

EDGEWATER EAST

**COMMUNITY DEVELOPMENT
DISTRICT**

May 1, 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

April 24, 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 May 1, 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. Update: FY2026 Draft Budget
4. Discussion: Memorandum Regarding Direct Purchase of Materials
 - A. Consideration of Resolution 2025-11, Authorizing an Individual Designated by the Board of Supervisors to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Impact Fee Credit Reconciliation Agreements
 - A. Reimbursement Agreement for Water Impact Fee Credits [JCH CP, LLC]
 - B. Reimbursement Agreement for Water Impact Fee Credits [M/I Homes of Orlando, LLC]
 - C. Reimbursement Agreement for Overuse of Water Impact Fee Credits [Meritage Homes of Florida, Inc.]

- D. Reimbursement Agreement for Sewer Impact Fee Credits [M/I Homes of Orlando, LLC, Edgewater Property Holdings, LLC]
- E. Reimbursement Agreement for Overuse of Sewer Impact Fee Credits [JCH CP, LLC, Edgewater Property Holdings, LLC]
- F. Reimbursement Agreement for Overuse of Sewer Impact Fee Credits [Meritage Homes of Florida, Inc., Edgewater Property Holdings, LLC]
6. Authorization for Chair or Vice Chair to Execute Edgewater Cross Prairie – Phase 1 Plat
7. Ratification Items
 - A. Lennar Homes, LLC Temporary Access and Construction Easement Agreement
 - I. Subpermittee Authorization Agreement [Bald Eagle Incidental Take Permit]
8. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of March 31, 2025
 - B. Approval of April 3, 2025 Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - *Discussion: Status of Agreement for Cross Prairie Parkway South Civil Site Work with Jr. Davis*
 - 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: June 5, 2025 at 9:00 AM [Presentation of FY2026 Proposed Budget]
 - 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
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernesto J. Torres", is written over a light blue horizontal line.

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

3

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

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

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

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 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	
	705
ADA compliance	
	210
Property appraiser and tax collector	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

MEMORANDUM

TO: Board of Supervisors
Edgewater East CDD

FROM: Michael C. Eckert

DATE: April 2025

RE: Direct Purchase of Materials – Florida Sales and Use Tax

The following describes information on how a governmental entity, including the Edgewater East Community Development District (“District”), can save sales and use tax on construction contracts by structuring the contract to provide for the direct purchase of materials by the district. This memorandum details the approach for avoiding sales tax that has been recognized repeatedly by the Florida Department of Revenue (“FDOR”) as acceptable and legal under existing law. Finally, the memorandum sets forth the potential liability if the requirements are not met.

Sales Tax Exemption for Sales to Government

Section 212.08(6), Florida Statutes, provides a general exemption for “sales” of tangible personal property to certain governmental entities. The FDOR has adopted Rule 12A-1.094, Florida Administrative Code, which provides for application of sales and use tax on materials used in a public works project. Subsection (3) of the rule recognizes that the purchase or manufacture of tangible personal property for resale to a “governmental body” generally is exempt. It provides that certain criteria will govern the status of the tangible personal property prior to its affixation to real property when determining whether a governmental entity rather than a contractor is the purchaser of materials. Such criteria are summarized below:

1. The governmental entity must execute the purchase orders for the tangible personal property involved in the contract to the materials vendors. The contractor may present the governmental entity’s purchase orders to the vendors of the tangible personal property;
2. The governmental entity must acquire title to and assume liability for tangible personal property at the point in time when it is delivered to the job site;
3. Vendors must directly invoice the governmental entity for supplies
4. The governmental entity must directly pay the vendors for the tangible personal property;

5. The governmental entity must assume all risk of loss or damage for the tangible personal property involved in the contract, as indicated by the entity's acquisition of, or inclusion as the insured party under, insurance on the building materials; and
6. The governmental entity must issue a Certificate of Entitlement with each purchase order, along with a copy of its Certificate of Exemption, to each vendor, as well as to the contractor. The governmental entity is responsible for payment of tax, penalty, and interest on any purchase that are not found to be in compliance with the procedures for tax-exempt direct purchase of materials.

Steps to Ensure Direct Purchases Comply with Florida Requirements

To ensure direct purchases are compliant with Florida law proceed accordingly:

1. Verify the direct purchases are pursuant to an agreement between the District and contractor.
2. District executes purchase orders which are in the name of the District (see form attached hereto as "**Exhibit A**"). The chairman or purchasing agent (District Manager or District Engineer) may execute purchase orders after being designated as the purchasing agent by resolution of the District's Board of Supervisors.
3. At the time purchase orders are executed, District shall issue a Certificate of Entitlement (see form attached hereto as "**Exhibit B**"), and shall attach, along with a copy of its Consumer's Certificate of Exemption, to each purchase order. The District's Purchasing Agenda, either the District Manager or District Engineer, shall issue the Certificate of Entitlement. District shall retain one copy for its records, and submit copies of the Purchase Order, Certificate of Entitlement, and Consumer's Certificate of Exemption to each vendor and contractor.
4. Vendors directly invoice the District. Such invoices shall have the District's name and address on the first page.
5. District directly pays the Vendors.
6. The District must assume all risk of loss or damage for the supplies. This assumption of risk of loss is best demonstrated by the District's purchase of, or inclusion as the insured party under, insurance on the building materials.

Exhibit A
FORM OF PURCHASE ORDER AGREEMENT (“ORDER”)

Purchase Order No.: _____

“Owner”		“Seller”	
Owner:		Seller:	
Address:		Address:	
Phone:		Phone:	
Fax:		Fax:	

“Project”			
Project Name:		Contract Date:	
Project Address:			

DESCRIPTION OF GOODS OR SERVICES – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing **[INSERT DESCRIPTION OF GOODS]** (“Goods”), which shall be incorporated into the District’s **[INSERT DESCRIPTION OF PROJECT]** (“Master Project”).

SCHEDULE – Goods shall be produced and delivered to the Project Address indicated above on or before **[INSERT DELIVERY DATE]** (“Schedule”)

PRICE – The Goods shall be priced at **\$[INSERT PRICE]**.

DISTRICT TAX EXEMPT CERT. #**[INSERT #]**

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

Edgewater East Community Development District		
Owner		Seller
By:		By:
Name:		Name:
Title:		Title:
Date Executed:		Date Executed:

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 25 days of receipt of a proper invoice for construction Goods and 45 days of receipt of a proper invoice for non-construction Goods, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq. of the Florida Statutes. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, shall be fit for use in the Master Project, and shall conform to the specifications set forth in **Exhibit A**. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless,

and defend Owner, **INSERT DISTRICT ENGINEER AND DEVELOPER** and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.

8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers’ Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.

The policies required in subparagraphs (a) and (c) above shall name as additional insureds the following: Owner, **INSERT DISTRICT ENGINEER AND DEVELOPER** and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees. Upon execution of this Order and 15 days prior to the renewal of any of the required insurance, Seller shall furnish Owner with certificates of insurance, and endorsements, evidencing that all insurance required hereunder is in full force and effect, if requested by Owner. All required insurance shall provide 30 days advance written notice to Owner of any cancellation or reduction in coverage.

9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner’s limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner’s right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties

with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order without the prior written consent of Owner. Owner may assign this Order to any transferee of the Project, and upon such transferee's assumption of the obligations of Owner hereunder, Owner shall thereafter be released from any obligations accruing pursuant to this Order.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.

22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and **Exhibit A**, this document shall control.

EXHIBIT A: Specifications

Exhibit B
FORM OF CERTIFICATE OF ENTITLEMENT
CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Edgewater East Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the construction of _____.

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

You must initial each of the following requirements.

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

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

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to

conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

_____	_____
Signature of Authorized Representative	Title

_____	_____
Purchaser's Name (Print or Type)	Date

Federal Employer Identification Number: _____

Telephone Number:

You must attach a copy of the Purchase Order and District's Consumer's Certificate of Exemption to this Certificate of Entitlement and send a copy to each vendor and contractor. District shall retain one copy for its records. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

4A

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Edgewater East Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted or will adopt an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts,

including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman, Vice Chair in the Chairman's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of May, 2025.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

Work Authorization

_____, 2025

Board of Supervisors
Edgewater East Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number ____**
Edgewater East Community Development District

Dear Chairman, Board of Supervisors:

_____ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Edgewater East Community Development District (the "District"). We will provide these services pursuant to our current agreement dated _____ (the "Engineering Agreement") as follows:

I. Scope of Work

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By:

Authorized Representative of District

Date:

By: _____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Edgewater East Community Development District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

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.

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 the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials

in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to,

verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.
\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: Edgewater East Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED**_____, **20**__.
2. Edgewater East Community Development District State of Florida sales tax exemption certificate number: _____

Edgewater East Community Development District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

OWNER: Edgewater East Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Edgewater East Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # _____ with _____ (Name of Contractor) for the construction of _____.

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

You must initial each of the following requirements.

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

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

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

Signature of Authorized Representative
of Governmental Entity

Title

Edgewater East Community Development District

Purchaser's Name

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5A

**REMIBURSEMENT AGREEMENT
FOR WATER IMPACT FEE CREDITS**

This 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 pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

JCH CP, LLC, a Florida limited liability company, with a mailing address of 283 Cranes Roost Blvd., Suite 250, Altamonte Springs, FL 32701 ("**JCHCP**" and together with the District, the "**Parties**").

RECITALS

WHEREAS, on or about September 30, 2021, JCHCP purchased from the District \$152,000.00 of water impact fee credits ("**Water Credits**") which were held in an account in the District's name with Tohopekaliga Water Authority ("**TOHO**"); and

WHEREAS, on or about January 4, 2023, JCHCP purchased from the District an additional \$691,008.00 of Water Credits which were held in an account in the District's name with TOHO; and

WHEREAS, JCHCP has only used \$477,485.00 of the \$843,008.00 in Water Credits it purchased; and

WHEREAS, due to the unauthorized actions of a third party, the District's Water Credit account with TOHO does not have enough credits remaining for JCHCP to access all of the remaining \$365,523.00 in credits sold to JCHCP but not yet used by JCHCP; and

WHEREAS, the District desires to reimburse JCHCP in cash the difference between the amount of Water Credits purchased by JCHCP (\$843,008.00) and the cumulative amount of Water Credits previously used by JCHCP (\$477,485.00), which amount of difference totals \$365,523.00 (the "**Reimbursement**").

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 Parties agree as follows:

1. REIMBURSEMENT. Within thirty (30) calendar days of the effective date of this Agreement, the District shall pay to the JCHCP the amount of \$365,523.00 to reimburse JCHCP for the amount of Water Credits purchased by JCHCP but no longer available for use by JCHCP.

At the District's election, this amount may be reduced through an offset of the amounts owed to the District from JCHCP under a separate agreement relating to sewer impact fee credits.

2. SEPARATE AGREEMENT REQUIRED FOR ADDITIONAL CREDITS. JCHCP represents that Toho has not issued JCHCP more than \$477,485.00 of the \$843,008.00 in Water Credits it purchased from the District. JCHCP agrees not to apply to Toho for any more of the \$843,008.00 in Water Credits it purchased from the District unless JCHCP and the District enter into a separate, future written agreement to purchase the same.

3. RELEASE. Upon full execution of this Agreement and full payment of the amount required hereunder, JCHCP does hereby release, acquit and forever discharge CDD, as well as all of its officers, supervisors, directors, managers, engineers, surveyors, attorneys, respective heirs and assigns, beneficiaries, predecessors, successors as well as all agents and employees thereof from any and all manner of actions, suits, claims, damages, whether known or unknown, liquidated or unliquidated, affixed, contingent, direct or indirect which it may have had, may now have or may hereafter have for the District's failure to deliver \$365,523.00 of Water Credits to JCHCP. This Agreement is intended to cover every matter that could be comprehended by the Parties whether explained in a general or particular manner so that there should be no claim remaining between any of the Parties of any kind or nature arising out of the District's failure to deliver \$365,523.00 of Water Credits to JCHCP from the beginning of time to the date of this Agreement.

4. 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 consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

5. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

6. 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.

7. 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.

8. 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.

9. 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.

10. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any of the Parties without the prior written consent of the others. Any purported assignment without such approval shall be void.

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

12. EFFECTIVE DATE AND TERM. This Agreement shall be effective upon the date written above.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

JCH CP, LLC
A Florida limited liability company

Printed Name: _____

By: _____
Its: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5B

**REMIBURSEMENT AGREEMENT
FOR WATER IMPACT FEE CREDITS**

This 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 pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

M/I Homes of Orlando, LLC, a Florida limited liability company, and an owner of certain lands within the District, with a mailing address of 400 International Parkway, Suite 470, Lake Mary, FL 32746, and its successors and assigns ("**M/I**" and together with the District, the "**Parties**").

RECITALS

WHEREAS, on or about September 30, 2021, M/I purchased from the District \$144,000.00 of water impact fee credits ("**Water Credits**") which were held in an account in the District's name with Tohopekaliga Water Authority ("**TOHO**"); and

WHEREAS, on or about May 1, 2023, M/I purchased from the District an additional \$715,473.00 of Water Credits which were held in an account in the District's name with TOHO; and

WHEREAS, M/I has only used \$701,409.00 of the \$859,473.00 in Water Credits it purchased; and

WHEREAS, due to the unauthorized actions of a third party, the District's Water Credit account with Toho does not have enough credits remaining for M/I to access the remaining \$158,064.00 in Water Credits sold to M/I; and

WHEREAS, the District desires to reimburse M/I in cash the difference between the amount of Water Credits purchased by M/I (\$859,473.00) and the amount of Water Credits used by M/I (\$701,409.00), which amount of difference totals \$158,064.00 (the "**Reimbursement**").

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 Parties agree as follows:

1. REIMBURSEMENT. Within thirty (30) calendar days of the effective date of this Agreement, the District shall pay to M/I the amount of \$158,064.00 to reimburse M/I for the amount of Water Credits purchased by M/I but no longer available for use by M/I.

2. SEPARATE AGREEMENT REQUIRED FOR ADDITIONAL CREDITS. M/I represents that Toho has not issued M/I more than \$701,409.00 of the \$859,473.00 in Water Credits it purchased from the District. M/I agrees not to apply to Toho for any more of the \$859,473.00 in Water Credits it purchased from the District unless M/I and the District enter into a separate, future written agreement to purchase the same.

3. RELEASE. Upon full execution of this Agreement and full payment of the amount required hereunder, M/I does hereby release, acquit and forever discharge CDD, as well as all of its officers, supervisors, directors, managers, engineers, surveyors, attorneys, respective heirs and assigns, beneficiaries, predecessors, successors as well as all agents and employees thereof from any and all manner of actions, suits, claims, damages, whether known or unknown, liquidated or unliquidated, affixed, contingent, direct or indirect which it may have had, may now have or may hereafter have for the District's failure to deliver \$158,064.00 of Water Credits to M/I. This Agreement is intended to cover every matter that could be comprehended by the Parties whether explained in a general or particular manner so that there should be no claim remaining between any of the Parties of any kind or nature arising out of the District's failure to deliver \$158,064.00 of Water Credits to M/I from the beginning of time to the date of this Agreement.

4. 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 consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

5. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

6. 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.

7. 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.

8. 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.

9. 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.

10. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any of the Parties without the prior written consent of the others. Any purported assignment without such approval shall be void.

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

12. EFFECTIVE DATE AND TERM. This Agreement shall be effective upon the date written above.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

M/I HOMES OF ORLANDO, LLC
A Florida limited liability company

Printed Name: _____

By: _____
Its: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5C

**REMIBURSEMENT AGREEMENT
FOR OVERUSE OF WATER IMPACT FEE CREDITS**

This 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 pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Meritage Homes of Florida, Inc., a Florida corporation, and an owner of certain lands within the District, with a mailing address of 8800 East Raintree Drive, Suite 300, Scottsdale, AZ 85260, and its successors and assigns ("**Meritage**" and together with the District, the "**Parties**").

RECITALS

WHEREAS, on or about September 30, 2021, Meritage purchased from the District \$272,000.00 of water impact fee credits ("**Water Credits**") which were held in an account in the District's name with Tohopekaliga Water Authority ("**TOHO**"); and

WHEREAS, Meritage actually and inadvertently used a total of \$974,728.00 of Water Credits which were held in an account in the District's name with TOHO; and

WHEREAS, Meritage desires to reimburse the District in cash the difference between the amount of Water Credits purchased by Meritage (\$272,000.00) and the amount of Water Credits used by Meritage (\$974,728.00), which amount of difference totals \$702,728.00 (the "**Reimbursement**").

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 Parties agree as follows:

1. REIMBURSEMENT. Within fifteen (15) calendar days of the effective date of this Agreement, Meritage shall pay to the District the amount of \$702,728.00 to reimburse the District for the amount of Water Credits used by Meritage but not purchased by Meritage.

2. SEPARATE AGREEMENT REQUIRED FOR ADDITIONAL CREDITS. Meritage agrees not to apply to Toho for any more of the \$272,000.00 in Water Credits it purchased from the District unless Meritage and the District enter into a separate, future written agreement to purchase the same.

3. 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 consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

4. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

5. 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.

6. 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.

7. 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.

8. 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.

9. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any of the Parties without the prior written consent of the others. Any purported assignment without such approval shall be void.

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

11. EFFECTIVE DATE AND TERM. This Agreement shall be effective upon the date written above.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

MERITAGE HOMES OF FLORIDA, INC.
A Florida corporation

Printed Name: _____

By: _____
Its: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5D

**REMIBURSEMENT AGREEMENT
FOR SEWER IMPACT FEE CREDITS**

This 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 pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

M/I Homes of Orlando, LLC, a Florida limited liability company, and an owner of certain lands within the District, with a mailing address of 400 International Parkway, Suite 470, Lake Mary, FL 32746, and its successors and assigns ("**M/I**"), and

Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, and the developer of the lands in the District, with a mailing address of 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 ("**Developer**," and together with the District and M/I, "**Parties**").

RECITALS

WHEREAS, on or about September 30, 2021, M/I purchased from the District \$266,221.31 of sewer impact fee credits ("**Sewer Credits**") which were held in an account in the District's name with Tohopekaliga Water Authority ("**TOHO**"); and

WHEREAS, on or about September 30, 2021, M/I purchased from the Developer \$93,778.69 of Sewer Credits which were held in an account in the District's name with TOHO; and

WHEREAS, on or about May 1, 2023, M/I purchased from the District an additional \$407,935.00 of Sewer Credits which were held in an account in the District's name with TOHO; and

WHEREAS, M/I has only used \$738,878.00 of the \$767,935.00 in Sewer Credits it purchased; and

WHEREAS, due to the unauthorized actions of a third party, the District's Sewer Credit account with TOHO does not have enough credits remaining for M/I to access the remaining \$29,057.00 in Sewer Credits sold to M/I; and

WHEREAS, the District desires to reimburse M/I in cash the difference between the amount of Sewer Credits purchased by M/I (\$767,935.00) and the amount of Sewer Credits used by M/I (\$738,878.00), which amount of difference totals \$29,057.00 (the “**Reimbursement**”).

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 Parties agree as follows:

1. REIMBURSEMENT. Within thirty (30) calendar days of the effective date of this Agreement, the District shall pay to M/I the amount of \$29,057.00 to reimburse M/I for the amount of Sewer Credits purchased by M/I but no longer available for use by M/I.

2. SEPARATE AGREEMENT REQUIRED FOR ADDITIONAL CREDITS. M/I represents that Toho has not issued M/I more than \$738,878.00 of the \$767,935.00 in Sewer Credits it purchased from the District. M/I agrees not to apply to Toho for any more of the \$767,935.00 in Sewer Credits it purchased from the District unless M/I and the District enter into a separate, future written agreement to purchase the same.

3. RELEASE. Upon full execution of this Agreement and full payment of the amount required hereunder, M/I does hereby release, acquit and forever discharge CDD and Developer, as well as all of their officers, supervisors, directors, managers, engineers, surveyors, attorneys, respective heirs and assigns, beneficiaries, predecessors, successors as well as all agents and employees thereof from any and all manner of actions, suits, claims, damages, whether known or unknown, liquidated or unliquidated, affixed, contingent, direct or indirect which it may have had, may now have or may hereafter have for the District’s failure to deliver \$29,057.00 of Sewer Credits to M/I. This Agreement is intended to cover every matter that could be comprehended by the Parties whether explained in a general or particular manner so that there should be no claim remaining between any of the Parties of any kind or nature arising out of the District’s or Developer’s failure to deliver \$29,057.00 of Sewer Credits to M/I from the beginning of time to the date of this Agreement.

4. 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 consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

5. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

6. 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.

7. 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.

8. 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.

9. 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.

10. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any of the Parties without the prior written consent of the others. Any purported assignment without such approval shall be void.

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

12. EFFECTIVE DATE AND TERM. This Agreement shall be effective upon the date written above.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

M/I HOMES OF ORLANDO, LLC
A Florida limited liability company

Printed Name: _____

By: _____
Its: _____

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5E

**REMIBURSEMENT AGREEMENT
FOR OVERUSE OF SEWER IMPACT FEE CREDITS**

This 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 pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

JCH CP, LLC, a Florida limited liability company, with a mailing address of 283 Cranes Roost Blvd., Suite 250, Altamonte Springs, FL 32701 and its successors and assigns ("**JCHCP**"), and

Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, and the developer of the lands in the District, with a mailing address of 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 ("**Developer**," and together with the District and JCHCP, "**Parties**").

RECITALS

WHEREAS, on or about September 30, 2021, JCHCP purchased from the District \$281,011.38 of sewer impact fee credits ("**Sewer Credits**") which were held in an account in the District's name with Tohopekaliga Water Authority ("**TOHO**"); and

WHEREAS, on or about September 30, 2021, JCHCP purchased from the Developer \$98,988.62 of Sewer Credits which were held in an account in the Developer's name with TOHO; and

WHEREAS, on or about January 4, 2023, JCHCP purchased from the District \$1,892.00 of Sewer Credits which were held in an account in the District's name with TOHO; and

WHEREAS, JCHCP actually and inadvertently used a total of \$506,422.00 of Sewer Credits; and

WHEREAS, JCHCP desires to reimburse the District in cash the difference between the amount of Sewer Credits purchased by JCHCP (\$381,892.00) and the amount of Sewer Credits used by JCHCP (\$506,422.00), which amount of difference totals \$124,530.00 (the "**Reimbursement**"); and

WHEREAS, the Developer wishes to acknowledge that it agrees to the Reimbursement being made to the District and relinquishes any rights it may have to share in the Reimbursement.

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 Parties agree as follows:

1. REIMBURSEMENT. Within fifteen (15) calendar days of the effective date of this Agreement, JCHCP shall pay to the District the amount of \$124,530.00 to reimburse the District for the amount of Sewer Credits used by JCHCP but not purchased by JCHCP. At the District's election, this amount may be satisfied by the District through an offset of the amounts owed by the District to JCHCP under a separate agreement relating to water impact fee credits. The Developer agrees to the Reimbursement being made to the District and relinquishes any rights it may have to share in the Reimbursement.

2. SEPARATE AGREEMENT REQUIRED FOR ADDITIONAL CREDITS. JCHCP agrees not to apply to Toho for any more of the \$381,892.00 in Sewer Credits it purchased from the District unless JCHCP and the District enter into a separate, future written agreement to purchase the same.

3. 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 consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

4. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

5. 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.

6. 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.

7. 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.

8. 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.

9. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any of the Parties without the prior written consent of the others. Any purported assignment without such approval shall be void.

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

11. EFFECTIVE DATE AND TERM. This Agreement shall be effective upon the date written above.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

JCH CP, LLC,
A Florida limited liability company

By: _____
Its: _____

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

5F

**REMIBURSEMENT AGREEMENT
FOR OVERUSE OF SEWER IMPACT FEE CREDITS**

This 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 pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Meritage Homes of Florida, Inc., a Florida corporation, and an owner of certain lands within the District, with a mailing address of 8800 East Raintree Drive, Suite 300, Scottsdale, AZ 85260, and its successors and assigns ("**Meritage**"), and

Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, and the developer of the lands in the District, with a mailing address of 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 ("**Developer**," and together with the District and Meritage, "**Parties**").

RECITALS

WHEREAS, on or about September 30, 2021, Meritage purchased from the District \$502,862.46 of sewer impact fee credits ("**Sewer Credits**") which were held in an account in the District's name with Tohopekaliga Water Authority ("**TOHO**"); and

WHEREAS, on or about September 30, 2021, Meritage purchased from the Developer \$177,137.54 of Sewer Credits which were held in an account in the Developer's name with TOHO; and

WHEREAS, Meritage actually and inadvertently used a total of \$777,576.94 of Sewer Credits; and

WHEREAS, Meritage desires to reimburse the District in cash the difference between the amount of Sewer Credits purchased by Meritage (\$680,000.00) and the amount of Sewer Credits used by Meritage (\$777,576.94), which amount of difference totals \$97,576.94 (the "**Reimbursement**"); and

WHEREAS, the Developer wishes to acknowledge that it agrees to the Reimbursement being made to the District and relinquishes any rights it may have to share in the Reimbursement.

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 Parties agree as follows:

1. REIMBURSEMENT. Within fifteen (15) calendar days of the effective date of this Agreement, Meritage shall pay to the District the amount of \$97,576.94 to reimburse the District for the amount of Sewer Credits used by Meritage but not purchased by Meritage. The Developer agrees to the Reimbursement being made to the District and relinquishes any rights it may have to share in the Reimbursement.

2. SEPARATE AGREEMENT REQUIRED FOR ADDITIONAL CREDITS. Meritage agrees not to apply to Toho for any more of the \$680,000.00 in Sewer Credits it purchased from the District unless Meritage and the District enter into a separate, future written agreement to purchase the same.

3. 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 consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

4. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

5. 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.

6. 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.

7. 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.

8. 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.

9. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any of the Parties without the prior written consent of the others. Any purported assignment without such approval shall be void.

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

11. EFFECTIVE DATE AND TERM. This Agreement shall be effective upon the date written above.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

MERITAGE HOMES OF FLORIDA, INC.
A Florida corporation

By: _____
Its: _____

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

6

EDGEWATER CROSS PRAIRIE – PHASE 1

A REPLAT OF LOTS 74, 86, 87, 89, 90, 91, 102, 103, 104, 107. AND 118, AND A PORTION OF LOTS 70, 75, 76, 85, 92, 101, 105, 106, 108, 117, 119, 121, 122, 123 AND 124 AND A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY THE SEMINOLE LAND AND INVESTMENT COMPANY’S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST PER PLAT BOOK B, PAGE 55 OSCEOLA COUNTY, FLORIDA CITY OF ST. CLOUD

LEGAL DESCRIPTION

A parcel of land being Lots 74, 86, 87, 89, 90, 91, 102, 103, 104, 107, and 118, and a portion of Lots 75, 76, 85, 92, 101, 105, 106, 108, 117, 119, 121, 122, 123, and 124, and a portion of 35.00 feet wide platted Right of Way, THE SEMINOLE LAND AND INVESTMENT COMPANY’S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 55 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the South ¼ corner of Section 17, Township 26 South, Range 30 East, Osceola County, Florida; thence run N00°38'28"W along the East line of the Southwest ¼ of said Section 17, a distance of 20.01 feet; thence departing said East line, run N89°30'02"W, a distance of 17.50 feet to a point on the North Right of Way line of Clay Whaley Road, said point being the Point of Beginning; thence continue N89°30'02"W along said North Right of Way line, a distance of 2,405.26 feet; thence departing said North Right of Way line, run N10°10'23"E, a distance of 20.29 feet; thence run S89°30'02"E, a distance of 610.22 feet; thence run N00°29'58"E, a distance of 27.00 feet; thence run S89°30'02"E, a distance of 67.63 feet; thence run N16°50'32"E, a distance of 660.31 feet; thence run N84°52'06"W, a distance of 743.24 feet to a point on the Meander Line of Lake Tohopekaliga; thence along said Meander Line the following four (4) courses and distances; thence run N10°10'23"E, a distance of 202.69 feet; thence run N24°40'23"E, a distance of 1,188.07 feet; thence run N58°10'23"E, a distance of 264.02 feet; thence run N54°10'23"E, a distance of 229.45 feet to a Point on a non-tangent curve, concave to the South, having a Radius of 134.62 feet and a Central Angle of 85°32'33"; thence departing said Meander Line, run Easterly, along the Arc of said curve, a distance of 200.99 feet (Chord Bearing = S81°40'58"E, Chord = 182.84 feet); thence run S32°35'48"E, a distance of 208.76 feet to a Point on a non-tangent curve, concave to the South, having a Radius of 781.22 feet and a Central Angle of 31°15'18"; thence run Easterly, along the Arc of said curve, a distance of 426.16 feet (Chord Bearing = N74°30'05"E, Chord = 420.89 feet); thence run S89°42'19"E, a distance of 236.41 feet; thence run S00°29'56"W, a distance of 489.11 feet; thence run S89°30'04"E, a distance of 115.00 feet; thence run S00°29'56"W, a distance of 1,310.00 feet; thence run N89°30'04"W, a distance of 115.00 feet; thence run S00°29'56"W, a distance of 372.43 feet; thence run S89°30'20"E, a distance of 413.37 feet; thence run S00°38'28"E, a distance of 47.01 feet to the Point of Beginning.

Containing 3,431,783 square feet or 78.783 acres, more or less.

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS), REFERENCE BEARING BEING THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST AS BEING N00°38'28"W.
- 2. ALL LOT LINES THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS DESIGNATED NON-RADIAL (N.R.).
- 3. THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT SHALL BE HEREIN REFERRED TO AS "THE CDD".
- 4. THE EDGEWATER AT CROSS PRAIRIE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, SHALL HEREIN BE REFERRED TO AS "THE HOA".
- 5. UNLESS OTHERWISE SHOWN, THERE IS A 10.00 FOOT DRAINAGE AND UTILITY EASEMENT ADJACENT TO ALL RIGHT OF WAYS, THE DRAINAGE AND UTILITY EASEMENT AREAS SHALL BE OWNED AND MAINTAINED BY THE OWNER OF THE RESPECTIVE TRACT UPON WHICH EACH SUCH EASEMENT IS LOCATED.
- 6. UNLESS OTHERWISE SHOWN, THERE IS A 5.00 FOOT DRAINAGE AND ACCESS EASEMENT ALONG THE SIDES AND REAR OF ALL LOTS. THE DRAINAGE AND ACCESS EASEMENT AREAS SHALL BE OWNED AND MAINTAINED BY THE OWNER OF THE RESPECTIVE TRACT UPON WHICH EACH SUCH EASEMENT IS LOCATED AND SHALL PROVIDE THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD) (AND/OR THE HOA) THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN SAID EASEMENT.
- 7. TRACTS ALLEY-1A, ALLEY-1B, ALLEY-1C, ALLEY-2 AND ALLEY-3, ARE PRIVATE ALLEY TRACTS AND ARE DEDICATED TO MAINTAINED BY THE HOA AFTER CONVEYANCE BY SEPARATE INSTRUMENT TO THE HOA.
- 8. TRACT 4 IS A RECREATION SPACE TRACT AND IS TO BE OWNED AND MAINTAINED BY THE HOA AFTER CONVEYANCE BY SEPARATE INSTRUMENT TO THE HOA.
- 9. TRACTS 5, 6, 7, 8, 9, 10, 11, AND 13 ARE OPEN SPACE TRACTS AND ARE TO BE OWNED AND MAINTAINED BY THE HOA AFTER CONVEYANCE BY SEPARATE INSTRUMENT TO THE HOA. THERE IS A BLANKET DRAINAGE EASEMENT OVER TRACTS 5, 6, 7, 8, 9, 10, 11, AND 13.
- 10. TRACT POND A IS A STORMWATER POND, AND TRACT 12 OPEN SPACE ARE TO BE OWNED AND MAINTAINED BY THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD) AFTER CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD IN O.R.B. 6659, PAGE 0074.
- 11. TRACT LIFT STATION IS A LIFT STATION TRACT AND IS TO BE OWNED AND MAINTAINED BY TOHO WATER AUTHORITY AND WILL BE CONVEYED BY A SEPARATE INSTRUMENT.
- 12. TRACT RW-1 IS AN ADDITIONAL RIGHT OF WAY TRACT FOR TRANSPORTATION USE PURPOSES, AND IS DEDICATED TO THE PUBLIC.
- 13. ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY DUKE ENERGY AND LEASED BY THE H.O.A. AT ITS SOLE EXPENSE, INCLUDING ALL ASSOCIATED POWER COSTS.
- 14. PER F.S.S. 177.091(28), ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 15. THE CITY OF ST. CLOUD SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR THE STORMWATER MANAGEMENT TRACTS AND DRAINAGE EASEMENTS, INCLUDING WITHOUT LIMITATION THE DRAINAGE SYSTEMS CONSTRUCTED THEREON. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF THE CITY OF ST. CLOUD FOR SAID PURPOSE.
- 16. DRAINAGE EASEMENTS SHALL REMAIN PERPETUALLY UNOBSTRUCTED BY PERMANENT STRUCTURES OR LANDSCAPE TREES. LAWN AND LANDSCAPE MAINTENANCE IN THESE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- 17. LOT CORNERS DEPICTED HEREON WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9), FLORIDA STATUTES.
- 18. THE ALLEYS SHOWN HEREON ARE PRIVATE RIGHTS OF WAY TO BE OWNED AND MAINTAINED BY THE "ASSOCIATION". SUCH ALLEYS ARE SUBJECT TO PUBLIC USE RIGHTS INCLUDING THE RIGHT OF INGRESS AND EGRESS TO AND FOR THE BENEFIT OF DELIVERY AND PICK-UP SERVICES AND OTHER AUTHORITIES OF LAW, UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF UTILITIES INCLUDING STORMWATER SYSTEM MAINTENANCE AND SHALL BE SUBJECT TO THE JURISDICTION OF THE CITY OF ST. CLOUD IN ESTABLISHING SUCH SPEED LIMITS AND TRAFFIC CONTROL DEVICES DEEMED NECESSARY AND APPROPRIATE. A NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN INGRESS/EGRESS EASEMENT OVER AND THROUGH ALL PRIVATE ALLEYS IS GRANTED TO THE OWNERS OF ALL LOTS SHOWN HEREON AND THEIR GUESTS.
- 19. ALL NON-GOVERNMENT ENTITIES, INCLUDING BUT NOT LIMITED TO, UTILITY COMPANIES, CABLE COMPANIES, TELECOMMUNICATIONS COMPANIES, INTERNET AND DATA COMPANIES, CONTRACTORS, SUBCONTRACTORS, BUILDERS, DEVELOPERS AND OTHERS PERFORMING AND UNDERGROUND OR ABOVE GROUND CONSTRUCTION WITHIN LAND OWNED BY THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD), OR LAND FOR WHICH THE CDD HAS AN EASEMENT OR MAINTENANCE RESPONSIBILITIES AS SHOWN ON THIS PLAT, MUST NOTIFY THE CDD MANAGER AT LEAST ONE WEEK (168 HOURS) IN ADVANCE AT INFO@EDGEWATEREASTCDD.NET. AFTER SUCCESSFUL NOTIFICATION, ALL SUCH ACTIVITIES SHALL BE COORDINATED IN ADVANCE WITH THE CDD MANAGER.
- 2. ALL NON-GOVERNMENT ENTITIES PERFORMING CONSTRUCTION WITHIN A UTILITY EASEMENT ON LAND OWNED BY THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD), OR LAND FOR WHICH THE CDD HAS AN EASEMENT OR MAINTENANCE RESPONSIBILITIES AS SHOWN ON THIS PLAT, SHALL IMMEDIATELY NOTIFY THE CDD MANAGER AT INFO@EDGEWATEREASTCDD.NET OF ANY DAMAGE TO EXISTING UTILITIES, LANDSCAPING AND IRRIGATION CAUSED BY SUCH ENTITY'S CONSTRUCTION.
- 21. THE BUILDER ENTITY EXECUTING THE DEDICATION ON THIS PLAT SHALL BE RESPONSIBLE FOR THE INSTALLATION OF UTILITIES AND STREET LIGHTING ON LANDS OWNED BY THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD), AND ON LAND FOR WHICH THE CDD HAS AN EASEMENT OR MAINTENANCE RESPONSIBILITY AS SHOWN ON THIS PLAT.
- 22. THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD) IS DEDICATED A MAINTENANCE, DRAINAGE AND INGRESS/EGRESS EASEMENT THROUGH AND ON ALL DRAINAGE EASEMENTS DEPICTED ON THIS PLAT.
- 23. THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT (CDD) CANNOT BE COMPELLED TO PERFORM ANY CONSTRUCTION WITHIN THE LIMITS OF THE PLAT UNLESS INCLUDED WITHIN THE PORTION OF THE CDD'S IMPROVEMENT PLAN FUNDED BY BOND PROCEEDS OR REQUIRED BY AN INTERLOCAL AGREEMENT TO WHOM THE CDD IS A PARTY.
- 24. ALL SIDEWALKS AND LANDSCAPING ELEMENTS, INCLUDING TREES, WITHIN THE RIGHT OF WAYS AND COMMON AREAS IN THIS DEVELOPMENT AS REQUIRED BY THE CITY OF ST. CLOUD LAND DEVELOPMENT CODE SHALL BE MAINTAINED BY THE PROPERTY OWNER, EDGEWATER EAST COMMUNITY ASSOCIATION OR ITS SUCCESSORS OR ASSIGNS.

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

DEDICATION & ACCEPTANCE
EDGEWATER CROSS PRAIRIE – PHASE 1

KNOW ALL MEN BY THESE PRESENTS, That the Edgewater East Community Development District, being the owner in fee simple of a portion of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the use and purpose therein expressed and dedicates the additional right of way Tract RW-1 for Transportation use purposes along Clay Whaley Road, Streets and Easements to the perpetual use of the public. The Edgewater East Community Development District hereby accepts the dedication to the Edgewater East Community Development District shown on this plat for the uses and purposes therein expressed.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed and sealed by the person(s) named below on _____, 2025.

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

By: _____
Print Name: Kevin Mays Vice Chairman
Signed and sealed in the presence of: _____
Witness: _____ Witness: _____
Signature _____ Signature _____
Print Name _____ Print Name _____

STATE OF FLORIDA COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY KEVIN MAYS, VICE CHAIRMAN AND SUCH PERSONS [] ARE PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

DEDICATION
EDGEWATER CROSS PRAIRIE – PHASE 1

KNOW ALL MEN BY THESE PRESENTS, That the company named below, being the owner in fee simple of a portion of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the use and purpose therein expressed and dedicates the additional right of way Tract RW-1 for Transportation use purposes along Clay Whaley Road, Streets and Easements to the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed and sealed by the person(s) named below on _____, 2025.

TPG AC EHC III (LEN) MULTI STATE 1, LLC, a Delaware limited liability company

By: _____
Print Name: Stenen S. Benson Manager
Signed and sealed in the presence of: _____
Witness: _____ Witness: _____

Signature _____ Signature _____
Print Name _____ Print Name _____
STATE OF FLORIDA COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY STEVEN S. BENSON, ITS MANAGER SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, That the undersigned, being a licensed surveyor registered in the State of Florida, does hereby certify that on _____, 2025, he completed the survey of the lands as shown in the fore-going plat; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown hereon as required by Osceola County requirements and regulations, this Plat was prepared under the undersigned responsible direction and supervision and that the plat complies with all requirements of Chapter 177, F.S.; that permanent control points will be placed as required by Ch. 177 F.S.; and that said land is located in Section 17, Township 26 South, Range 30 East, Osceola County, Florida, City of St. Cloud.

Richard D. Brown, P.S.M.

Dated _____ Registration No. _____5700
Professional Surveying Certificate of Authorization No. L.B. 966

JOHNSTON'S SURVEYING, LLC 900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL
BY CITY SURVEYOR

Pursuant to Section 177.081, Florida Statutes, this plat has been reviewed for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that this review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature..... Dated.....

Print Name..... Registration No.....
Florida Professional Surveyor and Mapper representing
St. Cloud, Florida

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and attest that it is in compliance with Chapter 177 of the Florida Statutes and was filed for record on _____ at _____

Clerk of the Circuit Court
in and for Osceola County, Florida

File No..... BY.....D.C.



CERTIFICATE OF APPROVAL BY
DEVELOPMENT REVIEW COMMITTEE

THIS IS TO CERTIFY, That on 12/13/2021 the preceding Preliminary Subdivision Plan (PS 21-00018) was approved and/or accepted by the St. Cloud City Council and that the foregoing Plat is in substantial accordance with the approved Preliminary Subdivision Plan and thereby as authorized by Ordinance No. 2024-86 is hereby approved by the Development Review Committee of St. Cloud, Florida on this _____ day of _____ 2025.

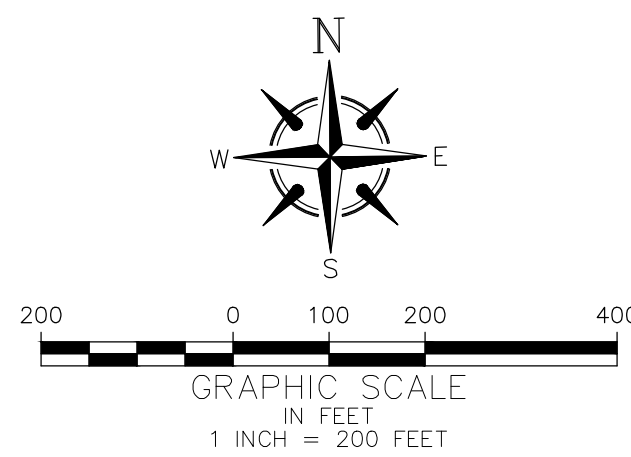
Print Name _____ Print Name _____
DRC Committee Chair DRC Coordinator

EDGEWATER CROSS PRAIRIE - PHASE 1

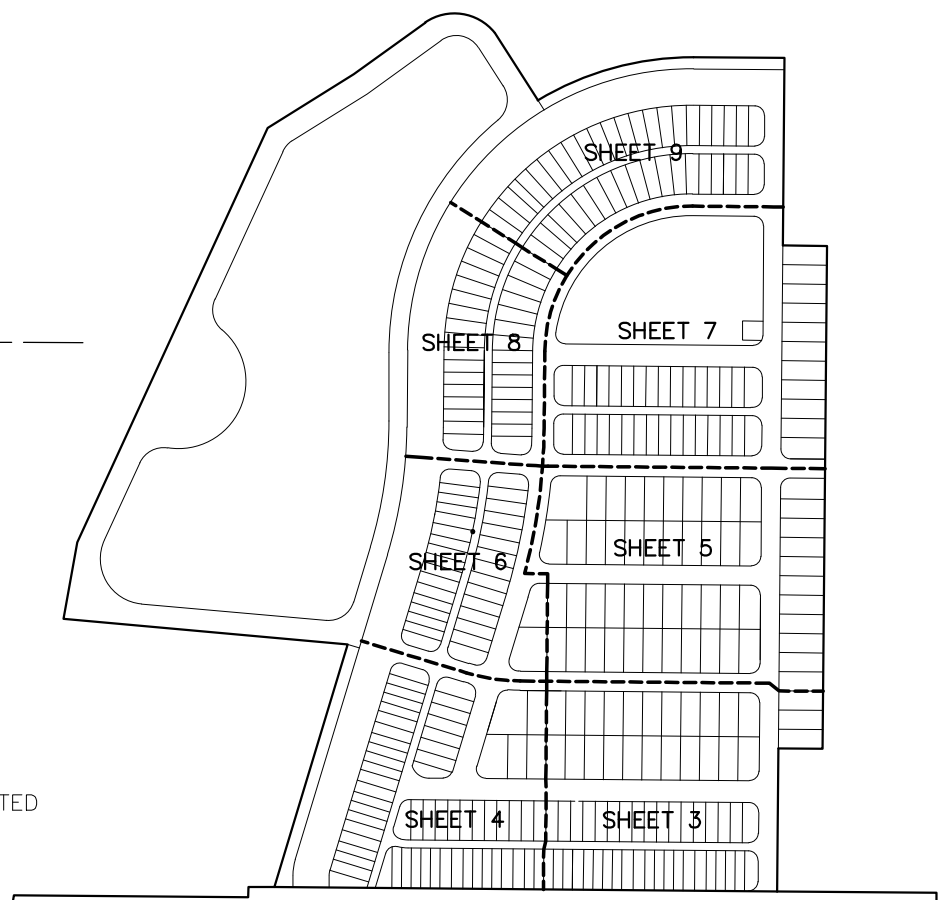
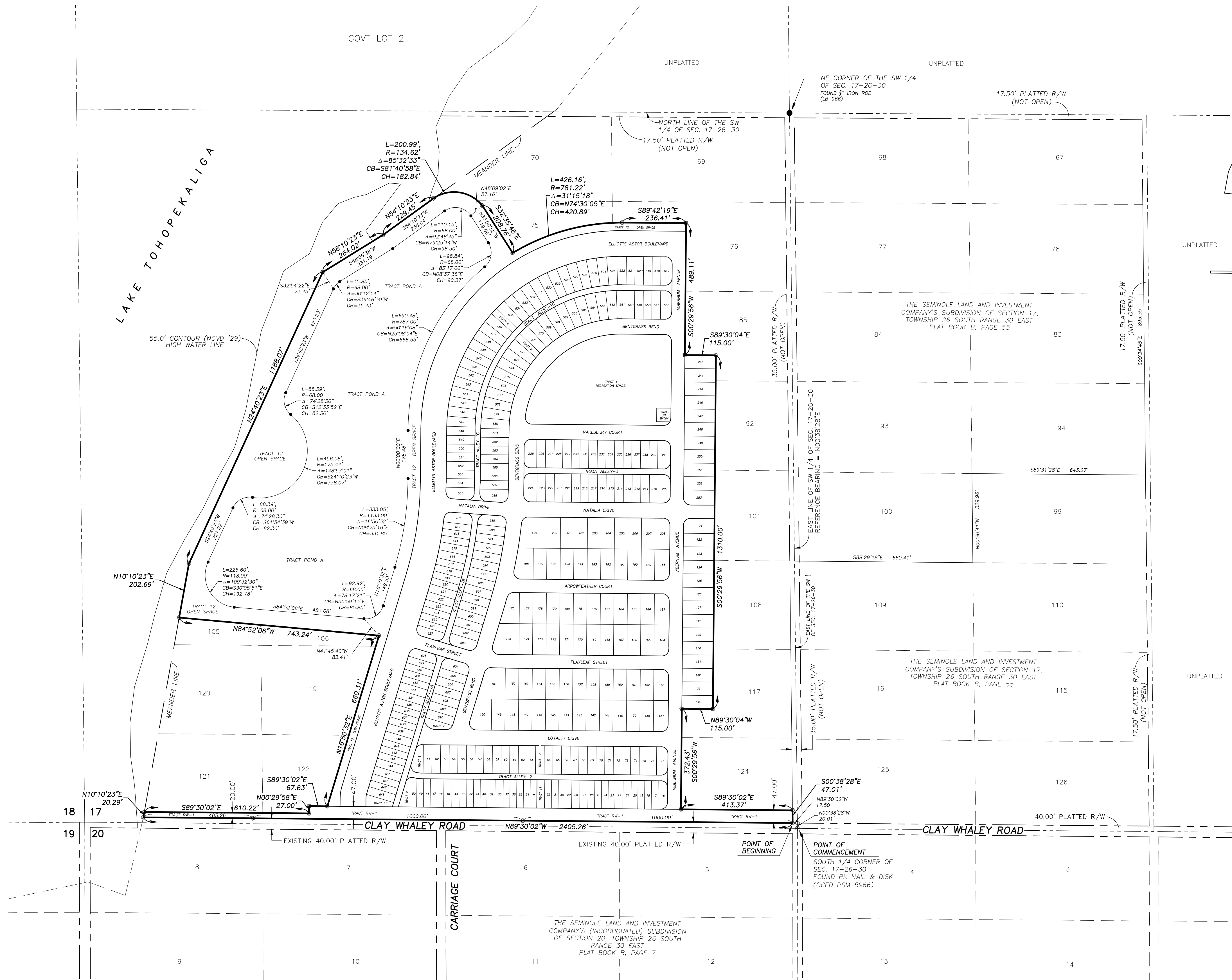
SHEET 2 OF 9

PLAT
BOOK

PAGE



A REPLAT OF LOTS 74, 86, 87, 89, 90, 91, 102, 103, 104, 107, AND 118, AND
A PORTION OF LOTS 70, 75, 76, 85, 92, 101, 105, 106, 108, 117, 119, 121, 122,
123 AND 124 AND A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY
THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17,
TOWNSHIP 26 SOUTH, RANGE 30 EAST PER PLAT BOOK B, PAGE 55
OSCEOLA COUNTY, FLORIDA
CITY OF ST. CLOUD



KEY MAP
NOT TO SCALE

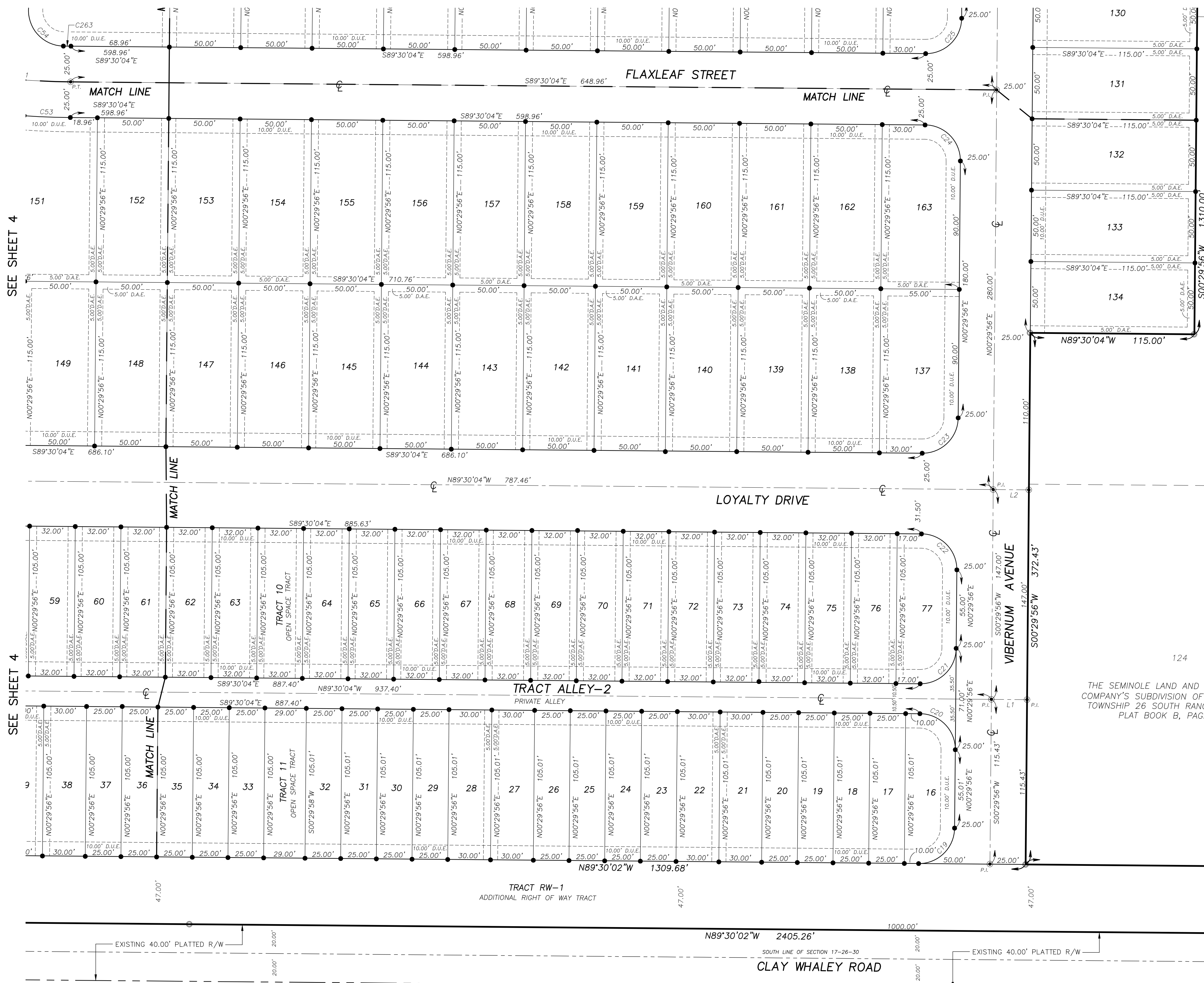
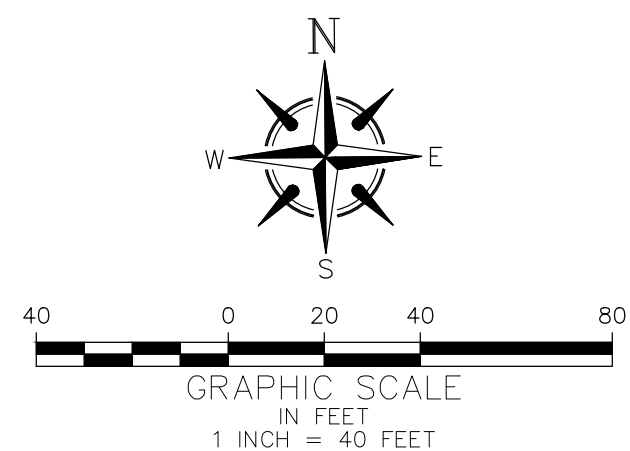
EDGEWATER CROSS PRAIRIE - PHASE 1

A REPLAT OF LOTS 74, 86, 87, 89, 90, 91, 102, 103, 104, 107, AND 118, AND
A PORTION OF LOTS 70, 75, 76, 85, 92, 101, 105, 106, 108, 117, 119, 121, 122,
123 AND 124 AND A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY
THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17,
TOWNSHIP 26 SOUTH, RANGE 30 EAST PER PLAT BOOK B, PAGE 55
OSCEOLA COUNTY, FLORIDA
CITY OF ST. CLOUD

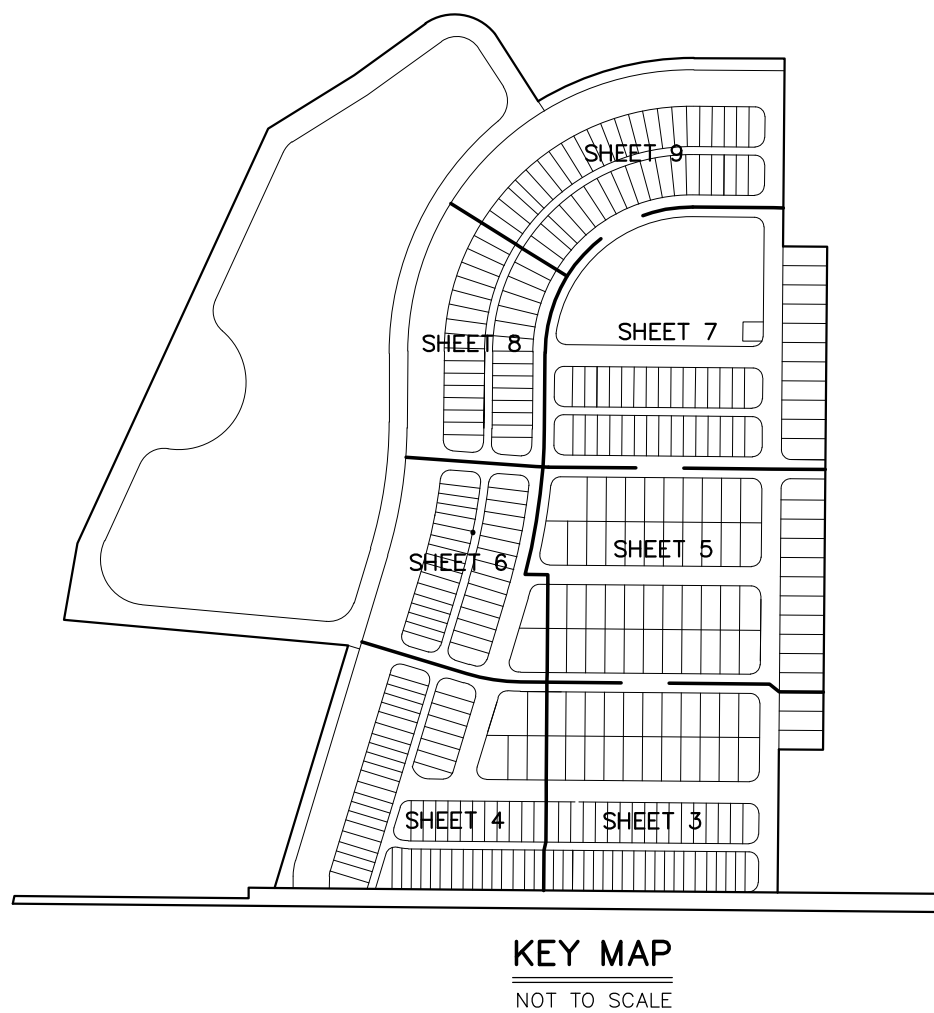
SHEET 3 OF 9

PLAT
BOOK

PAGE



SEE SHEET 5



LINE TABLE			
LINE #	DIRECTION	LENGTH	
L1	N89°30'04\"W	25.00'	
L2	N89°30'04\"W	25.00'	

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C19	25.00	90°00'02\"	39.27	N45°29'58\"E	35.36
C20	25.00	90°00'00\"	39.27	N44°30'04\"W	35.36
C21	25.00	90°00'00\"	39.27	N45°29'56\"E	35.36
C22	25.00	90°00'00\"	39.27	N44°30'04\"W	35.36
C23	25.00	90°00'00\"	39.27	N45°29'56\"E	35.36
C24	25.00	90°00'00\"	39.27	N44°30'04\"W	35.36
C25	25.00	90°00'00\"	39.27	N45°29'56\"E	35.36
C53	525.00	3°32'57\"	32.52	S87°43'36\"E	32.51
C54	25.00	105°42'14\"	46.12	S36°00'34\"E	39.85
C263	475.00	0°36'23\"	5.30	S89°10'53\"E	5.30

THE SEMINOLE LAND AND INVESTMENT
COMPANY'S SUBDIVISION OF SECTION 17,
TOWNSHIP 26 SOUTH RANGE 30 EAST
PLAT BOOK B, PAGE 55

**JOHNSTON'S
SURVEYING, LLC**
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

THE SEMINOLE LAND AND INVESTMENT
COMPANY'S (INCORPORATED) SUBDIVISION
OF SECTION 20, TOWNSHIP 26 SOUTH
RANGE 30 EAST
PLAT BOOK B, PAGE 7

THE SEMINOLE LAND AND INVESTMENT
COMPANY'S (INCORPORATED) SUBDIVISION
OF SECTION 20, TOWNSHIP 26 SOUTH
RANGE 30 EAST
PLAT BOOK B, PAGE 7

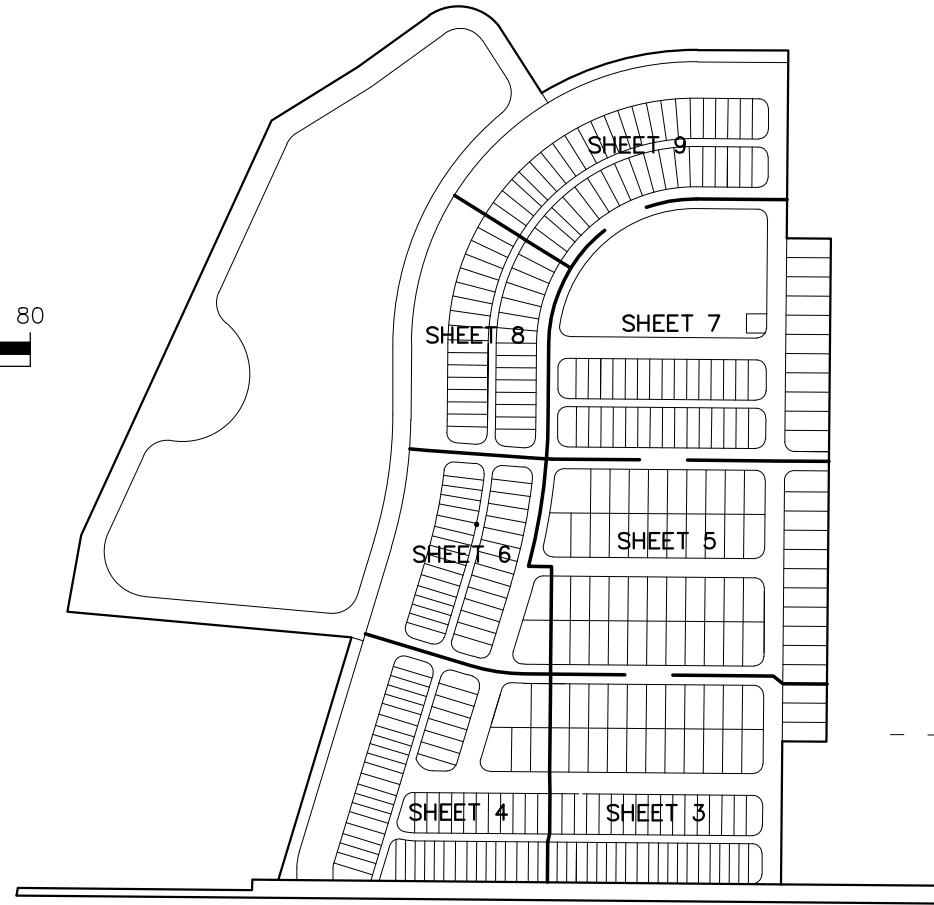
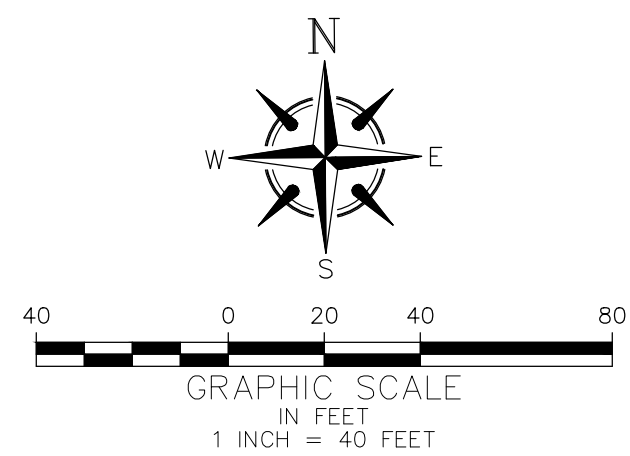
POINT OF
COMMENCEMENT
SOUTH 1/4 CORNER OF
SEC. 17-26-30
FD. PK & DISK (OCED
PSM 5966)

EDGEWATER CROSS PRAIRIE - PHASE 1

SHEET 4 OF 9

PLAT
BOOK

PAGE



KEY MAP
NOT TO SCALE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L6	N00°29'58"E	31.12'
L8	N73°09'28"W	31.13'

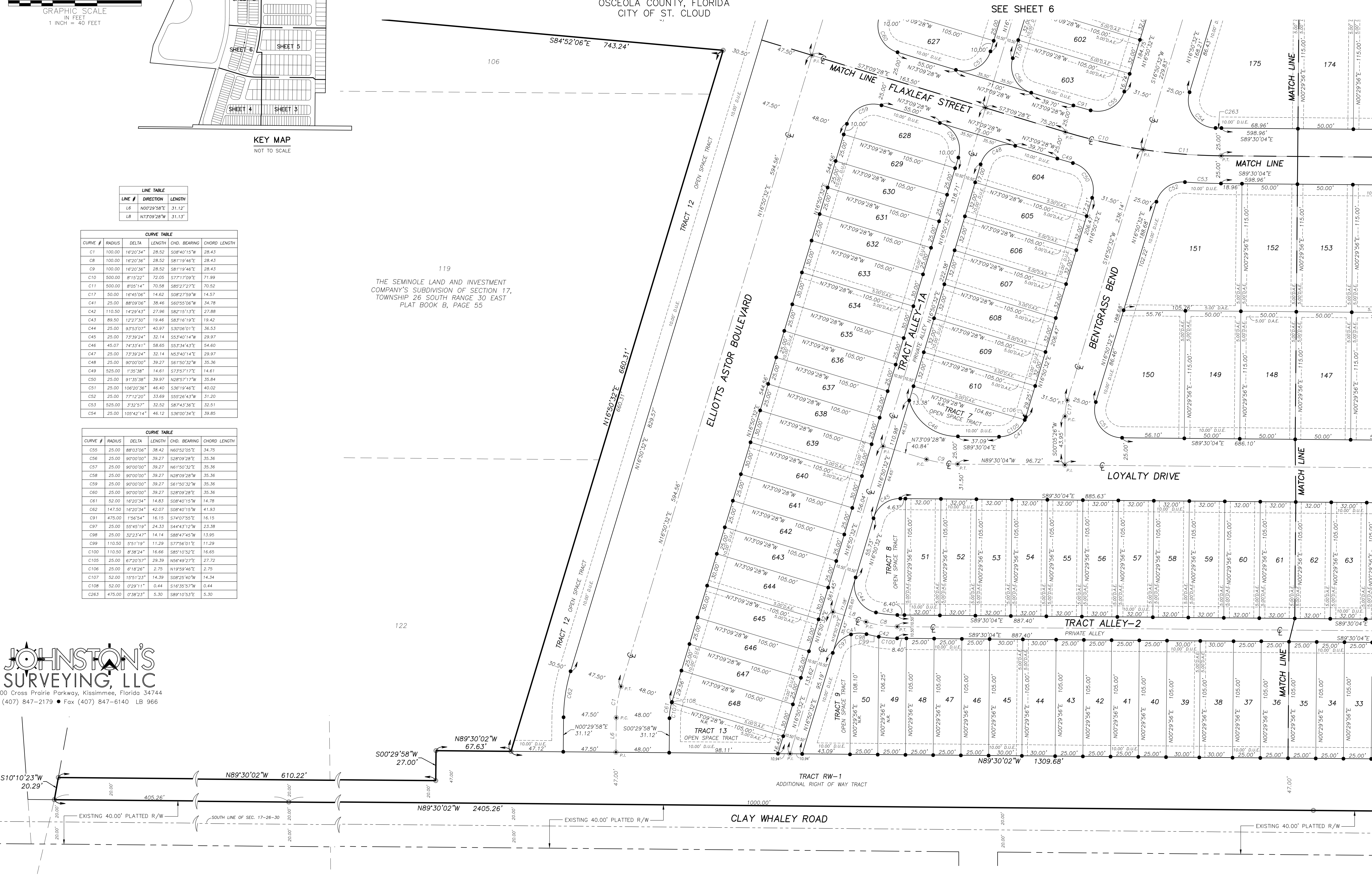
CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	100.00	16°20'34"	28.52	S08°40'15"W
C8	100.00	16°20'36"	28.52	S81°19'46"E
C9	100.00	16°20'36"	28.52	S81°19'46"E
C10	500.00	8°15'22"	72.05	S77°17'09"E
C11	500.00	8°05'14"	70.58	S85°27'27"E
C17	50.00	16°45'06"	14.62	S08°27'59"W
C41	25.00	88°09'06"	38.46	S60°55'06"W
C42	110.50	14°29'43"	27.96	S82°15'13"E
C43	89.50	12°27'30"	19.46	S83°16'19"E
C44	25.00	9°33'07"	40.97	S30°06'01"E
C45	25.00	7°33'24"	32.14	S53°40'14"W
C46	45.07	7°43'41"	58.65	S53°34'43"E
C47	25.00	7°33'24"	32.14	N53°40'14"E
C48	25.00	9°00'00"	39.27	S61°50'32"W
C49	525.00	1°35'38"	14.61	S73°57'17"E
C50	25.00	9°13'38"	39.97	N28°57'17"W
C51	25.00	10°20'36"	46.40	S36°19'46"E
C52	25.00	7°12'20"	33.69	S59°26'43"W
C53	525.00	3°32'57"	32.52	S87°43'36"E
C54	25.00	10°42'14"	46.12	S36°00'34"E

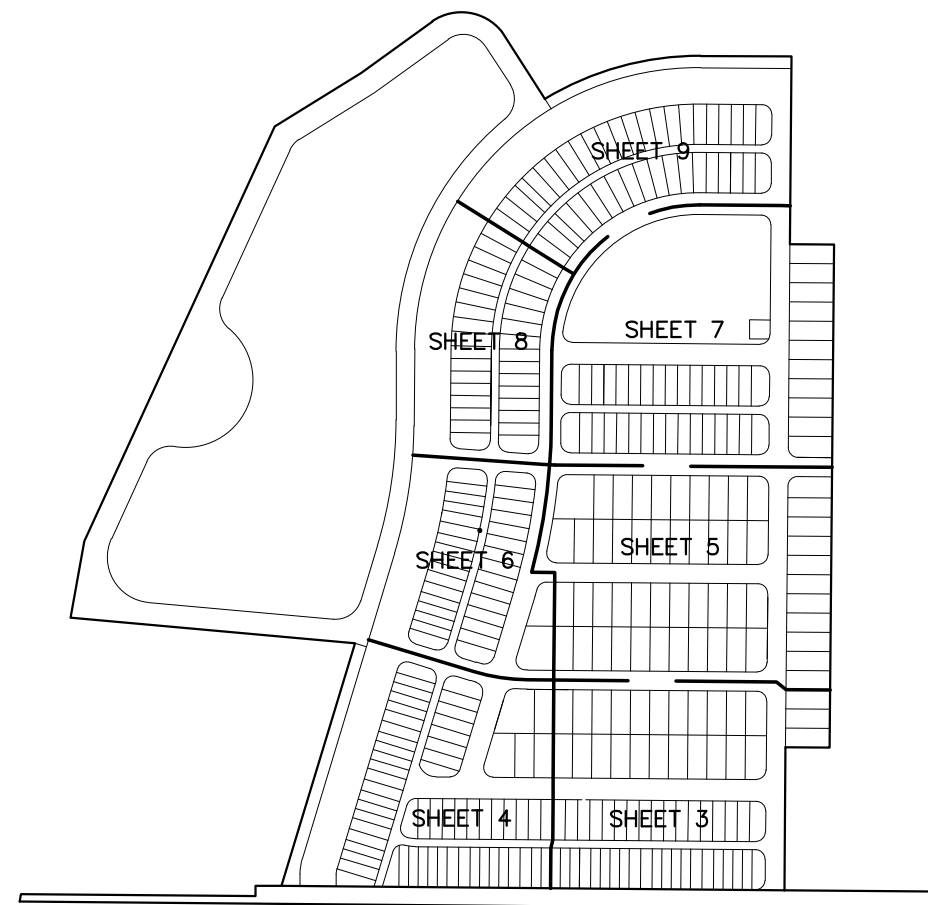
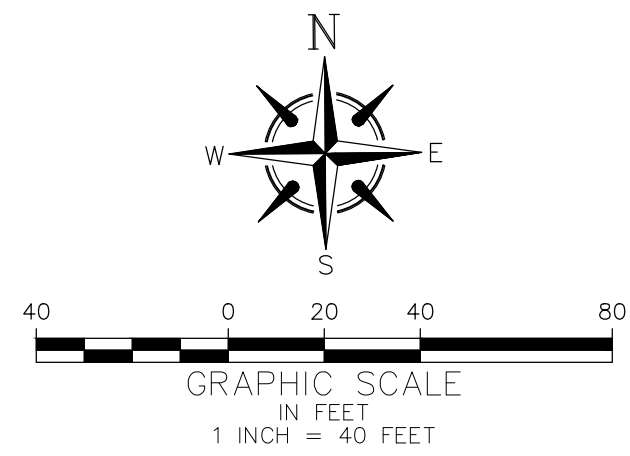
CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C55	25.00	88°03'06"	38.42	N60°52'05"E
C56	25.00	9°00'00"	39.27	S28°09'28"E
C57	25.00	9°00'00"	39.27	N61°50'32"E
C58	25.00	9°00'00"	39.27	N28°09'28"W
C59	25.00	9°00'00"	39.27	S61°50'32"W
C60	25.00	9°00'00"	39.27	S28°09'28"E
C61	52.00	16°20'34"	14.83	S08°40'15"W
C62	147.50	16°20'34"	42.07	S08°40'15"W
C91	475.00	1°56'54"	16.15	S74°07'55"E
C97	25.00	55°45'19"	24.33	S44°43'12"W
C98	25.00	32°23'47"	14.14	S88°47'45"W
C99	110.50	5°51'19"	11.29	S77°56'01"E
C100	110.50	8°38'24"	16.66	S85°10'52"E
C105	25.00	6°20'57"	29.39	N56°49'27"E
C106	25.00	6°18'26"	2.75	N19°59'46"E
C107	52.00	15°51'23"	14.39	S08°25'40"W
C108	52.00	0°29'11"	0.44	S16°35'57"W
C263	475.00	0°38'23"	5.30	S89°10'53"E

119
THE SEMINOLE LAND AND INVESTMENT
COMPANY'S SUBDIVISION OF SECTION 17,
TOWNSHIP 26 SOUTH RANGE 30 EAST
PLAT BOOK B, PAGE 55

122

**JOHNSTON'S
SURVEYING, LLC**
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966





KEY MAP
NOT TO SCALE

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C12	500.00	2°03'02"	17.89	S88°51'12"E	17.89
C13	500.00	1°37'21"	14.16	S88°41'23"E	14.16
C15	1538.50	2°06'13"	56.49	N15°47'26"E	56.49
C16	1538.50	10°34'43"	284.06	N09°28'57"E	283.65
C18	1538.50	3°39'40"	98.31	N02°19'46"E	98.29
C24	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C25	25.00	90°00'00"	39.27	N45°29'56"E	35.36
C26	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C27	25.00	90°00'00"	39.27	N45°29'56"E	35.36
C28	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C29	25.00	90°00'00"	39.27	N45°29'56"W	35.36
C30	25.00	90°00'00"	39.27	S44°30'04"E	35.36
C31	25.00	90°00'00"	39.27	N45°29'56"E	35.36
C33	525.00	3°32'57"	32.52	S87°43'36"E	32.51
C34	25.00	105°42'14"	46.12	S36°00'34"E	39.85
C63	25.00	74°21'10"	32.44	S53°19'21"W	30.21
C64	25.00	101°55'57"	44.48	S38°32'05"E	38.84
C65	1563.50	6°34'14"	179.30	N09°08'46"E	179.20
C66	1507.00	10°44'13"	282.41	N11°28'26"E	281.89
C67	25.00	91°56'00"	40.11	N39°51'41"W	35.95

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C74	25.00	91°56'00"	40.11	N48°12'19"E	35.95
C75	25.00	90°00'00"	39.27	S44°30'04"E	35.36
C87	1563.50	0°41'47"	19.00	N16°29'39"E	19.00
C88	25.00	84°38'17"	36.93	S48°10'47"W	33.66
C92	1507.00	1°44'22"	45.75	N01°22'07"E	45.75
C101	1563.50	3°09'38"	86.25	N10°51'04"E	86.23
C102	1563.50	3°24'37"	93.06	N07°33'57"E	93.04
C111	1507.00	1°18'28"	34.40	N13°54'01"E	34.40
C112	1507.00	1°18'28"	34.40	N12°35'33"E	34.40
C113	1507.00	1°18'28"	34.40	N11°17'08"E	34.40
C114	1507.00	1°18'28"	34.40	N09°58'37"E	34.40
C115	1507.00	1°18'28"	34.40	N08°40'09"E	34.40
C116	1507.00	1°18'28"	34.40	N07°21'41"E	34.40
C117	1507.00	0°36'08"	15.84	N06°24'23"E	15.84
C153	1507.00	0°55'01"	24.12	N01°46'48"E	24.12
C154	1507.00	0°49'21"	21.63	N00°54'37"E	21.63
C263	475.00	0°38'23"	5.30	S89°10'53"E	5.30

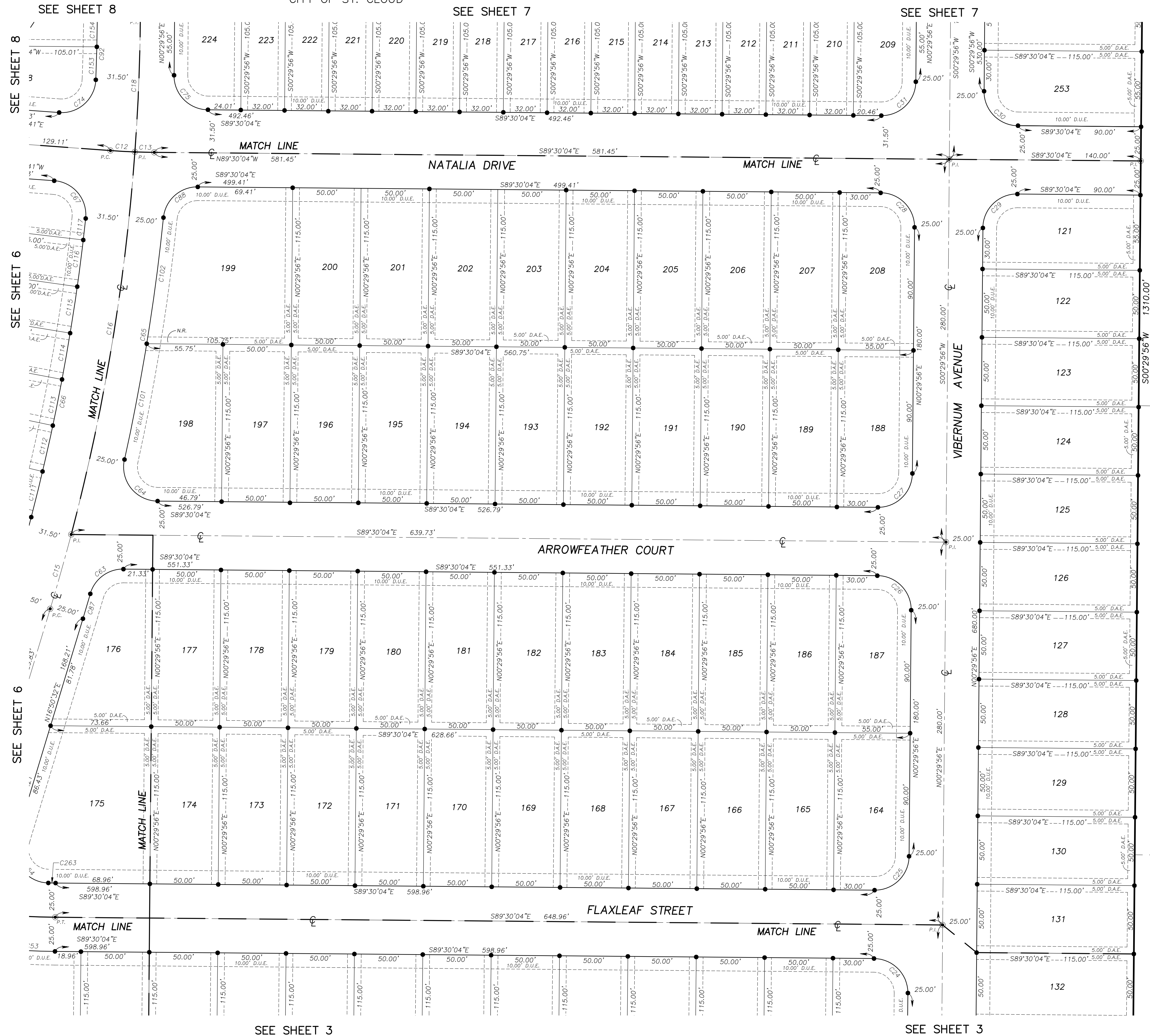
EDGEWATER CROSS PRAIRIE - PHASE 1

A REPLAT OF LOTS 74, 86, 87, 89, 90, 91, 102, 103, 104, 107, AND 118, AND A PORTION OF LOTS 70, 75, 76, 85, 92, 101, 105, 106, 108, 117, 119, 121, 122, 123 AND 124 AND A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST PER PLAT BOOK B, PAGE 55 OSCEOLA COUNTY, FLORIDA CITY OF ST. CLOUD

SHEET 5 OF 9

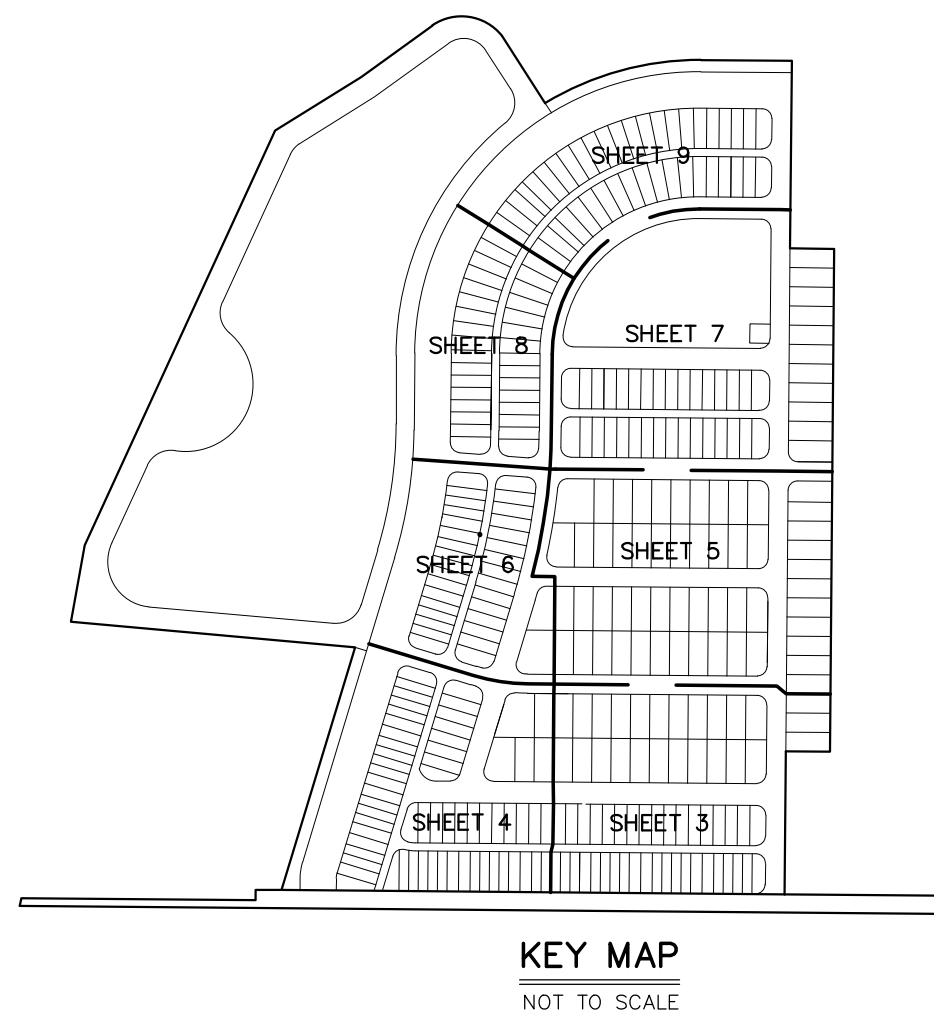
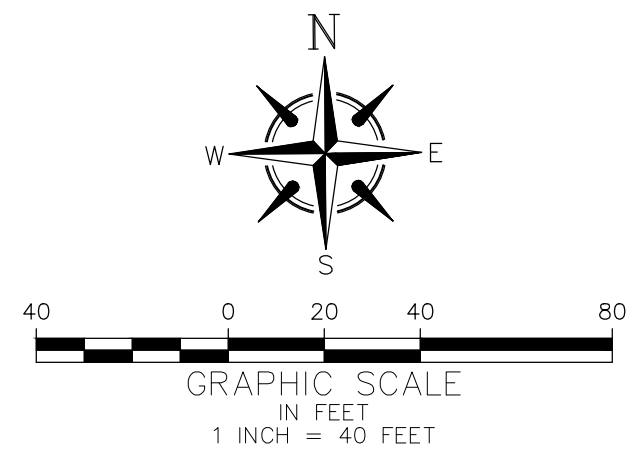
PLAT
BOOK

PAGE



101
THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, PLAT BOOK B, PAGE 55

108



EDGEWATER CROSS PRAIRIE - PHASE 1

A REPLAT OF LOTS 74, 86, 87, 89, 90, 91, 102, 103, 104, 107, AND 118, AND A PORTION OF LOTS 70, 75, 76, 85, 92, 101, 105, 106, 108, 117, 119, 121, 122, 123 AND 124 AND A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST PER PLAT BOOK B, PAGE 55 OSCEOLA COUNTY, FLORIDA CITY OF ST. CLOUD

SHEET 6 OF 9

PLAT BOOK

PAGE

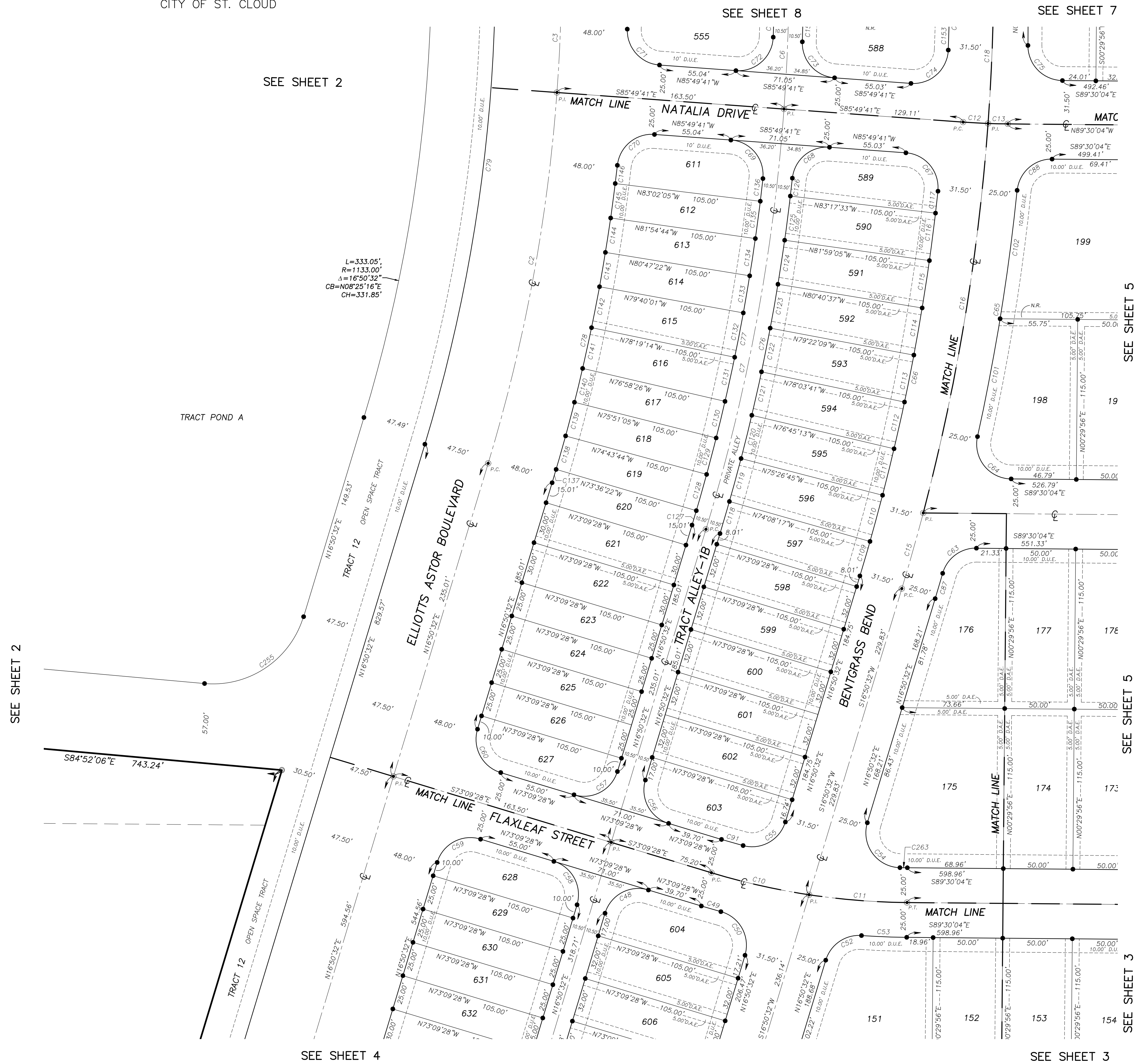
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C2	1228.00	12°40'14"	271.56	N10°30'26"E	271.01
C3	1228.00	3°40'23"	78.72	N02°20'07"E	78.71
C6	1391.50	3°40'23"	89.20	N02°20'07"E	89.19
C7	1391.50	12°40'14"	307.72	N10°30'26"E	307.09
C10	500.00	8°15'22"	72.05	S77°17'09"E	71.99
C11	500.00	8°05'14"	70.58	S85°27'27"E	70.52
C12	500.00	2°03'02"	17.89	S86°51'12"E	17.89
C13	500.00	1°37'21"	14.16	S88°41'23"E	14.16
C15	1538.50	2°06'13"	56.49	N15°47'26"E	56.49
C16	1538.50	10°34'43"	284.06	N09°26'57"E	283.65
C18	1538.50	3°39'40"	88.31	N02°19'46"E	88.29
C48	25.00	90°00'00"	39.27	S61°50'32"W	35.36
C49	525.00	1°35'38"	14.61	S73°57'17"E	14.61
C50	25.00	91°35'38"	39.97	N08°57'17"W	35.84
C52	25.00	77°12'20"	33.69	S55°26'43"W	31.20
C53	525.00	3°39'57"	32.52	S87°43'36"E	32.51
C54	25.00	109°42'14"	46.12	S36°00'34"E	39.85
C55	25.00	88°03'06"	38.42	N60°52'08"E	34.75
C56	25.00	90°00'00"	39.27	S28°09'28"E	35.36
C57	25.00	90°00'00"	39.27	N61°50'32"E	35.36

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C123	1402.00	1°18'28"	32.00	N09°58'37"E	32.00
C124	1402.00	1°18'28"	32.00	N08°40'09"E	32.00
C125	1402.00	1°18'28"	32.00	N07°21'41"E	32.00
C126	1402.00	0°31'40"	12.91	N06°26'37"E	12.91
C127	1381.00	0°26'55"	10.81	N16°37'05"E	10.81
C128	1381.00	1°07'21"	27.06	N15°49'57"E	27.06
C129	1381.00	1°07'21"	27.06	N14°42'36"E	27.06
C130	1381.00	1°07'21"	27.06	N13°35'14"E	27.06
C131	1381.00	1°20'48"	32.46	N12°21'10"E	32.46
C132	1381.00	1°20'47"	32.45	N11°00'22"E	32.45
C133	1381.00	1°07'21"	27.06	N09°46'18"E	27.06
C134	1381.00	1°07'21"	27.06	N08°38'57"E	27.06
C135	1381.00	1°07'21"	27.06	N07°31'36"E	27.06
C136	1381.00	0°40'49"	16.40	N06°37'31"E	16.40
C137	1276.00	0°26'55"	9.99	N16°37'05"E	9.99
C138	1276.00	1°07'21"	25.00	N15°49'57"E	25.00
C139	1276.00	1°07'21"	25.00	N14°42'36"E	25.00
C140	1276.00	1°07'21"	25.00	N13°35'14"E	25.00
C141	1276.00	1°20'48"	29.99	N12°21'10"E	29.98
C142	1276.00	1°20'47"	29.98	N11°00'22"E	29.98

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C58	25.00	90°00'00"	39.27	N28°09'28"W	35.36
C59	25.00	90°00'00"	39.27	S61°50'32"W	35.36
C60	25.00	90°00'00"	39.27	S28°09'28"E	35.36
C63	25.00	74°21'10"	32.44	S53°19'21"W	30.21
C64	25.00	101°55'53"	44.48	S38°32'05"E	38.84
C65	1563.50	0°34'14"	179.30	N09°08'46"E	179.20
C66	1507.00	10°44'13"	282.41	N11°28'26"E	281.99
C67	25.00	91°56'00"	40.11	N39°51'41"W	35.95
C68	25.00	87°59'31"	38.39	S50°10'33"W	34.73
C69	25.00	92°06'47"	40.19	N39°46'18"W	36.00
C70	25.00	87°47'51"	38.31	S50°16'23"W	34.67
C71	25.00	87°47'51"	38.31	S41°55'46"E	34.67
C72	25.00	92°06'47"	40.19	N48°06'55"E	36.00
C73	25.00	87°59'31"	38.39	S41°49'56"E	34.73
C74	25.00	91°56'00"	40.11	N48°12'19"E	35.95
C75	25.00	90°00'00"	39.27	S44°30'04"E	35.36
C76	1402.00	10°39'45"	260.91	N11°30'40"E	260.53
C77	1381.00	10°33'26"	254.46	N11°33'49"E	254.10
C78	1276.00	10°28'05"	233.13	N11°36'30"E	232.80
C79	1180.50	16°20'56"	336.73	N08°40'14"E	335.59

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C143	1276.00	1°07'21"	25.00	N09°46'18"E	25.00
C144	1276.00	1°07'21"	25.00	N08°38'57"E	25.00
C145	1276.00	1°07'21"	25.00	N07°31'36"E	25.00
C146	1276.00	0°35'27"	13.16	N06°40'11"E	13.16
C147	1276.00	0°46'00"	17.07	N01°35'10"E	17.07
C149	1381.00	0°51'22"	20.63	N01°37'51"E	20.63
C152	1402.00	0°46'51"	19.11	N01°46'25"E	19.11
C153	1507.00	0°55'01"	24.12	N01°46'48"E	24.12
C255	68.00	78°17'21"	92.92	N55°59'13"E	85.85
C263	475.00	0°38'23"	5.30	S89°10'53"E	5.30

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C87	1563.50	0°41'47"	19.00	N16°29'39"E	19.00
C88	25.00	84°38'17"	36.93	S48°10'47"W	33.66
C91	475.00	1°56'54"	16.15	S74°07'55"E	16.15
C92	1507.00	1°44'22"	45.75	N01°22'07"E	45.75
C101	1563.50	3°09'38"	86.25	N10°51'04"E	86.23
C102	1563.50	3°24'37"	93.06	N07°33'57"E	93.04
C109	1507.00	0°58'50"	25.79	N16°21'08"E	25.79
C110	1507.00	1°18'28"	34.40	N15°12'29"E	34.40
C111	1507.00	1°18'28"	34.40	N13°54'01"E	34.40
C112	1507.00	1°18'28"	34.40	N12°35'33"E	34.40
C113	1507.00	1°18'28"	34.40	N11°17'05"E	34.40
C114	1507.00	1°18'28"	34.40	N09°58'37"E	34.40
C115	1507.00	1°18'28"	34.40	N08°40'09"E	34.40
C116	1507.00	1°18'28"	34.40	N07°21'41"E	34.40
C117	1507.00	0°36'08"	15.84	N06°24'23"E	15.84
C118	1402.00	0°58'50"	23.99	N16°21'08"E	23.99
C119	1402.00	1°18'28"	32.00	N15°12'29"E	32.00
C120	1402.00	1°18'28"	32.00	N13°54'01"E	32.00
C121	1402.00	1°18'28"	32.00	N12°35'33"E	32.00
C122	1402.00	1°18'28"	32.00	N11°17'05"E	32.00

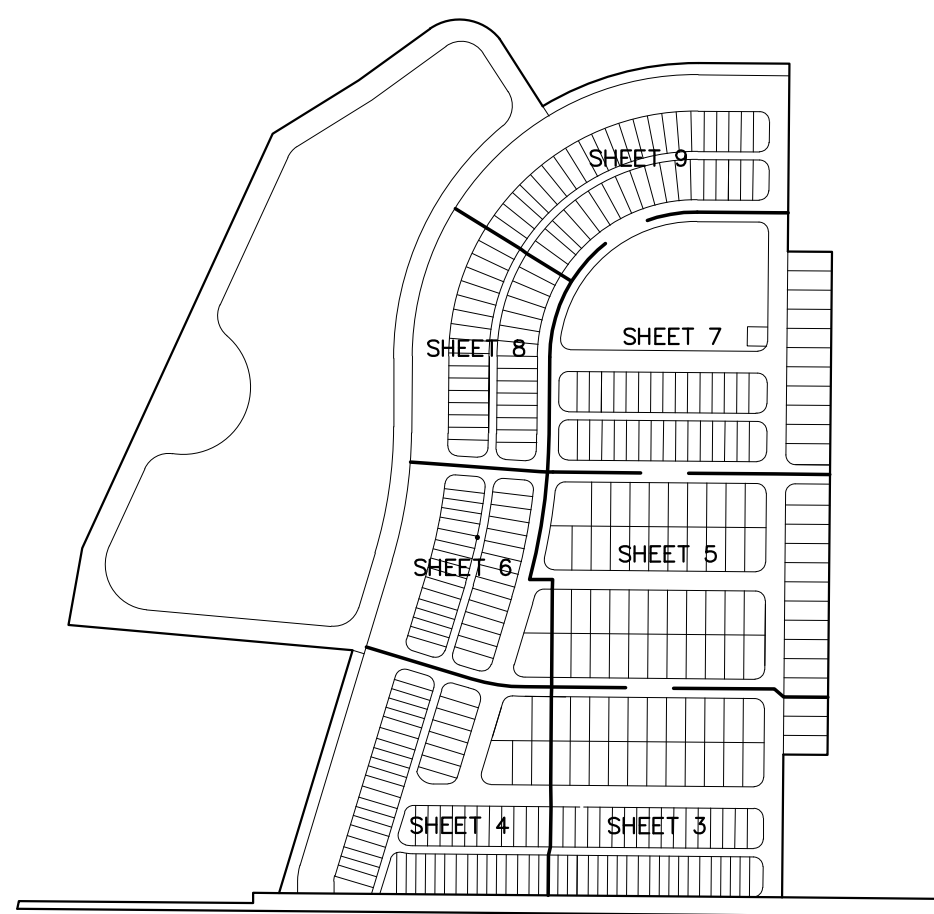
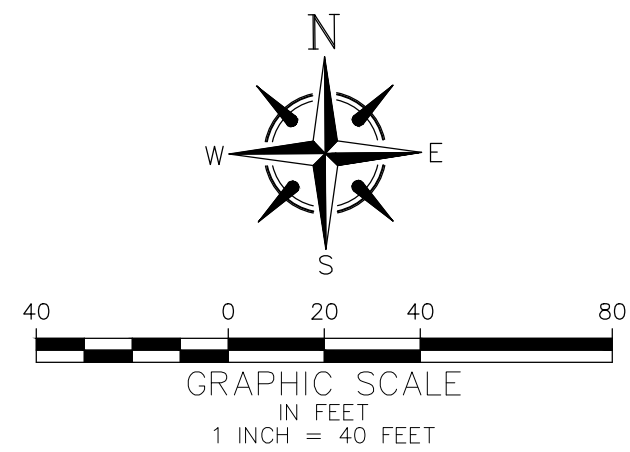


EDGEWATER CROSS PRAIRIE - PHASE 1

SHEET 7 OF 9

PLAT
BOOK

PAGE



KEY MAP
NOT TO SCALE

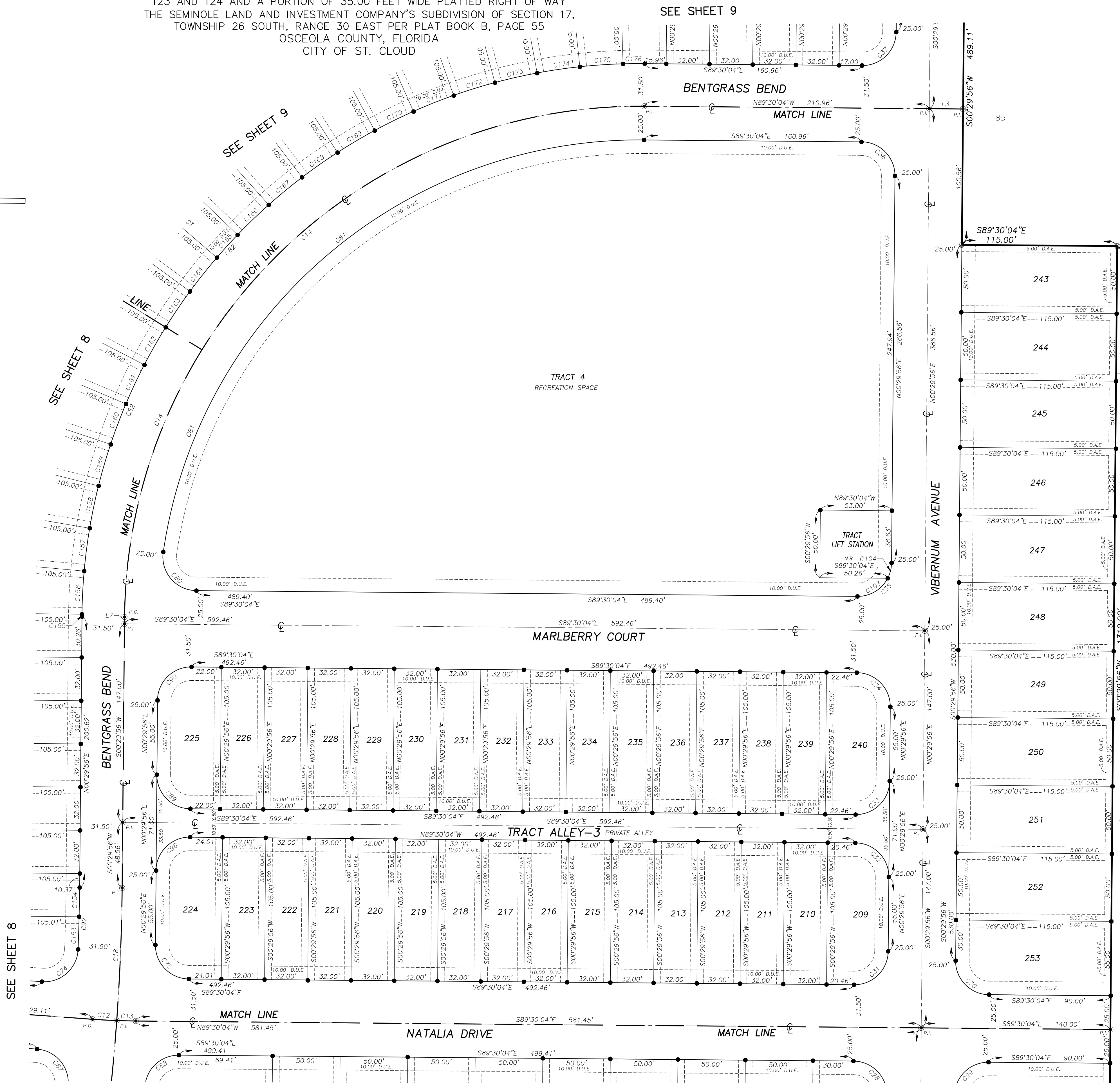
LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	S89°30'04"E	25.00'
L7	S00°29'56"W	5.06'

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING
C12	500.00	2°03'02"	17.89	S86°51'12"E
C13	500.00	1°37'21"	14.16	S88°41'23"E
C14	381.50	9°00'00"	599.26	S45°29'56"W
C18	1538.50	3°39'40"	98.31	N02°19'46"E
C28	25.00	90°00'00"	39.27	N44°30'04"W
C29	25.00	90°00'00"	39.27	S45°29'56"W
C30	25.00	90°00'00"	39.27	S44°30'04"E
C31	25.00	90°00'00"	39.27	N45°29'56"E
C32	25.00	90°00'00"	39.27	N44°30'04"W
C33	25.00	90°00'00"	39.27	N45°29'56"E
C34	25.00	90°00'00"	39.27	N44°30'04"W
C35	25.00	90°00'00"	39.27	N45°29'56"E
C36	25.00	90°00'00"	39.27	N44°30'04"W
C37	25.00	90°00'00"	39.27	N45°29'56"E
C67	25.00	91°56'00"	40.11	N39°51'41"W
C74	25.00	91°56'00"	40.11	N48°12'19"E
C75	25.00	90°00'00"	39.27	S44°30'04"E
C80	25.00	3°74'27"	42.67	S40°36'20"E
C81	356.50	82°12'33"	511.51	S49°23'40"W
C82	413.00	90°00'00"	648.74	S45°29'56"W

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING
C88	25.00	84°38'17"	36.93	S48°10'47"W
C89	25.00	90°00'00"	39.27	S44°30'04"E
C90	25.00	90°00'00"	39.27	S45°29'56"W
C92	1507.00	1°44'22"	45.75	N01°22'07"E
C96	25.00	90°00'00"	39.27	S45°29'56"W
C103	25.00	62°56'21"	27.46	N59°01'45"E
C104	25.00	2°70'33"	11.81	N14°01'45"E
C153	1507.00	0°55'01"	24.12	N01°46'48"E
C154	1507.00	0°49'21"	21.63	N00°54'37"E
C155	413.00	0°14'30"	1.74	S00°33'11"W
C156	413.00	4°26'26"	32.01	S02°53'39"W
C157	413.00	4°26'26"	32.01	S07°24'05"W
C158	413.00	4°26'26"	32.01	S11°50'31"W
C159	413.00	4°26'26"	32.01	S16°16'57"W
C160	413.00	4°26'26"	32.01	S20°43'22"W
C161	413.00	4°26'26"	32.01	S25°09'48"W
C162	413.00	4°26'26"	32.01	S29°36'14"W
C163	413.00	4°26'26"	32.01	S34°02'40"W
C164	413.00	4°26'26"	32.01	S38°29'06"W
C165	413.00	3°09'50"	22.81	S42°17'13"W

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING
C166	413.00	4°26'26"	32.01	S46°05'21"W
C167	413.00	4°26'26"	32.01	S50°31'47"W
C168	413.00	4°26'26"	32.01	S54°58'13"W
C169	413.00	4°26'26"	32.01	S59°24'38"W
C170	413.00	4°26'26"	32.01	S63°51'04"W
C171	413.00	4°26'26"	32.01	S68°17'30"W
C172	413.00	4°26'26"	32.01	S72°43'56"W
C173	413.00	4°26'26"	32.01	S77°10'21"W
C174	413.00	4°26'26"	32.01	S81°36'47"W
C175	413.00	4°26'26"	32.01	S86°03'13"W
C176	413.00	2°13'30"	16.04	S89°23'11"W

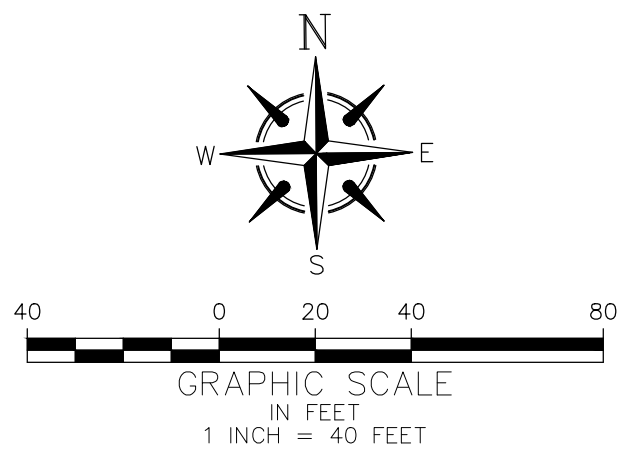
A REPLAT OF LOTS 74, 86, 87, 89, 90, 91, 102, 103, 104, 107, AND 118, AND
A PORTION OF LOTS 70, 75, 76, 85, 92, 101, 105, 106, 108, 117, 119, 121, 122,
123 AND 124 AND A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY
THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17,
TOWNSHIP 26 SOUTH, RANGE 30 EAST PER PLAT BOOK B, PAGE 55
OSCEOLA COUNTY, FLORIDA
CITY OF ST. CLOUD



THE SEMINOLE LAND AND INVESTMENT
COMPANY'S SUBDIVISION OF SECTION 17,
TOWNSHIP 26 SOUTH, RANGE 30 EAST
PLAT BOOK B, PAGE 55

92

101



KEY MAP
NOT TO SCALE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L7	S00°29'56"W	5.06'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C3	1228.00	3°40'23"	78.72	N02°20'07"E	78.71
C4	692.00	9°00'00"	1086.99	S45°29'56"W	978.64
C5	528.50	9°00'00"	830.17	S45°29'56"W	747.41
C6	1391.50	3°40'23"	89.20	N02°20'07"E	89.19
C12	500.00	2°03'02"	17.89	S86°51'12"E	17.89
C13	500.00	1°37'21"	14.16	S88°41'23"E	14.16
C14	381.50	9°00'00"	599.26	S45°29'56"W	539.52
C18	1538.50	3°39'40"	98.31	N02°19'46"E	98.29
C67	25.00	91°56'00"	40.11	N39°51'41"W	35.85
C68	25.00	87°59'31"	38.39	S50°10'33"W	34.73
C69	25.00	92°06'43"	40.19	N39°46'18"W	36.00
C70	25.00	87°47'51"	38.31	S50°16'23"W	34.67
C71	25.00	87°47'51"	38.31	S41°55'46"E	34.67
C72	25.00	92°06'43"	40.19	N48°08'55"E	36.00
C73	25.00	87°59'31"	38.39	S41°49'56"E	34.73
C74	25.00	91°56'00"	40.11	N48°12'19"E	35.85
C75	25.00	90°00'00"	39.27	S44°30'04"E	35.36
C80	25.00	97°47'27"	42.67	S40°36'20"E	37.68
C81	356.50	82°12'33"	511.51	S49°23'40"W	468.75
C82	413.00	9°00'00"	648.74	S45°29'56"W	584.07

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C83	518.00	9°00'00"	813.67	S45°29'56"W	732.56
C84	539.00	9°00'00"	846.66	S45°29'56"W	762.26
C85	644.00	9°00'00"	1011.59	S45°29'56"W	910.75
C86	739.50	9°00'00"	1161.60	S45°29'56"W	1045.81
C88	25.00	84°38'17"	36.93	S48°10'47"W	33.66
C89	25.00	90°00'00"	39.27	S44°30'04"E	35.36
C90	25.00	90°00'00"	39.27	S45°29'56"W	35.36
C92	1507.00	1°44'22"	45.75	N01°22'07"E	45.75
C93	1402.00	1°39'54"	40.74	N01°19'53"E	40.74
C94	1381.00	1°33'35"	37.60	N01°16'44"E	37.59
C95	1276.00	1°28'14"	32.75	N01°14'03"E	32.75
C96	25.00	90°00'00"	39.27	S45°29'56"W	35.36
C126	1402.00	0°31'40"	12.91	N06°26'37"E	12.91
C136	1381.00	0°40'49"	16.40	N06°37'31"E	16.40
C146	1276.00	0°35'22"	13.16	N06°40'11"E	13.16
C147	1276.00	0°46'00"	17.07	N01°35'10"E	17.07
C148	1276.00	0°42'14"	15.67	N00°51'03"E	15.67
C149	1381.00	0°51'22"	20.63	N01°37'51"E	20.63
C150	1381.00	0°42'14"	16.96	N00°51'03"E	16.96
C151	1402.00	0°53'03"	21.64	N00°56'28"E	21.63

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C152	1402.00	0°46'51"	19.11	N01°46'25"E	19.11
C153	1507.00	0°55'01"	24.12	N01°46'48"E	24.12
C154	1507.00	0°49'21"	21.63	N00°54'37"E	21.63
C155	413.00	0°14'30"	1.74	S00°37'11"W	1.74
C156	413.00	4°26'26"	32.01	S02°57'39"W	32.00
C157	413.00	4°26'26"	32.01	S07°24'05"W	32.00
C158	413.00	4°26'26"	32.01	S11°50'31"W	32.00
C159	413.00	4°26'26"	32.01	S16°16'57"W	32.00
C160	413.00	4°26'26"	32.01	S20°43'22"W	32.00
C161	413.00	4°26'26"	32.01	S25°09'48"W	32.00
C162	413.00	4°26'26"	32.01	S29°36'14"W	32.00
C163	413.00	4°26'26"	32.01	S34°02'40"W	32.00
C164	413.00	4°26'26"	32.01	S38°29'06"W	32.00
C178	518.00	4°26'26"	40.15	S02°57'39"W	40.14
C179	518.00	4°26'26"	40.15	S07°24'05"W	40.14
C180	518.00	4°26'26"	40.15	S11°50'31"W	40.14
C181	518.00	4°26'26"	40.15	S16°16'57"W	40.14
C183	518.00	4°26'26"	40.15	S20°43'22"W	40.14
C184	518.00	4°26'26"	40.15	S25°09'48"W	40.14
C185	518.00	4°26'26"	40.15	S34°02'40"W	40.14

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C232	644.00	3°24'08"	38.24	S2°25'53"W	38.23
C233	644.00	3°24'08"	38.24	S26°50'01"W	38.23
C234	644.00	3°24'08"	38.24	S30°14'08"W	38.23
C235	644.00	3°24'08"	38.24	S33°38'16"W	38.23
C236	644.00	3°24'08"	38.24	S37°02'23"W	38.23

EDGEWATER CROSS PRAIRIE - PHASE 1

A REPLAT OF LOTS 74, 86, 87, 89, 90, 91, 102, 103, 104, 107, AND 118, AND A PORTION OF LOTS 70, 75, 76, 85, 92, 101, 105, 106, 108, 117, 119, 121, 122, 123 AND 124 AND A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST PER PLAT BOOK B, PAGE 55 OSCEOLA COUNTY, FLORIDA CITY OF ST. CLOUD

SHEET 8 OF 9

PLAT
BOOK

PAGE

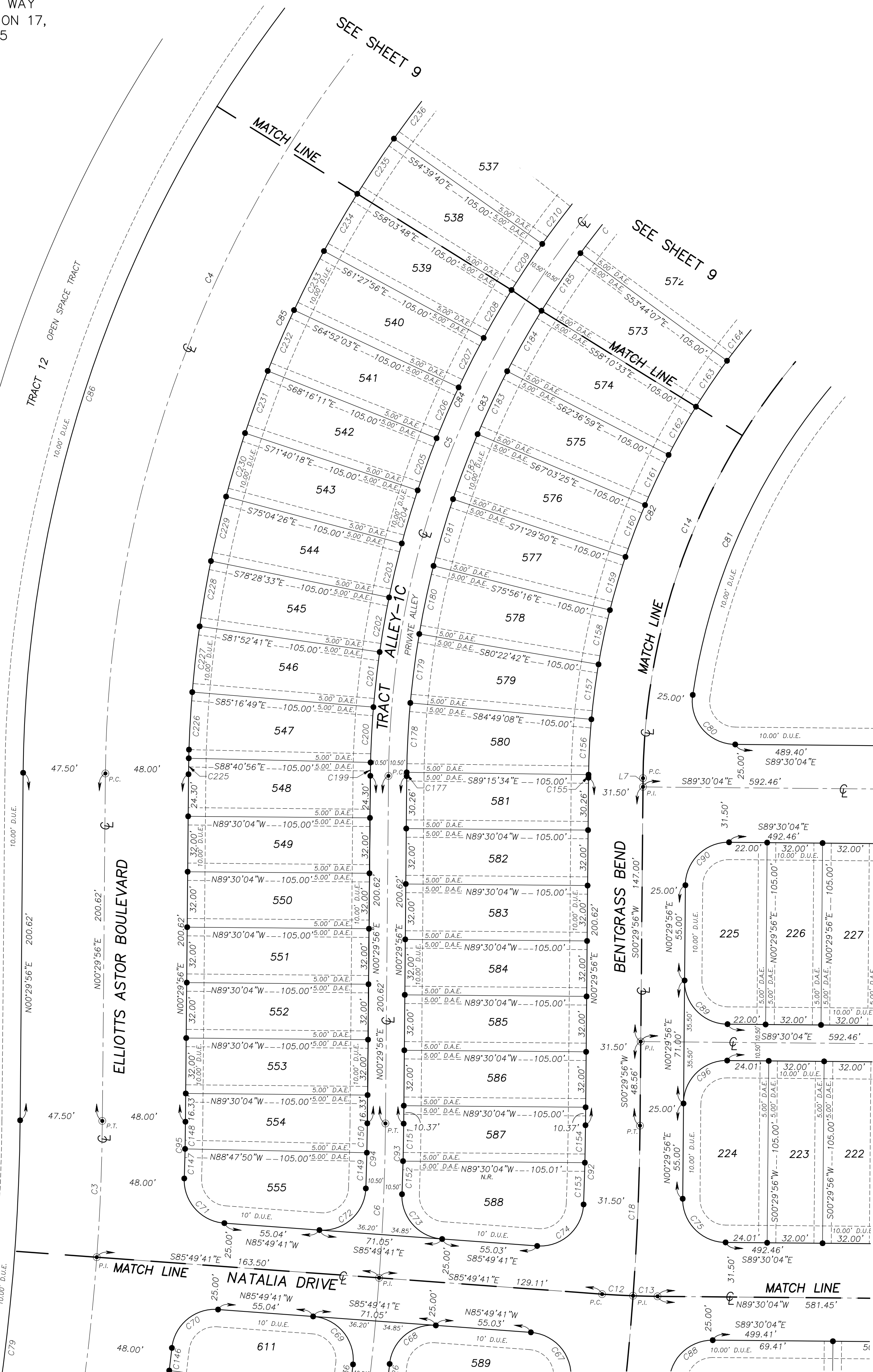
SEE SHEET 2

TRACT POND A

TRACT POND A

L=690.48'
R=787.00'
Δ=50°16'08"
CB=S25°08'04"W
CH=668.55'

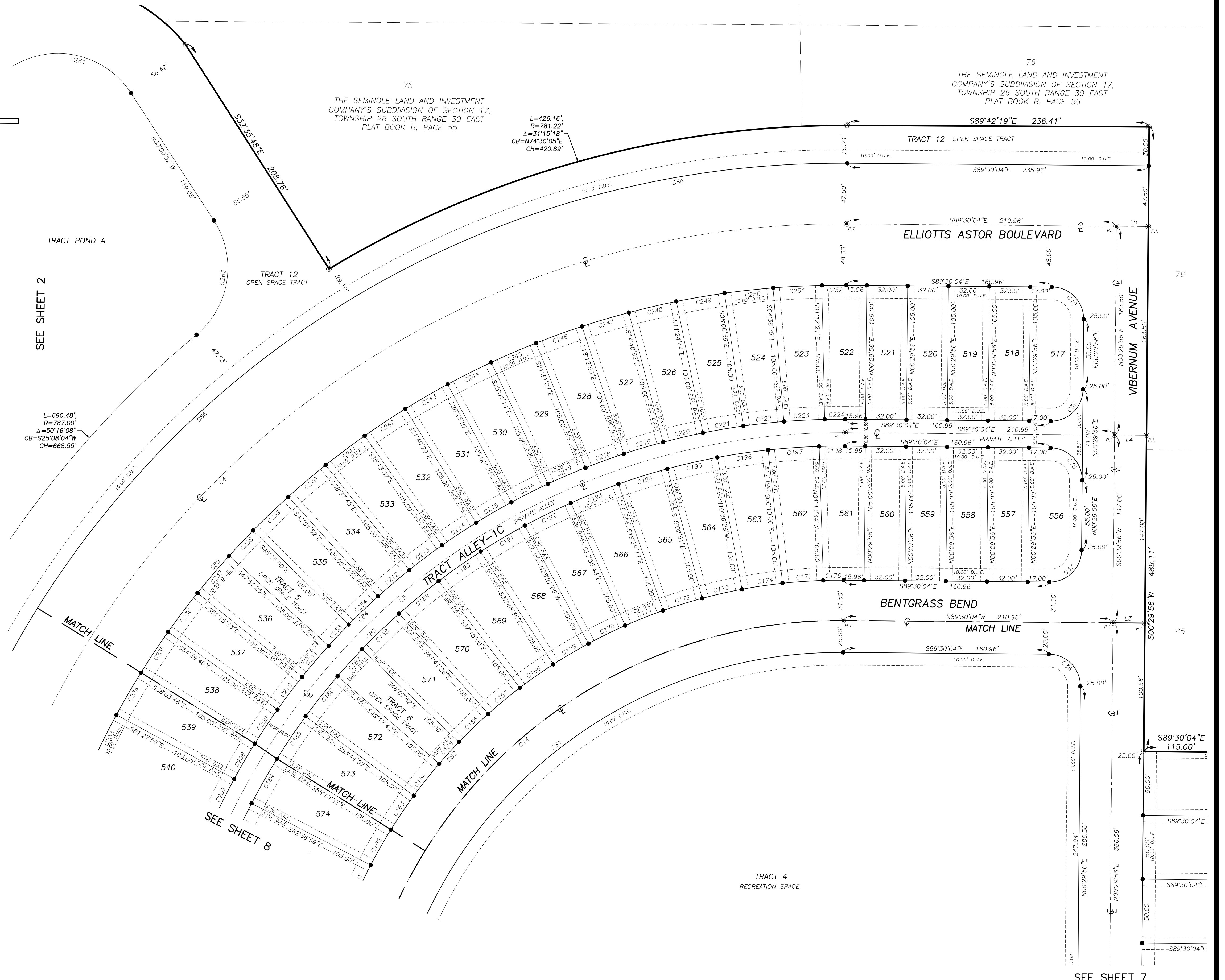
L=333.05'
R=1133.00'
Δ=16°50'32"
CB=N08°25'16"E
CH=331.85'



SEE SHEET 7

SEE SHEET 7

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C193	518.00	±26°26'	40.15	S86°17'30"W	40.14
C194	518.00	±26°26'	40.15	S72°43'56"W	40.14
C195	518.00	±26°26'	40.15	S77°10'21"W	40.14
C196	518.00	±26°26'	40.15	S81°56'47"W	40.14
C197	518.00	±26°26'	40.15	S86°03'13"W	40.14
C198	518.00	±13°30'	20.12	S89°23'11"W	20.12
C207	539.00	±24°08'	32.00	S26°50'01"W	32.00
C208	539.00	±24°08'	32.00	S30°14'08"W	32.00
C209	539.00	±24°08'	32.00	S33°38'16"W	32.00
C210	539.00	±24°08'	32.00	S37°02'23"W	32.00
C211	539.00	±24°08'	32.00	S40°26'31"W	32.00
C212	539.00	±24°08'	32.00	S49°40'12"W	32.00
C213	539.00	±24°08'	32.00	S53°04'19"W	32.00
C214	539.00	±24°08'	32.00	S56°28'27"W	32.00
C215	539.00	±24°08'	32.00	S59°52'34"W	32.00
C216	539.00	±24°08'	32.00	S63°16'42"W	32.00
C217	539.00	±24°08'	32.00	S66°40'50"W	32.00
C218	539.00	±24°08'	32.00	S70°04'57"W	32.00
C219	539.00	±24°08'	32.00	S73°29'05"W	32.00
C220	539.00	±24°08'	32.00	S76°53'12"W	32.00



EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

This instrument prepared by and
after recording return to:

Charles J. Abrams, Esq.
Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300E
West Palm Beach, FL 33401

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT (this "**Easement**") is made effective as of April 23, 2025 (the "**Effective Date**"), by **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT** ("**Grantor**"), in favor of **LENNAR HOMES, LLC**, a Florida limited liability company ("**Grantee**").

RECITALS

- A. Grantor is the owner in fee simple of the real property in Osceola County, Florida, described on **Exhibit "A"** attached (the "**CDD Property**").
- B. Grantee is the subpermittee of the Federal Fish and Wildlife Permit issued by U.S. Fish and Wildlife Service having permit number MBPER0041896 and an effectiveness period of 01/25/2023 through 09/30/2027 (the "**Federal Bald Eagle Permit**"), which was issued due to the presence of eagle nest OS185 (the "**Eagle Nest**") within the development known as Edgewater ED2.
- C. The Federal Bald Eagle Permit contains certain construction requirements, limitations and other conditions (collectively, the "**Permit Conditions and Requirements**") pertaining to the area within 660 feet from the Eagle Nest, as more particularly depicted in **Exhibit "B"** attached (the "**Easement Property**" or "**Management Zone**"). All of the Management Zone is located within the CDD Property.
- D. Grantee has requested, and Grantor is desirous of granting to Grantee, a temporary easement for Grantee to perform such activities as are reasonably necessary for Grantee to meet and comply with the Permit Conditions and Requirements, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), for the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Recitals**. The foregoing recitals are correct and are incorporated herein.
- 2. **Temporary Access and Construction Easement**. Grantor hereby grants to Grantee and Grantee's contractors, sub-contractors, employees, agents, licensees, successors and assigns (collectively, "**Grantee Parties**") a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for Grantee to perform construction and other activities as reasonably necessary for Grantee to meet and comply with the Permit Conditions and Requirements. The Easement shall include the right of pedestrian and vehicular access over the CDD Property to and from the

Management Zone and the right to stage and store construction vehicles, equipment, and materials.

3. Term of Easement. This Easement shall remain in effect until the Grantee has completed and complied with all Permit Conditions and Requirements.
4. Insurance. Grantee shall, prior to entering the Easement Area, deliver to Grantor a certificate of insurance for comprehensive public liability and property damage insurance, insuring Grantee and the Grantee Parties, as applicable, with respect to their activities on the Easement Area, and naming Grantor, its staff, consultants and supervisors as an additional insured. Such insurance shall (i) have minimum limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; (ii) be kept in effect during any construction and maintenance activities by Grantee or Grantee Parties on the Easement Area; (iii) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium); and (iv) be written by a company having a rating of not less than "A-IX" by AM Best and "A-" by Standard and Poors. Grantee shall be solely responsible for any deductible and/or self-insured retention payments. Grantee shall be responsible for the cost of repair of any land and improvements damaged or destroyed by Grantee or the Grantee Parties on the Easement Area during the term of this Easement. If Grantee fails to commence to cure and thereafter diligently pursue any necessary repairs within thirty (30) days after written notice of necessary repairs from Grantor, then Grantor shall have the right to effect such repairs at Grantee's expense.
5. Indemnification. Grantee hereby releases and agrees to indemnify, defend, and hold harmless Grantor and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the "Indemnitees") from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the Easement Area by Grantee and the Grantee Parties, except to the extent that any losses, damages, costs, expenses, liens, claims, suits and liabilities result from or arise out of the negligent acts or omissions or willful misconduct of any of the Indemnitees. Additionally, nothing in this Agreement requires Grantee to indemnify the Grantor's for the Grantor's percentage of fault if the Grantor is adjudged to be more than 50% at fault for any claims against the Grantor and Grantee as jointly liable parties; however, Grantee shall indemnify Grantor for any and all percentage of fault attributable to Grantee for claims against the Grantor, regardless whether the Grantor is adjudged to be more or less than 50% at fault. 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 Grantor. The indemnity contained herein shall survive any termination of this Easement.
6. Reserved Rights; Further Assurances. Grantor reserves unto itself, and its

successors and assigns, rights to the Easement Area that are not inconsistent with the purpose of this Easement and do not interfere with Grantee's rights hereunder or meeting the Permit Conditions and Requirements. The parties shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Easement and give effect thereto.

7. Document Construction. No provision of this Easement shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of either party being deemed to have structured, drafted or specified such provision.
8. Notices. All notices required or desired to be given under this Easement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b) or (c) as herein described. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

As to Grantor:

EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: Ernesto Torres
Email: torrese@whhassociates.com

copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Attn: District Counsel
Email: Michael.Eckert@kutakrock.com

As to Grantee:

LENNAR HOMES, LLC
6675 Westwood Blvd., Suite 500
Orlando, Florida 32821
Telephone No.: (407) 586-4007
Attn: Ericka Pace
E-Mail: Ericka.Pace@Lennar.com

copy to:

LENNAR CORPORATION
700 NW 107th Avenue - 4th Floor Miami,
Florida 33172
Attn: General Counsel

E-Mail: mark.sustana@Lennar.com

copy to:

GREENBERG TRAURIG, P.A.
777 South Flagler Drive, Suite 300
West Palm Beach, Florida 33401
Attn: Laurie L. Gildan, Esq.
E-Mail: GildanL@gtlaw.com

9. Assignment. Grantee shall be entitled to assign its rights and obligations under this Easement to a party that assumes all obligations and requirements with respect to the Permit Conditions and Requirements.

10. Miscellaneous.

A. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of the Easement, or the application of such provisions shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Easement, and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

B. This Easement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Osceola County, Florida.

C. The Article headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

D. Nothing in the Easement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts and obligations of the other.

E. This Easement contains the complete understanding and agreement of the parties hereto, with respect to all matters referred to herein, and any and all prior representations, negotiations and understandings are superseded hereby. Except as provided herein, this Easement may not be amended, modified or terminated except in writing, executed and acknowledged by all the parties to this Easement or their successors or assigns.

F. The rights of the parties under the foregoing shall be cumulative and the failure on the part of a party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

G. Nothing contained in this Easement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area.

H. This Easement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts

together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

I. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS EASEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY, ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS EASEMENT (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS EASEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS EASEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS EASEMENT.

J. In the event of any litigation arising from or related to this Easement, the substantially prevailing party shall be entitled to reimbursement of attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, from the non-prevailing party.

K. No direct or indirect members, managers, partners, officers, directors or employees of Grantee or Grantor shall have any personal liability in connection with this Easement.

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

M. Nothing in this Agreement shall be deemed as a waiver of the Grantor's sovereign immunity or the Grantor'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.

N. Grantee shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

O. Grantee shall keep Grantor'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 Grantee's activities under this Easement, and Grantee shall immediately discharge any such claim or lien. In the event Grantee does not pay or satisfy such claim or lien within ten (10) business days after the filing of notice thereof, Grantor, in addition to any and all other remedies available under this Easement, may terminate this Easement to be effective immediately upon the giving of notice of termination.

P. Grantee agrees that Grantor may terminate this Agreement immediately for cause by providing written notice of termination to Grantee provided, however, that Grantee shall be provided a reasonable opportunity to cure any failure under this

Agreement.

[remainder of page intentionally left blank]

[Signature page to Easement]

IN WITNESS WHEREOF, the Parties have executed this Easement to be effective as of the Effective Date.

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Name: KEVIN MATS
Its: Vice Chair

LENNAR HOMES, LLC,
a Florida limited liability company

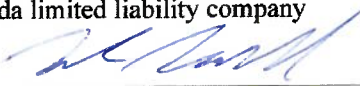
By: 
Name: MARY ROSENDO
Its: VICE PRESIDENT

EXHIBIT “A”

CDD PROPERTY

[See attached]

EXHIBIT “B”

MANAGEMENT ZONE

[See attached]

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS AI

SUBPERMITTEE AUTHORIZATION AGREEMENT
(EAGLE INCIDENTAL TAKE PERMIT MBPER0041896)

THIS SUBPERMITTEE AUTHORIZATION AGREEMENT (this “**Agreement**”) is entered into by **LENNAR HOMES, LLC**, a Florida limited liability company (“**Subpermittee**”) and **Edgewater Property Holdings, LLC** a Delaware limited liability company doing business in Florida as **Edgewater Property Florida Holdings, LLC** (“**Permittee**”), as acknowledged by **TPG AG EHC III (LEN) Multi State 1, LLC** (“**Landowner**”) in consideration of, and as a condition to, Subpermittee being authorized and permitted by Permittee to access and perform construction-related activities at the Edgewater ED2 residential subdivision located in Osceola County, Florida, of which Permittee is the master developer. In connection therewith, Permittee, Subpermittee and Landowner acknowledge and agree as follows:

1. **ACCESS AND CONSTRUCTION CONDITIONS.** The development of Edgewater ED2 residential subdivision is subject to, among other things, that certain Federal Fish and Wildlife Permit issued by U.S. Fish and Wildlife Service in favor of Permittee having permit number **MBPER0041896** and an effectiveness period of 01/25/2023 through 09/30/2027, as may be extended or otherwise amended from time to time (the “**Federal Bald Eagle Permit**”), related to permitted bald eagle take actions and related construction limitations and requirements at Edgewater ED2 residential subdivision. A copy of the current Federal Bald Eagle Permit is attached hereto as **EXHIBIT A** and incorporated herein by this reference. The Federal Bald Eagle Permit relates to the existence of eagle nest OS185 at Edgewater ED2 residential subdivision and imposes certain requirements and restrictions relating to access and construction-related activities within the area that is 660 feet from such eagle nest, as more particularly set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference (the “**Management Zone**”).

Subpermittee, Landowner, and Permittee acknowledge and agree that (I) upon full execution of this Agreement, Subpermittee shall be authorized and designated by Permittee as a subpermittee of Permittee under the Federal Bald Eagle Permit for the sole purpose of accessing the Management Zone and performing construction related activities within the Management Zone that are permitted under the Federal Bald Eagle Permit, and (II) Subpermittee’s access and permitted construction-related activities (and the actions of Subpermittee’s directors, officers, managers, members, employees and independent contractors) within the Management Zone shall be subject to, and performed in strict compliance with, the Federal Bald Eagle Permit (*INCLUDING, BUT NOT LIMITED TO, THE EXTERIOR AND INTERIOR CONSTRUCTION LIMITATIONS SET FORTH IN SECTION G OF THE FEDERAL PERMIT, BUT NOT PROVISIONS RELATING TO THE PAYMENT OF PERMIT FEES, WHICH SHALL BE AN OBLIGATION OF PERMITTEE*), in addition to all other applicable laws and governmental regulations (including, but not limited to, the maintenance of applicable worker’s compensation insurance and licensing requirements).

2. **INDEMNIFICATION OF Edgewater Property Florida Holdings, LLC.** Subpermittee hereby agrees to hold harmless, defend and indemnify Permittee and its officers, directors, employees, subsidiaries, and affiliates from any and all claims, proceedings, liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorneys’ fees and costs (including on appellate matters), arising from or out of, directly or indirectly, any actions of Subpermittee or its directors, officers, members, managers, employees, and independent contractors that result in noncompliance with the Federal Bald Eagle Permit.

3. **LANDOWNER ACKNOWLEDGMENT.** Landowner, as the owner of the property described in **EXHIBIT C** attached hereto (“**Landowner’s Property**”), is executing this Agreement solely to acknowledge and agree that Subpermittee may take such actions on the Landowner’s Property as Subpermittee determines to be necessary or beneficial to comply with the Federal Bald Eagle Permit requirements and obligations in connection with Subpermittee’s construction and development activities on Landowner’s Property.

4. **MISCELLANEOUS.** The effective date of this Agreement shall be the date that this Agreement is fully executed by Subpermittee, Landowner, and Permittee. Subpermittee is not permitted to assign any of its rights under this Agreement to any third party, and any such assignment shall be deemed null and void *ab initio*. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion hereof is held invalid, the remainder shall continue in full force and effect.

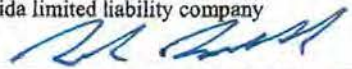
5. **COUNTERPARTS.** This Agreement may be executed by Subpermittee, Landowner, and Permittee in counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument. Any counterpart delivered by facsimile, email, or other electronic transmission shall be deemed an original counterpart from the sending party.

6. **EXCULPATION.** Notwithstanding anything to the contrary herein, no direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of Permittee shall have any personal liability under this Agreement

Signature Page to Follow

SUBPERMITTEE:

LENNAR HOMES, LLC,
a Florida limited liability company

By: 
Name: MARK McDONALD
Title: VICE PRESIDENT
Date: 2/13/25

LANDOWNER:

TPG AG EHC III (LEN) Multi State 1, LLC, a Delaware limited liability company

By: 
Name: Steven S. Benson
Title: Manager of Essential Housing Asset Management, LLC, the Authorized Agent of TPG AG EHC III
Date: (LEN) Multi State 4, LLC 3/26/25

PERMITTEE:

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

By: 
Name: Kevin Kramer
Title: authorized signer
Date: 4/13/25

EXHIBIT A

The Federal Bald Eagle Permit



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER0041896

Version Number: 0

Effective: 2023-01-25 **Expires:** 2027-09-30

Issuing Office:

Department of the Interior

U.S. FISH AND WILDLIFE SERVICE

MB Atlanta Permit Office

1875 Century Boulevard, NE

Atlanta, Georgia 30345

permitsR4MB@fws.gov

Tel: 404-679-7070

**Carmen
Simonton**

Digitally signed by

Carmen Simonton

2023-01-25 15:07:27

Chief, Migratory Bird Permit
Office, Atlanta, Georgia

Permittee:

Edgewater Property Holdings, LLC - ED2

dba Edgewater Property Holdings, LLC

Marc Porosoff

401 E Las Olas Blvd., Suite 1870

Ft Lauderdale, Florida 33301

Name and Title of Principal Officer:

Marc Porosoff Principal and General Counsel

Authority: Statutes and Regulations: 16 U.S.C. 668-668(d), 16 U.S.C 703-712 50 CFR Part 13, 50 CFR 22.26

Location where authorized activity may be conducted:

See Condition D.

Reporting requirements:

Monitoring requirements are outlined in Condition I Monitoring Requirements.

Reporting requirements are outlined in Condition D, E, F, I. and in Condition J Reporting Requirements.

Condition J Reporting Requirements outlines the required schedule of monitoring reports (Condition I3) and the content of the annual summary monitoring report.



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER0041896

Version Number: 0

Effective: 2023-01-25 **Expires:** 2027-09-30

Authorizations and Conditions:

Southeast Region Eagle Biologist Ulgonda Kirkpatrick, Ulgonda_Kirkpatrick@fws.gov, (352) 406-6780

Southeast Region Eagle Permit Coordinator Resee Collins, Resee_Collins@fws.gov, (404) 679-4163

Link to federal permit regulations: <https://www.fws.gov/library/collections/migratory-bird-permit-memorandum-series>
(<https://www.fws.gov/library/collections/migratory-bird-permit-memorandum-series>)

Eagle nest means any assemblage of materials built, maintained, or used by Bald Eagles or Golden Eagles for the purpose of reproduction.

In-use nest means a bald or golden eagle nest characterized by the presence of one or more eggs, dependent young, or adult eagles on the nest in the past 10 consecutive days during the breeding season.

Alternate nest means one of potentially several nests within a nesting territory that is not an in-use nest at the current time. When there is no in-use nest, all nests in the territory are alternate nests.

Disturb/disturbance means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.

A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accordance with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.

B. You are responsible for ensuring that the permitted activity is in compliance with all federal, tribal, state, and local laws and regulations applicable to eagles.

C. Valid for use by permittee named and any subpermittees (See Condition H).

D. Due to all project activities related to the Edgewater- ED2 residential subdivision development, including associated infrastructure that will be phased over a multi-year period in Osceola County, Florida, you are authorized to:

Take by means of disturbance incidental to your activities (1) pair of nesting Bald Eagles including the loss of productivity of eggs or young due to potential abandonment of the Bald Eagle nest identified as OS185

Eagle Nest OS185 location: 28.220837N, -81.340119W, St. Cloud, Osceola County, Florida

Reporting Required: Annual Summary by June 30 of 2023, 2024, 2025, 2026, 2027, 2028

Project activities are occurring no closer than 100 feet from the eagle nest tree at any time of the year.



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER0041896

Version Number: 0

Effective: 2023-01-25 **Expires:** 2027-09-30

The authorizations granted by this permit apply only to take that results from activities conducted in accordance with the description contained in the permit application and the terms of the permit. If the permitted activity changes, you must immediately contact the Eagle Biologist to determine whether a permit amendment is required in order to retain take authorization.

E. This permit does not authorize intentional take or injury of any live eagles, excluding take of eggs or young by nest abandonment as described in Condition D, nor does it authorize take of any eagle nest.

You must immediately notify the Southeast Region Eagle Permit Coordinator by phone and email upon discovery of any unanticipated take or regarding any apparent injury or death occurring to any eagle, including viable eggs or young, for any reason during project activities. You must immediately contact the Audubon Center for Birds of Prey, 1101 Audubon Way, Maitland, Florida, (407) 644-0190, to coordinate transportation of any injured eagle.

F. You are authorized to salvage eagle feathers found on the ground in the vicinity of the eagle nest located in Condition D. Any salvaged items found at the site must be shipped within 30 days to the National Eagle Repository, Contact: U.S. Fish and Wildlife Service, National Eagle and Wildlife Repository, RMA, Bldg. 128, 6550 Gateway Road, Commerce City, Colorado, 80022, (303) 287-2110.

You must immediately notify the Southeast Region Eagle Permit Coordinator by phone and email upon discovery of any eagle carcass(es) at the location listed in Condition D.

G. You must comply with the following avoidance or minimization measures prescribed by this permit for take of eagle(s) identified in Condition D. **All minimization measures, unless noted otherwise, are applicable when any eagles are present at the nest site and the nest meets the definition of an in-use nest during the Bald Eagle nesting season (October 1 – May 15); or when the nest is in-use before October 1 or after May 15:**

1. Protected Species. You must comply with all terms and conditions of the Department of the Army Permit SAJ-2020-01773 (SP-JMB).

2. Eagle Nest Buffer. You must erect and maintain a temporary protective barrier to delineate the 100 foot buffer around the eagle nest tree while any construction or project activities outlined in Condition D are occurring; and

- a. Avoid all exterior construction, heavy landscaping and associated project activities within 100 feet of the eagle nest tree during any time of year;
- b. Prevent construction personnel and all equipment from entering into this buffer while any associated project activities outlined in Condition D are occurring; and
- c. Post-project completion, to the extent practicable avoid human access by foot or vehicle when the nest is in-use.

3. FOR ACTIVITIES WITHIN 660 FEET OF THE EAGLE NEST TREE:

- a. Avoid all stormwater pond excavation within 660 feet of the eagle nest tree while the nest is in-use. Plant native pines and/or hardwoods and native ground cover around the ponds to create, enhance or expand the visual buffer between



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER0041896

Version Number: 0

Effective: 2023-01-25 **Expires:** 2027-09-30

the associated project activities described in Condition D and the eagle nest tree;

b. If project activities outlined in Condition D are conducted when the nest is in-use, initiate a noise abatement program for project personnel within 660 feet of an eagle nest, to include:

- (a) No excessive and/or sudden loud noise including engine braking, tailgate banging, loud radios, shouting, singing, etc.;
- (b) All motorized equipment, including saws or other handheld power tools, must be moved indoors if possible or placed to minimize noise at and reflect noise away from the direction of the eagle nest, i.e. behind a temporary structure that reflects noise away from the direction of the eagle nesting area;
- (c) Minimize the need for “reverse” indicator alarms and utilize ground flag crews to the degree practicable;
- (d) Post signage on the project site indicating the need for quiet to the extent practicable; and
- (e) You must initiate a traffic abatement program which includes that you establish equipment staging and offsite parking/carpool locations for project personnel outside of 660 feet from the eagle nest tree.

4. FOR ACTIVITIES WITHIN 330 FEET OF THE EAGLE NEST TREE:

a. Post-project completion, avoid human access by foot and vehicle while the nest is in-use-

5. To the extent practicable, construction and associated project activities farthest from the eagle nest should occur prior to construction and associated project activities closest to the nest.

6. Preserve the largest native pines and hardwoods outside of the project footprint for use as potential eagle roost or nest sites.

7. Maintain and/or create, enhance or expand the visual vegetation buffer between the project activities and the eagle nest by planting native pines and/or hardwoods.

8. Down-shield all new permanent exterior lighting so that lights do not shine directly onto the eagle nest.

9. Follow state and federal guidelines, laws and label instructions at all times if using pesticides, herbicides, or other chemicals on property identified in Condition D.

10. Prior to or while activities in Condition D are occurring, you must provide educational materials that outline how to minimize disturbance to eagles, along with contact information for an eagle rehabilitator, in the event any eagle is injured or is found on the ground, to the following:

- a. All project personnel;
- b. Tenants occupying any structure described in Condition D; and
- c. Maintenance personnel responsible for the post-project maintenance of the project area described in Condition D.

11. If applicable, coordinate the design and construction or retrofitting of new and existing utility lines to be in compliance with the Avian PowerLine Interaction Committee (APLIC) Guidelines found at **www.aplic.org** to reduce the potential for any electrocution, collision and/or nesting of avian species.



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER0041896

Version Number: 0

Effective: 2023-01-25 **Expires:** 2027-09-30

H. Subpermittees.

1. Any person who is employed by or under contract to you for the activities specified in this permit, or otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.
2. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Subpermittees must be at least 18 years of age.
3. Any subpermittee who has been delegated this authority may not re-delegate to another individual/business.
4. You are responsible for ensuring that your subpermittees are qualified to perform the work and adhere to the terms of your permit. You are also responsible for maintaining current records of designated subpermittees. As the permittee, you are ultimately legally responsible for compliance with the terms and conditions of this permit and that responsibility may not be delegated.
5. You and any subpermittees must carry a legible copy of this permit and display it upon request whenever exercising its authority.

I. Monitoring Requirements.

1. A qualified monitor is required to monitor eagle use of the nesting territory, which is defined as up to a 1.5 mile radius of the eagle nest identified in Condition D, on property that is legally accessible by you and where the activities outlined in Condition D occur. The monitor must be experienced in recognizing specific patterns and changes of eagle behavior, and employed by or contracted by the permittee, landowner, company or entity responsible for having the activity monitored. The monitor must also be as inconspicuous as possible, so not to cause a disturbance with their presence, and when applicable, a wildlife blind or viewing location out of direct sight of the eagles is recommended.

Monitoring must be conducted at a distance that allows for observation without an interruption in the eagle's normal breeding behavior. If eagles do not return to the nest at the location described in Condition D, you are required to monitor on adjacent property that is accessible by you to assess whether or not eagles nest, roost and/or forage at a new location.

If a new eagle nest is built on the property described in Condition D, or within the nesting territory, you must report that new eagle nest location within 10 days to the Southeast Region Eagle Biologist. Additional monitoring and authorization may be required based on the new eagle nest location in relation to activities described in Condition D.

2. Monitoring must occur at a time of day when eagles are most likely to be in the area, (early morning, beginning ½ hour before sunrise, or late afternoon, beginning ½ hour before sunset). You must assess whether or not eagles return to the nesting territory as identified in Monitoring Requirements No.1 and continue to nest, roost and/or forage there, and/or if the eagles attempt to build or occupy another nest. Monitoring must be conducted for a minimum of 60-90 minutes.



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER0041896

Version Number: 0

Effective: 2023-01-25 **Expires:** 2027-09-30

3. Once project activities have begun, including if construction activities have begun but are not occurring, monitoring is required annually to determine eagle nesting activity and/or nest failure. During each nesting season, no additional monitoring is required once eaglets have fledged from the nest or nest failure is documented.

The required monitoring period is:

- During each eagle nesting season, defined as October 1 through May 15, or when eagles are present at the nest and
- For an additional (1) nesting season after project has been completed.

Monitoring must be conducted according to the following Eagle Monitoring Schedule:

Frequency	Eagle Monitoring Schedule	Time	Time of Day
Once	November	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Between December 15 and January 15	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Between February 15 and March 15	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	April	60 – 90 minutes	Begin ½ hour before sunrise or before sunset
Once	May	60 - 90 minutes	Begin ½ hour before sunrise or before sunset
Once	Every month after until fledging or nest failure is documented	60 – 90 minutes	Begin ½ hour before sunrise or before sunset

4. Monitoring reports must include the following information:

- Date and length of time Bald Eagles were observed;
- Time of day;
- Number and age of Bald Eagles observed (i.e. juvenile, immature, subadult, adult); if age is not known provide description;
- Observed behavior (e.g. perching, feeding, sitting on or attending nest, in flight);
- If a new eagle nest is built on or adjacent to your property, the new location and whether the eagles produced young at that site;
- If any eagle nesting attempt was successful, failed or the eagles abandoned the area; and
- A description of any human activity at the time eagles are observed during each month of the monitoring period (e.g. construction, road building, use of machinery, etc.).

J. Reporting Requirements.

1. You may use Form **3-202-15 (Eagle Take Annual Report)**

(https://fwsepermits.servicenowservices.com/sys_attachment.do?sys_id=6b17fec21b89a8509407eb9ce54bcb35).

to report monthly and annual Bald Eagle monitoring activities. Use of this form is not mandatory, but the same information must be submitted.



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER0041896

Version Number: 0

Effective: 2023-01-25 **Expires:** 2027-09-30

(The form can be found at www.fwsepermits.servicenowservices.com/fws

(<http://www.fwsepermits.servicenowservices.com/fws>). Under “Explore Permits”, 3-200-71, Permit Details, Annual Report Form”)

2. You must annually submit your monitoring reports, including your summary **Eagle Take Annual Report**

(https://fwsepermits.servicenowservices.com/sys_attachment.do?sys_id=6b17fec21b89a8509407eb9ce54bcb35).

(Form 3-202-15), by June 30 of each calendar year a report is required as follows:

- a. Electronically to **FW4eaglemonitoring@fws.gov**. The email subject line for each report submitted **must reference the permit number, project title or name, and month/year of report**, or
- b. If you do not have the ability to send the report electronically, you may mail it to the migratory bird permit issuing office at U.S. Fish and Wildlife Service, 1875 Century Blvd., Atlanta, Georgia 30345.

If no eagle activity is observed, a report indicating “no activity observed” is required.

If project activities were delayed or not conducted, an annual report indicating “no activities occurred” is required.

50 CFR 22.80 STANDARD CONDITIONS EAGLE TAKE (DISTURBANCE) PERMIT

All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 22.80 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit and/or citation. The standard conditions below are a continuation of your permit conditions. If you have questions regarding these conditions, refer to the regulations and forms, or to obtain contact information for your issuing office,

visit: <https://www.fws.gov/library/collections/migratory-bird-permit-memorandum-series>

(<https://www.fws.gov/library/collections/migratory-bird-permit-memorandum-series>).

1. This permit does not authorize you to conduct activities on federal, state, tribal or other public or private property without additional prior written permits or permission from the agency/landowner.

2. You remain responsible for all outstanding monitoring requirements and mitigation measures required under the terms of the permit for take that occurs prior to cancellation, expiration, suspension, or revocation of the permit. Provisions for discontinuance of permit activity are outlined in 50 CFR 13.26.

3. You must maintain records as required in 50 CFR 13.46. Your records must also include the data gathered for monitoring and reporting purposes. All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.

4. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect and audit or copy any permits, books or records required to be kept by the permit and governing regulations (50 CFR 13.47).



SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MBPER0041896

Version Number: 0

Effective: 2023-01-25 **Expires:** 2027-09-30

5. You must allow Service personnel or other qualified persons designated by the Service, access to the areas where eagles are likely to be affected by your project activities, at any reasonable hour, and with reasonable notice from the Service, for purposes of monitoring eagles at the site(s) while the permit is valid and for up to 3 years after it expires.

6. The Service may amend, suspend, or revoke a permit issued under this section if new information indicates that revised permit conditions are necessary, or that suspension or revocation is necessary, to safeguard local or regional eagle populations. This provision is in addition to the general criteria for amendment, suspensions and revocation of Federal permits set forth in 50 CFR 13.23, 13.27, and 13.28 of this chapter.

7. To renew this permit if the activities described in Condition D have not been completed by the expiration date of this permit, permittee must meet issuance criteria at the time of renewal and must also have been in compliance with permit conditions, including all monitoring and reporting requirements of the original permit.

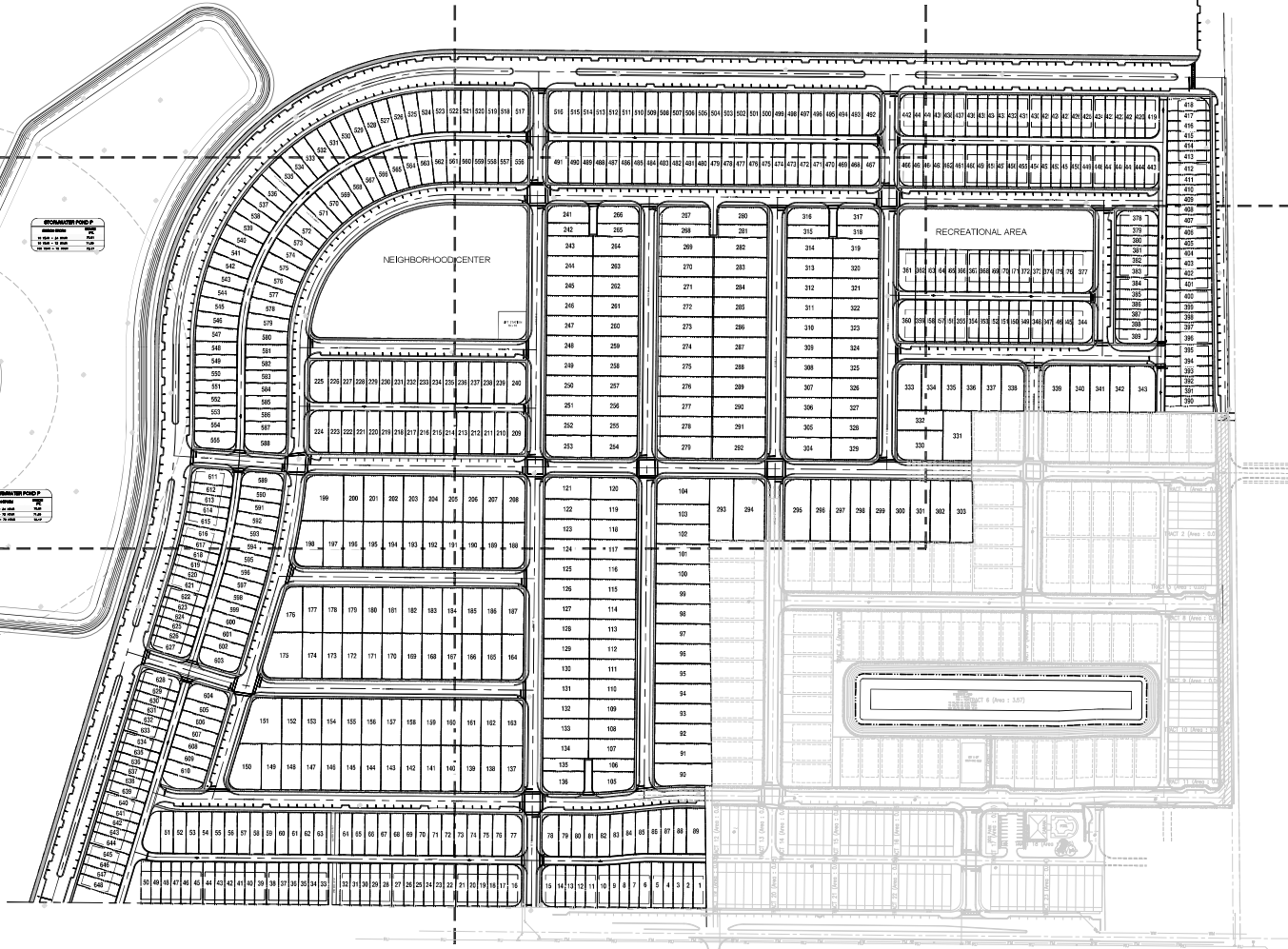
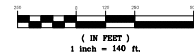
8. You may request amendment to your permit. The Service will charge a fee for substantive amendments made to permits within the time period that the permit is still valid. The fee is \$500 for commercial permittees and \$150 for non-commercial permittees (50 CFR 13.11(d)(4)). Substantive amendments are those that pertain to the purpose and conditions of the permits and are not purely administrative. Administrative changes, such as updating name and address information, are required under 13.23(c), and the Service will not charge a fee for such amendments. Requests for substantive amendment must be submitted via Form 3-200-71.

EXHIBIT B

Management Zone



GRAPHIC SCALE



STORMWATER POND 2
AREA: 1.2 AC
PERMIT: 10/15/2021

STORMWATER POND 1
AREA: 1.2 AC
PERMIT: 10/15/2021

THIS PLAN IS THE PROPERTY OF HANSON, WALTER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM HANSON, WALTER & ASSOCIATES, INC.

DESIGN	CH	P.R. NO.	1167
DRAWN	CN	PAGE	26
CHECKED	SB	SCALE	AS SHOWN
CADD	H	DATE	8/17/2022
		SEC. 29, 30 & 31	
		TWP. 26 S	
		RANGE 30 E	
DATE	BY	REVISIONS	



8 BROADWAY, SUITE 104, KISSIMEE, FLORIDA 34741-5708
PHONE: (407) 841-5411
ENGINEERING FAX: (214) 444-1046 SURVEY FAX: (407) 841-2469
ENG. CERT. OF AUTHOR. No. 30565-BUR. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING



HWA
Hanson, Walter & Associates, Inc.

EDGEWATER ED2

SITE DIMS MASTER

SHEET NO.
10 of 1
JOB NO. 4288-18

© 2022 HANSON, WALTER & ASSOCIATES, INC. ALL RIGHTS RESERVED. SITE PLAN NO. 4288-18, SHEET 10 OF 26, 8/17/2022

EXHIBIT C

Legal Description of Landowner's Property

A PARCEL OF LAND BEING LOTS 91, 102, 107, AND 118, AND A PORTION OF LOTS 75, 76, 85, 86, 87, 90, 92, 101, 103, 106, 108, 117, 119, 122, 123, AND 124, TOGETHER WITH A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 55, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN N00°38'28"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 67.01 FEET; THENCE DEPARTING SAID EAST LINE RUN N89°30'02"W, A DISTANCE OF 430.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°30'02"W, A DISTANCE OF 1,261.56 FEET; THENCE RUN N00°29'58"E, A DISTANCE OF 31.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 146.50 FEET AND A CENTRAL ANGLE OF 16°20'34"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.79 FEET (CHORD BEARING = N08°40'15"E, CHORD = 41.65 FEET); THENCE RUN N16°50'32"E, A DISTANCE OF 829.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,181.50 FEET AND A CENTRAL ANGLE OF 16°20'36"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 337.02 FEET (CHORD BEARING = N08°40'14"E, CHORD = 335.88 FEET); THENCE RUN N00°29'56"E, A DISTANCE OF 200.62 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 738.48 FEET AND A CENTRAL ANGLE OF 90°00'11"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,160.04 FEET (CHORD BEARING = N45°29'56"E, CHORD = 1,044.40 FEET); THENCE RUN S89°30'04"E, A DISTANCE OF 235.96 FEET; THENCE RUN S00°29'56"W, A DISTANCE OF 457.56 FEET; THENCE RUN S89°30'04"E, A DISTANCE OF 115.00 FEET; THENCE RUN S00°29'56"W, A DISTANCE OF 1,310.00 FEET; THENCE RUN N89°30'04"W, A DISTANCE OF 115.00 FEET; THENCE RUN S00°29'56"W, A DISTANCE OF 372.43 FEET TO THE POINT OF BEGINNING.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 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	\$ 880,190	\$ -	\$ -	\$ -	\$ -	\$ 12,812,975	\$13,693,165
Investments							
Revenue	-	1,124,955	1,240,225	-	-	-	2,365,180
Reserve	-	556,290	1,930,400	-	-	-	2,486,690
Prepayment	-	-	22,088	-	-	-	22,088
Construction	-	-	-	3,601	317	-	3,918
Construction - E2	-	-	-	-	35	-	35
Construction - E5	-	-	-	-	10	-	10
Construction - E6N	-	-	-	-	11	-	11
Cost of issuance	-	11,194	-	-	-	-	11,194
Undeposited funds	250,176	-	-	-	-	-	250,176
Due from Landowner	515,971	-	554,613	-	402,110	-	1,472,694
Due from Beazer Homes	62,736	-	164,840	-	-	-	227,576
Due from general fund	-	3,447	-	-	-	-	3,447
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>\$1,740,824</u>	<u>\$1,695,886</u>	<u>\$3,912,166</u>	<u>\$ 3,601</u>	<u>\$ 402,483</u>	<u>\$ 12,812,975</u>	<u>\$20,567,935</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 12,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,025
Contracts payable	-	-	-	-	413,437	402,466	815,903
Retainage payable	-	-	-	-	528,287	59,037	587,324
Due to general fund	-	-	5,725	-	-	25,782	31,507
Due to debt service fund 2021	3,447	-	-	-	-	-	3,447
Due to other	169,639	-	-	-	-	-	169,639
Tax payable	91	-	-	-	-	-	91
Landowner advance	21,000	-	-	-	-	-	21,000
Total liabilities	<u>206,202</u>	<u>-</u>	<u>5,725</u>	<u>-</u>	<u>941,724</u>	<u>487,285</u>	<u>1,640,936</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	578,707	-	719,453	-	402,110	-	1,700,270
Total deferred inflows of resources	<u>578,707</u>	<u>-</u>	<u>719,453</u>	<u>-</u>	<u>402,110</u>	<u>-</u>	<u>1,700,270</u>
Fund balances:							
Restricted for:							
Debt service	-	1,695,886	3,186,988	-	-	-	4,882,874
Capital projects	-	-	-	3,601	(941,351)	12,325,690	11,387,940
Unassigned	955,915	-	-	-	-	-	955,915
Total fund balances	<u>955,915</u>	<u>1,695,886</u>	<u>3,186,988</u>	<u>3,601</u>	<u>(941,351)</u>	<u>12,325,690</u>	<u>17,226,729</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,740,824</u>	<u>\$1,695,886</u>	<u>\$3,912,166</u>	<u>\$ 3,601</u>	<u>\$ 402,483</u>	<u>\$ 12,812,975</u>	<u>\$20,567,935</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 1,174	\$ 367,894	\$ 373,787	98%
Assessment levy: off-roll	295,158	385,122	1,103,811	35%
Lot closings	-	82,282	-	N/A
Total revenues	<u>296,332</u>	<u>835,298</u>	<u>1,477,598</u>	57%
EXPENDITURES				
Professional & administrative				
Supervisor fees	215	646	-	N/A
Management/admin/recording	4,000	24,000	48,000	50%
Legal	18,651	34,529	50,000	69%
Engineering	9,215	23,765	7,500	317%
Audit	-	3,000	6,500	46%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,000	2,000	50%
Trustee 2021	4,031	4,031	5,725	70%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	2,750	5,500	50%
DSF accounting & assessment rolls - Series 2022	458	2,750	5,500	50%
Telephone	17	100	200	50%
Postage	65	406	500	81%
Printing & binding	42	250	500	50%
Legal advertising	4,002	4,832	6,500	74%
Annual special district fee	-	175	175	100%
Insurance	-	6,016	5,750	105%
Contingencies/bank charges	221	318	500	64%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>41,542</u>	<u>109,273</u>	<u>152,990</u>	71%
Field operations				
Field operations management	1,458	8,750	75,000	12%
Accounting	-	-	2,500	0%
Stormwater management				
Lake maintenance	934	5,134	19,524	26%
Streetslighting	4,244	22,014	107,296	21%
Repairs & maintenance	-	-	82,863	0%
Electricity	602	2,336	3,900	60%
Unbudgeted operation expenses -	7,804	21,370	-	N/A
Landscape maint.				
Maintenance contract	30,100	178,976	402,820	44%
Plant replacement	-	1,903	40,282	5%
Landscape contingency	-	-	40,282	0%
Irrigation	6,268	19,307	234,115	8%
Trash services	476	1,664	10,000	17%
Total field operations	<u>51,886</u>	<u>261,454</u>	<u>1,018,582</u>	26%
Other fees & charges				
Tax collector	23	7,729	7,787	99%
Total other fees & charges	<u>23</u>	<u>7,729</u>	<u>7,787</u>	99%
Total expenditures	<u>93,451</u>	<u>378,456</u>	<u>1,179,359</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	202,881	456,842	298,239	
Fund balances - beginning	753,034	499,073	14,675	
Unassigned	955,915	955,915	312,914	
Fund balances - ending	<u>\$ 955,915</u>	<u>\$ 955,915</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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 3,517	\$ 1,102,505	\$ 1,119,962	98%
Interest	5,134	21,094	-	N/A
Total revenues	<u>8,651</u>	<u>1,123,599</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	70	22,032	23,333	94%
Total other fees and charges	<u>70</u>	<u>22,032</u>	<u>23,333</u>	94%
Total expenditures	<u>70</u>	<u>365,697</u>	<u>1,140,663</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	8,581	757,902	(20,701)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(1,701)</u>	<u>(11,823)</u>	-	N/A
Total other financing sources	<u>(1,701)</u>	<u>(11,823)</u>	-	N/A
Net change in fund balances	6,880	746,079	(20,701)	
Fund balances - beginning	1,689,006	949,807	931,386	
Fund balances - ending	<u>\$ 1,695,886</u>	<u>\$ 1,695,886</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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 989,586	\$ 989,586	\$ 1,930,402	51%
Lot closings	-	228,633	-	N/A
Interest	6,718	46,046	-	N/A
Total revenues	<u>996,304</u>	<u>1,264,265</u>	<u>1,930,402</u>	65%
EXPENDITURES				
Debt service				
Principal	-	-	675,000	0%
Principal prepayment	-	45,000	-	N/A
Interest	-	627,522	1,255,656	50%
Total debt service	<u>-</u>	<u>672,522</u>	<u>1,930,656</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	996,304	591,743	(254)	
Fund balances - beginning	<u>2,190,684</u>	<u>2,595,245</u>	<u>2,561,050</u>	
Fund balances - ending	<u><u>\$ 3,186,988</u></u>	<u><u>\$ 3,186,988</u></u>	<u><u>\$ 2,560,796</u></u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 5	\$ 1,060
Total revenues	<u>5</u>	<u>1,060</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	5	1,060
OTHER FINANCING SOURCES/(USES)		
Transfer in	1,701	11,823
Transfer out	-	(70,568)
Total other financing sources/(uses)	<u>1,701</u>	<u>(58,745)</u>
Net change in fund balances	1,706	(57,685)
Fund balances - beginning	1,895	61,286
Fund balances - ending	<u>\$ 3,601</u>	<u>\$ 3,601</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 526,364	\$ 948,003
Interest & miscellaneous	317	13,686
Total revenues	<u>526,681</u>	<u>961,689</u>
EXPENDITURES		
Construction costs - project infrastructure	<u>257,759</u>	<u>1,884,479</u>
Total expenditures	<u>257,759</u>	<u>1,884,479</u>
Excess/(deficiency) of revenues over/(under) expenditures	268,922	(922,790)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	393,307
Transfer out	-	(322,739)
Total other financing sources/(uses)	<u>-</u>	<u>70,568</u>
Fund balances - beginning	<u>(1,210,273)</u>	<u>(89,129)</u>
Fund balances - ending	<u><u>\$ (941,351)</u></u>	<u><u>\$ (941,351)</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 MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest & miscellaneous	\$ 44,021	\$ 106,616
Offsite Force Main contribution	-	14,335,767
Total revenues	<u>44,021</u>	<u>14,442,383</u>
EXPENDITURES		
Contingencies	140	386
Construction costs	1,985,886	2,116,307
Total expenditures	<u>1,986,026</u>	<u>2,116,693</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,942,005)	12,325,690
Fund balances - beginning	14,267,695	-
Fund balances - ending	<u><u>\$ 12,325,690</u></u>	<u><u>\$ 12,325,690</u></u>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on 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.

Present:

Kevin Mays	Vice Chair
Kevin Kramer	Assistant Secretary
Jody Pino	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Felix Rodriguez (via telephone)	Wrathell, Hunt and Associates, LLC
Kate John	District Counsel
Shawn Hindle	District Engineer
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 9:12 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

Discussion: FY2026 Draft Budget

Mr. Torres stated preparation of the proposed Fiscal Year 2026 budget is underway.

FOURTH ORDER OF BUSINESS

Consideration of Edgewater Property Holdings, LLC Construction Funding Agreement [Cross Prairie Parkway North]

Mr. Torres presented the Edgewater Property Holdings, LLC Construction Funding Agreement for Cross Prairie Parkway North.

Ms. John stated that this Agreement is in substantially similar form as past Construction Funding Agreements. The difference is that this Agreement is project specific. It provides for the funding of the Cross Prairie Parkway North. This enables the CDD to proceed with construction of Cross Prairie Parkway North without issuing bonds.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Edgewater Property Holdings, LLC Construction Funding Agreement for Cross Prairie Parkway North, in substantial form, was approved.

FIFTH ORDER OF BUSINESS**Consideration of JCH CP, LLC License Agreement Regarding the Maintenance of Improvement on District Property**

Mr. Torres presented the JCH CP, LLC License Agreement Regarding the Maintenance of Improvement on District Property. Ms. John stated that this Agreement is with the HOA. The HOA will maintain trees, a dog waste station and a trash can on CDD property. The final version of the Agreement, with the HOA's signature, is in hand and ready for the Chair's signature.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the JCH CP, LLC License Agreement Regarding the Maintenance of Improvement on District Property, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Jr. Davis Construction Company, Inc., First Amendment to Agreement for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site**

Mr. Torres presented the Jr. Davis Construction Company, Inc., First Amendment to Agreement for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site. Ms. John stated that this Amendment is related to the Cross Prairie Parkway North Agreement. This Amendment removes the requirement that special assessment bonds be issued before construction can commence. Due to changes in the Development Plan, the financing is on hold until about August 2025.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Jr. Davis Construction Company, Inc., First Amendment to Agreement for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of The Lake Doctors, Inc. Water Management Agreement [Clay Whaley]**

Mr. Torres presented The Lake Doctors, Inc. Water Management Agreement for Clay Whaley. This is to add an additional pond, in the amount of \$170 per month.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, The Lake Doctors, Inc. Water Management Agreement for Clay Whaley for one additional pond, in the amount of \$170 per month, and authorizing District Counsel to draft an amendment to the existing Water Management Agreement, was approved.

EIGHTH ORDER OF BUSINESS**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**

Ms. John stated that these items will enable the development of the six-lane intersection, including turn lanes and traffic signals, at Clay Whaley Road and Cross Prairie Parkway. The additional right-of-way (ROW) will eventually be dedicated to the County or the City of St. Cloud.

Discussion ensued regarding landscaping that will be installed, restoring any areas impacted by construction and the benefits to the CDD for the work being completed.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Clay Whaley Road and Cross Prairie Parkway ROW Development and Conveyance and related documents, including the 2975 Clay Whaley Road Land Trust Development Agreement, 2975 Clay Whaley Road Land Trust Special Warranty Deed and 2975 Clay Whaley Road Land Trust Temporary

Construction Easement Agreement, all in substantial form, and authorizing the Chair or Vice Chair to execute once fully negotiated, were approved.

NINTH ORDER OF BUSINESS**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

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the DoodyCalls of Orlando Agreement Regarding the Provision of Pet Waster Station Maintenance Services; Jr. Davis Construction Company, Inc. Change Order 001 for Cross Prairie Parkway to Cord Ave Offsite Force Main; and Jr. Davis Construction Company, Inc., Construction Agreement for Cross Prairie Parkway North Framework Roadway, Phase 1, Civil Site Work, were ratified.

TENTH ORDER OF BUSINESS**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

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.

ELEVENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kutak Rock LLP

The was no report.

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

Mr. Hindle reported that the force-main project is progressing much faster than anticipated. The County changed its mind and will allow work on the road crossings to occur during the day instead of at night. The project is about one month ahead of schedule.

- Consideration of Hanson, Walker and Associates, Inc., Job #4288-13-06 Construction Management Services Agreement for Cross Prairie Parkway North

- 155 ▪ **Consideration of Hanson, Walker and Associates, Inc., Job #4288-13-07 Construction**
156 **Management Services Agreement for Cross Prairie Parkway South ED-6**
157 **These items were additions to the agenda.**

158 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
159 **Hanson, Walker and Associates, Inc., Job #4288-13-06 Construction**
160 **Management Services Agreement for Cross Prairie Parkway North, in a not-to-**
161 **exceed amount of \$100,000, and the Hanson, Walker and Associates, Inc., Job**
162 **#4288-13-07 Construction Management Services Agreement for Cross Prairie**
163 **Parkway South ED-6, in a not-to-exceed amount of \$48,700, were approved.**

164
165
166 **C. Field Operations: Wrathell, Hunt and Associates, LLC**

167 The Field Operations Status Report was included for informational purposes.

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

- 169 • **NEXT MEETING DATE: May 1, 2025 at 9:00 AM**
170 ○ **QUORUM CHECK**

171
172 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

173
174 Mr. Kramer stated that work on a Mobility Fee Credit Agreement with the City and
175 County is underway. The Board approved one about a year ago for the first ED-4 project. This
176 Agreement is similar to that but, rather than having an Agreement for every project, the City
177 and County are now having a single Agreement for all the CDD roadwork.

178 Mr. Mays noted that the Quorum Check section on Page 2 of the agenda letter needs to
179 be updated as follows:

180 Seat 2: Change "Kevin Wanas" to "Kevin Mays"

181
182 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

183
184 No members of the public spoke.

185
186 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

187
188 **On MOTION by Ms. Pino and seconded by Mr. Kramer, with all in favor, the**
189 **meeting adjourned at 9:40 a.m.**

190
191
192
193
194

Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

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 <i>Presentation of FY2026 Proposed Budget</i>	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.*