

EDGEWATER EAST

**COMMUNITY DEVELOPMENT
DISTRICT**

April 3, 2025

BOARD OF SUPERVISORS

**REGULAR MEETING
AGENDA**

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

March 27, 2025

Board of Supervisors
Edgewater East Community Development District

Dear Board Members:

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Note: Meeting Time

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on April 3, 2025 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. Discussion: FY2026 Draft Budget
4. Consideration of Edgewater Property Holdings, LLC Construction Funding Agreement [Cross Prairie Parkway North]
5. Consideration of JCH CP, LLC License Agreement Regarding the Maintenance of Improvement on District Property
6. Consideration of Jr. Davis Construction Company, Inc., First Amendment to Agreement for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site
7. Consideration of The Lake Doctors, Inc. Water Management Agreement [Clay Whaley]
8. Consideration of Clay Whaley Road and Cross Prairie Parkway ROW Development and Conveyance
 - A. Consideration of The 2975 Clay Whaley Road Land Trust Development Agreement
 - B. Consideration of The 2975 Clay Whaley Road Land Trust Special Warranty Deed
 - C. Consideration of The 2975 Clay Whaley Road Land Trust Temporary Construction Easement Agreement
9. Ratification Items
 - A. DoodyCalls of Orlando Agreement Regarding the Provision of Pet Waster Station Maintenance Services

- B. Jr. Davis Construction Company, Inc. Change Order 001 [Cross Prairie Parkway to Cord Ave Offsite Force Main]
 - C. Jr. Davis Construction Company, Inc., Construction Agreement for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work
10. Consent Agenda
- A. Acceptance of Unaudited Financial Statements as of February 28, 2025
 - B. Approval of March 6, 2025 Public Hearing and Regular Meeting Minutes
11. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. Field Operations: *Wrathell, Hunt and Associates, LLC*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: May 1, 2025 at 9:00 AM
 - QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	KEVIN WANAS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JUSTIN ONORATO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KEVIN KRAMER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JODY PINO	☐ IN PERSON	☐ PHONE	☐ NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

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

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2025**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
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**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 389,361
Allowable discounts (4%)	-				(15,574)
Assessment levy: on-roll - net	-	\$ 179,804	\$ 14	\$ 179,818	373,787
Assessment levy: off-roll	992,733	622,793	189,892	812,685	1,103,811
Total revenues	992,733	802,597	189,906	992,503	1,477,598
EXPENDITURES					
Professional & administrative					
Management/admin/recording	48,000	24,000	24,000	48,000	48,000
Legal	50,000	34,884	15,116	50,000	50,000
Engineering	7,500	5,625	1,875	7,500	7,500
Audit	6,500	-	6,500	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	160	340	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	1,121	5,379	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,750	5,785	-	5,785	5,750
Contingencies/bank charges	500	110	390	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser and tax collector	-	18,260	-	18,260	7,787
Total professional & administrative	152,990	101,916	69,369	171,285	160,777

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
Field operations					
Field operations management	-	-	-	-	75,000
Accounting	2,500	-	2,500	2,500	2,500
Stormwater management					
Lake maintenance	-	699	-	699	19,524
Streetlighting	80,114	22,757	57,357	80,114	107,296
Repairs and maintenance	24,386	-	24,386	24,386	82,863
Electricity	6,586	-	6,586	6,586	3,900
Landscape maint.					
Maintenance contract	542,610	81,157	461,453	542,610	402,820
Plant replacement	17,857	-	17,857	17,857	40,282
Landscape contingency	8,927	3,251	5,676	8,927	40,282
Irrigation	156,774	3,804	152,970	156,774	234,115
Trash services	-	-	-	-	10,000
Total field operations	<u>839,754</u>	<u>111,668</u>	<u>728,086</u>	<u>840,453</u>	<u>1,018,582</u>
Total expenditures	<u>992,744</u>	<u>213,584</u>	<u>797,455</u>	<u>1,011,738</u>	<u>1,179,359</u>
Excess/(deficiency) of revenues over/(under) expenditures	(11)	589,013	(607,549)	(19,235)	298,239
Fund balance - beginning (unaudited)	20	33,910	622,923	33,910	14,675
Committed					
Impact fee collections	1,618,095	1,618,095	1,618,095	1,618,095	-
Working capital	-	-	-	-	299,152
Unassigned	<u>(1,618,086)</u>	<u>(995,172)</u>	<u>(1,602,721)</u>	<u>(1,603,420)</u>	<u>13,762</u>
Fund balance - ending (projected)	<u>\$ 9</u>	<u>\$ 622,923</u>	<u>\$ 15,374</u>	<u>\$ 14,675</u>	<u>\$ 312,914</u>

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

Expenditures

Professional & administrative

Management/admin/recording	\$ 48,000
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.	
Legal	50,000
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.	
Engineering	7,500
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.	
Audit	6,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
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.	
Trustee - Series 2021	5,725
Annual fee for the service provided by trustee, paying agent and registrar.	
Trustee - Series 2022	5,725
DSF accounting - Series 2021	5,500
DSF accounting - Series 2022	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
EXPENDITURES (continued)	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,750
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	
ADA compliance	705
Property appraiser and tax collector	210
	7,787

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

Expenditures (continued)

Field operations

Field operations management	75,000
Intended to cover the cost of hiring a qualified management company to manage the day to day operations of the shared CDD operations.	
Accounting	2,500
Stormwater management	
Lake maintenance	19,524
Covers the cost of hiring a licensed contractor to treat 58 acres of wet ponds on a monthly basis for unwanted submersed vegetation, weeds and algae.	
Streetlighting	107,296
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	
Repairs and maintenance	82,863
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Electricity	3,900
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	402,820
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	40,282
Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape contingency	40,282
Irrigation	234,115
Irrigation annual cost for Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1.	
Trash services	10,000
Total expenditures	<u><u>\$1,179,359</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE)
FISCAL YEAR 2025**

	Fiscal Year 2024				Adopted Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ -				\$ 1,166,627
Allowable discounts (4%)	-				(46,665)
Assessment levy: net	-	\$ 706,128	\$ 284	\$ 706,412	1,119,962
Special assessment: off-roll	1,112,587	186,083	204,135	390,218	-
Interest	-	36,356	-	36,356	-
Total revenues	1,112,587	928,567	204,419	1,132,986	1,119,962
EXPENDITURES					
Debt service					
Principal	420,000	-	420,000	420,000	430,000
Interest	697,830	348,915	348,915	697,830	687,330
Total debt service	1,117,830	348,915	768,915	1,117,830	1,117,330
Other fees & charges					
Property appraiser and tax collector	-	-	-	-	23,333
Total other fees & charges	-	-	-	-	23,333
Total expenditures	1,117,830	348,915	768,915	1,117,830	1,140,663
Excess/(deficiency) of revenues over/(under) expenditures	(5,243)	579,652	(564,496)	15,156	(20,701)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(582,110)	-	(582,110)	-
Total other financing sources/(uses)	-	(582,110)	-	(582,110)	-
Fund balance:					
Net increase/(decrease) in fund balance	(5,243)	(2,458)	(564,496)	(566,954)	(20,701)
Beginning fund balance (unaudited)	1,487,480	1,498,340	1,498,340	1,498,340	931,386
Ending fund balance (projected)	\$1,482,237	\$1,495,882	\$ 933,844	\$ 931,386	910,685
Use of fund balance:					
Debt service reserve account balance (required)					(556,250)
Principal and Interest expense - November 1, 2025					(338,290)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 16,145

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	18,675,000.00		11,645,340.00	30,320,340.00	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA TWO)
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
REVENUES					
Special assessment: off-roll	\$ 1,930,402	\$ 1,322,518	\$ 607,884	\$ 1,930,402	\$ 1,930,402
Interest	-	54,213	-	54,213	-
Total revenues	<u>1,930,402</u>	<u>1,376,731</u>	<u>607,884</u>	<u>1,984,615</u>	<u>1,930,402</u>
EXPENDITURES					
Debt service					
Principal	660,000	-	660,000	660,000	675,000
Principal prepayment	-	20,000	70,000	90,000	-
Interest	1,278,894	639,447	639,447	1,278,894	1,255,656
Total expenditures	<u>1,938,894</u>	<u>659,447</u>	<u>1,369,447</u>	<u>2,028,894</u>	<u>1,930,656</u>
Excess/(deficiency) of revenues over/(under) expenditures	(8,492)	717,284	(761,563)	(44,279)	(254)
Fund balance:					
Beginning fund balance (unaudited)	2,570,779	2,605,329	3,322,613	2,605,329	2,561,050
Ending fund balance (projected)	<u>\$ 2,562,287</u>	<u>\$ 3,322,613</u>	<u>\$ 2,561,050</u>	<u>\$ 2,561,050</u>	<u>2,560,796</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,930,400)
Principal and Interest expense - November 1, 2025					(617,703)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 12,693</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2024			627,828.13	627,828.13	32,535,000.00
5/1/2025	675,000.00	3.000%	627,828.13	1,302,828.13	31,860,000.00
11/1/2025	-		617,703.13	617,703.13	31,860,000.00
5/1/2026	695,000.00	3.000%	617,703.13	1,312,703.13	31,165,000.00
11/1/2026	-		607,278.13	607,278.13	31,165,000.00
5/1/2027	720,000.00	3.000%	607,278.13	1,327,278.13	30,445,000.00
11/1/2027	-		596,478.13	596,478.13	30,445,000.00
5/1/2028	740,000.00	3.375%	596,478.13	1,336,478.13	29,705,000.00
11/1/2028	-		583,990.63	583,990.63	29,705,000.00
5/1/2029	770,000.00	3.375%	583,990.63	1,353,990.63	28,935,000.00
11/1/2029	-		570,996.88	570,996.88	28,935,000.00
5/1/2030	795,000.00	3.375%	570,996.88	1,365,996.88	28,140,000.00
11/1/2030	-		557,581.25	557,581.25	28,140,000.00
5/1/2031	820,000.00	3.375%	557,581.25	1,377,581.25	27,320,000.00
11/1/2031	-		543,743.75	543,743.75	27,320,000.00
5/1/2032	850,000.00	3.375%	543,743.75	1,393,743.75	26,470,000.00
11/1/2032	-		529,400.00	529,400.00	26,470,000.00
5/1/2033	880,000.00	4.000%	529,400.00	1,409,400.00	25,590,000.00
11/1/2033	-		511,800.00	511,800.00	25,590,000.00
5/1/2034	915,000.00	4.000%	511,800.00	1,426,800.00	24,675,000.00
11/1/2034	-		493,500.00	493,500.00	24,675,000.00
5/1/2035	955,000.00	4.000%	493,500.00	1,448,500.00	23,720,000.00
11/1/2035	-		474,400.00	474,400.00	23,720,000.00
5/1/2036	995,000.00	4.000%	474,400.00	1,469,400.00	22,725,000.00
11/1/2036	-		454,500.00	454,500.00	22,725,000.00
5/1/2037	1,035,000.00	4.000%	454,500.00	1,489,500.00	21,690,000.00
11/1/2037	-		433,800.00	433,800.00	21,690,000.00
5/1/2038	1,075,000.00	4.000%	433,800.00	1,508,800.00	20,615,000.00
11/1/2038	-		412,300.00	412,300.00	20,615,000.00
5/1/2039	1,120,000.00	4.000%	412,300.00	1,532,300.00	19,495,000.00
11/1/2039	-		389,900.00	389,900.00	19,495,000.00
5/1/2040	1,165,000.00	4.000%	389,900.00	1,554,900.00	18,330,000.00
11/1/2040	-		366,600.00	366,600.00	18,330,000.00
5/1/2041	1,215,000.00	4.000%	366,600.00	1,581,600.00	17,115,000.00
11/1/2041	-		342,300.00	342,300.00	17,115,000.00
5/1/2042	1,265,000.00	4.000%	342,300.00	1,607,300.00	15,850,000.00
11/1/2042	-		317,000.00	317,000.00	15,850,000.00
5/1/2043	1,315,000.00	4.000%	317,000.00	1,632,000.00	14,535,000.00
11/1/2043	-		290,700.00	290,700.00	14,535,000.00
5/1/2044	1,370,000.00	4.000%	290,700.00	1,660,700.00	13,165,000.00
11/1/2044	-		263,300.00	263,300.00	13,165,000.00
5/1/2045	1,425,000.00	4.000%	263,300.00	1,688,300.00	11,740,000.00

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2045	-		234,800.00	234,800.00	11,740,000.00
5/1/2046	1,485,000.00	4.000%	234,800.00	1,719,800.00	10,255,000.00
11/1/2046	-		205,100.00	205,100.00	10,255,000.00
5/1/2047	1,545,000.00	4.000%	205,100.00	1,750,100.00	8,710,000.00
11/1/2047	-		174,200.00	174,200.00	8,710,000.00
5/1/2048	1,605,000.00	4.000%	174,200.00	1,779,200.00	7,105,000.00
11/1/2048	-		142,100.00	142,100.00	7,105,000.00
5/1/2049	1,670,000.00	4.000%	142,100.00	1,812,100.00	5,435,000.00
11/1/2049	-		108,700.00	108,700.00	5,435,000.00
5/1/2050	1,740,000.00	4.000%	108,700.00	1,848,700.00	3,695,000.00
11/1/2050	-		73,900.00	73,900.00	3,695,000.00
5/1/2051	1,810,000.00	4.000%	73,900.00	1,883,900.00	1,885,000.00
11/1/2051	-		37,700.00	37,700.00	1,885,000.00
5/1/2052	1,885,000.00	4.000%	37,700.00	1,922,700.00	-
Total	32,535,000.00		21,923,200.06	54,458,200.06	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

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

Product	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Single Family 1	521	\$ 363.21	\$ 1,303.13	\$ 1,666.34	\$ 1,455.54
Single Family 2	197	363.21	1,042.51	1,405.72	1,210.56
Multi Family	354	363.21	797.52	1,160.73	980.27
Total	1,072				

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

Product	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Single Family 1	727	\$ 341.42	\$ 1,224.94	\$ 1,566.36	\$ 1,455.54
Single Family 2	404	341.42	979.96	1,321.38	1,210.56
Multi Family	859	341.42	749.67	1,091.09	980.27
Total	1,990				

Future Phase(s), Off-roll assessments

Product	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Single Family 1	487	\$ 341.42	\$ -	\$ 341.42	\$ 230.60
Single Family 2	121	341.42	-	341.42	230.60
Multi Family	635	341.42	-	341.42	230.60
Total	1,243				

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

4

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
AND EDGEWATER PROPERTY HOLDINGS, LLC
[CROSS PRAIRIE PARKWAY NORTH]**

THIS CONSTRUCTION FUNDING AGREEMENT (“Agreement”) shall be effective as of the _____ day of _____ 2025, 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**, with a mailing address of 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 (“**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance enacted by the Board of County Commissioners of Osceola County, Florida, pursuant to Chapter 190, *Florida Statutes*, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Landowner is the owner of undeveloped lands located within the boundaries of the District (“**Development**”) upon which the District's improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of the Development, as more particularly described in the *Supplemental Engineer’s Report for Assessment Area Three*, dated January 9, 2025 (“**Supplemental Engineer’s Report**”), attached as **Exhibit A** and incorporated herein by this reference, which may be updated from time to time, prior to the issuance of an anticipated future series of bonds, including construction and any design, engineering, legal, or other construction or administrative costs (collectively, the “**Project**”); and

WHEREAS, the District has an immediate need to perform a portion of the construction improvements required for the Project and identified in the Construction Agreement between the District and Jr. Davis Construction Company, Inc. for the Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work, dated March 7, 2025, along with associated design, engineering, legal, or other construction or administrative costs (“**Work**”); and

WHEREAS, in order to induce the District to proceed at this time with the Work, prior to the issuance of bonds, the Landowner desires to provide the funds necessary to enable the District to proceed with the Work; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Project, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. FUNDING. Landowner hereby acknowledges that the sole source of funding for the Work at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the construction of the Work, provided however that the District shall give the Landowner reasonable notice and a reasonable time to object to the cost or scope of work prior to commencing any developer-funded construction project. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. At the Landowner's request, the District shall terminate the Construction Agreement between the District and Jr. Davis Construction Company, Inc. for the Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work, dated March 7, 2025 ("**Construction Agreement**") in accordance with the termination provisions in said contract and the Landowner's funding obligation shall be limited to funding for work completed up to the effective date of termination; provided, however, that the Landowner shall also be responsible for the expense of any fees, costs or liabilities incurred by the District in complying with the Landowner's direction to terminate said contract.

3. REPAYMENT. The parties agree that the funds provided by Landowner pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within thirty (30) days of receipt of the proceeds of the bonds for the financing of the Project, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not

or cannot issue bonds to provide the funds for the Project, including the Work, within three (3) years of the date of this Agreement, and thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's reasonable discretion, and this Agreement shall automatically terminate. Nonetheless, the agreement described in the preceding sentence and Sections 4 through 9 and 12 hereof shall survive such termination.

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

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings, as awarded by such court or arbitrator.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

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

A. If to District:

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

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

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

With a copy to: Edgewater Property Holdings, LLC,
doing business in Florida as
Edgewater Property Florida Holdings, LLC
4798 New Broad Street, Suite 220
Orlando, Florida 32814
Attn: Kevin Mays

And:

Edgewater Property Holdings, LLC,
doing business in Florida as
Edgewater Property Florida Holdings, LLC
9 Old Kings Highway South, 4th Floor
Darien, Connecticut 06820
Attn: General Counsel

And:

Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
Attn: Ellen Avery-Smith

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

10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and permitted assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Osceola County, Florida, and the parties hereby consent to such exclusive jurisdiction.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Landowner agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Landowner agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Landowner must:

- A. Keep and maintain public records required by the District to perform the service;
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Landowner does not transfer the records to the District; and
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Landowner or keep and maintain public records required by the District to perform the service. If Landowner transfers all public records to the District upon completion of this Agreement, Landowner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Landowner keeps and maintains public records upon completion of the Agreement, Landowner shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT c/o WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PH: (561)571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

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

16. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument. The parties agree that this Agreement may be electronically signed. The parties agree that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any PDF or facsimile transmittal of electronically signed versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

[Remainder of this page left intentionally blank]

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

ATTEST:

**Edgewater East Community
Development District**

Secretary / Assistant Secretary

Chair/Vice-Chair

WITNESS:

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

Witness

By: _____
Name: _____
Title: _____

Witness

By: _____
Name: _____
Title: _____

Exhibit A: *Supplemental Engineer's Report for Assessment Area Three*, dated January 9, 2025

Exhibit A

Supplemental Engineer's Report for Assessment Area Three, dated January 9, 2025 [See attached]

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

5

**LICENSE AGREEMENT BETWEEN EDGEWATER EAST COMMUNITY DEVELOPMENT
DISTRICT AND JCH CP, LLC REGARDING
THE MAINTENANCE OF IMPROVEMENTS ON DISTRICT PROPERTY**

THIS LICENSE AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____ 2025, by and between:

Edgewater East Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

JCH CP, LLC, a Florida limited liability company, whose mailing address is 283 Cranes Roost Boulevard, Suite 250, Altamonte Springs, Florida 32701 (“**Licensee**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Licensee has asked the District for a license to maintain trees, a dog waste station and a trash can installed by Licensee (“**Improvements**”) on the District’s property; and

WHEREAS, the District agrees to grant the Licensee a non-exclusive license for access and use of property within the District for the purpose of maintaining the Improvements located on the District property described in **Exhibit A**, attached hereto and incorporated hereby this reference (“**Property**”); and

WHEREAS, the District and the Licensee desire to set forth the terms of their mutual agreement regarding the access and use of the Property.

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. GRANT OF LICENSE. In exchange for a payment of Ten Dollars (\$10.00) and other valuable consideration, the District hereby grants to the Licensee a non-exclusive license over, upon, through, and across the Property for the purpose of maintaining the Improvements in full compliance with this Agreement, and applicable laws, regulations, and codes.

3. CONDITIONS ON THE LICENSE. The License granted in Paragraph 2, above, is subject to the following terms and conditions:

A. The Licensee’s access to and use of District property for the purposes contemplated by this Agreement is limited to the scope of the License granted herein and solely in the Property.

- B. The Licensee shall be fully responsible for the maintenance of the Improvements on the Property, including the cost thereof. Licensee agrees to maintain the Improvements throughout the term of this License.
- C. The District may terminate this License at any time, in its absolute and sole discretion and Licensee shall be entitled to no remuneration.

4. **ACCESS.** The District hereby grants the Licensee and its contractors the limited right to access the Property for the purposes described in this Agreement. The Licensee shall use all due care to accomplish its maintenance responsibilities without damage to the property of the District, including the Property, and its residents and landowners, or any District improvements. The Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's use of the Property under this Agreement, including any damage caused by the maintenance of the Improvements, and any such repairs shall be at the Licensee's sole expense. The provisions of this Paragraph 4 shall survive termination of this Agreement.

5. **EFFECTIVE DATE; TERM.** This Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated in accordance with Paragraph 6 below.

6. **REVOCATION, SUSPENSION AND TERMINATION.** The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide written notice to the Licensee of the suspension or revocation. The Licensee may terminate this Agreement upon written notice to the District. The Licensee shall not be entitled to any compensation, off sets, incidental costs or any other payment under this Agreement whatsoever. The provisions of Paragraphs 4 and 9 shall survive any revocation, suspension, or termination of this Agreement.

7. **INSURANCE.** The Licensee shall, at its own expense, maintain insurance during the term of this Agreement, with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage (including contractual) \$1,000,000/\$2,000,000. The District shall be named as an additional insured. The Licensee shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, authorized to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

8. **COMPLIANCE WITH LAWS, RULES AND POLICIES.** The Licensee shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Agreement and shall, upon request of the District, provide proof of such compliance.

9. **INDEMNIFICATION.**

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. The Licensee will defend, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee, its members, managers, agents, subcontractors or assigns in connection with the purposes of this Agreement.

C. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

10. SOVEREIGN IMMUNITY. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.

12. DEFAULT. In the event Licensee shall fail to perform any covenant, term, or provision of this Agreement, then the District shall have the right to immediately terminate this Agreement and shall entitle the District to all remedies available at law or in equity.

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

14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

15. ASSIGNMENT. Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void. Provided however, Licensee shall be permitted to assign this agreement to a homeowner's association associated with residential lots adjacent to the Property.

16. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Licensee shall act as an independent contractor. Neither the Licensee nor any individual employed by the Licensee in connection with the use of the Property are employees of the District under the meaning or application of any federal or state laws. The Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the Property. The Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and the Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

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

A. If to the District:

Edgewater East Community
Development District

2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32302
Attn: District Counsel 32301

B. If to the Licensee:

JCH CP, LLC
283 Cranes Roost Boulevard, Suite 250
Altamonte Springs, Florida 32701
Attn: _____

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

18. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

19. PUBLIC RECORDS. The Licensee acknowledges and agrees that all documents of any kind relating to this Agreement may be public records and shall be treated as such in accordance with Florida law.

20. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Osceola County, Florida.

21. ARM'S LENGTH NEGOTIATION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to

the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

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

24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

26. COUNTERPARTS. This Agreement 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 but one and the same instrument.

[Remainder of Page Left Blank, Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

(Signature of Witness)

By: _____
Print: _____
Its: _____

Witness:

JCH CP, LLC

(Signature of Witness)

By: _____
Print: _____
Its: _____

Exhibit A: License Property

Exhibit A
License Property

Tract A (Stormwater) of the HAVENFIELD AT CROSS PRAIRIE – PHASE 2 plat, found at Plat Book 34, Pages 102-106

And

Tract 2033 (Storm Water Management) and Tract 2048 (Open Space), of the EDEN AT CROSS PRAIRIE plat, found at Plat Book 33, Pages 37-42, of the Official Records of Osceola County, Florida.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

6

**FIRST AMENDMENT TO AGREEMENT FOR CROSS PRAIRIE PARKWAY NORTH FRAMEWORK
ROADWAY, PHASE 1, CIVIL SITE, BETWEEN THE EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT AND JR. DAVIS CONSTRUCTION COMPANY, INC.**

This First Amendment ("**First Amendment**") is made and entered into this ____ day of April, 2025, 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 ("**Owner**" or "**District**"), and

JR. DAVIS CONSTRUCTION COMPANY, INC., a Florida corporation, with a mailing address of 210 Hangar Road, Kissimmee, Florida 34741 ("**Contractor**").

RECITALS

WHEREAS, the District and Contractor previously entered into that *Agreement for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work, dated April 7, 2025* ("**Agreement**"); and

WHEREAS, pursuant to Section A-4.1 of the Agreement, the Parties desire to amend the Agreement in order to remove the requirement for the successful issuance of capital improvement bonds as a condition for the effectiveness of the Agreement or commencement of the Work; and

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

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

Section I. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.

Section II. The Agreement is hereby affirmed, and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Sections III and IV of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

Section III. Section 3 of the Agreement is hereby amended by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

3. SCHEDULE. Contractor shall commence the Work promptly after ~~Owner's successful issuance of capital improvement bonds to finance the improvements which are the subject of this Agreement and~~ Owner's (or Owner's engineer's) issuance of a written notice to proceed. Substantial Completion of the Work shall be two hundred sixty-two (262) calendar days of issuance of the notice to proceed ("Substantial Completion Deadline"). Final Completion of the Work shall occur on or before the date specified in General Condition A-3.4 ("Final Completion Deadline").

Section IV. Section 6 of the Agreement is hereby amended by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

6. DATE OF THIS AGREEMENT; EFFECTIVENESS. This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date its signature, the date the other party receives the signing party's signature will be deemed to be the date on which the signing party signed this Agreement and may be so noted on this Agreement. Notwithstanding the effective date of this Agreement, upon the execution of this Agreement, to the extent, if any, that Contractor or its Subcontractors have performed Work before the date of this Agreement, that Work and occurrences arising out of that Work are subject to this Agreement, including Contractor's obligations to maintain insurance. ~~This Agreement is contingent upon Owner's successful issuance of special assessment revenue bonds to finance the improvements which are the subject of this Agreement. No funds shall be due to the Contractor under this Agreement unless and until the Owner successfully issues special assessment revenue bonds to finance the improvements which are the subject of this Agreement.~~

Section V. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

[signatures next page]

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

JR. DAVIS CONSTRUCTION COMPANY, INC.,
a Florida corporation

Print Name: _____

By: _____
Its: _____

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

7



Winter Springs Office
3543 State Road 419
Winter Springs, FL 32708
407-327-7918
WinterSprings@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

Remit to: The Lake Doctors Inc.
PO BOX 20122
Tampa, FL 33622-0122

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE ()** _____

EMAIL ADDRESS _____

The parties hereto agree to follows:

- A. The Company agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
One (1) pond associated with **Edgewater East Clay Whaley, St. Cloud FL.**

Includes a minimum of Twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$170.00	Monthly
2.	Shoreline Grass and Brush Control Program	\$	INCLUDED
3.	Free Callback Service	\$	INCLUDED
4.	Monthly Written Service Reports	\$	INCLUDED
5.	Additional Treatments, if required	\$	INCLUDED
	Total of Services Accepted	\$170.00	Monthly

\$170.00 of the above sum-total shall be due and payable upon execution of this Agreement; the balance shall be payable in advance in monthly installments of **\$170.00** plus any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.
- D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **March 20, 2025.**
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: ___ MONTHLY ___ EVERY OTHER MONTH ___ QUARTERLY ___ SEMI-ANNUAL ___ ANNUAL

INVOICE TIMING: ___ BEGINNING OF THE MONTH ___ WITH SERVICE COMPLETION

EMAIL INVOICE: ___ YES ___ NO | If yes, provide invoice email: _____

EMAIL WORK ORDER: ___ YES ___ NO | If yes, provide work order email: _____

THIRD PARTY COMPLIANCE/REGISTRATION: ___ YES ___ NO

THIRD PARTY INVOICING PORTAL:** ___ YES ___ NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the Customer's responsibility to provide the information.*

REQUESTED START MONTH: _____ | **PURCHASE ORDER #:** _____

THE LAKE DOCTORS, INC.

CUSTOMER:

Signed _____ Date _____

Name _____

Jonathan Bandy - SALES MANAGER

Title _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
 - d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- 3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- 4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- 6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- 7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.
- 8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.
- 9) The Company shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming Customer as "Additional Insured" may be provided at Customer's request. Customer agrees to pay for any additional costs of insurance requirements over and above the standard insurance provided by the Company.
- 10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- 11) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- 13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner. If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action.
- 14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. **THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.**
- 15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.
- 16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 17) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.
- 18) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled to bring action for collection of monies due and owing under this Agreement. Customer agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- 19) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both the Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8A

This instrument was prepared by:

Kate V. John
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**DEVELOPMENT AGREEMENT – EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT**

THIS DEVELOPMENT AGREEMENT – EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (“Agreement”) is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

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 (“**District**”); and

THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE, whose mailing address is 1815 Big Oak Lane, Kissimmee, Florida 34746 (“**Landowner**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner is the owner of certain real property located in Osceola County and adjacent to Clay Whaley Road and Cross Prairie Parkway, as more particularly described in **Exhibit A (“Landowner Property”)**; and

WHEREAS, the District intends to develop the four way ultimate intersection at Clay Whaley Road and Cross Prairie Parkway, which includes but is not limited to six (6) lane road sections, required turn lanes, and traffic signals (“**Improvements**”) as part of that certain *Site Development Plan – Cross Prairie Parkway North (Construction Plan No. SDP22-0211)*, prepared by GAI Consultants, Inc. (“**Development Plan**”), and in accordance with the District’s Capital Improvement Plan, as described in the District’s *Engineer’s Report*, dated August 26,

2020, as supplemented by the *Supplemental Engineer's Report for Assessment Area 3 (ED-6S)*, dated January 9, 2025 (together, "**Engineer's Report**"); and

WHEREAS, a temporary construction easement adjacent to the existing right-of-way along Landowner's east property line is needed to construct the Improvements and the Landowner desires to grant the temporary construction easement to the District; and

WHEREAS, additional Clay Whaley Road right-of-way, located on a portion of the Landowner Property, is needed to construct the Improvements and the Landowner desires to convey the additional Clay Whaley Road right-of-way to the District via fee simple; and

WHEREAS, the District, after such conveyance, shall construct the Improvements in accordance with the Development Plan and any amendments thereto.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. DEVELOPMENT AGREEMENT.

- i. Landowner agrees to convey the additional Clay Whaley Road right-of-way to the District, as described in that Special Warranty Deed, attached hereto as **Exhibit B**. Upon execution of this Agreement, the Special Warranty Deed shall be executed by both Parties and recorded in the Official Records of Osceola County within thirty (30) days.
- ii. The District agrees to construct the ultimate intersection at Clay Whaley Road and Cross Prairie Parkway in accordance with the Development Plan.
- iii. Landowner agrees to grant the District a temporary construction easement adjacent to the existing right-of-way along Landowner's east property line, as described in that Temporary Construction Easement Agreement, attached hereto as **Exhibit C**. Upon execution of this Agreement, the Temporary Construction Easement Agreement shall be executed by both Parties and recorded in the Official Records of Osceola County within thirty (30) days.

3. DEFAULT. A default by a party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including

reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

7. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

9. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Landowner Property, binding upon the Landowner and its successors and assigns as to the Landowner Property or portions thereof.

10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties hereto.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

15. COUNTERPARTS. This Agreement 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, but 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE DEVELOPMENT AGREEMENT- EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT]

Executed as of the ____ day of April, 2025.

WITNESS

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

By: _____

Name: _____

Title: Chair/Vice-Chair, Board of Supervisors

By: _____

Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, Chair/Vice-Chair, Board of Supervisors of **EDGEWATER EAST COMMUNITY DEVELOPMENT 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 _____

(NOTARY SEAL)

Name: _____

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

[SIGNATURE PAGE DEVELOPMENT AGREEMENT- EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT]

Executed as of the ____ day of April, 2025.

WITNESS

**THE 2975 CLAY WHALEY ROAD LAND
TRUST, JACK DEL GIUDICE, AS TRUSTEE**

By: _____

Name: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2025, by _____, as
_____ of **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL
GIUDICE, AS TRUSTEE**, who appeared before me this day in person, and who is either
personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

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

EXHIBIT A
LEGAL DESCRIPTION OF THE LANDOWNER PROPERTY

**The East 1/2 of the SW 1/4 of the SW 1/4 of Section 16, Township 26 South,
Range 30 East, Osceola County, Florida. LESS and EXCEPT right of way for
Clay Whaley Road**

EXHIBIT B
SPECIAL WARRANTY DEED

Prepared by and after
recording return to:

Kate V. John
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed this ____ day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, ("Grantor"), whose post office address is 1815 Big Oak Lane, Kissimmee, Florida 34746; to **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida, created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("Grantee"), whose post office address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, all of the land described in **Exhibit A**, attached hereto and incorporated within ("Subject Property").

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO all matters of public record.

[Signature page to follow]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered as to the
Grantor in the presence of:

**THE 2975 CLAY WHALEY ROAD
LAND TRUST, JACK DEL GIUDICE,
AS TRUSTEE**

Signature

_____, as

Name: _____
Address: _____

Signature

Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of April, 2025 by _____, as _____ of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public
Print Name: _____
Notary Public - State of Florida
My Commission Expires: _____
Commission No: _____

(NOTARY SEAL)

[insert legal description]



EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Upon recording, this instrument should be returned to:

Kate V. John
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
[CLAY WHALEY ROAD AND CROSS PRAIRIE PARKWAY RIGHT OF WAY]

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this ____ day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, whose mailing address is 1815 Big Oak Lane, Kissimmee, Florida 34746 (“**Grantor**”), and **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 (“**District**,” and together with Grantor, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

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

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

WHEREAS, the District has requested that the Grantor grant to the District a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (“**Improvements**”), as set forth in the District’s improvement plan and in accordance with that certain *Site Development Plan – Cross Prairie Parkway North (Construction Plan No. SDP22-0211)*, prepared by GAI Consultants, Inc. (“**Development Plan**”), and the Grantor is agreeable to granting such an easement on the terms and conditions set for herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

2. EASEMENT; TERMINATION. The Grantor hereby grants to District a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements, as contemplated in the Development Plan (“**Easement**”). Upon acceptance of the Development Plan by the County, the Improvements shall be constructed in accordance with the Development Plan and any amendments thereto. District shall use commercially reasonable care to protect the Easement Area and adjoining property from damage resulting from District’s use of the Easement Area. The Easement shall terminate the earlier of: i) eighteen (18) months from the date of Execution of this Easement Agreement; or ii) the date of completion of the construction of the Improvements.

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

4. INSURANCE. District and/or any contractors performing work for District on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

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

6. LIENS. District shall not permit (and shall promptly satisfy) any construction, mechanic’s lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

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

Any rights granted hereunder shall be exercised by District only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule,

regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. District acknowledges that there are or may be existing facilities located within the Easement Area. District shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area, provided that the District can continue construction of the Improvements without delay or interference.

Nothing herein shall be construed to limit Grantor's rights to: i) use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns, provided that such use does not adversely affect in any way the construction, installation, or maintenance of the Improvements; or ii) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created, as contemplated herein. Grantor expressly agrees that it shall not interfere in any manner with the construction, installation, or maintenance of the Improvements, as contemplated in the Development Plan and any amendments thereto. This prohibition on interference includes, but is not limited to, obstruction, delay, or any actions that could impair or hinder the execution of the Development Plan.

8. DEFAULT. A default by the Grantor or District under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

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

10. NOTICES. All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection

of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

11. THIRD PARTIES. This Easement Agreement is solely for the benefit of the Grantor and District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and District any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

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

13. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

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

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

17. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

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

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

20. EFFECTIVE DATE. The effective date of this Easement Agreement shall be the date first written above.

21. COUNTERPARTS. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[signature pages follow]

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

**THE 2975 CLAY WHALEY ROAD
LAND TRUST, JACK DEL GIUDICE,
AS TRUSTEE**

Name: _____
Address: _____

By: _____
Its: _____

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of April, 2025, by _____ as
_____ of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee,
and who is either ☐ personally known to me, or ☐ produced _____ as
identification.

(NOTARY SEAL)

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

[Signature page 1 of 2]

WITNESSES:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Address: _____

By: _____
Its: Chair/Vice-Chair

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2025, by _____ as Chair/Vice-Chair of the Edgewater East Community Development District and who is either ☐ personally known to me, or ☐ produced _____ as identification.

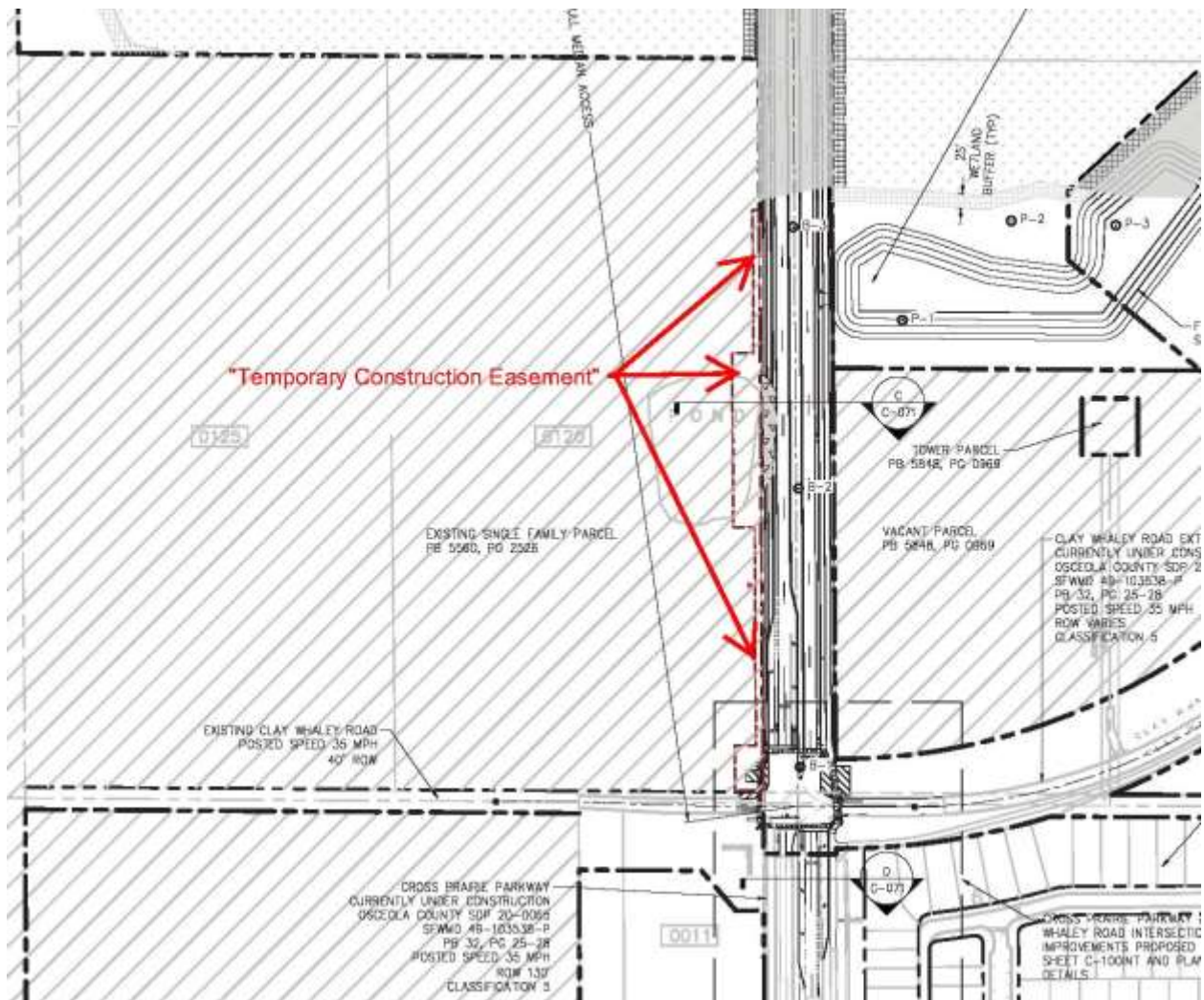
(NOTARY SEAL)

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

[Signature page 2 of 2]

Exhibit A
Legal Description of The Easement Area

[insert legal description]



Prepared by and after
recording return to:

Kate V. John
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed this ____ day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, ("Grantor"), whose post office address is 1815 Big Oak Lane, Kissimmee, Florida 34746; to **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida, created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("Grantee"), whose post office address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, all of the land described in **Exhibit A**, attached hereto and incorporated within ("Subject Property").

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO all matters of public record.

[Signature page to follow]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered as to the
Grantor in the presence of:

**THE 2975 CLAY WHALEY ROAD
LAND TRUST, JACK DEL GIUDICE,
AS TRUSTEE**

Signature

_____, as

Name: _____

Address: _____

Signature

Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of April, 2025 by _____, as _____ of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public

(NOTARY SEAL)

Print Name: _____

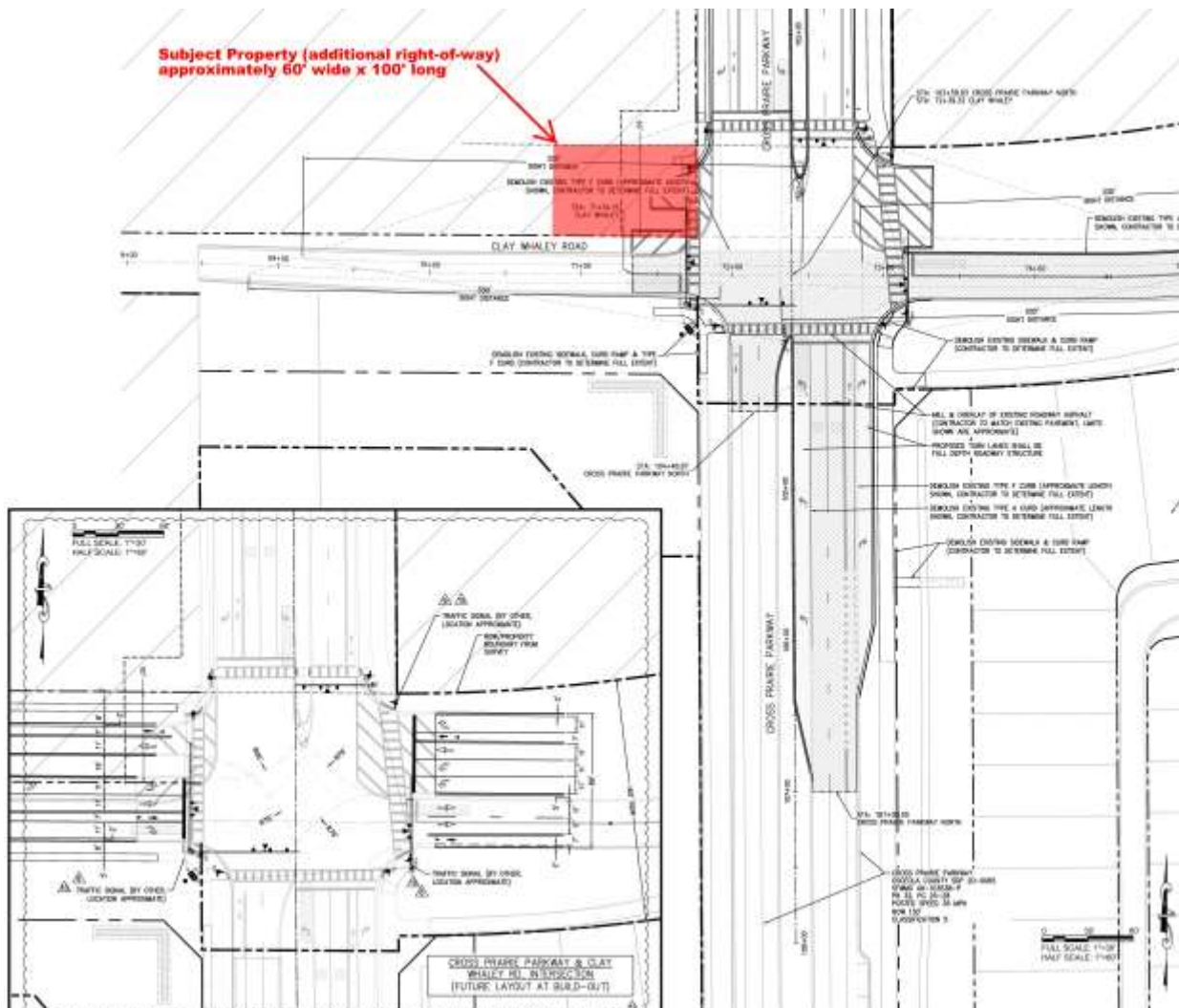
Notary Public - State of Florida

My Commission Expires: _____

Commission No: _____

Exhibit A Legal Description

[insert legal description]



Upon recording, this instrument should be returned to:

Kate V. John
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
[CLAY WHALEY ROAD AND CROSS PRAIRIE PARKWAY RIGHT OF WAY]

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this ____ day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, whose mailing address is 1815 Big Oak Lane, Kissimmee, Florida 34746 (“**Grantor**”), and **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 (“**District**,” and together with Grantor, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

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

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

WHEREAS, the District has requested that the Grantor grant to the District a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (“**Improvements**”), as set forth in the District’s improvement plan and in accordance with that certain *Site Development Plan – Cross Prairie Parkway North (Construction Plan No. SDP22-0211)*, prepared by GAI Consultants, Inc. (“**Development Plan**”), and the Grantor is agreeable to granting such an easement on the terms and conditions set for herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

2. EASEMENT; TERMINATION. The Grantor hereby grants to District a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements, as contemplated in the Development Plan (“**Easement**”). Upon acceptance of the Development Plan by the County, the Improvements shall be constructed in accordance with the Development Plan and any amendments thereto. District shall use commercially reasonable care to protect the Easement Area and adjoining property from damage resulting from District’s use of the Easement Area. The Easement shall terminate the earlier of: i) eighteen (18) months from the date of Execution of this Easement Agreement; or ii) the date of completion of the construction of the Improvements.

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

4. INSURANCE. District and/or any contractors performing work for District on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

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

6. LIENS. District shall not permit (and shall promptly satisfy) any construction, mechanic’s lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

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

(a) Any rights granted hereunder shall be exercised by District only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule,

regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. District acknowledges that there are or may be existing facilities located within the Easement Area. District shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area, provided that the District can continue construction of the Improvements without delay or interference.

(c) Nothing herein shall be construed to limit Grantor's rights to: i) use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns, provided that such use does not adversely affect in any way the construction, installation, or maintenance of the Improvements; or ii) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created, as contemplated herein. Grantor expressly agrees that it shall not interfere in any manner with the construction, installation, or maintenance of the Improvements, as contemplated in the Development Plan and any amendments thereto. This prohibition on interference includes, but is not limited to, obstruction, delay, or any actions that could impair or hinder the execution of the Development Plan.

8. DEFAULT. A default by the Grantor or District under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

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

10. NOTICES. All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection

of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

11. THIRD PARTIES. This Easement Agreement is solely for the benefit of the Grantor and District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and District any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

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

13. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

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

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

17. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

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

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

20. EFFECTIVE DATE. The effective date of this Easement Agreement shall be the date first written above.

21. COUNTERPARTS. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[signature pages follow]

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

**THE 2975 CLAY WHALEY ROAD
LAND TRUST, JACK DEL GIUDICE,
AS TRUSTEE**

Name: _____
Address: _____

By: _____
Its: _____

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of April, 2025, by _____ as
_____ of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee,
and who is either ☐ personally known to me, or ☐ produced _____ as
identification.

(NOTARY SEAL)

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

[Signature page 1 of 2]

WITNESSES:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Address: _____

By: _____
Its: Chair/Vice-Chair

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2025, by _____ as Chair/Vice-Chair of the Edgewater East Community Development District and who is either ☐ personally known to me, or ☐ produced _____ as identification.

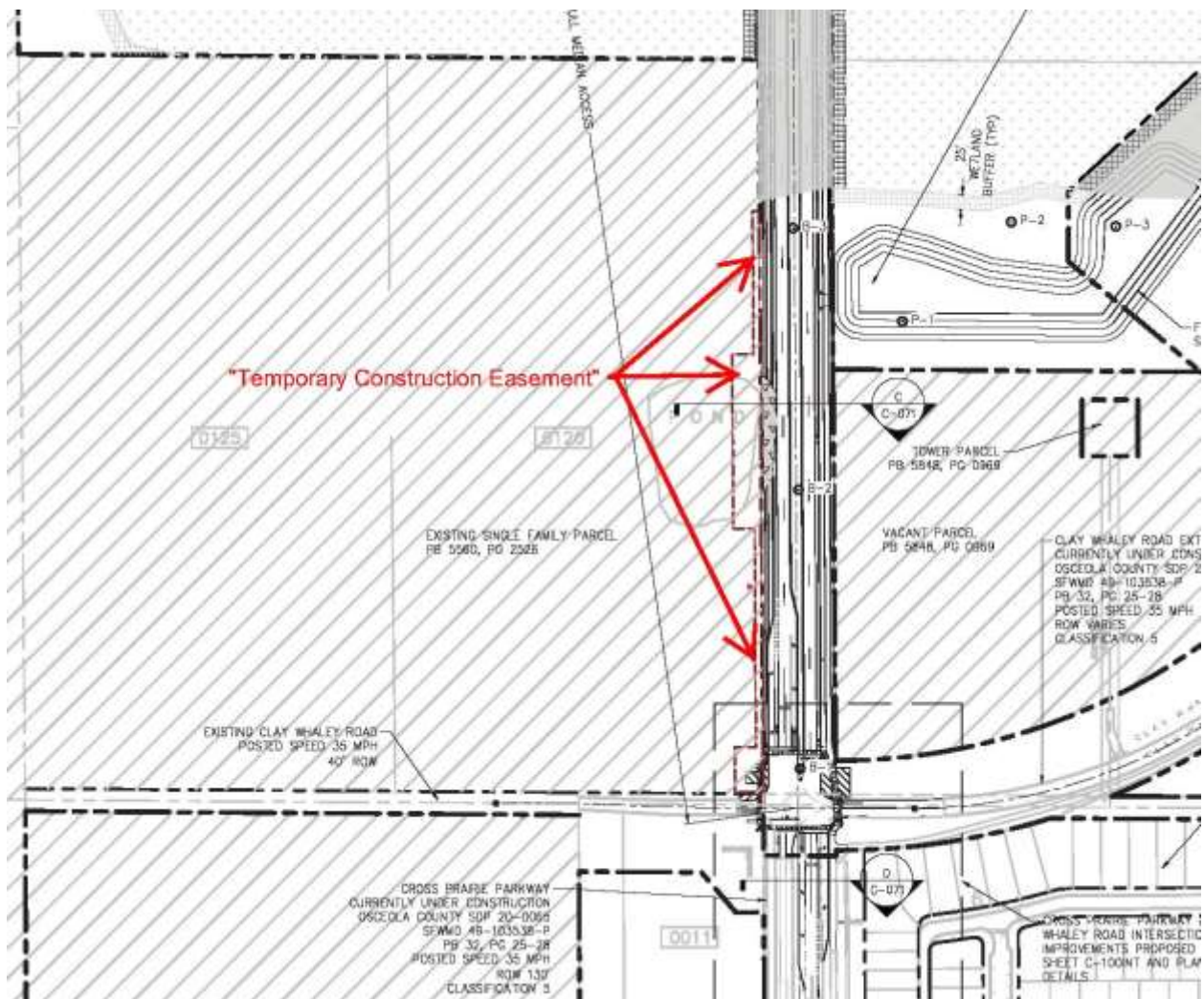
(NOTARY SEAL)

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

[Signature page 2 of 2]

Exhibit A
Legal Description of The Easement Area

[insert legal description]



EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8B

Prepared by and after
recording return to:

Kate V. John
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed this ____ day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, ("Grantor"), whose post office address is 1815 Big Oak Lane, Kissimmee, Florida 34746; to **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida, created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("Grantee"), whose post office address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, all of the land described in **Exhibit A**, attached hereto and incorporated within ("Subject Property").

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO all matters of public record.

[Signature page to follow]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered as to the
Grantor in the presence of:

**THE 2975 CLAY WHALEY ROAD
LAND TRUST, JACK DEL GIUDICE,
AS TRUSTEE**

Signature

_____, as

Name: _____
Address: _____

Signature

Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of April, 2025 by _____, as _____ of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public

(NOTARY SEAL)

Print Name: _____

Notary Public - State of Florida

My Commission Expires: _____

Commission No: _____

[insert legal description]



EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8C

Upon recording, this instrument should be returned to:

Kate V. John
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
[CLAY WHALEY ROAD AND CROSS PRAIRIE PARKWAY RIGHT OF WAY]

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this ____ day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, whose mailing address is 1815 Big Oak Lane, Kissimmee, Florida 34746 (“**Grantor**”), and **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 (“**District**,” and together with Grantor, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

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

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

WHEREAS, the District has requested that the Grantor grant to the District a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (“**Improvements**”), as set forth in the District’s improvement plan and in accordance with that certain *Site Development Plan – Cross Prairie Parkway North (Construction Plan No. SDP22-0211)*, prepared by GAI Consultants, Inc. (“**Development Plan**”), and the Grantor is agreeable to granting such an easement on the terms and conditions set for herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

2. EASEMENT; TERMINATION. The Grantor hereby grants to District a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements, as contemplated in the Development Plan (“**Easement**”). Upon acceptance of the Development Plan by the County, the Improvements shall be constructed in accordance with the Development Plan and any amendments thereto. District shall use commercially reasonable care to protect the Easement Area and adjoining property from damage resulting from District’s use of the Easement Area. The Easement shall terminate the earlier of: i) eighteen (18) months from the date of Execution of this Easement Agreement; or ii) the date of completion of the construction of the Improvements.

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

4. INSURANCE. District and/or any contractors performing work for District on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

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

6. LIENS. District shall not permit (and shall promptly satisfy) any construction, mechanic’s lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

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

(a) Any rights granted hereunder shall be exercised by District only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule,

regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. District acknowledges that there are or may be existing facilities located within the Easement Area. District shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area, provided that the District can continue construction of the Improvements without delay or interference.

(c) Nothing herein shall be construed to limit Grantor's rights to: i) use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns, provided that such use does not adversely affect in any way the construction, installation, or maintenance of the Improvements; or ii) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created, as contemplated herein. Grantor expressly agrees that it shall not interfere in any manner with the construction, installation, or maintenance of the Improvements, as contemplated in the Development Plan and any amendments thereto. This prohibition on interference includes, but is not limited to, obstruction, delay, or any actions that could impair or hinder the execution of the Development Plan.

8. DEFAULT. A default by the Grantor or District under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

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

10. NOTICES. All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection

of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

11. THIRD PARTIES. This Easement Agreement is solely for the benefit of the Grantor and District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and District any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

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

13. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

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

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

17. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

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

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

20. EFFECTIVE DATE. The effective date of this Easement Agreement shall be the date first written above.

21. COUNTERPARTS. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[signature pages follow]

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

**THE 2975 CLAY WHALEY ROAD
LAND TRUST, JACK DEL GIUDICE,
AS TRUSTEE**

Name: _____
Address: _____

By: _____
Its: _____

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of April, 2025, by _____ as
_____ of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee,
and who is either ☐ personally known to me, or ☐ produced _____ as
identification.

(NOTARY SEAL)

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

[Signature page 1 of 2]

WITNESSES:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Address: _____

By: _____
Its: Chair/Vice-Chair

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2025, by _____ as Chair/Vice-Chair of the Edgewater East Community Development District and who is either ☐ personally known to me, or ☐ produced _____ as identification.

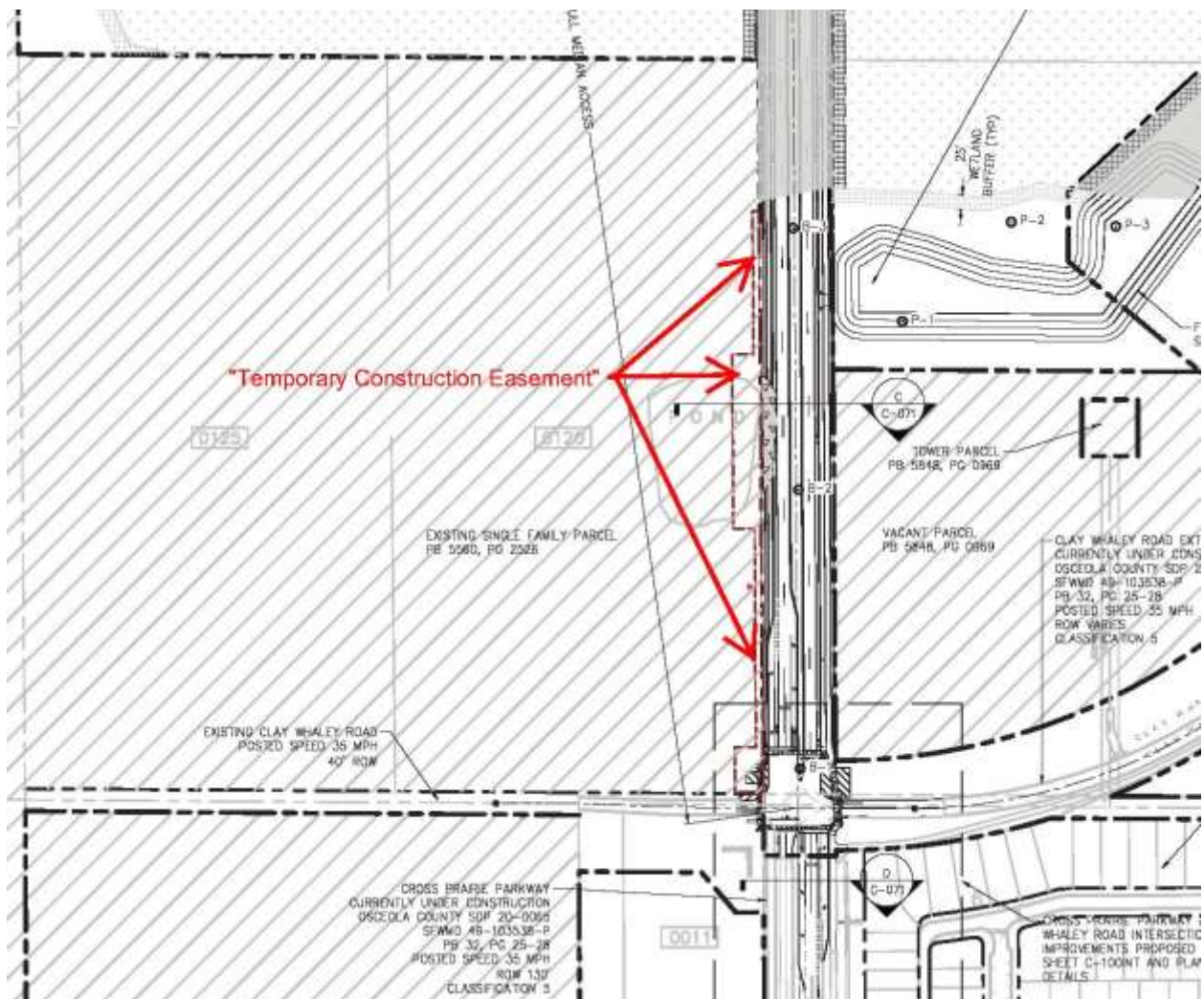
(NOTARY SEAL)

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

[Signature page 2 of 2]

Exhibit A
Legal Description of The Easement Area

[insert legal description]



EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

**AGREEMENT BETWEEN THE EDGEWATER EAST COMMUNITY DEVELOPMENT
DISTRICT AND VETERANS' ACQUISITIONS LLC D/B/A DOODYCALLS OF
ORLANDO, REGARDING THE PROVISION OF PET WASTE STATION
MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 18 day of March 2025, by and between:

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

VETERANS' ACQUISITIONS LLC, a limited liability company, d/b/a **DOODYCALLS OF ORLANDO**, with a mailing address of 5701 Surprise Lily Drive, Winter Garden, Florida 34787 ("Contractor," together with District, "Parties") .

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide pet waste station installation and maintenance services within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide pet waste station installation and maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional pet waste station installation and maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling

all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in Section 3 of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF SERVICES. The Contractor will provide the Services for the District as identified in **Exhibit A**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting

from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor an annual amount not-to-exceed **Ten Thousand Nine Hundred and Ninety Dollars (\$10,920)**, based upon 52 weekly Services visits at the rate of \$210.00 per visit. The term of this Agreement shall be from October 1, 2024, through September 30, 2025 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the

Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions

and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event

that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Edgewater East Community Development
District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Veterans' Acquisitions LLC d/b/a
DoodyCalls of Orlando
5701 Surprise Lily Drive
Winter Garden, Florida 34787
Attn: Jesse Johnson

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

the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, INFO@EDGEWATEREASTCDD.NET, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement 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, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

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

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Ernesto Torres

AE6196FB34D4464...

Secretary / Assistant Secretary

[Signature]
Chairperson, Board of Supervisors

WITNESS:

**VETERANS' ACQUISITIONS LLC, d/b/a
DOODYCALLS OF ORLANDO**

DocuSigned by:

Ernesto Torres

AE6196FB34D4464...

Witness

Jesse Johnson

By: 03/22/2025

Its: _____

Exhibit A: Scope of Services

Exhibit A: Scope of Services



SECTION 1: OFFICIAL PROPOSAL

PRICE AUTHORIZATION

This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiation, representations, or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. This contract is valid for October 1, 2024 – September 30, 2025. Any termination of this agreement will require 30 days of notice.

Contractor Name DoodyCalls of Orlando
Address 5701 Surprise Lily Dr
City, State, Zip Winter Garden, FL 34787
Telephone 407-967-3786
Date 02/01/2025

PROPOSAL A: Bi-Weekly Service with 21 waste removals

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment, and services necessary to perform the Pet Waste Station Services for the below stated project, for an annual fee of (inclusive of all state and local sales tax): BID SUMMARY			
SERVICES BID:			
Service Description	Unit	Unit Cost	Weekly Totals
Pet Waste Station Management – Every Other week	7 units	\$14.00/ea	\$98.00
Trash Removal Service – Every Other Week	14 units	\$10.00/ea	\$140.00
Total per Visit			\$238.00

Notes:

- Price includes costs associated with pet waste station roll bags utilized for single-use waste pickup from residents.
- Pet waste station price includes liners for the pet waste stations.
- Trash removal price includes 65-gallon trash replacement bag for each trash can.
- We also provide cleaning services which includes scooping of all common areas, dog parks, etc., for any remaining pet waste, litter, cigarette butts, etc. for an additional charge based upon the overall size of the area to be cleaned



- All DoodyCalls Doggie Waste Bags are 0.9 mm thick, making them one of the most tear-resistant bags available.

SECTION 2: OTHER REMARKS

DoodyCalls Additional Value-Added Services:

Value Added Suggestions and Services for your residents and Management staff.

- Incorporate or increase your "Pet Rent" policy onto existing, new, or renewing residents to help with the expense of the Pet Waste Management services
- Incorporate DoodyCalls waste removal services into your overall waste management allocation to the residents
- Provided copy of property Site Plan to give to residents showing location of pet waste stations. Updating as necessary with new installations
- Resident Compliance handout/mailout to help educate dog-owning residents on "Why you need to pick up after your pet". Typically includes letter from the management company stating "why" we made this investment, site map showing station locations, Pet Waste dangers, Pooper Scooper Law, etc

Why Doody Calls:

- We maintain and service your existing and future pet waste stations (replacement of can liners, litter bags, station maintenance)
- We sell, install, and service quality DC branded pet waste stations and waste baggies
- We clean and sterilize our equipment between scoopings (one property to the next)
- We will save you money on the expense of competitor litter bags and can liners
- We work with property management to design a pet waste station plan that meets Federal Fair Housing and American with Disabilities Act guidelines



- We will work with property management to drive resident compliance and enforce city "Pooper Scooper Law"
- Upon request, we leave with the office our Community Work Order form indicating our arrival on site and the products/services performed
- We communicate with management on any exterior observations we find during service visit
- We are fully insured and drive clearly marked DoodyCalls service vehicles
- Our employees are uniformed, courteous, and professional
- We are "GREEN" driven

Terms and Conditions

- Invoices will be sent monthly
- Payment terms NET 30

Important Notes:

- DoodyCalls of Orlando is fully Workers Compensation insured
- All technicians are BulliRay Dog Bite Precaution Certified
- We are an approved VIVE Vendor

Additional Added Services:

- A complimentary radius of 6 feet will be cleaned around each pet waste station during each service. This will include litter, pet waste, cigarette butts etc.

I would like to sincerely thank The **Edgewater East CDD** for the opportunity to offer our pet waste and litter management services as part of your overall amenities offering and resident acquisition/retention strategies. If you have any questions or comments regarding the **DoodyCalls** offer, please do not hesitate to contact me.

Thank you,

Jesse Johnson – Owner, DoodyCalls

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

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

Cross Prairie Parkway to Cord Avenue Offsite Force Main – Edgewater East CDD

CHANGE ORDER NO. 001

DATE: March 5, 2025

CONTRACTOR: Jr. Davis Construction Company, Inc.

OWNER: Edgewater East CDD

AGREEMENT DATE: January 6, 2025

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 13,269,799.34 .

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 13,269,799.34 .

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ 512,313.12 .

The new CONTRACT PRICE including this ORDER will be \$ 13,782,112.46 .

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

The new CONTRACT TIME Including this ORDER will be 270 days .

The date for SUBSTANTIAL COMPLETION of all work
will be October 2, 2025 .

CHANGES ORDERED:

I. GENERAL

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

PROJECT: Offsite Force Main Cross Prairie Parkway to Cord Avenue – Edgewater East CDD

PROJECT NO.: 4288-13-05

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

RFCO #1 for additional materials, and material changes associated with plan revisions from Osceola County, FDOT, and Toho Water Authority.

2. Justification

RFCO #1

Additional materials and material changes request by local governing agencies in order to make improvements to conform to updated requirements.

3. Payment

III. ORIGINAL CONTRACT SCOPE IMPACTED BY THIS CHANGE ORDER

1. Required Changes/Impact

Jack and bore under the Florida Turnpike changed from a Jack and Bore to a Directional bore with HDPE casing pipe. Open cut detail updated which increased road repairs. Added pressure pipe materials (Force Main and Reuse Main) per TWA request and or requirements.

2. Justification

These changes reflect the cost difference between the Bid Plans and Approved plans

3. Payment

Payments will be made as a lump sum basis per the prices listed in the request for change order on future pay requests as the work is completed in whole or part.

IV. PRIOR CHANGE ORDERS IMPACTED BY THIS CHANGE ORDER:

None

V. WAIVER

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

VI. APPROVAL AND CHANGE AUTHORIZATION

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

Change Order Request by:

Change(s) Ordered by:

RECOMMENDED BY:

Construction Manager

By [Signature]
Signature

Title CDD ENGINEER

Date 3-5-2025

APPROVED BY:

Edgewater East CDD

(Owner)

By [Signature]
Signature

Title: Vice Chair

Date 3/6/25

Edgewater East CDD

Hanson Walter and Associates, Inc.

ACCEPTED BY:

Contractor Jr. Davis Construction Co., Inc.

By [Signature]
Signature

Title President

Date 3-12-25

Michael Spain

Digitally signed by Michael Spain
DN: cn=Michael Spain,
email=mspain@hwa.com,
c=US,
o=Hanson Walter and Associates, Inc.
Reason: I have reviewed the
document.
Date: 2025.03.11 14:39:31-0400

By [Signature]
Signature

Title: Assistant Sect.

Date 3/6/25

END OF SECTION



Letter 02

February 26, 2025

ATTN: Mr. Pete Glasscock
Construction Manager
Hanson, Walter & Assoc. Inc.
8 Broadway, Suite 104,
Kissimmee, FL 34741

Project: Cross Prairie Parkway to Cord Avenue Offsite Force Main – Edgewater East CDD
JDC Project: 2225
RE: RFCO01 New Plans Adjustment

Mr. Glasscock,

As requested by Hanson Walter & Associates, please see the attached change order work associated with differences between Signed & Sealed plans in comparison to the Bid Plans.

Regards,

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

	Unit	Qty	\$ /Unit		
Jack & Bore Vs Directional Drill under TPK					
36" Steel Casng Bore and Jack w/20" carry pipe	LF	-289	\$	2,350.00	\$ (679,150.00)
20" PVC Force Main	LF	-431	\$	250.00	\$ (107,750.00)
Directional Drill SOV	LF	720	\$	1,075.00	\$ 774,000.00
Reclaim different connection and added length					
8" Wet Tap with Tapping Valve	EA	-1	\$	11,000.00	\$ (11,000.00)
Connect to existing GV gets approved	EA	1	\$	15,000.00	\$ 15,000.00
16" PVC Reclaim Water Main	LF	94	\$	180.00	\$ 16,920.00
16" 45o Bend	EA	4	\$	2,300.00	\$ 9,200.00
Open Cut	LF	15	\$	161.00	\$ 2,415.00
Plan Changes from 42+00 to 53+00					
Open Cut	LF	75	\$	161.00	\$ 12,075.00
5' Sidewalk Restoration	SY	488.89	\$	69.69	\$ 34,072.11
Sod Disturbed Areas	SY	-530.56	\$	3.00	\$ (1,591.68)
Aphalt Open Cut	LF	-400	\$	32.20	\$ (12,880.00)
Mill & Resurface	SY	-488.89	\$	35.00	\$ (17,111.11)
Sidewalk Replacement					
5' Sidewalk Restoration added through Intersections	SY	48.01	\$	69.69	\$ 3,345.95
5' Sidewalk Restoration from 134+00 to 152+00	SY	1000	\$	69.69	\$ 69,692.80
Mill & Resurface outside of bid plan Osceola County detail					
Mill & Resurface	SY	6840.43	\$	35.00	\$ 239,415.05
Geo Testing	LS	1	\$	4,000.00	\$ 4,000.00
MOT	DA	7	\$	2,000.00	\$ 14,000.00
Temp Paint and Thermo	LS	1	\$	35,000.00	\$ 35,000.00
Difference in quantities New Plan					
Connect to Existing 12" Force Main	EA	-2	\$	13,000.00	\$ (26,000.00)
12" PVC Force Main	LF	-30	\$	175.00	\$ (5,250.00)
12" Gate Valve	EA	-4	\$	5,400.00	\$ (21,600.00)
12" Wye	EA	-2	\$	5,500.00	\$ (11,000.00)
12" x20" Reducer	EA	-2	\$	5,400.00	\$ (10,800.00)
12" 45o Bend	EA	-2	\$	2,550.00	\$ (5,100.00)
Connect to Existing 20"	LS	1	\$	24,000.00	\$ 24,000.00
20" Wye	EA	-1	\$	16,000.00	\$ (16,000.00)
20" PVC Force Main	LF	80	\$	250.00	\$ 20,000.00
20" Gate Valve	EA	2	\$	20,000.00	\$ 40,000.00
20" 45o Bend	EA	-2	\$	9,500.00	\$ (19,000.00)
20" 22 1/2o Bend	EA	2	\$	8,500.00	\$ 17,000.00
8" Gate Valve	EA	2	\$	3,120.00	\$ 6,240.00
4" Gate Valve	EA	1	\$	2,070.00	\$ 2,070.00
End of Cord Ave existing CM pipe Deflection					
4" Air Release Valve	EA	1	\$	27,000.00	\$ 27,000.00
24" 45° Bend	EA	4	\$	9,500.00	\$ 38,000.00
Directional Drill Depth Increase					
30" Directional Drill Depth Difference	LF	75		708	\$ 53,100.00

\$ 512,313.12 Total

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS C

CONSTRUCTION AGREEMENT

Date: The later of the dates under the parties' signatures, per Section 6 below
Property: Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site
Work – Edgewater East CDD
Owner: Edgewater East Community Development District
Contractor: Jr. Davis Construction Company, Inc.

The undersigned Owner (the "Owner" or "District") wishes to engage the undersigned Contractor (the "Contractor") to perform certain work at the property identified above (the "Property").

Owner and Contractor consequently agree as follows:

1. DOCUMENTS INCLUDED IN THIS AGREEMENT. The term "Agreement" and/or "Contract Documents" collectively means this Construction Agreement and the following exhibits, including any drawings and specifications described in Exhibit B and E:

Exhibit A.	General Conditions
Exhibit B.	Work Description
Exhibit C.	Contractor's Proposal
Exhibit D.	Performance and Payment Bond
Exhibit E.	Specifications as listed in the table of contents of the Project Manual
Exhibit F.	Requirements for As-Built

2. SCOPE OF WORK. Contractor shall (a) perform the construction and services described in the Contract Documents (including the Work Description), and (b) provide any labor, documentation, services, materials, and/ or equipment required in the Contract Documents or that reasonably may be inferred from the Contract Documents as necessary to produce the end-product indicated in the Contract Documents (collectively, the "Work").

3. SCHEDULE. Contractor shall commence the Work promptly after Owner's successful issuance of capital improvement bonds to finance the improvements which are the subject of this Agreement and Owner's (or Owner's engineer's) issuance of a written notice to proceed. Substantial Completion of the Work shall be two hundred sixty-two (262) calendar days of issuance of the notice to proceed ("Substantial Completion Deadline"). Final Completion of the Work shall occur on or before the date specified in General Condition A-3.4 ("Final Completion Deadline").

4. COMPENSATION.

4.1 Contract Sum. As compensation in full for the Work and Contractor's other obligations under the Contract Documents, including all material, equipment, labor, and services necessary for the proper execution and Final Completion of the Work, Owner shall pay Contractor a fixed amount equal to Nine Million Seven Hundred Seventy-Five Thousand Seven Hundred Seventy-Five Dollars and Ten Cents (\$9,775,775.10) (this amount, as it may be adjusted as provided in this Agreement, the "Contract Sum").

4.2 Change Orders. In connection with adjustments to the scope of the Work that require a change to the Contract Sum under the Contract, such change to the Contract Sum will be calculated using the applicable unit prices in the Contract Documents. All unit prices included in the Contract Documents are considered complete (*i.e.*, they already include all costs of Contractor and its Subcontractors relating to the work in question, including a mark-up for profit and all overhead costs), and consequently if they are used in connection with change orders no additional mark-ups will be permitted.

5. INSURANCE. Before commencing any Work or permitting any Subcontractor to commence Work, Contractor shall provide Owner with a certificate of insurance evidencing the insurance required in Section A-8 of the General Conditions. The following (collectively, the "Additional Insureds") must be included as additional insureds under Contractor's and its Subcontractors' applicable insurance policies, on a primary and noncontributory basis: Owner; Edgewater Property Holdings, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, Edgewater Property Florida Holdings II, LLC, and Edgewater Property Florida Holdings III, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees. If requested by the District, Contractor shall add the City of Saint Cloud, Osceola County, and/or Toho Water Authority as additional insureds at no additional cost to the District.

6. DATE OF THIS AGREEMENT; EFFECTIVENESS. This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date its signature, the date the other party receives the signing party's signature will be deemed to be the date on which the signing party signed this Agreement and may be so noted on this Agreement. Notwithstanding the effective date of this Agreement, upon the execution of this Agreement, to the extent, if any, that Contractor or its Subcontractors have performed Work before the date of this Agreement, that Work and occurrences arising out of that Work are subject to this Agreement, including Contractor's obligations to maintain insurance. This Agreement is contingent upon Owner's successful issuance of special assessment revenue bonds to finance the improvements which are the subject of this Agreement. No funds shall be due to the Contractor

under this Agreement unless and until the Owner successfully issues special assessment revenue bonds to finance the improvements which are the subject of this Agreement.

7. **AGENT FOR APPROVAL OF PAY APPLICATIONS.** The District's agent for approval of pay applications is the District's engineer Hanson, Walter & Associates, Inc., Attn: Shawn Hindle, P.E., Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741; shindle@hansonwalter.com. Copies of pay applications and proposed change orders shall also be provided to Craig Wrathell at wraithellc@whhassociates.com.

OWNER:

Edgewater East Community Development District,
a local unit of special-purpose government

By: 
Name: Kevin Mays
Title: Chairman / Vice Chairman
Date: _____

Owner's address for notices:

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell
Email: wrathellc@whhassociates.com

*For any notice alleging any default by
Owner, Contractor shall as a condition to the
effectiveness of such notice send a copy of
the notice to the following address, by
reputable overnight carrier or registered or
certified mail:*

c/o Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Michael C. Eckert
Email: Michael.Eckert@kutakrock.com

CONTRACTOR:

Jr. Davis Construction Company, Inc.

By: 
Name: James B. Davis, Jr.
Title: President
Date: 3/4/25

Contractor's address for notices:

210 Hangar Road
Kissimmee, FL 34741
Attn: Mike Spain

Exhibit A

General Conditions

A-1. DEFINITIONS. Capitalized terms used but not defined in these Contract Documents will have the meanings given to those terms in the Agreement to which these General Conditions are attached. The following definitions also apply:

"CGI" means commercial general liability insurance and any associated excess or umbrella liability insurance.

"Contractor-Group Member" means Contractor, any Subcontractor, any person directly or indirectly employed by them, and any person for whose acts they may be liable.

"Contract Sum" is defined in Section 4 of the Construction Agreement.

"Final Completion" is defined as that point in the construction when all Work, including but not limited to punch-list items and site cleanup, has been satisfactorily completed thus enabling all withheld retainage to be finally disbursed, such that nothing more remains to be done by the Contractor in connection with the Work (except for surviving obligations such as warranties).

"Final Completion Deadline" is defined in Section A-3.4, below.

"Force Majeure" is defined in Section A-4.4 of the General Conditions.

"Laws" means all applicable federal, state, and local laws, statutes, ordinances, permits, codes (including building codes), rules, regulations, and orders of public and quasi-governmental authorities, as any of the foregoing may be issued or amended from time to time, including all OSHA regulations, laws applicable to labor and immigration, and requirements imposed by governmental inspectors. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

"Others" means any persons engaged by Owner or Property Owner directly or indirectly to perform work or services related to the Property or the Work, excluding Contractor-Group Members.

"person" means any natural person and any type of public or private entity.

"Project" means Owner's development project for the Property, of which the Work is a part.

"Project Manual" means the Project Manual for the Request for Proposals for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work, dated October 3, 2024, as may be amended.

"Property" is defined in the introductory paragraphs of the Construction Agreement.

"Property Owner" means Edgewater Property Holdings, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, Edgewater Property Florida Holdings II, LLC, and Edgewater Property Florida Holdings III, LLC,, and/or the successors in fee simple interest to the Property.

"Required Insurance" means Contractor's obligations under Section A-8 General Conditions, and any other insurance-related obligations of Contractor under this Agreement.

"Subcontractor" means any person retained by Contractor as an independent contractor to provide labor, materials, equipment, or services necessary to complete a specific portion of the Work, and their sub-subcontractors of every tier.

"Substantial Completion" is defined as the time at which the construction has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction (or the specified part thereof) can be utilized for the purposes for which it is intended.

"Substantial Completion Deadline" is defined in Section 3 of the Construction Agreement.

"Work" is defined in Section 2 of the Construction Agreement.

A-2. PAYMENT.

A-2.1 Invoices; Time for Payment; Joint Payment; Final Payment. Unless otherwise specifically provided in this Agreement, (a) Contractor shall submit its applications for payment on an AIA G702/703 form or a similar form acceptable to Owner, on a monthly basis and no later than the 20th day of the month, (b) the amount of each payment will be earned and calculated based on the percentage completion of the Work as determined by Owner or Owner's engineer, and (c) deposits and other advance payments for materials or equipment stored, whether on or off site, or not yet delivered to the Property will not be made except as Owner may otherwise agree. Notwithstanding any other provision of the Contract, Owner shall pay amounts due under this Agreement in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes ("**Prompt Payment Act**"). With Contractor's applications for payment, Contractor shall supply lien waivers, affidavits, and sworn statements for itself and all of its Subcontractors, which in each case must be in a form acceptable to Owner, and any other documentation requested by Owner. Contractor shall make payments due to Subcontractors within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. Owner may elect to make payments to Subcontractors directly or via joint checks. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes. Contractor's acceptance of final payment will constitute a waiver of all claims by Contractor relating to the Work or this Agreement except those previously and timely made in writing in accordance with Section A-4.2 and specifically identified by Contractor as unsettled in its final application for payment. Each monthly pay application shall include updated construction schedules.

A-2.2 Submission. Contractor shall provide pay applications to the District's Agent for approval at the address and email address listed in section 7 of the Construction Agreement with courtesy copies to: Craig Wrathell at wraithellc@whhassociates.com and Shawn Hindle at shindle@hansonwalter.com.

A-2.3 Retainage. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work and acceptance of the Work by the Owner, subject to any offsets to which the Owner is entitled. Procedures for withholding

and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes.

A-2.4 Warranty of Title; Payments to Subcontractors. Contractor warrants that title to any materials and equipment included in the Work covered by an application for payment will pass to Owner no later than the time of payment. Contractor further warrants that upon submittal of an application for payment, all Work for which applications have been previously issued and payments received from Owner will be free of liens, claims, security interests, and other encumbrances adverse to Owner's interests. Contractor shall pay when due all third-party obligations Contractor incurs in the performance of the Work. Owner is not responsible for payments to Subcontractors.

A-2.5 Liens. Contractor agrees that the Owner is a local unit of special purpose government and is not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner, any part of the Work or the Property on which the Work is performed, there are no lien rights available to any person providing materials or services for improvements in connection with the Work. Contractor shall keep the Property, the Work, and funds related to the Work free from all mechanics' and materialmen's liens (including stop payment notices) and all other liens, legal or equitable, arising out of the Work (any of the foregoing, a "Lien"). If any Lien is recorded or otherwise asserted by any Contractor-Group Member or any other person claiming by, through, or under Contractor, Contractor shall discharge or bond over the Lien to Owner's satisfaction, and cause it to be removed of record if it was recorded, within 15 days after it was recorded or served. If Contractor fails to do so, Owner may contact and negotiate with any claimants directly and may cure the Lien by such means as Owner deems appropriate (which may include paying the Lien amount directly to the claimant) and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including attorney fees, incurred by Owner in connection with the Lien and its cure. Contractor's obligations under this Section (a) include Liens arising out of claims by Contractor or Subcontractors for amounts Owner is withholding pursuant to this Agreement or otherwise disputes are payable and (b) will survive Final Completion and any earlier termination of this Agreement.

A-3. TIMING AND COMPLETION.

A-3.1 Commencement of the Work; Notice of Commencement. Contractor shall commence the Work on the date specified in Section 3 of the Construction Agreement. Contractor shall ensure that before commencement of any Work a notice of commencement, approved and signed by Owner, is recorded in the public records of the county in which the Property is located. Contractor shall post a certified copy of the recorded notice of commencement in a conspicuous and secure location at the Property prior to commencement of any Work, and shall maintain the same free of physical or moisture damage throughout the entire time of the Work.

A-3.2 Payment and Performance Bonds. Notwithstanding any other provision of the Agreement, before commencing the Work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Osceola County, Florida, a payment and performance bond with a surety insurer authorized to do business in the state of Florida as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. Such bond and/or security shall be for 125% of the Contract Sum and shall be in effect for a full year from the time of Final Completion. In addition, each bond shall be on an Owner-approved form and shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein." If requested by the District, the payment and performance bonds shall include a dual obligee rider naming the City of Saint Cloud, Osceola County and/or Toho Water Authority as dual obligee(s) at no additional cost to the District.

A-3.3 Timing and Completion, Generally. Contractor shall perform all Work expeditiously and with adequate forces, and shall complete the Work by the date specified in the Agreement. If requested by Owner, Contractor shall submit and periodically update a schedule for the Work, and shall comply with any schedule approved by Owner and achieve any milestones and completion dates indicated in that schedule (though the Final Completion Deadline can only be extended by a written change order signed by Owner). Except as this Agreement or Florida Statute may specifically provide otherwise or as Owner may otherwise determine, the Work will not meet Final Completion and any retainage will not be released until all Work has been completed to Owner's satisfaction (including correction of nonconforming or defective Work), applicable governmental authorities have issued any approvals required pursuant to Laws or Owner's agreement with such governmental authorities, and, to the extent the completed Work (e.g., roadways) will be turned over to any governmental authority, such governmental authority has approved and accepted the completed Work as being ready for such turnover. Time limits in this Agreement are of the essence.

A-3.4 Implementation of Section 218.735(7), Florida Statutes. Within thirty (30) days after Substantial Completion, the Owner's engineer shall inspect the Work and meet with Contractor to develop a list of items required to complete the Work in a complete, satisfactory and acceptable state ("Completion List"). Once the list is developed, the Owner's Engineer shall estimate the cost to complete each item on the Completion List and insert the price of each item on the Completion List. The Completion List must be delivered to Contractor after final development and review, and no later than fifty (50) days after Substantial Completion. Final Completion shall be thirty (30) days after delivery of the Completion List to the Contractor. Within twenty (20) days after delivery of the Completion List to the Contractor, Owner pay the Contractor the remaining contract balance that includes all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the Completion List. After the Contractor has satisfactorily completed all items on the Completion List, it may submit a payment request to the Owner for the remaining contract balance. If a good faith dispute exists as to whether one or more items identified on the Completion List have been completed pursuant to the Construction Agreement, Owner may continue to withhold up to one hundred fifty percent (150%) of the total costs to complete such items.

A-4. CHANGES AND CLAIMS.

A-4.1 Changes. Owner may issue written directives changing the Work, and upon receipt Contractor shall proceed with the changes. Contractor shall not perform work in addition to the Work, or perform Work that differs from the requirements of the Contract

Documents, unless Owner has issued a written directive changing the Work or the parties have executed a change order with respect to the additional or changed Work. The Contract Documents can only be amended or supplemented by a written change order or amendment signed by both parties, and cannot be amended or supplemented by implication, oral agreements, actions, inactions, or course of conduct. Contractor shall not make substitutions without Owner's prior written consent. Contractor shall be responsible for any costs associated with unapproved deviations from the Project Manual.

A-4.2 Claims for Additional Compensation or Time. The sole and exclusive circumstances under which the Contract Sum and Substantial Completion Deadline and Final Completion Deadline may be adjusted are those expressly identified in the Contract Documents. If Contractor wishes to request an increase in its time for completion of the Work or Contract Sum for any reason permitted in the Contract, Contractor must make a written request for that increase on or before the earlier to occur of (a) the date on which Contractor commences any Work that will be the basis of the claim (except in the case of an emergency) or (b) the date that is seven days after Contractor receives the written direction from Owner, or first learns of any other condition or occurrence, upon which the claim will be based. If a claim is not made within this period, it will be deemed to have been waived, regardless of whether Owner is in fact prejudiced by the failure to make a claim within this period. Merely notifying Owner of a condition or circumstance does not constitute making a claim. Except in the case of emergencies, if any Contractor-Group Member performs additional Work without Owner's prior written authorization or written agreement, Contractor will not be entitled to reimbursement for, and hereby waives any claim for an increase to the Contract Sum or additional time in connection with, the additional Work. Contractor will be entitled to additional compensation or time only to the extent, if any, determined by Owner, and without limitation will not be entitled to additional compensation or time to the extent that the basis of its claim is any negligent act or omission or intentional misconduct of any Contractor-Group Member, or the failure of any Contractor-Group Member to act reasonably or to comply with the Contract Documents (including any failure to observe or discover a condition that Contractor reasonably should have observed or discovered in taking the actions described in Section A-4.3).

A-4.3 Review of Documents and Field Conditions. Contractor represents that (a) it has, before executing this Agreement, carefully reviewed the Contract Documents (including any geotechnical report referenced in Exhibit B or otherwise) and any other documentation provided to Contractor regarding the Work or the worksite, inspected the worksite (including any improvements at the Property into which the Work will be incorporated and any facilities or conditions on which it will rely), become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents, (b) it has included in the Contract Documents all qualifications, exclusions, and reservations to the scope of the Work to be provided for the Contract Sum and within the required time that it knew of based on its investigations under this Section, or that a reasonable contractor performing Contractor's obligations under this Section would reasonably have known of, and (c) in executing this Agreement, Contractor is not relying on any statements or other representations of Owner or its agents with respect to the Property, the Project, or the Contract Documents except as expressly set forth in the Contract Documents. Contractor shall promptly report to Owner any errors, inconsistencies, or omissions it discovers in the Contract Documents or in any document or information provided by Owner or Others, and any defects it discovers in existing improvements (including the work of Others) that may affect the Work, though this notice will not relieve Contractor from its other obligations under the Contract Documents.

A-4.4 Force Majeure. Contractor will be entitled to an adjustment of the Substantial Completion Deadline and the Final Completion Deadline to the extent that Force Majeure directly delays the critical path of the Work, on condition that Contractor makes a timely and proper claim as provided in Section A-4.2 and subject to other terms and conditions of this Agreement. "Force Majeure" means catastrophic storms or floods, lightning, tornadoes, hurricanes, earthquakes, and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, epidemics, fires, and explosions, to the extent the same (a) is not attributable to the act or omission of any Contractor-Group Member, and (b) cannot reasonably be circumvented through the use of alternate sources, workaround plans, or other means. Contractor shall diligently endeavor to overcome Force Majeure, and, without limitation, shall proceed with any portion of the Work not affected by the Force Majeure.

A-4.5 Notification of Surety. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Sum or time for completion of the Work), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

A-5. REQUIREMENTS REGARDING PERFORMANCE OF WORK.

A-5.1 Standard of Care. Contractor shall perform the Work in accordance with the standard of care used by reputable contractors performing similar work for projects similar to this Project (though this standard of care does not affect any higher standard of care that would apply but for this sentence).

A-5.2 Providing Necessary Elements. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and Final Completion of the Work.

A-5.3 Persons Performing Work. Contractor shall ensure that all Work is performed and supervised by skilled and experienced personnel that are directly employed by Contractor or an approved Subcontractor. Contractor shall enforce strict discipline and good order among Contractor's employees and other Contractor-Group Members. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of Contractor's employees are Contractor's responsibility. Contractor shall comply with all Laws related to its employees, including Laws regulating workers compensation, social security, unemployment insurance, hours of labor, wages, and working conditions.

A-5.4 Safety; Repair of Damage. Contractor shall confine operations at the Property to areas permitted by Laws, the Contract Documents, and Owner. Contractor is solely responsible for and has sole control over (a) means, methods, techniques, and procedures for

the Work and (b) initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall maintain a safe worksite, shall take all necessary precautions for the safety and security of persons or property, and shall provide protection to prevent damage, injury, or loss to persons or property, including employees performing the Work, other persons that may encounter or be affected by the Work, the Work itself, work provided by Others, and any other personal or real property that may be affected by the Work. Contractor shall promptly and at its own expense repair and otherwise remedy damage and loss to property arising out of the Work. Among other requirements, the Contractor or Subcontractor performing trench excavation work for the Work shall comply with the applicable trench safety standards.

A-5.5 Hazardous Materials. Contractor is responsible for the proper delivery, handling, application, storage, removal, and disposal, in compliance with Laws, of all materials and substances brought to the Property by any Contractor-Group Member or otherwise used or consumed in the performance of the Work. If Contractor encounters any pre-existing hazardous materials at the Property, it shall immediately notify Owner and shall not disturb the hazardous materials unless otherwise directed by Owner.

A-5.6 Access to Work. Contractor shall provide Owner, its representative or designee, and Others with access to the Work in preparation and progress wherever located.

A-5.7 Cleaning. Contractor shall keep the worksite and surrounding area free from accumulation of debris and trash related to the Work, and shall comply with Owner's requests regarding cleaning. Upon Final Completion of the Work, Contractor shall remove all tools, construction equipment, machinery, and surplus material of Contractor-Group Members, and shall properly dispose of waste materials.

A-5.8 Warranty. Contractor warrants that all Work will be performed in a good and workmanlike manner, that all materials and equipment furnished under the Contract Documents will be of good quality and new, and that the Work will conform to the requirements of the Contract Documents and will be free from defects. This warranty will commence upon Final Completion or the earlier termination of this Agreement, and is in addition to any other warranty (and is not limited by any other warranty or any warranty disclaimer or limitation) required by law, included elsewhere in the Contract Documents, or issued by any Contractor-Group Member (including any manufacturer) at any time hereafter. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and Subcontractors. If an assignment of warranty requires the material supplier or Subcontractor to consent to same, then Contractor shall secure the material supplier's or Subcontractor's consent to assign said warranties to Owner.

A-5.9 Compliance with Laws; Permits. Contractor shall ensure that all Work is performed in accordance with Laws. If Contractor performs Work that it knows or should reasonably know is contrary to Laws, Contractor shall bear the costs attributable to correction. Contractor shall pay sales, consumer, use, and similar taxes that are legally required during the term of this Agreement, and the Contract Sum includes all such taxes required (whether or not yet effective or merely scheduled to go into effect) at the time when this Agreement is executed. Contractor shall obtain at the appropriate time the building permit and any other permits, licenses, inspections, or approvals for the Work required under Laws or otherwise necessary for proper execution and Final Completion of the Work. If the Contract Documents require any Contractor-Group Member to provide design services, Contractor shall procure those services from a licensed design professional retained by Contractor. Contractor represents that it and its Subcontractors are, and during the term of this Agreement will remain, fully qualified and licensed under Laws to perform the Work.

A-5.10 Liquidated Damages for Failure to Complete the Work. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed by the deadlines set forth in the Agreement, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- (a) Substantial Completion: Contractor shall pay Owner \$3,813.00 for each day that expires after the time (as duly adjusted pursuant to the Agreement) specified above for Substantial Completion, until the Work is substantially complete.
- (b) Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the required timeframe (as duly adjusted pursuant to the Agreement) for completion and readiness for final payment, Contractor shall pay Owner \$3,813.00 for each day that expires after such time until the Work is completed and ready for final payment.
- (c) Contractor and Owner acknowledge and agree that the liquidated damages set forth in the Agreement are based on the Florida Department of Transportation's (FDOT) published schedule of liquidated damages [as stated in Section 8-10.2 of the *Florida Department of Transportation, Standard Specifications for Road and Bridge Construction* (FY 2025-26)] and shall be adjusted in accordance with any increases or modifications to FDOT's published rates. The applicable rate shall be the rate in effect at the time of the delay or breach triggering Section A-5.10 of the Agreement.
- (d) Liquidated damages for failing to timely attain Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently.
- (e) Default days shall be counted in calendar days. Owner has the right to apply, as payment on such liquidated damages, any money Owner owes the Contractor. Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it. In the case of a default of the Contractor and the completion of the work by Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the work due to any unreasonable action or delay on the part of Owner.

A-5.11 Submittals. Contractor shall promptly prepare or review (as applicable), approve in writing, and submit to Owner (and, if

directed by Owner, its engineer) any shop drawings, product data, samples, and similar submittals required by the Contract Documents. The Owner shall have a period of seven (7) business days to respond to the submittals without schedule impacts. Contractor shall perform the Work in accordance with shop drawings, product data, samples, and other submittals approved by Owner, but Owner's approval will not excuse Contractor from the failure of any of these submittals to conform to any requirements of the Contract Documents.

A-5.12 Ethics. Contractor shall perform the Work with integrity, and shall disclose and avoid conflicts of interest. Contractor represents that it has not and shall not pay or receive any contingent fees or gratuities to or from any other person in connection with the Work.

A-5.13 Confidentiality. Contractor shall keep confidential, and shall require other Contractor-Group Members to keep confidential any documents or information relating to the Property, this Project (including any incidents or disputes arising out of the Work), or Owner or its affiliates that is identified by Owner as confidential and/or exempt under Florida's public records laws. Contractor shall not (and shall ensure that other Contractor-Group Members do not) use pictures of the Property, or identify the Property by name or address, in any advertisements or publicity without Owner's and Property Owner's written consent. This Section will survive Final Completion and any earlier termination of this Agreement.

A-5.14 Documentation. Contractor shall keep organized and detailed records, books, correspondence, drawings, receipts, subcontracts, purchase orders, and other documentation relating to the Work, including Subcontractors' evidence of insurance and lien waivers procured from Subcontractors. Contractor shall also maintain daily records regarding the Work, including information regarding manpower, Work in progress, accidents, and field observations. Contractor shall keep all of the foregoing documentation, and shall make this documentation available to Owner and its designees for inspection and copying in normal working hours, until three years after the earlier of Final Completion or the termination of this Agreement.

A-6. SUBCONTRACTORS. Contractor shall require Subcontractors, to the extent of their Work, to comply with Contractor's obligations in the Contract Documents. Before any Subcontractor commences Work, Contractor shall cause the Subcontractor to execute a written agreement that provides that Owner is an intended third-party beneficiary of the agreement and requires the Subcontractor, to the extent of its Work, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor the obligations that Contractor, by the Contract Documents, assumes toward Owner, to carry the insurance and make the waivers required of Contractor in Section A-8, and to impose these requirements on its sub-subcontractors. Each agreement with a Subcontractor must protect Owner's rights under this Agreement with respect to the Work to be performed by the Subcontractor, so that subcontracting that Work will not prejudice Owner's rights. Contractor is responsible for all Work performed by, and all acts and omissions of, Contractor-Group Members.

A-7. WORK BY OTHERS. Owner or Property Owner may perform work at the worksite via Others. Contractor shall cooperate with Others, coordinate its Work with any work of Others, perform its Work so as not to hinder, delay, interfere with, or damage any work of Others, and permit Others to store materials and equipment at the worksite and otherwise access the worksite.

A-8. INSURANCE.

A-8.1 Required Coverages. Contractor shall maintain the following minimum insurance with respect to the Work without interruption from the date of this Agreement through Final Completion, at any time thereafter when Contractor enters the worksite to perform corrective Work, and during any additional periods specified in this Agreement:

- (a) *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:
- (i) has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate or (B) the limits Contractor actually maintains;
 - (ii) provides coverage for claims arising out of or resulting from operations under this Agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor's indemnity obligations under Section A-9;
 - (iii) does not exclude or restrict coverage with respect to the following: (A) Additional Insureds under the Policy; (B) claims for property damage to the Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under Section A-9 arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of this particular Work (e.g., if the Work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the Work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);
 - (iv) includes the Additional Insureds identified in the Agreement as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (e.g., a combination of CG 20 10 and CG 20 37 or Equivalent) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to Owner; and
 - (v) applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

Contractor shall maintain its products-completed operations coverage for the greater of three years after Final Completion of the Work or the time during which a claim arising out of the Work may be properly asserted under the applicable statute of limitations or

repose (such applicable period, the “Repose Period”), and shall include the Additional Insureds as additional insureds during this period, on a primary and non-contributory basis.

- (b) *Automobile liability insurance*, covering vehicles owned by Contractor and non-owned vehicles used by Contractor or anyone for whose acts Contractor is responsible, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Contractor shall cause the Additional Insureds to be included as additional insureds under this policy on a primary and non-contributory basis. If the Work will involve hauling or transporting waste materials, hazardous material, hazardous substances or any other environmentally regulated substances that require a regulated manifest, Contractor shall also obtain CA-9948 and MCS-90 endorsements.
- (c) *Workers compensation and employers liability insurance* for all persons that perform Work for Contractor or anyone for whose conduct Contractor is responsible. The workers compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than \$1,000,000 each employee – each accident, \$1,000,000 each employee – each disease, and \$1,000,000 policy limit.
- (d) *Commercial excess or umbrella liability insurance* with respect to Contractor’s CGL, automobile, and employers liability insurance, with a limit of not less than **\$5,000,000** each occurrence and annual aggregate. This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor’s CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation as required in Section A-8.3. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits in this Section A-8.1 for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this Section A-8.1 is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.
- (e) *Professional liability insurance*, if the Work includes any professional services, with limits of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. If Contractor performs the professional services, then it shall carry this insurance; if a Subcontractor performs the services, then Contractor shall require the Subcontractor to carry this insurance. In either case this insurance, if required, must be retroactive to the date of the commencement of the professional services and must be maintained for at least three years after Final Completion or the earlier termination of this Agreement.
- (f) *Contractors’ pollution liability insurance* (or “contractor’s pollution indemnity insurance”) covering losses caused by pollution conditions that arise from the Work, with limits of not less than \$2,000,000 per loss and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the Work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.
- (g) *Property insurance* covering the full replacement value of rented or owned job trailers, machinery, tools, equipment, and other property used by Contractor or Subcontractors and not destined to become a part of the completed construction, and Work (including materials and equipment) until the risk of loss passes to Owner at Final Completion, and Contractor hereby waives, and shall require its Subcontractors (including lessors of equipment and the owners of any borrowed items) to waive, all claims against the Additional Insureds, any tenants at the Property, Others, and their employees, for loss or damage to these items, regardless of the cause. Except to the extent a loss is covered by insurance proceeds paid to Owner, Contractor bears the risk of loss and damage to the Work (including any materials incorporated or to be incorporated as part of the Work) until the date when the Work is completed.

A-8.2 Subcontractors’ Insurance. Contractor shall by written agreement require its Subcontractors to maintain the insurance and make the waivers required of Contractor in this Section A-8, subject to individual exceptions to the extent specifically agreed by Owner in writing on a case-by-case basis.

A-8.3 Insurance Requirements. Required Insurance must, unless otherwise agreed in writing by Owner, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the Work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the Work, will be borne solely by Contractor, and Contractor shall reimburse Owner for amounts paid by Owner or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and Others for damage occurring on or after the date on which this Agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-Group Members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of \$250,000 (or \$100,000 for professional liability) except with Owner’s written approval.

A-8.4 Evidence of Insurance. Contractor shall provide to Owner a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the Work; (b) upon renewal or replacement of each required policy of insurance; and (c) upon Owner’s written request. Contractor shall require Required Insurance policies to provide Owner with at least 30 days’ written notice of cancellation (or 10 days’ written notice if cancellation is due to non-payment of premium), and in

any event shall ensure that Owner is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Owner's failure to require Contractor to provide evidence of Required Insurance, or Owner's acceptance of evidence that indicates insurance that fails to satisfy any requirements of this Agreement, will not constitute a waiver of these requirements. Before permitting any Subcontractor to commence Work at the Property, Contractor shall obtain a certificate of insurance from that Subcontractor evidencing its compliance with the requirements of this Agreement. If Contractor fails to have secured and maintained the required insurance, the Owner has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

A-9. INDEMNITY; SOVEREIGN IMMUNITY. To the fullest extent permitted by Laws, Contractor shall indemnify and defend the Additional Insureds from claims, damages, liabilities, losses, and expenses, including attorneys' fees and dispute-related expenses (collectively, "Claims"), to the extent arising out of (a) performance of the Work, but only to the extent caused by the negligent acts or omissions or willful misconduct of Contractor or a Contractor-Group Member or (b) Contractor's breach of this Agreement. In claims against any indemnified person by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnity obligation in this Section will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts. Contractor's obligations under this Section (a) do not negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a person described in this Section, and (b) will survive Final Completion and any earlier termination of this Agreement. Nothing in the Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

A-10. CORRECTION OF DEFECTIVE WORK.

A-10.1 Correction of Work Before Completion. Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of the Contract Documents. Contractor shall bear the cost of correcting any rejected Work, including the costs of uncovering, replacement, and additional testing. Owner will be deemed to have accepted defective or nonconforming Work only if it does so expressly and in writing, and acceptance of defective or nonconforming Work will not be implied by a progress payment or final payment, by any inspection or testing of the Work, by any course of dealing or oral acceptance, or by partial or entire use or occupancy of the completed Work by Owner or others.

A-10.2 Correction of Work After Completion. For one year after Final Completion of the Work or the earlier termination of this Agreement and during any longer correction period provided elsewhere in the Contract Documents (including during any longer "warranty period" described elsewhere in the Contract Documents or in any separate warranty document issued hereafter), Contractor shall at its own expense within five days after Owner's notice of repair or replace, as directed by Owner, (a) any portion of the Work that is defective in workmanship or material or otherwise is not in accordance with the Contract Documents (including applicable drawings and specifications) or other warranties in the Contract Documents, and (b) any other resulting damage. Neither this Section nor any "warranty period" described elsewhere in the Contract Documents is to be construed to establish a period of limitation with respect to Section A-5.8 or any other obligations Contractor has under the Contract Documents.

A-10.3 Owner's Right to Cure Failures. If Contractor fails to perform the Work in accordance with the Contract Documents or otherwise fails to comply with any requirement of the Contract Documents, and either the situation constitutes an emergency or Contractor does not cure the failure to Owner's satisfaction within five days after it receives notice from Owner of the failure, then Owner may at Contractor's expense (and in addition to any other remedies available to Owner) arrange for the failure to be cured by whatever means Owner may choose and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including attorney fees, incurred by Owner in connection with the cure. Owner may also issue a written order to Contractor to stop the Work, or any portion of the Work, until the failure is cured, and Contractor will not be entitled to any time extension or increase to the Contract Sum due to the Work stoppage. Owner has no obligation to exercise its rights under this Section for the benefit of Contractor or any other person. This Section will survive Final Completion and any earlier termination of this Agreement.

A-10.4 Construction Defects. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

A-11. SUSPENSION AND TERMINATION.

A-11.1 By Owner, for Cause. Owner may terminate this Agreement for cause, upon seven days' written notice (or any longer period Owner may elect to specify in its notice), if Contractor (a) refuses or fails to supply enough properly skilled workers or proper materials, (b) fails to make payment to Subcontractors for materials or labor in accordance with this Agreement and the respective agreements between Contractor and its Subcontractors, (c) disregards Laws, or (d) otherwise breaches a provision of this Agreement. Upon this termination, (i) Owner may take possession of the worksite and of all materials thereon owned by Contractor and finish the Work by whatever method Owner may deem expedient, and (ii) Contractor will not be entitled to receive further payment (if any is due) until the Work is finished (except to the extent such is inconsistent in any way with Florida's Prompt Payment Act, such Prompt Payment Act shall control).

A-11.2 By Owner, for Convenience. Owner may at any time, for Owner's convenience and without cause, suspend or postpone any portion of the Work or terminate this Agreement. Unless otherwise specified in Owner's written notice, any such suspension or termination will be effective immediately. If Owner terminates for convenience, Contractor will be entitled only to the greater of (a) the

portion of the Contract Sum earned through the date the termination becomes effective and not previously paid, including release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed and (b) \$100, and will not be entitled to overhead or profit on Work not executed or to any other amounts, including termination-related expenses or any other consequential damages of any kind. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. A termination by Owner under this Section will not constitute a waiver of any claims Owner may have against Contractor, or prejudice any other right or remedy available to Owner.

A-11.3 By Contractor. Contractor, as its sole remedy for Owner's failure to make timely payments of amounts not subject to dispute as required in this Agreement (other than rights under Laws that cannot be waived), may suspend the Work or terminate this Agreement, but only if such amounts remain unpaid for 90 days after the payment period provided in this Agreement expires. For any other default of Owner, Contractor may suspend the Work or terminate this Agreement only if Owner fails to cure the default within 30 days (or such longer period as may be necessary for Owner exercising diligent efforts to cure the default) after Contractor notifies Owner of the default and of Contractor's intention to suspend or terminate this Agreement if Owner does not cure the default. In each case Contractor's suspension or termination notice (a) must be delivered via reputable overnight carrier or registered or certified mail, (b) will be effective 14 days after Owner receives the notice stating that Contractor is terminating the Agreement or suspending the Work (as applicable), and (c) will not be effective if Owner cures the failure within this period. If Contractor elects to suspend initially under this Section then on and after the date the suspension becomes effective pursuant to this Section the Contractor may thereafter terminate this Agreement upon seven additional days' written notice, except this Agreement will not terminate and Contractor shall resume the Work if Owner cures the default before the termination becomes effective. To the extent this Section A-11.3 is inconsistent in any way with Florida's Prompt Payment Act, such Prompt Payment Act shall control.

A-12. PROVISIONS RELATED TO DISPUTES.

A-12.1 Performance During Disputes. Except as provided in Section A-11.3, Contractor shall continue performing the Work without interruption notwithstanding any dispute arising out of or related to the Work or this Agreement, and if Contractor continues performing then Owner shall continue to make payments of amounts not subject to dispute or withholding.

A-12.2 Attorneys' Fees. Should any claim, action, or proceeding be commenced between the parties arising out of or relating to the Work or this Agreement, the party substantially prevailing in the claim, action, or proceeding will be entitled to recover from the other party its reasonable attorneys' fees and other expenses incurred in connection with the claim, action, or proceeding.

A-12.3 JURY TRIAL WAIVER. IN CONNECTION WITH ANY LITIGATION RELATED TO THE WORK OR THIS AGREEMENT, THE PARTIES WAIVE ALL RIGHTS TO HAVE THE DISPUTE RESOLVED IN A TRIAL BY JURY.

A-12.4 Governing Law. The Laws of the State in which the Property is located, without giving effect to principles of conflicts of laws, govern all disputes arising out of this Agreement, including all tort claims. All actions and disputes shall be brought in the proper court and venue, which shall be in or for the Florida county in which the Property is located.

A-12.5 Remedies. Except where this Agreement provides that a remedy is a party's sole remedy, the rights and remedies granted to the parties in this Agreement are in addition to, and are not to be construed as a limitation of, any rights and remedies available to the parties under Laws, by special warranty or guarantee, or by other provisions of this Agreement.

A-12.6 Personal Liability. None of Owner's or Property Owner's direct or indirect affiliates, members, partners, managers, agents, or representatives, and none of the officers, directors, shareholders, supervisors, staff, lawyers, managers, engineers, consultants, agenda, subcontractors or employees of Owner or of any of the foregoing, will have any personal liability under or in connection with this Agreement, and Contractor shall not name them in or seek to join them in any action related to the Work or this Agreement.

A-12.7 Waiver. Under no circumstances will Contractor be entitled to recover any amounts for lost productivity, inefficiency, out-of-sequence work, stacking of trades, idle equipment, lost profits, extended home office overhead, interest (except to the extent waiver of interest is prohibited by Florida Statute, including section 218.75, Florida Statute), or any other indirect costs, and Contractor hereby waives any right to claim such costs under this Agreement or otherwise with respect to the Work.

A-12.8 Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement will be enforceable to the fullest extent permitted by Laws.

A-13. TAX-EXEMPT DIRECT PURCHASES. Owner and Contractor agree that the Owner may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the Work performed according to the Agreement. In such event, the following conditions shall apply:

A-13.1 Owner represents to Contractor that the Owner is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.

A-13.2 Owner may elect to implement a direct purchase arrangement whereby the Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the Work directly from the suppliers to take advantage of Owner's tax exempt status.

A-13.3 Prior to purchasing any materials, the Contractor shall contact Owner to determine which materials will be treated as Direct Purchase Materials.

A-13.4 Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to Owner; (3) payment of the vendor's invoice will be made directly by Owner to the vendor from public funds; (4) Owner will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) Owner assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate

of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

A-13.5 Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Owner shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by Owner and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

A-13.6 Upon delivery of the Direct Purchase Materials to the jobsite, Owner shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials.

A-13.7 Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers from public funds.

A-13.8 Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products. All warranties, bonds, and other forms of indemnification provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

A-13.9 Owner shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

A-14. INTERPRETATIONAL MATTERS.

A-14.1 Interpretation of Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and Final Completion of the Work by Contractor. If Contractor becomes aware of any inconsistencies, ambiguities, conflicts, omissions, or errors in or between portions of the Contract Documents, Contractor shall promptly (and in any event before proceeding with Work based on the discrepancy) submit the matter to Owner for clarification. The different provisions of the Contract Documents are complementary, and unless Owner determines otherwise in an individual case (a) what is required by one is as binding as if required by all and (b) with respect to inconsistencies or conflicts within or between parts of the Contract Documents, or between the Contract Documents and Laws, Contractor shall provide the greater quantity of Work and comply with the more stringent requirement. The purpose of any attached proposal from the Contractor and/or any attached qualifications/exclusions/clarifications/work description document provided by the Contractor (e.g., as Exhibit C) is solely to define the scope of the Work, and consequently, except as Owner may otherwise determine in any particular case, any other provisions or limitations of any kind in any such documents are null and are not part of this Agreement.

A-14.2 Entire Agreement. This Agreement represents the entire and integrated agreement between Owner and Contractor with respect to the Work, and supersedes and replaces any existing written or oral agreements between the parties regarding the Work. Notwithstanding the foregoing, and except as Owner may otherwise determine, this Agreement does not abrogate Contractor's responsibility for any prior signed statements or agreements provided or made by Contractor for Owner's benefit.

A-14.3 Third-Party Beneficiaries. Nothing in this Agreement gives any person other than Contractor any rights against Owner, whether as a third-party beneficiary or otherwise.

A-15. GENERAL PROVISIONS.

A-15.1 Ownership of Documents. Owner will own any drawings, reports, or other documents, in whatever format, provided by Owner or its consultants, or produced by Contractor or Subcontractors, in connection with the Work. Contractor shall, upon Owner's request, promptly provide Owner with copies of these documents in Contractor's possession or control, in the requested format.

A-15.2 Status of Contractor. Contractor is acting under this Agreement solely as an independent contractor, and not as an employee, partner, or joint venturer. Contractor has no authority to act for or otherwise bind Owner.

A-15.3 Expenses. Except as specifically provided in this Agreement, Contractor shall perform its obligations under this Agreement at its own expense.

A-15.4 Notices. Notices, requests, and other communications related to this Agreement must be in writing and will be effective when delivered (even if delivery is rejected) to the address for the recipient party below its signature to the Agreement (as modified by that party's written notice to the other party that its address has changed) or when the written notice is otherwise actually received by the recipient party.

A-15.5 Assignment. Contractor shall not assign or transfer its interest in this Agreement or assign or transfer any of its rights (including rights to payment), claims, or obligations arising out of related to the Work or this Agreement or delegate any obligations under this Agreement in whole or part, by operation of law or otherwise (other than engaging Subcontractors as provided in this Agreement), without first obtaining Owner's written consent. Any assignment without Owner's written consent is void, unless Owner elects otherwise. Owner may without Contractor's consent assign this Agreement, in whole or in part, to a lender, purchaser, affiliate, or other person, on an exclusive or non-exclusive basis, and without limitation may assign only Owner's rights with respect to Contractor's warranty and correction obligations.

A-15.6 Waivers. Owner's failure to insist upon compliance with any requirement of the Contract Documents at the time it learns of the noncompliance will not constitute a waiver of Owner's rights in connection with the noncompliance. A proper written waiver by Owner will only be applicable to the specific provision and instance to which it is related, and will not be deemed to be a continuing or future waiver.

A-15.7 Counterparts. The parties may sign this Agreement in separate counterparts, and this Agreement will be deemed fully executed when each party has signed and delivered at least one counterpart even though no single counterpart contains the signature of both parties. Signatures may be sent via electronic means, including fax or attachment to an email, and exchange of original signatures is

not necessary.

A-15.8 Electronic Copies. Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks (such documents in such format, "Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the parties in accordance with the applicable rules of evidence, and neither party will object to the admissibility of the Imaged Agreement on the basis that it was not originated or maintained in documentary ("hard copy") form.

A-15.9 As-Builts. Contractor shall be required to provide surveyed as-built drawings in compliance with the requirements of Exhibit F.

A-15.10 Public Records. The Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the Owner; and 4) upon completion of the contract, transfer to the Owner, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

A-15.11 Restrictions on Removal of Fill Dirt from Work Site. Contractor acknowledges that all fill material shall remain on-site. Fill material shall not be removed from the project site without the written consent of the Owner (or its engineer).

A-15.12 Stormwater Management.

A-15.12.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Work in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor-Group Member shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor-Group Members' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP. Such failures shall constitute a material breach of this Agreement.

A-15.12.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor-Group Members regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Work. Prior to commencing the Work or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Storm Water Compliance Representative to request information on storm water management for the Work. Contractor and Contractor-Group Member shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor-Group Members who will be working on the Work.

A-15.12.3 Contractor shall require Contractor-Group Members to immediately notify Contractor and Owner of any source pollutants that Contractor-Group Members intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor-Group Members on the worksite immediately notify Contractor and Owner of any corrections or recommended changes to the

SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor-Group Members shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the Final Completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

A-15.12.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor-Group Members at all times comply with, the most current version of the SWPPP. Contractor and Contractor-Group Members shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the “best management practices,” and Contractor shall implement “best management practices” to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor’s and Contractor-Group Members’ personnel are appropriately trained in the appropriate “best management practices”, and trained to comply with the SWPPP and with all applicable laws and regulations.

A-15.12.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a “best management practice” or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of five (5) years following Final Completion of the Work, or longer as required by applicable law.

A-15.12.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner’s sole and absolute discretion, to require Contractor to reimburse Owner for the costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such costs within ten (10) days after receiving Owner’s written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default.

A-15.13 E-Verify; Scrutinized Company Statement; Audit Cooperation.

A-15.13.1 The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The Owner may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes.

A-15.13.2 If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request.

A-15.13.3 In the event that the Owner has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner. Further, absent such notification from the Owner, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

A-15.13.4 By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

A-15.13.5 The Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

A-15.13.6 The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

[End of Exhibit]

Exhibit B

Work Description

Project Overview:

The provision of labor, materials, equipment, and construction services necessary for the District's Cross Prairie Parkway North (CPP-North) Framework Roadway, Phase 1, Civil Site Work ("Project"). The Project will require 4-lane full roadway section construction of approximately 0.54 miles of Framework Roadway extending south from Clay Whaley Road to the southern property line of the proposed Edgewater East Urban Center within the Edgewater East community. Construction to include utility trunk lines with connection at Clay Whaley Road (approx. 1,236 LF of 12" and 1,518 LF of 16" hdpe watermain; 1,769 LF of 20", 1,045 LF of 24" hdpe reclaimed; 1,770 LF of 12" and 1,046 LF of 16" hdpe force main). All as more specifically set forth in the Project Manual.

Plans

The projects plans include:

Specifications:

- Osceola County Road Specifications Latest Edition
- Osceola County Land Development Code Latest Edition
- FDOT Design Manual Latest Edition
- FDOT Standard Specifications for Road and Bridge Construction Latest Edition

Engineering Plans:

- Cross Prairie Parkway North Roadway Construction Plans dated April 05, 2024
- Cross Prairie Parkway North Signalization Construction Plans dated September 16, 2024

Geotechnical Report:

- Cross Prairie Parkway North Report of Geotechnical Engineering Evaluation

Location

The location of the work shall be as identified in the above-referenced plans, and generally within the Edgewater East CDD boundary.

Exhibit C

Contractor's Proposal

[Attached beginning on following page]

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR CROSS PRAIRIE PARKWAY NORTH
FRAMEWORK ROADWAY, PHASE 1 CIVIL SITE WORK
PART II. PROPOSAL FORM – (E) PRICING**

SECTION I. PRICING.

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as shown in the drawing set and as outlined in the attached Excel Bid Form (to be prepared and completed by Proposer)** for the total lumps sum of:

Nine Million Seven Hundred Seventy Five Thousand Seven Hundred Seventy Five Dollars and Ten Cents

(In Words).

\$ 9,775,775.10 (In Figures).

Note: This lump sum amount must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format.** Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

This proposal made by and on behalf of:

Proposer Signature: 

Date: 12/2/2024

Address: 210 Hangar Road, Kissimmee, FL 34741

By: Jr. Davis Construction Co., Inc.

Print Name: Asa de Armas

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR CROSS PRAIRIE PARKWAY NORTH
FRAMEWORK ROADWAY, PHASE 1 CIVIL SITE WORK
PART II. PROPOSAL FORM – (E) PRICING**

SECTION 2. BID FORM.

PROJECT: CPP North Engineer Cost Estimate		MADE BY:	FCD	DATE:	12/2/2024
		CHECKED BY:	WSL	DATE:	12/2/2024
				GAI #:	R201042.09
ITEM #	Description	Quantity	Unit	Unit Price	Amount
General					
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
2	Construction Layout	1	LS	\$ 174,390.00	\$ 174,390.00
3	Certified As-Built	1	LS	\$ 33,760.00	\$ 33,760.00
4	Geotechnical Testing	1	LS	\$ 56,248.00	\$ 56,248.00
5	Construction Entrance	1	EA	\$ 7,000.00	\$ 7,000.00
6	Maintenance of Traffic	1	LS	\$ 127,935.00	\$ 127,935.00
7	SWPPP Maintenance	1	LS	\$ 47,080.00	\$ 47,080.00
8	Silt Fence Installation	11490	LF	\$ 1.05	\$ 12,064.50
9	Staked Turbidity Barrier	2370	LF	\$ 8.75	\$ 20,737.50
10	Demolition	1	LS	\$ 93,845.00	\$ 93,845.00
				Total	\$ 623,060.00
Earthwork/Grading					
11	Inlet Protection	21	EA	\$ 260.00	\$ 5,460.00
12	Clearing, Stripping and Grubbing	19.70	AC	\$ 4,310.00	\$ 84,907.00
13	Site Excavation	50440	CY	\$ 5.40	\$ 272,376.00
14	Dewatering	1	LS	\$ 531,900.00	\$ 531,900.00
15	Muck Removal and fill with Clean Fill	9949	CY	\$ 10.00	\$ 99,490.00
16	Open Cut & Repair Utilities	6	EA	\$ 8,925.00	\$ 53,550.00
				Total	\$ 1,047,683.00
Concrete					
17	MSE Style/Block Wall with Tiebacks	22,973.00	SF	\$ 35.00	\$ 804,055.00
18	Excavation/Preparation for Retaining Wall	1.00	LS	\$ 39,965.00	\$ 39,965.00
19	Concrete End Wall	2,520.00	SF	\$ 152.00	\$ 383,040.00
20	Handrails	2,492.00	LF	\$ 82.25	\$ 204,967.00
				Total	\$ 1,432,027.00
Storm					
21	Inlets, Curb, Type P-5, <10'	10	EA	\$ 7,390.00	\$ 73,900.00
22	Inlets, Curb, Type P-6, <10'	5	EA	\$ 8,404.00	\$ 42,020.00
23	Type F, <10'	2	EA	\$ 5,854.00	\$ 11,708.00
24	Manholes, J-8, >10'	1	EA	\$ 9,391.00	\$ 9,391.00
25	Pipe, RND, 18" S/CD	1630	LF	\$ 85.10	\$ 138,713.00
26	Pipe, RND, 24" S/CD	1136	LF	\$ 101.15	\$ 114,906.40
27	Pipe, RND, 36" S/CD	85	LF	\$ 227.05	\$ 19,299.25
28	Pipe, 14x23 ERCP	210	LF	\$ 146.15	\$ 30,691.50
29	Pipe, RND, 48" S/CD	2261	LF	\$ 290.90	\$ 657,724.90
30	M.E.S. OPT'L RND, 24" CD	1	EA	\$ 3,250.00	\$ 3,250.00
31	M.E.S. OPT'L RND, 36" CD	1	EA	\$ 6,495.00	\$ 6,495.00

PROJECT: CPP North Engineer Cost Estimate		MADE BY:	FCD	DATE:	12/2/2024
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ITEM #	Description	Quantity	Unit	Unit Price	Amount
32	Endwall Weirs w/ Skimmers	2	EA	\$ 35,082.00	\$ 70,164.00
33	CIP Type 4 Inlet Top	1	EA	\$ 3,820.00	\$ 3,820.00
34	Inlets, Curb, Type P-4, <10'	2	EA	\$ 9,505.00	\$ 19,010.00
35	Inlets, Curb, Type P-6, >10'	1	EA	\$ 10,260.00	\$ 10,260.00
36	Manholes, P-7, <10'	1	EA	\$ 5,550.00	\$ 5,550.00
				Total	\$ 1,216,903.05
Pavement					
37	1.5" SP-9.5	19920	SY	\$ 16.55	\$ 329,676.00
38	2" SP-12.5	19920	SY	\$ 21.80	\$ 434,256.00
39	9.5" Limerock Base	19920	SY	\$ 25.90	\$ 515,928.00
40	12" Stabilized Subgrade	23936	SY	\$ 11.15	\$ 266,886.40
41	Type A Curb and Gutter	8077	LF	\$ 23.45	\$ 189,405.65
42	Type F Curb and Gutter	5912	LF	\$ 25.95	\$ 153,416.40
43	5 ft Sidewalk (4" Thick) - Access Road	2763	LF	\$ 40.00	\$ 110,520.00
44	10 ft Sidewalk (4" Thick)	2943	LF	\$ 59.70	\$ 175,697.10
45	H.C. Ramp	4	EA	\$ 2,905.00	\$ 11,620.00
46	Pavement Markings / Signage	1	LS	\$ 122,015.00	\$ 122,015.00
47	Mill and Overlay	2608	SY	\$ 36.40	\$ 94,931.20
48	Temp Stab & Paved Cul-De-Sac	396	SY	\$ 61.65	\$ 24,413.40
49	6" Concrete Driveway Apron	3	EA	\$ 5,875.00	\$ 17,625.00
50	6" Ribbon Curb	171	LF	\$ 39.05	\$ 6,677.55
51	12" Ribbon Curb	55	LF	\$ 45.20	\$ 2,486.00
				Total	\$ 2,455,553.70
Water System					
52	Connect to Existing	1	LS	\$ 4,100.00	\$ 4,100.00
53	12" PVC Water Main	1320	LF	\$ 85.00	\$ 112,200.00
54	12" Gate Valve	3	EA	\$ 5,315.00	\$ 15,945.00
55	16" HDPE Water Main Directional Drill	1620	LF	\$ 238.00	\$ 385,560.00
56	Test and Chlorinate	2940	LF	\$ 2.95	\$ 8,673.00
57	Fire Hydrant	3	EA	\$ 7,970.00	\$ 23,910.00
58	2" Blowoff	1	EA	\$ 2,345.00	\$ 2,345.00
59	Sample Points	4	EA	\$ 875.00	\$ 3,500.00
60	Fittings	1	LS	\$ 20,658.00	\$ 20,658.00
				Total	\$ 576,891.00
Reclaim Water System					
61	Connect to Existing	1	LS	\$ 4,750.00	\$ 4,750.00
62	20" PVC Reclaim Water Main	1857	LF	\$ 162.25	\$ 301,298.25
63	24" HDPE Reclaim Water Main Directional Drill	1150	LF	\$ 400.00	\$ 460,000.00

PROJECT: CPP North Engineer Cost Estimate		MADE BY:	FCD	DATE:	12/2/2024
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				GAI #:	R201042.09
ITEM #	Description	Quantity	Unit	Unit Price	Amount
64	20" Gate Valve	3	EA	\$ 26,900.00	\$ 80,700.00
66	Testing	3007	LF	\$ 2.90	\$ 8,720.30
67	2" Blowoff	1	EA	\$ 2,585.00	\$ 2,585.00
68	Fittings	1	LS	\$ 67,350.00	\$ 67,350.00
69	3" Meter Assy w/ 3"/6" Pipe	1	EA	\$ 18,185.00	\$ 18,185.00
				Total	\$ 943,588.55
Sanitary Sewer					
70	Connect to Existing	1	LS	\$ 12,395.00	\$ 12,395.00
71	12" PVC Force Main	1835	LF	\$ 63.85	\$ 117,164.75
72	8" Gate Valve	1	EA	\$ 10,495.00	\$ 10,495.00
73	12" Gate Valve	4	EA	\$ 5,325.00	\$ 21,300.00
74	16" HDPE Force Main Directional Drill	1150	LF	\$ 223.50	\$ 257,025.00
75	Testing	3010	LF	\$ 3.60	\$ 10,836.00
76	Fittings	1	LS	\$ 46,975.00	\$ 46,975.00
77	Line Stop	1	EA	\$ 15,520.00	\$ 15,520.00
78	8" PVC Force Main	25	LF	\$ 262.00	\$ 6,550.00
79	2" ARV Assy	2	EA	\$ 9,265.00	\$ 18,530.00
81	Pig Port Assy	1	EA	\$ 21,034.00	\$ 21,034.00
	2" Blowoff	1	EA	\$ 2,345.00	\$ 2,345.00
				Total	\$ 540,169.75
Grassing					
82	Seed	25,889.00	SY	\$ 2.15	\$ 55,661.35
83	Sod (this qty is per the landscaping plans area takeoff of Bahia & St. Augustine combined)	18,981.00	SY	\$ 7.25	\$ 137,612.25
				Total	\$ 193,273.60
Signalization					
84	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	117	LF	\$ 55.50	\$ 6,493.50
85	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	297	LF	\$ 48.35	\$ 14,359.95
86	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	\$ 23,232.00	\$ 23,232.00
87	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	18	EA	\$ 1,611.00	\$ 28,998.00
88	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	\$ 7,557.00	\$ 7,557.00
89	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	50	LF	\$ 10.50	\$ 525.00
90	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	\$ 3,256.00	\$ 3,256.00
91	ALUMINUM SIGNALS POLE, PEDESTAL	4	EA	\$ 4,044.00	\$ 16,176.00
92	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	1	EA	\$ 87,715.00	\$ 87,715.00
93	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70'	1	EA	\$ 109,215.00	\$ 109,215.00
94	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-70'	1	EA	\$ 154,920.00	\$ 154,920.00
95	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	2	AS	\$ 1,187.00	\$ 2,374.00
96	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	2	AS	\$ 2,433.00	\$ 4,866.00

PROJECT: CPP North Engineer Cost Estimate		MADE BY:	FCD	DATE:	12/2/2024
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				GAI #:	R201042.09
ITEM #	Description	Quantity	Unit	Unit Price	Amount
97	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	\$ 27,169.00	\$ 27,169.00
98	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	4	EA	\$ 16,365.00	\$ 65,460.00
99	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, REPLACE CABINET ELECTRONICS	1	EA	\$ 13,840.00	\$ 13,840.00
100	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, DETECTOR	1	EA	\$ 10,711.00	\$ 10,711.00
101	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	4	EA	\$ 385.00	\$ 1,540.00
102	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	1	AS	\$ 57,884.00	\$ 57,884.00
103	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	1	EA	\$ 15,364.00	\$ 15,364.00
104	REMOTE POWER MANAGEMENT UNIT- RPMU, FURNISH AND INSTALL	1	EA	\$ 1,856.00	\$ 1,856.00
105	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4	EA	\$ 9,930.00	\$ 39,720.00
106	Inspection Fee	1	EA	\$ 33,294.00	\$ 33,294.00
107	650-1-14 SIGNAL HEADS	10	EA	\$ 2,010.00	\$ 20,100.00
				Total	\$ 746,625.45

<i>General</i>	\$	623,060.00
<i>Earthwork/Grading</i>	\$	1,047,683.00
<i>Concrete</i>	\$	1,432,027.00
<i>Storm</i>	\$	1,216,903.05
<i>Pavement</i>	\$	2,455,553.70
<i>Water System</i>	\$	576,891.00
<i>Reclaim System</i>	\$	943,588.55
<i>Sanitary System</i>	\$	540,169.75
<i>Grassing</i>	\$	193,273.60
<i>Signalization</i>	\$	746,625.45
Projected Total:	\$	9,775,775.10



December 2, 2024

Edgewater East Community Development District
c/o Hanson, Walter & Associates.
8 Broadway, Suite 104
Kissimmee, FL 34741
Attn: Shawn Hindle, P.E. District Engineer

RE: CROSS PRAIRIE PARKWAY NORTH FRAMEWORK ROADWAY, PHASE 1 CIVIL SITE WORK
Project Number 24-4288-13-06

Proposal Requirements Item 9 A: Completing the Work Narrative

- A. JDC has read through the Geo-tech report & understands where the water table is, accounted for the de-mucking, and understands the soil stratum types SP, SP-SM, SM, SC, SC-CM, SC-CH, CH & PT.
- B. Muck removal & backfill with structural fill shall take place right after erosion control and clearing. The unsuitable soils shall be buried on-site in non-structural areas. No haul-off of this material is included in this proposal.
- C. 2-EA Weir Type Headwall Control Structures shall be installed with aluminum skimmers and concrete aprons per details on C-801.
- D. All Control Structures shall have a brass survey disc.
- E. All disturbed areas relating to the Site Earthwork that are outside of the Landscape Plan Boundaries shall be seeded & mulched.
- F. Cross Prairie North PH-1 shall be constructed using 3 pipe crews, 3 concrete crews and 3 earthwork/grading crews to ensure a successful and on time project completion.
- G. MOT lane closures/shifts & night work are anticipated for some of the utility relocation & adjustment work located in the intersection of Clay Whaley & Cross Prairie.
- H. Asphalt shall be installed in two lifts with JDC Asphalt Crews for Cross Prairie, (2" SP-12.5 Structural & 1.5" SP-9.5 Surface). Mill & Overlay areas will be one lift of 1.5" SP-9.5 asphalt.
- I. All Curb Types, All Sidewalks & Concrete Driveway Aprons shall be installed with JDC Concrete Crews.
- J. Two Modular Stacked Block Walls with geogrid reinforcement will be incorporated along the new roadway. PW, RCL & FM Utility Lines within the MSBW areas will be installed by Directional Drill under the reinforcement zone. Both walls will have FDOT 515-062 Type 1 Picket infill panel handrails per Addendum #4.
- K. A 19-EA 48" RCP culvert crossing & 2-EA CIP Concrete endwalls are to be built in the demucked wetland crossing that will tie into the ROW MSBW's.



- L. All Landscaped Areas will be brought to grade with clean on-site fill free of roots/sticks/clay and rough graded for the Landscape/Irrigation Subcontractor to complete their work.
- M. Site Excavation/Site Fill items are based on JDC's quantities utilizing the 2 ponds and 3 scrape zones to acquire suitable fill to balance the site.
- N. Striping & Signage to be per FDOT Standard plan indexes, MUTCD Latest edition & EWCD Street Sign Standards.
- O. Asphalt PG-76 mix is not included.
- P. Streetlighting Lamps, Poles, Conduits & Conductors are not included.
- Q. Dry Utilities (Gas, Fiber, CATV, Etc.) are not included.
- R. No temporary striping / RPM's between lifts of asphalt is included in this proposal.
- S. Landscaping & Irrigation – By Others.
- T. Headwalls for 19 EA – 48" Pipe Culvert System: This proposal is based on the in-situ soil having the capability to support 3,000 PSF for the foundation design.
- U. Headwalls for 19 EA – 48" Pipe Culvert System: No subsoil improvements below the Headwall foundations are included other than the required unsuitable material removal and replacement with on-site material. Any additional work beyond this to satisfy the recommendations of the Geotechnical Report will require a change order.
- V. MSE Retaining Walls: No subsoil improvements below the wall system are included other than the required unsuitable material removal and replacement with on-site material. Any additional work beyond this to satisfy the recommendations of the Geotechnical Report will require a change order.
- W. Coarse aggregate backfill for the MSE retaining walls is not included.
- X. Addendum #4, Question 18: The required additional Geotechnical work to provide the recommendations required for the MSE Wall design, the Headwall design and Signal foundations design is included.
- Y. Our construction schedule is based on 10 months, this does not include the signal controller & cabinet. Signal vendors cannot get a timeline confirmation from the manufacturers at this time. Estimated lead time on the controller & cabinet is between 9 – 18 months after approved shop drawings, this is the best we could get from the manufacturers at this time.

Exhibit D
Performance & Payment Bond

[Attached beginning on following page]

Exhibit E
Specifications

Specifications:

- Osceola County Road Specifications Latest Edition
- Osceola County Land Development Code Latest Edition
- FDOT Design Manual Latest Edition
- FDOT Standard Specifications for Road and Bridge Construction Latest Edition

Engineering Plans:

- Cross Prairie Parkway North Roadway Construction Plans dated April 05, 2024
- Cross Prairie Parkway North Signalization Construction Plans dated September 16, 2024

Geotechnical Report:

- Cross Prairie Parkway North Report of Geotechnical Engineering Evaluation

Exhibit F
As-Built Drawings

1. GENERAL

- 1.1 The work covered under this section includes furnishing the Engineer a complete set of digital and hard copy As-Built. The Contractor shall maintain “As-Built” Drawings, commensurate with the construction progress. Final as-builts shall be submitted to the Engineer at least ten (10) days prior to Final Inspection.
- 1.2 **Final payment will not be made until the “As-Built” Drawings have been approved by the Engineer, all using agencies, the Owner or other governing bodies having jurisdiction.**
- 1.3 The As-Built Drawing information shall be in strict accordance with this specification and the following codes and standards:
 1. Local county, municipal and utility codes.
 2. South Florida Water Management District.
- 1.5 Job Site Record Drawings: Engineer will furnish one set of final design record drawings at cost to the Contractor for use on-site to record all applicable as-built data.
- 1.6 Base Design Drawings: Engineer will provide appropriate base CADD file(s) of the Final Engineering design drawings for use by the contractor to develop the necessary “As-built” drawings. “As-built” drawings shall replicate the Final Engineering Drawings in format and presentation.
- 1.7 Final Deliverables:
 1. Hard Copies: Contractor will provide five (5) sets of signed and sealed hardcopies of the Final “As-Built” Record Drawings to the Engineer. Additional signed and sealed hardcopies beyond the required five (5) sets shall be provided, as necessary, based on the requirements of the governing municipalities and/or agencies for final acceptance/approval.
 2. Digital Files: Contractor will provide a CD with the digital PDF and CADD (.DWG format) files of the Final “As-built” Record Drawings that correspond to the final signed and sealed hardcopies to the Engineer.
- 1.8 **Contractor shall submit one (1) set of updated as-builts with each progress payment request.**

2. REQUIREMENTS

- 2.1 The record drawings shall be maintained by the Contractor to correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed

information, which shall be performed by a Florida Registered Land Surveyor or Professional Engineer. Each sheet shall bear Surveyor's or Professional Engineer's Statement, embossed seal, and original signature of the Registered Land Surveyor or Professional engineer. The final drawings shall be on hard copy, neat and legible.

- A. Daily records of changes in location of piping, fixtures and other items shall be kept and recorded on the job site record drawings.
- B. On the job site record drawings, the designated elevation and distance changed shall be crossed through (not erased) and the actual elevation or distance written in. The drawings shall show the exact size, elevation and location of all finish grades, road elevations, base grades, lines, valves, manholes, fittings, fire hydrants, air release valves, deflections in the pipes, and all potable water and sanitary sewer connections as required during construction. All applicable dimensions of all valves, fittings, structures, and pipes must be shown; disclaimers will not be allowed.
- C. The Contractor shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work actually installed. No Record Drawing information will be accepted from subcontractors.
- D. Each as-built sheet shall have the word "AS-BUILT" in 1-inch minimum block letters. Place above the title block in lower right corner. Special detail drawings will be required where installations were not as shown on the Contract Drawings due to field conditions.
- E. **Each as-built sheet shall bear a Contractor's certification stamp indicating that the completed improvements have been completed in accordance with the approved Plans and Specifications.**
- F. **Each as-built sheet shall bear a Surveyor's certification stamp indicating that the completed improvements are at the horizontal and vertical locations shown on the as-built drawings and that the as-built drawings meet the minimum technical standards set for by Florida Statutes.**
- G. The project shall not be considered to be in Substantial Completion until as-builts have been submitted and accepted by the Engineer. Prior to final payment, the as-built drawings shall be revised by the Contractor to reflect any changes, which have occurred since the Substantial Completion submittal, and to add any information found by the Engineer to be missing. After preliminary review by the Engineer, the Contractor shall submit the required final deliverables to the Engineer for final submittal to the Owner.
- H. Contractor will be required to make any necessary submittals of the final "As-Built" Record drawings and any associated documentation to the local governing municipalities and/or agencies as directed by the Engineer for final acceptances/approvals.

2.2 Existing Utilities (electric, telephone cable TV, gas, water and sewer)

1. Show elevations, separations and location (by station and offset from centerline) of all existing utilities crossed by new construction.
2. Show all utilities including those shown on the drawings and those exposed during construction.

2.3 Storm Drainage

1. Locate all drainage structures by station and offset from centerline.
2. Provide pipe types, sizes and length.
3. Provide top/grate elevations and invert elevations for all structures, pipe and underdrain.
4. Cross through all changes in design elevations, slopes, distances, stations, drainage structures, pipe, etc., and place “as-built” conditions directly adjacent to the original design data.
5. Show all drainage easements and improvements/encroachments within the easements shown on the plans.

2.4 Stormwater Management Facilities

1. “As-built” information required for all stormwater management facilities shall consist of spot elevations every 100-feet including:
 - a. The top of bank to confirm minimum design bank elevation, and horizontal location with respect to lot line, right-of-way lines or other reasonable physical control.
 - b. 6-feet below normal water level to confirm maximum 4:1 bank slope.
 - c. Location of top bank and existing waters edge at time and date of taking elevations.
 - d. Spot elevations on the bottom of the lake (minimum four (4) shots per acre).
 - e. Elevation of water stage at date of as-builts.
 - f. Elevation of top of control structure, weir, faces or underdrain and any other controlling feature.
 - g. Groundwater cutoff walls top, bottom, ends and 50’ minimum intervals

2.5 Paving

1. Stations and elevations at a minimum of every 100-feet and at the following changes in vertical and horizontal alignment:
 - a. on centerline (or profile grade line)
 - b. back/top of curb
 - c. edge of gutter at pavement
 - d. front and back of sidewalk
 - f. Low points and high points
 - g. Curb returns at intersections
 - h. Centerline intersections
 - i. Beginning and end of superelevation transitions
 - j. Beginning and end of full superelevation
2. ADA ramps top and bottom elevations on each side (4 corners) and including the length of the ADA ramp.

2.6 Waste Water (Abbreviated)

1. All piping, wyes, tees, valves, manholes, service laterals, and special cases shall be located in two directions, in the same manner as water locations.
2. Horizontal control dimensions shall be to the nearest tenth of a foot.
3. Vertical locations to the nearest hundredth of a foot will be required.
4. Identify runs of gravity; i.e., 300 feet, 8-inch PVC SDR 35 at $R=0.30$ percent, $S=.003$.
5. Elevations shall be given for the top of the manhole cover and for all inverts.
6. Service depths to be identified and location of end of service shall be given to the plug.
7. Manhole types and diameters to be identified.
8. Vertical clearances between other utilities.
9. "As-built" information required on pumping station shall include:
 - a. Size, location and invert elevation of wetwell to nearest tenth of a foot.
 - b. Elevations of wetwell top or cover, and each pipe invert.
 - c. All schedules on the drawings, which show, pump, motor or electrical data shall be amended to show as-built conditions.

- d. Discharge piping route shall be located in two (2) directions same as required for water mains. Show horizontal and vertical control dimensions of each fitting; change in location or elevation and at points of connection or discharge. Give type and size of pipe.

2.7 Potable Water, Forcemains and Reuse Mains (Abbreviated)

1. Locate valves, fittings, fire hydrants, etc. in two directions.
2. Locations shall be a) perpendicular to right-of-way; b) parallel to water main and referenced perpendicular to right-of-way line of nearest street.
 - A. Center line may be used in lieu of right-of-way line. Stationing may be used.
 - B. Structures which are properly located may be used, providing ties are perpendicular or parallel to said structure. Radial ties are not acceptable.
3. All horizontal and vertical distances to be shown to nearest tenth of a foot.
4. Provide separate tables for each of the following appurtenances:
 - A. Fittings: table shall include type, size, northing, easting, latitude, longitude, fitting elevation, final grade elevation and cover.
 - B. Valves: table shall include size, type, manufacturer, number of turns to open, direction to open, top nut elevation, final grade elevation and cover.
 - C. Hydrant: table shall include manufacturer and date of installation.
 - D. Services/Meters: table shall include northing, easting, pipe elevation, final grade and cover.
5. Special detail drawings will be required where installations were not shown on contract drawings due to field conditions or where required for clarity.
6. Elevations on pipe and fittings every 100 feet maximum except where changes in direction and/or elevations occur. Locations are required at those points of inflection.
7. Locations on pipe every 500 feet except where changes in direction occur; locations required.
8. Detail of all main crossings of storm sewer, sanitary sewer pipes, reuse mains and forcemains showing vertical clearance.

2.8 Sleeves/Casings

1. Locate all sleeves/casings installed by contractor or others such as Comcast, BellSouth, etc.
2. Locate both ends by station and offset to the nearest tenth of a foot.
3. Provide vertical locations of both ends to the nearest tenth of a foot.
4. Identify size and type of pipes

PERFORMER PERFORMANCE BOND



PERFORMER PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

Address:

Attn: _____

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☒ See Paragraph 16

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

CONTRACTOR'S REPRESENTATIVE

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

EJCDC® C-610, Performance Bond

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

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

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

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall be as follows:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

5.4.1 After investigation, determine the amount for which it may be liable to the Owner, and, as soon as a practicable time the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional general, design profession, and delay costs resulting from the Contractor's Default, resulting from the actions or failure to act of the Surety under Paragraph 5;

7.3 liquidate damages, or if not liquidated damages specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance

for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

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



PAYMENT BOND



P Y M E N T B O N D

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

Att : _____

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☒ Supplemental

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

CONTRACTOR'S PRINCIPAL

SURETY

Contractor's Name Corporate Seal

Surety's Name Corporate Seal

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Title

Title

Title

Title

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

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

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

16. Definitions

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

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

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

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

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

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

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

18. Modifications to this Bond are as follows:

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

Original (Multiple) Obligor rider forms and becomes a part of the bond.

DUAL OBLIGEE RIDER

This Rider is executed concurrently with and shall be attached to and form a part of Bond No. _____
(hereafter "Bond") issued by the _____,
as Surety, on behalf of _____,
_____, hereafter referred
to as the Principal, in favor of _____,
_____, hereafter
referred to as the Owner for _____ (the "Contract").

WHEREAS, the Owner requests that Surety and Principal add _____
_____ as an additional
obligee under the Bond; and

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

NOW, THEREFORE, the undersigned hereby agree as follows:

1. _____

is added to the Bond as an additional obligee ("Additional Obligee").

2. The Surety shall not be liable under the Bond to the Owner, the Additional Obligee, or either of them unless the
Owner, the Additional Obligee or either of them shall make payments to the Principal (or in the case the Surety arranges
for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall
perform all other obligations to be performed under the Contract at the time and in the manner therein set forth.
Notwithstanding anything in the Contract to the contrary, the Surety shall have no obligations or liability to the Additional
Obligees unless either or both fulfill all of the Owner's obligations under the Contract which shall include all of the Owner's
payment obligations to the Principal.

3. The aggregate liability of the Surety under this Bond to any, all or either of the Owner or the Additional Obligee, as
their interests may appear, is limited to the penal sum of the Bond as may be modified by the terms and conditions of this
Rider. Further, the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have
against the Owner. The Surety may, at its option, make any payments under said Bond by check issued jointly to the
Owner and the Additional Obligee.

4. Except as modified herein, all other terms and conditions of the Bond shall remain in full force and effect.

SIGNED, SEALED AND DATED this _____ day of _____, _____.

Owner
By: _____
Title: _____

Surety
By: _____
Attorney-in-fact

Co-Obligee
By: _____
Title: _____

Principal
By: _____
Title: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	General Fund	2021 Debt Service Fund	2022 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Force Main Capital Projects Fund	Total Governmental Funds
ASSETS							
Cash	\$ 759,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 759,360
Investments							
Revenue	-	1,116,567	249,874	-	-	-	1,366,441
Reserve	-	556,290	1,943,886	-	-	-	2,500,176
Prepayment	-	-	2,648	-	-	-	2,648
Construction	-	-	-	1,895	71,129	-	73,024
Construction - E2	-	-	-	-	35	-	35
Construction - E5	-	-	-	-	10	-	10
Construction - E6N	-	-	-	-	11	-	11
Cost of issuance	-	11,160	-	-	-	-	11,160
Due from Landowner	766,146	-	-	-	694,071	4,076,620	5,536,837
Due from Beazer Homes	41,824	-	-	-	-	-	41,824
Due from general fund	-	4,989	-	-	-	-	4,989
Due from DSF 2022	5,725	-	-	-	-	-	5,725
Due from SRF	25,782	-	-	-	-	-	25,782
Due from other	4	-	-	-	-	-	4
Utility deposit	240	-	-	-	-	-	240
Total assets	<u>\$1,599,081</u>	<u>\$1,689,006</u>	<u>\$2,196,408</u>	<u>\$ 1,895</u>	<u>\$ 765,256</u>	<u>\$ 4,076,620</u>	<u>\$10,328,266</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 12,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,025
Contracts payable	-	-	-	-	765,200	-	765,200
Retainage payable	-	-	-	-	516,258	-	516,258
Due to general fund	-	-	5,725	-	-	25,782	31,507
Due to debt service fund 2021	4,989	-	-	-	-	-	4,989
Tax payable	61	-	-	-	-	-	61
Landowner advance	21,000	-	-	-	-	-	21,000
Total liabilities	<u>38,075</u>	<u>-</u>	<u>5,725</u>	<u>-</u>	<u>1,281,458</u>	<u>25,782</u>	<u>1,351,040</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	807,970	-	-	-	694,071	4,076,620	5,578,661
Total deferred inflows of resources	<u>807,970</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>694,071</u>	<u>4,076,620</u>	<u>5,578,661</u>
Fund balances:							
Restricted for:							
Debt service	-	1,689,006	2,190,683	-	-	-	3,879,689
Capital projects	-	-	-	1,895	(1,210,273)	(25,782)	(1,234,160)
Unassigned	753,036	-	-	-	-	-	753,036
Total fund balances	<u>753,036</u>	<u>1,689,006</u>	<u>2,190,683</u>	<u>1,895</u>	<u>(1,210,273)</u>	<u>(25,782)</u>	<u>3,398,565</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,599,081</u>	<u>\$1,689,006</u>	<u>\$2,196,408</u>	<u>\$ 1,895</u>	<u>\$ 765,256</u>	<u>\$ 4,076,620</u>	<u>\$10,328,266</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 1,699	\$ 366,720	\$ 373,787	98%
Assessment levy: off-roll	89,964	89,964	1,103,811	8%
Lot closings	-	82,282	-	N/A
Total revenues	<u>91,663</u>	<u>538,966</u>	<u>1,477,598</u>	36%
EXPENDITURES				
Professional & administrative				
Management/admin/recording	4,000	20,000	48,000	42%
Legal	5,717	15,878	50,000	32%
Engineering	4,313	14,550	7,500	194%
Audit	500	3,000	6,500	46%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	833	2,000	42%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	2,292	5,500	42%
DSF accounting & assessment rolls - Series 2022	458	2,292	5,500	42%
Telephone	17	83	200	42%
Postage	130	341	500	68%
Printing & binding	42	208	500	42%
Legal advertising	285	830	6,500	13%
Annual special district fee	-	175	175	100%
Insurance	-	6,016	5,750	105%
Contingencies/bank charges	-	96	500	19%
Supervisor's Fees	200	400	-	N/A
FICA	15	31	-	N/A
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>16,302</u>	<u>67,730</u>	<u>152,990</u>	44%
Field operations				
Field operations management	1,458	7,292	75,000	10%
Accounting	-	-	2,500	0%
Stormwater management				
Lake maintenance	38,918	59,423	19,524	304%
Streetlighting	4,289	17,770	107,296	17%
Repairs & maintenance	-	-	82,863	0%
Electricity	596	1,734	3,900	44%
Unbudgeted operation expenses -	13,566	13,566	-	N/A
Landscape maint.				
Maintenance contract	15,793	93,653	402,820	23%
Plant replacement	1,903	1,903	40,282	5%
Landscape contingency	-	-	40,282	0%
Irrigation	892	13,039	234,115	6%
Trash services	264	1,188	10,000	12%
Total field operations	<u>77,679</u>	<u>209,568</u>	<u>1,018,582</u>	21%
Other fees & charges				
Tax collector	<u>411</u>	<u>7,705</u>	<u>7,787</u>	99%
Total other fees & charges	<u>411</u>	<u>7,705</u>	<u>7,787</u>	99%
Total expenditures	<u>94,392</u>	<u>285,003</u>	<u>1,179,359</u>	24%
Excess/(deficiency) of revenues over/(under) expenditures	(2,729)	253,963	298,239	
Fund balances - beginning	755,765	499,073	14,675	
Unassigned	<u>753,036</u>	<u>753,036</u>	<u>312,914</u>	
Fund balances - ending	<u>\$ 753,036</u>	<u>\$ 753,036</u>	<u>\$ 312,914</u>	

** These items will be realized the year after the issuance of bonds.

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 5,091	\$ 1,098,988	\$ 1,119,962	98%
Interest	4,888	15,960	-	N/A
Total revenues	<u>9,979</u>	<u>1,114,948</u>	<u>1,119,962</u>	100%
EXPENDITURES				
Debt Service				
Principal	-	-	430,000	0%
Interest	-	343,665	687,330	50%
Total debt service	<u>-</u>	<u>343,665</u>	<u>1,117,330</u>	31%
Other fees & charges				
Tax collector	102	21,961	23,333	94%
Total other fees and charges	<u>102</u>	<u>21,961</u>	<u>23,333</u>	94%
Total expenditures	<u>102</u>	<u>365,626</u>	<u>1,140,663</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	9,877	749,322	(20,701)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(1,895)</u>	<u>(10,123)</u>	-	N/A
Total other financing sources	<u>(1,895)</u>	<u>(10,123)</u>	-	N/A
Net change in fund balances	7,982	739,199	(20,701)	
Fund balances - beginning	1,681,024	949,807	931,386	
Fund balances - ending	<u>\$ 1,689,006</u>	<u>\$ 1,689,006</u>	<u>\$ 910,685</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,402	0%
Lot closings	-	228,633	-	N/A
Interest	7,524	39,328	-	N/A
Total revenues	<u>7,524</u>	<u>267,961</u>	<u>1,930,402</u>	14%
EXPENDITURES				
Debt service				
Principal	-	-	675,000	0%
Principal prepayment	20,000	45,000	-	N/A
Interest	180	627,523	1,255,656	50%
Total debt service	<u>20,180</u>	<u>672,523</u>	<u>1,930,656</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	(12,656)	(404,562)	(254)	
Fund balances - beginning	<u>2,203,339</u>	<u>2,595,245</u>	<u>2,561,050</u>	
Fund balances - ending	<u>\$ 2,190,683</u>	<u>\$ 2,190,683</u>	<u>\$ 2,560,796</u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 1,054
Total revenues	<u>-</u>	<u>1,054</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	1,054
OTHER FINANCING SOURCES/(USES)		
Transfer in	1,895	10,123
Transfer out	-	(70,568)
Total other financing sources/(uses)	<u>1,895</u>	<u>(60,445)</u>
Net change in fund balances	1,895	(59,391)
Fund balances - beginning	-	61,286
Fund balances - ending	<u>\$ 1,895</u>	<u>\$ 1,895</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 350,822	\$ 421,639
Interest & miscellaneous	314	13,369
Total revenues	<u>351,136</u>	<u>435,008</u>
EXPENDITURES		
Construction costs - project infrastructure	<u>613,326</u>	<u>1,626,720</u>
Total expenditures	<u>613,326</u>	<u>1,626,720</u>
Excess/(deficiency) of revenues over/(under) expenditures	(262,190)	(1,191,712)
OTHER FINANCING SOURCES/(USES)		
Transfer in	72,739	393,307
Transfer out	<u>(72,739)</u>	<u>(322,739)</u>
Total other financing sources/(uses)	<u>-</u>	<u>70,568</u>
Fund balances - beginning	<u>(948,083)</u>	<u>(89,129)</u>
Fund balances - ending	<u><u>\$ (1,210,273)</u></u>	<u><u>\$ (1,210,273)</u></u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FORCE MAIN CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Construction costs	-	25,782
Total expenditures	-	25,782
Excess/(deficiency) of revenues over/(under) expenditures	-	(25,782)
Fund balances - beginning	(25,782)	-
Fund balances - ending	\$ (25,782)	\$ (25,782)

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Edgewater East Community Development District held a Public Hearing and Regular Meeting on March 6, 2025 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
Jody Pino	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Shawn Hindle	District Engineer
Eric Lavoie	BTI Partners
Mike Osborn	BTI Partners
Dave D'Ambrosio (via telephone)	BTI Partners

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:07 a.m. Supervisors Kramer, Mays and Pino were present. Supervisors Breakstone and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Public Hearing to Hear Public Comments and Objections to the Adoption of Rule Establishing Force Main Fee; Pursuant to Sections 190.011, 190.012, 190.035(2), and 120.54, Florida Statutes

40
41 **A. Affidavits of Publication**

42 **B. Consideration of Resolution 2025-10, Adopting a Rule Setting Forth a Force Main Fee;**
43 **Providing for Severability; and Providing for an Effective Date**
44

45 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
46 **Public Hearing was opened.**
47

48
49 Mr. Eckert stated that the CDD is part of an Agreement with several Developers,
50 Edgewater West CDD and Toho Water Authority (Toho). The Agreement requires the CDD to
51 pay Toho \$300 per platted residential lot to fund future utility work and for operation and
52 maintenance (O&M) of it.

53 Mr. Eckert read the following, verbatim:

54 **"RULE ESTABLISHING THE FORCE MAIN FEE**

55 The District and the Toho Water Authority entered into an agreement entitled FORCE
56 MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024

57 ("Agreement"). The Agreement requires the District to remit to Toho the amount of
58 \$300 per platted residential unit no later than the time that a water meter is purchased for
59 such platted lot. Such funds are associated with a 12" force main that will be required in the
60 future to serve the lands within the District, with the exception of land within the area known
61 as ED-4.

62 To ensure the timely collection of such funds, a one-time Force Main Fee in the amount
63 of \$300 per platted residential lot shall be due to the District. Such fee shall be due and payable
64 by the owner of the platted lot within thirty (30) days of the recording of the plat establishing
65 the lot. Land within ED-4 shall not be subject to the Force Main Fee.

66 In the event the Force Main Fee is not paid within thirty (30) days of the recording of the
67 plat establishing the lot, the District shall assess a penalty of \$50 for the first day the payment is
68 late plus \$10 per day thereafter.

The District Board of Supervisors shall have the authority to waive all or a portion of the penalties by motion based on a showing of good cause by the owner of the lot or its predecessor, as determined by the District Board of Supervisors in its sole discretion.”

No affected property owners or members of the public spoke.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Public Hearing was closed.

Mr. Torres presented Resolution 2025-10.

On MOTION by Mr. Mays and seconded by Ms. Pino, with all in favor, Resolution 2025-10, Adopting a Rule Setting Forth a Force Main Fee; Providing for Severability; and Providing for an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

**Approval of Landscape and Irrigation
Maintenance Services Project Manual;
Approval of Evaluation Criteria;
Authorization to Publish RFP**

Mr. Torres presented the Landscape and Irrigation Maintenance Services Request for Proposals (RFP) Project Manual and Evaluation Criteria.

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the Landscape and Irrigation Maintenance Services Request for Proposals (RFP) Project Manual and Evaluation Criteria for Phase ED-2 and authorizing Staff to approve additional RFPs in substantially the same form, as needed, and authorizing Staff to publish the RFPs, were approved.

FIFTH ORDER OF BUSINESS

Discussion: FY2026 Draft Budget

Mr. Torres stated preparation of the proposed Fiscal Year 2026 budget is underway. A slight assessment increase is anticipated mainly in the services areas, such as landscaping. He discussed refining the proposed Fiscal Year 2026 budget.

Discussion ensued regarding treating all platted lots equally regardless of ownership, meaning placing all platted lots on roll regardless of ownership.

SIXTH ORDER OF BUSINESS**Ratification Items****A. Ferguson Waterworks Change Orders**

I. No. 2 [Cross Prairie Parkway to Cord Ave Offsite Force Main]

II. No. 3 [Cross Prairie Parkway to Cord Ave Offsite Force Main]

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Ferguson Waterworks Change Orders No. 2 and No. 3 for the Cross Prairie Parkway to Cord Ave Offsite Force Main, were ratified.

SEVENTH ORDER OF BUSINESS**Consent Agenda**

B. Acceptance of Unaudited Financial Statements as of January 31, 2025

C. Approval of February 6, 2025 Regular Meeting Minutes

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Consent Agenda items, as presented, were ratified, accepted and/or approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Eckert stated that he, the Developer, District Engineer and Jr. Davis are finalizing the Cross Prairie North and South contracts. The contracts are contingent on issuance of the Series 2025 bonds; the financing has been on hold.

Mr. Eckert discussed legislation that might impact the CDD, including increasing sovereign immunity limits and advertising on the website, instead of being required to publish.

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

Mr. Hindle stated that talks are underway with the owner of property at the northwest corner of Cross Prairie and Clay Whaley Road to potentially dedicate some right-of-way (ROW)

and easements for improvements, such as a right-turn lane, etc. He discussed other exchanges with the neighboring property owner(s).

The following Change Orders were presented:

- Southern Development Change Order No. 11 (Increase \$2,580)

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Southern Development Change Order No. 11, for an increase of \$2,580, was approved.

Mr. Hindle discussed the force main project and stated that is progressing quickly.

Mr. Hindle discussed work scope changes requiring change orders:

- Junior Davis Change Order No. 1 (Increase \$512,313.12)

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Junior Davis Change Order No. 1, for an increase of \$512,313.12, was approved.

C. Field Operations: Wrathell, Hunt and Associates, LLC

The Field Operations Status Report was included for informational purposes.

D. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: April 3, 2025 at 9:00 AM**
 - **QUORUM CHECK**

NINTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS C



Wrathell, Hunt and Associates, LLC

TO: Edgewater East Board of Supervisors
FROM: Antonio D. Shaw – Operations Manager
DATE: March 28, 2025
SUBJECT: Status Report – Field Operations

LANDSCAPING:

• **Down 2 Earth**

1. Inspected the district and wasn't satisfied with the progress of the landscaper. They emailed me on 3.25.25 with an update on items from our walk. Upon my inspection on 3.26.25 these items weren't satisfactorily resolved. I expressed frustration that we have to continue to go over items 3 or more times to get them complete. I have made my concerns clear with their team and outlined a plan to see results. I am awaiting their response.

• **Ponds**

1. The debris in the pond on Prairie Run was removed to a satisfactory result. I continue to monitor this pond as by far it has been most adverse activity. The high algae bloom is still present however mitigation efforts are being taken to rectify this.
2. Sent out mosquito control from Osceola County to do a field analysis for the swale on Cross Prairie after a resident expressed concern with them. Mosquito control responded immediately and reported back there was zero mosquito activity in the swale however high midge activity. He advised they don't treat for that but gave me tips to report back to the residents

MISC. FIELD OPERATION UPDATES

- Working with Ernesto to get addendum added for pond on Clay Whaley.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS D

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024	Regular Meeting	9:00 AM
November 7, 2024	Landowners' Meeting	9:00 AM
November 7, 2024	Regular Meeting	9:00 AM
December 5, 2024	Regular Meeting	9:00 AM
January 9, 2025*	Regular Meeting <i>adoption of Delegation Resolution</i>	9:00 AM
January 13, 2025 CANCELED	Continued Regular Meeting	9:00 AM
January 22, 2025	Special Public Meeting: Bid Opening <i>RFP Cross Prairie Parkway South Framework Roadway, Phase 2 Civil Site Work</i>	11:00 AM
January 23, 2025 CANCELED	Special Meeting <i>adoption of Final Assessment Resolution</i>	9:00 AM
February 6, 2025	Regular Meeting	9:30 AM
March 6, 2025	Public Hearing and Regular Meeting <i>adoption of Force Main Fee</i>	9:00 AM
April 3, 2025	Regular Meeting	9:00 AM
May 1, 2025	Regular Meeting	9:00 AM
June 5, 2025	Regular Meeting	9:00 AM
July 3, 2025	Regular Meeting	9:00 AM
August 7, 2025	Regular Meeting	9:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
September 4, 2025	Regular Meeting	9:00 AM

Exception

**January meeting date is one (1) week later to accommodate New Year’s Day.*