EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

June 5, 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

May 29, 2025

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

Board of Supervisors
Edgewater East Community Development District

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on June 5, 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. Consideration of Resolution 2025-11, Approving Proposed Budget(s) for FY 2026; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date

4. Consideration of Resolution 2025-12, Adopting the Annual Meeting Schedule for Fiscal Year 2025/2026; and Providing for an Effective Date.

5. Discussion: Memorandum Regarding Direct Purchase of Materials
   A. Consideration of Resolution 2025-13, 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

6. Consideration of Resolution 2025-14, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

7. Consideration of Resolution 2025-15, Electing Felix Rodriguez as Assistant Secretary of the District, and Providing for an Effective Date

8. 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] *(in substantial form)*
   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] *(in substantial form)*
   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]

9. Consideration of Down to Earth Estimate #119702 for Refreshment of Crush Shell Rock on Trail

10. Authorization for Chair or Vice Chair to Execute Edgewater Cross Prairie – Phase 1 Plat

11. Approval of Transportation Credit Tri-Party Agreement *(in substantial form)*

12. Consideration of Resolution 2025-16 Supplemental Assessment Resolution for Assessment Area 3
   - Final Supplemental Assessment Methodology Report for Assessment Area 3

13. Ratification Items
   A. Edgewater Property Holdings, LLC, Temporary Construction Easement Offsite Force Main Project
   B. Ferguson Waterworks Change Orders for [Cross Prairie Parkway to Cord Ave, Offsite Force Main]
      I. No. 3
      II. No. 4
   C. K. Hovnanian Four Seasons at Crossprairie, LLC Assignment of Impact Fee Credits (ED6)

D. Down to Earth Construction Agreement [ED2 Clay Whaley Road, Phase 2 – Landscape and Irrigation Work]

E. City of St. Cloud Authorization Letter for ED2 Landscape and Irrigation and Installation Work

F. Lennar Homes, LLC, Temporary Access and Construction Easement Agreement (Eagle Monitoring)

I. Subpermittee Authorization Agreement (Bald Eagle Incidental Take Permit) *for informational purposes*

G. Consideration of The Lake Doctors, Inc. Third Amendment to The Lake Doctors, Inc. for Water Management Services Agreement

14. Consent Agenda

A. Acceptance of Unaudited Financial Statements as of April 30, 2025

B. Approval of April 3, 2025 Regular Meeting Minutes

15. Staff Reports

A. District Counsel: *Kutak Rock LLP*

- Discussion: Memorandum Regarding Collection and Distribution of Force Main Fee
- 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: July 3, 2025 at 9:00 AM
  - QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	KEVIN MAYS	☐ 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

16. Board Members' Comments/Requests

17. Public Comments

18. Continuation of Meeting to June 25, 2025

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

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

Sincerely,

Ernesto Torres
District Manager

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-11
[FY 2026 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (**"FY 2026"**), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Edgewater East Community Development District (**"District"**) prior to June 15, 2025, the proposed budget(s) attached hereto as **Exhibit A** (**"Proposed Budget"**); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____
TIME: 9:00 AM
LOCATION: Offices of Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, Florida 34741

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENTS; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District's website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A
Proposed Budget

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
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EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	$ 389,361				$ 386,520
Allowable discounts (4%)	(15,574)				(15,461)
Assessment levy: on-roll - net	373,787	$ 367,894	$ 14	$ 367,908	371,059
Assessment levy: off-roll	1,103,811	385,122	239,473	624,595	1,107,284
Lot closings	-	82,282		82,282	-
Total revenues	1,477,598	835,298	239,487	1,074,785	1,478,343
EXPENDITURES					
Professional & administrative					
Supervisors	-	646	-	646	-
Management/admin/recording	48,000	24,000	24,000	48,000	48,000
Legal	50,000	34,530	15,470	50,000	50,000
Engineering	7,500	23,765	-	23,765	7,500
Audit	6,500	3,000	3,500	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	4,031	1,694	5,725	5,725
Trustee - Series 2022	5,725	-	5,725	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	405	95	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	4,832	1,668	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,750	6,016	-	6,016	7,268
Contingencies/bank charges	500	318	182	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Property appraiser and tax collector	7,787	7,729	58	7,787	7,730
Total professional & administrative	160,777	117,002	60,952	177,954	162,238

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Field operations					
Field operations management	75,000	8,750	8,000	16,750	16,000
O&M accounting	2,500	-	2,500	2,500	10,000
Stormwater management					
Lake maintenance	19,524	5,134	14,390	19,524	19,524
Streetlighting	107,296	22,014	85,282	107,296	107,296
Irrigation supply			-		
Repairs and maintenance	82,863	-	47,000	47,000	47,863
Trail maintenance	-	-	-	-	25,000
Sidewalk repairs	-	-	-	-	10,000
Pressure washing	-	-	-	-	10,000
Electricity	3,900	2,336	1,564	3,900	8,180
Landscape maint.					
Maintenance contract	402,820	178,976	223,844	402,820	402,820
Plant replacement	40,282	1,903	38,379	40,282	40,000
Landscape contingency	40,282	-	40,282	40,282	40,000
Irrigation	234,115	19,307	114,000	133,307	168,115
Irrigation repairs	-	-	-	-	25,000
Mulch	-	-	-	-	79,000
Toho water expenses	-	7,804	-	7,804	-
Other operation expenses	-	13,566	-	13,566	-
Trash services	10,000	1,664	8,336	10,000	9,000
Total field operations	1,018,582	261,454	757,128	845,031	1,017,798
Total expenditures	1,179,359	378,456	818,080	1,022,985	1,180,036
Excess/(deficiency) of revenues over/(under) expenditures	298,239	456,842	(578,593)	51,800	298,307
Fund balance - beginning (unaudited)	14,675	499,073	955,915	499,073	550,873
Committed					
Working capital	-	-	-	-	300,460
Unassigned	312,914	955,915	377,322	550,873	548,720
Fund balance - ending (projected)	$ 312,914	$ 955,915	$ 377,322	$ 550,873	$ 849,180

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	7,268
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	7,730

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

Expeditures (continued)	
Field operations	
Field operations management	16,000
Intended to cover the cost of hiring a qualified management company to manage the day to day operations of the shared CDD operations.	
O&M accounting	10,000
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	47,863
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Trail maintenance	25,000
Sidewalk repairs	10,000
Pressure washing	10,000
Electricity	8,180
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	40,000
Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1	
Landscape contingency	40,000
Irrigation	168,115
Irrigation annual cost for Cross-Prairie Pkwy, ED5 Roadway Ph 1, Clay Whaley Row Ph1.	
Irrigation repairs	25,000
Covers the costs of periodic sprinkler head and valve replacements line repairs.	
Mulch	79,000
Trash services	9,000
Total expenditures	$ 1,180,036

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE)
FISCAL YEAR 2026

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Special assessment - on-roll	$ 1,166,627				$ 1,166,627
Allowable discounts (4%)	(46,665)				(46,665)
Assessment levy: net	1,119,962	$ 1,102,505	$ 17,457	$ 1,119,962	1,119,962
Interest	-	21,094	-	21,094	-
Total revenues	1,119,962	1,123,599	17,457	1,141,056	1,119,962
EXPENDITURES					
Debt service					
Principal	430,000	-	430,000	430,000	440,000
Interest	687,330	343,665	343,665	687,330	676,580
Total debt service	1,117,330	343,665	773,665	1,117,330	1,116,580
Other fees & charges					
Property appraiser and tax collector	23,333	22,032	1,301	23,333	23,333
Total other fees & charges	23,333	22,032	1,301	23,333	23,333
Total expenditures	1,140,663	365,697	774,966	1,140,663	1,139,913
Excess/(deficiency) of revenues over/(under) expenditures	(20,701)	757,902	(757,509)	393	(19,951)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(11,823)	-	(11,823)	-
Total other financing sources/(uses)	-	(11,823)	-	(11,823)	-
Fund balance:					
Net increase/(decrease) in fund balance	(20,701)	746,079	(757,509)	(11,430)	(19,951)
Beginning fund balance (unaudited)	931,386	949,807	949,807	949,807	938,377
Ending fund balance (projected)	$ 910,685	$1,695,886	$ 192,298	$ 938,377	918,426
Use of fund balance:					
Debt service reserve account balance (required)					(556,250)
Principal and Interest expense - November 1, 2026					(332,790)
Projected fund balance surplus/(deficit) as of September 30, 2026					$ 29,386

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	**18,245,000.00**		**10,958,010.00**	**29,203,010.00**	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA TWO)
FISCAL YEAR 2026

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Special assessment: off-roll	$ 1,930,402	$ 989,586	$ 712,183	$ 1,701,769	$ 1,930,401
Lot closings	-	228,633	-	228,633	-
Interest	-	46,046	-	46,046	-
Total revenues	1,930,402	1,264,265	712,183	1,976,448	1,930,401
EXPENDITURES					
Debt service					
Principal	675,000	-	675,000	675,000	695,000
Principal prepayment	-	45,000	20,000	65,000	-
Interest	1,255,656	627,522	628,134	1,255,656	1,231,950
Total debt service	1,930,656	672,522	1,323,134	1,995,656	1,926,950
Total expenditures	1,930,656	672,522	1,323,134	1,995,656	1,926,950
Excess/(deficiency) of revenues over/(under) expenditures	(254)	591,743	(610,951)	(19,208)	3,451
Fund balance:					
Beginning fund balance (unaudited)	2,561,050	2,595,245	3,186,988	2,595,245	2,576,037
Ending fund balance (projected)	$ 2,560,796	$ 3,186,988	$ 2,576,037	$ 2,576,037	2,579,488
Use of fund balance:					
Debt service reserve account balance (required)					(1,936,927)
Principal and Interest expense - November 1, 2026					(605,550)
Projected fund balance surplus/(deficit) as of September 30, 2026					$ 37,011

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2025	-		615,975.00	615,975.00	31,770,000.00
5/1/2026	695,000.00	3.000%	615,975.00	1,310,975.00	31,075,000.00
11/1/2026	-		605,550.00	605,550.00	31,075,000.00
5/1/2027	715,000.00	3.000%	605,550.00	1,320,550.00	30,360,000.00
11/1/2027	-		594,825.00	594,825.00	30,360,000.00
5/1/2028	740,000.00	3.375%	594,825.00	1,334,825.00	29,620,000.00
11/1/2028	-		582,337.50	582,337.50	29,620,000.00
5/1/2029	765,000.00	3.375%	582,337.50	1,347,337.50	28,855,000.00
11/1/2029	-		569,428.13	569,428.13	28,855,000.00
5/1/2030	790,000.00	3.375%	569,428.13	1,359,428.13	28,065,000.00
11/1/2030	-		556,096.88	556,096.88	28,065,000.00
5/1/2031	820,000.00	3.375%	556,096.88	1,376,096.88	27,245,000.00
11/1/2031	-		542,259.38	542,259.38	27,245,000.00
5/1/2032	845,000.00	3.375%	542,259.38	1,387,259.38	26,400,000.00
11/1/2032	-		528,000.00	528,000.00	26,400,000.00
5/1/2033	880,000.00	4.000%	528,000.00	1,408,000.00	25,520,000.00
11/1/2033	-		510,400.00	510,400.00	25,520,000.00
5/1/2034	915,000.00	4.000%	510,400.00	1,425,400.00	24,605,000.00
11/1/2034	-		492,100.00	492,100.00	24,605,000.00
5/1/2035	950,000.00	4.000%	492,100.00	1,442,100.00	23,655,000.00
11/1/2035	-		473,100.00	473,100.00	23,655,000.00
5/1/2036	990,000.00	4.000%	473,100.00	1,463,100.00	22,665,000.00
11/1/2036	-		453,300.00	453,300.00	22,665,000.00
5/1/2037	1,030,000.00	4.000%	453,300.00	1,483,300.00	21,635,000.00
11/1/2037	-		432,700.00	432,700.00	21,635,000.00
5/1/2038	1,075,000.00	4.000%	432,700.00	1,507,700.00	20,560,000.00
11/1/2038	-		411,200.00	411,200.00	20,560,000.00
5/1/2039	1,120,000.00	4.000%	411,200.00	1,531,200.00	19,440,000.00
11/1/2039	-		388,800.00	388,800.00	19,440,000.00
5/1/2040	1,165,000.00	4.000%	388,800.00	1,553,800.00	18,275,000.00
11/1/2040	-		365,500.00	365,500.00	18,275,000.00
5/1/2041	1,210,000.00	4.000%	365,500.00	1,575,500.00	17,065,000.00
11/1/2041	-		341,300.00	341,300.00	17,065,000.00
5/1/2042	1,260,000.00	4.000%	341,300.00	1,601,300.00	15,805,000.00
11/1/2042	-		316,100.00	316,100.00	15,805,000.00
5/1/2043	1,310,000.00	4.000%	316,100.00	1,626,100.00	14,495,000.00
11/1/2043	-		289,900.00	289,900.00	14,495,000.00
5/1/2044	1,365,000.00	4.000%	289,900.00	1,654,900.00	13,130,000.00
11/1/2044	-		262,600.00	262,600.00	13,130,000.00
5/1/2045	1,420,000.00	4.000%	262,600.00	1,682,600.00	11,710,000.00

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2045	-		234,200.00	234,200.00	11,710,000.00
5/1/2046	1,480,000.00	4.000%	234,200.00	1,714,200.00	10,230,000.00
11/1/2046	-		204,600.00	204,600.00	10,230,000.00
5/1/2047	1,540,000.00	4.000%	204,600.00	1,744,600.00	8,690,000.00
11/1/2047	-		173,800.00	173,800.00	8,690,000.00
5/1/2048	1,600,000.00	4.000%	173,800.00	1,773,800.00	7,090,000.00
11/1/2048	-		141,800.00	141,800.00	7,090,000.00
5/1/2049	1,670,000.00	4.000%	141,800.00	1,811,800.00	5,420,000.00
11/1/2049	-		108,400.00	108,400.00	5,420,000.00
5/1/2050	1,735,000.00	4.000%	108,400.00	1,843,400.00	3,685,000.00
11/1/2050	-		73,700.00	73,700.00	3,685,000.00
5/1/2051	1,805,000.00	4.000%	73,700.00	1,878,700.00	1,880,000.00
11/1/2051	-		37,600.00	37,600.00	1,880,000.00
5/1/2052	1,880,000.00	4.000%	37,600.00	1,917,600.00	-
Total	**31,770,000.00**		**20,611,143.78**	**52,381,143.78**	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS

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

Product	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Single Family 1	521	$ 360.56	$ 1,303.13	$ 1,663.69	$ 1,455.54
Single Family 2	197	360.56	1,042.51	1,403.07	1,210.56
Multi Family	354	360.56	797.52	1,158.08	980.27
Total	**1,072**				

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

Product	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Single Family 1	725	$ 338.93	$ 1,233.51	$ 1,572.44	$ 1,455.54
Single Family 2	402	338.93	986.81	1,325.74	1,210.56
Multi Family	847	338.93	754.91	1,093.84	980.27
Total	**1,974**				

Future Phase(s), Off-roll assessments

Product	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Single Family 1	461	$ 338.93	$ -	$ 338.93	$ 230.60
Single Family 2	130	338.93	-	338.93	230.60
Multi Family	702	338.93	-	338.93	230.60
Total	**1,293**				

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR 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 situated within Osceola County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation within the county in which the District is located.

WHEREAS, the Board desires to adopt the meeting schedule attached as **Exhibit A,** for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2025/2026").

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

1. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law and will also be provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION *Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
October 2, 2025	**Regular Meeting**	**9:00 AM**
November 6, 2025	**Regular Meeting**	**9:00 AM**
December 4, 2025	**Regular Meeting**	**9:00 AM**
January __, 2026*	**Regular Meeting**	**9:00 AM**
February 5, 2026	**Regular Meeting**	**9:00 AM**
March 5, 2026	**Regular Meeting**	**9:00 AM**
April 2, 20256	**Regular Meeting**	**9:00 AM**
May 7, 2026	**Regular Meeting**	**9:00 AM**
June 4, 2026	**Regular Meeting**	**9:00 AM**
July 2, 2026	**Regular Meeting**	**9:00 AM**
August 6, 2026	**Regular Meeting**	**9:00 AM**
September 3, 2026	**Regular Meeting**	**9:00 AM**

***Exception**

The January meeting date is on the New Year's Day holiday.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

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KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Michael C. Eckert
mobile: 850.567.0558
michael.eckert@kutakrock.com

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 tangle 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

5A

RESOLUTION 2025-13

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 5th day of June, 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

By: _____
Authorized Representative of District
Date: _____

Sincerely,

_____
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

6

RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Edgewater East Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing **"WHEREAS"** clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST**:**

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF_____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By:

_____
Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

By: _____

Council Clerk

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/05/2025**

Approved as to Form:

By: _____

Attorney for District

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT ELECTING FELIX RODRIGUEZ AS ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to elect a certain Officer of the District.

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

SECTION 1. Felix Rodriguez is elected as Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

8A

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

8B

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

8C

Docusign Envelope ID: CA703024-526E-44CE-98A4-FC48171366FC

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 $951,677.00 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 $951,677.00), which amount of difference totals $679,677.00 (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 $679,677 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.

Docusign Envelope ID: CA703024-526E-44CE-98A4-FC48171366FC

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]

Docusign Envelope ID: CA703024-526E-44CE-98A4-FC48171366FC

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

Attest:

_____
Secretary/Assistant Secretary

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

Witness:

_____
Printed Name: _____

MERITAGE HOMES OF FLORIDA, INC.
A Florida corporation

DocuSigned by:
Louis Cioffi
2F9ABABCE54848...

By: Louis Cioffi
Its: VP of Land Acquisiton

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

8D

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:

_____
Secretary/Assistant Secretary

Witness:

_____
Printed Name: _____

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Chair/Vice Chair, Board of Supervisors

M/I HOMES OF ORLANDO, 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

8E

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:

_____
Secretary/Assistant Secretary

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

_____
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

8F

Docusign Envelope ID: CA703024-526E-44CE-98A4-FC48171366FC

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 $760,972.94 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 ($760,972.94), which amount of difference totals $80,972.94 (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.

Docusign Envelope ID: CA703024-526E-44CE-98A4-FC48171366FC

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.

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[SIGNATURES ON NEXT PAGE]

Docusign Envelope ID: CA703024-526E-44CE-98A4-FC48171366FC

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

Attest:

_____
Secretary/Assistant Secretary

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

MERITAGE HOMES OF FLORIDA, INC.
A Florida corporation

DocuSigned by:
Louis Cioffi
2F9ABABCE548481...

By: Louis Cioffi
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

9

Down to Earth
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #119702

Customer Address	Billing Address	Physical Job Address
Edgewater East CDD ,	District AP Edgewater East CDD 2300 Glades Road Suite 410W Boca Raton, FL 33431	Edgewater East CDD Cross Prairie Pkwy & Clay Whaley Rd. St. Cloud, FL 34772

Job	Estimated Job Start Date	Proposed By	Due Date
Refreshment of Crush shell rock on trail	June 27, 2025	Leandro "Leo" Velazquez	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)				$1,846.50
Crushed Shell installed	Cubic Yard	488	$270.95	$132,224.88
			Subtotal	**$134,071.38**
			Estimated Tax	$0.00
			Job Total	**$134,071.38**

Proposal to refresh the trail behind the homes with Crush shells, crew will prep area by smoothing the trail prior to the refreshment of the rock. DTE will provide all material and labor needed to complete the scope of work.

Proposed By:

Leandro "Leo" Velazquez 05/28/2025
Down to Earth — Date

Agreed & Accepted By:

Edgewater East CDD — Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by “No Cuts”, if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

10

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

PLAT BOOK PAGE

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.

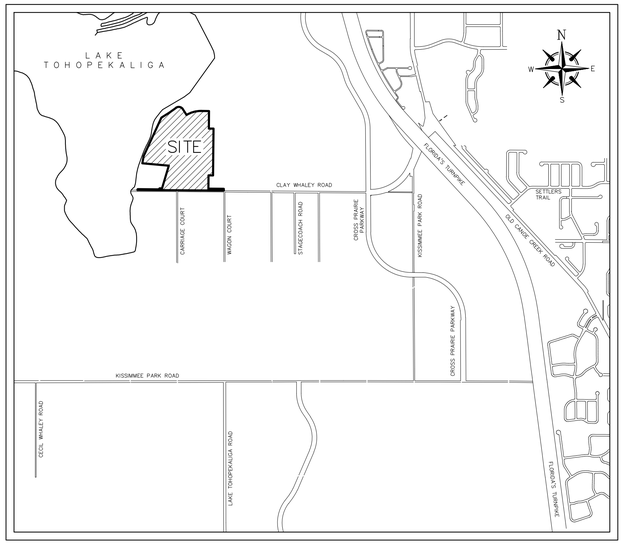
Containing 3,431,783 square feet or 78.783 acres, more or less.

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 INSTILLATION 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.

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

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.



VICINITY MAP

1" = 2000'

PLAT PROPERTY INFORMATION REPORT

RIGHT OF WAYS AS SHOWN ON PLAT OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 17, TOWNSHIP 26 S, RANGE 30 E, PER PLAT BOOK B, PAGE 55 DO AFFECT THE PLAT PROPERTY.

NOTICE OF ESTABLISHMENT OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AS RECORDED IN O.R.B. 5746, PAGE 1668, AND CORRECTIVE NOTICE OF ESTABLISHMENT OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AS RECORDED IN O.R.B. 5800, PAGE 486, DO AFFECT THE PLAT PROPERTY.

FINAL JUDGEMENT AS RECORDED IN O.R.B. 5807, PAGE 758 DOES AFFECT THE PLAT PROPERTY.

INTERLOCAL AGREEMENT BETWEEN OSCEOLA COUNTY, FLORIDA AND EDGEWATER East COMMUNITY DEVELOPMENT DISTRICT REGARDING THE EXERCISE OF POWERS AND COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES AS RECORDED IN O.R.B. 5803, PAGE 1, AND FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN OSCEOLA COUNTY, FLORIDA AND EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING THE EXERCISE OF POWERS AND COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES AS RECORDED IN O.R.B. 6111, PAGE 2804, DO AFFECT THE PLAT PROPERTY.

WATER AND WASTEWATER SERVICE, ANNEXATION, AND DEVELOPMENT AGREEMENT PER O.R.B. 6020, PAGE 2060, DOES AFFECT THE PLAT PROPERTY.

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS PER O.R.B. 6162, PAGE 1933, DOES AFFECT THE PLAT PROPERTY.

DECLARATION OF CONSENT TO JURISDICTION OF EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF 2022 SPECIAL ASSESSMENTS AS RECORDED IN O.R.B. 6162, PAGE 1952, DOES AFFECT THE PLAT PROPERTY.

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS (ASSESSMENT AREA TWO) RECORDED MARCH 2, 2022, IN OFFICIAL RECORDS BOOK 6162, PAGE 1961 AND AMENDED AND RESTATED EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS (ASSESSMENT AREA TWO) RECORDED SEPTEMBER 9, 2024, IN OFFICIAL RECORDS BOOK 6661, PAGE 2299, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, DOES AFFECT THE PLAT PROPERTY.

AGREEMENT REGARDING THE TRUE-UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT REVENUE BONDS (ASSESSMENT AREA TWO-2022 BONDS) RECORDED MARCH 2, 2022, IN OFFICIAL RECORDS BOOK 6162, PAGE 1971; TOGETHER WITH FIRST AMENDMENT RECORDED OCTOBER 2, 2023, IN OFFICIAL RECORDS BOOK 6483, PAGE 454 AND PARTIAL ASSIGNMENT AND ASSUMPTION OF TRUE-UP OBLIGATIONS RECORDED JUNE 11, 2024, IN OFFICIAL RECORDS BOOK 6614, PAGE 956, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, DOES AFFECT THE PLAT PROPERTY.

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT RECORDED SEPTEMBER 16, 2022, IN OFFICIAL RECORDS BOOK 6287, PAGE 2173 AND AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCE RECORDED JUNE 21, 2024, IN OFFICIAL RECORDS BOOK 6621, PAGE 1227, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA DOES AFFECT THE PLAT PROPERTY.

PAYMENT BOND AS RECORDED IN O.R.B. 6301, PAGE 1959, DOES AFFECT THE PLAT PROPERTY.

ORDINANCE NO. 2022-13, AS RECORDED IN O.R.B. 6328, PAGE 2145, DOES AFFECT THE PLAT PROPERTY.

ORDINANCE NO. 2022-15, AS RECORDED IN O.R.B. 6328, PAGE 2157, DOES AFFECT THE PLAT PROPERTY.

ORDINANCE NO. 2022-14, AS RECORDED IN O.R.B. 6328, PAGE 2169, DOES AFFECT THE PLAT PROPERTY.

MEMORANDUM OR RESALE RESTRICTION, AS RECORDED IN O.R.B. 6614, PAGE 946, DOES AFFECT THE PLAT PROPERTY.

MEMORANDUM OF OPTION AGREEMENT AS RECORDED IN O.R.B. 6614, PAGE 952, DOES AFFECT THE PLAT PROPERTY.

TEMPORARY FILL EXCAVATION EASEMENT CONTRACT AS RECORDED IN O.R.B. 6614, PAGE 965, DOES AFFECT THE PLAT PROPERTY..

STORMWATER DRAINAGE AND ACCESS EASEMENT AGREEMENT AS RECORDED IN O.R.B. 6614, PAGE 979, DOES AFFECT THE PLAT PROPERTY.

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT AS RECORDED IN O.R.B. 6174, PAGE 941, DOES AFFECT THE PLAT PROPERTY.

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 Statues

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

By: Essential Housing Asset Management, LLC an Arizona limited liablity company, its Authorized Agent

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

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL BOUNDARY AND TRACT POND A DETAIL
SHEETS 3–9	LOT AND TRACT DETAILS

LEGEND

P.B.	PLAT BOOK	CB	CHORD BEARING	U.E.	UTILITY EASEMENT	O.R.B.	OFFICIAL RECORDS BOOK
D.B.	DEED BOOK	CD	CHORD	±	MORE OR LESS	D.U.E.	DRAINAGE AND UTILITY EASEMENT
BK.	BOOK	N.R.	NON RADIAL	L.B.	LICENSED BUSINESS	D.A.E.	DRAINAGE AND ACCESS EASEMENT
PG.	PAGE	°	DEGREES	L.S.	LICENSED SURVEYOR		
SEC.	SECTION	'	MINUTES	CONC.	CONCRETE		
TWP.	TOWNSHIP	"	SECONDS	P.I.	POINT OF INTERSECTION		
RNG.	RANGE	FND.	FOUND	P.T.	POINT OF TANGENCY	ID	IDENTIFICATION
COR.	CORNER	℄	CENTERLINE	P.C.	POINT OF CURVE	R/W	RIGHT OF WAY
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	NT	NON–TANGENT	P.C.C.	POINT OF COMPOUND CURVATURE	MON.	MONUMENT
P.C.P.	PERMANENT CONTROL POINT			P.R.C.	POINT OF REVERSE CURVATURE	D.A.E.	DRAINAGE AND ACCESS EASEMENT
PRM	PERMANENT REFERENCE MONUMENT					CCR	CERTIFIED CORNER RECORD

○ DENOTES 1/2" IRON ROD W/CAP "PRM L.B. 966"
● DENOTES 1/2" IRON ROD W/CAP "L.B. 966"
⊙ DENOTES NAIL AND DISK "L.B. 966 P.C.P."

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 .....06/20/2023..... 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 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

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.

JSI JOB #22–034

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

N

W E

S

200 0 100 200 400

GRAPHIC SCALE
IN FEET
1 INCH = 200 FEET

KEY MAP
NOT TO SCALE

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

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

PLAT BOOK PAGE

N
W E
S

40 0 20 40 80
GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET

SEE SHEET 5

SEE SHEET 5

SEE SHEET 4

SEE SHEET 4

FLAXLEAF STREET

MATCH LINE

MATCH LINE

MATCH LINE

MATCH LINE

LOYALTY DRIVE

TRACT ALLEY–2
PRIVATE ALLEY

TRACT 10
OPEN SPACE TRACT

TRACT 11
OPEN SPACE TRACT

VIBERNUM AVENUE

TRACT RW–1
ADDITIONAL RIGHT OF WAY TRACT

TRACT RW–1
ADDITIONAL RIGHT OF WAY TRACT

CLAY WHALEY ROAD

EXISTING 40.00' PLATTED R/W

EXISTING 40.00' PLATTED R/W

SOUTH LINE OF SECTION 17–26–30

KEY MAP
NOT TO SCALE

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°29'56"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°38'23"	5.30	S89°10'53"E	5.30

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

6
THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH RANGE 30 EAST PLAT BOOK B, PAGE 7

5
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 BEGINNING

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

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

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

PLAT BOOK ____ PAGE ____

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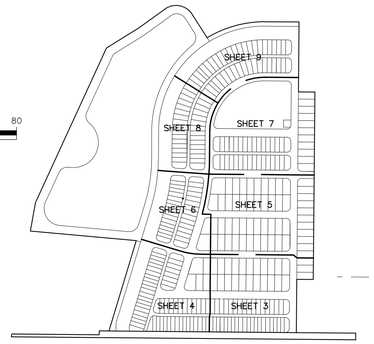
GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET



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	CHD. BEARING	CHORD LENGTH
C1	100.00	16°20'34"	28.52	S08°40'15"W	28.43
C8	100.00	16°20'36"	28.52	S81°19'46"E	28.43
C9	100.00	16°20'36"	28.52	S81°19'46"E	28.43
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
C17	50.00	16°45'06"	14.62	S08°27'59"W	14.57
C41	25.00	88°09'06"	38.46	S60°55'06"W	34.78
C42	110.50	14°29'43"	27.96	S82°15'13"E	27.88
C43	89.50	12°27'30"	19.46	S83°16'19"E	19.42
C44	25.00	93°53'10"	40.97	S30°06'01"E	36.55
C45	25.00	73°39'24"	32.14	S53°40'14"W	29.97
C46	45.07	74°33'41"	58.65	S53°34'43"E	54.60
C47	25.00	73°39'24"	32.14	N53°40'14"E	29.97
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	N28°57'17"W	35.84
C51	25.00	106°20'36"	46.40	S36°19'46"E	40.02
C52	25.00	77°12'20"	33.69	S55°26'43"W	31.20
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

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C55	25.00	88°03'06"	38.42	N60°52'05"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
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
C61	52.00	16°20'34"	14.83	S08°40'15"W	14.78
C62	147.50	16°20'34"	42.07	S08°40'15"W	41.93
C91	475.00	1°56'54"	16.15	S74°07'55"E	16.15
C97	25.00	55°45'19"	24.33	S44°43'12"W	23.38
C98	25.00	32°23'47"	14.14	S88°47'45"W	13.95
C99	110.50	5°51'19"	11.29	S77°56'01"E	11.29
C100	110.50	8°38'24"	16.66	S85°10'52"E	16.65
C105	25.00	67°20'57"	29.39	N56°49'27"E	27.72
C106	25.00	6°18'26"	2.75	N19°59'46"E	2.75
C107	52.00	15°51'23"	14.39	S08°25'40"W	14.34
C108	52.00	0°29'11"	0.44	S16°35'57"W	0.44
C263	475.00	0°38'23"	5.30	S89°10'53"E	5.30

JOHNSTON'S SURVEYING, LLC
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SEE SHEET 6

SEE SHEET 3

S84°52'06"E 743.24'

106

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

122

TRACT 12 OPEN SPACE TRACT

ELLIOTTS ASTOR BOULEVARD

FLAXLEAF STREET

MATCH LINE

BENTGRASS BEND

TRACT ALLEY-1A
PRIVATE ALLEY

TRACT 7 OPEN SPACE TRACT

TRACT 8 OPEN SPACE TRACT

TRACT 9 OPEN SPACE TRACT

TRACT 13 OPEN SPACE TRACT

TRACT ALLEY-2
PRIVATE ALLEY

LOYALTY DRIVE

TRACT RW-1
ADDITIONAL RIGHT OF WAY TRACT

CLAY WHALEY ROAD

EXISTING 40.00' PLATTED R/W

SOUTH LINE OF SEC. 17-26-30

S10°10'23"W 20.29'

N89°30'02"W 610.22'

405.26'

N89°30'02"W 2405.26'

1000.00'

S00°29'58"W 27.00'

N89°30'02"W 67.63'

N89°30'02"W 1309.68'

EDGEWATER CROSS PRAIRIE - PHASE 1

A REPLAT OF LOTS 74, 86, 87, 89, 90, 91, 102, 103, 104, 107. AND 118, AND
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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

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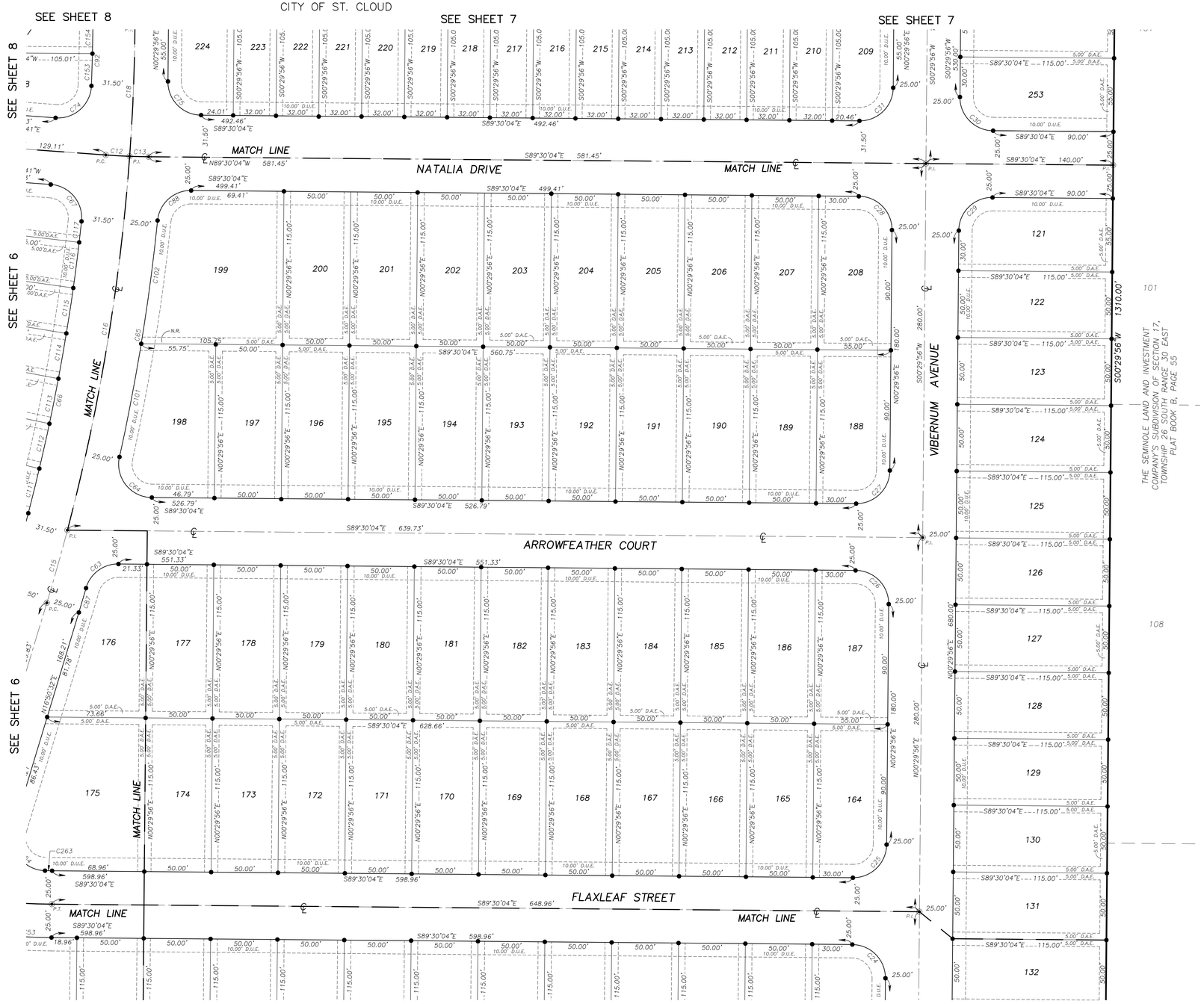
GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET

KEY MAP
NOT TO SCALE

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
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"	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	S45°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
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
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	281.99
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°17'05"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
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



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EDGEWATER CROSS PRAIRIE - PHASE 1

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TOWNSHIP 26 SOUTH, RANGE 30 EAST PER PLAT BOOK B, PAGE 55
OSCEOLA COUNTY, FLORIDA
CITY OF ST. CLOUD

PLAT BOOK ____ PAGE ____

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GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET

KEY MAP
NOT TO SCALE

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"	98.31	N02°19'46"E	98.29
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	N28°57'17"W	35.84
C52	25.00	77°12'20"	33.69	S55°26'43"W	31.20
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
C55	25.00	88°03'06"	38.42	N60°52'05"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°37'51"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	29.99
C142	1276.00	1°20'47"	29.98	N11°00'22"E	29.98

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
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°55'57"	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	281.99
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°20'36"	336.73	N08°40'14"E	335.59

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

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EDGEWATER CROSS PRAIRIE - PHASE 1

SHEET 7 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

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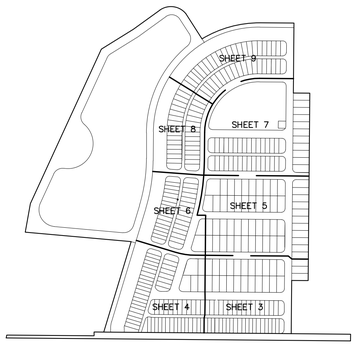
GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET



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	CHORD LENGTH
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	90°00'00"	599.26	S45°29'56"W	539.52
C18	1538.50	3°39'40"	98.31	N02°19'46"E	98.29
C28	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C29	25.00	90°00'00"	39.27	S45°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
C32	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C33	25.00	90°00'00"	39.27	N45°29'56"E	35.36
C34	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C35	25.00	90°00'00"	39.27	N45°29'56"E	35.36
C36	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C37	25.00	90°00'00"	39.27	N45°29'56"E	35.36
C67	25.00	91°56'00"	40.11	N39°51'41"W	35.95
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
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	90°00'00"	648.74	S45°29'56"W	584.07

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
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
C96	25.00	90°00'00"	39.27	S45°29'56"W	35.36
C103	25.00	62°56'21"	27.46	N59°01'45"E	26.10
C104	25.00	27°03'39"	11.81	N14°01'45"E	11.70
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
C165	413.00	3°09'50"	22.81	S42°17'13"W	22.80

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C166	413.00	4°26'26"	32.01	S46°05'21"W	32.00
C167	413.00	4°26'26"	32.01	S50°31'47"W	32.00
C168	413.00	4°26'26"	32.01	S54°58'13"W	32.00
C169	413.00	4°26'26"	32.01	S59°24'38"W	32.00
C170	413.00	4°26'26"	32.01	S63°51'04"W	32.00
C171	413.00	4°26'26"	32.01	S68°17'30"W	32.00
C172	413.00	4°26'26"	32.01	S72°43'56"W	32.00
C173	413.00	4°26'26"	32.01	S77°10'21"W	32.00
C174	413.00	4°26'26"	32.01	S81°36'47"W	32.00
C175	413.00	4°26'26"	32.01	S86°03'13"W	32.00
C176	413.00	2°13'30"	16.04	S89°23'11"W	16.04

JOHNSTON'S SURVEYING, LLC
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(407) 847-2179 • Fax (407) 847-6140 LB 966

SEE SHEET 9

SEE SHEET 9

SEE SHEET 8

SEE SHEET 5

SEE SHEET 5

BENTGRASS BEND

MARLBERRY COURT

VIBERNUM AVENUE

NATALIA DRIVE

TRACT 4
RECREATION SPACE

TRACT LIFT STATION
N.R. C104

TRACT ALLEY-3 PRIVATE ALLEY

MATCH LINE

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

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

PLAT BOOK PAGE

N
W E
S

40 0 20 40 80
GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET

KEY MAP
NOT TO SCALE

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

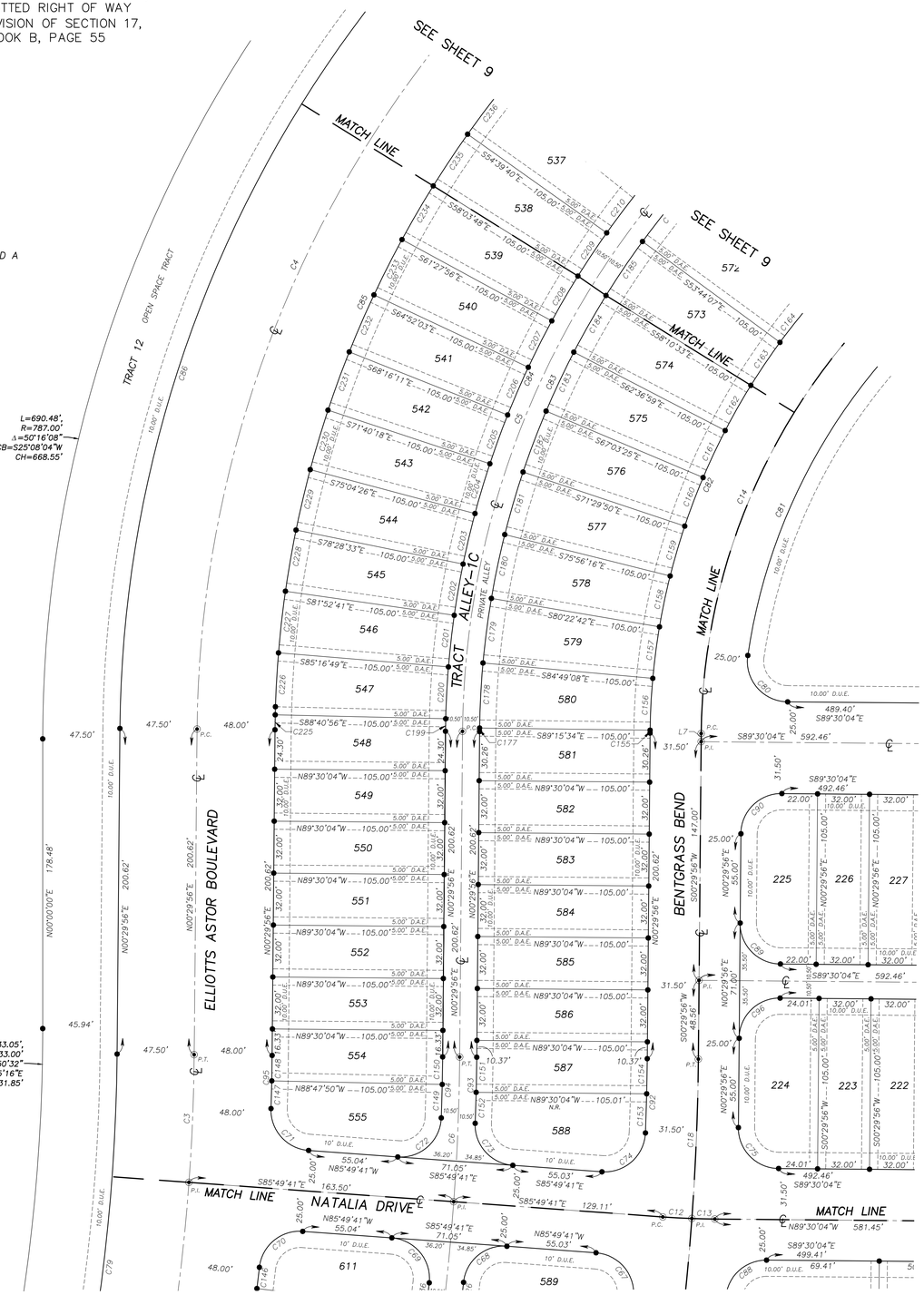
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C3	1228.00	3°40'23"	78.72	N02°20'07"E	78.71
C4	692.00	90°00'00"	1086.99	S45°29'56"W	978.64
C5	528.50	90°00'00"	830.17	S45°29'56"W	747.41
C6	1391.50	3°40'23"	89.20	N02°20'07"E	89.19
C12	500.00	2°03'02"	17.89	S86°51'12"E	17.89
C13	500.00	1°37'21"	14.16	S88°41'23"E	14.16
C14	381.50	90°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	35.95
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
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	90°00'00"	648.74	S45°29'56"W	584.07

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C83	518.00	90°00'00"	813.67	S45°29'56"W	732.56
C84	539.00	90°00'00"	846.66	S45°29'56"W	762.26
C85	644.00	90°00'00"	1011.59	S45°29'56"W	910.75
C86	739.50	90°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°35'27"	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	S25°09'48"W	40.14
C184	518.00	4°26'26"	40.15	S29°36'14"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
C186	518.00	4°26'26"	40.15	S38°29'06"W	40.14
C199	539.00	0°49'08"	7.70	S00°54'30"W	7.70
C200	539.00	3°24'08"	32.00	S03°01'08"W	32.00
C201	539.00	3°24'08"	32.00	S06°25'15"W	32.00
C202	539.00	3°24'08"	32.00	S09°49'23"W	32.00
C203	539.00	3°24'08"	32.00	S13°13'30"W	32.00
C204	539.00	3°24'08"	32.00	S16°37'38"W	32.00
C205	539.00	3°24'08"	32.00	S20°01'46"W	32.00
C206	539.00	3°24'08"	32.00	S23°25'53"W	32.00
C207	539.00	3°24'08"	32.00	S26°50'01"W	32.00
C208	539.00	3°24'08"	32.00	S30°14'08"W	32.00
C209	539.00	3°24'08"	32.00	S33°38'16"W	32.00
C210	539.00	3°24'08"	32.00	S37°02'23"W	32.00
C225	644.00	0°49'08"	9.20	S00°54'30"W	9.20
C226	644.00	3°24'08"	38.24	S03°01'08"W	38.23
C227	644.00	3°24'08"	38.24	S06°25'15"W	38.23
C228	644.00	3°24'08"	38.24	S09°49'23"W	38.23
C229	644.00	3°24'08"	38.24	S13°13'30"W	38.23
C230	644.00	3°24'08"	38.24	S16°37'38"W	38.23
C231	644.00	3°24'08"	38.24	S20°01'46"W	38.23

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C232	644.00	3°24'08"	38.24	S23°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



JOHNSTON'S SURVEYING, LLC
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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

PLAT BOOK ____ PAGE ____

N
W E
S

40 0 20 40 80
GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET

KEY MAP
NOT TO SCALE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	S89°30'04"E	25.00'
L4	N89°30'04"W	25.00'
L5	S89°30'04"E	25.00'

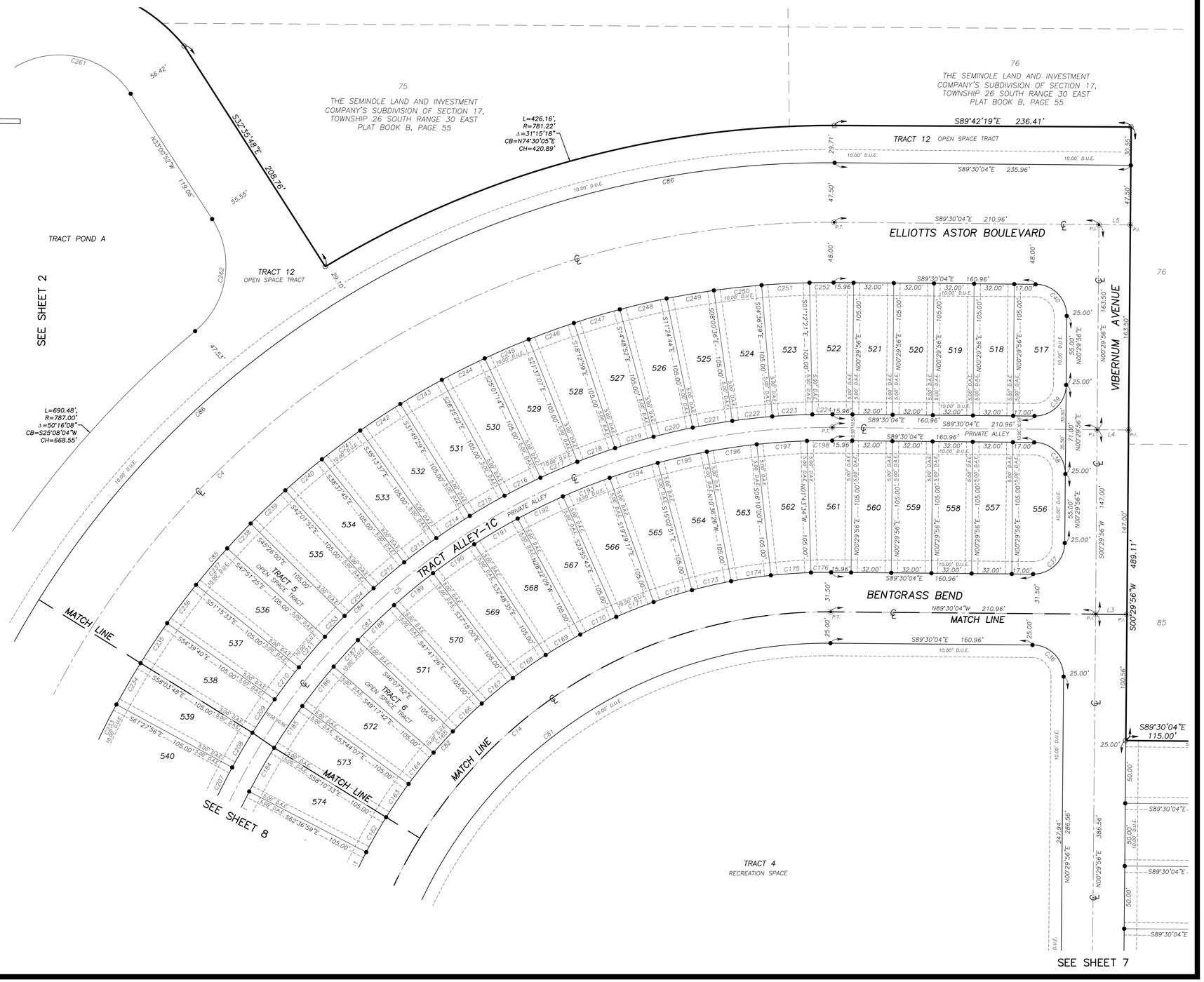
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C4	692.00	90°00'00"	1086.99	S45°29'56"W	978.64
C5	528.50	90°00'00"	830.17	S45°29'56"W	747.41
C14	381.50	90°00'00"	599.26	S45°29'56"W	539.52
C36	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C37	25.00	90°00'00"	39.27	N45°29'56"E	35.36
C38	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C39	25.00	90°00'00"	39.27	N45°29'56"E	35.36
C40	25.00	90°00'00"	39.27	N44°30'04"W	35.36
C81	356.50	82°12'33"	511.51	S49°23'40"W	468.75
C82	413.00	90°00'00"	648.74	S45°29'56"W	584.07
C83	518.00	90°00'00"	813.67	S45°29'56"W	732.56
C84	539.00	90°00'00"	846.66	S45°29'56"W	762.26
C85	644.00	90°00'00"	1011.59	S45°29'56"W	910.75
C86	739.50	90°00'00"	1161.60	S45°29'56"W	1045.81
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
C165	413.00	3°09'50"	22.81	S42°17'13"W	22.80
C166	413.00	4°26'26"	32.01	S46°05'21"W	32.00

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C221	539.00	3°24'08"	32.00	S80°17'20"W	32.00
C222	539.00	3°24'08"	32.00	S83°41'27"W	32.00
C223	539.00	3°24'08"	32.00	S87°05'35"W	32.00
C224	539.00	1°42'17"	16.04	S89°38'47"W	16.04
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
C237	644.00	3°24'08"	38.24	S40°26'31"W	38.23
C238	644.00	2°25'25"	27.24	S43°21'18"W	27.24
C239	644.00	3°24'08"	38.24	S46°16'04"W	38.23
C240	644.00	3°24'08"	38.24	S49°40'12"W	38.23
C241	644.00	3°24'08"	38.24	S53°04'19"W	38.23
C242	644.00	3°24'08"	38.24	S56°28'27"W	38.23
C243	644.00	3°24'08"	38.24	S59°52'34"W	38.23
C244	644.00	3°24'08"	38.24	S63°16'42"W	38.23
C245	644.00	3°24'08"	38.24	S66°40'50"W	38.23
C246	644.00	3°24'08"	38.24	S70°04'57"W	38.23
C247	644.00	3°24'08"	38.24	S73°29'05"W	38.23
C248	644.00	3°24'08"	38.24	S76°53'12"W	38.23

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C167	413.00	4°26'26"	32.01	S50°31'47"W	32.00
C168	413.00	4°26'26"	32.01	S54°58'13"W	32.00
C169	413.00	4°26'26"	32.01	S59°24'38"W	32.00
C170	413.00	4°26'26"	32.01	S63°51'04"W	32.00
C171	413.00	4°26'26"	32.01	S68°17'30"W	32.00
C172	413.00	4°26'26"	32.01	S72°43'56"W	32.00
C173	413.00	4°26'26"	32.01	S77°10'21"W	32.00
C174	413.00	4°26'26"	32.01	S81°36'47"W	32.00
C175	413.00	4°26'26"	32.01	S86°03'13"W	32.00
C176	413.00	2°13'30"	16.04	S89°23'11"W	16.04
C183	518.00	4°26'26"	40.15	S25°09'48"W	40.14
C184	518.00	4°26'26"	40.15	S29°36'14"W	40.14
C185	518.00	4°26'26"	40.15	S34°02'40"W	40.14
C186	518.00	4°26'26"	40.15	S38°29'06"W	40.14
C187	518.00	3°09'50"	28.60	S42°17'13"W	28.60
C188	518.00	4°26'26"	40.15	S46°05'21"W	40.14
C189	518.00	4°26'26"	40.15	S50°31'47"W	40.14
C190	518.00	4°26'26"	40.15	S54°58'13"W	40.14
C191	518.00	4°26'26"	40.15	S59°24'38"W	40.14
C192	518.00	4°26'26"	40.15	S63°51'04"W	40.14

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C193	518.00	4°26'26"	40.15	S68°17'30"W	40.14
C194	518.00	4°26'26"	40.15	S72°43'56"W	40.14
C195	518.00	4°26'26"	40.15	S77°10'21"W	40.14
C196	518.00	4°26'26"	40.15	S81°36'47"W	40.14
C197	518.00	4°26'26"	40.15	S86°03'13"W	40.14
C198	518.00	2°13'30"	20.12	S89°23'11"W	20.12
C207	539.00	3°24'08"	32.00	S26°50'01"W	32.00
C208	539.00	3°24'08"	32.00	S30°14'08"W	32.00
C209	539.00	3°24'08"	32.00	S33°38'16"W	32.00
C210	539.00	3°24'08"	32.00	S37°02'23"W	32.00
C211	539.00	3°24'08"	32.00	S40°26'31"W	32.00
C212	539.00	3°24'08"	32.00	S49°40'12"W	32.00
C213	539.00	3°24'08"	32.00	S53°04'19"W	32.00
C214	539.00	3°24'08"	32.00	S56°28'27"W	32.00
C215	539.00	3°24'08"	32.00	S59°52'34"W	32.00
C216	539.00	3°24'08"	32.00	S63°16'42"W	32.00
C217	539.00	3°24'08"	32.00	S66°40'50"W	32.00
C218	539.00	3°24'08"	32.00	S70°04'57"W	32.00
C219	539.00	3°24'08"	32.00	S73°29'05"W	32.00
C220	539.00	3°24'08"	32.00	S76°53'12"W	32.00

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C249	644.00	3°24'08"	38.24	S80°17'20"W	38.23
C250	644.00	3°24'08"	38.24	S83°41'27"W	38.23
C251	644.00	3°24'08"	38.24	S87°05'35"W	38.23
C252	644.00	1°42'17"	19.16	S89°38'47"W	19.16
C253	539.00	2°25'25"	22.80	S43°21'18"W	22.80
C254	539.00	3°24'08"	32.00	S46°16'04"W	32.00
C261	68.00	92°48'45"	110.15	N79°25'14"W	98.50
C262	68.00	83°17'00"	98.84	N08°37'38"E	90.37



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

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

11

This Instrument Prepared by and Return to:

Dickinson Wright, LLLP
Attn: Allison Jones, Esq.
350 E. Las Olas Blvd., #1750
Ft. Lauderdale, FL 33301

EDGEWATER EAST
TRI PARTY DEVELOPMENT AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (defined below) by and among **Edgewater East Community Development District**, a Florida Community Development District, created pursuant to Chapter 190, Florida Statutes, (the "EECDD"), the **CITY OF ST. CLOUD, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1300 9th Street, St. Cloud, FL 34769 (the "**City**"), and **OSCEOLA COUNTY**, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 3100, Kissimmee, Florida 34741 (the "**County").** The City and County may be collectively referred to as the Jurisdictions or Jurisdiction. City, and County may be collectively referred to as the Parties.

W I T N E S S E T H

WHEREAS, the EECDD's boundaries contain that certain real property situated in the City of St. Cloud, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property" or "Edgewater East"); and

WHEREAS, the Jurisdictions, and the EECDD desire that the Property be entitled to establish a community providing a major regional economic center to attract high-value, high-wage jobs to the Jurisdictions to increase the fiscal sustainability of the Jurisdictions' tax bases; and

WHEREAS, County has approved CPA09-0010, CP21-00004, PS21-00003, PS21-00007, PS21-00018, PS21-00020, PS21-00021; and the City has approved PSP23-00002, DVA24-00005 and that certain Water and Wastewater Service, Annexation and Development Agreement between Owner and City dated July 30, 2021 and recorded at Official Records Book 6020, Page 2060, Official Records of Osceola County, Florida (the "Approvals"); and

WHEREAS, the EECDD, and its successors and assigns, intend to develop Edgewater East pursuant to the Approvals; and

WHEREAS, the Jurisdictions have each adopted regulations establishing a mobility fee assessment to offset the Jurisdictions' cost of providing new identified framework roads, as amended from time to time (the "Mobility Fee Ordinance"); and

WHEREAS, the regulations contain provisions allowing for the award of credit against Jurisdictions' requirement for developer funded construction and conveyance of transportation facilities which mitigate impact from development; and

WHEREAS, the EECDD is willing to convey to the Jurisdictions portions of the right of way which are needed to construct the certain framework roads located within the Property and the EECDD is willing to construct those certain framework roads in return for mobility fee credits or cash to be determined solely by the Jurisdiction as further set forth herein (the "ROW; also the "Framework Roads"); and

WHEREAS, in order to facilitate the development of a portion of the transportation network to serve the Property as described in the Approvals it is necessary to identify when certain framework roads should be constructed by the EECDD to accommodate the Jurisdictions' regional transportation network; and

WHEREAS, the Jurisdictions have determined that the identified framework roads and the ROW will provide an integral part of the Jurisdictions' planned transportation network; and

WHEREAS, the Jurisdictions acknowledge that the identified framework roads will provide additional capacity beyond what the Property requires; and

WHEREAS, the Jurisdictions have determined that a portion of the costs associated with the construction of the identified framework roads and the value of the right-of way and stormwater management areas conveyances are eligible for mobility fee credits in accordance with each of the Mobility Fee Ordinance or cash and as further set forth in this Agreement; and

WHEREAS, the Jurisdictions have further determined that: 1) the identified framework roads are consistent with the Approvals; 2) the construction of the identified framework roads will provide an integral part of the Jurisdictions' planned transportation network and will significantly benefit the residents of Jursidictions; and 3) reimbursement by the Jursidictions and other obligations pursuant to this Agreement serve a proper public benefit and will further the goals, objectives and policies of the Jurisdictions' Comprehensive Plan; and

WHEREAS, in furtherance of the development of the Property, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions to provide mobility fee credits or reimburse the EECDD for providing right of way and transportation improvements required to serve the Property.

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

1. **Recitals**. The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.

2. **Transportation Improvements.** The Parties agree that identified framework roads are critical for the successful development of the Property and the overall Jurisdictions'

transportation network beyond Edgewater East. The EECDD shall be responsible to construct and/or convey these identified onsite framework roads (the "Edgewater East Framework Roads") as set forth in **Exhibits "B", "D" and "E"** attached hereto and incorporated herein, subject to other terms of this Agreement. Utilities will be coordinated with the construction of the Edgewater East Framework Roads.

The EECDD shall be responsible for the design, permitting, mitigation, CEI and construction of the Edgewater East Framework Roads including, but not limited to, all associated stormwater management areas, sidewalks, lighting, landscaping, inspections and certification costs, traffic signals (the "Construction Costs"), as public facilities, recognizing that such stormwater management areas may be joint use areas as reasonably determined by the EECDD, subject to the Jurisdiction review process. The EECDD shall obtain all necessary regulatory approvals and permits required to construct the Edgewater East Framework Roads and shall comply with all applicable local, state and federal regulations and requirements, which may include the Osceola County Land Development Code or the City of St. Cloud Land Development Code and the Approvals (the "Applicable Law"). The appropriate Jurisdiction agrees to cooperate with and timely provide any agent authorizations or other permitting forms which may be applicable. In the event the approved development program increases or decreases via a major Approval amendment, approved by either Jurisdiction, the necessary Edgewater East Framework Roads may be adjusted, if applicable by amendment to this Agreement. Further, the timing of the construction of Edgewater East Framework Roads is not required to be earlier than shown on the **Exhibit "C"**. The EECDD may advance any segment ahead of the timing identified in **Exhibit "C"** at its own discretion in which case the EECDD would be able to seek the applicable mobility fee credits or cash reimbursement as set forth herein. In the event that certain aspects of the regional transportation network, out of the control of the EECDD, are delayed, the EECDD shall have additional time to complete the Edgewater East Framework Roads and the Jurisdictions agree to amend this Agreement to recognize this delay. Additionally, the EECDD's timing for completion of the Edgewater East Framework Roads included on Exhibit C may be adjusted to accommodate changing market conditions, materials availability, labor conditions and other external factors, and such adjustment shall be approved so long as development remains compliant with the Land Development Code. The costs of the traffic signals will be allocated on a proportionate share basis based on an approved Traffic Impact Analysis.

In the event there are any enhanced roadway design elements for any Edgewater East Framework Roads, these enhanced roadway design elements shall not be eligible for mobility fee credits or cash reimbursement. The Parties acknowledge that the EECDD may desire enhanced streetlights, signage, landscape, hardscape and other improvements, on Edgewater East Framework Roads which shall not be unreasonably denied by the Jurisdictions. Any enhancements to the standard streetlight above the standard streetlighting facilities, as may be desired by the EECDD that are not required by the Jurisdictions, shall not be the responsibility of the Jurisdictions.

The Edgewater East Framework Roads shall be dedicated to and accepted by the appropriate Jurisdiction, any CDD or any Stewardship District as public facilities. The Edgewater East Framework Roads shall be maintained to at least the Jurisdictions' minimum standards. In the event the party responsible to maintain the Edgewater East Framework Roads fails to do so,

the appropriate Jurisdiction has the right but not the obligation to maintain the Edgewater East Framework Roads.

3. **Framework Roads**. The EECDD shall be responsible to design, permit and construct the Edgewater East Framework Roads. The timing of the Edgewater East Framework Roads shall be subject to the timing as shown in **Exhibit "C"**, subject to allowable delays as provided in Section 2, Transportation Improvements and Section 34, Force MajeureThe EECDD shall convey the right of way and the Edgewater East Framework Roads to the Jurisdictions, in exchange for mobility fee credits or cash reimbursement, as and when and otherwise in the manner required hereunder. The EECDD shall obtain all necessary regulatory permits and approvals required to construct the Edgewater East Framework Roads and shall comply with all applicable local, state and federal regulations and requirements, and the Jurisdictions Land Development Code unless otherwise set forth in the Approvals. The Jurisdictions agree to cooperate with and timely provide any agent authorizations or other permitting forms which may be applicable. The permits and approvals for the Edgewater East Framework Roads shall be coordinated in the normal course of development of project roads.

4. **Conveyance of Right of Way.** The EECDD's conveyance of the ROW for Edgewater East Framework Roads shall be by special warranty deed or platted dedication free and clear of all liens and encumbrances, except for easements, restrictions, and matters of record, if any, reasonably acceptable to the Jurisdictions which do not render title to the ROW as unmarketable in accordance with standards customarily applied for ROW purposes or by plat for the Edgewater East Framework Roads. Upon conclusion of any conveyance of ROW, EECDD shall be assigned mobility fee credits or shall receive cash reimbursement as shown on **Exhibit "E"** of the ROW and Pond acreage that is over and above that required for the development of the Property, times the acreage value of $150,000.00 per acre, which shall be the minimum value per acre over the term of this Agreement (the "Minimum Acreage Value"). The Parties agree that the value of the ROW and Ponds shall adjust annually, subject to the Minimum Acreage Value, based on the percentage adjustment of values in Osceola County as determined annually by the Property Appraiser. At the time of the conveyance, the EECDD, or its successors or assigns, shall be responsible for the payment of any applicable ad valorem taxes, which are due on the dedicated property, on a prorated basis, through the date of the conveyance. This shall be paid as follows:

a. In the event fee title to property is conveyed between January 1 and November 1, the EECDD shall be required to place in escrow with the Osceola County Tax Collector an amount equal to the current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the property involved and all taxes due from prior years.

b. After November 1, the EECDD shall be required to pay directly to the Osceola County Tax Collector the entire tax obligation for the period of January 1 through the date of closing for the current year and any delinquent taxes due from prior years.

5. **Method of Reimbursement.**

A. Right of Way. The Jurisdictions agree that the EECDD shall be entitled to receive mobility fee credits or cash for any dedication of land and/or right of way in the amount per acre as set forth in Section 4 for Edgewater East Framework Roads by deed or plat. The determination of mobility fee credits or cash shall be determined by the Jurisdictions at the time of the conveyance of the right of way.

B. Mobility Fee Account. The City will establish a mobility fee account (the "Mobility Fee Account") for the benefit of the EECDD pursuant to this Agreement, as a means of accounting for all mobility fee credits. As long as the Mobility Fee Account has a positive credit balance, the Jurisdictions shall direct any applicant for a building permit (or any permit that triggers payment of mobility fees) on the Property to the EECDD so that the EECDD has the opportunity (at its sole election) to assign the required mobility fee credits to such applicant at EECDD's sole discretion.

Upon receipt of an assignment of mobility fee credits from the EECDD to the applicant, the City shall deduct the applicable credits from the EECDD's Mobility Fee Credit Account, and shall accept such credits as payment for such applicant's mobility fees.

C. Construction Costs. The EECDD shall receive mobility fee credits or cash from the City for construction costs by delivering to the City a certification of the actual Construction Costs prepared by the EECDD's engineer indicating the percentage of work completed through the date of certification. The certification shall be accompanied by invoices for the actual expenditures and any other documentation substantiating the actual expenditures that the City may reasonably require. The mobility fee credits provided for the EECDD's actual expenditures for the Construction Costs shall be provided by the City by crediting the Mobility Fee Account established pursuant to subpart A above. The mobility fee credits shall be available to the EECDD upon inspection, approval and acceptance of the certification by the City, which shall not be unreasonably withheld, conditioned or delayed. The amount of mobility fee credits provided shall be the delta percent difference between the local road requirements as set forth in **Exhibit "F**" attached hereto and incorporated herein and the framework road requirements as set forth in **Exhibit "B"** as further shown and referenced in Exhibits "**D-1, D-2, D-3 and E"** attached hereto and incorporated herein. At this time the estimated construction and right-of-way costs of the Edgewater East Framework Roads is $109,158.489 and the Jurisdiction's estimated total share of the estimated construction costs andright-of-way is $34,352,870, which does not exceed the total estimated Mobility Fees payable of $48,438,241 with respect to the development of Edgewater East. The EECDD shall use the Mobility Fee Request form as set forth in **Exhibit "K"** attached hereto and incorporated herein. The EECDD may file the Mobility Fee Request form, together with highlighted plan set sheets showing the areas completed and the corresponding actual invoices, every sixty (60) days. The Jurisdictions agree to review completed mobility fee credit requests within thirty (30) days. Credits shall be made within ten (10) days of the approval of the mobility fee request.

D. Inspections. The EECDD shall include CEI providers, costs in the estimated engineer's costs, which shall not exceed 15% of the construction costs of the Jurisdictions' obligation (pro-rata share). The EECDD will not pay additional inspection fees. The EECDD may seek assignment of credits in the same percentage as the corresponding road delta percentage. The EECDD shall hire inspectors that are pre-qualified by the Florida Department of Transportation.

The Jurisdictions agree to timely review any proposed CEI providers and shall not unreasonably withhold approval. The scope of services to be provided is outlined in attached Exhibit "**M**". The prime contractor for the CEI services shall be pre-qualified by the Florida Department of Transportation. The subcontractors are not required to be pre-qualified by the Florida Department of Transportation.

E. The Jurisdictions acknowledge and agree that the EECDD has completed roadway segments 3A, 16, 17 and a phase of 14 for which Jurisdiction fees, including inspection fees and CEI work/costs, have been paid and documentation evidencing the same is attached hereto as Exhibit "**N**" (the "**Completed Roadway Reimbursement**"). Within ten (10) days of this Agreement, the Jurisdictions agree to approve mobility fee credit requests for the Completed Roadway Reimbursement, and Credits shall be provided to EECDD for such work within ten (10) days of the approval of this agreement, which shall include associated CEI work and costs. All future roadway segments shall follow the inspection and reimbursement procedure outlined in this Section 5.

6. **Maintenance Agreements.** The EECDD, any community development district, any stewardship district, (subject to the district's separate consent), a property owners' association, a homeowners' association, and/or any governmental or quasi-governmental entity having jurisdiction over the Property (the "Permitted Assignee(s)"), as determined by the EECDD in its reasonable discretion, shall be required to enter into maintenance agreements with the Jurisdictions for the landscape, hardscape, street lights and irrigation maintenance associated with the Edgewater East Framework Roads and local roads.

7. **On-Site Easements and Off-Site Easements.** The appropriate Jurisdiction agrees to provide the EECDD with any necessary construction and maintenance easements on-site that may be identified after the construction plans and permits have been approved for any Edgewater East Framework Roads included within this Agreement, to provide for the temporary construction access or easements, at no expense to the EECDD.

8. **Stormwater Ponds Owned by either Jurisdiction.** The Jurisdictions agree that in the event there are any Stormwater Ponds owned by either Jurisdiction, within the Property, they may be expanded by the EECDD or its successors/assigns to allow for the development of the EECDD's property and joint use of such Stormwater Ponds. The EECDD shall be responsible for all costs as to the modification of any permits and the expansion of any Stormwater Ponds. The appropriate Jurisdiction shall be responsible for the operation and maintenance of any of the Stormwater Ponds until such time as the EECDD begins any work on that particular Stormwater Pond. At that time, the EECDD shall be responsible for the future operation and maintenance of that Stormwater Pond. The EECDD shall have the right, at the EECDD's sole cost and expense, to expand, reconfigure and reconstruct any Stormwater Pond to accommodate drainage for the Project (the "Pond Improvements"). The EECDD shall be responsible, at its expense, for the engineering, design, permitting, excavation, construction and installation of any and all Pond Improvements. The EECDD shall coordinate any such work with the Jurisdictions and, prior to any such construction, the EECDD shall provide the appropriate Jurisdiction with copies of detailed proposed construction plans ("Pond Improvement Plans") and any Permit or modification of Permit application related to the Pond Improvements issued by the South Florida Water

Management District (the "SFWMD Permit") for consent and approval through the appropriate approval process, which includes payment of application fees for review and inspection fees for construction. The appropriate Jurisdiction will review, comment, approve or approve with conditions within a timeframe consistent with the established review process. The EECDD shall also provide the appropriate Jurisdiction with any comments received from SFWMD. The appropriate Jurisdiction shall be provided with copies of final approved Pond Improvement Plans and SFWMD Permit(s). Promptly after approval of the Pond Improvement Plan and receipt of all required Permits, The EECDD shall diligently pursue construction of the Pond Improvements to completion. The EECDD will provide a performance bond or other reasonable security prior to pre-construction in an amount equal to 125% of the estimated costs of the pond improvements. In the event a Jurisdiction has compensated the EECDD for the property underlying a Stormwater Pond, the EECDD shall reimburse the Jurisdiction for the percentage of the Stormwater Pond acreage that the EECDD is using based on the value the EECDD was compensated for the property where the Stormwater Pond is located. The value of the property may be adjusted up based on the increases in property determined by the Osceola County Property Appraiser. Any existing excess capacity within a stormwater pond owned by either Jurisdiction shall be maintained for use by such Jurisdiction unless otherwise agreed to by separate agreement with the applicable Jurisdiction.

In connection with the approval of the Pond Improvement Plans, the Jurisdiction shall grant to the EECDD (i) a Temporary Construction Easement in the form provided in **Exhibit "H"** over the Stormwater Pond for ingress, egress and construction to complete the Pond Improvements (the "Temporary Construction Easement"). Upon completion of construction and issuance of a certificate of completion, the Jurisdiction shall provide a Deed for the pond to the EECDD in the form provided in **Exhibit "I"** and the EECDD shall provide the Jurisdiction with a stormwater Drainage Easement in the form provided in **Exhibit "J"** that covers the deeded property and any other stormwater management areas constructed by the EECDD that is hydraulically connected to the Stormwater Pond. The Stormwater Pond property granted to the EECDD hereunder shall be conveyed "as-is" and "where-is" without warranty of any kind as to title, condition or quality and subject to all matters of record in the Public Records of Osceola County, Florida. The terms and conditions of the Stormwater Drainage Easement shall run, with the title to the EECDD's Property and shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors in title and assigns. Upon completion of the Pond Improvements by the EECDD, the EECDD shall, at its sole cost and expense, assume responsibility for the mowing, landscaping, aquatic weed control and Pond Improvements installed for the Pond (the "EECDD Maintenance Responsibilities"), keeping the same in good order and repair. The EECDD shall turnover the EECDD Maintenance and Repair Responsibilities to any homeowner's/property owner's association, community development district or stewardship district (subject the stewardship district's separate consent). In the event any maintenance or repair is required hereunder is not performed by the EECDD, any association, community development district or stewardship district, the Jurisdictions may deliver a notice thereof, setting forth the maintenance or repair deficiencies, whereupon the EECDD, or any association, community development district or stewardship district (if the same have assumed such responsibilities), shall have a period of thirty (30) days to remedy the deficiencies. In the event the deficiencies are not remedied in a commercially reasonable fashion within such thirty (30) day period, the Jurisdiction shall have the right upon not less than forty-eight (48) hours advance written notice and may enter upon the Easement Areas and undertake all reasonably

necessary maintenance and repair itself and recover from the EECDD or any association, community development district or stewardship district, (if the same have assumed such responsibilities), the reasonable actual fees, costs and expenses incurred in connection therewith within forty-five (45) days after receipt by the EECDD or the allowable maintaining Party of a detailed written invoice and receipts evidencing such costs incurred. In the event of a declared emergency situation, the Jurisdictions may immediately repair or maintain and these actions shall not be deemed as taking over permanent responsibility from the EECDD.

The Parties acknowledge and agree that any rights granted-hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals. The EECDD, any association, community development district or stewardship district shall not cause and shall use commercially reasonable efforts to not permit any hazardous or toxic substance or other contaminant regulated under any local, state, or federal laws to be discharged or released into or upon the Stormwater Pond. To the extent allowed by law, the EECDD, any association, community development district or stewardship district, shall, indemnify, defend and hold the Jurisdictions harmless from and against any loss, cost, claim or liability (including, without limitation, costs of necessary testing, cleanup or repair and reasonable attorney's fees and costs)(the "Losses") arising directly or indirectly out of any discharge or release into the Stormwater Pond hazardous or toxic substance or other contaminant directly caused by the EECDD, any association, community development district or stewardship district.

It is anticipated that some of the Stormwater Ponds within Edgewater East will be originally constructed as joint use ponds. In that event, the EECDD will maintain said Stormwater Ponds. Easements will be granted to the appropriate Jurisdiction for the ability but not the obligation to maintain the ponds in the event of a failure to do so by the EECDD or subsequent owners or assignees.

9. **Representations and Warranties of the EECDD.** The EECDD, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by the Jurisdictions. All of such representations and warranties are made to the best of the EECDD's knowledge and belief.

A. The EECDD has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the EECDD hereunder.

B. Based upon the EECDD's knowledge and belief, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by the EECDD of any provision of any agreement or other instrument to which the EECDD is a Party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the EECDD.

C. The EECDD further represents and warrants that no one was paid a fee, commission, gift or other consideration by the EECDD as an inducement to entering into this Agreement.

Each and every one of the foregoing representations and warranties shall be true and correct as of the Effective Date of the Agreement.

10. **Representations and Warranties of the Jurisdictions** The Jurisdictions, in addition to any other

representations and warranties set forth herein, do hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by the EECDD. All of such representations and warranties are made to the best of the Jurisdictions' knowledge and belief.

A. The Jurisdictions have the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the Jurisdictions hereunder.

B. This Agreement has been validly approved by the Jurisdictions and has been duly executed and delivered by the Jurisdictions and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

C. The Jurisdictions acknowledge and agree that the obligations of the EECDD cannot be accomplished or completed without the involvement, joint participation and cooperation of certain other governmental entities that are not parties to this Agreement. Upon request by the EECDD and without any out-of-pocket expense to the Jurisdictions, the Jurisdictions will make reasonable efforts to assist the EECDD in acquiring all necessary, local, state, and federal permits, licenses, easements and other approvals to construct the improvements contemplated by this Agreement.

11. **No Development Risk by Jurisdictions.** No development risk shall be assumed by the
City or County as a result of the entering into this Agreement.

12. **Public Records.** IF THE EECDD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EECDD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Information Office	City of St. Cloud
1 Courthouse Square, Suite 3100	1300 9th Street Building A
Kissimmee, FL 34741	St. Cloud, FL 34769
407-742-0100	407-957-7300
BCCPIO@osceola.org	Ivy.llauro@stcloudfl.gov

The EECDD understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the EECDD will act on behalf of the appropriate Jurisdiction, as provided under section 119.011(2), Florida Statutes, the EECDD, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the Jurisdiction to perform the service.

2. Upon request from the Jurisdiction's custodian of public records, provide the Jurisdiction with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the EECDD does not transfer the records to the Jurisdiction.

4. Upon completion of the Agreement, transfer, at no cost, to the Jurisdiction all public records in possession of the EECDD or keep and maintain public records required by the Jurisdiction to perform the service. If the EECDD keeps and maintains public records upon completion of the Agreement, the EECDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Jurisdiction, upon request from the Jurisdiction's custodian of public records, in a format that is compatible with the information technology systems of the Jurisdiction.

5. If the EECDD does not comply with a public records request, the Jurisdiction shall enforce the contract provisions in accordance with the Agreement.

13. **Audit.** In the performance of this Agreement, the EECDD shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the Jurisdictions and shall be retained by the EECDD for a period of three years after termination or completion of the Agreement or until the full Jurisdiction's audit is complete, whichever comes first. The Jurisdiction shall retain the right to audit the books during the three-year retention period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Jurisdiction also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the EECDD has the ability to fulfill their contractual obligations to the satisfaction of the Jurisdiction. The Jurisdiction has the right to terminate this Agreement based upon its finding in this audit.

14. **Litigation and Attorneys' Fees.** If any Party to this Agreement shall bring suit in connection with the enforcement or interpretation of any provisions hereof, each Party shall be responsible to pay its own costs and expenses of such litigation, including all attorney's fees.

15. **Time of Essence**. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by

either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing.

16. **Execution and Counterparts.** To facilitate execution of this Agreement, the parties hereto agree that this Agreement may be executed and telecopied to the other parties and that the executed telecopy shall be binding and enforceable as an original; the parties agree to fully execute one original of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

17. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

18. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

If to the EECDD:

Edgewater East Community Development District
Attn: Craig Wrathell
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

With a copy to:
Kutak Rock, LLP
Attn: Michael Eckert
107 W. College Avenue
Tallahassee, FL 32301
Michael.eckert@kutakrock.com

With a copy to:
Noah Breakstone
401 East Las Olas Blvd, Suite 1870
Fort Lauderdale, FL 33301
nbreakstone@btipartners.com

With a copy to:

Dickinson Wright, LLLP
Attention: Allison Jones, Esq.
350 E Las Olas Blvd #1750,
Fort Lauderdale, FL 33301

If to the County:	Osceola County, Florida Attention: County Manager 1 Courthouse Square, Suite 1100 Kissimmee, Florida 34741
With a copy to:	County Attorney Osceola County 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741
If to the City:	City of St. Cloud Attn: Veronica Miller, City Manager 1300 9th Street St. Cloud, Florida 34769

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

19. **Approvals.** Whenever any review or approval is required by any Party, such Party agrees that such review or approval will be promptly conducted and concluded. Moreover, each Party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

20. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The terms and provisions of this Agreement shall bind, and the benefits and advantages hereof shall inure to and be enforceable by, the parties hereto as well as their respective successors and permitted assigns. Whenever used herein, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Any causes of actions arising hereunder shall be tried in the Osceola County Circuit Court.

21. **Integrated Agreement, Waiver, Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

22. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida

or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. **Further Assurances.** Each Party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated by this Agreement.

24. **Assignability.** The parties hereto acknowledge and agree that the EECDD shall have the right to assign their rights and obligations under this Agreement in whole or part to any successors in title to all or any part of the Property and shall provide written notice to the Jurisdictions of any assignment; provided such Party expressly assumes in a separate written assignment the obligations stated herein. Upon such assignment and written notice thereof to the Jurisdictions (i) the EECDD hereunder shall thereupon be released and discharged from any and all obligations arising under this Agreement and (ii) such successor in title shall become the "EECDD" under this Agreement, to the extent this Agreement is assigned in whole to such successor. The Jurisdictions will not accept or honor a third-party's claim to any rights, entitlements and development rights, except to the extent actually assigned by the EECDD to that third-party in a recorded assignment and only in accordance with the express terms of that assignment. The Jurisdictions acknowledges that the EECDD is the ownerof all Entitlements that are not so assigned by the EECDD to a third-party.

25. **Transferability.** The mobility fee credits established hereunder are assignable and transferable from the Property to another development or parcel that is within the Property or anywhere within the Western or Southeastern Mobility Fee Zones of the County, or after the effective date of annexation of the Property into the City, to another development or parcel within the City which receives benefits from the improvement or contribution that generated the credits. Any application of credits by the City shall be subject to administrative procedures as may be established by the City.

26. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the EECDD to all or any part of the Property.

27. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the Jurisdictions, and the EECDD. The EECDD has no authority to act on behalf of, or otherwise obligate or bind, the Jurisdictions in any manner. Each Party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each Party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party hereby acknowledges that it is proceeding at its own risk and that the other Party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

28. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent

of the Jurisdictions or EECDD in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Jurisdictions or EECDD hereunder.

29. **Effect of Administrative Procedures.** Notwithstanding the adoption of any administrative procedures in respect of mobility fees or mobility fee credits or impact fees or impact fee credits by the Jurisdictions after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control as to such matters unless such changes inure to the benefit of the EECDD.

1. 30. **Recording of Agreement.** The EECDD shall be responsible for recording this Agreement (including all costs associated therewith) on the Property within the Public Records of Osceola County, Florida, within thirty (30) days of its execution. With regard to all property located within the boundaries of the EECDD, said recordation shall be for informational purposes only and it is understood and intended that this Agreement shall not constitute a cloud or encumbrance on any portion of that property.

31. **Employment Eligibility Verification (E-VERIFY).** Pursuant to Florida Statutes, Section 448.095, any Contractor performing services within Approvals shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the Jurisdictions or EECDD incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the Jurisdictions or EECDD. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

32. **Term.** The terms of this Agreement shall be thirty (30) years which may be extended upon the request of any of the EECDD, its successors or assigns, or the Jurisdictions, for an additional time period of no greater than thirty (30) years.

33. **Force Majeure.** If for any reason or contingency beyond the reasonable control of either the Jursidictions or the EECDD, including, but not limited global pandemic, other pandemics, epidemics, public health emergencies, outbreak of a communicable disease, quarantines, state, the declaration of a state of emergency or imposition of any other act, rule or regulation, by a national, state, county, regional or local governmental authority, acts of God, fire, earthquakes, flood, natural disaster, catastrophe, act or threat of terrorism, accident, riot or

civil commotion, supply chain disruptions, work stoppages, or other form of labor dispute, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, or any other cause or condition, whether similar or dissimilar to the foregoing, (each a "Force Majeure Event"), either Party may upon notice, suspend efforts to complete any obligations contained in this Agreement while such Force Majeure Event continues. Once such Force Majeure Event no longer exists, both parties shall resume performance under this Agreement.

34. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall be deemed to confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

35. **Estoppel Certificate.** Each Party shall from time to time, upon reasonable request from another Party, execute, acknowledge, and deliver to the requesting Party, a certificate (which may be relied on for estoppel purposes only and shall not create any liability for damages) stating: (i) that the terms and provisions of this Agreement are unmodified and in full force and effect, or if modified, identifying the modification agreements; (ii) whether the certifying Party has knowledge of any existing default hereunder by another Party, and if so, specifying the nature and extent of the default; and (iii) such other matters as may be reasonably requested.

36. **Liability of Successors.** Notwithstanding any other provision of this Agreement, on conveying a portion of Edgewater East, the EECDD may expressly agree in a recorded writing that the third-party successor is obligated only for those obligations, liabilities, and requirements of this Agreement that the third-party successor expressly assumes in writing (which assumption shall be deemed to include at a minimum all obligations, liabilities, and requirements that directly affect or require the successor's land). If the EECDD records such an agreement, the other Parties shall look solely to the EECDD for those obligations, liabilities, and requirements the third-party successor did not expressly assume.

37. **Annual Review**. The Jurisdictions shall review the land subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the Agreement. If the Jurisdictions find, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the Agreement, the Agreement may be revoked or modified by the Jurisdictions.

38. **Annexation**. As of the date of this Agreement, Edgewater East has been annexed into the City. The parties agree that mobility fee credits shall not be diminished or reduced upon transfer from the County to the City. By way of example, if one million dollars ($1,000,000) of earned and unused mobility fee is available for application prior to annexation and is transferred by the County to the City upon annexation, the same one million dollars ($1,000,000) of earned and unused mobility fee credit will be available for application to development within the City.

39. **Maintenance Bond.** A maintenance bond in the form attached hereto and incorporated herein as **Exhibit J** shall be provided upon the acceptance of each road segment.

40. **Special Conditions.** The Jurisdictions agree to update their Comprehensive Plans to match the transportation network as set forth in this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

CITY OF ST. CLOUD, FLORIDA

By: _____
Nathan Blackwell, City Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair

ATTEST:

OSCEOLA COUNTY CLERK OF THE COURT

By: _____

As authorized for execution at the Board of
County Commissioners meeting of:

_____

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida Community Development District, created pursuant to Chapter 190, Florida Statutes
By: _____
Name: _____
Its: _____

Signed, sealed and delivered
in the presence of:

_____
Witness Signature

_____
Witness (Print Name)

Address:_____
_____

_____
Witness Signature

_____
Witness (Print Name)

Address:_____
_____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, a Florida Florida Community Development District, created pursuant to Chapter 190, Florida Statutes, on behalf of said district. He/she is personally known to me or has produced _____ as identification (if left blank, then personally known to me).
(Notary Seal)

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Legal Description of EECDD Boundary

CDD PARCEL – 1

A parcel of land being a portion of the Northeast 1/4 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, AND Government Lots 1 and 2 of Section 17, Township 26 South, Range 30 East, Osceola County, Florida, LESS AND EXCEPT that portion of Government Lot 1, in Section 17, Township 26 South, Range 30 East, lying Northwesterly of Canal C-31 a/k/a St. Cloud Canal, AND Lots 67, 68, 69, 70, 74, 75, 76, 77, 78, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 100, 101, 102, 103, 104, 105, 106, 107, 108, 117, 118, 119, 120, 121, 122, 123 and 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 55, Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 17; thence run N89°41’52”W along the North line of said Section 17, a distance of 1375.99 feet to the Point of Beginning; thence departing said North line, run thence run S00°18'08"W, a distance of 2,641.70 feet to a point on the South line of the Northeast ¼ of said Section 17; thence run S89°40'58"E along said South line, a distance of 84.65 feet; thence departing said South line, run along the Easterly line of the aforesaid Platted Lots the following five (5) courses and distance; thence run S00°34'45"E, a distance of 1,333.22 feet; thence run N89°31'28"W, a distance of 643.27 feet; thence run S00°36'41"E, a distance of 329.96 feet; thence run N89°29'18"W, a distance of 678.18 feet; thence run S00°38'28"E, a distance of 970.25 feet to a point on the North Right of Way line of Clay Whaley Road; thence run N89°30'02"W along said North right of Way line, a distance of 2,405.26 feet to a point on the Meander-Witness line of Lake Tohopekaliga; thence along said Meander-Witness line the following seven (7) courses and distances; thence run N10°10'23"E, a distance of 954.03 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 792.05 feet; thence run N38°40'23"E, a distance of 1,188.07 feet; thence run N06°19'37"W, a distance of 330.02 feet; thence run N26°19'37"W, a distance of 1,122.07 feet; thence run N61°49'37"W, a distance of 792.05 feet to a point on the aforesaid North line of Section 17; thence run S89°41'52"E along said North line, a distance of 2,586.89 feet to the Point of Beginning.

Containing 266.3 acres, more or less. (calculated to the Meander-Witness line as shown on the sketch)

Containing 250.5 acres, more or less. (calculated to Elevation 56.5 contour line – Safe Development line of Lake Tohopekaliga)

(these areas also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 2

A parcel of land being a portion of the Southwest 1/4 of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:
Commence at the Southwest corner of said Section 16; thence run N00°31’03”W along the West line of the Southwest ¼ of said Section 16, a distance of 1328.92 feet to the Point of Beginning; thence continue N00°31'03"W along said West line, a distance of 1,328.82 feet to the Northwest corner of the Southwest ¼ of said Section 16; thence run S89°35'06"E along the North line of the Southwest ¼, a distance of 1,258.21 feet to a Point on a non-tangent curve, concave to the Northeast, having a Radius of 6,229.58 feet and a Central Angle of 07°47'11", said point being a point on the Westerly line of property per Stipulated Order of Taking as recorded in Official Records Book 2776, Page 2504, Public Records of Osceola County, Florida; thence along said Westerly line the following seven (7) courses and distances; thence run Southeasterly, along the Arc of said curve, a distance of 846.58 feet (Chord Bearing = S35°19'41"E, Chord = 845.92 feet) to a point; thence run N50°46'44"E, a distance of 298.80 feet; thence run S31°09'21"E, a distance of 340.17 feet to the Point of Curvature of a curve, concave to the Northeast, having a Radius of 2,958.79 feet and a Central Angle of 11°37'31"; thence run Southeasterly, along the Arc of said curve, a distance of 600.34 feet (Chord Bearing = S36°58'07"E, Chord = 599.31 feet) to the Point of Tangency thereof; thence run S42°46'53"E, a distance of 199.38 feet; thence run S11°58'13"W, a distance of 293.39 feet to a Point on a non-tangent curve, concave to the East, having a Radius of 1,296.23 feet and a Central Angle of 00°03'00"; thence run Southerly, along the Arc of said curve, a distance of 1.13 feet (Chord Bearing = S11°18'47"W, Chord = 1.13 feet) to a point on the Westerly line of Road A Connector as recorded in Official Records Book 4249, Page 2879; thence along said Westerly line the following two (2) courses and distances; thence run S23°39'16"W, a distance of 220.82 feet; to the Point of Curvature of a curve, concave to the Northwest, having a Radius of 1,120.00 feet and a Central Angle of 07°52'31"; thence run Southwesterly, along the Arc of said curve, a distance of 153.95 feet (Chord Bearing = S27°35'32"W, Chord = 153.82 feet) to a point on the South line of Pond 9 as recorded in Official Records Book 4249, Page 2879; thence along said South line the following two (2) courses and distances; thence run S89°36'48"W, a distance of 116.36 feet; thence run N50°13'38"W, a distance of 249.11 feet to a point on the North line of the South 19.6176 acres of the Southeast ¼ of the Southwest ¼ of said Section 16; thence run N89°36'17"W along said North line, a distance of 655.87 feet to a point on the East line of Road A Segment 1 as recorded in Official Records Book 4249, Page 2879; thence run N00°21'47"W along said East line, a distance of 551.30 feet to a point on the South line of the North ½ of the Southwest ¼ of said Section 16; thence run N89°35'57"W along said South line, a distance of 1,450.60 feet to the Point of Beginning.
Containing 3,198,081.98 square feet or 73.418 acres, more or less

CDD PARCEL – 3

A parcel of land being the East ¼ of the Northwest 1/4 of the Northwest ¼ of Section 21, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 5, 11, 12, 21, 22, 27, 28, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59, 60, 69, 70, 71, 72, 73, 74, 88, 89, 90, 104, 105, 106, 108, 117, 118, 119, 123 and a portion of Lots 6, 87, and 122, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21,

TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 8, Public Records of Osceola County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 5, said point being a point on the West Right of Way line of Kissimmee Park Road (State Road 525); thence along said West Right of Way line the following two (2) courses and distances; thence run S00°20'10"E, a distance of 2,619.93 feet; thence run S00°19'41"E, a distance of 329.00 feet; thence departing said West Right of Way line, run N89°41'51"W, a distance of 1,284.08 feet; thence run S00°17'29"E, a distance of 409.30 feet to a point on the Easterly extension of the North line of Well Site #3 as recorded in Official Records Book 3040, Page 35, Public Records of Osceola County, Florida; thence along the boundary of said Well Site #3 the following three (3) courses and distances; thence run N89°45'24"W, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 250.03 feet; thence run S89°45'24"E, a distance of 285.03 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run N89°47'10"W, a distance of 677.35 feet; thence run S00°16'23"E, a distance of 330.01 feet; thence run S89°48'56"E, a distance of 677.45 feet; thence run S00°17'29"E, a distance of 329.66 feet; thence run S89°50'42"E, a distance of 642.55 feet; thence run N00°18'35"W, a distance of 329.33 feet; thence run S89°48'56"E, a distance of 642.45 feet to a point on the aforesaid West Right of Way line of Kissimmee Park Road; thence run S00°19'41"E along said West Right of Way line, a distance of 658.00 feet; thence departing said West Right of Way line, run N89°52'28"W, a distance of 642.65 feet; thence run S00°18'35"E, a distance of 309.33 feet to a point on the North Right of Way line of Kissimmee Park Road; thence run N89°54'14"W along said North Right of Way line, a distance of 1,070.48 feet to point on the boundary of Well Site #1, as recorded in Official Records Book 3040, Page 13, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run N00°16'23"W, a distance of 250.02 feet; thence run N89°54'14"W, a distance of 250.02 feet; thence run N00°16'23"W, a distance of 390.00 feet; thence run N89°50'42"W, a distance of 660.05 feet; thence run N00°15'17"W, a distance of 2,644.75 feet; thence run S89°30'15"E, a distance of 20.00 feet; thence run N00°15'17"W, a distance of 660.08 feet; thence run S89°37'37"E, a distance of 968.46 feet; thence run N00°17'07"W, a distance of 1,299.70 feet to a point on the South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 329.27 feet to a point on the boundary of Road A Segment 1 and Road A Connector as recorded in Official Records Book 4249, Page 2879, Public Records of Osceola County, Florida; thence along said boundary the following four (4) courses and distances; thence run S00°21'47"E, a distance of 70.01 feet; thence run S89°36'17"E, a distance of 130.01 feet; thence run N00°21'47"W, a distance of 10.01 feet to a Point on a non-tangent curve, concave to the North, having a Radius of 1,280.00 feet and a Central Angle of 17°22'39"; thence run Easterly, along the Arc of said curve, a distance of 388.22 feet (Chord Bearing = N81°28'18"E, Chord = 386.73 feet) to a point on the aforesaid South Right of Way line of Clay Whaley Road; thence run S89°36'17"E along said South Right of Way line, a distance of 786.67 feet to the Point of Beginning.
Containing 218.579 acres, more or less.

(these areas also include platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 4

A parcel of land being a portion of the Southeast t ¼ of Section 16, Township 26 South, Range 30 East, Osceola County, Florida, AND Lots 3, 14, 19, 30, 31, 34, 35, 46, 47, 49, 50, 51, 61, 62, 63, 64, 65, 66, 67, 68, 78, 79, 80, 81, 82, 83, 94, 95, 96, 97, 98, 99, 111, 112, 113, 114, 125, 126, 127 and 128 and a portion of Lots 2, 15, 17, 18, 32, 33, 48, and 52, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 8, Public Records of Osceola County, Florida, AND a portion of Lots 41, 56, 57, 72, 73, 88, 89, 104, 105, and 120, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 9, Public Records of Osceola County, AND Lots 8, 9, 24, 25, 40, 41, 56, 57, 72, 73, 88, 89, 104 and a portion of Lots 7, 10, 23, 26, 39, 42, 55, 58, 71, 74, 87, 90, 103 and 106, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 14, Public Records of Osceola County, AND Lots 1, 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 103, 106, 109, 110, 111, and 112 and a portion of Lots 5 and 12, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, as recorded in Plat Book "B", Page 15, Public Records of Osceola County, and being more particularly described as follows:

Begin at the Northeast corner of Section 28, Township 26 South, Range 30 East; thence run S89°05’39”E, a distance of 678.23 feet to a point on the West Right of Way line of the Florida’s Turnpike; thence run S07°25'37"E along said West Right of Way line, a distance of 4,692.42 feet; thence departing said West Right of Way line, run N89°43'24"W, a distance of 618.61 feet; thence run N00°04'06"W, a distance of 332.21 feet; thence run N89°39'17"W, a distance of 664.77 feet; thence run N89°28'39"W, a distance of 20.00 feet; thence run S00°00'43"E, a distance of 332.64 feet; thence run N89°25'23"W, a distance of 2,615.32 feet; thence run N89°48'21"W, a distance of 17.50 feet; thence run N00°03'47"W, a distance of 660.33 feet; thence run N89°47'13"W, a distance of 1,285.54 feet; thence run S00°03'46"E, a distance of 660.76 feet; thence run N89°48'21"W, a distance of 677.77 feet; thence run N00°03'46"W, a distance of 1,982.96 feet; thence continue N00°03’46”W along said line, a distance of 2,626.62 feet to a point on the South Right of Way line of Kissimmee Park Road; thence run S89°54'14"E along said South Right of Way line, a distance of 1,320.51 feet to a point on the boundary of the Water Plant Site as recorded in Official Records Book 3040, Page 46, Public Records of Osceola County, Florida; thence along said boundary of said Water Plant Site the following four (4) courses and distances; thence run S00°02'06"E, a distance of 410.68 feet; thence run S89°54'07"E, a distance of 460.85 feet; thence run N57°33'43"E, a distance of 215.39 feet; thence run N00°01'33"W, a distance of 294.86 feet to a point on the aforesaid Right of Way of Kissimmee Park Road; thence along said Right of Way the following two (2) courses and distances; thence run S89°54'14"E, a distance of 35.11 feet; thence run N00°19'41"W, a distance of 349.01 feet; thence departing said Right of Way, run S89°56'02"E, a distance of 1,302.46 feet; thence run N00°16'26"W, a distance of 657.21 feet; thence run N89°54'02"W, a distance of 660.30 feet; thence run N00°18'04"W, a distance of 1,315.19 feet; thence run N89°50'01"W, a distance of 643.42 feet to a point on the East Right of

Way of Kissimmee Park Road; thence along said East Right of Way the following two (2) courses and distances; thence run N00°19'41"W, a distance of 328.99 feet; thence run N00°20'10"W, a distance of 409.93 feet to a point on the boundary of Well Site #2 as recorded in Official Records Book 3040, Page 24, Public Records of Osceola County, Florida; thence along said boundary the following two (2) courses and distances; thence run S89°44'21"E, a distance of 250.03 feet; thence run N00°20'10"W, a distance of 250.03 feet; thence run S89°44'21"E, a distance of 393.83 feet; thence run N00°18'45"W, a distance of 1,957.22 feet; thence run N48°59'04"E, a distance of 30.18 feet; thence run N00°11'18"W, a distance of 330.04 feet; thence run N89°30'18"W, a distance of 667.59 feet to a point on the East Right of Way line of Kissimmee Road; thence run N00°11'18"W, a distance of 146.08 feet to a point on the Right of Way for the Florida's Turnpike; thence along said Right of Way the following eight (8) courses and distances; thence run N89°36'48"E, a distance of 72.12 feet; thence run N00°23'12"W, a distance of 98.77 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 1,055.93 feet and a Central Angle of 24°02'29"; thence run Northerly, along the Arc of said curve, a distance of 443.07 feet (Chord Bearing = N11°38'03"E, Chord = 439.83 feet) to the Point of Tangency thereof; thence run N23°39'18"E, a distance of 28.84 feet; thence run S50°40'48"E, a distance of 610.80 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 5,604.58 feet and a Central Angle of 03°51'08"; thence run Southeasterly, along the Arc of said curve, a distance of 376.82 feet (Chord Bearing = S48°45'14"E, Chord = 376.75 feet) to a point; thence run S42°46'53"E, a distance of 1,089.11 feet to the Point of Curvature of a curve, concave to the Southwest, having a Radius of 5,529.58 feet and a Central Angle of 35°21'16"; thence run Southeasterly, along the Arc of said curve, a distance of 3,412.05 feet (Chord Bearing = S25°06'15"E, Chord = 3,358.17 feet) to the Point of Tangency thereof; thence run S07°25'37"E, a distance of 1,525.20 feet; thence departing said Right of Way, run N89°06'39"W, a distance of 636.55 feet; thence run S00°12'52"E, a distance of 328.22 feet to the Point of Beginning..

Containing 828.537 acres, more or less.

(this area also includes platted Right of Ways lying within and adjacent to the boundary of the described parcel that have not been formally vacated)

CDD PARCEL – 5

LOT 110, The SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 8, of the Public Records of Osceola County, Florida.

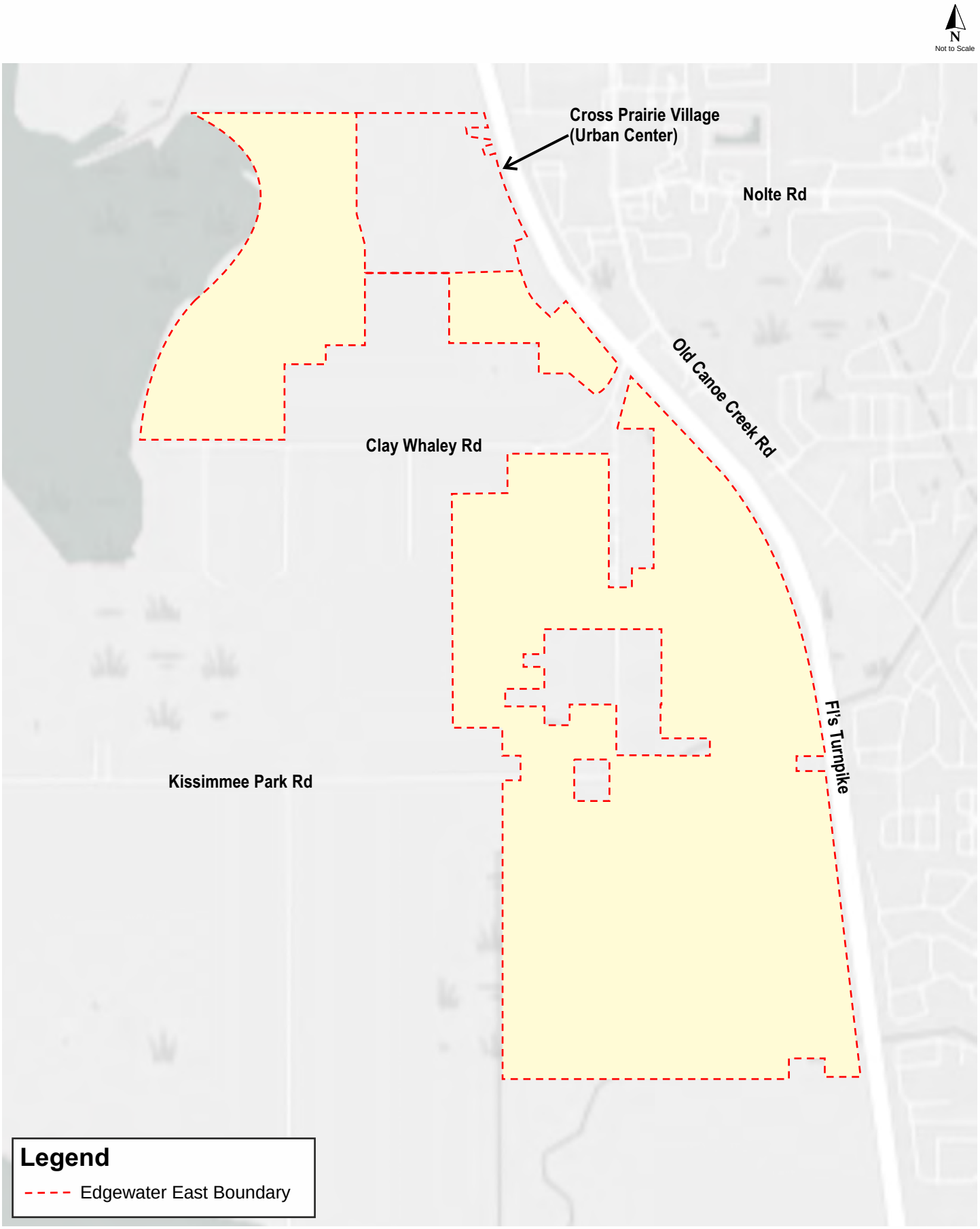
Less and excepting therefrom the following described property:

A parcel of land, being a portion of Lot 110, THE SEMINOLE LAND AND INVESTMENT COMPANY'S INCORPORATED SUBDIVISION OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the Plat thereof, as recorded in Plat Book B, Page 8, of the public records of Osceola County, Florida, being more particularly described as:

Beginning the Southwest corner of said Lot 110, run North 00°18'02" West along the West line of said Lot 110, a distance of 115.14 feed; thence run South 89°55'02" East, a distance of 469.48 feet; thence run South 00°16'26" East along said East line, a distance of 22.73 feet; thence run South 89°55'02" East, a distance of 173.21 feet to a point on the East line of said Lot 110; thence run South 00°16'26"E along said East line, a distance of 92.41 feet to the Southeast corner of said Lot 110; thence run North 89°55'02" West along the South line of said Lot 110, a distance of 642.64 feet to the Point of Beginning.

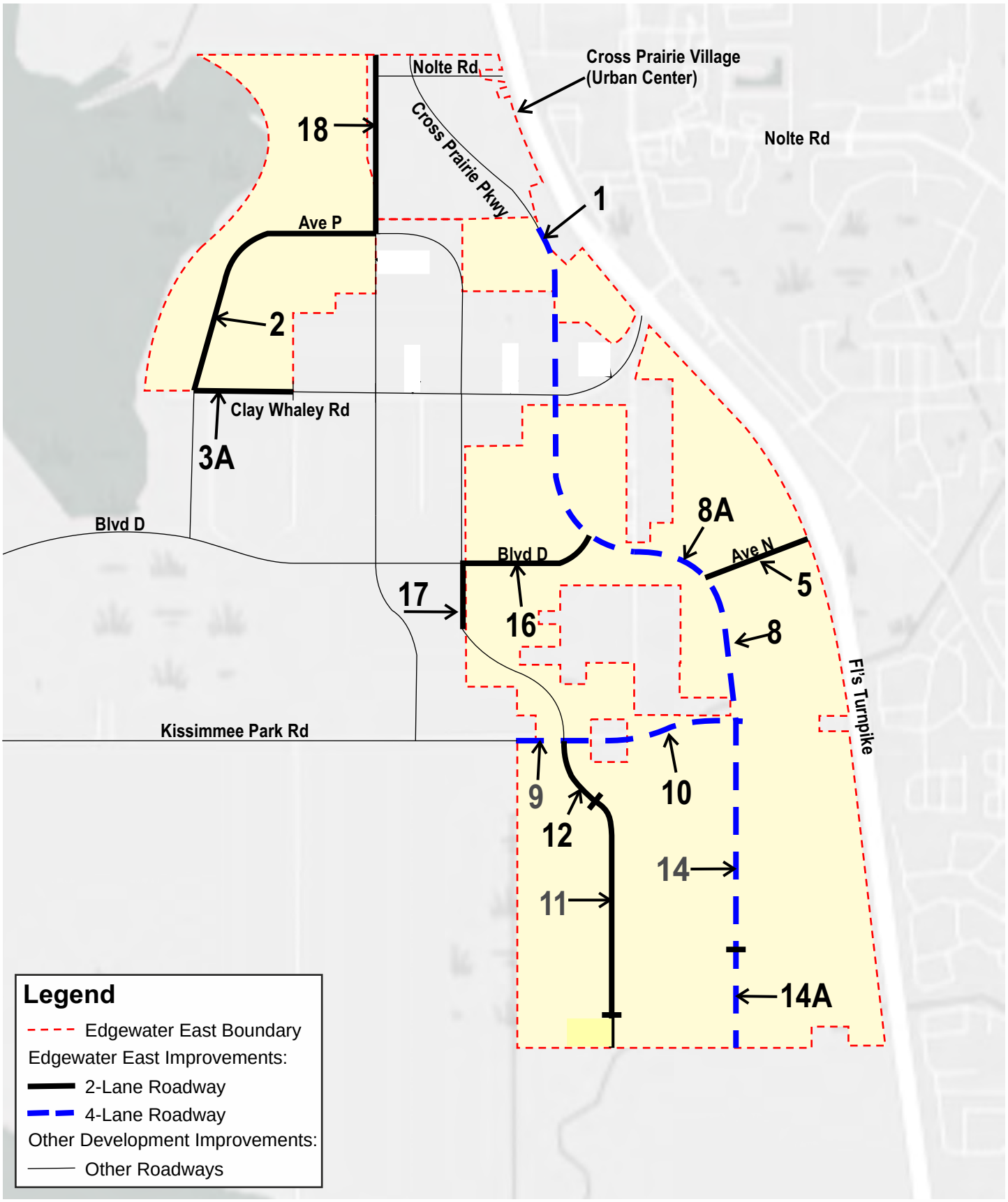
Containing 3.24 acres more or less (this area does not include any platted right of ways).

FOR A TOTAL ACREAGE OF: 1,390.074



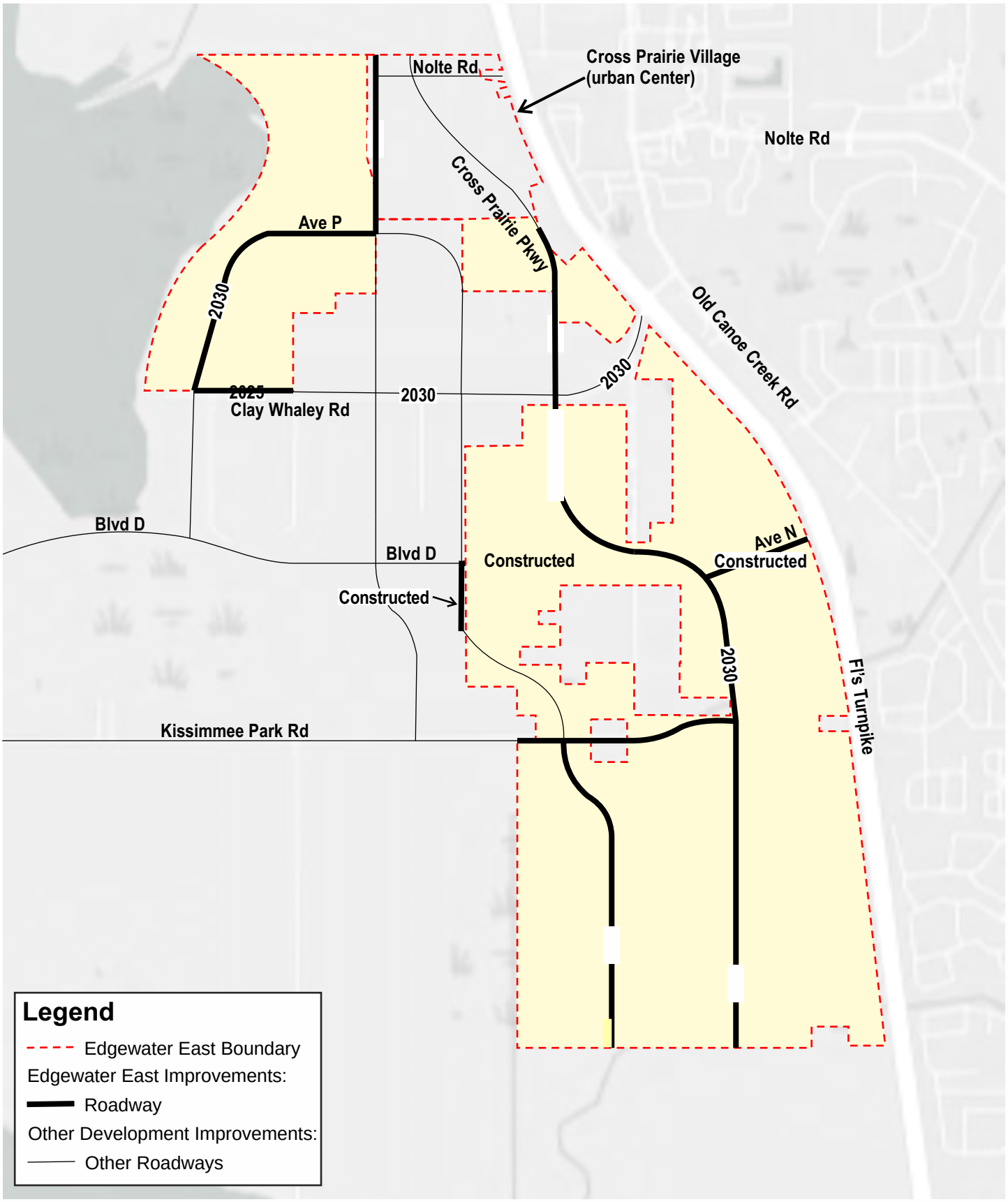
Edgewater East Property

Exhibit
A



Edgewater East Framework Roads

Exhibit B



Edgewater East Roadway Phasing Outside Dates

Exhibit C

EXHIBIT D1 - Estimated Construction Costs: Edgewater East Framework Roadway Network

Summary of Ultimate Baseline and Detail Construction Cost

ROADWAY ATTRIBUTES							See D2 for Details	See D3 for Details			
							Ultimate Configuration	Baseline Configuration	Roadway Delta	Cost Allocation	
Map Key	Note #	Roadway	Segment Start	Segment End	Responsible Agency	SEATS Year Complete	Cost + 40% (Design/CEI/Misc.) + Escalation (2)	Cost + 40% (Design/CEI/Misc.) + Escalation (2)	Agency Obligation	Developer % Cost Share	Agency % Cost Share
Sub-Set I: Agency Obligation for Rodway Delta = Ultimate - Baseline											
9	8	Kissimmee Park Rd	East Bella Tara Boundary	Ave G	City	2025	$ -	$ -	$ -	0.0%	0.0%
10	8	Kissimmee Park Rd	Ave G	Cross Prairie	City	2025	$ -	$ -	$ -	0.0%	0.0%
16	-	Blvd D	Ave G	Cross Prairie Parkw	City	2025	$ 4,304,700	$ 3,901,501	$ 403,199	90.6%	9.4%
17	-	Ave G	Blvd D (going south)	Temp Stop	City	2025	$ 1,556,678	$ 1,410,872	$ 145,806	90.6%	9.4%
14	-	Cross Prairie Parkway	Gator Bay Slough	WPA Canal	County	2030	$ 18,302,654	$ 9,548,261	$ 8,754,393	52.2%	47.8%
14A	-	Cross Prairie Parkway	Fontana Northern Boundary	Gator Bay Slough	County	2030	$ 6,423,894	$ 3,037,043	$ 3,386,850	47.3%	52.7%
1	9	Cross Prairie Parkway	Clay Whaley	Urban Center Southern Boundary	County	2030	$ 11,516,276	$ 6,007,894	$ 5,508,382	52.2%	47.8%
3A	-	Clay Whaley	Ave P	Wagon Ct.	City	2025	$ 3,697,110	$ 3,350,821	$ 346,289	90.6%	9.4%
18	-	Ave D	Ave P	Nolte	County	2030	$ 6,273,664	$ 5,686,043	$ 587,621	90.6%	9.4%
						Sub-Set Total	$ 52,074,976	$ 32,942,435	$ 19,132,540	63.3%	36.7%
Sub-Set II: Agency Obligation for Completion of Interim Framework Road*											
8	7	Cross Prairie Parkway	Ave N	Kissimmee Park Rd	County	2030	$ 4,729,899	$ 2,467,528	$ 2,262,371	52.2%	47.8%
8A	7	Cross Prairie Parkway	WPA Canal	Ave N	County	2030	$ 7,814,616	$ 4,076,786	$ 3,737,831	52.2%	47.8%
						Sub-Set Total	$ 12,544,515	$ 6,544,314	$ 6,000,202	52.2%	47.8%
						LESS: Interim Framework Rd. Construction Credits Recevied (City Res.#: 2024-024R)			$ 1,145,233		
						Net Agency Obligation for Additional 2-lane Buildout*			$ 4,854,969		
Sub-Set III: Agency Obligation for Segments 2, 11 & 5 are applied to Segment 12*											
2	6	Ave P - west of Ave D	Ave D	Clay Whaley	City	2030	$ 10,477,611	$ 9,496,228	$ 981,383	90.6%	9.4%
11	4	Ave G (within ED6 subdivision)	Gator Bay Slough	WPA Canal	City	2035	$ 8,929,020	$ 8,092,685	$ 836,335	90.6%	9.4%
5	5	Ave N	Cross Priarie Pkwy	Turnpike	City	2025	$ 3,210,648	$ 2,909,923	$ 300,725	90.6%	9.4%
						Sub-Set Total (for Segments 2, 11, & 5 construction)	$ 22,617,279	$ 20,498,837	$ 2,118,443	90.6%	9.4%
12	5	Ave G	WPA Canal	Kissimmee Park Rd	City	2035	$ 6,398,292	$ 4,869,772	$ 1,528,519	76.1%	23.9%
						Sub-Total (for Segment 12 constrruction)	$ 6,398,292	$ 4,869,772	$ 1,528,519	76.11%	23.89%
						ADD: Sub-Set Total (for Segments 2, 11, & 5 construction)			$ 2,118,443		
						ADD: Sub-Set Total (for Segments 2, 11, & 5 ROW)			$ 1,997,777		
						Net Calculation of Agency Obligation for Segment 12	$ 6,398,291.58		$ 5,644,739	11.8%	88.2%
						Grand Total	$ 93,635,062	$ 64,002,814	$ 29,632,248	68.35%	31.65%

*Credits received for previous construction (City Res.#: 2024-024R) was reduced by the Baseline Cost. The additional 2-lanes are Utilitmate Cost only, therefore Agency Obligation is 100% of additional 2-Lane buildout up to $4,854,969

Construction Cost / Mile (1)	Cost
New 2-lane Divided (Ultimate)	$ 6,425,160.85
New 4-lane Divided (Ultimate)	$ 11,162,530.09
Baseline 2-lane	$ 5,823,349.52

Culvert Water Crossing (1)	Crossing Cost
Baseline Crossing	$ 775,000
Ultimate 2-Lane Avenue	$ 1,312,500
Ultimate 4-Lane Boulevard	$ 1,500,000
Ultimate 4-Lane PTC	$ 1,812,500

Notes:

1. Unit costs were developed based on FDOT Long Range Estimates (October 2022 Update)
2. Cost = [(Construction Cost * 1.40)] * [(1 + 4%)^(Buildout Year - 2025)]
3. Roadway Delta = [Ultimate Cost + 40% (Design/CEI/Misc.) + ROW + Escalation] - [Baseline Cost + 40% (Design/CEI/Misc.) + ROW + Escalation]
4. Ave G is not required to meet St Cloud code for access points. However, ultimate section is constructed and ROW conveyed as part of subdivision development.
5. Ultimate section is constructed and ROW conveyed as part of subdivision development (SDP21-043) no credits provided.
6. Ultimate section is constructed and ROW conveyed as part of subdivision development (SDP22-0177) no credits provided.
7. These segments were previously constructed and credited for 2-lanes (per St Cloud res. 2024-024R) in the amount of $1,145,233 for constuction + $278,446 for ROW. The delta calculation shown above is reduced by the credits already recevied for this road segment.
8. Calculation includes only DELTA ROW credits.
9. Existing 130' ROW.

EXHIBIT D2 - Estimated Construction Costs: Edgewater East Framework Roadway Network

Ultimate Cost Detail

ROADWAY ATTRIBUTES							ULTIMATE CONFIGURATION					
Map Key	Note #	Roadway	Segment Start	Segment End	Responsible Agency	SEATS Year Complete	Constr. Cost	Typical Section	Road Type for Constr. Calc	ROW Width (ft)	ROW Length (Miles)	Constr. Cost + 40% (Design/CEI/Misc.) + Escalation (2)
Sub-Set I: Agency Obligation for Rodway Delta = Ultimate - Baseline												
9	8	Kissimmee Park Rd	East Bella Tara Boundary	Ave G	City	2025	$ -	4-lane Blvd	NEW4	122	0.19	$ -
10	8	Kissimmee Park Rd	Ave G	Cross Prairie	City	2025	$ -	4-lane Blvd	NEW4	122	0.52	$ -
16	-	Blvd D	Ave G	Cross Prairie Parkw	City	2025	$ 2,842,812	2-lane Ave	NEW2	120	0.44	$ 4,304,700
17	-	Ave G	Blvd D (going south)	Temp Stop	City	2025	$ 1,028,026	2-lane Ave	NEW2	75.5	0.16	$ 1,556,678
14	-	Cross Prairie Parkway	Gator Bay Slough	WPA Canal	County	2030	$ 9,934,652	4-lane CPP	NEW4	130	0.89	$ 18,302,654
14A	-	Cross Prairie Parkway	Fontana Northern Boundary	Gator Bay Slough	County	2030	$ 3,486,880	4-lane CPP	NEW4	130	0.15	$ 6,423,894
1	9	Cross Prairie Parkway	Clay Whaley	Urban Center Southern Boundary	County	2030	$ 6,251,017	4-lane CPP	NEW4	130	0.56	$ 11,516,276
3A	-	Clay Whaley	Ave P	Wagon Ct.	City	2025	$ 2,441,561	2-lane Ave	NEW2	100	0.38	$ 3,697,110
18	-	Ave D	Ave P	Nolte	County	2030	$ 3,405,335	2-lane Ave	NEW2	100	0.53	$ 6,273,664
						Sub-Set Total	$ 29,390,283				3.82	$ 52,074,976
Sub-Set II: Agency Obligation for Completion of Interim Framework Road*												
8	7	Cross Prairie Parkway	Ave N	Kissimmee Park Rd	County	2030	$ 2,567,382	4-lane CPP	NEW4	130	0.23	$ 4,729,899
8A	7	Cross Prairie Parkway	WPA Canal	Ave N	County	2030	$ 4,241,761	4-lane CPP	NEW4	130	0.38	$ 7,814,616
						Sub-Set Total	$ 6,809,143				0.61	$ 12,544,515
						LESS: Interim Framework Rd. Construction Credits Recevied (City Res.#: 2024-024R)						
						Net Agency Obligation for Additional 2-lane Buildout*						
Sub-Set III: Agency Obligation for Segments 2, 11 & 5 are applied to Segment 12*												
2	6	Ave P - west of Ave D	Ave D	Clay Whaley	City	2030	$ 5,687,231	2-lane Ave	NEW2	100	0.89	$ 10,477,611
11	4	Ave G (within ED6 subdivision)	Gator Bay Slough	WPA Canal	City	2035	$ 3,983,600	2-lane Ave	NEW2	100	0.62	$ 8,929,020
5	5	Ave N	Cross Priarie Pkwy	Turnpike	City	2025	$ 2,120,303	2-lane Ave	NEW2	100	0.33	$ 3,210,648
						Sub-Set Total (for Segments 2, 11, & 5 construction)	$ 11,791,134				1.84	$ 22,617,279
12	5	Ave G	WPA Canal	Kissimmee Park Rd	City	2035	$ 2,854,539	2-lane Ave	NEW2	100	0.24	$ 6,398,292
						Sub-Total (for Segment 12 constrruction)	$ 2,854,539				0.24	$ 6,398,292
						ADD: Sub-Set Total (for Segments 2, 11, & 5 construction)						
						ADD: Sub-Set Total (for Segments 2, 11, & 5 ROW)						
						Net Calculation of Agency Obligation for Segment 12						
						Grand Total	$ 50,845,099				6.50	$ 93,635,062

*Credits received for previous construction (City Res. #2024-024R) was reduced by the Baseline Cost. The additional 2-lanes are Utilitmate Cost only, therefore Agency Obligation is 100% of additional 2-Lane buildout up to $4,854,969.

Construction Cost / Mile (1)	Cost
New 2-lane Divided (Ultimate)	$ 6,425,160.85
New 4-lane Divided (Ultimate)	$ 11,162,530.09
Baseline 2-lane	$ 5,823,349.52

Culvert Water Crossing (1)	Crossing Cost
Baseline Crossing	$ 775,000
Ultimate 2-Lane Avenue	$ 1,312,500
Ultimate 4-Lane Boulevard	$ 1,500,000
Ultimate 4-Lane PTC	$ 1,812,500

Notes:

1. Unit costs were developed based on FDOT Long Range Estimates (October 2022 Update)
2. Cost = [(Construction Cost * 1.40)] * [(1 + 4%)^(Buildout Year - 2025)]
3. Roadway Delta = [Ultimate Cost + 40% (Design/CEI/Misc.) + ROW + Escalation] - [Baseline Cost + 40% (Design/CEI/Misc.) + ROW + Escalation]
4. Ave G is not required to meet St Cloud code for access points. However, ultimate section is constructed and ROW conveyed as part of subdivision development.
5. Ultimate section is constructed and ROW conveyed as part of subdivision development (SDP21-043) no credits provided.
6. Ultimate section is constructed and ROW conveyed as part of subdivision development (SDP22-0177) no credits provided.
7. These segments were previously constructed and credited for 2-lanes (per St Cloud res. 2024-024R) in the amount of $1,145,233 for constuction + $278,446 for ROW. The delta calculation shown above is reduced by the credits already recevied for this road segment.
8. Calculation includes only DELTA ROW credits.
9. Existing 130' ROW.

EXHIBIT D3 - Estimated Construction Costs: Edgewater East Framework Roadway Network

Baseline Cost Detail

ROADWAY ATTRIBUTES							BASELINE BUILDOUT DATA (Developer Obligation)			
Map Key	Note #	Roadway	Segment Start	Segment End	Responsible Agency	SEATS Year Complete	Costs (Constr.)	ROW Width	ROW Length	Cost + 40% (Design/CEI/Misc.) + Escalation (2)
Sub-Set I: Agency Obligation for Rodway Delta = Ultimate - Baseline										
9	8	Kissimmee Park Rd	East Bella Tara Boundary	Ave G	City	2025	$ -	62	0.19	$ -
10	8	Kissimmee Park Rd	Ave G	Cross Prairie	City	2025	$ -	62	0.52	$ -
16	-	Blvd D	Ave G	Cross Prairie Parkw	City	2025	$ 2,576,541	62	0.44	$ 3,901,501
17	-	Ave G	Blvd D (going south)	Temp Stop	City	2025	$ 931,736	62	0.16	$ 1,410,872
14	-	Cross Prairie Parkway	Gator Bay Slough	WPA Canal	County	2030	$ 5,182,781	62	0.89	$ 9,548,261
14A	-	Cross Prairie Parkway	Fontana Northern Boundary	Gator Bay Slough	County	2030	$ 1,648,502	62	0.15	$ 3,037,043
1	9	Cross Prairie Parkway	Clay Whaley	Urban Center Southern Boundary	County	2030	$ 3,261,076	62	0.56	$ 6,007,894
3A	-	Clay Whaley	Ave P	Wagon Ct.	City	2025	$ 2,212,873	62	0.38	$ 3,350,821
18	-	Ave D	Ave P	Nolte	County	2030	$ 3,086,375	62	0.53	$ 5,686,043
						Sub-Set Total	$ 18,899,884		3.82	$ 32,942,435
Sub-Set II: Agency Obligation for Completion of Interim Framework Road*										
8	7	Cross Prairie Parkway	Ave N	Kissimmee Park Rd	County	2030	$ 1,339,370	62	0.23	$ 2,467,528
8A	7	Cross Prairie Parkway	WPA Canal	Ave N	County	2030	$ 2,212,873	62	0.38	$ 4,076,786
						Sub-Set Total	$ 3,552,243		0.61	$ 6,544,314
						LESS: Interim Framework Rd. Construction Credits Recevied (City Res.#: 2024-024R)				
						Net Agency Obligation for Additional 2-lane Buildout*				
Sub-Set III: Agency Obligation for Segments 2, 11 & 5 are applied to Segment 12*										
2	6	Ave P - west of Ave D	Ave D	Clay Whaley	City	2030	$ 5,154,538	62	0.89	$ 9,496,228
11	4	Ave G (within ED6 subdivision)	Gator Bay Slough	WPA Canal	City	2035	$ 3,610,477	62	0.62	$ 8,092,685
5	5	Ave N	Cross Priarie Pkwy	Turnpike	City	2025	$ 1,921,705	62	0.33	$ 2,909,923
						Sub-Set Total (for Segments 2, 11, & 5 construction)	$ 10,686,720		1.84	$ 20,498,837
12	5	Ave G	WPA Canal	Kissimmee Park Rd	City	2035	$ 2,172,604	62	0.24	$ 4,869,772
						Sub-Total (for Segment 12 constrruction)	$ 2,172,604		0.24	$ 4,869,772
						ADD: Sub-Set Total (for Segments 2, 11, & 5 construction)				
						ADD: Sub-Set Total (for Segments 2, 11, & 5 ROW)				
						Net Calculation of Agency Obligation for Segment 12				
						Grand Total	$ 35,311,451		6.50	$ 64,855,358

*Credits received for previous construction (City Res. #2024-024R) was reduced by the Baseline Cost. The additional 2-lanes are Utilitmate Cost only, therefore Agency Obligation is 100% of additional 2-Lane buildout up to $4,854,969

Construction Cost / Mile (1)	Cost
New 2-lane Divided (Ultimate)	$ 6,425,160.85
New 4-lane Divided (Ultimate)	$ 11,162,530.09
Baseline 2-lane	$ 5,823,349.52

Culvert Water Crossing (1)	Crossing Cost
Baseline Crossing	$ 775,000
Ultimate 2-Lane Avenue	$ 1,312,500
Ultimate 4-Lane Boulevard	$ 1,500,000
Ultimate 4-Lane PTC	$ 1,812,500

Notes:

1. Unit costs were developed based on FDOT Long Range Estimates (October 2022 Update)
2. Cost = [(Construction Cost * 1.40)] * [(1 + 4%)^(Buildout Year - 2025)]
3. Roadway Delta = [Ultimate Cost + 40% (Design/CEI/Misc.) + ROW + Escalation] - [Baseline Cost + 40% (Design/CEI/Misc.) + ROW + Escalation]
4. Ave G is not required to meet St Cloud code for access points. However, ultimate section is constructed and ROW conveyed as part of subdivision development.
5. Ultimate section is constructed and ROW conveyed as part of subdivision development (SDP21-043) no credits provided.
6. Ultimate section is constructed and ROW conveyed as part of subdivision development (SDP22-0177) no credits provided.
7. These segments were previously constructed and credited for 2-lanes (per St Cloud res. 2024-024R) in the amount of $1,145,233 for constuction + $278,446 for ROW. The delta calculation shown above is reduced by the credits already recevied for this road segment.
8. Calculation includes only DELTA ROW credits.
9. Existing 130' ROW.

EXHIBIT E - Estimated ROW Costs: Edgewater East Framework Roadway Network

Summary of Ultimate and Baseline Details

ROADWAY ATTRIBUTES							ULTIMATE CONFIGURATION							BASELINE ROW DATA (Developer Obligation)						Ultimate Configuration	Baseline Configuration	Roadway Delta	Cost Allocation	
Map Key	Note #	Roadway	Segment Start	Segment End	Responsible Agency	SEATS Year Complete	Typical Section	ROW Width (ft)	ROW Length (Miles)	ROW Acres	Pond Acres (15% of ROW Area) (10)	ROW + Pond Value = $150,000/ ac.	ROW + Pond Ultimate Cost (2)	ROW Width	ROW Length	ROW Acres	Pond Acres (15% of ROW Area) (10)	ROW + Pond Value = $150,000/ ac.	ROW + Pond Baseline Cost (2)	ROW + Pond Baseline Cost (2)	ROW + Pond Baseline Cost (2)	Agency Obligation	Developer % Cost Share	Agency % Cost Share
Sub-Set I: Agency Obligation for Rodway Delta = Ultimate - Baseline																								
9	8	Kissimmee Park Rd	East Bella Tara Boundary	Ave G	City	2025	4-lane Blvd	122	0.19	2.8	0.42	$ 484,673	$ 524,222	62	0.19	1.4	0.21	$ 246,309	$ 266,408	$ 524,222	$ 266,408	$ 257,814	50.8%	49.2%
10	8	Kissimmee Park Rd	Ave G	Cross Prairie	City	2025	4-lane Blvd	122	0.52	7.6	1.15	$ 1,319,203	$ 1,426,850	62	0.52	3.9	0.58	$ 670,414	$ 725,120	$ 1,426,850	$ 725,120	$ 701,729	50.8%	49.2%
16	-	Blvd D	Ave G	Cross Prairie Parkway	City	2025	2-lane Ave	120	0.44	6.4	0.97	$ 1,110,147	$ 1,200,735	62	0.44	3.3	0.50	$ 573,576	$ 620,380	$ 1,200,735	$ 620,380	$ 580,355	51.7%	48.3%
17	-	Ave G	Blvd D (going south)	Temp Stop	City	2025	2-lane Ave	75.5	0.16	1.5	0.22	$ 252,582	$ 273,192	62	0.16	1.2	0.18	$ 207,418	$ 224,344	$ 273,192	$ 224,344	$ 48,849	82.1%	17.9%
14	-	Cross Prairie Parkway	Gator Bay Slough	WPA Canal	County	2030	4-lane CPP	130	0.89	14.0	2.10	$ 2,419,182	$ 3,183,478	62	0.89	6.7	1.00	$ 1,153,764	$ 1,518,274	$ 3,183,478	$ 1,518,274	$ 1,665,204	47.7%	52.3%
14A	12	Cross Prairie Parkway	Fontana Northern Boundary	Gator Bay Sloug	County	2030	4-lane CPP	130	0.15	2.4	0.35	$ 407,727	$ 536,541	62	0.15	1.1	0.17	$ 194,455	$ 255,889	$ 536,541	$ 255,889	$ 280,652	47.7%	52.3%
1	9	Cross Prairie Parkway	Clay Whaley	Urban Center Southern	County	2030	4-lane CPP	130	0.00	-	0.00	$ -	$ -	62	0.00	-	0.00	$ -	$ -	$ -	$ -	$ -	0.0%	0.0%
3A	-	Clay Whaley	Ave P	Wagon Ct.	City	2025	2-lane Ave	100	0.38	4.6	0.69	$ 794,545	$ 859,380	62	0.38	2.9	0.43	$ 492,618	$ 532,816	$ 859,380	$ 532,816	$ 326,565	62.0%	38.0%
18	-	Ave D	Ave P	Nolte	County	2030	2-lane Ave	100	0.53	6.4	0.96	$ 1,108,182	$ 1,458,292	62	0.53	4.0	0.60	$ 687,073	$ 904,141	$ 1,458,292	$ 904,141	$ 554,151	62.0%	38.0%
						Sub-Set Total				45.78	6.87	$ 7,896,241	$ 9,462,691			24.50	3.67	$ 4,225,627	$ 5,047,371	$ 9,462,691	$ 5,047,371	$ 4,415,320	53.3%	46.7%
Sub-Set II: Agency Obligation for Completion of Interim Framework Road																								
8	7	Cross Prairie Parkway	Ave N	Kissimmee Park	County	2030	4-lane CPP	130	0.23	-	-	$ -	$ -	62	0.23	-	-	$ -	$ -	$ -	$ -	$ -	0.0%	0.0%
8A	7	Cross Prairie Parkway	WPA Canal	Ave N	County	2030	4-lane CPP	130	0.38	-	-	$ -	$ -	62	0.38	-	-	$ -	$ -	$ -	$ -	$ -	0.0%	0.0%
						Sub-Set Total						$ -	$ -					$ -	$ -	$ -	$ -	$ -	0.0%	0.0%
										-	-					-	-							
Sub-Set III: Agency Obligation for Segments 2, 11 & 5 are applied to Segment 12*																								
2	6	Ave P - west of Ave D	Ave D	Clay Whaley	City	2030	2-lane Ave	100	0.89	10.7	1.61	$ 1,850,768	$ 2,435,485	62	0.89	6.7	1.00	$ 1,147,476	$ 1,510,000	$ 2,435,485	$ 1,510,000	$ 925,484	62.0%	38.0%
11	4	Ave G (within ED6 subdivision)	Gator Bay Slough	WPA Canal	City	2035	2-lane Ave	100	0.62	7.5	1.13	$ 1,296,364	$ 2,075,520	62	0.62	4.7	0.70	$ 803,745	$ 1,286,822	$ 2,075,520	$ 1,286,822	$ 788,698	62.0%	38.0%
5	5	Ave N	Cross Priarie Pkwy	Turnpike	City	2025	2-lane Ave	100	0.33	4.0	0.60	$ 690,000	$ 746,304	62	0.33	2.5	0.37	$ 427,800	$ 462,708	$ 746,304	$ 462,708	$ 283,596	62.0%	38.0%
						Sub-Set Total (for Segments 2, 11, & 5 ROW)				22.24	3.34	$ 3,837,132	$ 5,257,309			13.79	2.07	$ 2,379,022	$ 3,259,531	$ 5,257,309	$ 3,259,531	$ 1,997,777	62.0%	38.0%
12	5	Ave G	WPA Canal	Kissimmee Park	City	2035	2-lane Ave	100	0.24	2.9	0.44	$ 501,818	$ 803,427	62	0.24	1.8	0.27	$ 311,127	$ 498,125	$ 803,427	$ 498,125	$ 305,302	62.0%	38.0%
						Sub-Total (for Segment 12 ROW)					0.44	$ 501,818	$ 803,427				0.27	$ 311,127	$ 498,125	$ 803,427	$ 498,125	$ 305,302	62.0%	38.0%
						Agency Obligation for Segments 2, 11, & 5 ROW				2.91						1.80				applied to Segment 12 Construction Calc				
						Sub-Total																$ 305,302		
						Grand Total				70.93	10.64	$ 12,235,191	$ 15,523,427			40.09	6.01	$ 6,915,776	$ 8,805,028	$ 15,523,427	$ 10,802,805	$ 4,720,622	69.6%	30.4%

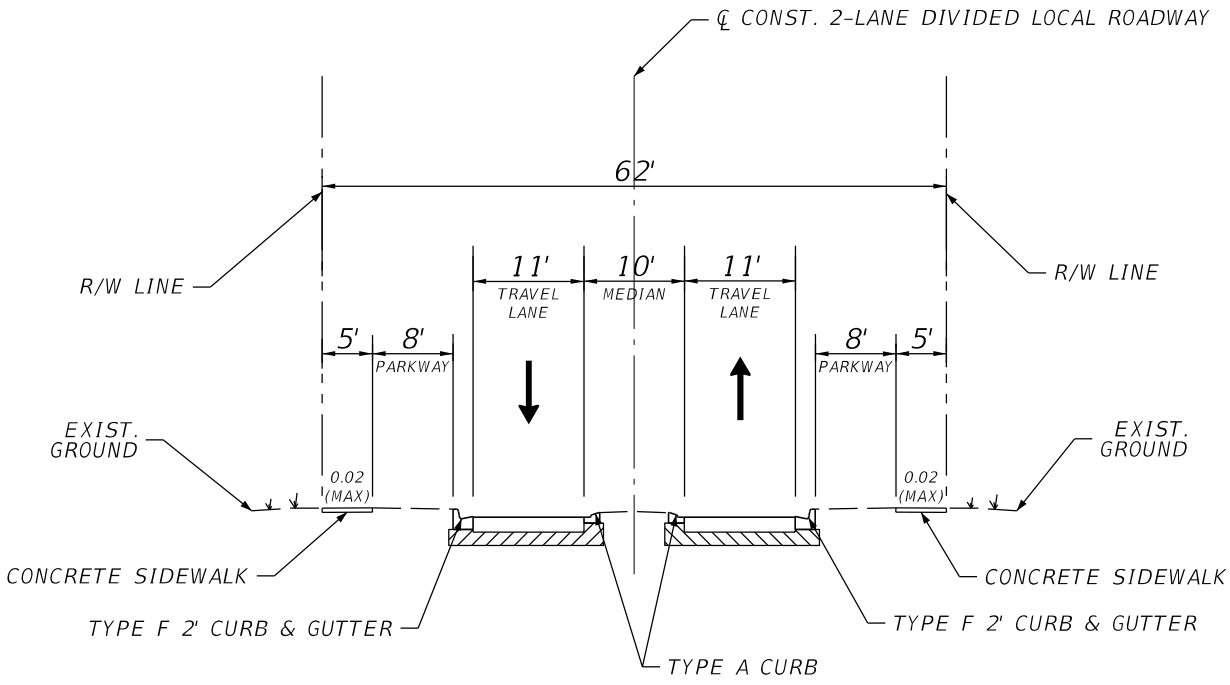
Construction Cost / Mile (1)	Cost
New 2-lane Divided (Ultimate)	$ 6,425,160.85
New 4-lane Divided (Ultimate)	$ 11,162,530.09
Baseline 2-lane	$ 5,823,349.52

Culvert Water Crossing (1)	Crossing Cost
Baseline Crossing	$ 775,000
Ultimate 2-Lane Avenue	$ 1,312,500
Ultimate 4-Lane Boulevard	$ 1,500,000
Ultimate 4-Lane PTC	$ 1,812,500

Notes:

1. Unit costs were developed based on FDOT Long Range Estimates (October 2022 Update)
2. Cost = [(Construction Cost * 1.40)] * [(1 + 4%)^(Buildout Year - 2025)]
3. Roadway Delta = [Ultimate Cost + 40% (Design/CEI/Misc.) + ROW + Escalation] - [Baseline Cost + 40% (Design/CEI/Misc.) + ROW + Escalation]
4. Ave G is not required to meet St Cloud code for access points. However, ultimate section is constructed and ROW conveyed as part of subdivision development.
5. Ultimate section is constructed and ROW conveyed as part of subdivision development (SDP21-043) no credits provided.
6. Ultimate section is constructed and ROW conveyed as part of subdivision development (SDP22-0177) no credits provided.
7. These segments were previously constructed and credited for 2-lanes (per St Cloud res. 2024-024R) in the amount of $1,145,233 for constuction + $278,446 for ROW. The delta calculation shown above is reduced by the credits already recevied for this road segment.
8. Calculation includes only DELTA ROW credits.
9. Existing 130' ROW.
10. It is difficult to calculate the Pond Area that would be needed for the Baseline condition, therefore it is agreed that the Pond Area is 15% of the ROW Area for both the Ultimate & Baseline conditions.

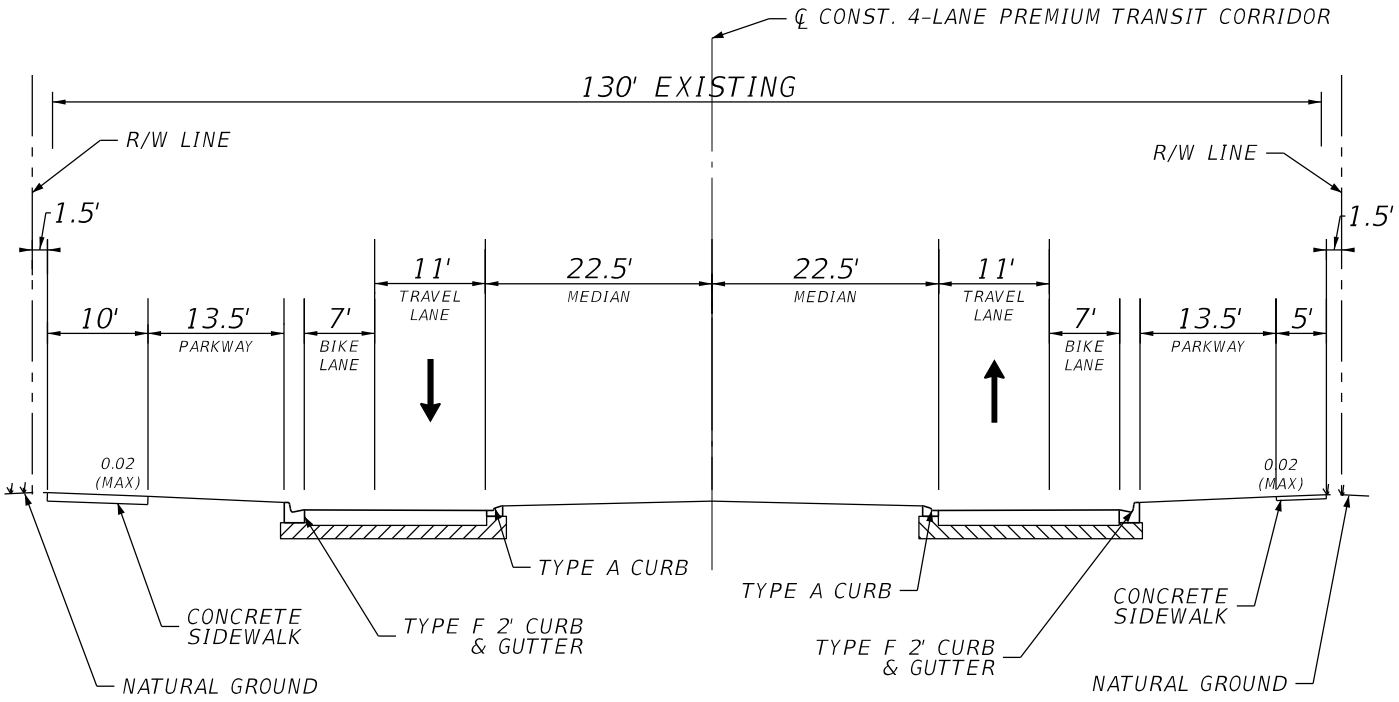
EXHIBIT F – BASELINE TYPICAL SECTION
2-LANE DIVIDED LOCAL ROAD



MAP KEY	ROADWAY
1	CROSS PRAIRIE PARKWAY
18	AVENUE D
2	AVENUE P
3A	CLAY WHALEY ROAD
5	AVENUE N
11	AVENUE G
12	AVENUE G
13	AVENUE G
14	CROSS PRAIRIE PARKWAY
14A	CROSS PRAIRIE PARKWAY
16	BOULEVARD D
17	AVENUE G

EXHIBIT F – BASELINE TYPICAL SECTION*

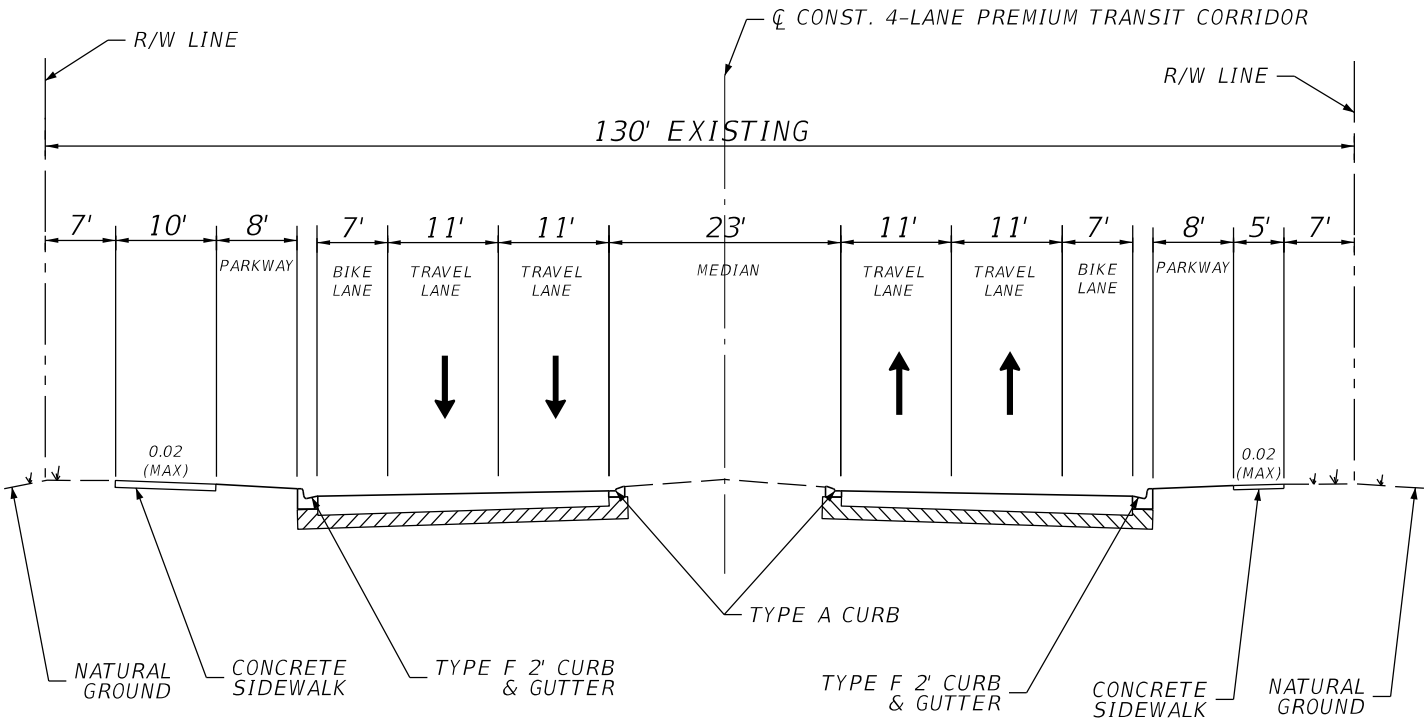
2-LANE CONSTRUCTED OF 4-LANE PREMIUM TRANSIT CORRIDOR



MAP KEY	ROADWAY
8	CROSS PAIRIE PARKWAY
8A	CROSS PAIRIE PARKWAY

*TYPICAL SECTIONS ARE GENERALIZED AND MAY BE MODIFIED TO ADD ELEMENTS SUCH AS ON-STREET PARKING OR OTHER MINOR DESIGN DEVIATIONS.

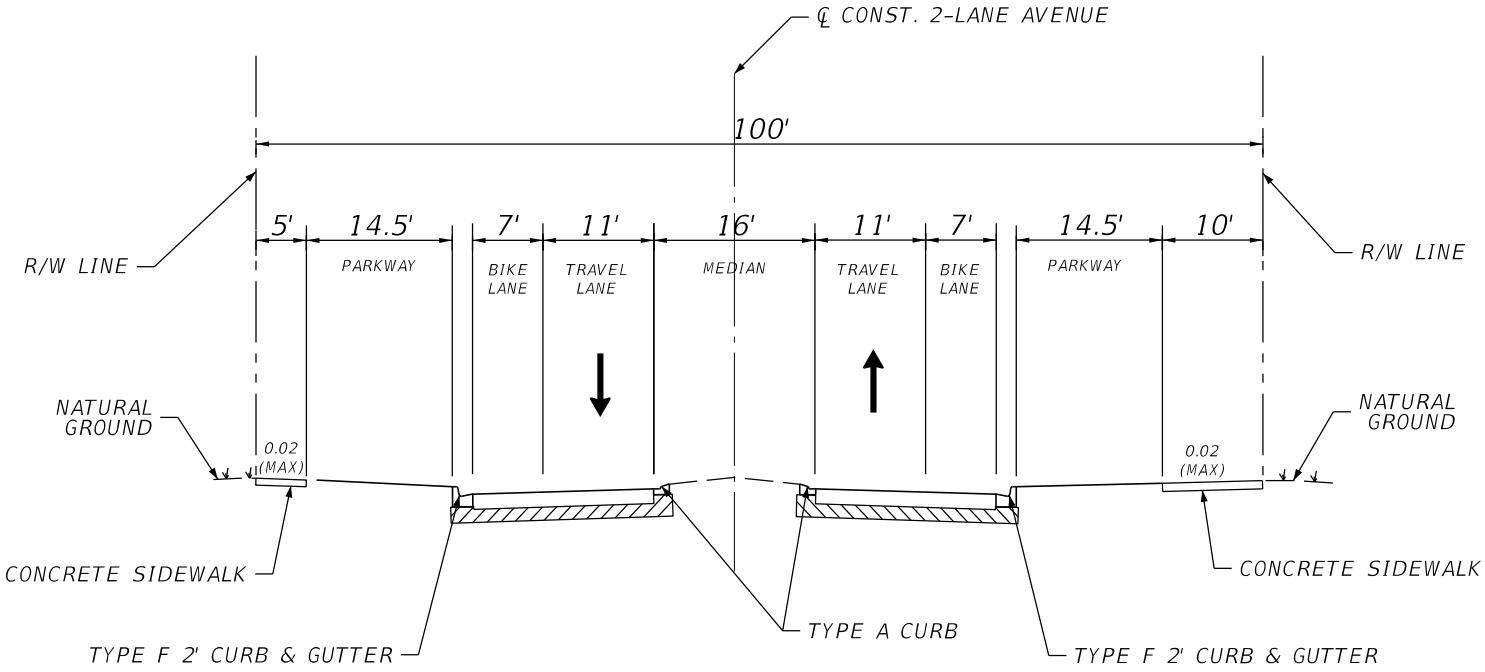
EXHIBIT G – ULTIMATE TYPICAL SECTION
4-LANE PREMIUM TRANSIT CORRIDOR



MAP KEY	ROADWAY	STATUS
1	CROSS PRAIRIE PARKWAY	SDP22-0211 APPROVED

EXHIBIT G – ULTIMATE TYPICAL SECTION*

2-LANE DIVIDED

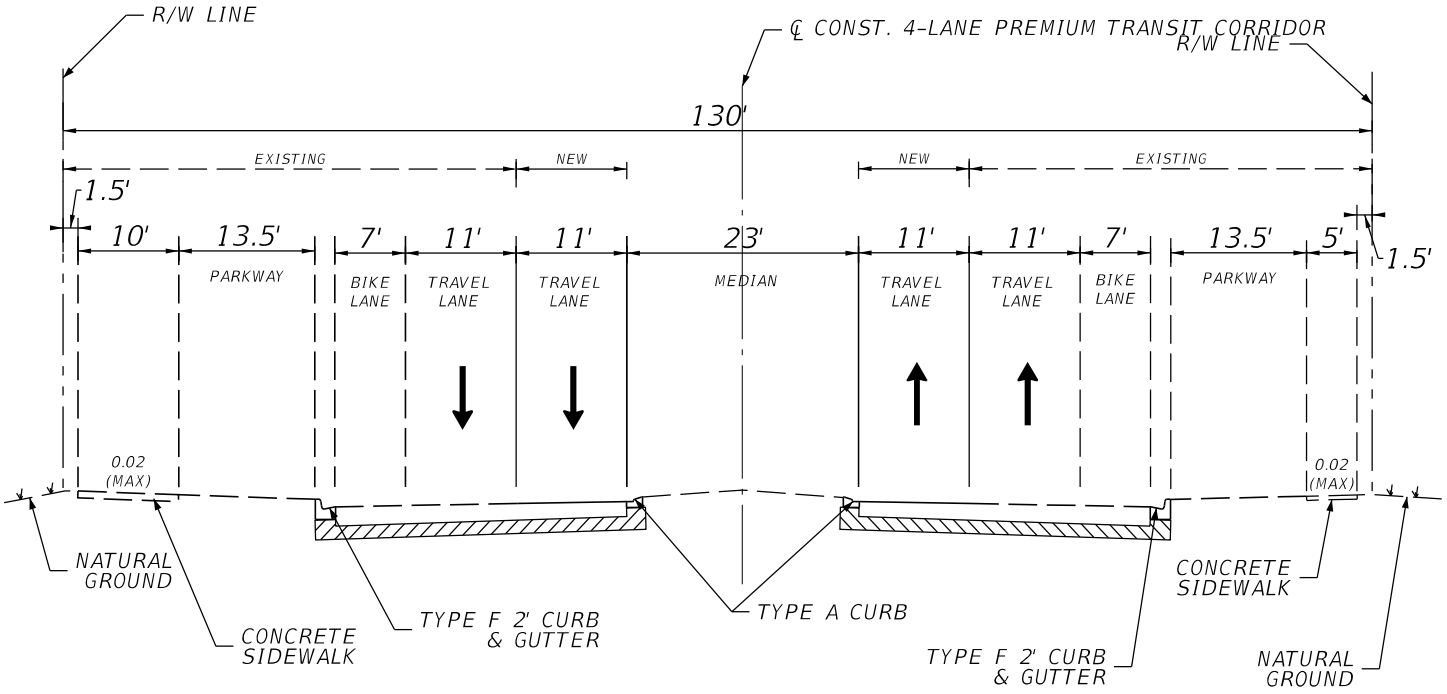


MAP KEY	ROADWAY	STATUS
18	AVENUE D	FUTURE
2	AVENUE P	SDP22-0177 APPROVED IN SUBDIVISION PLANS
3A	CLAY WHALEY ROAD	SDP21-0157 APPROVED & CONSTRUCTED
5	AVENUE N	SDP21-043 APPROVED IN SUBDIVISION PLANS
11	AVENUE G	SUB23-00009 APPROVED IN SUBDIVISION PLANS
12	AVENUE G	FUTURE
13	AVENUE G	FUTURE

*TYPICAL SECTIONS ARE GENERALIZED AND MAY BE MODIFIED TO ADD ELEMENTS SUCH AS ON-STREET PARKING OR OTHER MINOR DESIGN DEVIATIONS.

EXHIBIT G – ULTIMATE TYPICAL SECTION*

4-LANE PREMIUM TRANSIT CORRIDOR

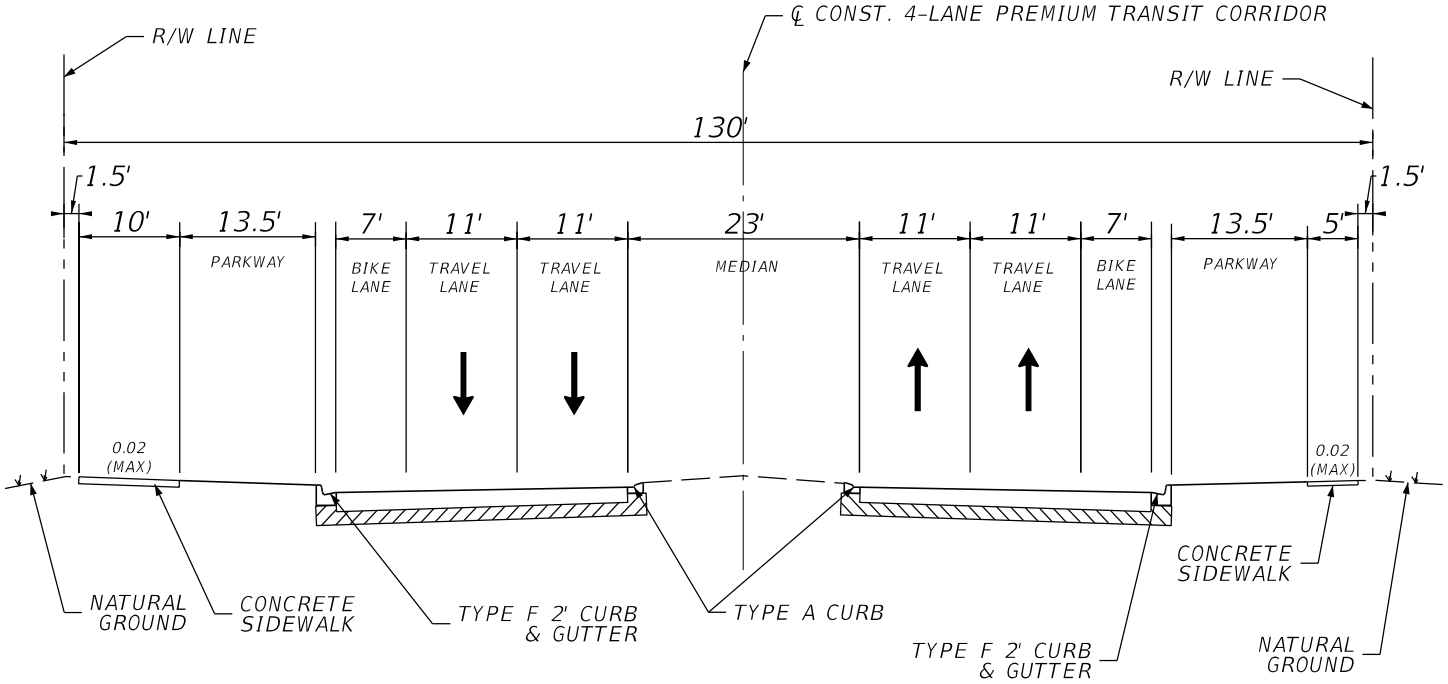


MAP KEY	ROADWAY	STATUS
8A	CROSS PRAIRIE PARKWAY	FUTURE-ADD 2-LANES TO EXISTING
8	CROSS PRAIRIE PARKWAY	FUTURE-ADD 2-LANES TO EXISTING

*TYPICAL SECTIONS ARE GENERALIZED AND MAY BE MODIFIED TO ADD ELEMENTS SUCH AS ON-STREET PARKING OR OTHER MINOR DESIGN DEVIATIONS.

EXHIBIT G – ULTIMATE TYPICAL SECTION*

4-LANE PREMIUM TRANSIT CORRIDOR

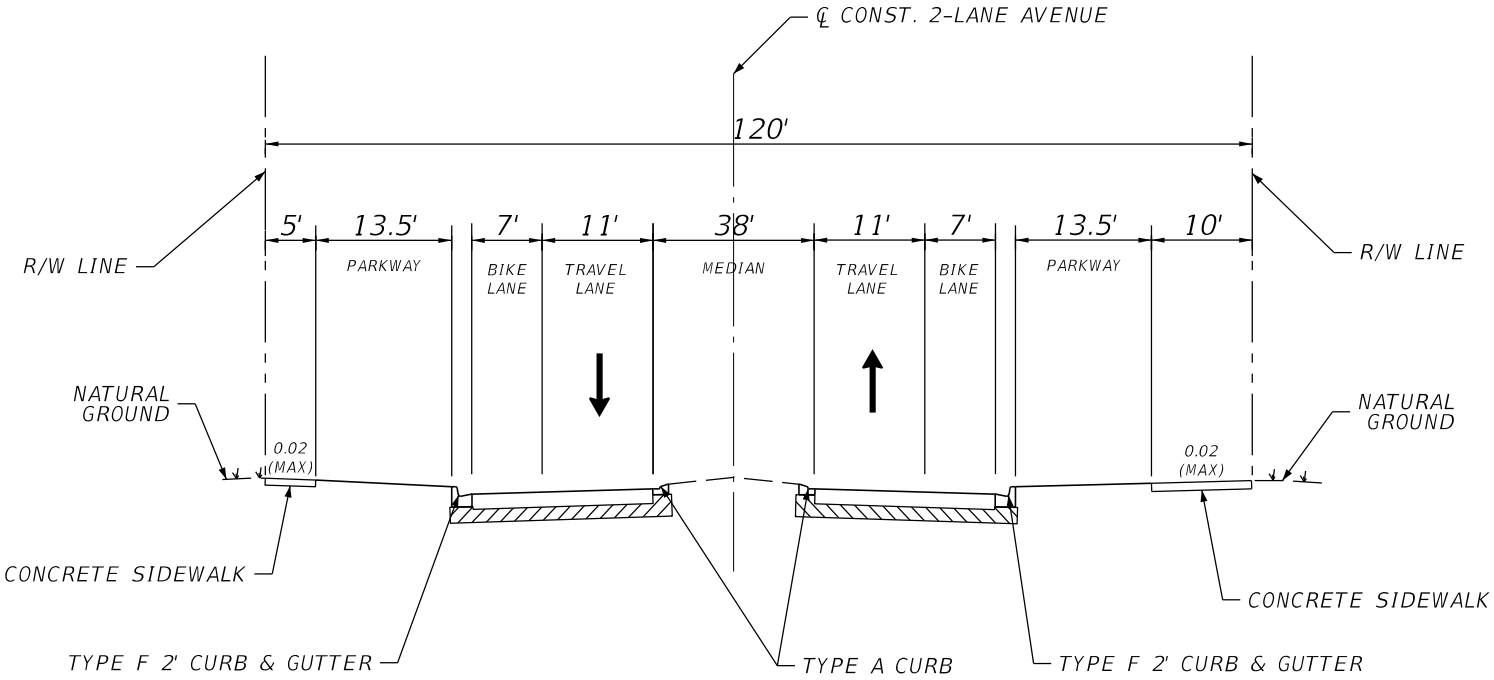


MAP KEY	ROADWAY	STATUS
14	CROSS PRAIRIE PARKWAY	SDP22-0029 APPROVED & CONSTRUCTED SDP23-0143 APPROVED
14A	CROSS PRAIRIE PARKWAY	FUTURE

*TYPICAL SECTIONS ARE GENERALIZED AND MAY BE MODIFIED TO ADD ELEMENTS SUCH AS ON-STREET PARKING OR OTHER MINOR DESIGN DEVIATIONS.

EXHIBIT G – ULTIMATE TYPICAL SECTION*

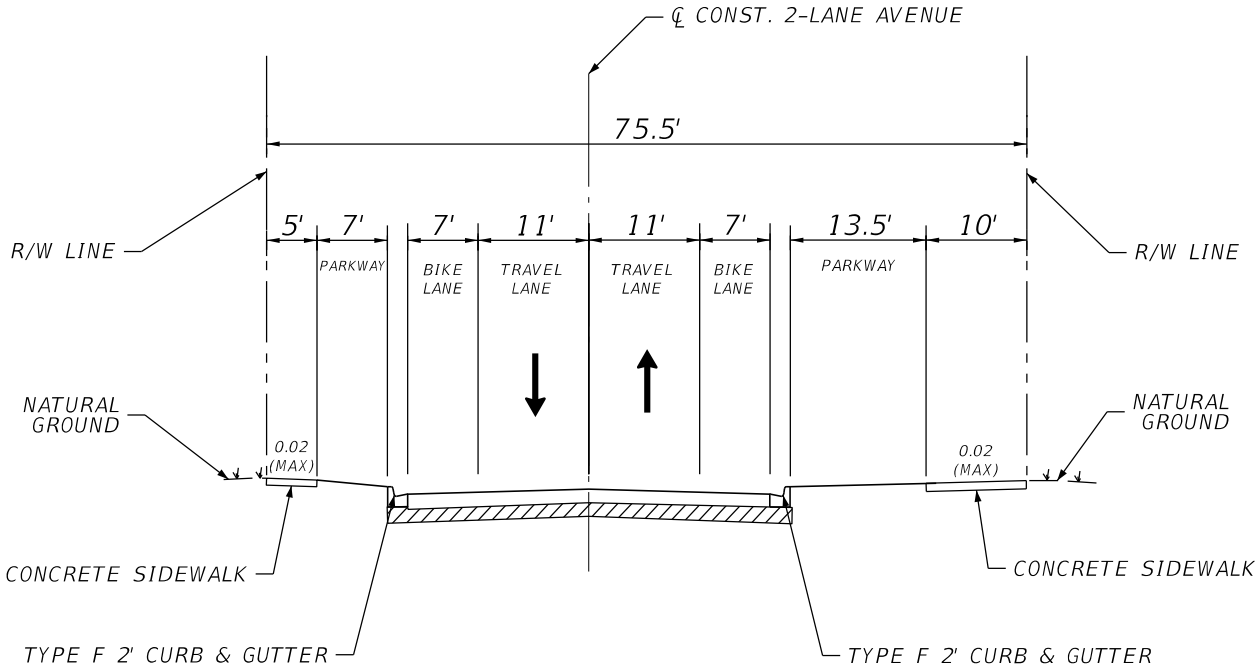
2-LANE DIVIDED W/ROOM FOR 2 ADDITIONAL LANES



MAP KEY	ROADWAY	STATUS
16	BOULEVARD D	SDP21-0183 APPROVED & CONSTRUCTED

*TYPICAL SECTIONS ARE GENERALIZED AND MAY BE MODIFIED TO ADD ELEMENTS SUCH AS ON-STREET PARKING OR OTHER MINOR DESIGN DEVIATIONS.

EXHIBIT G – ULTIMATE TYPICAL SECTION*
2-LANE UNDIVIDED



MAP KEY	ROADWAY	STATUS
17	AVENUE G	SDP21-0163 APPROVED & CONSTRUCTED

*TYPICAL SECTIONS ARE GENERALIZED AND MAY BE MODIFIED TO ADD ELEMENTS SUCH AS ON-STREET PARKING OR OTHER MINOR DESIGN DEVIATIONS.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

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

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

TEMPORARY CONSTRUCTION EASEMENT
[OFFSITE FORCEMAIN PROJECT]

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement Agreement**") is made and entered into to be effective the 21st day of April 2025 (the "**Effective Date**"), by and between:

Edgewater Property Holdings, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, a Delaware limited liability company, whose address is 401 E. Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 ("**Landowner**" or "**Grantor**"); and

Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida ("**District**" or "**Grantee,**" and together with the Grantor, the "**Parties**").

RECITALS

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

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

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the City of St. Cloud, Osceola County, Florida, including the area more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**"); and

WHEREAS, Grantee has requested that Grantor grant to Grantee a temporary construction, access and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements ("**Improvements**"), as set forth in that certain *Cross Prairie Parkway to Cord Avenue Offsite Force Main – Edgewater East CDD Construction Agreement* by and between the District and Jr. Davis Construction Company, Inc., dated November

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 04/30/2025 12:47:41 PM RECEIPT # 3043242
Rec Fees 120.50 EXTRA NAMES
CFN# 2025054408 BK 6779 PG 1475 PAGE 1 OF 14

11, 2024, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

2. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantee a temporary easement over, upon, under, through, and across the Easement Area for ingress and egress and for the construction, installation, maintenance, repair and replacement of the Improvements ("**Easement**"). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. The Easement shall terminate automatically, without the recording of any additional instrument, with respect to any lands comprising a portion of the Easement Area which are (1) platted as residential lots, (2) conveyed to the District, a school district or other local, state or federal government, or agency, or 3) conveyed to a public or private utility. Notwithstanding the foregoing, Grantor and Grantee hereby agree to execute and record any documents necessary to evidence the termination of this Easement if so requested.

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

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

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

5. INDEMNITY. To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the District by law, Grantee shall, and

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

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

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

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

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

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

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

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

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

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

A.	**If to District:**	Edgewater East Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: Craig Wrathell
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: Michael C. Eckert
B.	**If to Landowner:**	Edgewater Property Holdings, LLC, doing business in Florida as Edgewater Property Florida Holdings, LLC 401 E. Las Olas Boulevard, Suite 1870 Ft. Lauderdale, Florida 33301 Attn: Noah Breakstone
	With a copy to:	Edgewater Property Holdings, LLC, doing business in Florida as Edgewater Property Florida Holdings, LLC 4798 New Broad Street, Suite 220 Orlando, Florida 32814 Attn: Kevin Mays
	With a copy to:	Edgewater Property Holdings, LLC, doing business in Florida as

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

And with a copy to:

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

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

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

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

14. NO DEDICATION. Nothing contained in this Easement Agreement shall in any way be construed as a dedication of any portion of the Easement Area for public use, and all of the easements herein created are private and do not constitute grants for public use.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: Philip Vargas
Address: 4768 New Broad St
Orlando, FL 32814

Print Name: Kevin Kramer
Address: 4768 New Broad St
Orlando, FL 32814

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

By: _____
Chairperson/Vice Chairperson

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16th day of April 2025, by the Chairperson/Vice Chairperson of the Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of District. He is personally known to me or has produced _____ as identification.

JODY F. PINO
MY COMMISSION # HH 472373
EXPIRES: April 12, 2028

Print Name: Jody F. Pino
Notary Public, State of Florida
Commission No.: HH 472373
My Commission Expires: 4/12/2028

{Notary Seal}

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Signed, sealed and delivered in the presence of:

WITNESSES:

Witness Signature
Printed name: Lizette Cervantes
Address: 9 Old Kings Hwy S., FL 4
Darien, CT 06820

Witness Signature
Printed name: Gloria Delgado
Address: 9 Old Kings Hwy S., FL 4
Darien, CT 06820

Witness Signature
Printed name: Lizette Cervantes
Address: 9 Old Kings Hwy S., FL 4
Darien, CT 06820

Witness Signature
Printed name: Gloria Delgado
Address: 9 Old Kings Hwy S., FL 4
Darien, CT 06820

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

By:
By: Jordan Socaransky
Its: Vice President

By:
By: Marc Porosoff
Its: Vice President and Secretary

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of ■ physical presence or ■ online notarization, this 21st day of April 2025, by Jordan Socaransky as VP of Edgewater Property Holdings, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, a Delaware limited liability company, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

Margaret Ficano
NOTARY PUBLIC, STATE OF CT

(NOTARY SEAL)

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

MARGARET FICANO
Notary Public, State of Connecticut
My Commission Expires July 31, 2025

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STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of ■ physical ~~presence~~ or ■ online notarization, this 21st day of April 2025, by Marc Poposoff as VP of Edgewater Property Holdings, LLC doing business in Florida as Edgewater Property Florida Holdings, LLC, a Delaware limited liability company, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

Margaret Ficano
NOTARY PUBLIC, STATE OF CT

(NOTARY SEAL)

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

MARGARET FICANO
Notary Public, State of Connecticut
My Commission Expires July 31, 2025

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Exhibit A – Legal Description

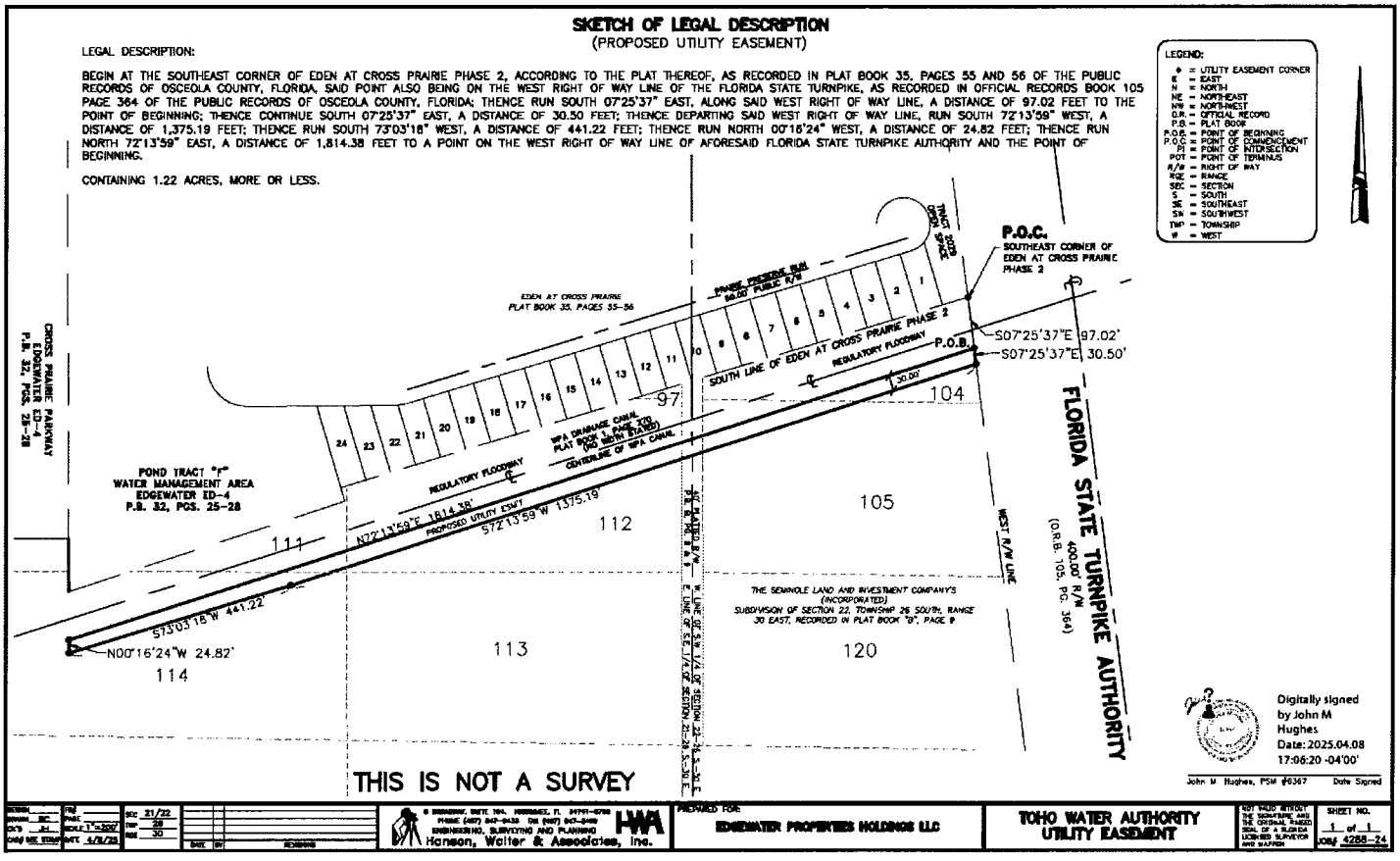

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EXHIBIT B-1
GRANTEE'S INSURANCE REQUIREMENTS

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

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

(a) Prior to the performance of any work or services in connection with the Agreement, Grantee will file with Grantor certificates of insurance and Grantor requested endorsements, if applicable, showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Grantor, or failure of Grantee to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert Grantee's obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Grantee shall provide Grantor with evidence of renewal insurance in form as acceptable to Grantor.

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

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

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EXHIBIT B-2

CONTRACTOR, SUBCONTRACTOR, CONSULTANT, MATERIALMEN AND VENDOR INSURANCE REQUIREMENTS

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

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

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

1. *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:

   a. has limits of not less than the greater of (A) $1,000,000 each occurrence, $2,000,000 general aggregate (per-project), and $2,000,000 products-completed operations aggregate;
   b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor's indemnity obligations under any applicable agreement;
   c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (*e.g.*, if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);
   d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (*e.g.*, a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and
   e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

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

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

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

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

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

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

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

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and do not include a deductible or self-insured retention in excess of $10,000 (or $50,000 for professional liability) except with prior written approval.

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

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

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EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BI

Edgewater East Community Development District

Change order to Purchase Order #2225-01

Change Order No. 3

Project: Cross Prairie Parkway to Cord Ave. Offsite Force Main

Date 2/24/2025

Owner: Edgewater East CDD

Seller: Ferguson Waterworks

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	DR for 30" HDPE resolution & Bore depths adjustment	Add	$ 34,219.00

Net Change Order Amount $ 34,219.00

Purchase Order Amount Prior to Change Order $ 3,648,397.06

Revised Purchase Order Amount $ 3,682,616.06

Comments

Acceptable To: Ferguson Waterworks — Date 2/25/25

Acceptable To: Michael Spain — Jr. Davis Construction Company, Inc. — Date

Digitally signed by Michael Spain
DN: C=US, E=michael.spain@jr-davis.com, CN=Michael Spain
Reason: I have reviewed this document
Date: 2025.02.26 07:19:21-05'00'

Approved By: Edgewater East Community Development District — Date 5/27/25

FERGUSON WATERWORKS

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

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

Deliver To:
From: Nicholas Pellegrino
nicholas.pellegrino1@ferguson.com
Comments:

FEL-ORLANDO WATERWORKS #126
Price Quotation
Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B634656
Bid Date: 02/19/25
Quoted By: NP

Cust Phone: 561-571-0010
Terms: NET 10TH PROX

Customer: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
C/O JR DAVIS
BOCA RATON, FL 33431

Ship To: EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
C/O JR DAVIS
BOCA RATON, FL 33431

Cust PO#: 30" HDPE

Job Name: 2225 CROSS PRAIRIE OFFSIT

Item	Description	Quantity	Net Price	UM	Total
	==========				
	30" DR11 TO BE ADDED				

SP-PED11GN3050	30X50 DIPS SDR11 HDPE PIPE GREEN	1400	11599.000	C	162386.00
	SUBTOTAL				162386.00
	==========				-128167.00

	30" DR17 TO BE DEDUCTED				

PED17A3050	30X50 DIPS DR17 HDPE PIPE	1300	9859.000	C	128167.00
	SUBTOTAL				0.00
	==========				-128167.00

Net Total:	$34219.00
Tax:	$0.00
Freight:	$0.00
Total:	$34219.00

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=126&on=70107

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BII

Edgewater East Community Development District

Change order to Purchase Order #2225-01

Change Order No. 4

Project: Cross Prairie Parkway to Cord Ave. Offsite Force Main

Date 5/23/2025

Owner: Edgewater East CDD

Seller: Ferguson Waterworks

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Quote B642798-Reclaim connect to existing 12"GV	Add	$ 4,821.00
2	Quote B642917-RFIs Conflicts on RFCO02	Add	$ 66,708.00
3	Quote B642927-RFIs Conflicts on RFCO02	Add	$ 41,564.00

Net Change Order Amount $ 113,093.00

Purchase Order Amount Prior to Change Order $ 3,682,616.06

Revised Purchase Order Amount $ 3,795,709.06

Comments

Acceptable To: Ferguson Waterworks — Date 5/23/25

Acceptable To: Michael Spain — Jr. Davis Construction Company, Inc. — Date

Approved By: Edgewater East Community Development District — Date 5/27/25

FERGUSON WATERWORKS

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

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

Deliver To:
From: **Nicholas Pellegrino**
nicholas.pellegrino1@ferguson.com
Comments:

FEL-ORLANDO WATERWORKS #126
Price Quotation
Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B642798
Bid Date: 05/16/25
Quoted By: NP

Cust Phone: 561-571-0010
Terms: NET 10TH PROX

Customer:
EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
C/O JR DAVIS
BOCA RATON, FL 33431

Ship To:
EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
C/O JR DAVIS
BOCA RATON, FL 33431

Cust PO#: 2225-01

Job Name: 2225 CROSS PRAIRIE OFFSIT

Item	Description	Quantity	Net Price	UM	Total
DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	20	38.750	FT	775.00
MJ4LA12	12 MJ C153 45 BEND L/A	4	419.000	EA	1676.00
MJRLA1612	16X12 MJ C153 RED L/A	1	543.000	EA	543.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	9	173.000	EA	1557.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	1	270.000	EA	270.00

Net Total:	$4821.00
Tax:	$0.00
Freight:	$0.00
Total:	$4821.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=126&on=70107

FERGUSON WATERWORKS

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

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

Deliver To:
From: **Nicholas Pellegrino**
nicholas.pellegrino1@ferguson.com
Comments:

FEL-ORLANDO WATERWORKS #126
Price Quotation
Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B642917
Bid Date: 05/19/25
Quoted By: NP

Cust Phone: 561-571-0010
Terms: NET 10TH PROX

Customer:
EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
C/O JR DAVIS
BOCA RATON, FL 33431

Ship To:
EDGEWATER EAST CDD
2300 GLADES RD
SUITE 410W
C/O JR DAVIS
BOCA RATON, FL 33431

Cust PO#: 2225-01

Job Name: 2225 CROSS PRAIRIE OFFSIT

Item	Description	Quantity	Net Price	UM	Total
DDMB2445CTF	24 MJ C153 PERMOX 45 BEND L/A *X	3	2892.000	EA	8676.00
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	8	545.000	EA	4360.00
DDML20CTF	20 MJ C153 PERMOX LONG SLV L/A *X	1	1867.000	EA	1867.00
SSLCE20AP	20 PVC WDG REST *ONELOK W/A	2	465.000	EA	930.00

	24X4 ARV ASY (1)				

DDMT246CTF	24X6 MJ C153 PERMOX TEE L/A *X	2	3286.000	EA	6572.00
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	2	545.000	EA	1090.00
MJSEBRP4LAUP	6X4 SEMJ C153 P-401 RED L/A	1	368.000	EA	368.00
SSLDE6AP	6 DI WDG REST *ONELOK W/A	1	53.000	EA	53.00
DDMB490CTF	4 MJ C153 PERMOX 90 BEND L/A *X	1	250.000	EA	250.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	2	51.000	EA	102.00
AFC2504MMLAOL	4 DI MJ RW OL GATE VLV L/A	1	670.000	EA	670.00
I461SS	2PC SC CI VLV BX 19-22 SWR	1	79.000	EA	79.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	28.000	EA	28.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
SP-PFPMJFLG454	4"X5'X4' MJXFLG HDPE PIPE W/ 90	1	1695.000	EA	1695.00
FNWNBGS61RF8P	4 316 SS 150# RR FF 1/8 FLG PKG	1	40.000	EA	40.00
SP-H986FARVSSP	4 FLG H-TEC 986 SS ARV	1	4055.000	EA	4055.00
WPH30G	13X16X32 GREE POLY ARV ENC	1	595.000	EA	595.00
P40SMAJ	1-1/2 PVC S40 SXM ADPT	1	2.000	EA	2.00
P40BEPJ20	1-1/2X20 FT PVC S40 BE PIPE	20	89.000	C	17.80
P40S9J	1-1/2 PVC S40 SXS 90 ELL	2	2.000	EA	4.00
P40SCAPJ	1-1/2 PVC S40 SOC CAP	1	2.000	EA	2.00

DDMB2411CTF	24 MJ C153 PERMOX 11-1/4 BEND L/A	4	2999.000	EA	11996.00
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	8	545.000	EA	4360.00
DR25GPP	4 C900 DR25 PVC GJ GREE PIPE	80	3.740	FT	299.20
DDMB2422CTF	24 MJ C153 PERMOX 22-1/2 BEND L/A	2	3150.000	EA	6300.00
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	4	545.000	EA	2180.00
DDMB490CTF	4 MJ C153 PERMOX 90 BEND L/A *X	2	250.000	EA	500.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	16	51.000	EA	816.00
MJRP4LA12U	12X6 MJ C153 P-401 RED L/A	1	902.000	EA	902.00
SPWPC24	24 SIGMA BELL REST F/ C900 *PVLOK	6	1235.000	EA	7410.00
MJSPP4U	6 MJ C153 P-401 SLD PLUG	1	442.000	EA	442.00

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Scan the QR code or use the link below to
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https://survey.medallia.com/?bidsorder&fc=126&on=70107

FERGUSON WATERWORKS

FEL-ORLANDO WATERWORKS #126
Price Quotation

Fax: 407-859-9561

15:44:06 MAY 19 2025
Reference No: B642917

Item	Description	Quantity	Net Price	UM	Total
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	1	29.000	EA	29.00

Net Total:	$66708.00
Tax:	$0.00
Freight:	$0.00
Total:	$66708.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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https://survey.medallia.com/?bidsorder&fc=126&on=70107

FERGUSON WATERWORKS

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

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

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nicholas.pellegrino1@ferguson.com
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Cust PO#: 2225-01

Job Name: 2225 CROSS PRAIRIE OFFSIT

Item	Description	Quantity	Net Price	UM	Total
TAPBFPK	4X2 DI C110 125# TAP BLND FLG	1	133.000	EA	133.00
FNWNBGS61RF8P	4 316 SS 150# RR FF 1/8 FLG PKG	1	40.000	EA	40.00

DDMR2420CTF	24X20 MJ C153 PERMOX RED L/A *X	1	2884.000	EA	2884.00

DDMB2445CTF	24 MJ C153 PERMOX 45 BEND L/A *X	4	2892.000	EA	11568.00
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	8	545.000	EA	4360.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	15	51.000	EA	765.00
SPWPC24	24 SIGMA BELL REST F/ C900 *PVLOK	12	1235.000	EA	14820.00
3M7100254633	6X500 FT 7904 EMS SWR TAPE GREE	2	1225.000	EA	2450.00
MJSEBRP4LAUP	6X4 SEMJ C153 P-401 RED L/A	3	368.000	EA	1104.00
SVB630236	30 RISE SCRW VLV BX EXT 36 TOT HGT	20	69.000	EA	1380.00
IVBSTS26	26 SC VLV BX TOP SECT	10	76.000	EA	760.00
SVB630224	18 RISE SCRW VLV BX EXT 24 TOT HGT	10	58.000	EA	580.00
PS41110	4 FT GATE VLV STEM EXT W/ C/PLT	10	72.000	EA	720.00

Net Total:	$41564.00
Tax:	$0.00
Freight:	$0.00
Total:	$41564.00

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https://survey.medallia.com/?bidsorder&fc=126&on=70107

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS C

ASSIGNMENT OF IMPACT FEE CREDITS

(ED6)

THIS ASSIGNMENT OF IMPACT FEE CREDITS (this "**Assignment**") is made and entered into as of the ___ day of April, 2025 (the "**Effective Date**"), by and between, **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**," and, together with Edgewater, collectively, "**Assignor**"), and **K. HOVNANIAN FOUR SEASONS AT CROSSPRAIRIE, LLC**, a Florida limited liability company ("**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, as seller, and K. Hovnanian's Florida Operations, LLC, a Florida limited liability company, ("**Original Purchaser**"), as purchaser, are parties to that certain Purchase and Sale Agreement with an effective date of September 20, 2023 (as at any time amended) (the "**Purchase Contract**"), as such Purchase Contract was assigned by Original Purchaser to K. Hovnanian's Four Seasons At Crossprairie, LLC, a Florida limited liability company ("**K.Hov Purchaser**") and then subsequently assigned by K.Hov Purchaser to Tamarack-Land – Crossprairie, LLC, a Delaware limited liability company, to which Assignor agreed to sell and Assignee agreed to purchase certain real property (the "**Property**") described on **Exhibit "A"** attached hereto and made a part hereof.

WHEREAS, on December 2, 2024, pursuant to the Purchase Contract, Assignor conveyed to Assignee fee simple title to the Property.

WHEREAS, Assignor is entitled to certain water and sewer impact fee credits relating to the Property, as set forth on **Exhibit B** attached hereto and incorporated herein (the "**Impact Fee Credits**"), from Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature (**"Toho Water Authority"**), for the upsizing of certain oversized facilities for the Edgewater ED-5 Roadway Phase 1 project, and the District previously funded and constructed the upsizing improvements and is therefore entitled to any reimbursement or Impact Fee Credits generated as a result of the upsizing construction pursuant to that Agreement for Reimbursement of Upsizing of Water Main, Force Main, and Reuse Water Main for Edgewater ED-5 Roadway Phase 1 dated as of January 14, 2025, between Toho Water Authority and District.

WHEREAS, in connection with such closing, pursuant to Section 11.9 of the Purchase Contract, Assignee is required to purchase from Assignor such Impact Fee Credits relating to the Property, as set forth on **Exhibit B** attached hereto and incorporated herein.

WHEREAS, Assignor desires to assign the Impact Fee Credits to Assignee and desires to direct Toho Water Authority to issue such credits in the name of the Assignee.

NOW, THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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

2. Defined Terms. Unless expressly defined herein, all capitalized terms used herein shall have the meaning given to such term in the Purchase Contract.

3. Assignment of Impact Fee Credits. Assignor hereby transfers, assigns and conveys to Assignee the Impact Fee Credits and Assignee hereby assumes all of Assignor's right, title and interest in and to the Impact Fee Credits.

4. Representations. Assignor hereby represents and warrants to Assignee that (i) Assignor's interest in the Impact Fee Credits is free and clear of any claims, liens or interests; (ii) Assignor has full authority and right to enter into this Assignment; and (iii) Assignor has not previously assigned, conveyed or pledged such Impact Fee Credits.

5. Covenant. Assignee shall not apply for more water and sewer impact fee credits from Toho Water Authority than the Impact Fee Credits set forth in this Assignment. In the event that Assignee applies for and obtains water and sewer impact fee credits in excess (the "**Excess Impact Fee Credits**") of the Impact Fee Credits set forth in this Assignment then Assignee shall reimburse the District within five (5) days of Assignee's receipt of such Excess Impact Fee Credits in the amount of the Excess Impact Fee Credits.

6. Cooperation. Assignor and Assignee hereby agree to cooperate in good faith with one another to effectuate this Assignment, including, without limitation, so long as there is no expense to Assignor, the execution of documents reasonably required by Toho Water Authority to formally transfer the Impact Fee Credits to Assignee.

7. Binding Effect. This Assignment and the rights and duties hereby created shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8. Governing Law. This Assignment shall be governed by the laws of the State of Florida.

9. Counterparts. This Assignment may be executed by the Parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document. No direct or indirect members, managers, officers, directors or employees of Assignor shall have any personal liability in connection with this Assignment.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

Edgewater East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

By: _____
Name: KEVIN MAYS
Title: VICE CHAIR

[Signature Page of Assignee to Follow]

ASSIGNEE:

K. HOVNANIAN FOUR SEASONS AT CROSSPRAIRIE, LLC, a Florida limited liability company

By:_____
Name: Richard Selikoff
Title: Division President

EXHIBIT A
PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 30 EAST; THENCE RUN SOUTH 00°00'43" EAST ALONG THE WEST LINE OF AFORESAID SECTION 27, A DISTANCE OF 1,068.14 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 318.89 FEET; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 173.52 FEET; THENCE RUN NORTH 89°56'47" WEST, A DISTANCE OF 58.74 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 69°54'16" WEST AND A CHORD DISTANCE OF 51.67 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°17'54", A DISTANCE OF 52.75 FEET; THENCE RUN SOUTH 49°45'19" WEST, A DISTANCE OF 28.79 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 24°28'08" WEST AND A CHORD DISTANCE OF 64.07 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°34'22", A DISTANCE OF 66.20 FEET; THENCE RUN SOUTH 00°49'03" EAST, A DISTANCE OF 128.94 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 500.00 FEET, A CHORD BEARING OF SOUTH 00°10'29" WEST AND A CHORD DISTANCE OF 17.32 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°59'04", A DISTANCE OF 17.32 FEET; THENCE RUN SOUTH 01°10'01" WEST, A DISTANCE OF 168.43 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 32°09'17" EAST AND A CHORD DISTANCE OF 54.93 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°38'36", A DISTANCE OF 58.16 FEET; THENCE RUN SOUTH 65°28'35" EAST, A DISTANCE OF 202.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING OF SOUTH 75°42'12" EAST AND A CHORD DISTANCE OF 42.61 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°27'13", A DISTANCE OF 42.84 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CHORD BEARING OF SOUTH 42°57'54" EAST AND A CHORD DISTANCE OF 133.58 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°55'48", A DISTANCE OF 146.98 FEET; THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 415.56 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FLORIDA TURNPIKE (STATE ROAD 91); THENCE RUN SOUTH 07°25'37" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF FLORIDA TURNPIKE, A DISTANCE OF 686.60 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF FLORIDA TURNPIKE, RUN NORTH 90°00'00" WEST, A DISTANCE OF 1,022.95 FEET; THENCE RUN NORTH 00°00'00" EAST, A DISTANCE OF 133.22 FEET; THENCE RUN NORTH 00°00'06" WEST, A DISTANCE OF 60.00

FEET; THENCE RUN NORTH 01°35'32" EAST, A DISTANCE OF 68.13 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 196.00 FEET, A CHORD BEARING OF NORTH 44°53'04" WEST AND A CHORD DISTANCE OF 284.24 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°57'12", A DISTANCE OF 317.98 FEET; THENCE RUN SOUTH 88°38'20" WEST, A DISTANCE OF 66.33 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 120.14 FEET; THENCE RUN SOUTH 00°05'27" EAST, A DISTANCE OF 56.50 FEET; THENCE RUN NORTH 90°00’00” WEST, A DISTANCE OF 105.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 44°49'26" WEST AND A CHORD DISTANCE OF 21.27 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°18'16", A DISTANCE OF 23.64 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 00°00'00" WEST, A DISTANCE OF 6.59 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 45°00'00" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 685.00 FEET; THENCE RUN NORTH 00°00'00" EAST, A DISTANCE OF 170.00 FEET; THENCE RUN NORTH 89°59'58" WEST, A DISTANCE OF 131.62 FEET; THENCE RUN NORTH 87°19'38" WEST, A DISTANCE OF 38.57 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING OF SOUTH 45°16'01" WEST AND A CHORD DISTANCE OF 272.38 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°48'43", A DISTANCE OF 306.13 FEET; THENCE RUN SOUTH 02°08'21" EAST, A DISTANCE OF 50.13 FEET; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 458.60 FEET; THENCE RUN NORTH 80°27'40" WEST, A DISTANCE OF 66.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF NORTH 85°13'50" WEST AND A CHORD DISTANCE OF 18.96 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°32'20", A DISTANCE OF 18.98 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 87.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 45°00'00" WEST AND A CHORD DISTANCE OF 28.28 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET; THENCE RUN NORTH 00°00'00" EAST, A DISTANCE OF 1,171.43 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 1,132.50 FEET, A CHORD BEARING OF NORTH 14°59'52" EAST AND A CHORD DISTANCE OF 586.14 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°59'44", A DISTANCE OF 592.89 FEET; THENCE RUN NORTH 29°59'44" EAST, A DISTANCE OF 427.03 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWEST, HAVING A RADIUS OF 1,267.51 FEET, A CHORD BEARING OF NORTH 23°58'57" EAST AND A CHORD DISTANCE OF 265.55 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°01'33", A DISTANCE OF 266.04 FEET TO A POINT OF CUSP ON A

NON TANGENT CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 21°00'55" EAST AND A CHORD DISTANCE OF 25.16 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 77°58'10", A DISTANCE OF 27.22 FEET; THENCE RUN SOUTH 60°00'00" EAST, A DISTANCE OF 104.85 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 114.00 FEET, A CHORD BEARING OF SOUTH 55°49'33" EAST AND A CHORD DISTANCE OF 16.60 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°20'54", A DISTANCE OF 16.61 FEET; THENCE RUN SOUTH 51°39'06" EAST, A DISTANCE OF 70.04 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 86.00 FEET, A CHORD BEARING OF SOUTH 58°30'50" EAST AND A CHORD DISTANCE OF 20.55 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°43'27", A DISTANCE OF 20.60 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 475.00 FEET, A CHORD BEARING OF SOUTH 70°28'50" EAST AND A CHORD DISTANCE OF 84.53 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°12'34", A DISTANCE OF 84.64 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT, CONCAVE NORTHWEST, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 62°49'30" EAST AND A CHORD DISTANCE OF 19.91 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°10'45", A DISTANCE OF 21.78 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 1,379.00 FEET, A CHORD BEARING OF NORTH 20°54'04" EAST AND A CHORD DISTANCE OF 16.10 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°40'08", A DISTANCE OF 16.10 FEET; THENCE RUN SOUTH 69°26'00" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 32°36'06" EAST AND A CHORD DISTANCE OF 24.01 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°20'12", A DISTANCE OF 27.84 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 475.00 FEET, A CHORD BEARING OF SOUTH 87°53'06" EAST AND A CHORD DISTANCE OF 35.06 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°13'48", A DISTANCE OF 35.07 FEET; THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 461.24 FEET; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 45°00'00" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 105.00 FEET; THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 305.00 FEET; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 3.00 FEET; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 3.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 45°00'00" WEST AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 105.00 FEET; THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 131.37 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 81.14 ACRES, MORE OR LESS.

EXHIBIT B
IMPACT FEE CREDITS

Water Credits: $180,926.50

Sewer Credits: $186,663.50

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS D

CONSTRUCTION AGREEMENT

Date: The later of the dates under the parties' signatures, per Section 6 below
Property: ED2 Clay Whaley Road, Phase 2 - Landscape and Irrigation Work
Owner: Edgewater East Community Development District
Contractor: SSS Down to Earth Opco, LLC, dba - Down to Earth

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

Owner and Contractor consequently agree as follows:

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

Exhibit A.	General Conditions
Exhibit B.	Work Description
Exhibit C.	Contractor's Proposal
Exhibit D.	Performance & Payment Bond
Exhibit E.	Specifications

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

3. SCHEDULE. Contractor shall commence the Work promptly after Owner's (or Owner's engineer's) issuance of a written notice to proceed. Substantial Completion of the Work shall occur on or before one hundred twenty (120) calendar days of issuance of the notice to proceed (the "Substantial Completion Deadline"). Final Completion of the Work shall occur on or before the date specified in General Condition A-3.4 ("Final Completion Deadline").

4. COMPENSATION.

4.1 ***Contract Sum***. As compensation in full for the Work and Contractor's other obligations under the Contract Documents, including all material, equipment, labor, and services necessary for the proper execution and Final Completion of the Work, Owner shall pay Contractor a fixed amount not-to-exceed $370,829.11 (this amount, as it may be adjusted as provided in this Agreement, the "Contract Sum").

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

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

6. DATE OF THIS AGREEMENT. This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date its signature, the date the other party receives the signing party's signature will be deemed to be the date on which the signing party signed this Agreement and may be so noted on this Agreement. Notwithstanding the effective date of this Agreement, upon the execution of this Agreement, to the extent, if any, that Contractor or its Subcontractors have performed Work before the date of this Agreement, that Work and occurrences arising out of that Work are subject to this Agreement, including Contractor's obligations to maintain insurance.

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

OWNER:

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

By: _____
Name: _____
Title: Chairman / Vice Chairman
Date: 5/7/25

Owner's address for notices:

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

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

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

CONTRACTOR:

Down to Earth
a Florida for-profit corporation

By: _____
Name: KEITH A. O'NEAL
Title: FL CONSTRUCTION MGR.
Date: 5/6/25

Contractor's address for notices:

Down to Earth
2701 Maitland Center Pkwy, Suite 200
Maitland, Florida 32751
Attn: Rusty Woodall, Business Development Manager
rusty.woodall@down2earthinc.com

Exhibit A

General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A-2. PAYMENT.

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

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

A-2.3 ***Retainage***. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work and acceptance of the Work by the Owner , subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes.

A-2.4 ***Warranty of Title; Payments to Subcontractors***. Contractor warrants that title to any materials and equipment included in

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

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

A-3. TIMING AND COMPLETION.

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

A-3.2 ***Payment and Performance Bonds***. Notwithstanding any other provision of the Agreement, before commencing the Work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Osceola County, Florida, a payment and performance bond with a surety insurer authorized to do business in the state of Florida as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. Such bond and/or security shall be for 100% of the Contract Sum and shall be in effect for a full year from the time of Final Completion. In addition, each bond shall be on an Owner-approved form and shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, *Florida Statutes*, whichever are applicable, are incorporated by reference herein." If requested by the District, the payment and performance bonds shall include a dual obligee rider naming the City of Saint Cloud, Osceola County and/or Toho Water Authority as dual oblige(s) at no additional cost to the District.

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

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

A-4. CHANGES AND CLAIMS.

A-4.1 ***Changes***. Owner may issue written directives changing the Work, and upon receipt Contractor shall proceed with the changes. Contractor shall not perform work in addition to the Work, or perform Work that differs from the requirements of the Contract Documents, unless Owner has issued a written directive changing the Work or the parties have executed a change order with respect to the additional or changed Work. The Contract Documents can only be amended or supplemented by a written change order or amendment

signed by both parties, and cannot be amended or supplemented by implication, oral agreements, actions, inactions, or course of conduct. Contractor shall not make substitutions without Owner's prior written consent.

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

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

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

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

A-5. REQUIREMENTS REGARDING PERFORMANCE OF WORK.

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

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

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

A-5.4 ***Safety; Repair of Damage***. Contractor shall confine operations at the Property to areas permitted by Laws, the Contract Documents, and Owner. Contractor is solely responsible for and has sole control over (a) means, methods, techniques, and procedures for the Work and (b) initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall maintain a safe worksite, shall take all necessary precautions for the safety and security of persons or property, and shall provide protection to prevent damage, injury, or loss to persons or property, including employees performing the Work, other persons

that may encounter or be affected by the Work, the Work itself, work provided by Others, and any other personal or real property that may be affected by the Work. Contractor shall promptly and at its own expense repair and otherwise remedy damage and loss to property arising out of the Work. Among other requirements, the Contractor or Subcontractor performing trench excavation work for the Work shall comply with the applicable trench safety standards.

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

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

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

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

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

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

(a) Substantial Completion: Contractor shall pay Owner $1,685.00 for each day that expires after the time (as duly adjusted pursuant to the Agreement) specified above for Substantial Completion, until the Work is substantially complete.

(b) Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the required timeframe (as duly adjusted pursuant to the Agreement) for completion and readiness for final payment, Contractor shall pay Owner $1,685.00 for each day that expires after such time until the Work is completed and ready for final payment.

(c) Contractor and Owner acknowledge and agree that the liquidated damages set forth in the Agreement are based on the Florida Department of Transportation's (FDOT) published schedule of liquidated damages [as stated in Section 8-10.2 of the *Florida Department of Transportation, Standard Specifications for Road and Bridge Construction* (FY 2025-26)] and shall be adjusted in accordance with any increases or modifications to FDOT's published rates. The applicable rate shall be the rate in effect at the time of the delay or breach triggering Section A-5.10 of the Agreement.

(d) Liquidated damages for failing to timely attain Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently.

(e) Default days shall be counted in calendar days. Owner has the right to apply, as payment on such liquidated damages, any money Owner owes the Contractor. Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it. In the case of a default of the Contractor and the completion of the work by Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the work due to any unreasonable action or delay on the part of Owner.

A-5.11 ***Submittals***. Contractor shall promptly prepare or review (as applicable), approve in writing, and submit to Owner (and, if directed by Owner, its engineer) any shop drawings, product data, samples, and similar submittals required by the Contract Documents. Contractor shall perform the Work in accordance with shop drawings, product data, samples, and other submittals approved by Owner, but Owner's approval will not excuse Contractor from the failure of any of these submittals to conform to any requirements of the Contract Documents.

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

Work.

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

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

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

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

A-8. INSURANCE.

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

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

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

(b) *Automobile liability insurance*, covering vehicles owned by Contractor and non-owned vehicles used by Contractor or anyone for whose acts Contractor is responsible, with a combined single limit of not less than $1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other

statutorily required automobile coverage. Contractor shall cause the Additional Insureds to be included as additional insureds under this policy on a primary and non-contributory basis. If the Work will involve hauling or transporting waste materials, hazardous material, hazardous substances or any other environmentally regulated substances that require a regulated manifest, Contractor shall also obtain CA-9948 and MCS-90 endorsements.

(c) *Workers compensation and employers liability insurance* for all persons that perform Work for Contractor or anyone for whose conduct Contractor is responsible. The workers compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than $1,000,000 each employee – each accident, $1,000,000 each employee – each disease, and $1,000,000 policy limit.

(d) *Commercial excess or umbrella liability insurance* with respect to Contractor's CGL, automobile, and employers liability insurance, with a limit of not less than **$5,000,000** each occurrence and annual aggregate. This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor's CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation as required in Section A-8.3. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits in this Section A-8.1 for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this Section A-8.1 is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.

(e) *Professional liability insurance*, if the Work includes any professional services, with limits of not less than $1,000,000 each claim and $1,000,000 annual aggregate. If Contractor performs the professional services, then it shall carry this insurance; if a Subcontractor performs the services, then Contractor shall require the Subcontractor to carry this insurance. In either case this insurance, if required, must be retroactive to the date of the commencement of the professional services and must be maintained for at least three years after Final Completion or the earlier termination of this Agreement.

(f) *Contractors' pollution liability insurance* (or "contractor's pollution indemnity insurance") covering losses caused by pollution conditions that arise from the Work, with limits of not less than $2,000,000 per loss and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the Work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.

(g) *Property insurance* covering the full replacement value of rented or owned job trailers, machinery, tools, equipment, and other property used by Contractor or Subcontractors and not destined to become a part of the completed construction, and Work (including materials and equipment) until the risk of loss passes to Owner at Final Completion, and Contractor hereby waives, and shall require its Subcontractors (including lessors of equipment and the owners of any borrowed items) to waive, all claims against the Additional Insureds, any tenants at the Property, Others, and their employees, for loss or damage to these items, regardless of the cause. Except to the extent a loss is covered by insurance proceeds paid to Owner, Contractor bears the risk of loss and damage to the Work (including any materials incorporated or to be incorporated as part of the Work) until the date when the Work is completed.

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

A-8.3 ***Insurance Requirements***. Required Insurance must, unless otherwise agreed in writing by Owner, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the Work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the Work, will be borne solely by Contractor, and Contractor shall reimburse Owner for amounts paid by Owner or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and Others for damage occurring on or after the date on which this Agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-Group Members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of $10,000 (or $50,000 for professional liability) except with Owner's written approval.

A-8.4 ***Evidence of Insurance***. Contractor shall provide to Owner a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the Work; (b) upon renewal or replacement of each required policy of insurance; and (c) upon Owner's written request. Contractor shall require Required Insurance policies to provide Owner with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that Owner is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Owner's failure to require Contractor to provide evidence of Required Insurance, or Owner's acceptance of evidence that indicates insurance that fails to satisfy any requirements of this Agreement, will not constitute a waiver of these requirements. Before permitting any Subcontractor to commence Work at the Property, Contractor shall

obtain a certificate of insurance from that Subcontractor evidencing its compliance with the requirements of this Agreement. If Contractor fails to have secured and maintained the required insurance, the Owner has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

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

A-10. CORRECTION OF DEFECTIVE WORK.

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

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

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

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

A-11. SUSPENSION AND TERMINATION.

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

A-11.2 ***By Owner, for Convenience***. Owner may at any time, for Owner's convenience and without cause, suspend or postpone any portion of the Work or terminate this Agreement. Unless otherwise specified in Owner's written notice, any such suspension or termination will be effective immediately. If Owner terminates for convenience, Contractor will be entitled only to the greater of (a) the portion of the Contract Sum earned through the date the termination becomes effective and not previously paid, including release and payment to Contractor all retainage held by Owner related to the portion of the Work completed and (b) $100, and will not be entitled to overhead or profit on Work not executed or to any other amounts, including termination-related expenses or any other consequential damages of any kind. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. A termination by Owner under this Section will not

constitute a waiver of any claims Owner may have against Contractor, or prejudice any other right or remedy available to Owner.

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

A-12. PROVISIONS RELATED TO DISPUTES.

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

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

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

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

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

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

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

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

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

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

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

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

A-13.4 Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to Owner; (3) payment of the vendor's invoice will be made directly by Owner to the vendor from public funds; (4) Owner will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) Owner assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

A-13.5 Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Owner shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct

purchase to reflect the direct purchases made by Owner and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

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

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

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

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

A-14. INTERPRETATIONAL MATTERS.

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

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

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

A-15. GENERAL PROVISIONS.

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

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

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

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

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

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

A-15.7 ***Counterparts***. The parties may sign this Agreement in separate counterparts, and this Agreement will be deemed fully executed when each party has signed and delivered at least one counterpart even though no single counterpart contains the signature of both parties. Signatures may be sent via electronic means, including fax or attachment to an email, and exchange of original signatures is not necessary.

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

maintained in documentary ("hard copy") form.

A-15.9 ***Public Records***. The Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the Owner; and 4) upon completion of the contract, transfer to the Owner, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

A-15.10 ***Restrictions on Removal of Fill Dirt from Work Site.*** Contractor acknowledges that all fill material shall remain on-site. Fill material shall not be removed from the project site without the written consent of the Owner (or its engineer).

A-15.11 Stormwater Management.

A-15.11.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Work in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor-Group Member shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor-Group Members' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP. Such failures shall constitute a material breach of this Agreement.

A-15.11.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor-Group Members regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Work. Prior to commencing the Work or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Storm Water Compliance Representative to request information on storm water management for the Work. Contractor and Contractor-Group Member shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor-Group Members who will be working on the Work.

A-15.11.3 Contractor shall require Contractor-Group Members to immediately notify Contractor and Owner of any source pollutants that Contractor-Group Members intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor-Group Members on the worksite immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor-Group Members shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the Final Completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

A-15.11.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor-Group Members at all times comply with, the most

current version of the SWPPP. Contractor and Contractor-Group Members shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor-Group Members' personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all applicable laws and regulations.

A-15.11.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of five (5) years following Final Completion of the Work, or longer as required by applicable law.

A-15.11.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such costs within ten (10) days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default.

A-15.12 E-Verify ; Scrutinized Company Statement; Audit Cooperation.

A-15.12.1 The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Owner may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes.

A-15.12.2 If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request.

A-15.12.3 In the event that the Owner has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner. Further, absent such notification from the Owner, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

A-15.12.4 By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

A-15.12.5 The Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

A-15.12.6 The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

[End of Exhibit]

Exhibit B

Work Description

General Description

The Work to be performed under this Agreement consists of ED-2 Clay Whaley Road, Phase 2 - Landscape and Irrigation Work for the District, including but not limited to, site preparation, material procurement and installation, and maintenance required until final acceptance to include a written guarantee of survivability of all plant material for a period of one (1) year from date of completion.

Plans

All Work shall be completed in accordance with the Osceola County Edgewater ED-2 Clay Whaley Road, Phase 2 Landscape & Irrigation Construction Plans (SDP22-0104), dated June 14, 2022, Sheets L1.0 to L1.2, as prepared by GAI Consultants, Inc, as modified pursuant to Contractor's proposal in Exhibit C.

Location

The location of the work shall be as identified in the above-referenced plans, and generally on the land identified within the Temporary Construction Easement dated November 30, 2022 and recorded on December 2, 2022 in Book 6323, Page 2435 of the Official Records of Osceola County, Florida, and bearing CFN#2022173588.

Exhibit C

Contractor's Proposal

[Attached beginning on following page]

Down to Earth
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #111252

Customer Address
Edgewater East CDD
Eric Lavoie
2300 Glades Road, Suite 410W
, 33431
(407) 232-4697

Billing Address

Physical Project Address
ED-2 Clay Whaley Road Phase 2 - Construction
Clay Whaley Road & Cross Prarie Pkwy
St. Cloud, FL

Project	Estimated Project Start Date	Proposed By	Due Date
CON: ED-2 Clay Whaley Road Phase 2	June 1, 2025	Russell Woodall	March 4, 2025

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
Irrigation			
Irrigation System Installation ***Irrigation is included for budgetary purposes only. No design was created for the purpose of providing this budgetary figure. Price is subject to change upon issue of approved designs.	1.00	$149,000.00	$149,000.00
		Subtotal	**$149,000.00**
Tree/Plant Installation			
Crape Myrtle 'Natchez' 65 Gallon, 12' x 5', 3" Cal., 6' CT	16.00	$622.47	$9,959.52
South Florida Slash Pine FG 10-13' x 4', 4" Cal	51.00	$803.79	$40,993.29
Live Oak 100 Gallon, 15-16' x 6', 4" Cal., 7' CT	64.00	$946.04	$60,546.56
Sabal Palm FG 8-16' CT	76.00	$448.16	$34,060.16
Firebush 3 Gallon, Full	513.00	$13.59	$6,971.67
Dwarf Yaupon Holly 'Nana' 3 Gallon, Full	503.00	$15.97	$8,032.91
		Subtotal	**$160,564.11**
Mulch			
Pine Bark Fines ***Priced as pine bark nuggets.	328.00	$70.00	$22,960.00
		Subtotal	**$22,960.00**
Sod			
Provista Sod	4800.00	$0.60	$2,880.00
Bahia Sod	15000.00	$0.39	$5,850.00
		Subtotal	**$8,730.00**
Root Barrier			
Root Barrier: UB 24-2	1820.00	$16.25	$29,575.00
		Subtotal	**$29,575.00**
Optional Services			

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
Backfill at Plant Pits - 33% Topsoil, 33% Florida Peat, 33% Clean DOT Sand	814.00	$110.00	$89,540.00
Fertilizer - Agriform Tablets at Plant Pits	17.00	$175.00	$2,975.00
		Subtotal	**$92,515.00**
		Project Total	**$370,829.11**

The Subtotal of "Optional Services" above is not included in the "Project Total". Selection of any of the above "Optional Services" will add to the value of the "Project Total".

LANDSCAPE
Backfill for landscape material is bid as in place site soil. Any soil amendments or fertilizer required will be at additional cost to be determined based on soil test results.
Plant beds and soil to be free of weeds and debris including lime rock.
Grade to be received at +/- .10 of a foot to finish landscape grade.
No import or export of soil included.
Plant material size specification may not correspond with the specified container size on the plant legend. Material pricing is based on the tree caliper or shrub container size specified. Some plants/trees may not meet the height/spread specification per the plant legend.
Tree protection barricade is not included in this proposal. Down to Earth is not responsible for damages caused by other trades.
Tree guying is included using Tree Frog Pro Series systems. Rubber hoses not included.
Lodge poles are included using Tree Frog nylon strapping. Rubber hoses not included.
Palms are included using Palm Batten Kits PBKM.
Paint at lodge poles is not included.
No MOT is included.
Excavation and import of 24" of backfill not included.
Limestone, aluminum sulfate, anti-desiccant, and tree wraps not included.

IRRIGATION
Irrigation is included for budgetary purposes only. No design was created for the purpose of providing this budgetary figure. Price is subject to change upon issue of approved designs.

MAINTENANCE
Included in this proposal, DTE will take the burden for fully maintaining all plant material (including but not limited to pruning, watering, weeding, mowing, edging, string trimming, fertilizing, and pest prevention) during the duration of the project or phase. After the final walkthrough and sign off from contractor/owner, DTE Construction maintenance will no longer be responsible for maintaining the project or phase.
After completion of installation and final walkthrough, DTE can provide a separate proposal for "Regular Yearly Maintenance". Maintenance proposal will not interfere with the installation contract or required warranty.

WARRANTY
All trees, palms, shrubs and plant material shall be warranted for the period of 1 year, starting after date of completion and acceptance of the project or phase. Final acceptance of all landscape and irrigation under contract shall constitute the beginning of guarantee period. Replacements will be in accordance with the drawings and specifications.
If client/owner chooses to use DTE "Regular Yearly Maintenance", DTE will extend the warranty of the plant material as long as DTE is maintaining the "property."

BID INFORMATION
Aforementioned services are priced in reference to the following information.
Plans Dated: June 14, 2022
Project Number: R201042.05
Sheet #: L1.0 to L1.2

NOTE
Bid as based on field meeting with BTI Partners & Eric Lavoie on 3/31/2025. This proposal is not a reflection of the current plans as described above. Medians were never constructed, so plant material was removed from the bid. West side of property where roadway is narrow, trees and irrigation were also removed from the bid. The east side of the project will also not be installed per plan. Live Oaks, Sabal Palms, and Crape Myrtles will be the only plant material installed, as this was also decided at the time of meeting with BTI Representatives. This is due to conflict of interest of current residents who live on the east side of the road. Any variance from the scope of work discussion from this meeting will be subject to price adjustments. Down to Earth is not responsible for meeting code requirements on this project.

Proposed By:		Agreed & Accepted By:	
Russell Woodall	04/04/2025		
Down to Earth Landscape & Irrigation	Date	Edgewater East CDD	Date

Exhibit D
Performance & Payment Bond

[Attached beginning on following page]

Bond to include separate Dual Obligee Rider(s) for Osceola County, City of Saint Cloud, and Tohopekaliga Water Authority

Exhibit E

Specifications

i. Osceola County Edgewater ED-2 Clay Whaley Road, Phase 2 Landscape & Irrigation Construction Plans (SDP22-0104), dated June 14, 2022, Sheets L1.0 to L1.2, as prepared by GAI Consultants, Inc., as modified pursuant to the Contractor's proposal in Exhibit C.

ii. Edgewater ED-2 Clay Whaley Road, Phase 2, Landscape and Irrigation work limits identified in recorded Temporary Construction Easement, dated November 30, 2022 and recorded on December 2, 2022 in Book 6323, Page 2435 of the Official Records of Osceola County, Florida, and bearing CFN#2022173588.

iii. Latest Version of FDOT Standard Indexes

iv. Latest Version of FDOT Standard Specifications for Road and Bridge Construction and any Supplements issued by FDOT

v. Applicable City of Saint Cloud Land Development Code Articles

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS E

COMMERCIAL OWNER[1]

AUTHORIZATION LETTER

Date: May 16, 2025

I, Edgewater East Community Development District[2], authorize
Property Owner Name

SSS Down to Earth Opco, LLC, dba Down to Earth to perform work and obtain applicable
Business Name

permits, for the following project ED2 Clay Whaley Road, Phase 2 - Landscape & Irrigation Work,
Project Description

for my property located at:

0 Clay Whaley Road, Saint Cloud, St. Cloud, Florida 34722.
Project Address

I understand that this Authorization Letter must be revoked in writing.

Should the City have any questions, I may be contacted at:

407-484-5814, or kmays@btipartners.com.
Phone Email

5/22/25
Signature Date

Kevin Mays, Vice-Chairperson of Edgewater East CDD
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 May, 20 25 by Kevin Mays, who is personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

Kevin Mays
Name typed, printed or stamped

Vice-Chairperson, Board of Supervisors
Title or rank

N/A
Serial number if any

1. The Edgewater East Community Development District ("District") is a special purpose unit of local government created and existing pursuant to Chapter 190, *Florida Statutes*.
2. The District is performing the work on District Property at Parcel ID No. 17-26-30-4950-0001-1220, and on real property owned by Edgewater Property Holdings, LLC at Parcel ID No. 17-26-30-4950-0001-0670, pursuant to that certain Temporary Construction Easement recorded in the Official Records of Osceola County at Book 6323, Page 2435, CFN # 2022173588.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS F

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 January 7, 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 MAYS

Its: Vice Chair

LENNAR HOMES, LLC,
a Florida limited liability company

By: _____

Name: _____

Its: VICE PRESIDENT

EXHIBIT "A"

CDD PROPERTY

[See attached]

EXHIBIT C

Legal Description of Landowner's Property

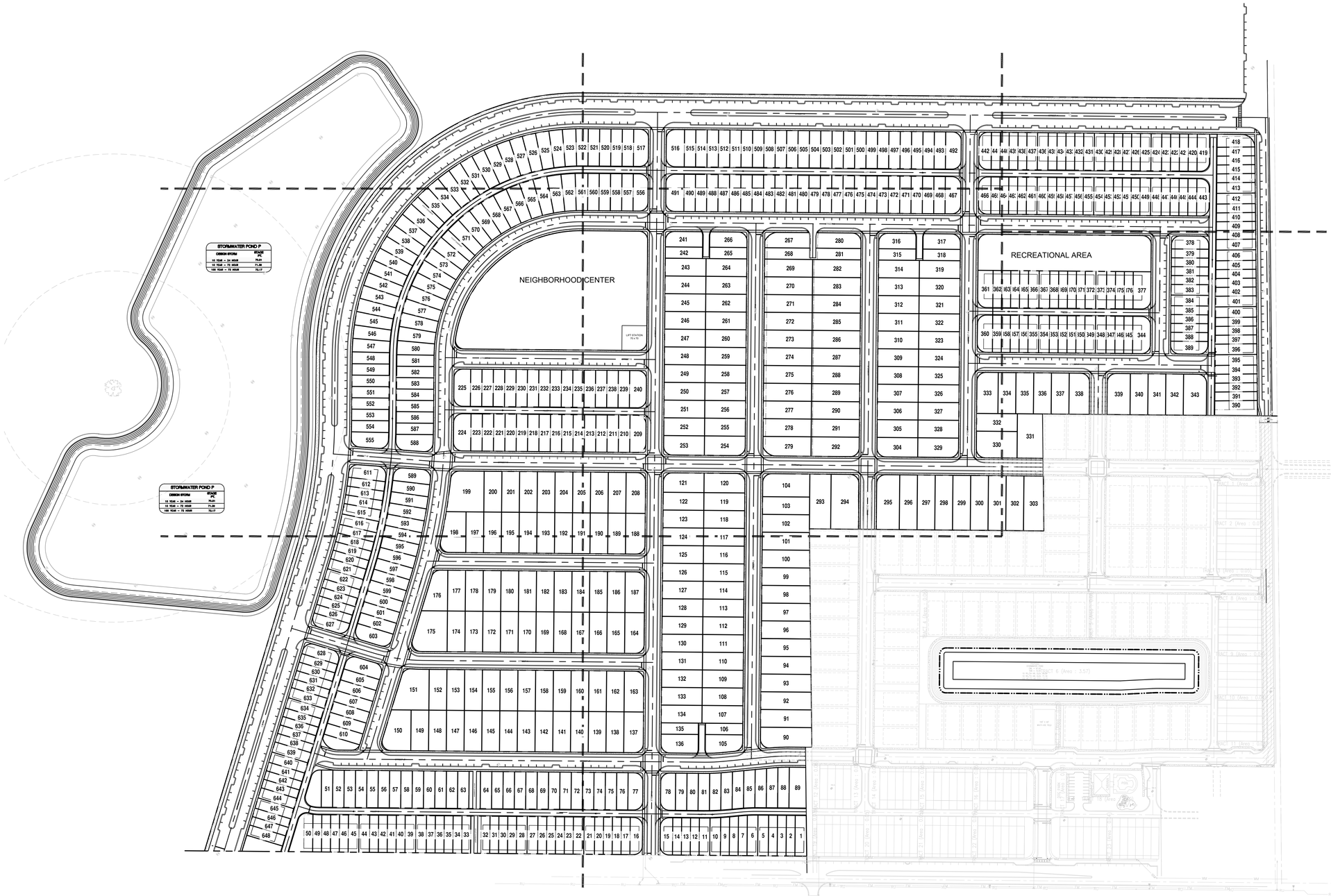
A PARCEL OF LAND BEING LOTS 91, 102, 107, AND 118, AND A PORTION OF LOTS 75, 76, 85, 86, 87, 90, 92, 101, 103, 106, 108, 117, 119, 122, 123, AND 124, TOGETHER WITH A PORTION OF 35.00 FEET WIDE PLATTED RIGHT OF WAY, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 17, TOWNSHIP 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.

EXHIBIT "B"

MANAGEMENT ZONE

[See attached]



GRAPHIC SCALE

(IN FEET)
1 inch = 140 ft.

THESE ACCOUNTS AND THEIR CONTENTS ARE, THE PROPERTY OF HANSON, WALTER & ASSOCIATES, INC. AND ISSUED ONLY FOR THE SPECIFIC PROJECT NOTED ON THESE DRAWINGS. ANY REPRODUCTIONS, REVISIONS OR ADAPTATIONS OF THESE DOCUMENTS WITHOUT THE EXPRESSED WRITTEN CONSENT OF HANSON, WALTER & ASSOCIATES, INC. IS PROHIBITED BY LAW.

DESIGN CH DRAWN CN CHECKED SB CAD# H	F.B. NO. 1167 PAGE 26 SCALE AS SHOWN DATE 8/17/2022	SEC 29, 30 & 31 TWP. 26 S RANGE 30 E	DATE	BY	REVISIONS	8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708 PHONE: (407) 847-9433 ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270 ENGINEERING, SURVEYING AND PLANNING Hanson, Walter & Associates, Inc.	EDGEWATER ED2	SITE DIMS MASTER		

I:\4288-18\ENGINEERING\CADD\PLANS\S-4288-18_MASTER SITE DIM.dwg * Sep 12, 2022-2:34pm * plotted by ADonato

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS FI

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, mangers, 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 (LEN) Multi State 4, LLC
Date: 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

Chief, Migratory Bird Permit Office, Atlanta, Georgia

Digitally signed by
Carmen Simonton
2023-01-25 15:07:27

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.

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

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.

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 a 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.

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:
a. During each eagle nesting season, defined as October 1 through May 15, or when eagles are present at the nest and
b. 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:
a. Date and length of time Bald Eagles were observed;
b. Time of day;
c. Number and age of Bald Eagles observed (i.e. juvenile, immature, subadult, adult); if age is not known provide description;
d. Observed behavior (e.g. perching, feeding, sitting on or attending nest, in flight);
e. 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;
f. If any eagle nesting attempt was successful, failed or the eagles abandoned the area; and
g. 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.

(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).

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 buy 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.

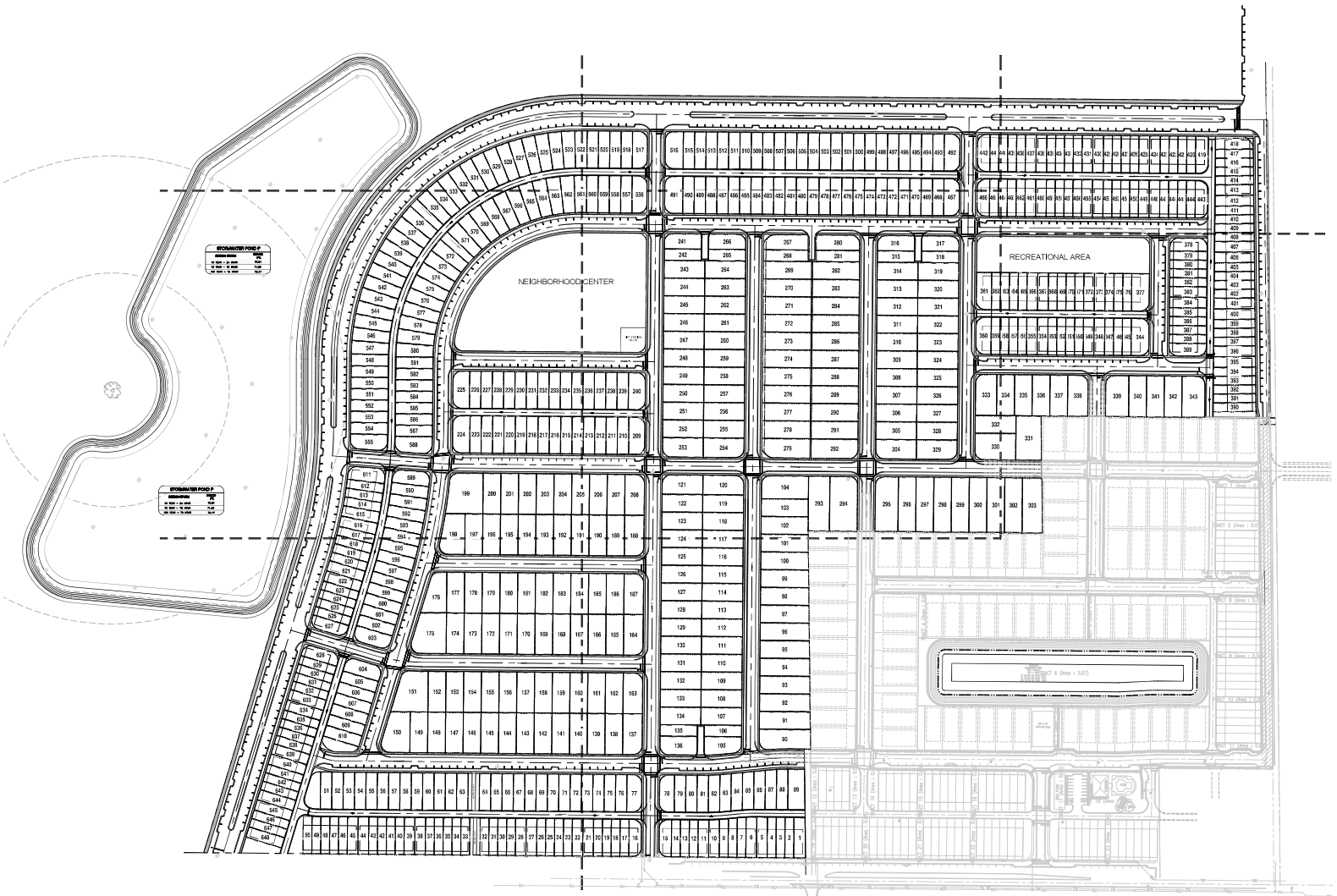
6. The Service may amend, suspend, or revoke a permit issued under this section if new information indicates that revised permit conditions are necessary, or that suspension or revocation is necessary, to safeguard local or regional eagle populations. This provision is in addition to the general criteria 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

(IN FEET)
1 inch = 140 ft.

DESIGN CH	F.B. NO. 1167	SEC. 29, 30 & 3	DATE	BY	REVISIONS	EDGEWATER ED2	SITE DIMS MASTER
DRAWN CN	PAGE 26	TWP. 26 S					
CHECKED SB	SCALE AS SHOWN	RANGE 30 E					
CAD# H	DATE 8/17/2022						

8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708
PHONE: (407) 847-4433
ENGINEERING FAX: (321) 443-1045 SURVEY FAX: (407) 847-2499
ENG. CERT. OF AUTHOR. No. 32656/SUR. CERT. OF AUTHOR. No. 5270
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

SHEET Nº. 10 of 1
JOB Nº 4288-18

THE DRAWINGS, AS THEIR REVISED ARE THE PROPERTY OF HANSON, WALTER & ASSOCIATES, INC. AND SHALL NOT BE USED IN WHOLE OR IN PART, AS AN ARCHITECTURAL WORK, IN THE ERECTION OF BUILDINGS, OR OTHER STRUCTURES, OR FOR ANY OTHER PURPOSE WHATSOEVER, WITHOUT THE WRITTEN PERMISSION OF HANSON, WALTER & ASSOCIATES, INC.

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

RATIFICATION ITEMS G

Docusign Envelope ID: 58773776-927E-48B8-A9EE-A8BEA4251A47

THIRD AMENDMENT TO AGREEMENT BETWEEN THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AND THE LAKE DOCTORS, INC. FOR WATER MANAGEMENT SERVICES

THIS THIRD AMENDMENT ("**Third Amendment**") is made and entered into this 1st day of May 2025, by and between:

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

THE LAKE DOCTORS, INC., a Florida corporation, with a mailing address of 3543 State Road 419, Winter Springs, Florida 32708 ("**Contractor**," and together with the District, "**Parties**").

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement Between the Edgewater East Community Development District and the Lake Doctors, Inc. for Water Management Services* ("**Agreement**"); and

WHEREAS, pursuant to Section 21 of the Agreement, the Parties desire to amend the Agreement in order to provide for additional services; and

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

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

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Third Amendment.

SECTION 2. The Agreement is hereby affirmed, and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 3 of this Third Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 3. The Services identified in Exhibit A of the Agreement are hereby amended to include the additional services identified in **Attachment A**, attached hereto and incorporated by reference herein ("**Additional Services**"). As compensation for the Additional

Docusign Envelope ID: 58773776-927E-48B8-A9EE-A8BEA4251A47

Services, the District agrees to pay Contractor **One Hundred Seventy Dollars ($170.00)** upon execution of this Third Amendment by the Parties and **One Hundred Seventy Dollars ($170.00) per month**, thereafter, pursuant to the terms and provisions of the Agreement. To the extent that any of the terms of Agreement are determined to conflict with any terms included in **Attachment A**, the terms of the Agreement are agreed and deemed to be controlling.

SECTION 4. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

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

ATTEST:

DocuSigned by:
Ernesto Torres
AE6196FB34D4464...

Secretary/Assistant Secretary

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Vice/Chairperson, Board of Supervisors

WITNESS:

DocuSigned by:
Ernesto Torres
AE6196FB34D4464...

Print Name: Ernesto Torres

THE LAKE DOCTORS, INC., a Florida corporation

Signed by:
Jonathan Bandy
C18A28EDC0E42A...

By: Jonathan Bandy

Its: Sales Manager

Docusign Envelope ID: 58773776-927E-48B8-A9EE-A8BEA4251A47

ATTACHMENT A
Additional Services Proposal

The Lake Doctors, Inc.
Aquatic Management Services

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

Water Management Agreement

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

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

PROPERTY NAME (*Community/Business/Individual*)_____

MANAGEMENT COMPANY_____

INVOICING ADDRESS _____

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

EMAIL ADDRESS _____

The parties hereto agree to follows:

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

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

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

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

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

C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.

D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **March 20, 2025.**

F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

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

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

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

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

THIRD PARTY COMPLIANCE/REGISTRATION: ___ YES ___ NO

THIRD PARTY INVOICING PORTAL: ___ YES ___ NO**

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

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

THE LAKE DOCTORS, INC.

Jonathan Bandy - SALES MANAGER

CUSTOMER:

Signed Signed by: Jonathan Bandy C11DA29FDC0E42A... Date 4/24/2025

Name _____

Title_____

© THE LAKE DOCTORS, INC.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

CONSENT AGENDA

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 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	$ 902,866	$ -	$ -	$ -	$ -	$ 9,846,794	$10,749,660
Investments							
Revenue	-	1,132,176	1,406,293	-	-	-	2,538,469
Reserve	-	556,290	1,936,927	-	-	-	2,493,217
Prepayment	-	-	22,123	-	-	-	22,123
Construction	-	-	-	5,483	329,341	-	334,824
Construction - E2	-	-	-	-	35	-	35
Construction - E5	-	-	-	-	10	-	10
Construction - E6N	-	-	-	-	11	-	11
Cost of issuance	-	11,232	-	-	-	-	11,232
Undeposited funds	110,961	-	-	-	-	-	110,961
Due from Landowner	234,897	-	-	-	-	-	234,897
Due from Beazer Homes	62,736	-	-	-	-	-	62,736
Due from general fund	-	7,770	-	-	-	-	7,770
Due from DSF 2022	5,725	-	-	-	-	-	5,725
Due from SRF	25,782	-	-	-	-	-	25,782
Due from other	4	-	-	-	-	45,540	45,544
Utility deposit	240	-	-	-	-	-	240
Total assets	$1,343,211	$1,707,468	$3,365,343	$ 5,483	$ 329,397	$ 9,892,334	$16,643,236
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	$ 12,025	$ -	$ -	$ -	$ -	$ -	$ 12,025
Contracts payable	-	-	-	-	2,362	16,917	19,279
Retainage payable	-	-	-	-	528,287	144,118	672,405
Due to general fund	-	-	5,725	-	-	25,782	31,507
Due to debt service fund 2021	7,770	-	-	-	-	-	7,770
Tax payable	30	-	-	-	-	-	30
Landowner advance	21,000	-	-	-	-	-	21,000
Total liabilities	40,825	-	5,725	-	530,649	186,817	764,016
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	297,633	-	-	-	-	45,540	343,173
Unearned revenue	27,570	-	-	-	-	-	27,570
Total deferred inflows of resources	325,203	-	-	-	-	45,540	370,743
Fund balances:							
Restricted for:							
Debt service	-	1,707,468	3,359,618	-	-	-	5,067,086
Capital projects	-	-	-	5,483	(201,252)	9,659,977	9,464,208
Unassigned	977,183	-	-	-	-	-	977,183
Total fund balances	977,183	1,707,468	3,359,618	5,483	(201,252)	9,659,977	15,508,477
Total liabilities, deferred inflows of resources and fund balances	$1,343,211	$1,707,468	$3,365,343	$ 5,483	$ 329,397	$ 9,892,334	$16,643,236

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	$ 2,645	$ 370,539	$ 373,787	99%
Assessment levy: off-roll	83,392	468,514	1,103,811	42%
Lot closings	-	82,282	-	N/A
Total revenues	86,037	921,335	1,477,598	62%
EXPENDITURES				
Professional & administrative				
Supervisor fees	215	861	-	N/A
Management/admin/recording	4,000	28,000	48,000	58%
Legal	7,577	42,106	50,000	84%
Engineering	-	23,765	7,500	317%
Audit	-	3,000	6,500	46%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	167	1,167	2,000	58%
Trustee 2021	4,031	8,063	5,725	141%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	3,208	5,500	58%
DSF accounting & assessment rolls - Series 2022	458	3,208	5,500	58%
Telephone	17	117	200	59%
Postage	113	518	500	104%
Printing & binding	42	292	500	58%
Legal advertising	-	4,832	6,500	74%
Annual special district fee	-	175	175	100%
Insurance	-	6,016	5,750	105%
Contingencies/bank charges	1,288	1,607	500	321%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	18,366	127,640	152,990	83%
Field operations				
Field operations management	1,458	10,208	75,000	14%
Accounting	-	-	2,500	0%
Stormwater management				
Lake maintenance	-	5,134	19,524	26%
Streetlighting	4,298	26,312	107,296	25%
Repairs & maintenance	1,450	15,016	82,863	18%
Electricity	648	2,984	3,900	77%
Unbudgeted Toho water	-	7,804	-	N/A
Landscape maint.				
Maintenance contract	30,829	209,805	402,820	52%
Plant replacement	-	1,903	40,282	5%
Landscape contingency	-	-	40,282	0%
Irrigation	6,952	26,259	234,115	11%
Trash services	714	2,378	10,000	24%
Total field operations	46,349	307,803	1,018,582	30%
Other fees & charges				
Tax collector	53	7,782	7,787	100%
Total other fees & charges	53	7,782	7,787	100%
Total expenditures	64,768	443,225	1,179,359	38%
Excess/(deficiency) of revenues over/(under) expenditures	21,269	478,110	298,239	
Fund balances - beginning	955,914	499,073	14,675	
Fund balances - ending	$ 977,183	$ 977,183	$ 312,914	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ 7,928	$ 1,110,433	$ 1,119,962	99%
Interest	5,682	26,776	-	N/A
Total revenues	13,610	1,137,209	1,119,962	102%
EXPENDITURES				
Debt Service				
Principal	-	-	430,000	0%
Interest	-	343,665	687,330	50%
Total debt service	-	343,665	1,117,330	31%
Other fees & charges				
Tax collector	158	22,190	23,333	95%
Total other fees and charges	158	22,190	23,333	95%
Total expenditures	158	365,855	1,140,663	32%
Excess/(deficiency) of revenues over/(under) expenditures	13,452	771,354	(20,701)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(1,870)	(13,693)	-	N/A
Total other financing sources	(1,870)	(13,693)	-	N/A
Fund balances - beginning	1,695,886	949,807	931,386	
Fund balances - ending	$ 1,707,468	$ 1,707,468	$ 910,685	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED APRIL 30, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ 164,840	$ 1,154,426	$ 1,930,402	60%
Lot closings	-	228,633	-	N/A
Interest	7,790	53,836	-	N/A
Total revenues	172,630	1,436,895	1,930,402	74%
EXPENDITURES				
Debt service				
Principal	-	-	675,000	0%
Principal prepayment	-	45,000	-	N/A
Interest	-	627,522	1,255,656	50%
Total debt service	-	672,522	1,930,656	35%
Excess/(deficiency) of revenues over/(under) expenditures	172,630	764,373	(254)	
Fund balances - beginning	3,186,988	2,595,245	2,561,050	
Fund balances - ending	$ 3,359,618	$ 3,359,618	$ 2,560,796	

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2025

	Current Month	Year To Date
REVENUES		
Interest	$ 12	$ 1,072
Total revenues	12	1,072
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	12	1,072
OTHER FINANCING SOURCES/(USES)		
Transfer in	1,870	13,693
Transfer out	-	(70,568)
Total other financing sources/(uses)	1,870	(56,875)
Fund balances - beginning	3,601	61,286
Fund balances - ending	$ 5,483	$ 5,483

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED APRIL 30, 2025

	Current Month	Year To Date
REVENUES		
Developer contribution	$ 373,610	$ 1,321,613
Impact fee credits	367,590	367,590
Interest & miscellaneous	1,261	14,947
Total revenues	742,461	1,704,150
EXPENDITURES		
Construction costs - project infrastructure	2,362	1,886,841
Total expenditures	2,362	1,886,841
Excess/(deficiency) of revenues over/(under) expenditures	740,099	(182,691)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	393,307
Transfer out	-	(322,739)
Total other financing sources/(uses)	-	70,568
Fund balances - beginning	(941,351)	(89,129)
Fund balances - ending	$ (201,252)	$ (201,252)

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FORCE MAIN CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED APRIL 30, 2025

	Current Month	Year To Date
REVENUES		
Interest & miscellaneous	$ 35,595	$ 142,212
Offsite Force Main contribution	-	14,335,767
Total revenues	35,595	14,477,979
EXPENDITURES		
Contingencies	165	551
Construction costs	2,701,144	4,817,451
Total expenditures	2,701,309	4,818,002
Excess/(deficiency) of revenues over/(under) expenditures	(2,665,714)	9,659,977
Fund balances - beginning	12,325,691	-
Fund balances - ending	$ 9,659,977	$ 9,659,977

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**

- **Consideration of Hanson, Walker and Associates, Inc., Job #4288-13-07 Construction Management Services Agreement for Cross Prairie Parkway South ED-6**

These items were additions to the agenda.

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

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

The Field Operations Status Report was included for informational purposes.

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

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

TWELFTH ORDER OF BUSINESS Board Members' Comments/Requests

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

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

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

THIRTEENTH ORDER OF BUSINESS Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Pino and seconded by Mr. Kramer, with all in favor, the 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 A

KUTAKROCK

MEMORANDUM

TO: ERNESTO TORRES, DISTRICT MANAGER

FROM: MICHAEL C. ECKERT AND KATE JOHN, KUTAK ROCK LLP

DATE: APRIL 25, 2025

RE: COLLECTION AND DISTRIBUTION OF FORCE MAIN FEE – EDGEWATER EAST CDD ("DISTRICT")

To provide for efficient and effective District operations and to fund the costs associated with the long-term costs associated with waste water capacity maintenance, and as required by an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD dated December 18, 2024 between the District, Toho Water Authority ("Toho") and others ("Agreement"), the District must remit a $300 fee per platted residential lot to Toho before the lot is issued a residential water meter. To provide for the timely collection and distribution of the fee, the following protocol is suggested which provides that the District will collect and distribute the fee around the time of platting of the residential lot, which allows for payment to Toho in plenty of time before a residential water meter will be needed.

The District Board adopted Resolution 2025-10, attached as **Exhibit A**, which provides for payment of a $300 fee per platted residential lot due within thirty (30) days of platting. This fee is collected by the CDD and transmitted to Toho. Lots within ED-4 are not subject to this fee.

Step 1

A plat is submitted to, or comes to the attention of, the District Manager. Applicable assessment resolutions require landowners to submit plats to the District Manager, but this does not always happen in a timely manner. Therefore, the District Manager should check the Osceola County Property Appraiser Website at least once per month to determine if a new plat has been recorded within the boundaries of the District. Alternatively, District Counsel can check this public website. The District Manager should inform District Counsel if District Counsel is to perform this task on a moving forward basis.

Step 2

After a plat is received by the District Manager, the District Manager shall calculate the number of platted residential lots/units contained within the plat.

Step 3

The District Manager should contact the entity platting the property by phone to advise of the fee and let the entity know an invoice is being issued.

Step 4

The District Manager should issue an invoice to the entity platting the residential lots containing at least the information in **Exhibit B**, attached hereto. A copy of Resolution 2025-10 should be provided with the invoice.

Step 5

The District Manager should track payment of the fee and impose the penalties authorized in Resolution 2025-10. The District Manager should issue an AR invoice for each month for which the balance remains outstanding.

Step 6

The District Manager receives payment and deposits into the Special Revenue Fund.

Step 7

The District Manager remits payment to Toho in the amount of $300 per platted residential lot/unit from the general fund. Any penalties are to be retained in the District's general fund and not remitted to Toho. The District Manager should send a copy of the plat with the payment and instruct Toho to apply the payment to the residential lots established by the plat. See **Exhibit C** for a sample letter.

Step 8

The District Manager should keep a log/chart of all the platted lots for which the $300 fee has been paid to the CDD and for which the CDD has remitted to Toho.

Additional Best Practice

Each time a builder contacts the CDD regarding an estoppel letter for property it intends to buy from the developer, the CDD should include the requirement of the Force Main Fee in the estoppel letter.

EXHIBIT A Resolution 2025-10
EXHIBIT B Minimum Invoice Information
EXHIBIT C Sample Letter to Toho

EXHIBIT A

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE SETTING FORTH AN FORCE MAIN FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Edgewater East Community Development District ("**District**") was established by Ordinance No. 2020-49 adopted by the Board of County Commissioners of Osceola County, Florida; and

WHEREAS, the District is organized and exists pursuant to the provisions of the Uniform Community Development District Act of 1980, codified as Chapter 190 of the Florida Statutes ("**Act**"); and

WHEREAS, the Board of Supervisors of the District ("Board") is authorized by Section 190.011(5), F.S. to adopt rules and orders pursuant to Chapter 120, *Florida Statutes;* and

WHEREAS, the Board is authorized by section 190.011(9), F.S. to charge, collect, and enforce fees and other user charges; and

WHEREAS, the Board is authorized by Section 190.011(10), F.S. to raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law; and

WHEREAS, the Board is authorized by Section 190.011(12), F.S. to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, *Florida Statutes;* and

WHEREAS, the Board is authorized by Section 190.011(15), F.S. to exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.011(16), F.S. to exercise such special powers as may be authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Board is authorized by Section 190.012(1)(b), F.S. to finance, fund, plan, and establish water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof; and

WHEREAS, the Board is authorized by Section 190.012(1)(g), F.S. to finance, fund, plan and establish any other project within or without the boundaries of a district when the project is the

subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the Board is authorized by Section 190.012(1)(h), F.S, to finance, fund, plan and establish any project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district; and

WHEREAS, to provide for efficient and effective District operations and to fund the costs associated with a future force main ("Force Main") required by an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 between the District and Toho Water Authority ("Agreement"), the Board finds that it is in the best interests of the District to adopt a one-time fee, with associated penalties for late payment ("Force Main Fee"); and

WHEREAS, the Board finds that the land within the area known as ED-4 will not utilize the Force Main and therefore lands within ED-4 will not be subject to the Force Main Fee; and

WHEREAS, the funding and construction of the Force Main is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the funding and construction of the Force Main is required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

WHEREAS, the Board of Supervisors previously passed and adopted Resolution 2025-09 on January 9, 2025, which included its proposed Rule for the Force Main Fee ("**Rule**"); and

WHEREAS, the District published notices regarding the Rule in accordance with Florida Law and held a public hearing on the Rule on March 6, 2025; and

WHEREAS, the Board of Supervisors finds that the adoption of the Rule, as set forth in Exhibit A, is appropriate, fair and in the best interests of the District, its constituents and the public.

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

SECTION 1. This Resolution is adopted pursuant to Chapters 190, *Florida Statutes*.

SECTION 2. The Rule, attached hereto as **Exhibit A**, is hereby adopted. The District Manager and other District staff are hereby authorized and directed to take all actions necessary to enforce the Rule without further action by the Board.

SECTION 3. The Rule shall take effect immediately and remain in full force and effect until such time as the Board of Supervisors amends or terminates the Rule.

SECTION 4. If any provision of this Resolution is determined to be illegal or invalid by a court of competent jurisdiction, such illegal or invalid provision shall be of no force or effect; however, the remaining provisions of this Resolution shall continue in full force and effect.

SECTION 5. This Resolution shall be effective upon adoption by the Board of Supervisors of the District.

PASSED AND ADOPTED this 6th day of March 2025, by the Board of Supervisors of the Edgewater East Community Development District.

ATTEST:

Secretary/Assistant Secretary

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

Chair/Vice-Chair, Board of Supervisors

Exhibit A

RULE ESTABLISHING THE FORCE MAIN FEE

The District and the Toho Water Authority entered into an agreement entitled FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 ("Agreement"). The Agreement requires the District to remit to Toho the amount of $300 per platted residential unit no later than the time that a water meter is purchased for such platted lot. Such funds are associated with a 12" force main that will be required in the future to serve the lands within the District, with the exception of land within the area known as ED-4.

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

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

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

EXHIBIT B

Minimum Invoice Information

INVOICE FOR FORCE MAIN FEE IMPOSED BY RESOLUTION 2025-10

To: [INSERT NAME AND ADDRESS OF PLATTING ENTITY]

From: Edgewater East CDD ("District")

The District has received and reviewed the plat entitled _____ ("Plat"). Pursuant to District Resolution 2025-10, a copy of which is enclosed, a fee of $300 per platted residential lot/unit ("Force Main Fee") is due to the District within thirty days of the recording of the plat.

The plat was recorded on _____, 20____. The District has identified ____ residential lots created by the Plat. Therefore, a total Force Main Fee of $_____ is due to the District by _____, 20___.

Please remit full payment on or before _____, 20____. Please note that Resolution 2025-10 provides that if the Force Main Fee for a lot/unit is not paid within thirty (30) days of the recording of the plat establishing the lot/unit, the District shall assess a penalty of $50 for the first day the payment is late plus $10 per day thereafter.

NOTE: THE PURPOSE OF THIS FEE IS <u>NOT</u> TO FUND CONSTRUCTION OF THE OFFSITE FORCE MAIN. RATHER, THE PURPOSE OF THE FEE IS TO FUND TOHO WATER AUTHORITY'S LONG-TERM COSTS ASSOCIATED WITH WASTE WATER CAPACITY MAINTENANCE.

Encl. Resolution 2025-10

EXHIBIT C

Form of Letter to Toho

Toho Water Authority
Attn:_____
_____
_____
_____

RE: Payment of $300 fee as required by the FORCE MAIN CONSTRUCTION AGREEMENT KISSIMMEE PARK ROAD and dated December 18, 2024 between the District and Toho Water Authority ("Agreement")

Dear _____:

Our firm is the District Manager for the Edgewater East Community Development District ("District"). Pursuant to the Agreement, the District is obligated to remit to Toho Water Authority ("Toho") a fee of $300 per platted residential lot ("Fee") on or before issuance of a residential water meter for the lot.

For your reference, I enclose the plat entitled _____ and found at Plat Book ____, Page ____, of the Official Records of Osceola County, Florida ("Plat"). As you can see, the Plat contains ____ residential lots ("Lots"). To satisfy the Fee owed to Toho under the Agreement for these Lots, a check in the amount of $_____ is enclosed. This payment was calculated by multiplying the number of Lots by $300.

Please update Toho's records to show that the Lots have fully satisfied the Fee required by the Agreement. In addition, please ensure that the payment enclosed with this correspondence is applied only to the Lots, and to no other real property.

Please contact me at _____ with any questions or concerns. Thank you.

Sincerely,

_____
District Manager

Encl. Plat
Payment

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS C

Wrathell, Hunt and Associates, LLC

TO: Edgewater East Board of Supervisors
FROM: Bryan Merced – Operations Manager
DATE: May 29, 2025
SUBJECT: Status Report – Field Operations

LANDSCAPING:

- Down To Earth
  1. Conducted a site visit 05-29-2025.

  2. DTE assigned Leo Velazquez as the new account manager. In my short interactions with Mr. Velazquez, he has been an improvement with regards to communication and providing past due proposals. The proposals were not as detailed as requested, but it's understood he was under a time crunch trying to get these to me asap.

  3. Mr. Velazquez provided quotes to address dead landscape for the Cross Prairie center median cap beds, Toho Shores Drive center median cap beds, and Cross Prairie side beds that required fills in. This is to go along with the previous proposal for mulch and for the center median ornamental grass replacements. The proposal breakdowns are:

     a. Mulch - $17,010
     b. Ornamental Grasses - $9,569.95
     c. CP Median Cap Ends - $9,121.44 (they are sending adjusted quote as this incorrectly charges for mulch)
     d. TSD Median Cap Ends - $8,503.66
     e. CP Side Bed Fill-ins - $13,648.77

  4. Looking towards 2026, I requested a proposal from DTE to refresh the walking trail with crushed shells, as has been used in similar walking trails elsewhere. The trail, currently, is mainly dirt with scattered rocks. DTE provided an initial cost of $134,071.38. If this is something the Board would like to pursue in 2026, I will proceed with competitive pricing.

  5. I received the police report for the vehicle that crashed into the common area landscape. I then reached out to the vehicle owner, who could/would not confirm whether a claim was already submitted. I reached out directly to the insurance company, 05-29-25, who confirmed a claim was not submitted. They were able to submit a new claim with the information I provided. DTE provided a proposal of $7,360.36, which was sent to the insurance company along with a copy of the police report and photos. The adjuster advised he would get back to me, likely 06-02-25, to confirm when payment will be sent.

  6. I reminded DTE to please have their team blow dirt and mulch off the sidewalks and roads after rains.

  7. During my inspection 05-29-25, I noticed an area of sidewalk with algae from what seems to be an irrigation leak. DTE arrived shortly after and was seen taking water out of the irrigation control box. The irrigation tech advised that the valve was stuck, but could not confirm how long it has been stuck for. I requested an update be provided to me, when the repair is completed, as the sidewalk will need to be pressure-washed.

8. DTE has yet to receive the results of the soil samples they sent for testing, from grass on Savanna Valley Trail, that did not look healthy.

9. DTE has yet to confirm that irrigation plans confirm the reclaimed meter and controller, near Eden is not the CDD's responsibility. An update was requested.

10. I requested an update, from DTE, on what is being done about the sod on Clay Whaley. It has not improved over the last month and has actually gotten worse.

- Ponds

MISC. FIELD OPERATION UPDATES:

1. Clogged Swale Drains – The District Engineer provided the Cross Prairie construction plans on 05-27-25, and this was forwarded to the vendor for their review. During inspection on 05-29-25, several swale drains were holding water from recent rains.
2. Stormwater Drain on Knotty Pine – I am still waiting on stormwater construction plans, to confirm what stormwater drains feed into which specific ponds. This is in response to a complaint that was received on 05-21-25, from M/I Homes, that 3919 Knotty Pine advised the storm water drain next to their home was backed up on the street and not draining properly. A photo was provided showing the drain overflowing on the street. During inspection on 05-22-25 no water was backed up on the street. Inside the drain you could see water a few feet down. The overflow structures of the two ponds nearest to Knotty Pine were inspected, but were clear and too high for normal rain to reach. My suspicion is that it has dirt and construction debris that slows the water flow.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS D

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

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

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 *adoption of Delegation Resolution*	9:00 AM
January 13, 2025 CANCELED	Continued Regular Meeting	9:00 AM
January 22,2025	Special Public Meeting: Bid Opening *RFP Cross Prairie Parkway South Framework Roadway, Phase 2 Civil Site Work*	11:00 AM
January 23, 2025 CANCELED	Special Meeting *adoption of Final Assessment Resolution*	9:00 AM
February 6, 2025	Regular Meeting	9:30 AM
March 6, 2025	Public Hearing and Regular Meeting *adoption of Force Main Fee*	9:00 AM
April 3, 2025	Regular Meeting	9:00 AM
May 1, 2025 CANCELED NO QUORUM	Regular Meeting	9:00 AM
June 5, 2025	Regular Meeting *Presentation of FY2026 Proposed Budget*	9:00 AM
July 3, 2025	Regular Meeting	9:00 AM

August 7, 2025	**Regular Meeting**	**9:00 AM**
September 4, 2025	**Regular Meeting**	**9:00 AM**

Exception

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