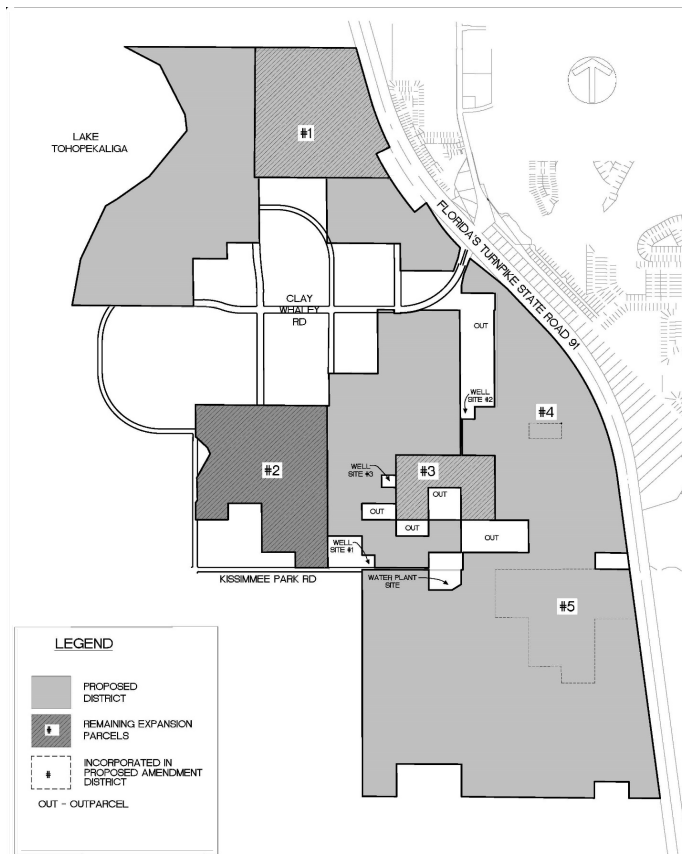
Additional Provisions

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

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

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

District Manager



RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET(S) PURSUANT TO CHAPTERS 170 AND 190, FLORIDA STATUTES ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“Board”) of the Edgewater East Community Development District (“District”) prior to June 15, 2023, proposed budget(s) (“Proposed Budget”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“Fiscal Year 2023/2024”); and

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

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as Exhibit A is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **DECLARING ASSESSMENTS.** Pursuant to Chapters 170 and 190, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the “District’s Office,” 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph. 561-571-0010. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2023, and pursuant to Chapter 170, Florida Statutes.

3. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 3, 2023
 HOUR: 9:00 a.m.
 LOCATION: Hanson, Walter & Associates, Inc.
 8 Broadway, Suite 104
 Kissimmee, Florida 34741

4. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

5. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

6. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS 10TH DAY OF MAY, 2023.

ATTEST:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

/s/ Ernesto Torres
 Secretary/Assistant Secretary

/s/ Kevin Mays
 Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

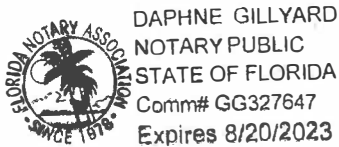
BEFORE ME, the undersigned authority, this day personally appeared Han Liu, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Han Liu, am employed by Wrathell, Hunt & Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Edgewater East Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Edgewater East Community Development District.
4. I do hereby certify that on July 3rd, 2023, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the Edgewater East Community Development District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.


By: Han Liu, Financial Analyst

SWORN AND SUBSCRIBED before me by means of physical presence or online notarization this 3rd day of July 2023, by Han Liu, for Wrathell, Hunt & Associates, LLC, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.




NOTARY PUBLIC

Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: GG327647
My Commission Expires: 8/20/2023

EXHIBIT A: Copies of Forms of Mailed Notices
EXHIBIT B: List of Addressees

EXHIBIT A

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

THIS IS NOT A BILL – DO NOT PAY

July 3, 2023

VIA FIRST CLASS MAIL

BTI LAND LLC
401 E LAS OLAS BLVD STE 1870
FORT LAUDERDALE, FL 33301

PARCEL ID: See Exhibit B.

RE: Edgewater East Community Development District
Fiscal Year 2023/2024 Budget and O&M Assessments

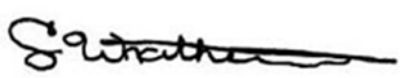
Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Edgewater East Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2023/2024, on August 3, 2023, at 9:00 a.m., and at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

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

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

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$1,093,062.40** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as 1,344.49 acres of undeveloped land.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Residential Unit	693	1.00	\$253.91
Undeveloped Land	1400.46	2.58	\$654.86

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

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

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$405,853.15	\$880,453.47	\$474,600.32

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2023/2024, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Exhibit B

17-26-30-0000-0010-0000
17-26-30-4950-0001-0670
16-26-30-0000-0010-0000
27-26-30-4950-0001-0250
28-26-30-4950-0001-0040
21-26-30-4950-0001-0030
21-26-30-4950-0001-0060
21-26-30-4950-0001-0390
21-26-30-4950-0001-0650
22-26-30-4950-0001-0410
16-26-30-0000-0017-0000
21-26-30-0000-0010-0000
27-26-30-4950-0001-0080
28-26-30-4950-0001-0320
20-26-30-4950-0001-0490
20-26-30-4950-0001-0500
20-26-30-4950-0001-0510
28-26-30-4950-0001-0290
21-26-30-4950-0001-0032
21-26-30-3642-0001-00L0

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

THIS IS NOT A BILL – DO NOT PAY

July 3, 2023

VIA FIRST CLASS MAIL

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

PARCEL ID: *See Exhibit B.*

RE: Edgewater East Community Development District
Fiscal Year 2023/2024 Budget and O&M Assessments

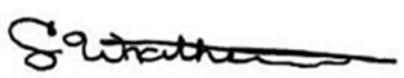
Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Edgewater East Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2023/2024, on August 3, 2023, at 9:00 a.m., and at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

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

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

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$1,093,062.40** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as 153 residential units and 32.97 acres of undeveloped land.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Residential Unit	693	1.00	\$253.91
Undeveloped Land	1400.46	2.58	\$654.86

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

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

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$27,859.58	\$60,438.27	\$32,578.69

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2023/2024, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

21-26-30-3644-0001-5050
21-26-30-3644-0001-5060
21-26-30-3644-0001-5070
21-26-30-3644-0001-5080
21-26-30-3644-0001-5090
21-26-30-3644-0001-5100
21-26-30-3644-0001-5110
21-26-30-3644-0001-5120
21-26-30-3644-0001-5130
21-26-30-3644-0001-5140
21-26-30-3644-0001-5150
21-26-30-3644-0001-5160
21-26-30-3644-0001-5170

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

THIS IS NOT A BILL – DO NOT PAY

July 3, 2023

VIA FIRST CLASS MAIL

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

PARCEL ID: See Exhibit B.

RE: Edgewater East Community Development District
Fiscal Year 2023/2024 Budget and O&M Assessments

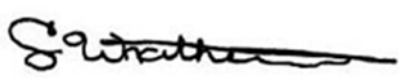
Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Edgewater East Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2023/2024, on August 3, 2023, at 9:00 a.m., and at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

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

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

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$1,093,062.40** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as 396 residential units.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Residential Unit	693	1.00	\$253.91
Undeveloped Land	1400.46	2.58	\$654.86

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

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

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$46,347.84	\$100,546.51	\$54,198.67

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2023/2024, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Exhibit B

21-26-30-3646-0001-7710
21-26-30-3646-0001-7720
21-26-30-3646-0001-7730
21-26-30-3646-0001-7740
21-26-30-3646-0001-7750
21-26-30-3646-0001-7760
21-26-30-3646-0001-7770
21-26-30-3646-0001-7780
21-26-30-3646-0001-7790
21-26-30-3646-0001-7800
21-26-30-3646-0001-7810
21-26-30-3646-0001-7820
21-26-30-3646-0001-7830
21-26-30-3646-0001-7840
21-26-30-3646-0001-7850
21-26-30-3646-0001-7860
21-26-30-3646-0001-7870
21-26-30-3646-0001-7880
21-26-30-3646-0001-7890
21-26-30-3646-0001-7900
21-26-30-3646-0001-7910
21-26-30-3646-0001-7920
21-26-30-3646-0001-7930
21-26-30-3646-0001-7940
21-26-30-3646-0001-7950
21-26-30-3646-0001-7960
21-26-30-3646-0001-7970
21-26-30-3646-0001-7980
21-26-30-3646-0001-7990
21-26-30-3646-0001-8000

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

THIS IS NOT A BILL – DO NOT PAY

July 3, 2023

VIA FIRST CLASS MAIL

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

PARCEL ID: See Exhibit B.

RE: Edgewater East Community Development District
Fiscal Year 2023/2024 Budget and O&M Assessments

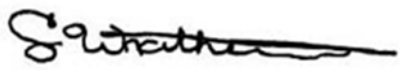
Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Edgewater East Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2023/2024, on August 3, 2023, at 9:00 a.m., and at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

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

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

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$1,093,062.40** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as 144 residential units and 23 acres of undeveloped land.

3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Residential Unit	693	1.00	\$253.91
Undeveloped Land	1400.46	2.58	\$654.86

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

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

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount
\$23,796.63	\$51,624.16	\$27,827.53

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2023/2024, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A,"** and

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

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

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

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

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

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

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

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

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

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

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

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

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

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the **operations and maintenance special** assessments due may be paid in several partial, deferred payments and according to the following schedule: **50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024;** and the debt service special assessments may be paid in partial, deferred payments and according to the following schedule: **68.51% due no later than March 15, 2024, and 31.49% due no later than September 15, 2024.** In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

PASSED AND ADOPTED this 3rd day of August 2023.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

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

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5



Austin Ecological Consultants, Inc.

316 Church Street • Kissimmee, Florida • 34741 • Phone: 407.935.0535

June 22, 2023

Edgewater East Community Development District (EECDD)
c/o Kevin Kramer, P.E.
14501 Grove Resort Avenue
Orlando, FL 34787

**RE: Proposal for Compliance with HCP21-0001
Edgewater ED4**

Austin Ecological Consultants LLC (AEC) has prepared the following proposal to provide environmental consulting services associated with compliance for the Edgewater ED4 Habitat Management & Conservation Plan (HCP21-0001) in Osceola County. Edgewater ED4 is a 230± acre phase of the larger Edgewater project. The services outlined below are provided to ensure compliance with conditions of the HCMP.

SCOPE OF SERVICES

Task 1 – Signage

AEC will coordinate the purchase of permanent signage for the two (2) Wildlife Management Areas. The wording on the signs will comply with the Wildlife Area Detail map in the approved HCMP to notify residents when they are entering the Wildlife Management Areas (**Exhibit A**).

AEC will coordinate the installation of the signs at obvious entry points to the Wildlife Management Area. This task does not include the cost of the signs or installation of the signs.

Task 2 – Initial Monitoring Event of Habitat Conservation Area

The ED4 Habitat Conservation Area consists of 26.60± acres of preserved wetlands (W-3 and W-14), two stormwater ponds, and upland enhancement areas around the stormwater ponds (**Exhibit B**). AEC will conduct the Initial/Baseline monitoring event of the ED4 Habitat Conservation Area. This baseline monitoring event will be qualitative in nature, and will document the existing conditions of the wetlands and upland enhancement areas. It is assumed that the native trees have been planted in accordance with the planting plan approved in the HCMP (**Exhibit A**). The baseline monitoring event will also document the presence and overall approximate percent coverage of nuisance and exotic vegetation. General wildlife observations will also be made during the monitoring event.

AEC will provide recommendations, if needed, to bring any areas of concern into compliance with the HCMP. These recommendations may include vegetation maintenance, planting of native trees and shrubs, trash or debris removal, etc.

Task 3 – Annual Habitat Conservation Area Monitoring

AEC will conduct annual monitoring of the ED4 Habitat Conservation Area as required in the HCMP. The annual monitoring will consist of qualitative monitoring to document existing conditions, presence of nuisance and exotic vegetation and general wildlife observations.

Monitoring will be qualitative, and will be conducted by scientists that are well experienced with plant identification, habitat management, monitoring, and maintenance needs. Site data collected during each monitoring event will include, at a minimum, an assessment of overall site condition, success of recommended maintenance activities, presence of nuisance and/or exotic vegetation and need for additional maintenance, wildlife observed, and photographic documentation. Annual data will be presented in the Biennial Monitoring Report.

Task 4 – Compliance Coordination

AEC will coordinate directly with the Client to outline any compliance activities that need to be completed. This task may include producing a map to indicate areas that may need vegetation management, coordination with field crews for nuisance and exotic vegetation management, and other general project coordination that may be required to keep the ED4 Habitat Conservation Area in compliance.

Task 5 – Biennial Monitoring Report

The HCMP was approved by Osceola County on September 2, 2021, and the reporting schedule requires Biennial Reports to be submitted to the County.

The first Biennial Monitoring Report, which will be the Initial/Baseline Monitoring Report, will be due in September 2023. AEC will prepare this report for submittal to Osceola County. The report will include the results of the monitoring, including maintenance recommendations. Monitoring reports will be provided in electronic format for submittal to Osceola County. Additional Biennial Monitoring Reports will be required in September of every second year following 2023. The Professional Fee below includes the Initial/Baseline Monitoring Report, and one additional Biennial Monitoring Report. The need for additional monitoring and reporting can be re-evaluated and provided after September 2025.

Note: Any required amendments to the HCMP to include additional phases of development within the Edgewater project area will be provided under Professional Services for each respective phase of development.

PROFESSIONAL FEE

AEC will provide the services listed in the above Scope of Services in accordance with the fees outlined in the following table.

Table 1. Austin Ecological Consultants Fees

Task	Description	Qty	Rate	Unit	Amount
1	Signage	1	\$1,200	LS	\$1,200.00
2	Initial/Baseline Monitoring Event	1	\$1,500	LS	\$1,500.00
3	Annual Monitoring	2	\$1,500	LS	\$3,000.00
4	Compliance coordination	10	\$120.00	hour	\$1,200.00
5	Biennial Monitoring Report	2	\$2,500	LS	\$5,000.00
TOTAL					\$11,900.00

If you approve of the proposed services and fees, please sign and return a copy of this proposal to my attention. If you have any questions, please do not hesitate to contact me.

Sincerely,



Randy L. Austin, M.S., President
Austin Ecological Consultants, LLC

rla/eca

Proposal Acceptance Conditions

1. This proposal, upon execution by both parties, will serve as a binding contract between Austin Ecological Consultants and client.
2. If the client does not own the property containing the project site, a Notice To Owner will be submitted to the registered owner.
3. AEC will provide all approved services as an independent contractor.
4. Client agrees to pay for services as described in the Table of Fees.
5. Invoices will be submitted on a monthly basis.
6. Client shall pay the invoice amount, in full, within thirty (30) days following the invoice date.
7. Client shall provide access to the property for AEC employees and agents for purposes of the Scope of Services.
8. Client is responsible for all application fees for permits.
9. The client or the client's authorized agent may be required to produce surveys, drawings, or details of the property to AEC. AEC shall consider, and shall be entitled to rely on, any information provided by the client to be accurate, complete and correct. If the client or their authorized agent supplies information that proves to be inaccurate, incomplete, or incorrect, AEC will not be held liable.
10. Services being provided under this proposal, or any other active contracts with client, will cease if any payment is not received within 35 days of the date of the invoice.
11. Austin Ecological Consultants will not be held liable for any direct or indirect damages or lost profits resulting to client from work stoppage due to non-payment of invoice(s) by client.
12. This agreement may be terminated by either party giving the other party ten (10) days written notice of intent to terminate.
13. If this contract is terminated by the client, the client is responsible for paying for all services and fees accumulated by Austin Ecological up to the date of termination of the contract.
14. If the collection of any sums due hereunder is placed in the hands of an attorney, Client agrees to reimburse all reasonable attorney's fees and costs relating thereto.
15. In the event of any legal or equitable action arising under this Agreement, the parties agree that jurisdiction and venue of such action shall lie exclusively within the state courts of Florida located in Osceola County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division, and the parties specifically waive any other jurisdiction and venue.
16. The client has the full right, power, legal capacity and authority to enter into this Agreement and to carry out the terms hereof. If the client is not the owner of the property, then by signing below the Client warrants and represents that it has the authority to sign this Agreement on behalf of the owner of the property.
17. This Agreement does not imply or guarantee that efforts to obtain required permits and approvals will be successful.
18. AEC will have no responsibility for the discovery, handling, removal or disposal of any hazardous materials on the property.
19. All information listed below must be completed to initiate project.
20. Signature below indicates that client has reviewed and accepts all Proposal Acceptance Conditions.
21. This proposal is valid for 30 days.

Name (Please Print)

Signature

Title

Date

Company

Billing Address (Street number)

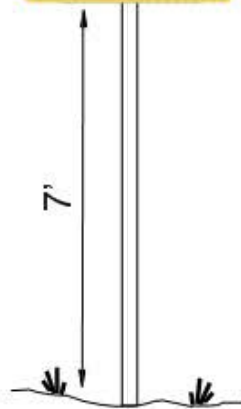
Phone Number

City, State, Zip Code



EXHIBIT A

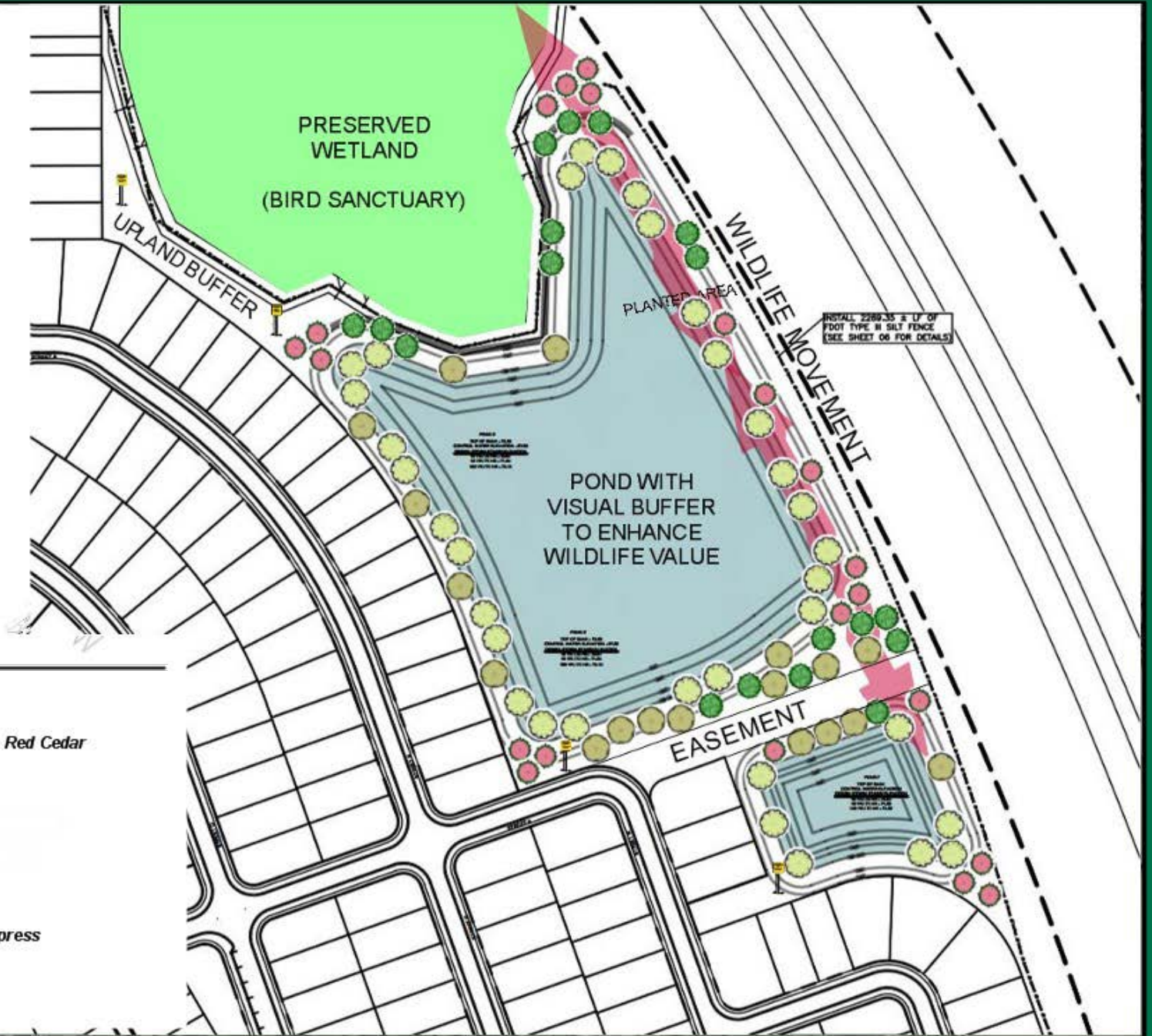




DETAIL WILDLIFE SIGN

TREE KEY

TREES	BOTANICAL / COMMON NAME
	<i>Juniperus silicicola</i> / Southern Red Cedar
	<i>Pinus elliottii</i> / Slash Pine
	<i>Quercus virginiana</i> / Live Oak
	<i>Taxodium distichum</i> / Bald Cypress
	Wildlife Sign



Austin Environmental Consultants, Inc.
 316 Church Street
 Kissimmee, Florida 34741
 407.935.0535

WILDLIFE AREA DETAIL

ED4

Osceola County, FL

EXHIBIT B





0 1,000 2,000
Feet

Local-scale Wildlife Corridor



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA,



Audin Environmental Consultants, Inc.
316 Church Street
Nashville, TN 37211
615.259.0535

CORRIDOR MAP

Edgewater
Osceola County

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6A



Jr. Davis Construction Company
210 S. Hangar Road
Kissimmee, FL 34741
Phone: (407) 870-0066

June 02, 2023.

Letter: 09.3

Pete Glasscock
Hanson, Walter & Assoc. Inc. (HWA)
8 Broadway, Suite 104
Kissimmee, FL 34741

Edgewater East: ED5 – Framework Roadway Phase 1 Civil Work
JDC Project #: 2142
RE: Drainage from Clay Whaley Rd north of pond ED5-7.

Dear Mr. Pete,

As requested by BTI Partners, please see the attached quote for all work associated with a detailed swale installation for Drainage from Clay Whaley RD north of Pond ED5-7.

If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

A handwritten signature in black ink, reading 'Gustavo Menezes', with a long horizontal flourish extending to the right.

Gustavo Menezes – Assistant Project Manager
Jr. Davis Construction, Inc

Cc: Michael Hughes – Project Engineer, JDC
Mike Spain – Sr. Project Manager, JDC
Heath Bunn – Operations Manager, JDC
Bobby Wanas – Land Development Manager, BTI

Edgewater ED5 RFCO#04 Drainage from Clay Whaley Rd notrh of Pond ED5-7 - Swale



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes

Phone: (407) - 460 - 8404

Email: Gustavo.menezes@jr-davis.com

Quote To: Pete Glasscock
Company: Hanson, Walter & Associates, Inc.
Phone: (407) 847-9433
Email: pglasscock@hansonwalter.com

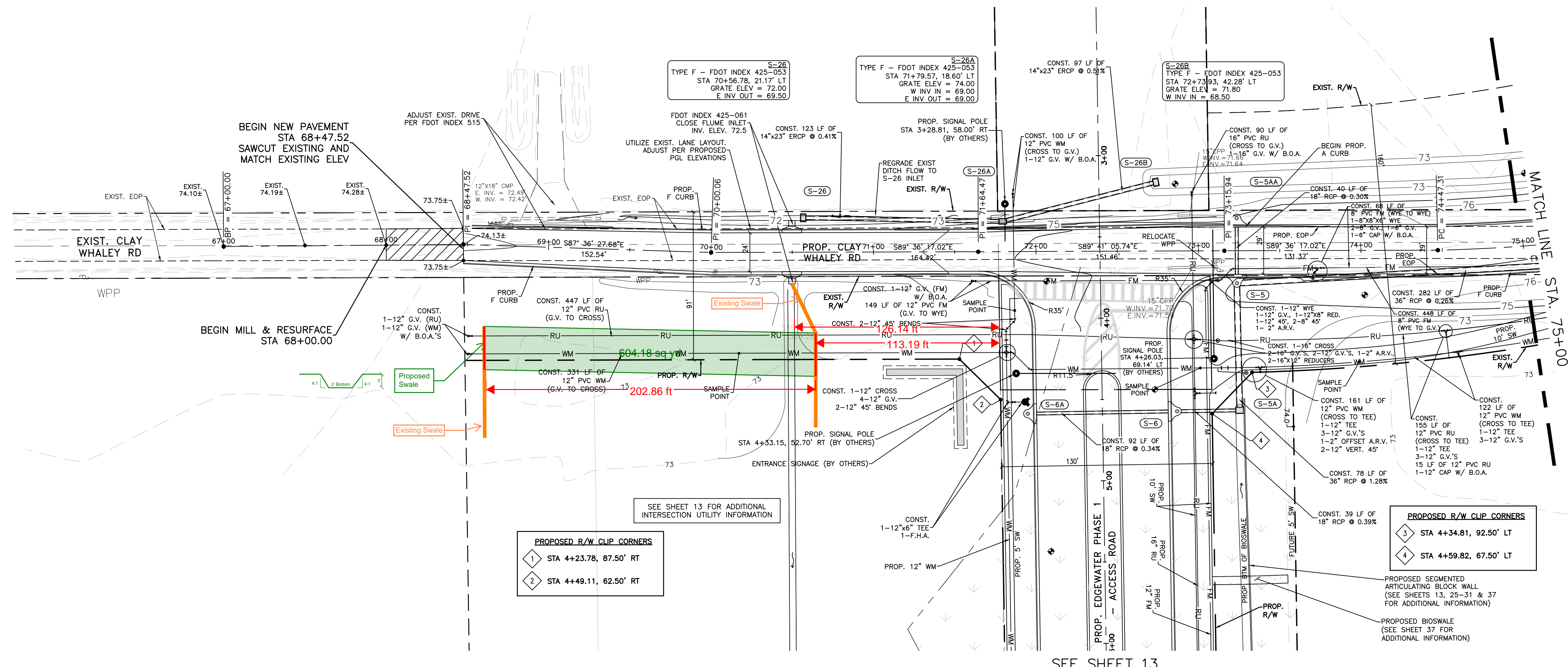
Proposal Date: 06.02.23
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT		
	RFCO #04 - Drainage from Clay Whaley - Swale	205.00	LF		
	RFCO #04 - Drainage from Clay Whaley - Swale (SOD)	605.00	SY		
	RFCO #04 -Clay Whaley Drainage - Swale (Survey)	1.00	LS		

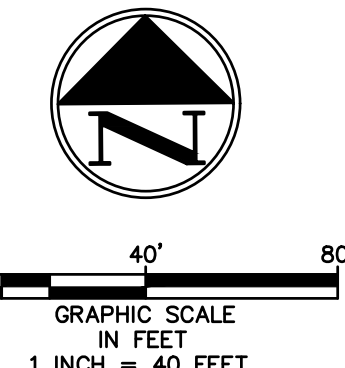
GRAND TOTAL **\$6,975.00**

NOTES:

Flow calculation, quantaties, locations, and specifications need to be confirmed by EOR.



MILL & RESURFACE

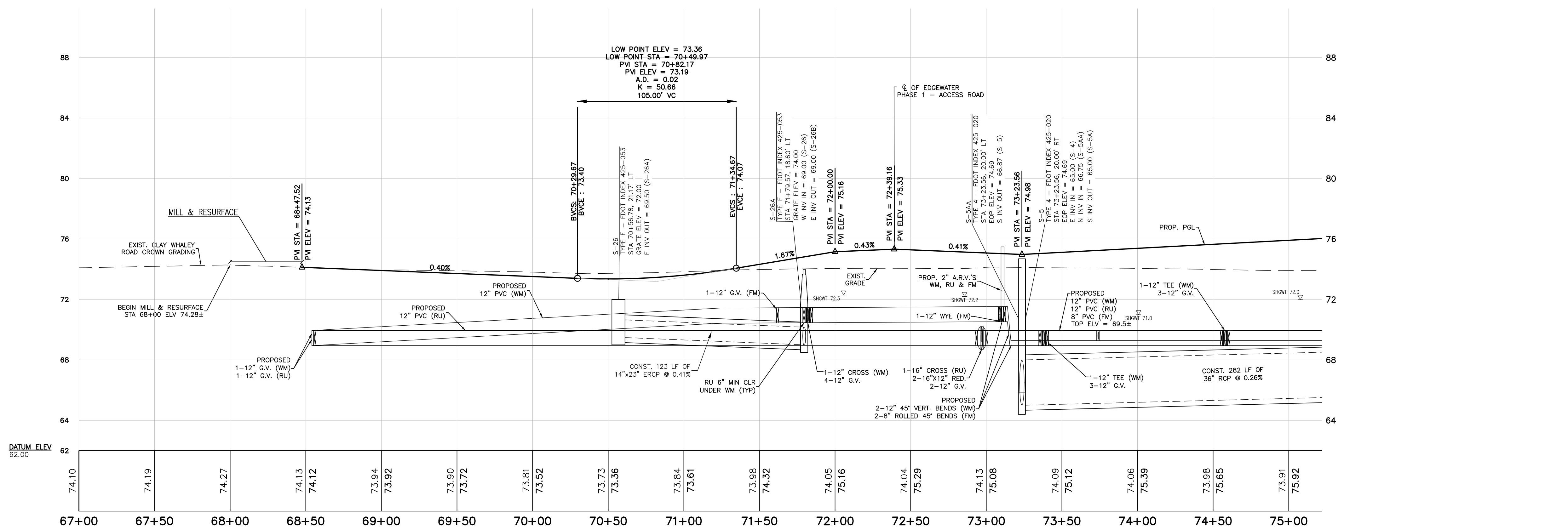


LEGEND

	PROPOSED BENDS 11.25', 22.5', 45' & 90'
	PROPOSED GATE VALVE, TEE
	PROPOSED WATER MAIN (WM) PVC C900 (36" MIN. COVER)
	PROPOSED REUSE WATER MAIN (RU) PVC C900 (36" MIN. COVER)
	PROPOSED FORCE MAIN (FM) PVC C900 (36" MIN. COVER)
	PROPOSED UNDERDRAIN (UD)
	PROPOSED FIRE HYDRANT ASSEMBLY (F.H.A.) 1-TEE (AS REQUIRED) 1-6" GATE VALVE 6" PVC C900 (AS REQUIRED) 1-FIRE HYDRANT
	BORING LOCATION (SEE GEO REPORT FOR ADDITIONAL SOIL BORING INFORMATION)

- NOTES:**
- BOTH THE DESIGN AND POSTED SPEEDS ARE 35 MPH.
 - SEE SHEET 03A FOR GENERAL NOTES.
 - CONSTRUCT CURB RAMP AND DETECTABLE WARNINGS PER FOOT INDEX 522-002, SEE SHEET 40.

SCALES:
HORIZ: 1" = 40'
VERT: 1" = 4'



NOTE:
THE CITY OF ST. CLOUD WILL MAINTAIN THE POTABLE WATER, REUSE WATER AND SANITARY SEWER FORCE MAIN WITHIN THE OSCEOLA RIGHT-OF-WAY.

DESIGN	SB/SH	F.B. NO.	-
DRAWN	SB/KH	PAGE	-
CHECKED	SDH	SCALE	AS NOTED
CAD#	-	DATE	02/08/20

SEC.	-
TWP.	-
RANGE	-
DATE	03/02/21
BY	SDB
REVISIONS	REVISED PER CITY OF ST. CLOUD COMMENTS

8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708
PHONE: (407) 847-9433
FAX: (407) 847-2499
SURVEY FAX: (407) 442-1045
ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

HWA
EDGEWATER EAST

**CLAY WHALEY ROAD
PLAN & PROFILE**

SHEET NO.
____ of ____
JOB NO.

THESE DOCUMENTS AND THESE CONTENTS ARE THE PROPERTY OF HANSON, WALTER & ASSOCIATES, INC. AND ARE ISSUED ONLY FOR THE SPECIFIC PROJECT NOTED ON THESE DRAWINGS. ANY REPRODUCTION, DISTRIBUTION OR MODIFICATION OF THESE DOCUMENTS WITHOUT THE EXPRESS WRITTEN CONSENT OF HANSON, WALTER & ASSOCIATES, INC. IS PROHIBITED BY LAW.

I:\2288-10\ENGINEERING\CADD\PLANS\4+288-10_PP_PGD CLAY WHALEY.DWG • Mar 22, 2021 7:41 pm • plotted by stowling

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6B



Jr. Davis Construction Company
210 S. Hangar Road
Kissimmee, FL 34741
Phone: (407) 870-0066

July 05, 2023.

Letter: 04

Pete Glasscock
Hanson, Walter & Assoc. Inc. (HWA)
8 Broadway, Suite 104
Kissimmee, FL 34741

Edgewater East: ED5 – Framework Roadway Phase 1 Civil Work
JDC Project #: 2165
RE: ROCO 03 Bond

Dear Pete,

As requested by BTI Partners, please see the attached change order for all work associated with the added Performance Bond scope since it was not included in the proposal per Pre-Bidding meeting instructions.

If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager
Jr. Davis Construction, Inc

Cc: Michael Hughes – Project Engineer, JDC
Michael Spain – Sr. Project Manager, JDC
Heath Bunn – Operations Manager, JDC
Steve Davis – Vice President, JDC
Bobby Wanas - Land Development Manager, BTI

Edgewater East CDD ED-6 PH1 - RFCO01 Bond



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes

Phone: (407) - 460 - 8404

Email: gustavo.menezes@jr-davis.com

Quote To: Pete Glasscock
Company: Hanson, Walter & Associates, Inc.
Phone: (407) 847-9433
Email: pglasscock@hansonwalter.com

Proposal Date: 07.05.23
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Bond	1.00	LS	52,664.70	52,664.70
GRAND TOTAL					\$52,664.70

NOTES:

Bond not included on proposal as requested during pre-bid meeting.

INSURANCE/SURETY BONDS
JOHNSON
 & COMPANY

801 N. Orange Ave., Suite 510 • Orlando, FL 32801-5202
 407/843-1120 • 800/331-3379
 FAX: 407/843-5772

Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

INVOICE

Customer	Jr. Davis Construction Co., Inc.
Acct #	798
Date	05/09/2023
Customer Service	(407)843-1120
Page	1 of 1

Payment Information	
Invoice Summary	\$ 47,877.00
Payment Amount	
Payment for:	Invoice#76963
30177708	

Thank You

Customer: Jr. Davis Construction Co., Inc.

Invoice	Effective	Transaction	Description	Amount
76963	05/04/2023	New business	Policy #30177708 05/04/2023-05/04/2024 CNA SURETY Surety - \$7,295,854 Bond Type: Performance & Payment -New Owner: Edgewater CDD Project: ED 6 Framework Roadway Contract Amount: \$7,295,854 Job #: Job: 2165 01 01 010 --1 INSURANCE SURETY BONDS JOHNSON & COMPANY 801 N. Orange Ave., Suite 510 • Orlando, FL 32801-5202 407/843-1120 • 800/331-3379 FAX: 407/843-5772	47,877.00

RECEIVED
 MAY 11 2023
 Jr. Davis Construction Co.

Total	
\$	47,877.00

Thank You

Johnson & Company	(407)843-1120	Date
801 N Orange Avenue Suite 510 Orlando, FL 32801		05/09/2023

Jr. Davis Construction Company, Inc.
Bond Premium Computation
Class B Rates

Project:

2165

Owner:

Edgewater CDD

Contract Value

\$ 7,295,854.00

Duration of job in days, per contract documents

730

No. of Days to be surcharged:

0

Number of Years Maintenance Guarantee

1

Value of Maintenance Guarantee (Percentage)

100%

Bond Premium, based on Contract Price

Tier	Rate	Contract Value	Premium
\$ 500,000.00	\$ 9.00	\$ 500,000.00	\$4,500
\$ 2,000,000.00	\$ 7.25	\$ 2,000,000.00	\$14,500
\$ 2,500,000.00	\$ 6.50	\$ 2,500,000.00	\$16,250
\$ 2,500,000.00	\$ 5.50	\$ 2,295,854.00	\$12,628
\$ 2,500,000.00	\$ 5.50	\$ -	\$0
\$ 10,000,000.00	\$ 5.00	\$ -	\$0

TOTAL BOND PREMIUM:

\$ 7,295,854.00

\$47,878

Please note: These rates do not apply to contracts with design obligations, please contact us for rating.

Surcharge for completion time greater than 731 days

Number of days to be surcharged

Surcharge at 1% per month (disregarding fraction of month)

\$0

TOTAL TIME SURCHARGE:

\$0

Maintenance Guarantee for periods greater than 1 year, based on Maintenance Bond Amount

Value of Maintenance Guarantee

\$ 7,295,854.00

Number of years subject to premium charge:

-

Tier	Rate	Contract Value	Premium
\$ 100,000.00	\$ 2.00	\$ 100,000.00	\$0
\$ 400,000.00	\$ 2.00	\$ 400,000.00	\$0
\$ 2,000,000.00	\$ 1.50	\$ 2,000,000.00	\$0
\$ 5,000,000.00	\$ 1.50	\$ 4,795,854.00	\$0
\$ 2,500,000.00	\$ 1.50	\$ -	\$0
\$ 10,000,000.00	\$ 1.20	\$ -	\$0

Additional Maintenance Premium (if no P&P issued the Mtc Only Rates are different, please call)

\$0

TOTAL BOND CHARGES

\$47,878.00

Minimum premium for contract bonds is \$200.

From: Shawn Hindle <SHindle@HansonWalter.com>

Sent: Tuesday, March 7, 2023 1:45 PM

To: Shane Cox <shane@sdcl.com>; Angela Rosario <Angela.Rosario@jr-davis.com>; CJ Flint <cjflint@swellconstruction.com>; Hunter Carter <hcarter@hughesbrothersinc.com>

Cc: Bobby Wanas <bwanas@btipartners.com>; Eckert, Michael C. <Michael.Eckert@KutakRock.com>

Subject: Performance/Completion Bond

Please see attached a revised bid form adding line item 68Alt. This line item is not mandatory and the base bid shall not include costs associated with the performance bond. If you elect to provide pricing for the bond in conformance with the County form we would appreciate it but it will not be considered in the award of the contract, nor shall it be included in the totals for the project. We will use the information to present to the County the additional costs incurred based upon their format and have the obligation for the bond to be removed as a requirement. If a bond becomes necessary, the CDD will provide, or they will negotiate under a change order with the successful contractor.

Also attached are the minutes from the non-mandatory Pre Bid meeting.

Shawn Hindle, P.E.
President
Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, Florida 34741
Office: 407-847-9433
Fax: 321-442-1045
Mobile: 407-709-3141

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

6C



Jr. Davis Construction Company
210 S. Hangar Road
Kissimmee, FL 34741
Phone: (407) 870-0066

July 25, 2023.

Letter: 05

Pete Glasscock
Hanson, Walter & Assoc. Inc. (HWA)
8 Broadway, Suite 104
Kissimmee, FL 34741

Edgewater East: ED5 – Framework Roadway Phase 1 Civil Work
JDC Project #: 2165
RE: RFCO 04 Ponds Slope Reconfiguration

Dear Pete,

As requested by BTI Partners, please see the attached change order for all work associated with regarding slope at Pond I & G to match Edgewater Ed6 design. Pond I slope will be regraded only by the roadway and far enough to allow for storm drainage system installation as illustrated on the attached drawing because remaining slope will be redesigned.

If you have any questions, or require any additional information, please do not hesitate to give me a call at 407-460-8404

Respectfully,

Gustavo Menezes – Assistant Project Manager
Jr. Davis Construction, Inc

Cc: Michael Hughes – Project Engineer, JDC
Michael Spain – Sr. Project Manager, JDC
Heath Bunn – Operations Manager, JDC
Steve Davis – Vice President, JDC
Bobby Wanas - Land Development Manager, BTI

Edgewater ED6 RFCO #04 Ponds Slopes Reconfiguration R1



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Gustavo Menezes

Phone: (407) -460-8404

Email: Gustavo.menezes@jr-davis.com

Quote To: Pete Glasscock
Company: Hanson, Walter & Associates, Inc.
Phone: (407) -847-9433
Email: pglasscock@hansonwalter.com

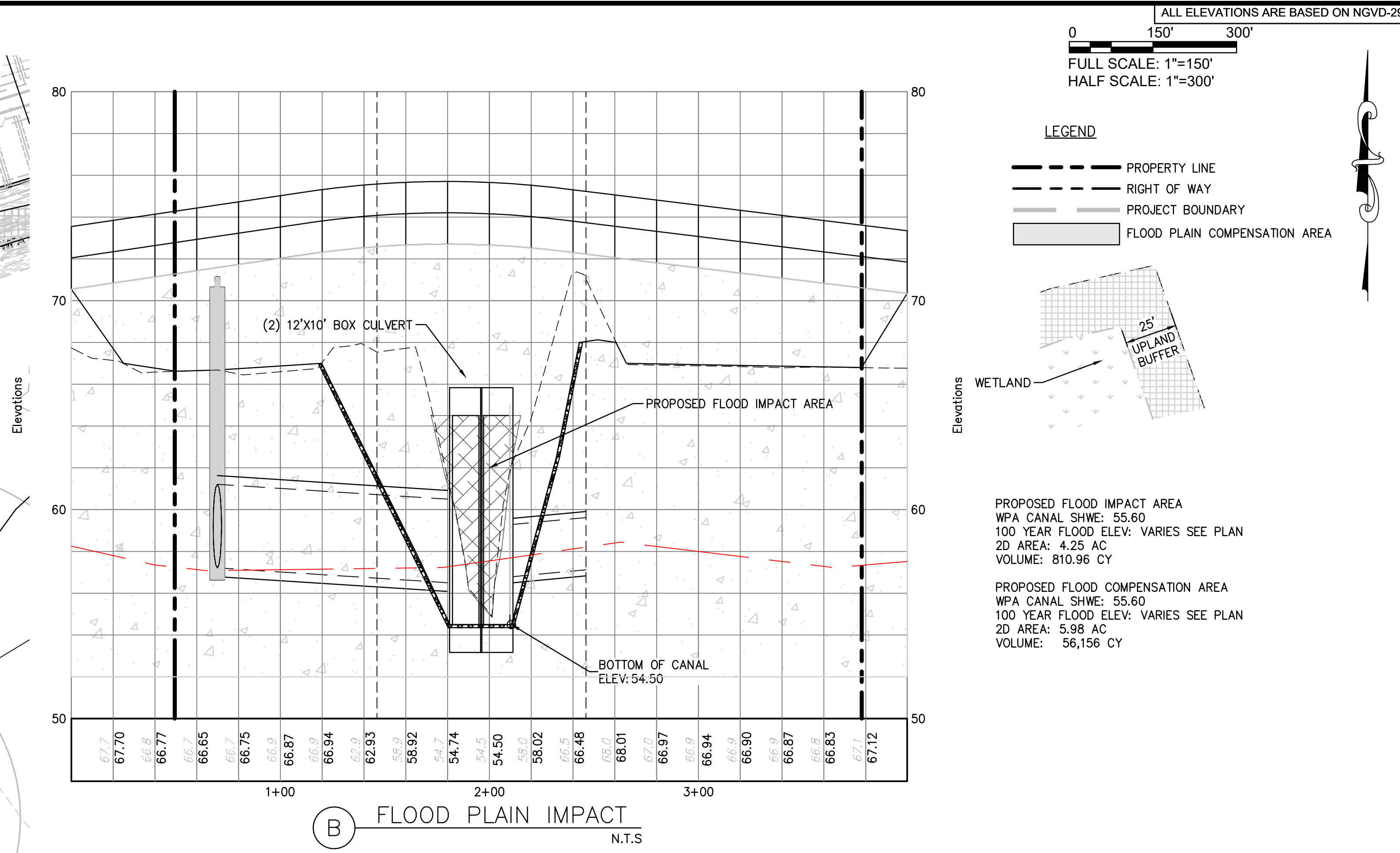
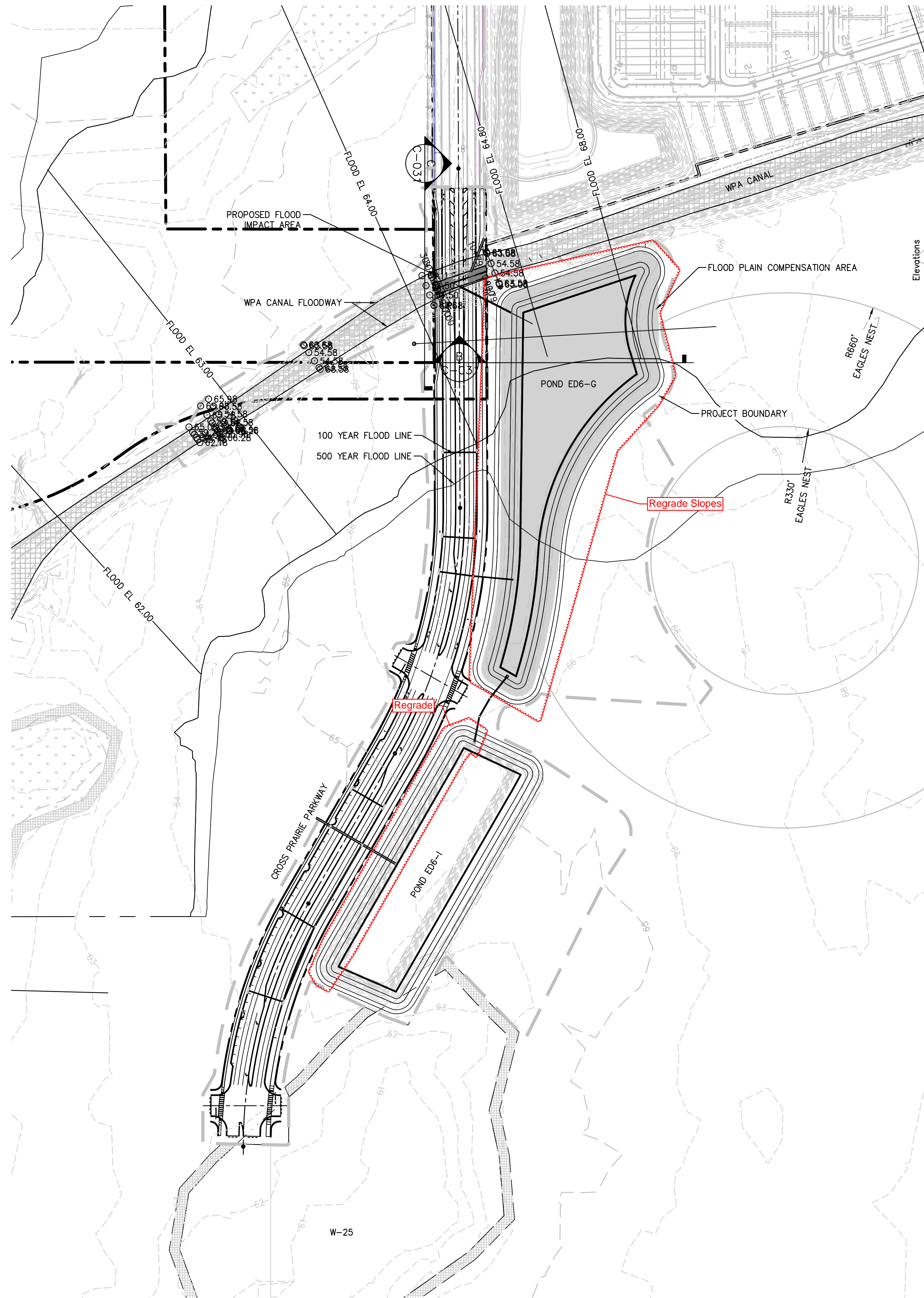
Proposal Date: 07.25.23
Date of Plans:
Revision Date: 07.25.23
Addendums:

ITEM	DESCRIPTION				AMOUNT
	Ponds Slopes Re-work				100,417.69
	Dewatering				55,671.60
	Project Management				12,291.60
	Survey				3,693.00
	Sod				53,922.00
GRAND TOTAL					\$225,995.89

NOTES:

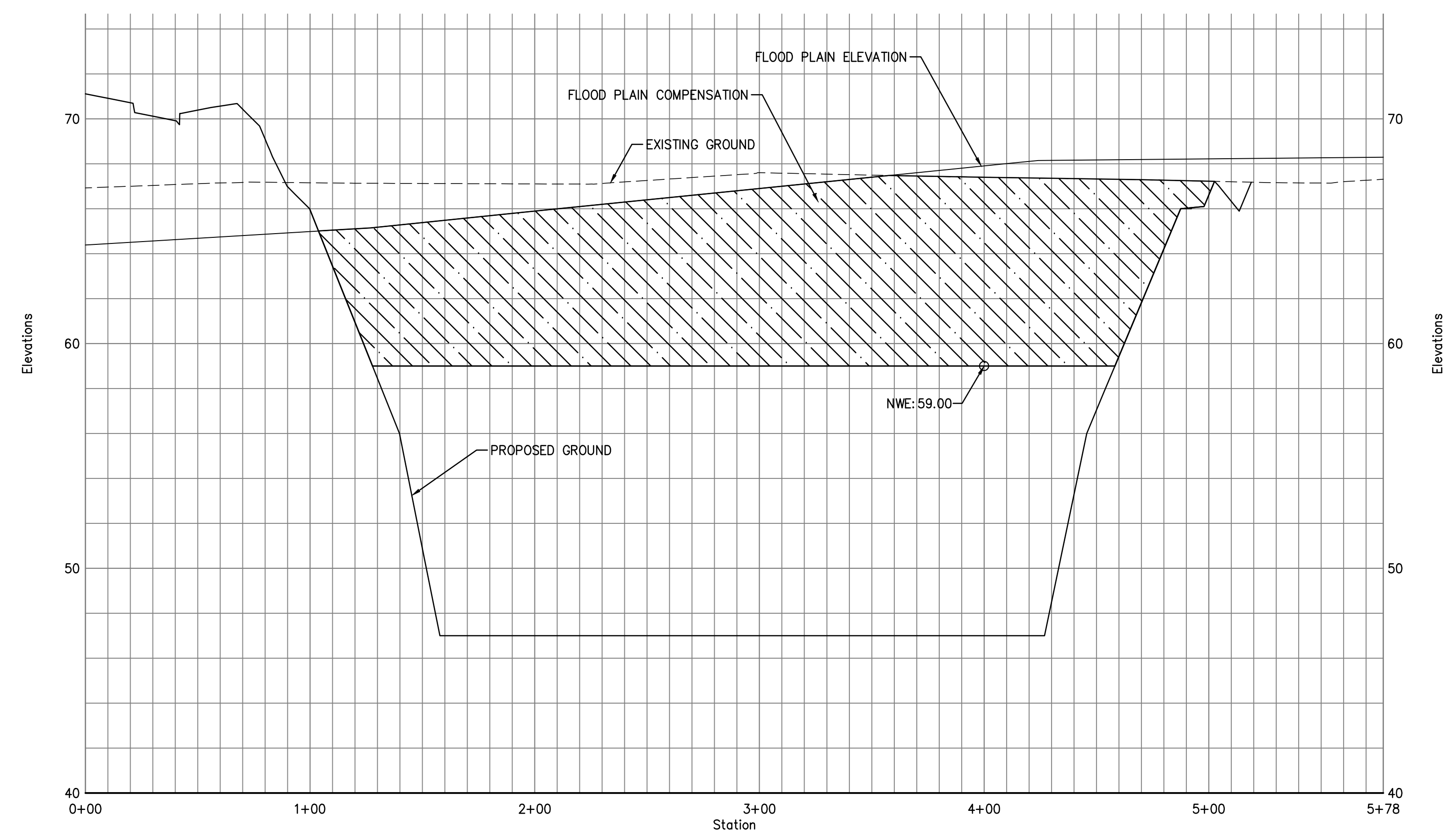
Dewater on this quote assumes partial scope can be executed sumuntaneously with storm drainage installation.

Z:\2020\R201042.02 - BTI-ED-6 CP Pkwy\CAD\ACAD\CIVIL\CONSTRUCTION PLANS\C-031 POST DEVELOPMENT FLOODPLAIN.dwg May 25, 2023 - 3:59pm



Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Fill
XCI-R201042.02-GD-FLOOD COMP VS FLOOD POST	1.000	1.000	260660.62 Sq. Ft.	56156.69 Cu. Yd.
Totals			260660.62 Sq. Ft.	56156.69 Cu. Yd.



ALL ELEVATIONS ARE BASED ON NGVD-29
 0 150' 300'
 FULL SCALE: 1"=150'
 HALF SCALE: 1"=300'

SCALE: AS SHOWN
 DATE: 05/2023
 DRAWN: LGF
 CHECKED: WSL
 APPROVED: WSL

**FLOOD PLAIN COMPENSATION
 EDGEWATER ED-6 PH 1 CROSS PRAIRIE
 PARKWAY EXTENSION
 OSCEOLA COUNTY, FL**

SEAL
 W. SCOTT LAND
 LICENSE
 No. 47077
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY W. SCOTT LAND, P.E. ON THE DATE ADJACENT TO THE SEAL.
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

gai consultants
 EB 9951
 618 SOUTH ST. SUITE 700
 ORLANDO, FLORIDA 32801
 PHONE: (407) 423-8398

PROJECT NO./DASH NO.
 R201042.02

SHEET
C-031

SDP22-0029
 PS21-00021
 CP19-00003

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

7

2222 RFC 009 ODP Deduct



Southern Development & Construction

2544 Connection Point
 Oviedo, FL 32765
 Contact: Mike Cresham
 Phone: (407) 977-9898

Quote to: Shawn Hindle HWA (CDD EOR)
 Bobby Wanas BTI Partners LLC (Owner)
Phone: (407) 709-3141
 (407) 617-9011
Email: s.hindle@hansonwalter.com
Bwanas@btipartners.com

Job Name: SDP21-0157 Clay Whaley
Date of Plans 3/8/2023
Req. Add. Days
Revision Date:
Proposal Date: 03/30/23 ; 04/27/23rev1; 05/23/23rev2

RFC 009		ODP Deduct - County Materials			
Item	Description	Quantity	Unit	Unit Price	Amount
	RFC 009				
100	County Material ODP Deduct	1.00	LS	-\$396,505.35	-\$396,505.35
200	Sales Tax	1.00	LS	-\$23,865.32	-\$23,865.32
RFC 009 Total					-\$420,370.67
GRAND TOTAL					-\$420,370.67

NOTES:
 Proposal includes the cost of the following scope only. Any changes or additional scope will be priced separately
 1) County Material ODP Deduct (RCP)
 2) Sales tax savings included

**OWNER DIRECT PURCHASE
REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.
NAME: County Materials Corporation
ADDRESS: 25750 CR561, Astatula, FL 34705
TELEPHONE NUMBER: 352-343-8488

2. Manufacturer or brand, model or specification number of the item.

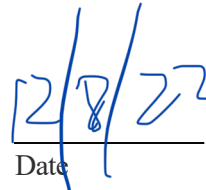
See attached quote

3. Quantity needed as estimated by CONTRACTOR. See attached quote
4. The price quoted by the supplier for the construction materials identified above. \$396,505.35
5. The sales tax associated with the price quote. \$23,865.32
6. Shipping and handling insurance cost. \$ -0-
7. Delivery dates as established by CONTRACTOR.

OWNER: ~~Edgewater~~ East Community Development District

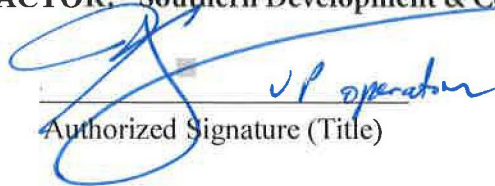


Authorized Signature (Title)

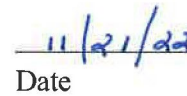


Date

CONTRACTOR: Southern Development & Construction, Inc.



Authorized Signature (Title)



Date

PURCHASE ORDER

1. SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED
2. Edgewater East Community Development District State of Florida sales tax exemption certificate number: 85-8018135283C-4

Description of Goods or Services - The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

Price \$396,505.35

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Edgewater East Community
Development District

Buyer

By: 

Name: KEVIN MAYS

Title: Vice CHAIR

Date Executed: 12/8/22

County Materials Corporation

Seller

By: Josh Guthrie

Name: Josh Guthrie

Title: Sales Representative

Date Executed: 12/08/2022

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions



COUNTY[®]

MATERIALS CORPORATION

EXHIBIT "A"

ASTATULA

Quotation

25750 CR561
 ASTATULA, FL 34705
 Phone: (352)343-8488

<i>Date:</i> 10/9/2022	<i>Bid Date:</i> 9/20/2022	<i>Time:</i> 12:00 AM	<i>Project:</i> 044-3066-22	<i>Revision:</i> 0
Bid To: SOUTHERN DEVELOPMENT & CONST	Project Name: Clay Whaley Road Widening			
Contact: John Sever	Project Address:			
Phone:	City/State/County: St Cloud, FL, Osceola			
Email: jsever@sdcfl.com	Memo:			
Quoted By: Josh Guthrie			Cell: (352)459-1986	
Email: Josh.Guthrie@countymaterials.com				

Description	UOM	Qty	Unit Price	Extension
ROUND PIPE				
18" RCP CL3	LF	520.00	\$34.00	\$17,680.00
24" RCP CL3	LF	48.00	\$52.70	\$2,529.60
48" RCP CL3	LF	1408.00	\$182.75	\$257,312.00
54" RCP CL3	LF	480.00	\$233.75	\$112,200.00
				Net Price
				\$389,721.60
END TREATMENTS				
18" MITERED END SECTION	EA	1.00	\$616.25	\$616.25
24" MITERED END SECTION	EA	1.00	\$807.50	\$807.50
54" MITERED END SECTION 2:1	EA	1.00	\$5,100.00	\$5,100.00
36" & 42" STRAP W/ HARDWARE	EA	4.00	\$65.00	\$260.00
				Net Price
				\$6,783.75
				\$396,505.35

*MES BAR GRATES ARE AVAILABLE IN SINGLE, DOUBLE AND TRIPLE RUN, WITH OR WITHOUT BOLT FRAME. MES BAR GRATES ARE A SPECIAL ORDER ITEM, REQUIRE A MINIMUM OF 2 WEEKS PRODUCTION TIME, ARE NON-RETURNABLE AND NON-REFUNDABLE. CALL FOR MORE INFORMATION OR A QUOTE.

PURCHASE ORDER

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point designated by Owner's contractor. Title, and risk of loss, shall pass to Owner or Owner's contractor at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner or Owner's contractor shall have three (3) business days, starting the following day of delivery, to inspect such Goods prior to acceptance. Failure to notify Seller within this timeframe will constitute acceptance.
 - b. All Goods are subject to inspection and approval by Owner or Owner's contractor as identified in item 3a above. Owner or Owner's contractor may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner or Owner's contractor will notify Seller of failure.
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use for the Owner's purposes. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. If the Seller chooses to replace or remedy goods, it must do so within 24 hours or it becomes Owner's option which remedy to elect. All Goods are subject to inspection by Owner or Owner's contractor before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law. Seller shall warranty Goods for one (1) year from the date of delivery inspection acceptance at the project site.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, actual damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole, or to the extent caused in part, by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not

- constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
 13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
 14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
 15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
 16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
 17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred ~~by Seller~~ without prior written approval ~~by Owner~~, and any attempted assignment or transfer without such consent shall be void.
 18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
 19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
 20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
 21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
 22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
 23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
 24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

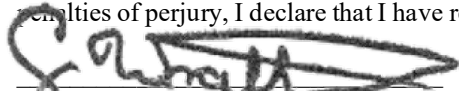
The undersigned authorized representative of Edgewater East Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8018135283C-4, affirms that the tangible personal property purchased pursuant to Purchase Order Number ODP-2222-02 from County Materials Corporation (Vendor) on or after 10/9/22 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract Whaley Road Widening with Southern Development & Construction, Inc. (Contractor) for the Construction of Clay Whaley Roadway, Phase 1.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (You must initial each of the following requirements.)

- CW 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- CW 2. The vendor's invoice will be issued directly to Governmental Entity c/o Southern Development & Construction, Inc.
- CW 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- CW 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- CW 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative

Treasurer
Title

Edgewater East Community Development District
Purchaser's Name

12/12/2022
Date

Federal Employer Identification Number: 38-4152913
Telephone Number: (561) 571-0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8018135283C-4	08/07/2020	08/31/2025	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EDGEWATER EAST COMMUNITY DEVELOPMENT
DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COUNTY MATERIALS CORP.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 25750 CR 561</p> <p>6 City, state, and ZIP code ASTATULA, FL 34705</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	5	-	5	2	9	6	1	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 11/18/22
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8A

CENTRAL FLORIDA UNDERGROUND, INC.

990 MILLER DRIVE • ALTAMONTE SPRINGS, FLORIDA 32701
TELEPHONE 407-260-9000 • FAX 407-260-1599



March 31, 2023

Edgewater East CDD
Attn: Mr. Shawn Hindle

RE: Revised Quotation for Irrigation & Telecom Sleeves
PROJECT: Clay Whaley Parkway

Dear Sir:

Based on the information provided by your firm, Central Florida Underground, Inc. proposes the following:

1. Furnish labor, material and equipment to install irrigation sleeves to include excavation, backfill and compaction. All density testing to be provided by others.

Lump Sum	1 LS @	21,250.00	\$21,250.00
TOTAL AMOUNT PROPOSED			\$21,250.00
Add if Bond Required			\$700.00

If Required:

Provide lay-out and as-builts for irrigation / Telecom sleeves at 14-locations

Lump Sum	1 LS @	4,400.00	\$4,400.00
----------	--------	----------	------------

Notes:

- ~~1. All layout to be by others.~~
2. No density testing is included, if required cost to be by others.
3. PVC sleeves included in price.
4. Any removal of concrete or asphalt to be by others.
- ~~5. All as-builts by others.~~

Bryan C Ward
President

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8B

CENTRAL FLORIDA UNDERGROUND, INC.

990 MILLER DRIVE • ALTAMONTE SPRINGS, FLORIDA 32701
TELEPHONE 407-260-9000 • FAX 407-260-1599



July 25, 2023

BTI Partners

Attn: Mr. Bobby Wanas

4798 New Broad St, Suite 220

Orlando, FL 32814

RE: Revision (1) Quotation for Electrical Duct Bank Extension

PROJECT: Cross Prairie Pkwy

LOCATION: Osceola County, FL.

Dear Sir:

Based on the information provided by your firm, Central Florida Underground, Inc. proposes the following:

1, Provide Labor, Equipment and Material to install approxiamatley 40' of 6" 2way Duct Bank to DIP Pole.

Lump Sum;	\$30,000.00
TOTAL AMOUNT PROPOSED	\$30,000.00
Add if Bond Required	\$0.00

Notes:

1. All layout by others.
2. All permits to to be by others.
3. No Restoration other than backfill is included, see alternate.
4. If MOT is required cost to be by others.

Roadway Restoration Alternate;

1, Provide Labor, Equipment and Material to restore approxiamatley 480Sf of Roadway to include Lime rock base material 12" thick and S-1 Asphalt 2" thick.

Lump Sum;	\$9,600.00
Total Amount Proposed	\$9,600.00

Dan Williams
Project Manager

Page 1 of 1

STATE CERTIFIED UTILITY CONTRACTOR CUCO 33893

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-11

A RESOLUTION OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING 70.384 ACRES OF PROPERTY AS NONDEVELOPABLE; APPROVING AN AMENDMENT TO THE COLLATERAL ASSIGNMENT AGREEMENT TO EXCLUDE 70.384 ACRES OF PROPERTY; APPROVING AN AMENDMENT TO THE TRUE UP AGREEMENT TO EXCLUDE 70.384 ACRES OF PROPERTY; RELEASING ALL ASSESSMENT LIENS ON SUCH 70.384 ACRES OF PROPERTY; APPROVING AN AMENDMENT TO A TEMPORARY CONSTRUCTION EASEMENT TO REMOVE 70.384 ACRES OF PROPERTY; DIRECTING THE RECORDING OF AN AMENDMENT TO THE COLLATERAL ASSIGNMENT, AMENDMENT TO THE TRUE UP AGREEMENT, RELEASE OF ASSESSMENT LIEN AND PARTIAL RELEASE OF CONSTRUCTION EASEMENT; DIRECTING THAT NO OPERATIONS AND MAINTENANCE ASSESSMENTS SHALL BE LEVIED ON SUCH 70.384 ACRES OF PROPERTY; AUTHORIZING ADDITIONAL ACTIONS AND DOCUMENTS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Edgewater East Community Development District (the “District”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (“Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments; and

WHEREAS, the owner of 70.384 acres of land within the boundaries of the District has demonstrated that such land is nondevelopable by virtue of the fact that it will either be owned by a governmental entity, the School Board of Osceola County, Florida, or subject to a non-exclusive drainage easement in favor of a governmental entity, the School Board of Osceola County, Florida.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. DESIGNATION OF NONDEVELOPABLE PROPERTY. The Board

hereby finds and determines that the property within the District as described in **Exhibit A** (“Released Property”) is nondevelopable.

SECTION 3. APPROVAL OF AMENDMENT TO COLLATERAL ASSIGNMENT.

The form of the amendment to the *Collateral Assignment and Assumption of Development Rights Agreement (Series 2022 Bonds – Assessment Area Two)* dated February 24, 2022, attached hereto as **Exhibit B** is hereby approved by the District and the District’s Chairperson is authorized to execute the same on behalf of the District in substantial form. The District’s Secretary is hereby directed to record **Exhibit B** in the Official Records of Osceola County, Florida.

SECTION 4. APPROVAL OF AMENDMENT TO TRUE-UP AGREEMENT.

The form of the amendment to the *Agreement Regarding the True-Up and Payment of Special Assessment Revenue bonds (Assessment Area Two – 2022 Bonds)* dated February 24, 2022, attached hereto as **Exhibit C** is hereby approved by the District and the District’s Chairperson is authorized to execute the same on behalf of the District in substantial form. The District’s Secretary is hereby directed to record **Exhibit C** in the Official Records of Osceola County, Florida.

SECTION 5. RELEASE OF ALL DISTRICT SPECIAL ASSESSMENT LIENS.

All District Special Assessment liens on the Released Property, including but not limited to that referenced in Official Records Book 6162, Page 1961, of the public records of Osceola County, Florida, are hereby released. The District’s Secretary is hereby directed to record a release of lien for the Released Property in the form attached hereto as **Exhibit D** in the Official Records of Osceola County, Florida. The District Secretary is also authorized to provide the School Board of Osceola County, Florida with an estoppel letter to this effect.

SECTION 6. PARTIAL RELEASE OF TEMPORARY CONSTRUCTION

EASEMENT. The Board authorizes the release of the Released Property from the Temporary Construction Easement recorded on November 22, 2022, in Official Records Book 6318, Page 1260 of the public records of Osceola County, Florida. The District’s Secretary is hereby directed to record a partial termination and release of easement for the Released Property in the form attached hereto as **Exhibit E** in the Official Records of Osceola County, Florida.

SECTION 7. NO OPERATIONS AND MAINTENANCE ASSESSMENTS TO BE

LEVIED. No operations and maintenance assessments will be levied by the District on the Released Property while it is either owned by a government entity or subject to a drainage easement in favor of a governmental entity.

SECTION 8. ADDITIONAL ACTIONS.

The Chairman, Vice Chairman and District staff are hereby authorized to take additional actions and deliver additional documents as are appropriate to facilitate the transfer of the Property to the School Board of Osceola County, Florida.

SECTION 9. SEVERABILITY.

If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon

the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 3rd day of August, 2023.

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair / Vice Chair, Board of Supervisors

- Exhibit A:** Legal Description of Released Property
- Exhibit B:** First Amendment to Collateral Assignment
- Exhibit C:** First Amendment to True Up Agreement
- Exhibit D:** Notice of Release of Lien of Master Assessments
- Exhibit E:** Partial Release of Construction Easement

Exhibit A
Legal Description of Released Property

PARCEL A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 1,320.21 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°38'05" EAST, A DISTANCE OF 110.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°38'05" EAST, A DISTANCE OF 878.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE RUN NORTH 00°17'07" WEST, ALONG SAID LINE, A DISTANCE OF 280.60 FEET; THENCE RUN NORTH 89°45'24" EAST, A DISTANCE OF 280.62 FEET TO A POINT 50.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY, ACCORDING TO THE PLAT OF EDGEWATER ED-4, AS RECORDED IN PLAT BOOK 32, PAGES 25-28; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 75.10 FEET TO A POINT OF CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,317.50 FEET, A CHORD BEARING OF SOUTH 27°14'07" EAST, AND A CHORD DISTANCE OF 1,191.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°44'39", A DISTANCE OF 1,235.83 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF SOUTH 63°51'57" WEST, AND A CHORD DISTANCE OF 1,714.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°15'37", A DISTANCE OF 1,777.79 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'16" WEST, AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 902.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,043.50, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 64.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'07", A DISTANCE OF 64.99 FEET; THENCE RUN NORTH 03°04'22" WEST, A DISTANCE OF 122.45 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 924.72, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 59.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°41'29", A DISTANCE OF 59.57 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 447.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.068 ACRES, +/-

AND

PARCEL B

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTION OF LOT 96 OF SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AND A PORTION OF LOTS 54, 59, 70, 71, 72, 73, 74, 88, 89, 90, 104 AND 105 SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 2,912.20 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°30'15" EAST, A DISTANCE OF 18.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'15" EAST, A DISTANCE OF 82.00 FEET; THENCE RUN SOUTH 00°29'45" WEST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 44°30'16" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN SOUTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF NORTH 63°07'00" EAST AND A CHORD DISTANCE OF 1,759.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°45'29", A DISTANCE OF 1,827.79 FEET TO A POINT ON THE CUSP OF A CURVE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE BEING THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY OF EDGEWATER ED-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 25-28 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND HAVING A RADIUS OF 1,267.50 FEET, A CHORD BEARING OF SOUTH 56°50'50" EAST AND A CHORD DISTANCE OF 120.12 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'54", A DISTANCE OF 120.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 2,032.50 FEET, A CHORD BEARING OF SOUTH 63°02'25" WEST AND A CHORD DISTANCE OF 1,874.20 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°54'39", A DISTANCE OF 1,947.90 FEET; THENCE RUN NORTH 89°30'15" EAST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 45°29'45" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,570.77 FEET, A CHORD BEARING OF SOUTH 10°54'53" EAST AND A CHORD DISTANCE OF 691.92 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°26'50", A DISTANCE OF 697.64 FEET; THENCE RUN NORTH 68°52'17" EAST, A DISTANCE OF 266.71 FEET; THENCE RUN SOUTH 89°45'19" EAST, A DISTANCE OF 576.00 FEET; THENCE RUN NORTH 00°10'21" EAST, A DISTANCE OF 14.73 FEET; THENCE RUN SOUTH 89°49'39" EAST, A DISTANCE OF 219.84 FEET; THENCE RUN SOUTH 00°17'29" EAST, A DISTANCE OF 299.69 FEET; THENCE RUN NORTH 89°47'22" WEST, A DISTANCE OF 642.50 FEET; THENCE RUN SOUTH 00°18'02" EAST, A DISTANCE OF 345.82 FEET; THENCE RUN NORTH 43°23'38" WEST, A DISTANCE OF 180.93 FEET; THENCE RUN SOUTH 48°49'44" WEST, A DISTANCE OF 107.59 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,647.00 FEET, A CHORD BEARING OF SOUTH 45°04'48" EAST AND A CHORD DISTANCE OF 179.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°15'20", A DISTANCE OF 179.82 FEET; THENCE RUN SOUTH 24°09'57" WEST, A DISTANCE OF 32.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD

BEARING OF SOUTH 30°32'09" WEST AND A CHORD DISTANCE OF 17.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°13'48", A DISTANCE OF 17.65 FEET; THENCE RUN SOUTH 41°12'47" WEST, A DISTANCE OF 21.49 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 48.00 FEET, A CHORD BEARING OF SOUTH 68°03'55" WEST AND A CHORD DISTANCE OF 36.03 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°05'04", A DISTANCE OF 36.93 FEET; THENCE RUN NORTH 89°53'39" WEST, A DISTANCE OF 312.50 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 49°59'14" WEST AND A CHORD DISTANCE OF 64.15 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°48'51", A DISTANCE OF 69.65 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 1,954.73 FEET, A CHORD BEARING OF NORTH 17°33'50" WEST AND A CHORD DISTANCE OF 509.27 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°58'12", A DISTANCE OF 510.72 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 20°34'21" EAST AND A CHORD DISTANCE OF 71.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°14'25", A DISTANCE OF 79.62 FEET; THENCE RUN NORTH 66°11'33" EAST, A DISTANCE OF 52.62 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 115.65 FEET, A CHORD BEARING OF NORTH 76°44'30" EAST AND A CHORD DISTANCE OF 30.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°23'50", A DISTANCE OF 31.08 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 145.21 FEET, A CHORD BEARING OF NORTH 79°40'25" EAST AND A CHORD DISTANCE OF 30.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'43", A DISTANCE OF 30.53 FEET; THENCE RUN NORTH 72°30'28" EAST, A DISTANCE OF 58.20 FEET TO A POINT ON THE CUSP OF A CURVE, CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 1,649.90 FEET, A CHORD BEARING OF NORTH 10°51'06" WEST AND A CHORD DISTANCE OF 730.51 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°34'49", A DISTANCE OF 736.62 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'15" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 11.00 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 113.50 FEET; THENCE RUN SOUTH 89°30'15" EAST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 45°29'45" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.316 ACRES, +/-

Exhibit B
First Amendment to Collateral Assignment

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

(This space reserved for Clerk)

Michael C. Eckert, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

FIRST AMENDMENT TO COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS AGREEMENT (Series 2022 Bonds – Assessment Area Two)

This First Amendment (“**First Amendment**”) is made and entered into this ___ day of _____, 2023, by and between:

EDGEWATER PROPERTY HOLDINGS, LLC, a Delaware limited liability company, doing business in Florida as **Edgewater Property Florida Holdings, LLC**, and a landowner and the developer within the District (“**Developer,**” or “**Assignor**”), and is in favor of

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (“**District,**” or “**Assignee**”).

RECITALS

WHEREAS, the District and Assignor entered into that certain *Collateral Assignment and Assumption of Development Rights Agreement (Series 2022 Bonds – Assessment Area Two)* dated February 24, 2022 (“**Original Agreement**”), recorded in Official Records Book 6162, Page 1933 of the Public Records of Osceola County, Florida; and

WHEREAS, the Original Agreement set forth the legal description of the lands on which the non-ad valorem assessments (“Series 2022 Assessments”), as described in the District’s *Second Supplemental Special Assessment Methodology Report for Assessment Area Two*, dated February 9, 2022, securing the Edgewater East Community Development District Special Assessment Revenue Bonds, Series 2022, are imposed; and

WHEREAS, pursuant to Section 12 of the Original Agreement, the District and Assignor desire to amend the Original Agreement for the purpose of clarifying the portion of the lands securing the Series 2022 Assessments; and

WHEREAS, the District and Assignor have the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Assignor, the receipt of which and sufficiency of which are hereby acknowledged, the District and Assignor agree as follows:

SECTION 1. The District and Assignor hereby agree that Exhibit A of the Original Agreement shall be amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

EDGEWATER AA2 LEGAL DESCRIPTION

(EDGEWATER PHASE ED-2)

LEGAL DESCRIPTION:

A PARCEL OF LAND, BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 55, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 55, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°38'28" WEST, A DISTANCE OF 970.25 FEET TO THE NORTHEAST CORNER OF LOT 108 OF SAID PLAT; THENCE RUN SOUTH 89°29'18" EAST, A DISTANCE OF 678.18 FEET TO THE SOUTHEAST CORNER OF LOT 100 OF SAID PLAT; THENCE RUN NORTH 00°36'41" WEST, A DISTANCE OF 329.96 FEET TO THE NORTHEAST CORNER OF LOT 100 OF SAID PLAT; THENCE RUN SOUTH 89°31'28" EAST, A DISTANCE OF 643.27 FEET TO THE SOUTHEAST CORNER OF LOT 94 OF SAID PLAT; THENCE RUN NORTH 00°34'45" WEST, A DISTANCE OF 1001.53 FEET TO THE NORTHEAST CORNER OF LOT 78 OF SAID PLAT; THENCE RUN NORTH 75°28'58" WEST, A DISTANCE OF 1351.99 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 89°40'58" WEST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 874.08 FEET TO A POINT ON THE MEANDER LINE OF LAKE TOHOPEKALIGA, HEREAFTER CALLED POINT "A"; THENCE CONTINUE NORTH 89°40'58" WEST, TO THE ORDINARY HIGH WATER LINE OF LAKE TOHOPEKALIGA; THENCE RUN SOUTHWESTERLY, ALONG SAID ORDINARY HIGH WATER LINE TO A POINT LYING 20.00 FEET NORTH OF THE SOUTH LINE OF AFORESAID SECTION 17; THENCE RUN SOUTH 89°30'02" EAST, PARALLEL WITH AND 20.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 17 TO A POINT ON THE AFORESAID MEANDER LINE OF LAKE TOHOPEKALIGA, HEREAFTER CALLED POINT "B", SAID POINT "B" BEING LOCATED AT THE SOUTHERLY END OF THE AFORESAID MEANDER LINE, SAID MEANDER LINE RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES FROM AFORESAID POINT "A": (1) SOUTH 54°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 777.53 FEET; (2) THENCE RUN SOUTH 58°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 264.02 FEET; (3) THENCE RUN SOUTH 24°40'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 1188.07 FEET; (4) THENCE RUN SOUTH 10°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 954.03 FEET TO AFORESAID POINT "B", SAID POINT BEING ON THE SOUTH LINE OF LOT 121 OF AFORESAID PLAT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF CLAY WHALEY ROAD, A 40.00 FOOT WIDE PLATTED RIGHT OF WAY; THENCE RUN SOUTH 89°30'02" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2405.26

FEET TO THE POINT OF BEGINNING.

CONTAINING 157.28 ACRES, MORE OR LESS, AS MEASURED TO THE MEANDER LINE OF LAKE TOHOPEKALIGA.

TOGETHER WITH:

EDGEWATER ED-6 NORTH PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 21, 22, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA AND BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 9 AND A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 14 AND A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 15, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 7, OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 15, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, THENCE RUN SOUTH 89°54'14" EAST, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 250.10 FEET; THENCE RUN SOUTH 00°16'23" EAST, A DISTANCE OF 44.80 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 1070.22 FEET TO A POINT ON THE WEST LINE OF LOT 5, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN SOUTH 00°02'06" EAST, A DISTANCE OF 366.96 FEET TO THE SOUTHWEST CORNER OF THE NORTH 100.00 FEET OF LOT 12, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN SOUTH 89°54'07" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 460.85 FEET TO A POINT ON THE NORTHERLY LINE OF THE WPA DITCH, AS SHOWN IN PLAT BOOK 1, PAGE 270, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 57°33'43" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 215.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 5; THENCE RUN NORTH 00°01'33" WEST, ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 251.78 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 81.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 791.00 FEET, A CENTRAL ANGLE OF 37°05'34", A CHORD BEARING OF NORTH 71°29'31" EAST, AND A CHORD DISTANCE OF 503.19 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 512.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 698.18 FEET, A CENTRAL ANGLE OF 37°03'57", A CHORD BEARING OF NORTH 71°28'43" EAST, AND A CHORD DISTANCE OF 443.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 451.67 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°59'19" EAST, A DISTANCE OF 486.05 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 380.86 FEET; THENCE RUN NORTH 71°59'52" EAST, A DISTANCE OF 553.26 FEET; THENCE RUN NORTH 16°45'54" WEST, A DISTANCE OF 27.01 FEET; THENCE RUN NORTH 73°14'06" EAST, A DISTANCE OF 1250.51 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA STATE TURNPIKE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 105, PAGE 364, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 07°25'37" EAST,

ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 867.13 FEET TO A POINT ON THE NORTH LINE OF LOT 121 OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°06'39" WEST, ALONG THE NORTH LINE OF SAID LOT AND THE EXTENSION THEREOF, A DISTANCE OF 635.02 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 22; THENCE RUN SOUTH 00°13'11" EAST, A DISTANCE OF 328.22 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE RUN SOUTH 89°05'39" EAST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 678.20 FEET TO THE WESTERLY LINE OF AFORESAID FLORIDA STATE TURNPIKE; THENCE RUN SOUTH 07°25'37" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2116.62 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, A DISTANCE OF 2,289.64 FEET TO A POINT OF CURVATURE OF CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 45°00'00" WEST, AND A CHORD DISTANCE OF 275.77 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 306.31 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 480.00 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 673.00 FEET; THENCE RUN NORTH 00°02'10" EAST, A DISTANCE OF 119.92 FEET; THENCE RUN NORTH 89°58'56" WEST, A DISTANCE OF 2,411.30 FEET TO A POINT ON THE WEST LINE OF LOT 71, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN NORTH 00°03'46" WEST, A DISTANCE OF 2649.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 334.07 ACRES, MORE OR LESS.

TOGETHER WITH:

EDGEWATER PHASE ED-5

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA AND BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 15, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°40'05" WEST, A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD; THENCE RUN SOUTH 00°20'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 45.37 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1817.89 FEET, A CENTRAL ANGLE OF 30°31'59", A CHORD BEARING OF NORTH 73°50'56" WEST AND A CHORD DISTANCE OF 957.33 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 968.75 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 591.00 FEET, A CENTRAL ANGLE OF 16°50'36", A CHORD BEARING OF NORTH 47°02'18" EAST AND A CHORD DISTANCE OF 173.11 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 173.74 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 38°37'00" EAST, A DISTANCE OF 156.33 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1267.50 FEET, A CENTRAL ANGLE OF 58°32'42", A CHORD BEARING OF NORTH 29°38'08"

WEST AND A CHORD DISTANCE OF 1239.52 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1295.13 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°21'47" WEST, A DISTANCE OF 919.43 FEET; THENCE RUN SOUTH 89°38'13" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 40°41'10" WEST, A DISTANCE OF 93.73 FEET; THENCE RUN NORTH 89°36'17" WEST, A DISTANCE OF 219.34 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°17'07" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1198.70 FEET TO A POINT ON THE NORTH LINE OF LOT 39 OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 89°37'37" WEST, ALONG THE NORTH LINE OF SAID LOT 39 AND 40 AND THE EXTENSION THEREOF, A DISTANCE OF 988.46 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21; THENCE RUN SOUTH 00°15'17" EAST, ALONG SAID WEST LINE, A DISTANCE OF 3304.79 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 105 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN SOUTH 89°50'42" EAST, A DISTANCE OF 660.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 105; THENCE RUN SOUTH 00°16'23" EAST, A DISTANCE OF 390.00 FEET TO THE NORTHWEST CORNER OF WELL SITE 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3957, PAGE 2450, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°54'14" EAST, A DISTANCE OF 250.02 FEET TO THE NORTHEAST CORNER OF SAID WELL SITE 1; THENCE RUN SOUTH 00°16'23" EAST, ALONG THE EAST LINE OF SAID WELL SITE 1 AND THE EXTENSION THEREOF, A DISTANCE OF 334.82 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 1070.22 FEET; THENCE RUN NORTH 00°02'06" WEST, A DISTANCE OF 63.72 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°18'35" WEST, A DISTANCE OF 329.33 FEET TO THE NORTHWEST CORNER OF LOT 124, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN SOUTH 89°52'28" EAST, A DISTANCE OF 642.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 124; THENCE RUN SOUTH 00°19'41" EAST, ALONG THE EAST LINE OF SAID LOT 124 AND THE EXTENSION THEREOF, A DISTANCE OF 329.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 21; THENCE RUN SOUTH 00°01'33" EAST, A DISTANCE OF 63.08 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 81.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 791.00 FEET, A CENTRAL ANGLE OF 37°05'34", A CHORD BEARING OF NORTH 71°29'31" EAST, AND A CHORD DISTANCE OF 503.19 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 512.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 698.18 FEET, A CENTRAL ANGLE OF 37°03'57", A CHORD BEARING OF NORTH 71°28'43" EAST, AND A CHORD DISTANCE OF 443.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 451.67 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°59'19" EAST, A DISTANCE OF 486.05 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 480.92 FEET; THENCE RUN SOUTH 89°59'52" WEST, A DISTANCE OF 130.00 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 989.04 FEET; THENCE RUN NORTH 89°55'36" WEST, A DISTANCE OF 237.10 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 891.85 FEET, A CENTRAL ANGLE OF 67°22'22", A CHORD BEARING OF NORTH 29°47'23" WEST, AND A CHORD DISTANCE OF 989.32 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1048.71 FEET; THENCE RUN NORTH 27°32'13" EAST, A DISTANCE OF 246.97 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1132.50 FEET, A CENTRAL ANGLE OF 27°14'34", A CHORD BEARING OF NORTH 76°22'43" WEST, AND A CHORD DISTANCE OF 533.42 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 538.48 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 212.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD; THENCE RUN SOUTH 00°20'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 278.98 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE EXISTING

PLATTED RIGHT OF WAY FOR KISSIMMEE PARK ROAD.

LESS AND EXCEPT LOTS 75, 76, 77, 84, 85, 86, 91, 92, 93, 100, 101, 102, 103, 109, 110, 115, 116, AND THE SOUTH 250.00 FEET OF THE EAST 250.00 FEET OF LOT 87, OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST AND PORTIONS OF THE PLATTED RIGHT OF WAYS ADJACENT TO SAID LOTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 77, THENCE RUN SOUTH 00°18'04" EAST, A DISTANCE OF 1315.19 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 110; THENCE RUN SOUTH 89°54'02" EAST, A DISTANCE OF 642.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 110; THENCE RUN SOUTH 00°16'26" EAST, A DISTANCE OF 328.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 110; THENCE RUN SOUTH 89°55'03" EAST, A DISTANCE OF 17.50 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN SOUTH 00°16'26" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 328.61 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF AFORESAID LOT 115; THENCE RUN NORTH 89°56'02" WEST, A DISTANCE OF 1302.46 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 116; THENCE RUN NORTH 00°19'41" WEST, A DISTANCE OF 657.95 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 109; THENCE RUN NORTH 89°48'56" WEST, A DISTANCE OF 1997.35 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 103; THENCE RUN NORTH 00°16'23" WEST, A DISTANCE OF 330.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 103; THENCE RUN SOUTH 89°47'10" EAST ALONG THE NORTH LINE OF SAID LOT 103 AND THE EXTENSION THEREOF, A DISTANCE OF 659.85 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN NORTH 00°17'29" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 329.66 FEET; THENCE RUN NORTH 89°46'33" WEST, A DISTANCE OF 267.51 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 250.00 FEET OF THE WEST 250.00 FEET OF AFORESAID LOT 87; THENCE RUN NORTH 00°17'29" WEST, A DISTANCE OF 250.01 FEET TO THE NORTHWEST CORNER OF THE SOUTH 250.00 FEET OF THE WEST 250.00 FEET OF SAID LOT 87; THENCE RUN SOUTH 89°46'33" EAST, A DISTANCE OF 267.51 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN NORTH 00°17'29" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 409.33 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF AFORESAID LOTS 75 & 76; THENCE RUN SOUTH 89°41'51" EAST, ALONG SAID LINE, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 1319.08 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN SOUTH 89°50'01" EAST, A DISTANCE OF 660.92 FEET TO THE POINT OF BEGINNING.

NET AREA OF EDGEWATER PHASE ED-5 CONTAINING 191.48 ACRES, MORE OR LESS.

~~TOTAL AREA OF EDGEWATER AA2 CONTAINING 682.83 ACRES, MORE OR LESS.~~

LESS AND EXCEPT THE FOLLOWING:

PARCEL A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 1,320.21 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°38'05" EAST, A DISTANCE OF 110.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°38'05" EAST, A DISTANCE OF 878.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE RUN NORTH 00°17'07" WEST, ALONG SAID LINE, A DISTANCE OF 280.60 FEET; THENCE RUN NORTH 89°45'24" EAST, A DISTANCE OF 280.62 FEET TO A POINT 50.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY, ACCORDING TO THE PLAT OF EDGEWATER ED-4, AS RECORDED IN PLAT BOOK 32, PAGES 25-28; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 75.10 FEET TO A POINT OF CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,317.50 FEET, A CHORD BEARING OF SOUTH 27°14'07" EAST, AND A CHORD DISTANCE OF 1,191.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°44'39", A DISTANCE OF 1,235.83 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF SOUTH 63°51'57" WEST, AND A CHORD DISTANCE OF 1,714.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°15'37", A DISTANCE OF 1,777.79 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'16" WEST, AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 902.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,043.50, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 64.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'07", A DISTANCE OF 64.99 FEET; THENCE RUN NORTH 03°04'22" WEST, A DISTANCE OF 122.45 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 924.72, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 59.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°41'29", A DISTANCE OF 59.57 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 447.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.068 ACRES, +/-

AND

PARCEL B

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTION OF LOT 96 OF SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AND A PORTION OF LOTS 54, 59, 70, 71, 72, 73, 74, 88, 89, 90, 104 AND 105 SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 2,912.20 FEET; THENCE DEPARTING SAID WEST

LINE, RUN THENCE SOUTH 89°30'15" EAST, A DISTANCE OF 18.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'15" EAST, A DISTANCE OF 82.00 FEET; THENCE RUN SOUTH 00°29'45" WEST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 44°30'16" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN SOUTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF NORTH 63°07'00" EAST AND A CHORD DISTANCE OF 1,759.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°45'29", A DISTANCE OF 1,827.79 FEET TO A POINT ON THE CUSP OF A CURVE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE BEING THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY OF EDGEWATER ED-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 25-28 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND HAVING A RADIUS OF 1,267.50 FEET, A CHORD BEARING OF SOUTH 56°50'50" EAST AND A CHORD DISTANCE OF 120.12 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'54", A DISTANCE OF 120.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 2,032.50 FEET, A CHORD BEARING OF SOUTH 63°02'25" WEST AND A CHORD DISTANCE OF 1,874.20 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°54'39", A DISTANCE OF 1,947.90 FEET; THENCE RUN NORTH 89°30'15" EAST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 45°29'45" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,570.77 FEET, A CHORD BEARING OF SOUTH 10°54'53" EAST AND A CHORD DISTANCE OF 691.92 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°26'50", A DISTANCE OF 697.64 FEET; THENCE RUN NORTH 68°52'17" EAST, A DISTANCE OF 266.71 FEET; THENCE RUN SOUTH 89°45'19" EAST, A DISTANCE OF 576.00 FEET; THENCE RUN NORTH 00°10'21" EAST, A DISTANCE OF 14.73 FEET; THENCE RUN SOUTH 89°49'39" EAST, A DISTANCE OF 219.84 FEET; THENCE RUN SOUTH 00°17'29" EAST, A DISTANCE OF 299.69 FEET; THENCE RUN NORTH 89°47'22" WEST, A DISTANCE OF 642.50 FEET; THENCE RUN SOUTH 00°18'02" EAST, A DISTANCE OF 345.82 FEET; THENCE RUN NORTH 43°23'38" WEST, A DISTANCE OF 180.93 FEET; THENCE RUN SOUTH 48°49'44" WEST, A DISTANCE OF 107.59 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,647.00 FEET, A CHORD BEARING OF SOUTH 45°04'48" EAST AND A CHORD DISTANCE OF 179.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°15'20", A DISTANCE OF 179.82 FEET; THENCE RUN SOUTH 24°09'57" WEST, A DISTANCE OF 32.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 30°32'09" WEST AND A CHORD DISTANCE OF 17.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°13'48", A DISTANCE OF 17.65 FEET; THENCE RUN SOUTH 41°12'47" WEST, A DISTANCE OF 21.49 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 48.00 FEET, A CHORD BEARING OF SOUTH 68°03'55" WEST AND A CHORD DISTANCE OF 36.03 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°05'04", A DISTANCE OF 36.93 FEET; THENCE RUN NORTH 89°53'39" WEST, A DISTANCE OF 312.50 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 49°59'14" WEST AND A CHORD DISTANCE OF 64.15 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°48'51", A DISTANCE OF 69.65 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 1,954.73 FEET, A CHORD BEARING OF NORTH 17°33'50" WEST AND A CHORD DISTANCE OF 509.27 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°58'12", A DISTANCE OF 510.72 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH

20°34'21" EAST AND A CHORD DISTANCE OF 71.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°14'25", A DISTANCE OF 79.62 FEET; THENCE RUN NORTH 66°11'33" EAST, A DISTANCE OF 52.62 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 115.65 FEET, A CHORD BEARING OF NORTH 76°44'30" EAST AND A CHORD DISTANCE OF 30.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°23'50", A DISTANCE OF 31.08 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 145.21 FEET, A CHORD BEARING OF NORTH 79°40'25" EAST AND A CHORD DISTANCE OF 30.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'43", A DISTANCE OF 30.53 FEET; THENCE RUN NORTH 72°30'28" EAST, A DISTANCE OF 58.20 FEET TO A POINT ON THE CUSP OF A CURVE, CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 1,649.90 FEET, A CHORD BEARING OF NORTH 10°51'06" WEST AND A CHORD DISTANCE OF 730.51 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°34'49", A DISTANCE OF 736.62 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'15" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 11.00 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 113.50 FEET; THENCE RUN SOUTH 89°30'15" EAST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 45°29'45" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.316 ACRES, +/-

TOTAL AREA OF EDGEWATER AA2 CONTAINING 612.446 ACRES, MORE OR LESS.

SECTION 2. The Original Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Any capitalized terms not specifically defined herein shall have the meaning set forth in the Original Agreement. Except as described in Sections 1 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Original Agreement. All of the remaining provisions remain in full effect and fully enforceable.

[Continued on following page]

IN WITNESS WHEREOF, the parties execute this First Amendment the day and year first written above.

ATTEST:

ASSIGNOR (Developer):

**EDGEWATER PROPERTY HOLDINGS, LLC, a
Delaware limited liability company d/b/a
Edgewater Property Florida Holdings, LLC**

Witness Name: _____

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

Witness Name: _____

By: _____
Name: Jordan Socaransky
Title: Vice President

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Marc Porosoff, as Vice President and Secretary of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, on behalf of the entity, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Jordan Socaransky, as Vice President of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, on behalf of the entity, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice Chairman

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Kevin Mays, as Vice Chairman of the Board of Supervisors of the Edgewater East Community Development District, for and on behalf of the District, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

APPROVAL BY TRUSTEE:

As required by section 12 of the Original Agreement, the bond trustee for the Edgewater East Community Development District Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two), hereby approves this First Amendment to the Original Agreement.

US BANK NATIONAL ASSOCIATION

Printed Name: _____
Title: _____
Date: _____

Exhibit C
First Amendment to True Up Agreement

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

(This space reserved for Clerk)

Michael C. Eckert, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**FIRST AMENDMENT TO AGREEMENT REGARDING THE TRUE-UP AND
PAYMENT OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT REVENUE
BONDS (ASSESSMENT AREA TWO– 2022 BONDS)**

This First Amendment (“**First Amendment**”) is made and entered into this ____ day of _____, 2023, by and between:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (“**District**”), and

EDGEWATER PROPERTY HOLDINGS, LLC, a Delaware limited liability company, doing business in Florida as **Edgewater Property Florida Holdings, LLC**, and a landowner and the developer within the District (“**Landowner**”).

RECITALS

WHEREAS, the District and Landowner previously entered into an *Agreement Regarding the True-Up and Payment of Special Assessment Revenue bonds (Assessment Area Two – 2022 Bonds)* dated February 24, 2022 (“**True-Up Agreement**”); and

WHEREAS, the True-Up Agreement set forth the legal description of the lands on which the non-ad valorem assessments (“Series 2022 Assessments”) securing the Edgewater East Community Development District Special Assessment Revenue Bonds, Series 2022, are imposed; and

WHEREAS, pursuant to Section 9 of the True-Up Agreement, the District and Assignor desire to amend the True-Up Agreement for the purpose of modifying the legal description of the lands securing the Series 2022 Assessments; and

WHEREAS, the District and Assignor have the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference, and for other good and valuable

consideration, the receipt and sufficiency of which are acknowledged, the Landowner and the District agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

SECTION 2. MODIFICATION OF LEGAL DESCRIPTION OF THE ASSESSMENT AREA TWO LANDS. Exhibit A of the Original Agreement shall be amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

EDGEWATER AA2 LEGAL DESCRIPTION

(EDGEWATER PHASE ED-2)

LEGAL DESCRIPTION:

A PARCEL OF LAND, BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 55, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 55, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°38'28" WEST, A DISTANCE OF 970.25 FEET TO THE NORTHEAST CORNER OF LOT 108 OF SAID PLAT; THENCE RUN SOUTH 89°29'18" EAST, A DISTANCE OF 678.18 FEET TO THE SOUTHEAST CORNER OF LOT 100 OF SAID PLAT; THENCE RUN NORTH 00°36'41" WEST, A DISTANCE OF 329.96 FEET TO THE NORTHEAST CORNER OF LOT 100 OF SAID PLAT; THENCE RUN SOUTH 89°31'28" EAST, A DISTANCE OF 643.27 FEET TO THE SOUTHEAST CORNER OF LOT 94 OF SAID PLAT; THENCE RUN NORTH 00°34'45" WEST, A DISTANCE OF 1001.53 FEET TO THE NORTHEAST CORNER OF LOT 78 OF SAID PLAT; THENCE RUN NORTH 75°28'58" WEST, A DISTANCE OF 1351.99 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 89°40'58" WEST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 874.08 FEET TO A POINT ON THE MEANDER LINE OF LAKE TOHOPEKALIGA, HEREAFTER CALLED POINT "A"; THENCE CONTINUE NORTH 89°40'58" WEST, TO THE ORDINARY HIGH WATER LINE OF LAKE TOHOPEKALIGA; THENCE RUN SOUTHWESTERLY, ALONG SAID ORDINARY HIGH WATER LINE TO A POINT LYING 20.00 FEET NORTH OF THE SOUTH LINE OF AFORESAID SECTION 17; THENCE RUN SOUTH 89°30'02" EAST, PARALLEL WITH AND 20.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 17 TO A POINT ON THE AFORESAID MEANDER LINE OF LAKE TOHOPEKALIGA, HEREAFTER CALLED POINT "B", SAID POINT "B" BEING LOCATED AT THE SOUTHERLY END OF THE AFORESAID MEANDER LINE, SAID MEANDER LINE RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES FROM AFORESAID POINT "A": (1) SOUTH 54°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 777.53 FEET; (2) THENCE RUN SOUTH 58°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 264.02 FEET; (3) THENCE RUN SOUTH 24°40'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 1188.07 FEET; (4) THENCE RUN SOUTH 10°10'23" WEST, ALONG SAID MEANDER LINE, A DISTANCE OF 954.03 FEET TO AFORESAID POINT "B", SAID POINT BEING ON THE SOUTH LINE OF LOT 121 OF AFORESAID PLAT, SAID POINT ALSO BEING ON THE

NORTH RIGHT OF WAY LINE OF CLAY WHALEY ROAD, A 40.00 FOOT WIDE PLATTED RIGHT OF WAY; THENCE RUN SOUTH 89°30'02" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2405.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 157.28 ACRES, MORE OR LESS, AS MEASURED TO THE MEANDER LINE OF LAKE TOHOPEKALIGA.

TOGETHER WITH:

EDGEWATER ED-6 NORTH PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 21, 22, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA AND BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 9 AND A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 14 AND A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 15, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 7, OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 15, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, THENCE RUN SOUTH 89°54'14" EAST, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 250.10 FEET; THENCE RUN SOUTH 00°16'23" EAST, A DISTANCE OF 44.80 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 1070.22 FEET TO A POINT ON THE WEST LINE OF LOT 5, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN SOUTH 00°02'06" EAST, A DISTANCE OF 366.96 FEET TO THE SOUTHWEST CORNER OF THE NORTH 100.00 FEET OF LOT 12, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN SOUTH 89°54'07" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 460.85 FEET TO A POINT ON THE NORTHERLY LINE OF THE WPA DITCH, AS SHOWN IN PLAT BOOK 1, PAGE 270, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 57°33'43" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 215.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 5; THENCE RUN NORTH 00°01'33" WEST, ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 251.78 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 81.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 791.00 FEET, A CENTRAL ANGLE OF 37°05'34", A CHORD BEARING OF NORTH 71°29'31" EAST, AND A CHORD DISTANCE OF 503.19 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 512.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 698.18 FEET, A CENTRAL ANGLE OF 37°03'57", A CHORD BEARING OF NORTH 71°28'43" EAST, AND A CHORD DISTANCE OF 443.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 451.67 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°59'19" EAST, A DISTANCE OF 486.05 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 380.86 FEET; THENCE RUN NORTH 71°59'52" EAST, A DISTANCE OF 553.26 FEET; THENCE RUN NORTH 16°45'54" WEST, A DISTANCE OF 27.01 FEET; THENCE RUN NORTH 73°14'06" EAST, A DISTANCE OF 1250.51 FEET TO A POINT ON THE WESTERLY

RIGHT OF WAY LINE OF THE FLORIDA STATE TURNPIKE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 105, PAGE 364, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 07°25'37" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 867.13 FEET TO A POINT ON THE NORTH LINE OF LOT 121 OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°06'39" WEST, ALONG THE NORTH LINE OF SAID LOT AND THE EXTENSION THEREOF, A DISTANCE OF 635.02 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 22; THENCE RUN SOUTH 00°13'11" EAST, A DISTANCE OF 328.22 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE RUN SOUTH 89°05'39" EAST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 678.20 FEET TO THE WESTERLY LINE OF AFORESAID FLORIDA STATE TURNPIKE; THENCE RUN SOUTH 07°25'37" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2116.62 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, A DISTANCE OF 2,289.64 FEET TO A POINT OF CURVATURE OF CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 45°00'00" WEST, AND A CHORD DISTANCE OF 275.77 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 306.31 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 480.00 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 673.00 FEET; THENCE RUN NORTH 00°02'10" EAST, A DISTANCE OF 119.92 FEET; THENCE RUN NORTH 89°58'56" WEST, A DISTANCE OF 2,411.30 FEET TO A POINT ON THE WEST LINE OF LOT 71, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28; THENCE RUN NORTH 00°03'46" WEST, A DISTANCE OF 2649.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 334.07 ACRES, MORE OR LESS.

TOGETHER WITH:

EDGEWATER PHASE ED-5

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA AND BEING A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AS RECORDED IN PLAT BOOK B, PAGE 15, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°40'05" WEST, A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD; THENCE RUN SOUTH 00°20'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 45.37 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1817.89 FEET, A CENTRAL ANGLE OF 30°31'59", A CHORD BEARING OF NORTH 73°50'56" WEST AND A CHORD DISTANCE OF 957.33 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 968.75 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 591.00 FEET, A CENTRAL ANGLE OF 16°50'36", A CHORD BEARING OF NORTH 47°02'18" EAST AND A CHORD DISTANCE OF 173.11 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 173.74 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 38°37'00" EAST, A DISTANCE OF 156.33

FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1267.50 FEET, A CENTRAL ANGLE OF 58°32'42", A CHORD BEARING OF NORTH 29°38'08" WEST AND A CHORD DISTANCE OF 1239.52 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1295.13 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°21'47" WEST, A DISTANCE OF 919.43 FEET; THENCE RUN SOUTH 89°38'13" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 40°41'10" WEST, A DISTANCE OF 93.73 FEET; THENCE RUN NORTH 89°36'17" WEST, A DISTANCE OF 219.34 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°17'07" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1198.70 FEET TO A POINT ON THE NORTH LINE OF LOT 39 OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 89°37'37" WEST, ALONG THE NORTH LINE OF SAID LOT 39 AND 40 AND THE EXTENSION THEREOF, A DISTANCE OF 988.46 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21; THENCE RUN SOUTH 00°15'17" EAST, ALONG SAID WEST LINE, A DISTANCE OF 3304.79 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 105 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN SOUTH 89°50'42" EAST, A DISTANCE OF 660.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 105; THENCE RUN SOUTH 00°16'23" EAST, A DISTANCE OF 390.00 FEET TO THE NORTHWEST CORNER OF WELL SITE 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3957, PAGE 2450, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89°54'14" EAST, A DISTANCE OF 250.02 FEET TO THE NORTHEAST CORNER OF SAID WELL SITE 1; THENCE RUN SOUTH 00°16'23" EAST, ALONG THE EAST LINE OF SAID WELL SITE 1 AND THE EXTENSION THEREOF, A DISTANCE OF 334.82 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 1070.22 FEET; THENCE RUN NORTH 00°02'06" WEST, A DISTANCE OF 63.72 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°18'35" WEST, A DISTANCE OF 329.33 FEET TO THE NORTHWEST CORNER OF LOT 124, OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN SOUTH 89°52'28" EAST, A DISTANCE OF 642.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 124; THENCE RUN SOUTH 00°19'41" EAST, ALONG THE EAST LINE OF SAID LOT 124 AND THE EXTENSION THEREOF, A DISTANCE OF 329.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 21; THENCE RUN SOUTH 00°01'33" EAST, A DISTANCE OF 63.08 FEET; THENCE RUN SOUTH 89°57'41" EAST, A DISTANCE OF 81.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 791.00 FEET, A CENTRAL ANGLE OF 37°05'34", A CHORD BEARING OF NORTH 71°29'31" EAST, AND A CHORD DISTANCE OF 503.19 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 512.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 698.18 FEET, A CENTRAL ANGLE OF 37°03'57", A CHORD BEARING OF NORTH 71°28'43" EAST, AND A CHORD DISTANCE OF 443.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 451.67 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°59'19" EAST, A DISTANCE OF 486.05 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 480.92 FEET; THENCE RUN SOUTH 89°59'52" WEST, A DISTANCE OF 130.00 FEET; THENCE RUN NORTH 00°16'26" WEST, A DISTANCE OF 989.04 FEET; THENCE RUN NORTH 89°55'36" WEST, A DISTANCE OF 237.10 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 891.85 FEET, A CENTRAL ANGLE OF 67°22'22", A CHORD BEARING OF NORTH 29°47'23" WEST, AND A CHORD DISTANCE OF 989.32 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1048.71 FEET; THENCE RUN NORTH 27°32'13" EAST, A DISTANCE OF 246.97 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1132.50 FEET, A CENTRAL ANGLE OF 27°14'34", A CHORD BEARING OF NORTH 76°22'43" WEST, AND A CHORD DISTANCE OF 533.42 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 538.48 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 212.84 FEET TO A POINT ON THE WEST

RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD; THENCE RUN SOUTH 00°20'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 278.98 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE EXISTING PLATTED RIGHT OF WAY FOR KISSIMMEE PARK ROAD.

LESS AND EXCEPT LOTS 75, 76, 77, 84, 85, 86, 91, 92, 93, 100, 101, 102, 103, 109, 110, 115, 116, AND THE SOUTH 250.00 FEET OF THE EAST 250.00 FEET OF LOT 87, OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST AND PORTIONS OF THE PLATTED RIGHT OF WAYS ADJACENT TO SAID LOTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 77, THENCE RUN SOUTH 00°18'04" EAST, A DISTANCE OF 1315.19 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 110; THENCE RUN SOUTH 89°54'02" EAST, A DISTANCE OF 642.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 110; THENCE RUN SOUTH 00°16'26" EAST, A DISTANCE OF 328.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 110; THENCE RUN SOUTH 89°55'03" EAST, A DISTANCE OF 17.50 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN SOUTH 00°16'26" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 328.61 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF AFORESAID LOT 115; THENCE RUN NORTH 89°56'02" WEST, A DISTANCE OF 1302.46 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 116; THENCE RUN NORTH 00°19'41" WEST, A DISTANCE OF 657.95 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 109; THENCE RUN NORTH 89°48'56" WEST, A DISTANCE OF 1997.35 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 103; THENCE RUN NORTH 00°16'23" WEST, A DISTANCE OF 330.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 103; THENCE RUN SOUTH 89°47'10" EAST ALONG THE NORTH LINE OF SAID LOT 103 AND THE EXTENSION THEREOF, A DISTANCE OF 659.85 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN NORTH 00°17'29" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 329.66 FEET; THENCE RUN NORTH 89°46'33" WEST, A DISTANCE OF 267.51 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 250.00 FEET OF THE WEST 250.00 FEET OF AFORESAID LOT 87; THENCE RUN NORTH 00°17'29" WEST, A DISTANCE OF 250.01 FEET TO THE NORTHWEST CORNER OF THE SOUTH 250.00 FEET OF THE WEST 250.00 FEET OF SAID LOT 87; THENCE RUN SOUTH 89°46'33" EAST, A DISTANCE OF 267.51 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN NORTH 00°17'29" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 409.33 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF AFORESAID LOTS 75 & 76; THENCE RUN SOUTH 89°41'51" EAST, ALONG SAID LINE, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 1319.08 FEET TO A POINT ON THE CENTERLINE OF A 35.00 FOOT PLATTED RIGHT OF WAY; THENCE RUN SOUTH 89°50'01" EAST, A DISTANCE OF 660.92 FEET TO THE POINT OF BEGINNING.

NET AREA OF EDGEWATER PHASE ED-5 CONTAINING 191.48 ACRES, MORE OR LESS.

~~TOTAL AREA OF EDGEWATER AA2 CONTAINING 682.83 ACRES, MORE OR LESS.~~

LESS AND EXCEPT THE FOLLOWING:

PARCEL A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 1,320.21 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°38'05" EAST, A DISTANCE OF 110.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°38'05" EAST, A DISTANCE OF 878.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE RUN NORTH 00°17'07" WEST, ALONG SAID LINE, A DISTANCE OF 280.60 FEET; THENCE RUN NORTH 89°45'24" EAST, A DISTANCE OF 280.62 FEET TO A POINT 50.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY, ACCORDING TO THE PLAT OF EDGEWATER ED-4, AS RECORDED IN PLAT BOOK 32, PAGES 25-28; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 75.10 FEET TO A POINT OF CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,317.50 FEET, A CHORD BEARING OF SOUTH 27°14'07" EAST, AND A CHORD DISTANCE OF 1,191.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°44'39", A DISTANCE OF 1,235.83 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF SOUTH 63°51'57" WEST, AND A CHORD DISTANCE OF 1,714.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°15'37", A DISTANCE OF 1,777.79 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'16" WEST, AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 902.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,043.50, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 64.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'07", A DISTANCE OF 64.99 FEET; THENCE RUN NORTH 03°04'22" WEST, A DISTANCE OF 122.45 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 924.72, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 59.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°41'29", A DISTANCE OF 59.57 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 447.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.068 ACRES, +/-

AND

PARCEL B

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTION OF LOT 96 OF SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AND A PORTION OF LOTS 54, 59, 70, 71, 72, 73, 74, 88, 89, 90, 104 AND 105 SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 2,912.20 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°30'15" EAST, A DISTANCE OF 18.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'15" EAST, A DISTANCE OF 82.00 FEET; THENCE RUN SOUTH 00°29'45" WEST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 44°30'16" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN SOUTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF NORTH 63°07'00" EAST AND A CHORD DISTANCE OF 1,759.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°45'29", A DISTANCE OF 1,827.79 FEET TO A POINT ON THE CUSP OF A CURVE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE BEING THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY OF EDGEWATER ED-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 25-28 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND HAVING A RADIUS OF 1,267.50 FEET, A CHORD BEARING OF SOUTH 56°50'50" EAST AND A CHORD DISTANCE OF 120.12 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'54", A DISTANCE OF 120.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 2,032.50 FEET, A CHORD BEARING OF SOUTH 63°02'25" WEST AND A CHORD DISTANCE OF 1,874.20 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°54'39", A DISTANCE OF 1,947.90 FEET; THENCE RUN NORTH 89°30'15" EAST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 45°29'45" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,570.77 FEET, A CHORD BEARING OF SOUTH 10°54'53" EAST AND A CHORD DISTANCE OF 691.92 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°26'50", A DISTANCE OF 697.64 FEET; THENCE RUN NORTH 68°52'17" EAST, A DISTANCE OF 266.71 FEET; THENCE RUN SOUTH 89°45'19" EAST, A DISTANCE OF 576.00 FEET; THENCE RUN NORTH 00°10'21" EAST, A DISTANCE OF 14.73 FEET; THENCE RUN SOUTH 89°49'39" EAST, A DISTANCE OF 219.84 FEET; THENCE RUN SOUTH 00°17'29" EAST, A DISTANCE OF 299.69 FEET; THENCE RUN NORTH 89°47'22" WEST, A DISTANCE OF 642.50 FEET; THENCE RUN SOUTH 00°18'02" EAST, A DISTANCE OF 345.82 FEET; THENCE RUN NORTH 43°23'38" WEST, A DISTANCE OF 180.93 FEET; THENCE RUN SOUTH 48°49'44" WEST, A DISTANCE OF 107.59 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,647.00 FEET, A CHORD BEARING OF SOUTH 45°04'48" EAST AND A CHORD DISTANCE OF 179.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°15'20", A DISTANCE OF 179.82 FEET; THENCE RUN SOUTH 24°09'57" WEST, A DISTANCE OF 32.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 30°32'09" WEST AND A CHORD DISTANCE OF 17.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°13'48", A DISTANCE OF 17.65 FEET; THENCE RUN SOUTH 41°12'47" WEST, A DISTANCE OF 21.49 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 48.00 FEET, A CHORD BEARING OF SOUTH 68°03'55" WEST AND A CHORD DISTANCE OF 36.03 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°05'04", A DISTANCE OF 36.93 FEET; THENCE RUN NORTH 89°53'39" WEST, A DISTANCE OF 312.50 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 49°59'14" WEST AND A CHORD DISTANCE OF 64.15 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°48'51", A DISTANCE OF 69.65 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 1,954.73 FEET, A CHORD BEARING OF NORTH 17°33'50" WEST AND A CHORD DISTANCE OF 509.27 FEET; THENCE RUN ALONG THE

ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°58'12", A DISTANCE OF 510.72 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 20°34'21" EAST AND A CHORD DISTANCE OF 71.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°14'25", A DISTANCE OF 79.62 FEET; THENCE RUN NORTH 66°11'33" EAST, A DISTANCE OF 52.62 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 115.65 FEET, A CHORD BEARING OF NORTH 76°44'30" EAST AND A CHORD DISTANCE OF 30.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°23'50", A DISTANCE OF 31.08 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 145.21 FEET, A CHORD BEARING OF NORTH 79°40'25" EAST AND A CHORD DISTANCE OF 30.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'43", A DISTANCE OF 30.53 FEET; THENCE RUN NORTH 72°30'28" EAST, A DISTANCE OF 58.20 FEET TO A POINT ON THE CUSP OF A CURVE, CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 1,649.90 FEET, A CHORD BEARING OF NORTH 10°51'06" WEST AND A CHORD DISTANCE OF 730.51 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°34'49", A DISTANCE OF 736.62 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'15" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 11.00 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 113.50 FEET; THENCE RUN SOUTH 89°30'15" EAST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 45°29'45" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.316 ACRES, +/-

TOTAL AREA OF EDGEWATER AA2 CONTAINING 612.446 ACRES, MORE OR LESS.

SECTION 3. NO OTHER MODIFICATIONS. This First Amendment is intended to make only the amendment described in the above Section 2. All other provisions of the True-Up Agreement, as amended, shall remain in full force and effect.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all of the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

SECTION 5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this First Amendment shall not affect the validity or enforceability of the remaining portions of the True-Up Agreement, as amended by this First Amendment, or any part of this agreement not held to be invalid or unenforceable.

SECTION 6. COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment

pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this First Amendment the day and year first written above.

ATTEST:

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

Witness Name: _____

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

Witness Name: _____

By: _____
Name: Jordan Socaransky
Title: Vice President

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Marc Porosoff, as Vice President and Secretary of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, on behalf of the entity, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Jordan Socaransky, as Vice President of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, on behalf of the entity, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice Chairman

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Kevin Mays, as Vice Chairman of the Board of Supervisors of the Edgewater East Community Development District, for and on behalf of the District, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

Exhibit D

Notice of Release of Lien of Master Assessments

**This Instrument Prepared by
and return to:**

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

NOTICE OF RELEASE OF LIEN OF SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that before me, the undersigned authority, personally appeared Craig Wrathell, who, being duly sworn, states that he is the District Manager of the lienor herein, the Edgewater East Community Development District, a local unit of special purpose government (the “**District**”), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and who affirms that the District, has released the lands described in **Exhibit A** attached hereto (the “**Property**”) from the lien of the Special Assessments described in that certain Edgewater East Community Development District Notice of Series 2022 Special Assessments (Assessment Area Two) recorded March 2, 2022, as Official Records CFN# 2022034105, at Book 6162, Page 1961, of the Public Records of Osceola County, Florida.

Accordingly, and solely with respect to the Property described in **Exhibit A**, the District hereby terminates, releases and discharges that certain Edgewater East Community Development District Notice of Series 2022 Special Assessments (Assessment Area Two) recorded March 2, 2022, as Official Records CFN# 2022034105, at Book 6162, Page 1961, of the Public Records of Osceola County, Florida. This Release shall not impair or affect the lien of any assessment levied upon any lands within the District not included within the description of the Property.

[signature contained on following page]

EXECUTED this ___ day of _____, 2023.

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Craig Wrathell, District Manager
Edgewater East Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

STATE OF FLORIDA)

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Craig Wrathell, District Manager of the Edgewater East Community Development District, a special-purpose unit of local government created pursuant to and governed by Chapter 190, *Florida Statutes*, organized under the laws of the State of Florida, and he acknowledged before me that he executed the foregoing as such in the name and on behalf of the Edgewater East Community Development District. He is personally known to me or has produced _____ as identification and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this ___ day of _____, 2023.

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

EXHIBIT A

Parcel A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 1,320.21 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°38'05" EAST, A DISTANCE OF 110.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°38'05" EAST, A DISTANCE OF 878.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE RUN NORTH 00°17'07" WEST, ALONG SAID LINE, A DISTANCE OF 280.60 FEET; THENCE RUN NORTH 89°45'24" EAST, A DISTANCE OF 280.62 FEET TO A POINT 50.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY, ACCORDING TO THE PLAT OF EDGEWATER ED-4, AS RECORDED IN PLAT BOOK 32, PAGES 25-28; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 75.10 FEET TO A POINT OF CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,317.50 FEET, A CHORD BEARING OF SOUTH 27°14'07" EAST, AND A CHORD DISTANCE OF 1,191.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°44'39", A DISTANCE OF 1,235.83 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF SOUTH 63°51'57" WEST, AND A CHORD DISTANCE OF 1,714.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°15'37", A DISTANCE OF 1,777.79 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'16" WEST, AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 902.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,043.50, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 64.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'07", A DISTANCE OF 64.99 FEET; THENCE RUN NORTH 03°04'22" WEST, A DISTANCE OF 122.45 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 924.72, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 59.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°41'29", A DISTANCE OF 59.57 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 447.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.068 ACRES, +/-

AND

Parcel B

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTION OF LOT 96 OF SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AND A PORTION OF LOTS 54, 59, 70, 71, 72, 73, 74, 88, 89, 90, 104 AND 105 SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 2,912.20 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°30'15" EAST, A DISTANCE OF 18.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'15" EAST, A DISTANCE OF 82.00 FEET; THENCE RUN SOUTH 00°29'45" WEST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 44°30'16" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN SOUTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF NORTH 63°07'00" EAST AND A CHORD DISTANCE OF 1,759.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°45'29", A DISTANCE OF 1,827.79 FEET TO A POINT ON THE CUSP OF A CURVE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE BEING THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY OF EDGEWATER ED-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 25-28 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND HAVING A RADIUS OF 1,267.50 FEET, A CHORD BEARING OF SOUTH 56°50'50" EAST AND A CHORD DISTANCE OF 120.12 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'54", A DISTANCE OF 120.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 2,032.50 FEET, A CHORD BEARING OF SOUTH 63°02'25" WEST AND A CHORD DISTANCE OF 1,874.20 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°54'39", A DISTANCE OF 1,947.90 FEET; THENCE RUN NORTH 89°30'15" EAST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 45°29'45" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,570.77 FEET, A CHORD BEARING OF SOUTH 10°54'53" EAST AND A CHORD DISTANCE OF 691.92 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°26'50", A DISTANCE OF 697.64 FEET; THENCE RUN NORTH 68°52'17" EAST, A DISTANCE OF 266.71 FEET; THENCE RUN SOUTH 89°45'19" EAST, A DISTANCE OF 576.00 FEET; THENCE RUN NORTH 00°10'21" EAST, A DISTANCE OF 14.73 FEET; THENCE RUN SOUTH 89°49'39" EAST, A DISTANCE OF 219.84 FEET; THENCE RUN SOUTH 00°17'29" EAST, A DISTANCE OF 299.69 FEET; THENCE RUN NORTH 89°47'22" WEST, A DISTANCE OF 642.50 FEET; THENCE RUN SOUTH 00°18'02" EAST, A DISTANCE OF 345.82 FEET; THENCE RUN NORTH 43°23'38" WEST, A DISTANCE OF 180.93 FEET; THENCE RUN SOUTH 48°49'44" WEST, A DISTANCE OF 107.59 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,647.00 FEET, A CHORD BEARING OF SOUTH 45°04'48" EAST AND A CHORD DISTANCE OF 179.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°15'20", A DISTANCE OF 179.82 FEET; THENCE RUN SOUTH 24°09'57" WEST, A DISTANCE OF 32.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 30°32'09" WEST AND A CHORD DISTANCE OF 17.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°13'48", A DISTANCE OF 17.65 FEET; THENCE RUN SOUTH 41°12'47" WEST, A DISTANCE OF 21.49 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 48.00 FEET, A CHORD BEARING OF SOUTH 68°03'55" WEST AND A CHORD DISTANCE OF 36.03 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°05'04", A DISTANCE OF 36.93 FEET; THENCE RUN NORTH 89°53'39" WEST, A DISTANCE OF 312.50 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 49°59'14" WEST AND A CHORD DISTANCE OF 64.15 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°48'51", A DISTANCE OF 69.65 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 1,954.73 FEET, A CHORD BEARING OF NORTH 17°33'50" WEST AND A CHORD DISTANCE OF 509.27 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°58'12", A DISTANCE OF 510.72 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 20°34'21" EAST AND A CHORD DISTANCE OF 71.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°14'25", A DISTANCE OF 79.62 FEET; THENCE RUN NORTH 66°11'33" EAST, A DISTANCE OF 52.62 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 115.65 FEET, A CHORD BEARING OF NORTH 76°44'30" EAST AND A CHORD DISTANCE OF 30.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°23'50", A DISTANCE OF 31.08 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 145.21 FEET, A CHORD BEARING OF NORTH 79°40'25" EAST AND A CHORD DISTANCE OF 30.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'43", A DISTANCE OF 30.53 FEET; THENCE RUN NORTH 72°30'28" EAST, A DISTANCE OF 58.20 FEET TO A POINT ON THE CUSP OF A

CURVE, CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 1,649.90 FEET, A CHORD BEARING OF NORTH 10°51'06" WEST AND A CHORD DISTANCE OF 730.51 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°34'49", A DISTANCE OF 736.62 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'15" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 11.00 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 113.50 FEET; THENCE RUN SOUTH 89°30'15" EAST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 45°29'45" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.316 ACRES, +/-

Exhibit E

Partial Release of Construction Easement

This instrument prepared by
and return to:

Michael C. Eckert
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

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

THIS PARTIAL TERMINATION AND RELEASE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Partial Termination”) is made this ___ day of _____, 2023, by the **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC**, whose mailing address is 300 Atlantic Street, Suite 1110, Stamford, Connecticut 06901 (“Grantor”), and the **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“Grantee” and, together with Grantor, the “Parties”).

RECITALS

WHEREAS, Grantor and Grantee entered into that certain *Temporary Construction Easement*, recorded on November 22, 2022, in Official Records Book 6318, Page 1260 of the public records of Osceola County, Florida (“**Temporary Construction Easement**”); and

WHEREAS, Grantor intends to convey interests in those particular parcels currently encumbered by the Temporary Construction Easement as described in **Exhibit A** attached hereto (“**Property**”) to an unaffiliated third-party; and

WHEREAS, Grantee and Grantor desire to terminate the Temporary Construction Easement solely as to the Property, subject to the terms and conditions set forth below.

TERMS AND CONDITIONS:

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference thereto.

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

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

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

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

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

[Remainder of page left intentionally blank]

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

ATTEST:

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

Witness Name: _____

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

Witness Name: _____

By: _____
Name: Jordan Socaransky
Title: Vice President

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Marc Porosoff, as Vice President and Secretary of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, on behalf of the entity, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Jordan Socaransky, as Vice President of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, on behalf of the entity, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

Signed, sealed and delivered
in the presence of:

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

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization ____, this ____ day of _____, 2023, by
_____ as _____ of Edgewater East Community
Development District, who is personally known to me.

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

Exhibit A

PARCEL A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 1,320.21 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°38'05" EAST, A DISTANCE OF 110.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°38'05" EAST, A DISTANCE OF 878.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE RUN NORTH 00°17'07" WEST, ALONG SAID LINE, A DISTANCE OF 280.60 FEET; THENCE RUN NORTH 89°45'24" EAST, A DISTANCE OF 280.62 FEET TO A POINT 50.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY, ACCORDING TO THE PLAT OF EDGEWATER ED-4, AS RECORDED IN PLAT BOOK 32, PAGES 25-28; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 75.10 FEET TO A POINT OF CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,317.50 FEET, A CHORD BEARING OF SOUTH 27°14'07" EAST, AND A CHORD DISTANCE OF 1,191.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°44'39", A DISTANCE OF 1,235.83 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF SOUTH 63°51'57" WEST, AND A CHORD DISTANCE OF 1,714.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°15'37", A DISTANCE OF 1,777.79 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'16" WEST, AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 902.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,043.50, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 64.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'07", A DISTANCE OF 64.99 FEET; THENCE RUN NORTH 03°04'22" WEST, A DISTANCE OF 122.45 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 924.72, A CHORD BEARING OF NORTH 01°17'19" WEST, AND A CHORD DISTANCE OF 59.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°41'29", A DISTANCE OF 59.57 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 447.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.068 ACRES, +/-

AND

PARCEL B

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PORTION OF LOT 96 OF SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 30 EAST, AND A PORTION OF LOTS 54, 59, 70, 71, 72, 73, 74, 88, 89, 90, 104 AND 105 SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 8, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, RUN THENCE SOUTH 00°15'17" EAST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 2,912.20 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE SOUTH 89°30'15" EAST, A DISTANCE OF 18.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'15" EAST, A DISTANCE OF 82.00 FEET; THENCE RUN SOUTH 00°29'45" WEST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 44°30'16" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", A DISTANCE OF 23.56 FEET; THENCE RUN SOUTH 89°30'15" WEST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,912.50 FEET, A CHORD BEARING OF NORTH 63°07'00" EAST AND A CHORD DISTANCE OF 1,759.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°45'29", A DISTANCE OF 1,827.79 FEET TO A POINT ON THE CUSP OF A CURVE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE BEING THE WEST RIGHT OF WAY LINE OF CROSS PRAIRIE PARKWAY OF EDGEWATER ED-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 25-28 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND HAVING A RADIUS OF 1,267.50 FEET, A CHORD BEARING OF SOUTH 56°50'50" EAST AND A CHORD DISTANCE OF 120.12 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'54", A DISTANCE OF 120.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 2,032.50 FEET, A CHORD BEARING OF SOUTH 63°02'25" WEST AND A CHORD DISTANCE OF 1,874.20 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°54'39", A DISTANCE OF 1,947.90 FEET; THENCE RUN NORTH 89°30'15" EAST, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 45°29'45" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,570.77 FEET, A CHORD BEARING OF SOUTH 10°54'53" EAST AND A CHORD DISTANCE OF 691.92 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°26'50", A DISTANCE OF 697.64 FEET; THENCE RUN NORTH 68°52'17" EAST, A DISTANCE OF 266.71 FEET; THENCE RUN SOUTH 89°45'19" EAST, A DISTANCE OF 576.00 FEET; THENCE RUN NORTH 00°10'21" EAST, A DISTANCE OF 14.73 FEET; THENCE RUN SOUTH 89°49'39" EAST, A DISTANCE OF 219.84 FEET; THENCE RUN SOUTH 00°17'29" EAST, A DISTANCE OF 299.69 FEET; THENCE RUN NORTH 89°47'22" WEST, A DISTANCE OF 642.50 FEET; THENCE RUN SOUTH 00°18'02" EAST, A DISTANCE OF 345.82 FEET; THENCE RUN NORTH 43°23'38" WEST, A DISTANCE OF 180.93 FEET; THENCE RUN SOUTH 48°49'44" WEST, A DISTANCE OF 107.59 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 1,647.00 FEET, A CHORD BEARING OF SOUTH 45°04'48" EAST AND A CHORD DISTANCE OF 179.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°15'20", A DISTANCE OF 179.82 FEET; THENCE RUN SOUTH 24°09'57" WEST, A DISTANCE OF 32.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD

BEARING OF SOUTH 30°32'09" WEST AND A CHORD DISTANCE OF 17.56 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°13'48", A DISTANCE OF 17.65 FEET; THENCE RUN SOUTH 41°12'47" WEST, A DISTANCE OF 21.49 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 48.00 FEET, A CHORD BEARING OF SOUTH 68°03'55" WEST AND A CHORD DISTANCE OF 36.03 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°05'04", A DISTANCE OF 36.93 FEET; THENCE RUN NORTH 89°53'39" WEST, A DISTANCE OF 312.50 FEET TO A POINT ON A CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 49°59'14" WEST AND A CHORD DISTANCE OF 64.15 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°48'51", A DISTANCE OF 69.65 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 1,954.73 FEET, A CHORD BEARING OF NORTH 17°33'50" WEST AND A CHORD DISTANCE OF 509.27 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°58'12", A DISTANCE OF 510.72 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 20°34'21" EAST AND A CHORD DISTANCE OF 71.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°14'25", A DISTANCE OF 79.62 FEET; THENCE RUN NORTH 66°11'33" EAST, A DISTANCE OF 52.62 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 115.65 FEET, A CHORD BEARING OF NORTH 76°44'30" EAST AND A CHORD DISTANCE OF 30.98 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°23'50", A DISTANCE OF 31.08 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 145.21 FEET, A CHORD BEARING OF NORTH 79°40'25" EAST AND A CHORD DISTANCE OF 30.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'43", A DISTANCE OF 30.53 FEET; THENCE RUN NORTH 72°30'28" EAST, A DISTANCE OF 58.20 FEET TO A POINT ON THE CUSP OF A CURVE, CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 1,649.90 FEET, A CHORD BEARING OF NORTH 10°51'06" WEST AND A CHORD DISTANCE OF 730.51 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°34'49", A DISTANCE OF 736.62 FEET TO A POINT OF REVERSE CURVE; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°30'15" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 89°30'15" WEST, A DISTANCE OF 11.00 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 113.50 FEET; THENCE RUN SOUTH 89°30'15" EAST, A DISTANCE OF 4.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 45°29'45" EAST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 00°29'45" EAST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.316 ACRES, +/-

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 237,745	\$ -	\$ -	\$ -	\$ -	\$ 237,745
Investments						
Revenue	-	330,279	47,867	-	-	378,146
Reserve	-	1,112,580	1,930,400	-	-	3,042,980
Interest	-	-	17	-	-	17
Construction	-	-	-	74,312	-	74,312
Project infrastructure	-	-	-	-	1,258,095	1,258,095
Construction - E2	-	-	-	-	2,141,616	2,141,616
Construction - E5	-	-	-	-	514,887	514,887
Construction - E6N	-	-	-	-	6,642,945	6,642,945
Cost of issuance	-	10,307	-	-	-	10,307
Due from Landowner	-	131,551	-	-	-	131,551
Due from debt service fund	5,725	-	-	-	-	5,725
Total assets	<u>\$ 243,470</u>	<u>\$1,584,717</u>	<u>\$1,978,284</u>	<u>\$ 74,312</u>	<u>\$ 10,557,543</u>	<u>\$14,438,326</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 15,980	\$ -	\$ -	\$ -	\$ -	15,980
Contracts payable	-	-	-	-	3,257,224	3,257,224
Retainage payable	-	-	-	43,833	502,306	546,139
Due to general fund	-	-	5,725	-	-	5,725
Landowner advance	21,000	-	-	-	-	21,000
Total liabilities	<u>36,980</u>	<u>-</u>	<u>5,725</u>	<u>43,833</u>	<u>3,759,530</u>	<u>3,846,068</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	-	131,551	-	-	-	131,551
Total deferred inflows of resources	<u>-</u>	<u>131,551</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>131,551</u>
Fund balances:						
Restricted for:						
Debt service	-	1,453,166	1,972,559	-	-	3,425,725
Capital projects	-	-	-	30,479	6,798,013	6,828,492
Unassigned	206,490	-	-	-	-	206,490
Total fund balances	<u>206,490</u>	<u>1,453,166</u>	<u>1,972,559</u>	<u>30,479</u>	<u>6,798,013</u>	<u>10,460,707</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 243,470</u>	<u>\$1,584,717</u>	<u>\$1,978,284</u>	<u>\$ 74,312</u>	<u>\$ 10,557,543</u>	<u>\$14,438,326</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 497,186	\$ 503,857	99%
Landowner contribution	-	-	-	N/A
Lot Closing Assessments	-	6,671	-	N/A
Total revenues	<u>-</u>	<u>503,857</u>	<u>503,857</u>	100%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	36,000	48,000	75%
Legal	-	29,865	50,000	60%
Engineering	-	6,850	7,500	91%
Audit	-	5,000	6,500	77%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,500	2,000	75%
Trustee 2021	-	4,031	5,725	70%
Trustee 2022	-	4,031	5,725	70%
DSF accounting & assessment rolls - Series 2021	458	4,125	5,500	75%
DSF accounting & assessment rolls - Series 2022	458	4,125	5,500	75%
Telephone	17	150	200	75%
Postage	58	362	500	72%
Printing & binding	42	375	500	75%
Legal advertising	-	590	6,500	9%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	-	89	500	18%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,200</u>	<u>103,746</u>	<u>152,740</u>	68%
Field operations				
Accounting	-	-	2,500	0%
Streetlighting	-	-	50,120	0%
Repairs & maintenance	169	169	12,000	1%
Electricity	4,444	7,044	3,600	196%
Landscape maint.				
Maintenance contract	19,474	181,147	252,885	72%
Plant replacement	-	-	12,000	0%
Landscape contingency	-	-	6,000	0%
Irrigation	192	2,655	12,000	22%
Total field operations	<u>24,279</u>	<u>191,015</u>	<u>351,105</u>	54%
Total expenditures	<u>29,479</u>	<u>294,761</u>	<u>503,845</u>	59%
Excess/(deficiency) of revenues over/(under) expenditures	(29,479)	209,096	12	
Fund balances - beginning	235,969	(2,606)	1,618,095	
Committed				
Impact fee collections	-	-	1,618,095	
Unassigned	206,490	206,490	12	
Fund balances - ending	<u>\$ 206,490</u>	<u>\$ 206,490</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 JUNE 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 910,764	\$ 1,112,587	82%
Lot Closing Assessments	-	160,832	-	N/A
Interest	5,477	42,795	-	N/A
Total revenues	<u>5,477</u>	<u>1,114,391</u>	<u>1,112,587</u>	100%
EXPENDITURES				
Debt service				
Principal	-	405,000	405,000	100%
Interest	-	707,956	707,955	100%
Total debt service	<u>-</u>	<u>1,112,956</u>	<u>1,112,955</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	5,477	1,435	(368)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(4,362)</u>	<u>(29,935)</u>	-	N/A
Total other financing sources	<u>(4,362)</u>	<u>(29,935)</u>	-	N/A
Net change in fund balances	1,115	(28,500)	(368)	
Fund balances - beginning	1,452,051	1,481,666	1,481,220	
Fund balances - ending	<u>\$ 1,453,166</u>	<u>\$ 1,453,166</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 JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 1,322,518	\$ 1,930,402	69%
Interest	7,807	64,490	-	N/A
Total revenues	<u>7,807</u>	<u>1,387,008</u>	<u>1,930,402</u>	72%
EXPENDITURES				
Debt service				
Principal	-	640,000	640,000	100%
Interest	-	1,298,094	1,298,094	100%
Total debt service	<u>-</u>	<u>1,938,094</u>	<u>1,938,094</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	7,807	(551,086)	(7,692)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(21,437)</u>	<u>(52,143)</u>	-	N/A
Total other financing sources	<u>(21,437)</u>	<u>(52,143)</u>	<u>-</u>	N/A
Net change in fund balances	(13,630)	(603,229)	(7,692)	
Fund balances - beginning	1,986,189	2,575,788	2,585,174	
Fund balances - ending	<u>\$ 1,972,559</u>	<u>\$ 1,972,559</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 JUNE 30, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,838	\$ 24,262
Total revenues	2,838	24,262
EXPENDITURES		
Construction costs	31,987	528,098
Total expenditures	31,987	528,098
Excess/(deficiency) of revenues over/(under) expenditures	(29,149)	(503,836)
OTHER FINANCING SOURCES/(USES)		
Transfer in	4,362	29,935
Total other financing sources/(uses)	4,362	29,935
Net change in fund balances	(24,787)	(473,901)
Fund balances - beginning	55,266	504,380
Fund balances - ending	\$ 30,479	\$ 30,479

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date
REVENUES		
Impact fee credits	\$ -	\$ 1,816,308
Interest	43,213	416,239
Total revenues	43,213	2,232,547
EXPENDITURES		
Construction costs - project infrastructure	108,750	3,322,397
Construction costs - construction ED-2	248,649	3,967,437
Construction costs - construction ED-5	1,532,137	4,615,814
Construction costs - construction ED-6N	600	617,502
Total expenditures	1,890,136	12,523,150
Excess/(deficiency) of revenues over/(under) expenditures	(1,846,923)	(10,290,603)
OTHER FINANCING SOURCES/(USES)		
Transfer in	21,437	52,143
Total other financing sources/(uses)	21,437	52,143
Net change in fund balances	(1,825,486)	(10,238,460)
Fund balances - beginning	8,623,499	17,036,473
Fund balances - ending	\$ 6,798,013	\$ 6,798,013

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on July 6, 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
Kate John (via telephone)	Kutak Rock LLP
Shawn Hindle	District Engineer
Craig Cranford (via telephone)	BTI

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:00 a.m. Supervisors Mays, Kramer and Wanas were present. Supervisors Onorato and Breakstone were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Ratification of Change Orders

- A. No. 002 [Phase 1 Civil Work ED-5]**
- B. No. 003 [Phase 1 Civil Work ED-5]**
- C. No. 001 [Phase 1 Civil Work Whaley Road]**

39 **On MOTION by Mr. Wanas and seconded by Mr. Kramer, with all in favor,**
40 **Change Orders No. 002 [Phase 1 Civil Work ED-5], No. 003 [Phase 1 Civil Work**
41 **ED-5] and No. 001 [Phase 1 Civil Work Whaley Road], were ratified.**

42
43
44 **FOURTH ORDER OF BUSINESS**

**Consideration of Down To Earth Landscape
& Irrigation, Landscape Maintenance
Agreement (Pond Banks D, E & F)**

45
46
47
48 Mr. Torres presented the Landscape Maintenance Agreement for Pond Banks D, E and F,
49 in the amount of \$3,200 per month for a period of three months, from July 1, 2023 to
50 September 30, 2023. Mr. Wanas stated that these builder-owned ponds are within ED-4 and
51 this goes hand-in-hand with the next agenda item.

52
53 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor,**
54 **Down To Earth Landscape Maintenance Agreement for Pond Banks D, E & F, in**
55 **the amount of \$3,200 per month, was approved.**

56
57
58 **FIFTH ORDER OF BUSINESS**

**Consideration of Down To Earth Landscape
& Irrigation, Work Authorization Number 1
for Additional Services**

59
60
61
62 Mr. Torres stated this is a one-time Work Authorization to return the area back into
63 compliance. Mr. Wanas stated maintenance of Ponds D, E and F was deficient so intensive
64 cleanup using a bush hog to mow and clean-up the ponds is needed. Regarding frequency of
65 services for the Agreement approved during the Fourth Order of Business, Mr. Wanas stated
66 there is no schedule; services will occur every two to three weeks, as needed. The intent is to
67 consolidate all maintenance agreements to terminate on September 30, 2023.

68 Ms. John reminded Mr. Torres to make sure the Chair executed the updated version of
69 the Work Authorization she emailed yesterday.

70
71 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor,**
72 **Down To Earth Landscape & Irrigation, Work Authorization Number 1 for**
73 **Additional Services, in a not-to-exceed amount of \$7,500, was approved.**
74

75 **SIXTH ORDER OF BUSINESS** **Presentation of Audited Financial Report**
 76 **for Fiscal Year Ended September 30, 2022,**
 77 **Prepared by Grau & Associates**
 78

79 Mr. Torres presented the Audited Financial Report for Fiscal Year Ended September 30,
 80 2022. There were no findings, irregularities or instances of noncompliance; it was an
 81 unmodified opinion, otherwise known as a clean audit.
 82

83 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-07,**
 84 **Hereby Accepting the Audited Financial**
 85 **Statements for the Fiscal Year Ended**
 86 **September 30, 2022**
 87
 88

89 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
 90 **Resolution 2023-07, Hereby Accepting the Audited Financial Statements for the**
 91 **Fiscal Year Ended September 30, 2022, was adopted.**

92
 93
 94 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2023-08,**
 95 **Adopting the Annual Meeting Schedule for**
 96 **Fiscal Year 2023/2024; and Providing for an**
 97 **Effective Date**
 98

99 Mr. Torres presented Resolution 2023-08. The following change was made to the Fiscal
 100 Year 2024 Meeting Schedule:

101 DATE: Change "March 7, 2024" to "March 5, 2024"
 102

103 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
 104 **Resolution 2023-08, Adopting the Annual Meeting Schedule for Fiscal Year**
 105 **2023/2024 as amended; and Providing for an Effective Date, was adopted.**

106
 107
 108 **NINTH ORDER OF BUSINESS** **Consideration of GAI Consultants, Inc.,**
 109 **Proposal for Professional Services [ED6**
 110 **Phase 1 Roadway - Construction**
 111 **Administration]**
 112

113 Mr. Wanas stated that GAI Consultants and District Counsel worked on finalizing the
114 terms and conditions. He must research whether the costs are similar to the ED5 Agreement
115 but noted that this is a lump sum estimate that will be invoiced to the CDD monthly. Mr. Hindle
116 stated that his firm responds to all the design questions from GAI Consultants and reviews all
117 CDD-related payouts before submitting them to Management for payment.

118

119 **On MOTION by Mr. Kramer and seconded by Mr. Wanas, with all in favor, the**
120 **GAI Consultants, Inc., Proposal for Professional Services for the Edgewater**
121 **Neighborhood ED6 Phase 1 Roadway Construction Administration Services, as**
122 **approved.**

123

124

125 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of May 31, 2023**

126

127

128 Discussion ensued regarding finalizing the Series 2021 bond final payout, documents
129 needed to deem the project completed and giving Mr. Dave Hugh a copy of a standard Toho
130 Water Authority (TWA) Water Easement document.

131

132 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
133 **Unaudited Financial Statements as of May 31, 2023, were accepted.**

134

135

136 **ELEVENTH ORDER OF BUSINESS**

**Approval of June 1, 2023 Regular Meeting
Minutes**

137

138

139

140 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
141 **June 1, 2023 Regular Meeting Minutes, as presented, were approved.**

142

143

144 **TWELFTH ORDER OF BUSINESS**

Staff Reports

145

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

147 Mr. Eckert stated that the meeting with the City of St. Cloud to discuss the three-acre
148 boundary amendment will be on July 19, 2023.

149 Discussion ensued regarding rescheduling the meeting due to a scheduling conflict,
150 ascertaining new dates for the meeting and identifying certain parties to attend the original
151 meeting date in person.

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

153 Mr. Hindle is setting up a meeting with the County to discuss the email about the recent
154 seat study and requiring the CDD to widen Clay Whaley Road to four lanes, when the PIA clearly
155 states the CDD only needs two lanes.

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

- 157 • **NEXT MEETING DATE: August 3, 2023 at 9:00 A.M. [FY2024 Budget Adoption**
158 **Hearing]**
- 159 ○ **QUORUM CHECK**

160

161 **THIRTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

162

163 Mr. Wanas asked District Staff to prepare a landscape maintenance Request for
164 Proposals (RFP) package for Crossprairie Parkway before the contract expires September 30,
165 2023. Mr. Eckert discussed the criteria for a three-year contract. The consensus was to obtain
166 proposals for a one-year contract and, if the proposals exceed the \$195,000 threshold, then
167 proceed with the RFP process.

168

169 **FOURTEENTH ORDER OF BUSINESS**

Public Comments

170

171 There were no public comments.

172

173 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

174

175

176

**On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the
177 meeting adjourned at 9:39 a.m.**

178

179

180

181

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

182
183
184
185
186
187

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022	Regular Meeting	9:00 AM
November 1, 2022	Landowners' Meeting	9:00 AM
November 3, 2022	Regular Meeting	9:00 AM
December 1, 2022	Regular Meeting	9:00 AM
January 5, 2023 CANCELED	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 <i>rescheduled to May 10, 2023</i>	Regular Meeting	9:00 AM
May 10, 2023	Regular Meeting	1:00 PM
June 1, 2023	Regular Meeting	9:00 AM
July 6, 2023	Regular Meeting	9:00 AM
August 3, 2023	Public Hearing & Regular Meeting	9:00 AM
September 7, 2023	Regular Meeting	9:00 AM