

EDGEWATER EAST

**COMMUNITY DEVELOPMENT
DISTRICT**

December 15, 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
<https://edgewatereastcdd.net/>

December 8, 2025

Board of Supervisors
Edgewater East Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Edgewater East Community Development District will hold a Regular Meeting on December 15, 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 Amended and Restated Disclosure of Public Finance (2025) (Assessment Area Three)
4. Consideration of Hanson, Walter & Associates, Inc. Addendum to Letter of Agreement [Land Surveying / Force Main Easements – HWA Job #4288-13-05]
5. Consideration of Jr. Davis Construction Co., Inc. Change Order #001 [Cross Prairie Parkway South Framework Phase 2]
6. Consideration of Resolution 2026-01, Amending and Restating Resolution 2025-20; Authorizing Issuance of Competitive Solicitations for Implementation of the District's Capital Improvement Program; Approving Evaluation Criteria for Requests for Qualifications and Requests for Proposals; Establishing a Construction Evaluation Committee; Appointing Initial Members of the Construction Evaluation Committee and Providing for Removal and Replacement; Defining the Duties of the Construction Evaluation Committee; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Resolution 2026-02, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
8. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of October 31, 2025
 - B. Approval of October 7, 2025 Regular Meeting Minutes

C. Ratification Items

I. Special Warranty Deeds

- a. ED6 Phase 1 Lands
- b. Clay Whaley ROW
- c. Corrective Special Warranty Deed (Clay Whaley ROW)

II. Development Agreement Between The 2975 Clay Whaley Road Land Trust and the CDD

III. Amendment to the Development Agreement Between The 2975 Clay Whaley Road Land Trust and the CDD

IV. Temporary Construction Easement (Clay Whaley Road and Cross Prairie Parkway ROW)

V. Assignment of Impact Fee Credits

- a. ED-6 Roadway Phase 1 – TWA Upsizing Costs
- b. ED-2 Clay Whaley Road – TWA Upsizing Costs

9. Discussion: FY2026 Meeting Schedule

10. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Hanson, Walter & Associates, Inc.*
- C. Field Operations: *Wrathell, Hunt and Associates, LLC*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 8, 2026 at 9:00 AM

○ QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KEVIN MAYS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JUSTIN ONORATO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KEVIN KRAMER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JODY PINO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

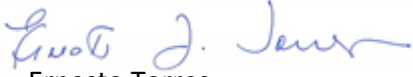
11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714 or Felix Rodriguez at (863) 510-8274.

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

3

This instrument was prepared by:

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

AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCE¹

The Edgewater East Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent local unit of special purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 2020-49, which was enacted by the Board of County Commissioners of Osceola County, Florida, and which became effective on June 16, 2020, as modified by Ordinance No. 2020-66 to correct a scrivener’s error, effective as of September 23, 2020, and as amended to expand the boundaries of the District by Ordinance No. 2021-86, effective as of December 16, 2021, and Ordinance No. 2023-15, effective as of December 21, 2023. The District currently encompasses approximately 1,390.074 acres of land located entirely within Osceola County, Florida (“**County**”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which are initially elected by landowners within the District and must be residents of the State and citizens of the United States. Upon the later of six (6) years after the District’s establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

¹ This *Amended and Restated Disclosure of Public Finance* amends and restates that certain *Amended and Restated Disclosure of Public Finance*, recorded in the Official Records of Osceola County, Florida at Book 6621, Pages 1227-1235.

Board meetings are noticed in the local newspaper, so long as required by Florida law, and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

For more information about the District, please visit: edgewater-eastcdd.net. Alternatively, please contact the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone (561) 571-0010 ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, utilities, stormwater management, hardscape, landscape and irrigation improvements, street lighting and underground electric, conservation and mitigation, recreational amenities, off-site improvements, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On October 6, 2020, the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Osceola County, entered a Final Judgment validating the District's ability to issue not to exceed \$190,100,000 in Special Assessment Revenue Bonds for infrastructure needs of the District.

Bonds & Assessments

On March 16, 2021, the District issued its \$19,895,000 Special Assessment Revenue Bonds, Series 2021 (Assessment Area One) (the "**Series 2021 Bonds**"), to finance a portion of its capital improvement plan, known as the "**Assessment Area One Project**." The Assessment Area One Project is described in more detail in the *Engineer's Report*, dated August 26, 2020, which details the improvements contemplated for the master infrastructure of the District (the "**Master Engineer's Report**"), as amended by the *First Amendment to Engineer's Report Dated August 26, 2020 to Reflect the 2021 Boundary Amendment and Additional Units*, dated January 6, 2022 (the "**First Amended Engineer's Report**"), and as amended by the *Second Amendment to Engineer's Report Dated August 26, 2020 to Reflect the 2023 Boundary Amendment and Associated Units*, dated June 6, 2024 (the "**Second Amended Engineer's Report**"), and as supplemented by the *Supplemental Engineer's Report for Assessment Area One (ED-4)*, dated January 28, 2021 (the "**2021 Supplemental Engineer's Report**"), and as supplemented by the *Supplemental Engineer's Report for Assessment Area Two (ED-2, ED-5, and ED-6 North)*, dated January 6, 2022 (the "**2022 Supplemental Engineer's Report**"), as amended by *The First Amendment to Supplemental Engineer's Report for Assessment Area Two (ED-2, ED-5, and ED-6 North) Dated January 6, 2022 to Reflect the 2023 Boundary Amendment and Associated Units*, dated June 6, 2024 (collectively with the 2022 Supplemental Engineer's Report, the "**Amended 2022 Supplemental Engineer's Report**").

The Series 2021 Bonds are secured by special assessments ("**Series 2021 Assessments**") levied and imposed on benefitted lands within the District. The Series 2021 Assessments are further described in the *Final First Supplemental Special Assessment Methodology Report for Assessment Area One*, dated February 23, 2021 (the "**2021 Assessment Report**").

On February 24, 2022, the District issued its \$33,925,000 Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two) (the “**Series 2022 Bonds**” to finance a portion of its capital improvement plan, known as the “**Assessment Area Two Project.**” The Assessment Area Two Project is described in more detail in the Master Engineer’s Report, as amended by the First Amended Engineer’s Report and the Second Amended Engineer’s Report, and as supplemented by the Amended 2022 Supplemental Engineer’s Report. The Series 2022 Bonds are secured by special assessments (“**Series 2022 Assessments**”) levied and imposed on certain benefitted lands within the District, as further described in the *Final Second Supplemental Special Assessment Methodology Report for Assessment Area Two*, dated February 9, 2022 (the “**2022 Assessment Report**”), as amended by the *First Amendment to the Final Second Supplemental Special Assessment Methodology Report for Assessment Area Two*, dated June 20, 2024 (collectively with the 2022 Assessment Report, the “**Amended 2022 Assessment Report**”).

On July 1, 2025, the District issued its \$9,520,000 Special Assessment Revenue Bonds, Series 2025 (Assessment Area Three) (the “**Series 2025 Bonds**” to finance a portion of its capital improvement plan, known as the “**Assessment Area Three Project.**” The Assessment Area Three Project is described in more detail in the Master Engineer’s Report, as amended by the First Amended Engineer’s Report and the Second Amended Engineer’s Report, and as supplemented by the *Supplemental Engineer’s Report for Assessment Area Three*, dated January 9, 2025 (the “**2025 Supplemental Engineer’s Report,**” and collectively with the 2021 Supplemental Engineer’s Report and 2022 Supplemental Engineer’s Report, the “**Improvement Plan**”). The Series 2025 Bonds are secured by special assessments (“**Series 2025 Assessments**” and together with the Series 2021 Assessments and Series 2022 Assessments, the “**Debt Assessments**”) levied and imposed on certain benefitted lands within the District, as further described in the *Third Supplemental Special Assessment Methodology Report for Assessment Area Three*, dated June 17, 2025 (the “**2025 Assessment Report,**” and together with the 2021 Assessment Report and Amended 2022 Assessment Report, the “**Assessment Report**”).

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. For further information, please contact the District’s Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone (561) 571-0010.

Operation and Maintenance Assessments

In addition to the Debt Assessments, the District also imposes on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against certain benefitted lands in the District and may vary from year to year based on the amount of the District’s budget. The allocation of O&M Assessments is set forth in the annual resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled “non-ad valorem assessments,” which would then

be collected by the Osceola County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

For more information, please visit: <http://edgewater-eastcdd.net>. Additionally, a detailed description of all of the District's assessments, fees and charges, as well as copies of the Improvement Plan, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone (561) 571-0010. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Amended and Restated Disclosure of Public Finance has been executed to be effective as of the 15th day of December 2025.

WITNESS

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2025, by _____, as _____ of EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A
Legal Description of Boundaries of District

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 $\frac{1}{4}$ 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 feet; 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

COMMUNITY DEVELOPMENT DISTRICT

4



HANSON, WALTER & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

ADDENDUM TO LETTER OF AGREEMENT

October 22, 2025

Edgewater East Community Development District

c/o Mr. Craig Wrathell, President and Partner

Wrathell, Hunt & Associates, LLC

2300 Glades Road Suite 41 OW

Boca Raton, FL 33431

wrathellc@whhassociates.com

Re: Edgewater East CDD / Offsite Force Main

Land Surveying / Force Main Easements

HWA Job #4288-13-05

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with your proposed project as follows:

Land Surveying Services:

1. Provide revised Sketch & Legal Descriptions (3 with dates of 09-03/09-23/10-08) for the KPR Offsite Force Main along the WPA canal, as requested by TWA as they are requiring 10' minimum from the pipe to the easement line**\$ 1,500.00**
 2. Provide Sketch and Legal Description showing a 30' easement centered on the as-built of the Force Main on the east side of the Turnpike along the WPA Canal.....**\$ 1,200.00**
- Total Land Surveying Services\$ 2,700.00**

Exclusions

The fees do not include:

- planning & zoning services
- civil engineering design and permitting services
- close-out certification of construction completion documentation
- subdivision platting services
- architectural services
- structural engineering services
- transportation engineering analysis
- environmental analysis
- landscape / irrigation design services
- site lighting plan
- soils work, soils testing
- hydrogeology
- construction layout
- courier fees, delivery fees
- application fees
- bidding/award of contract to contractor services

Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Work Not Specified

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Professional Services".

Hourly Charges

Hourly work will be billed at our current prevailing hourly rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours will be billed at 1½ times the direct labor cost and overhead.

Lump Sum Fees

The above stated Lump Sum Fee(s) are fixed for a period of thirty (30) days from the date of this proposal. If the work has not been initiated on any lump sum item within the period, Consultant reserves the right to terminate this Agreement as it relates to said item.

Invoicing and Payment

All work will be invoiced approximately the 10th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Design Professionals Contractual Limitation on Liability

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Acceptance

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.

Termination

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Consultants.

Acceptance of Proposal

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

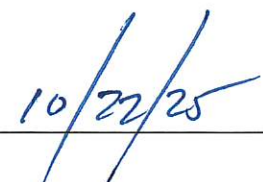
This Proposal Accepted By



John M. Hughes, PSM

Client Signature

Client Print



Date

Date

w/attachments



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

<u>CONSULTING SERVICES</u>		<u>\$/HR.</u>
A.	Principal	\$ 330.00
B.	Project Manager	200.00
C.	Senior Engineer	205.00
D.	Engineer	165.00
E.	Senior Planner	150.00
F.	CAD Design Technician	140.00
G.	CAD Technician	125.00
H.	Construction Inspector	150.00
I.	Administrative	90.00
J.	Project Coordinator/Scheduler	100.00
K.	Surveying Services	
1.	Survey Field Crew	175.00
2.	GPS Survey Crew	175.00
3.	Principal Land Surveyor	200.00
4.	Associate Land Surveyor	125.00
5.	Senior Technician (CAD / PSM)	125.00
6.	Computer Technician (CAD)	125.00
L.	Clerical Services	75.00
M.	Miscellaneous Expenses	
	1. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
	2. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
	3. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
	4. Xerox Copies, ea. mass reproduction (8 1/2" x 11")	.25
	5. Xerox Copies, ea. mass reproduction (8 1/2" x 14")	.35
	6. Xerox Copies, ea. (11" x 17")	1.00
	7. Xerox Copies of Original Survey 8 1/2" x 14"	5.00
	Plus each additional	1.00
	8. Travel, per mile, portal to portal	.40
	9. Printing, Graphics, Postage, etc.	Cost + 20%
	10. Long Distance Telephone Charges	Cost + 20%
	11. Out of Town Expenses (Overnight)	Cost + 30%
	12. Sub-Consultant Services, Laboratory, Testing, etc.	Cost + 15%
	13. Permit and Application Fee Advances	Cost + 10%
	14. Overnight Deliveries	Cost + 20%
	15. Courier Services	Cost + 20%

- For sworn testimony at depositions and hearings, etc., the above rates will be charged at 2.5 times.
- For services in court, the above rates will be charged at 2.5 times, with a minimum of an eight-hour day charged for each day of appearance. Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Client/Owner Profile

Contact Information

Date:

Client Name:	Property Owner:
Address:	Address:
Phone:	Phone:
Additional Phone:	Additional Phone:
Fax:	Fax:
E-Mail:	E-Mail:

Billing Contact:
Billing Address:
Phone:
Fax:
E-Mail:

Job Contact:
Phone:
Mobile Phone:
E-Mail:

-----HWA Administrative Use Only-----

Job #
Project Name
Project Manager
Engineer

Distribution: 1) Accounting, 2) Project Coordinator, 3) Administrative Team



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
 Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Letter of Authorization

Date _____

RE:

To Whom It May Concern:

This letter does hereby authorize _____ and Hanson, Walter &

(Client)

Associates, Inc. to act as representative for _____ and

(Owner)

with the respective reviewing/permitting agencies in an effort to receive all approvals necessary for the required permitting for the above referenced project located in Osceola County, Florida.

By execution of this document, the Owner does hereby allow Hanson, Walter & Associates, Inc. access to the site in order to fulfill the requirements of the contract.

If you have any questions, please contact me at _____.

Sincerely,

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____,

20____, by _____, who is personally known to me, or who

(name of person making statement)

produced _____ as identification.

SEAL:

Notary Public Signature: _____



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

5

Change Order #001

EDGEWATER EAST CDD
C/O WRATHELL, HUNT & ASSOCIATES, LLC
2300 GLADES RD., STE. 410W
BOCA RATON, FL 33431

Distribution

☐ CROSS PRAIRIE PKWY SOUTH FRAME WORK PH.2
☐
☐ Office ☐ Field
☐ Other

Job: CROSS PRAIRIE PKWY SOUTH FRAME WORK PH.2
2239-

Contract Number: 2239- CROSS PRAIRIE PKWY SOUTH FRAME WORK PH.2

Change Order #: CO1: OUC DUCT BANK & STREET LIGHTING RFCO-01

To (Contractor): Jr. Davis Construction Co., Inc.
210 Hangar Road
Kissimmee, FL 34741

Change Order Date: 11/14/25

Change Order Page: 1

You are directed to make the following changes in this Contract: OUC Duct Bank & Street Lighting per JDC RFCO-01 and HWA Work Directive No. 001 attached 3 pages as backup.

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
6002	6002	400.000	LF	CO1: OUC DUCT BANK: 3"-2 WAY	12.15000	4,860.00
6004	6004	1,520.000	LF	CO1: OUC DUCT BANK: 6"-1 WAY	31.80000	48,336.00
6006	6006	680.000	LF	CO1: OUC DUCT BANK: 6"- 2 WAY - 3" 2 WAY	75.25000	51,170.00
6008	6008	2,300.000	LF	CO1: OUC DUCT: 6"-6 4"-2 3"-2 WAY 1-4/0 CU GRND	154.82000	356,086.00
6010	6010	18.000	EA	CO1: OUC DUCT BANK: 3" GALVANIZED SWEEPS	185.00000	3,330.00
6012	6012	12.000	EA	CO1: OUC DUCT BANK: 6" GALVANIZED SWEEPS	965.00000	11,580.00
6014	6014	10.000	EA	CO1: OUC DUCT BANK: 3" CAPS	36.00000	360.00
6016	6016	2.000	EA	CO1: OUC DUCT BANK: 4" CAPS	50.00000	100.00
6018	6018	14.000	EA	CO1: OUC DUCT BANK: 6" CAPS	64.00000	896.00
6020	6020	2.000	EA	CO1: OUC DUCT BANK: 40x40 TRANSFORMER PADS	593.00000	1,186.00
6022	6022	2.000	EA	CO1: OUC DUCT BANK: SWITCHGEAR PADS	6,503.00000	13,006.00
6024	6024	2.000	EA	CO1: OUC DUCT BANK: 6'x15' MANHOLES	37,313.00000	74,626.00
6026	6026	2.000	EA	CO1: OUC DUCT BANK: 10'x16' MANHOLES	51,604.00000	103,208.00
6028	6028	1.000	.LS	CO1: OUC DUCT BANK: TIE INTO EXISTING	3,096.00000	3,096.00
6030	6030	1.000	.LS	CO1: OUC DUCT BANK: STRING/SOD/MISC FITTINGS	17,805.00000	17,805.00
6032	6032	4,600.000	LF	CO1: OUC STREET LIGHTING: 2" PVC	10.40000	47,840.00
6034	6034	52.000	EA	CO1: OUC STREET LIGHTING: 2" SWEEPS	36.00000	1,872.00
6036	6036	22.000	EA	CO1: OUC STREET LIGHTING: JUNCTION BOXES	393.00000	8,646.00
6038	6038	2.000	EA	CO1: OUC STREET LIGHTING: SECONDARY BOXES	457.00000	914.00
6040	6040	1.000	.LS	CO1: OUC STREET LIGHTING: STRING/MISC FITTINGS	3,240.00000	3,240.00
Total for Change Order				01		752,157.00

Change Order #001

EDGEWATER EAST CDD
 C/O WRATHELL, HUNT & ASSOCIATES, LLC
 BOCA RATON, FL 33431

Distribution

☐ CROSS PRAIRIE PKWY SOUTH FRAME WORK PH.2
☐
☐ Office ☐ Field
☐ Other

Not valid until signed by both the Owner and Contractor. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	4,761,349.57
The net change by previously authorized Change Orders was	0.00
The Contract Sum prior to this Change Order was	4,761,349.57
The Contract Sum will be increased by this Change Order.	752,157.00
The new Contract Sum will be	5,513,506.57

Contracts Days Increased By 60 Days

The Contract time will be increased by 60 Days, which makes the new completion date as of this Change Order 6/24/2026

Authorized By Owner:

Authorized by Engineer:

Accepted By Contractor:



EDGEWATER EAST CDD

HANSON WALTER & ASSOC., INC.

JR. DAVIS CONSTRUCTION CO., INC.

Edgewater ED6 Cross Prairie Parkway South OUC Duct**Bank & OUC Street Lighting****JR. DAVIS CONSTRUCTION**

210 Hangar Road

Kissimmee, FL, 34741

Contact: Trevor Conley

Phone: 407-870-0066

Email: trevor.conley@jr-davis.com



Jr. Davis Construction Company, Inc.

Quote To: Eric Lavoie
 Company: BTI Partners
 Phone: 407-232-4697
 Email: elavoie@btipartners.com

Proposal Date: 9/22/2025
 Date of Plans: 6/25/2025 OUC Plans
 Revised Proposal: 10/27/2025
 Addendums:
 HCSS#: 2239RFCO01

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONTRACT DAYS				
1100	CONTRACT DAYS	60.00	DA		
	CONTRACT DAYS				
	OU DUCT BANK SYSTEM				
2010	3"-2 WAY	400.00	LF	12.15	4,860.00
2020	6"-1 WAY	1,520.00	LF	31.80	48,336.00
2030	6"- 2 WAY - 3" 2 WAY	680.00	LF	75.25	51,170.00
2040	6"-6 WAY 4"-2 WAY 3"-2 WAY 1-4/0 CU GROUND	2,300.00	LF	154.82	356,086.00
2050	3" GALVANIZED SWEEPS	18.00	EA	185.00	3,330.00
2060	6" GALVANIZED SWEEPS	12.00	EA	965.00	11,580.00
2070	3" CAPS	10.00	EA	36.00	360.00
2080	4" CAPS	2.00	EA	50.00	100.00
2090	6" CAPS	14.00	EA	64.00	896.00
2100	40X40 TRANSFORMER PADS	2.00	EA	593.00	1,186.00
2110	SWITCHGEAR PADS	2.00	EA	6,503.00	13,006.00
2115	6'X15' OUC MANHOLES	2.00	EA	37,313.00	74,626.00
2120	10'X16' OUC MANHOLES	2.00	EA	51,604.00	103,208.00
2125	TIE INTO EXISTING	1.00	LS	3,096.00	3,096.00
2130	STRING/SOD/MISC FITTINGS	1.00	LS	17,805.00	17,805.00
	OU DUCT BANK SYSTEM				689,645.00
	OU STREET LIGHTING				
3010	2" PVC	4,600.00	LF	10.40	47,840.00
3020	2" SWEEPS	52.00	EA	36.00	1,872.00
3030	OU JUNCTION BOXES	22.00	EA	393.00	8,646.00
3040	OU SECONDARY BOXES	2.00	EA	457.00	914.00
3050	STRING/MISC FITTINGS	1.00	LS	3,240.00	3,240.00
	OU STREET LIGHTING				62,512.00
GRAND TOTAL					\$752,157.00

NOTES:

PROPOSAL BASED ON OUC DUCT BANK/MANHOLE AND OUC STREET LIGHTING SYSTEM PLANS RECEIVED 8/22/2025. NO ENGINEERED DESIGN PROVIDED AT TIME OF PROPOSAL.

ALL SCOPED PROVIDED HEREIN TURNKEY AND BASED ON OUC NOTES AND DETAILS PROVIDED IN PLANS RECEIVED 8/22/2025.

PROPOSAL ASSUMES USE OF EXISTING DEWATERING SYSTEM INSTALLED BY JDC FOR UTILITIES. NO NEW DEWATERING SOCK INCLUDED IN PROPOSAL.

OWNER TO PROVIDE NOTICE TO PROCEED OR DIRECTIVE IN WRITING FOR CONTRACTOR TO PROCEED WITH MATERIAL PROCUREMENT AND SHOP DRAWINGS.

PRICING DOES NOT INCLUDE ANY POTENTIAL CONFLICTS WITH OTHER UTILITIES OR ROW/EASEMENT CONFLICTS.

JDC REQUESTS AN ADDITIONAL 60 CALENDAR DAYS OF CONTRACT TIME TO ACCOMMODATE AND INCORPORATE THE SCOPE OF WORK HEREIN. THE NEW SUBSTANTIAL COMPLETION MILESTONE DATE FOR THE PROJECT SHALL BE 60 CALENDAR DAYS AFTER THE SUBSTANTIAL COMPLETION DATE IN THE FORTHCOMING NOTICE TO PROCEED FOR THE PROJECT.

PROPOSAL REVISED 10/27/25 TO ADJUST FOR ACTUAL OUC LIGHTING PLAN RECEIVED 10/21/25



November 5, 2025

Mr. Larry Barber
Project Manager
Jr. Davis Construction Co. Inc.
210 Hangar Rd.
Kissimmee, FL 34741

**Re: Edgewater East CDD Cross Prairie Parkway South ED6 Ph2
Work Directive No. 001**

Dear Mr. Barber:

The purpose of this letter is to serve as Work Directive No.001 for the above-referenced project. You are hereby directed to make necessary actions in the procurement of materials for the OUC Electrical Conduit System as indicated on JDC RFCO #001 submitted on 10/27/25. A change order will be presented to the Edgewater East CDD Board of Supervisors for final approval at their next regularly scheduled meeting.

These changes in work should be carried out without further delay to the project schedule.

Please call to discuss the above items should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Pete Glasscock', is located below the 'Sincerely,' text.

Pete Glasscock
Construction Manager, Hanson Walter & Assoc. Inc.

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION 2025-20; AUTHORIZING ISSUANCE OF COMPETITIVE SOLICITATIONS FOR IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR AUTHORITY OF DISTRICT ENGINEER TO MAKE CERTAIN DEVIATIONS; APPROVING EVALUATION CRITERIA FOR REQUESTS FOR QUALIFICATIONS AND REQUESTS FOR PROPOSALS; ESTABLISHING A CONSTRUCTION EVALUATION COMMITTEE; APPOINTING INITIAL MEMBERS OF THE CONSTRUCTION EVALUATION COMMITTEE AND PROVIDING FOR REMOVAL AND REPLACEMENT; DEFINING THE DUTIES OF THE CONSTRUCTION EVALUATION COMMITTEE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for certain basic public infrastructure; and

WHEREAS, at this time, the District's Board of Supervisors ("Board") finds it is in the District's best interests to authorize the competitive solicitation of all components of the District Engineer's Report dated August 26, 2020, as amended and supplemented from time to time ("CIP"), in accordance with state and federal law and the District's Rules of Procedure; and

WHEREAS, the Board believes it is beneficial to have subject matter experts initially evaluate the competitive solicitation responses and recommend approval or modification of change orders necessary to construct the District's CIP, and therefore desires to establish a Construction Evaluation Committee ("Committee"); and

WHEREAS, the Board desires to approve a form of Evaluation Criteria for requests for qualifications and authorize certain deviations by the Committee; and

WHEREAS, the Board desires to approve a form of Evaluation Criteria for requests for proposals and authorize certain deviations by the Committee; and

WHEREAS, the Board desires to appoint the initial members of the Committee and provide for their removal and replacement from time to time; and

WHEREAS, the Board further desires to provide for the general functions of the Committee.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby authorizes the advertisement of all competitive solicitations for of all components of the District's CIP in accordance with state and federal law and its Rules of Procedure. This expressly includes, but is not limited to, professional services, construction services, and purchases of goods necessary for implementation of the CIP. No further action by the Board is necessary to initiate and publish such competitive solicitations.

SECTION 3. The Evaluation Criteria attached hereto as **Exhibit A** are hereby approved for all requests for qualifications, unless modified by the Board by motion.

SECTION 4. The Evaluation Criteria attached hereto as **Exhibit B** are hereby approved for all requests for proposals. Prior to issuance of a request for proposals, the District Engineer shall have the power and discretion to deviate from the point allocations for any category by up to 25 points for an individual request for proposals, provided the total number of points possible shall remain at 100. Unless established by the Board for a particular request for proposal, the District Engineer shall establish the Preliminary Requirements considering the nature and costs of the work to be performed.

SECTION 5. The Committee is hereby established. The Committee shall consist of no more than three (3) members and no less than two (2) members. The initial members of the Committee are:

1. Eric Lavoie
2. Shawn Hindle
3. Kevin Kramer

The Board shall have the power to remove and replace any and all Committee members by motion or resolution. At least two Committee members must be physically present to constitute a quorum. In the event only one Committee member can be physically present, an employee of the District Engineer may fill in as a substitute member for that specific meeting. The Committee and its members shall be subject to Florida's Sunshine Laws, including open meetings laws and public records laws.

SECTION 6. The duties of the Committee shall generally include:

1. Review responses to competitive solicitations and provide information and advice to the Board regarding the same.
2. Suggest an initial scoring of responses to competitive solicitations for information purposes only and for the Board's consideration; provided however, the Board shall be free to reject the scoring provided by the Evaluation Committee for any reason whatsoever and complete the Board's own scoring, or, alternatively, shall be free to approve by motion the scoring provided by the Evaluation Committee as the Board's own.
3. Review change orders and recommend approval or modification of the same to the Board.

SECTION 7. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 8. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of December, 2025.

ATTEST:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Evaluation Criteria for Requests for Qualifications

Exhibit B: Evaluation Criteria for Requests for Proposals

Exhibit A

Evaluation Criteria for Requests for Qualifications

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 8 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 2 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

Exhibit B

Evaluation Criteria for Requests for Proposals

1. PRELIMINARY REQUIREMENTS

(Pass / Fail)

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

2. PRICE

(60 Points Possible)

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

45 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid. Points for all other Proposers will be calculated by dividing the dollar amount in the lowest cost proposal by the dollar amount in each Proposer's cost proposal and then multiplying that result by 45. The cost proposal evaluation for this point category will include any bid alternates recommended for implementation by the District Engineer.

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

3. PERSONNEL & EQUIPMENT

(10 Points Possible)

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

4. EXPERIENCE/UNDERSTANDING SCOPE OF WORK

(10 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc., whether the Proposer demonstrates an understanding of the District's needs for the services

requested, whether the proposal provided all the information as requested by the District, whether the Proposer used the forms provided from the Project Manual in responding to the proposal, and whether the proposal as a whole appears to be feasible, in light of the scope of work.

5. SCHEDULE

(20 Points Possible)

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

10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of CALENDAR days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule. Points for all other Proposers will be calculated by dividing the number of days in the most expedited construction schedule by the number of days in each Proposer's construction schedule and then multiplying that result by 10.

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

100 Total Points Possible

EDGEWATER EAST

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION, ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of Osceola County Ordinance No. 2020-49 creating the District (the "Ordinance") is June 16, 2020; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the ____ day of November, 2026 at ____:____ .m., at

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 15th day of December, 2025. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of December, 2025.

Attest:

**EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Edgewater East Community Development District (the "District") in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November ___, 2026

TIME: ___:___ .m.

PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November** __, 2026

TIME: __: __ .m.

LOCATION: _____

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING – November __, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Edgewater East Community Development District to be held at __:__ __.m., on November __, 2026 at _____, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2026**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Edgewater East Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3.	_____	_____
4.	_____	_____
5.	_____	_____

Date: _____

Signed: _____

Printed Name: _____

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

8

CONSENT
AGENDA

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

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

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2025**

	General Fund	Special Revenue Fund TOHO	Special Revenue Fund W&S Impact Fees	2021 Debt Service Fund	2022 Debt Service Fund	2025 Debt Service Fund	2021 Capital Projects Fund	2022 Capital Projects Fund	Force Main Capital Projects Fund	2025 Capital Projects Fund	Total Governmental Funds
ASSETS											
Cash	\$ 640,845	\$ 98	\$ 233,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,185,960	\$ -	\$ 2,060,039
Investments											
Revenue	-	-	-	384,520	659,021	-	-	-	-	-	1,043,541
Reserve	-	-	-	556,290	1,936,546	706,381	-	-	-	-	3,199,217
Prepayment	-	-	-	12,667	40,872	-	-	-	-	-	53,539
Interest	-	-	-	3,385	-	193,958	-	-	-	-	197,343
Construction	-	-	-	-	-	-	16,579	92,280	-	4,491,841	4,600,700
Construction - E2	-	-	-	-	-	-	-	35	-	-	35
Construction - E5	-	-	-	-	-	-	-	11	-	-	11
Construction - E6N	-	-	-	-	-	-	-	11	-	-	11
Cost of issuance	-	-	-	11,454	-	70	-	-	-	-	11,524
Due from Landowner	363,612	-	-	-	-	-	-	30,185	-	-	393,797
Due from DSF 2022	5,725	-	-	-	-	-	-	-	-	-	5,725
Due from CPF 2022	25,978	-	-	-	-	-	-	-	-	-	25,978
Due from SRF TOHO 1249	1,000	-	-	-	-	-	-	-	-	-	1,000
Due from force main capital projects fund	25,782	-	-	-	-	-	-	-	-	-	25,782
Utility deposit	240	-	-	-	-	-	-	-	-	-	240
Total assets	<u>\$1,063,182</u>	<u>\$ 98</u>	<u>\$ 233,136</u>	<u>\$968,316</u>	<u>\$2,636,439</u>	<u>\$ 900,409</u>	<u>\$ 16,579</u>	<u>\$ 122,522</u>	<u>\$1,185,960</u>	<u>\$4,491,841</u>	<u>\$11,618,482</u>
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts payable	\$ 77,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,181
Contracts payable	-	-	-	-	-	-	-	96,905	1,015	4,487	102,407
Retainage payable	-	-	-	-	-	-	-	48,663	312,206	155,851	516,720
Due to general fund	-	1,000	-	-	5,725	-	-	25,978	25,782	-	58,485
Due to other	-	-	526,717	-	-	-	-	-	-	-	526,717
Tax payable	31	-	-	-	-	-	-	-	-	-	31
Landowner advance	21,000	-	-	-	-	-	-	-	-	-	21,000
Total liabilities	<u>98,212</u>	<u>1,000</u>	<u>526,717</u>	<u>-</u>	<u>5,725</u>	<u>-</u>	<u>-</u>	<u>171,546</u>	<u>339,003</u>	<u>160,338</u>	<u>1,302,541</u>
DEFERRED INFLOWS OF RESOURCES											
Deferred receipts	363,612	-	-	-	-	-	-	30,185	-	-	393,797
Total deferred inflows of resources	<u>363,612</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,185</u>	<u>-</u>	<u>-</u>	<u>393,797</u>
Fund balances:											
Restricted for:											
Special revenue	-	(902)	(293,581)	-	-	-	-	-	-	-	(294,483)
Debt service	-	-	-	968,316	2,630,714	900,409	-	-	-	-	4,499,439
Capital projects	-	-	-	-	-	-	16,579	(79,209)	846,957	4,331,503	5,115,830
Unassigned	601,358	-	-	-	-	-	-	-	-	-	601,358
Total fund balances	<u>601,358</u>	<u>(902)</u>	<u>(293,581)</u>	<u>968,316</u>	<u>2,630,714</u>	<u>900,409</u>	<u>16,579</u>	<u>(79,209)</u>	<u>846,957</u>	<u>4,331,503</u>	<u>9,922,144</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,063,182</u>	<u>\$ 98</u>	<u>\$ 233,136</u>	<u>\$968,316</u>	<u>\$2,636,439</u>	<u>\$ 900,409</u>	<u>\$ 16,579</u>	<u>\$ 122,522</u>	<u>\$1,185,960</u>	<u>\$4,491,841</u>	<u>\$11,618,482</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	\$ 373,786	0%
Assessment levy: off-roll	-	-	1,115,408	0%
Total revenues	-	-	1,489,194	0%
EXPENDITURES				
Professional & administrative				
Supervisor fees	215	215	-	N/A
Management/admin/recording	4,000	4,000	48,000	8%
Legal	-	-	50,000	0%
Engineering	-	-	7,500	0%
Audit	-	-	6,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent	250	250	2,000	13%
Trustee 2021	-	-	5,725	0%
Trustee 2022	-	-	5,725	0%
DSF accounting & assessment rolls - Series 2021	458	458	5,500	8%
DSF accounting & assessment rolls - Series 2022	458	458	5,500	8%
Telephone	17	17	200	9%
Postage	53	53	500	11%
Printing & binding	42	42	500	8%
Legal advertising	-	-	6,500	0%
Annual special district fee	175	175	175	100%
Insurance	6,376	6,376	7,268	88%
Contingencies/bank charges	8	8	500	2%
EMMA-Software service	1,500	1,500	-	N/A
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	145	145	210	69%
Total professional & administrative	14,402	14,402	154,508	9%
Field operations				
Field operations management	1,458	1,458	16,000	9%
O&M accounting	-	-	10,000	0%
Stormwater management				
Lake maintenance	1,104	1,104	19,524	6%
Streetlighting	-	-	107,296	0%
Repairs & maintenance	-	-	47,863	0%
Trail maintenance	-	-	25,000	0%
Sidewalk repairs	-	-	10,000	0%
Pressure washing	-	-	10,000	0%
Electricity	-	-	8,180	0%
Landscape maint.				
Maintenance contract	33,300	33,300	402,820	8%
Plant replacement	-	-	40,000	0%
Landscape contingency	-	-	39,200	0%
Irrigation	-	-	168,115	0%
Irrigation repairs	-	-	25,000	0%
Mulch	-	-	79,000	0%
Trash services	-	-	9,000	0%
Total field operations	35,862	35,862	1,016,998	4%
Other fees & charges				
Tax collector	-	-	7,787	0%
Total other fees & charges	-	-	7,787	0%
Total expenditures	50,264	50,264	1,179,293	4%
Excess/(deficiency) of revenues				

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

	Current Month	Year to Date	Budget	% of Budget
over/(under) expenditures	<u>(50,264)</u>	<u>(50,264)</u>	<u>309,901</u>	
Fund balances - beginning	651,622	651,622	550,873	
Committed				
Working capital	-	-	300,274	
Unassigned	<u>601,358</u>	<u>601,358</u>	<u>560,500</u>	
Fund balances - ending	<u><u>\$ 601,358</u></u>	<u><u>\$ 601,358</u></u>	<u><u>\$ 860,774</u></u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND TOHO
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date
REVENUES		
Force main fee	\$ -	\$ -
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Contingencies	<u>150</u>	<u>150</u>
Total expenditures	<u>150</u>	<u>150</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (150)	 (150)
 Fund balance - beginning	 (752)	 (752)
Fund balance - ending	<u>\$ (902)</u>	<u>\$ (902)</u>

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND W&S IMPACT FEES
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date
REVENUES		
Uncoded revenue	\$ -	\$ -
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Contingencies	<u>150</u>	<u>150</u>
Total expenditures	<u>150</u>	<u>150</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (150)	 (150)
 Fund balance - beginning	 <u>(293,431)</u>	 <u>(293,431)</u>
Fund balance - ending	<u><u>\$ (293,581)</u></u>	<u><u>\$ (293,581)</u></u>

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 1,119,962	0%
Interest	3,057	3,057	-	N/A
Total revenues	<u>3,057</u>	<u>3,057</u>	<u>1,119,962</u>	0%
EXPENDITURES				
Debt Service				
Principal	-	-	440,000	0%
Interest	-	-	676,580	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,116,580</u>	0%
Other fees & charges				
Tax collector	-	-	23,333	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>23,333</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>1,139,913</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	3,057	3,057	(19,951)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(1,758)</u>	<u>(1,758)</u>	-	N/A
Total other financing sources	<u>(1,758)</u>	<u>(1,758)</u>	-	N/A
Fund balances - beginning	967,017	967,017	938,377	
Fund balances - ending	<u>\$ 968,316</u>	<u>\$ 968,316</u>	<u>\$ 918,426</u>	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,930,401	0%
Interest	7,254	7,254	-	N/A
Total revenues	<u>7,254</u>	<u>7,254</u>	<u>1,930,401</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	695,000	0%
Interest	-	-	1,231,950	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,926,950</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	7,254	7,254	3,451	
Fund balances - beginning	<u>2,623,460</u>	<u>2,623,460</u>	<u>2,576,037</u>	
Fund balances - ending	<u><u>\$ 2,630,714</u></u>	<u><u>\$ 2,630,714</u></u>	<u><u>\$ 2,579,488</u></u>	

**EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2025
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 698,963	0%
Interest	3,083	3,083	-	N/A
Total revenues	<u>3,083</u>	<u>3,083</u>	<u>698,963</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	125,000	0%
Interest	-	-	479,802	0%
Total debt service	<u>-</u>	<u>-</u>	<u>604,802</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	3,083	3,083	94,161	
Fund balances - beginning	897,326	897,326	890,883	
Fund balances - ending	<u>\$ 900,409</u>	<u>\$ 900,409</u>	<u>\$ 985,044</u>	

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

	Current Month	Year To Date
REVENUES		
Interest & miscellaneous	\$ 181	\$ 181
Total revenues	<u>181</u>	<u>181</u>
EXPENDITURES		
Construction costs	955	955
Construction costs - project infrastructure	10,690	10,690
Total expenditures	<u>11,645</u>	<u>11,645</u>
Excess/(deficiency) of revenues over/(under) expenditures	(11,464)	(11,464)
Fund balances - beginning	(67,745)	(67,745)
Fund balances - ending	<u>\$ (79,209)</u>	<u>\$ (79,209)</u>

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 46	\$ 46
Total revenues	<u>46</u>	<u>46</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	46	46
OTHER FINANCING SOURCES/(USES)		
Transfer in	1,758	1,758
Total other financing sources/(uses)	<u>1,758</u>	<u>1,758</u>
Net change in fund balances	1,804	1,804
Fund balances - beginning	14,775	14,775
Fund balances - ending	<u>\$ 16,579</u>	<u>\$ 16,579</u>

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

	Current Month	Year To Date
REVENUES		
Interest & miscellaneous	\$ 4,327	\$ 4,327
Total revenues	<u>4,327</u>	<u>4,327</u>
EXPENDITURES		
Construction costs	118,495	118,495
Contingencies	75	75
Total expenditures	<u>118,570</u>	<u>118,570</u>
Excess/(deficiency) of revenues over/(under) expenditures	(114,243)	(114,243)
Fund balances - beginning	961,200	961,200
Fund balances - ending	<u>\$ 846,957</u>	<u>\$ 846,957</u>

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

	Current Month	Year To Date
REVENUES		
Interest & miscellaneous	\$ 24,752	\$ 24,752
Total revenues	<u>24,752</u>	<u>24,752</u>
EXPENDITURES		
Construction costs	890,161	890,161
Total expenditures	<u>890,161</u>	<u>890,161</u>
Excess/(deficiency) of revenues over/(under) expenditures	(865,409)	(865,409)
Fund balances - beginning	5,196,912	5,196,912
Fund balances - ending	<u>\$ 4,331,503</u>	<u>\$ 4,331,503</u>

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Edgewater East Community Development District held a Regular Meeting on October 7, 2025 at 9:00 a.m., at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present:

Noah Breakstone	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
Dave D'Ambrosio (via telephone)	BTI Partners
Bryan Merced (via telephone)	Field Operations

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 9:00 a.m.

Supervisors Kramer, Breakstone and Pino were present. Supervisors Mays and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consent Agenda

Mr. Torres presented the following:

A. Acceptance of Unaudited Financial Statements as of August 31, 2025

B. Approval of September 4, 2025 Regular Meeting Minutes**C. Ratification Item(s)****I. Yellowstone Landscape – Southeast, LLC Landscape and Irrigation Maintenance Agreement**

On MOTION by Mr. Breakstone and seconded by Mr. Kramer, with all in favor, the Unaudited Financial Statements as of August 31, 2025, were accepted; the September 4, 2025, Regular Meeting Minutes, as presented, were approved; and the Yellowstone Landscape – Southeast, LLC Landscape and Irrigation Maintenance Agreement, was ratified.

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

There was no report.

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

Mr. Hindle stated there will be a pre-construction conference for Cross Prairie Park and ED7. Staff will send a few work authorizations to Management for CEI services.

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

Mr. Merced stated Yellowstone commenced landscaping and, in the few days since work started, he noticed improvements compared to Down to Earth, who was the previous landscaper. He asked for a credit from the final billing due to incomplete items, scheduled a meeting with Down to Earth representatives but they did not attend or respond to calls or text messages. He voiced his disappointment and stated this should be considered if Down to Earth ever responds to a Request for Proposals (RFP) for work in the CDD.

Discussion ensued regarding the deduction on the final invoice, an install, and Down to Earth's lack of responsiveness.

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

- **NEXT MEETING DATE: November 6, 2025 at 9:00 AM**

- **QUORUM CHECK**

FIFTH ORDER OF BUSINESS**Board Members' Comments/Requests**

71

72 There were no Board Members' comments or requests.

73

74 **SIXTH ORDER OF BUSINESS****Public Comments**

75

76 No members of the public spoke.

77

78 **SEVENTH ORDER OF BUSINESS****Adjournment**

79

80 On MOTION by Mr. Breakstone and seconded by Ms. Pino, with all in favor, the
81 meeting adjourned at 9:12 a.m.

82

83

84

85

86

87

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

88

89

90 _____
Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS I

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS Ia

PREPARED BY AND RETURN TO:

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

SPECIAL WARRANTY DEED
[Edgewater ED-6 Phase 1 Tracts B, C & D]

THIS SPECIAL WARRANTY DEED is executed as of this 27th day of October 2025, by **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company doing business in Florida as Edgewater Property Florida Holdings, LLC, whose mailing address is 401 E Las Olas Blvd, Suite 1870, Fort Lauderdale, Florida 33301 ("Grantor"), in favor of **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee").

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

[Signature page to follow]

Signed, sealed and delivered
in the presence of:

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

[Signature]
Print Name: Tiana Tupa-Yupagui
Address: 9 Old Kings Hwy S., FL 4
Darien, CT 06820

[Signature]
Print Name: KINGA CZHAKTOSZ
Address: 9 Old Kings Hwy S., FL 4
Darien, CT 06820

By: [Signature]
Name: Jordan Socaransky
Title: Vice President

By: [Signature]
Name: Marc Porosoff
Title: Vice President and Secretary

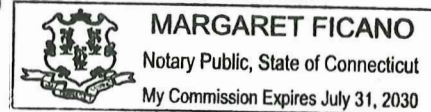
**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of October 2025, by Jordan Socaransky, VP, as and Marc Porosoff, VP + Secretary of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, 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 Connecticut

(NOTARY SEAL)

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



**STATE OF CONNECTICUT
COUNTY OF FAIRFIELD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of October 2025, by Jordan Socaransky, VP, as and Marc Porosoff, VP + Secretary of Edgewater Property Holdings, LLC, a Delaware limited liability company, doing business in Florida as Edgewater Property Florida Holdings, LLC, 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 Connecticut

(NOTARY SEAL)

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

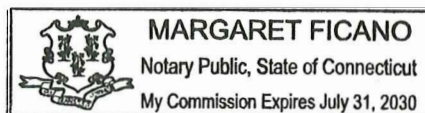


Exhibit A

Tracts B, C, and D, ED-6 ROADWAY PHASE 1, according to the plat thereof, as recorded in Plat Book 37, Pages 12 through 13, inclusive, of the Public Records of Osceola County, Florida.

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS Ib



CFN 2025057497
BK 6783 Pgs 1860-1864 (5 Pgs)
DATE: 05/06/2025 02:53:31 PM
KELVIN SOTO, ESQ., CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$44.00

Prepared by and after
recording return to:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed this 18 day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, ("Grantor"), whose post office address is 1815 Big Oak Lane, Kissimmee, Florida 34746; to **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida, created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("Grantee"), whose post office address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

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

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

[Signature page to follow]

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

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

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

Jack Del-Giudice
Signature

Name: Kevin Kramer
Address: Kevin Kramer
4798 New Broad St., Orlando, FL 32814

Shawn Hindle
Signature

Name: Shawn Hindle
Address: 8 Broadway, Suite 104
Kissimmee, Florida 34741

JACK DEL-GIUDICE
TRUSTEE, as

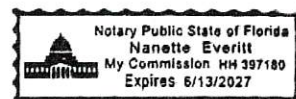
STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 18TH day of April, 2025 by JACK DEL-GIUDICE, as TRUSTEE of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee, who ☐ is personally known to me or ☒ has produced DRIVERS LICENSE as identification.

Nanette Everitt
Signature of Notary Public
Print Name: NANETTE EVERITT
Notary Public - State of Florida
My Commission Expires: 06.13.2027
Commission No: HH 397180

(NOTARY SEAL)



[insert legal description]

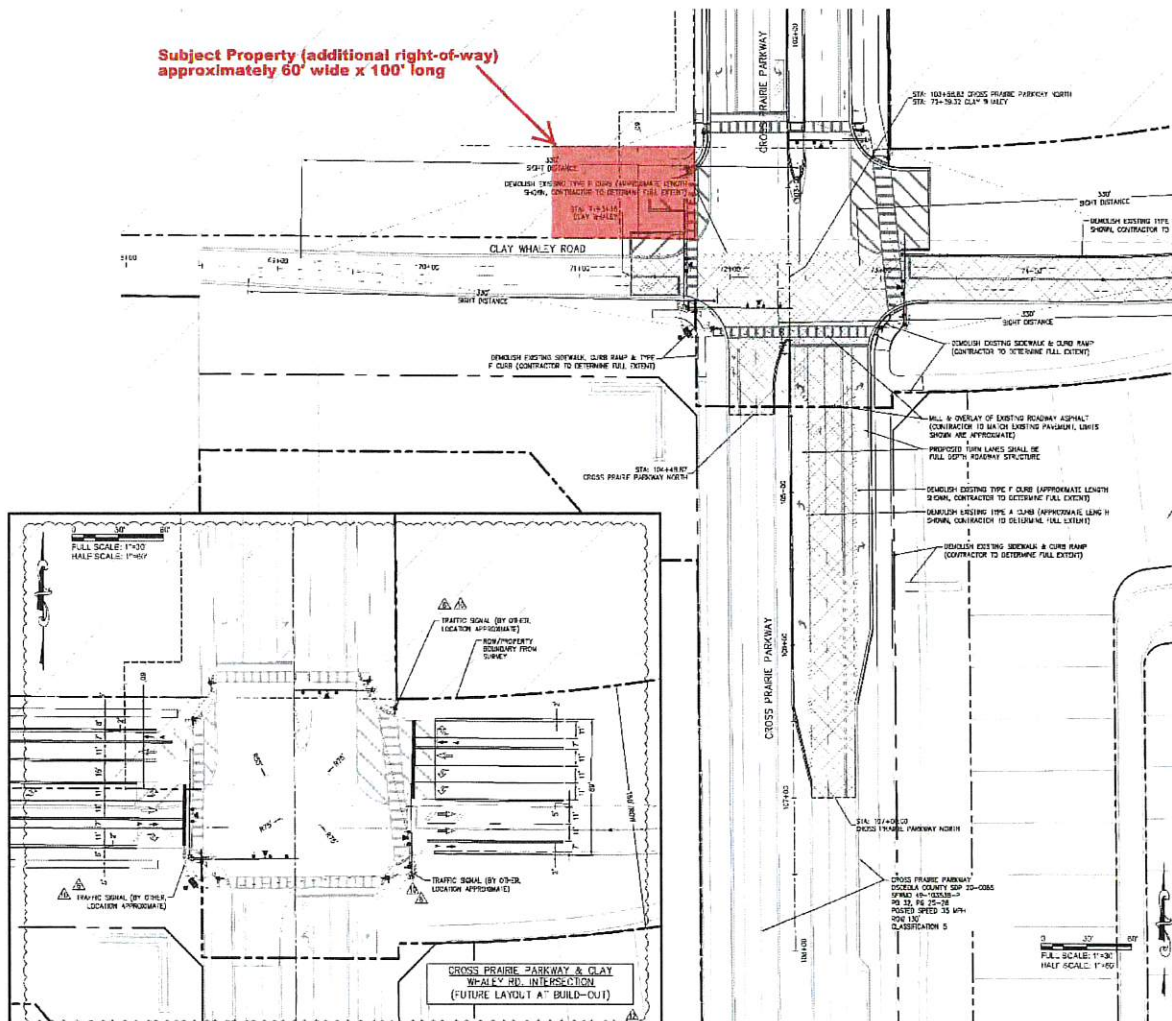
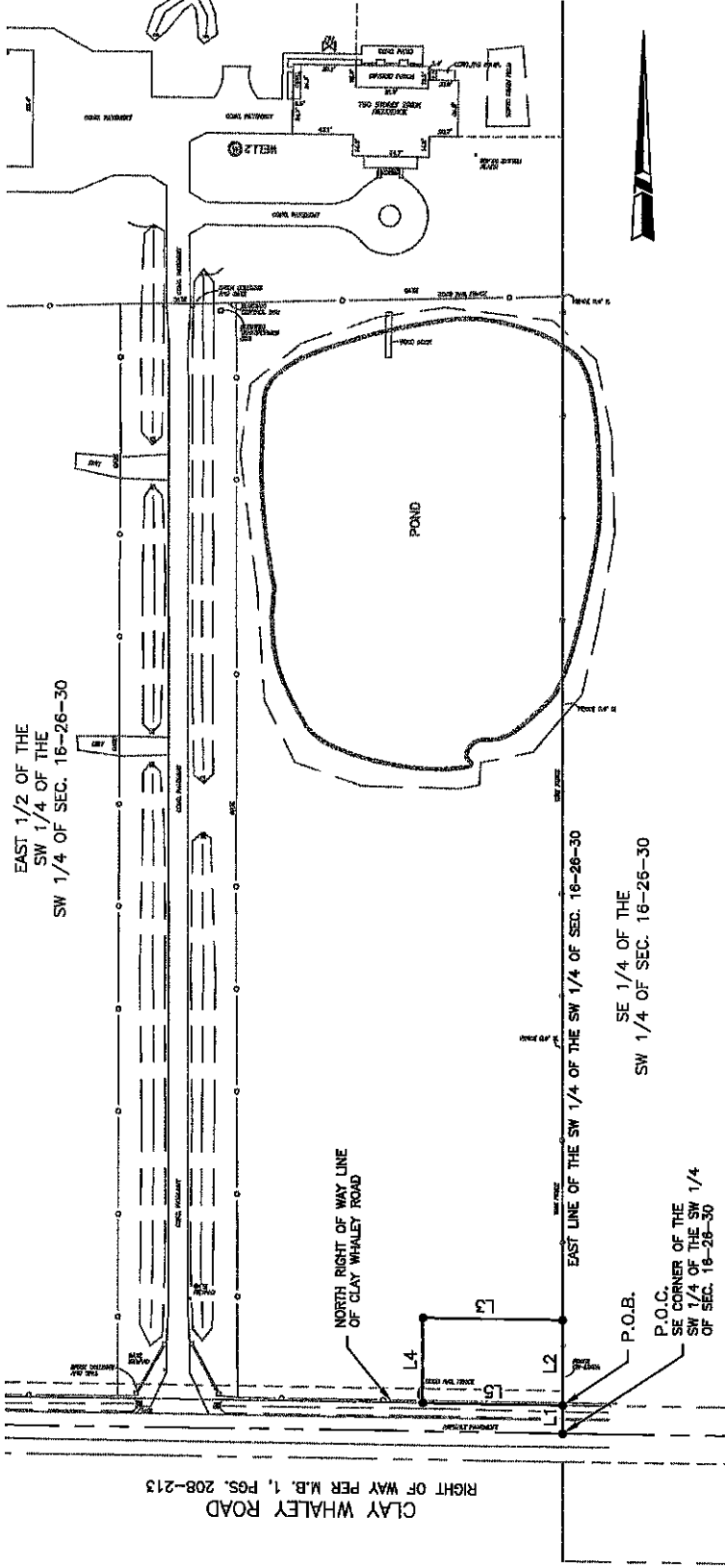


EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

SKETCH OF LEGAL DESCRIPTION

EAST 1/2 OF THE
SW 1/4 OF THE
SW 1/4 OF SEC. 16-26-30



- LEGEND:
- = ADDITIONAL R/W CORNER
 - N = NORTH
 - NE = NORTHEAST
 - NW = NORTHWEST
 - P.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.T. = POINT OF TERMINUS
 - R/W = RIGHT OF WAY
 - R/R = RANGE
 - SEC = SECTION
 - S = SOUTH
 - SE = SOUTHEAST
 - SW = SOUTHWEST
 - TWP = TOWNSHIP
 - W = WEST

LEGAL DESCRIPTION:

PROPOSED ADDITIONAL RIGHT OF WAY, BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE RUN NORTH 00°21'47" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°21'47" WEST ALONG SAID EAST LINE, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°36'17" WEST, A DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CLAY WHALEY ROAD; THENCE RUN SOUTH 89°36'17" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.14 ACRES, MORE OR LESS.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	20.00'	N00°21'47"W
L2	60.00'	N00°21'47"W
L3	100.00'	N89°36'17"W
L4	60.00'	S00°21'47"E
L5	100.00'	S89°36'17"E

THIS IS NOT A SURVEY

PREPARED FOR:



EDGEWATER PROPERTY HOLDINGS LLC

ADDITIONAL RIGHT OF WAY

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A LICENSED SURVEYOR

John M. Hughes, PSM #6387

Date Signed

SHEET NO. 1 of 1

JOB# 208-213

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS Ic

Prepared by and after
recording return to:

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

CORRECTIVE SPECIAL WARRANTY DEED¹

THIS CORRECTIVE SPECIAL WARRANTY DEED is executed this 31st day of October, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, ("Grantor"), whose post office address is 1815 Big Oak Lane, Kissimmee, Florida 34746; to **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida, created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("Grantee"), whose post office address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

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

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

[Signature page to follow]

¹ This *Corrective Special Warranty Deed* is being recorded to correct a scrivener's error in that certain *Special Warranty Deed* recorded at OR Book 6783, Page 1860, Public Records of Osceola County, Florida. That *Special Warranty Deed* included a page labeled 'Exhibit A: Legal Description' containing a placeholder and a pictorial of the property, and a subsequent page labeled 'Exhibit C: Temporary Construction Easement' after which the actual legal description of the property appeared. This *Corrective Special Warranty Deed* omits the placeholder 'Exhibit A' and the 'Exhibit C' page, and attaches the actual legal description at Exhibit A.

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

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

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

Bonnie Altamirano
Signature

Name: Bonnie Altamirano
Address: 2091 Derby Glen Drive
Orlando FL 32837

Angela Andino
Signature

Name: Angela Andino
Address: 87 Broadway Ste W4
Kissimmee FL 34741

Jack Del Giudice as
TRUSTEE

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 31ST day of OCTOBER, 2025 by
JACK DEL GIUDICE, as TRUSTEE of The 2975 Clay Whaley Road Land Trust,
Jack Del Giudice, as Trustee, who ☒ is personally known to me or ☐ has produced
as identification.

Nanette Everitt
Signature of Notary Public
Print Name: NANETTE EVERITT
Notary Public - State of Florida
My Commission Expires: 06.13.2027
Commission No: HH 397180

(NOTARY SEAL)

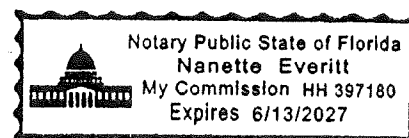
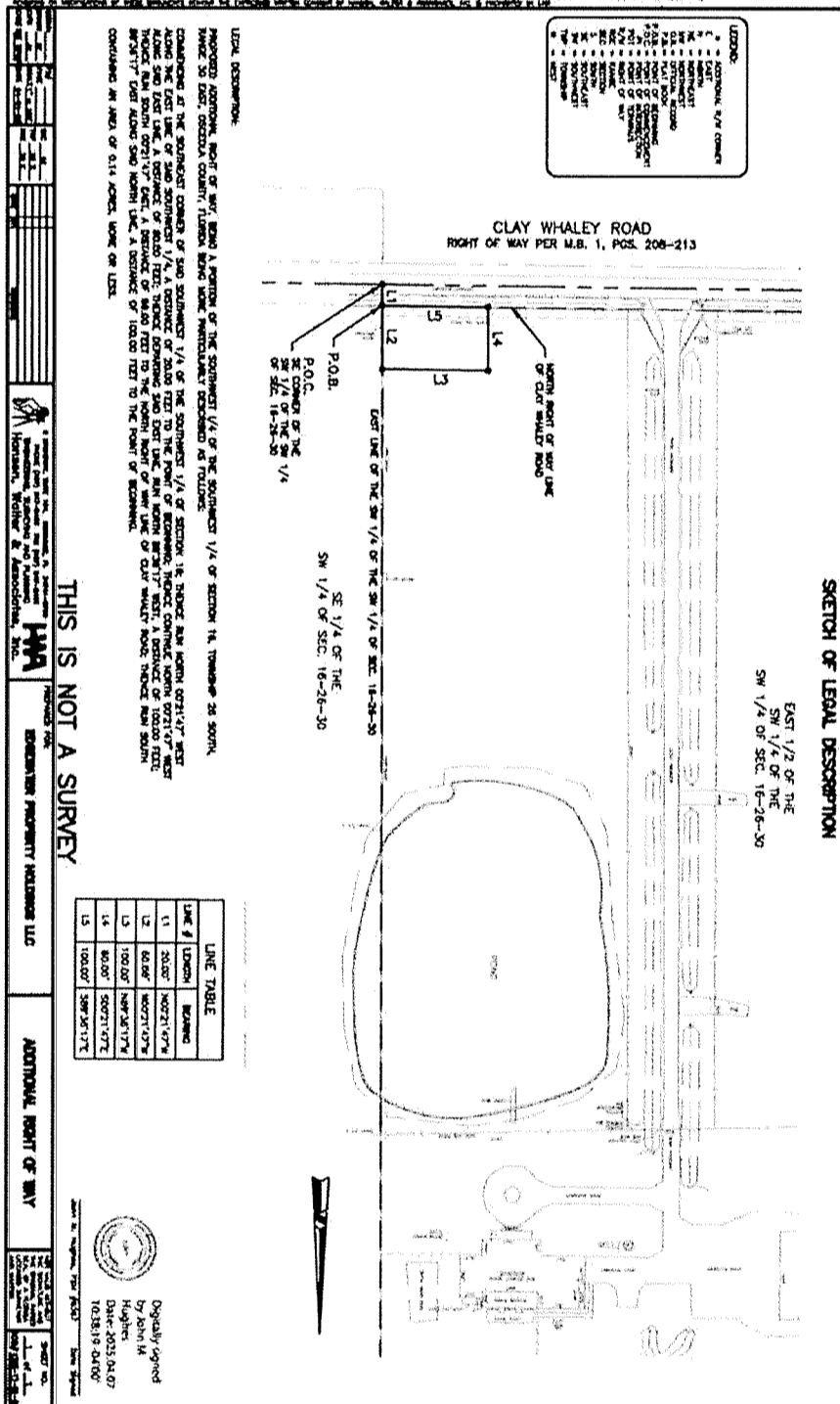


Exhibit A

Legal Description



EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS II

This instrument was prepared by:

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

2. DEVELOPMENT AGREEMENT.

- i. Landowner agrees to convey the additional Clay Whaley Road right-of-way to the District, as described in that Special Warranty Deed, attached hereto as **Exhibit B**. Upon execution of this Agreement, the Special Warranty Deed shall be executed by both Parties and recorded in the Official Records of Osceola County within ten (10) days.
- ii. The District agrees to construct the ultimate intersection at Clay Whaley Road and Cross Prairie Parkway in accordance with the Development Plan.
- iii. The District agrees to install at no cost to Landowner, 3 inch caliper live oak trees spaced 25 feet apart with an irrigation bag at the base of each tree around the north, west and south sides of the existing pond on the Landowner Property. The District will not provide irrigation or maintenance for the trees. At the Landowner's discretion the species of trees may be revised to provide the visual buffer desired.
- iv. Landowner agrees to grant the District a temporary construction easement adjacent to the existing right-of-way along Landowner's east property line, as described in that Temporary Construction Easement Agreement, attached hereto as **Exhibit C**. Upon execution of this Agreement, the Temporary Construction Easement Agreement shall be executed by both Parties and recorded in the Official Records of Osceola County within thirty (30) days. The district agrees to replace as good or better the natural buffer if impacted by construction, on the east side of the Landowner Property in the north east corner of the property

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

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

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

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

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

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

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

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

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

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

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

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

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A
ANDOWNER RIGHT FOR LEGAL REVIEW

From: Shawn Hindle <SHindle@hansonwalter.com>

Date: April 16, 2025 at 5:11:38 PM EDT

Subject: Re: Review

The CDD has agreed to fund the \$5,000, I just need an invoice from you for your legal expenses and the fencing is already anticipated, so please just write these two items on the signed document I sent you from the CDD and initial them. The fence will be installed prior to removing any of your existing fence. Just confirm you are wanting a three rail post and rail fence moved west to the limit of the easement or the base of the slope. The other option would be a temporary barbed wire fence and then the three rail fence along the property line once the road construction is complete. The CDD will have to find a way to pay you for the concept plans as they cannot pay me directly for a third party item as they are a government and subject to annual audits. We will work it out but it will be a cost funneled through you.

I believe the buffer is handled with the information added to the agreement and put in the easement exhibits, but if there is something you want to add please write it in and initial it.

As the document is under review with your attorney, we are in agreement to execute the current agreement, easement and deed, and should there be any revisions required following the review we are in agreement that any changes required will be addressed in a supplemental addendum to the agreement.

Jack Del-Giudice

04/18/2025

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

Executed as of the 14 day of April, 2025.

WITNESS

EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: Kevin Kramer

By: [Signature]
Name: Kevin Mays
Title: Chair/Vice-Chair, Board of Supervisors

By: [Signature]
Name: Eric Lawlor

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 14th day of April, 2025, by Kevin Mays,
Chair/Vice-Chair, Board of Supervisors of **EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either
personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Jody F. Pino
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

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

Executed as of the 18TH day of April, 2025.

WITNESS

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

By: _____

Name: _____

By: Jack Del Giudice

Name: JACK DEL-GIUDICE

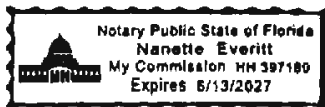
Title: TRUSTEE

By: _____

Name: _____

STATE OF FL
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☒ online notarization, this 18TH day of PRIL, 2025, by JACK DEL-GIUDICE, as
TRUSTEE of **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL
GIUDICE, AS TRUSTEE**, who appeared before me this day in person, and who is either
personally known to me, or produced DRIVERS LICENSE as identification.



(NOTARY SEAL)

Nanette Everitt

NOTARY PUBLIC, STATE OF FLORIDA

Name: NANETTE EVERITT

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

EXHIBIT A
LEGAL DESCRIPTION OF THE LANDOWNER PROPERTY

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

EXHIBIT B
SPECIAL WARRANTY DEED

Prepared by and after
recording return to:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed this 18 day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, ("Grantor"), whose post office address is 1815 Big Oak Lane, Kissimmee, Florida 34746; to **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida, created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("Grantee"), whose post office address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

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

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

[Signature page to follow]

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

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

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

Jack Del Giudice
Signature
Name: *Kevin Kramer*
Address: Kevin Kramer
4798 New Broad St., Orlando, FL 32814

JACK DEL-GIUDICE
_____, as
TRUSTEE

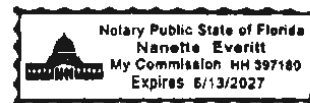
Shawn Hindle
Signature
Name: Shawn Hindle
Address: 8 Broadway, Suite 104
Kissimmee, Florida 34741

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of () physical presence or (✓) online notarization this 18TH day of April, 2025 by JACK DEL-GIUDICE, as TRUSTEE of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee, who ☐ is personally known to me or ☒ has produced DRIVERS LICENSE as identification.

Nanette Everitt
Signature of Notary Public
Print Name: NANETTE EVERITT
Notary Public - State of Florida
My Commission Expires: 06.13.2027
Commission No: HH 397180

(NOTARY SEAL)



[insert legal description]



EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Upon recording, this instrument should be returned to:

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

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

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this 18 day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, whose mailing address is 1815 Big Oak Lane, Kissimmee, Florida 34746 (“**Grantor**”), and **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**,” and together with Grantor, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


[signature pages follow]

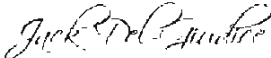
IN WITNESS WHEREOF, Grantor and District caused this Easement Agreement to be executed as of the day and year first written above.


Signed, sealed and delivered
in the presence of:

WITNESSES:

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


Name: Kevin Kramer
Address: 4798 New Broad St.
Orlando, FL 32814


By: JACK DEL-GIUDICE
Its: TRUSTEE

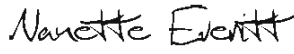

Name: Shawn Hindle
Address: 8 Broadway, Suite 104
Kissimmee, Florida 34741

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 18TH day of April, 2025, by JACK DEL-GIUDICE as TRUSTEE of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee, and who is either ☐ personally known to me, or ☒ produced DRIVERS LICENSE as identification.

(NOTARY SEAL)




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

[Signature page 1 of 2]

WITNESSES:

EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT

Ki K
Name: Kevin Kramer
Address: 4790 New Broad St.
Orlando, FL 32814

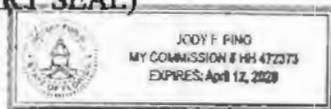
[Signature]
By: Kevin Mays
Its: Chair/Vice-Chair

[Signature]
Name: Eric Lawor
Address: 4790 New Broad St.
Orlando, FL 32814

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of April, 2025, by Kevin Mays as Chair/Vice-Chair of the Edgewater East Community Development District and who is either ☒ personally known to me, or ☐ produced _____ as identification.

(NOTARY SEAL)



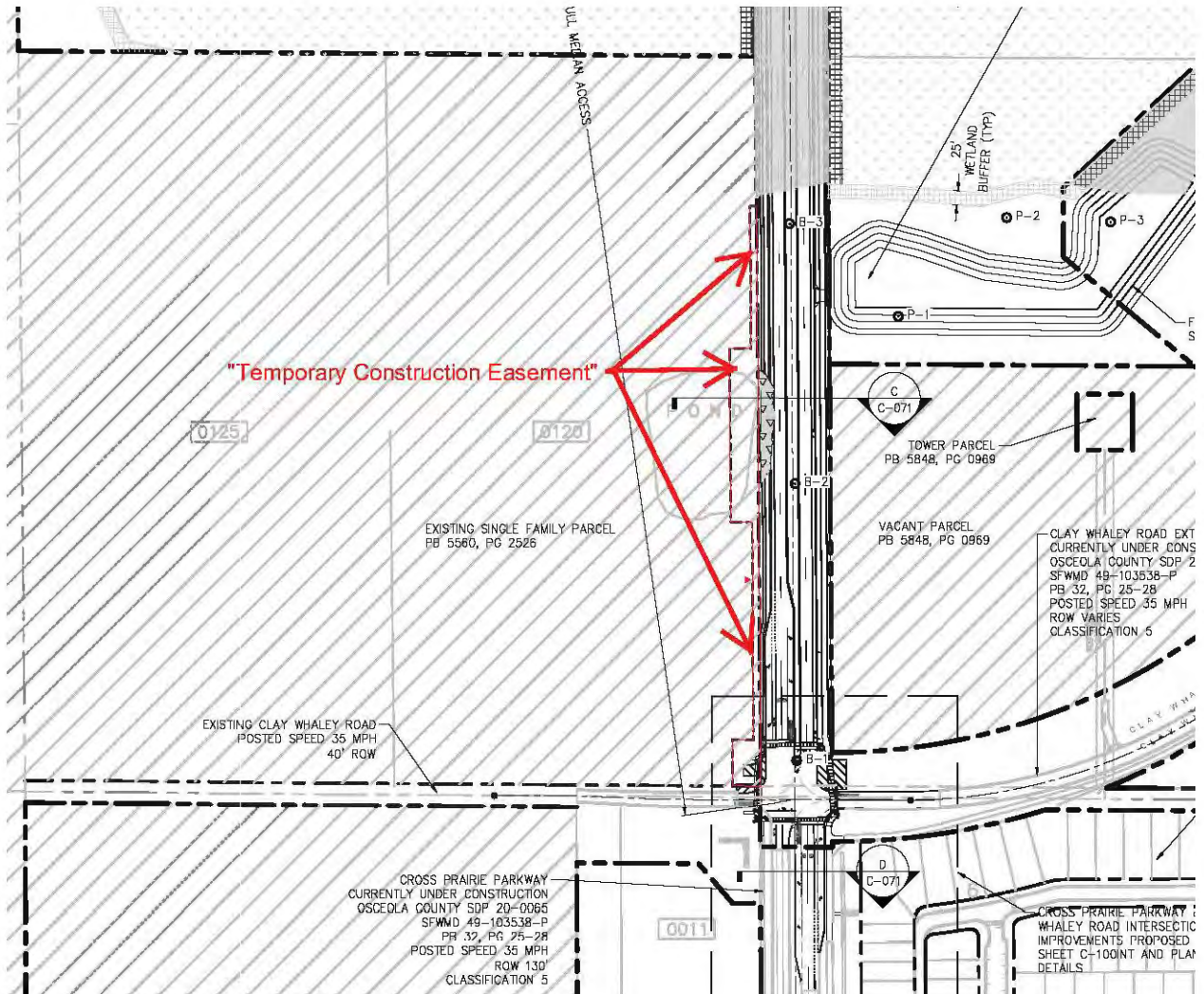
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Jody F. Pina
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

[Signature page 2 of 2]

Exhibit A
Legal Description of The Easement Area

[insert legal description]



EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS III

This instrument was prepared by:

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

**FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT – EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

RECITALS

WHEREAS, the District and Landowner entered into that certain *Development Agreement
– Edgewater East Community Development District* dated April 18, 2025 (“**Agreement**”); and

WHEREAS, pursuant to Section 10 of the Agreement, the District and Landowner desire to
amend the Agreement as set forth herein; and

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

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

1. **Replacement of Section 2.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

2. DEVELOPMENT AGREEMENT.

- i. Landowner has conveyed the additional Clay Whaley Road right-of-way to the District, pursuant to that *Special Warranty Deed*, recorded at OR Book 6783, Page 1860, Public Records of Osceola County, Florida.
 - ii. The District agrees to construct the ultimate intersection at Clay Whaley Road and Cross Prairie Parkway in accordance with the Development Plan.
 - iii. Landowner has granted the District a temporary construction easement adjacent to the existing right-of-way along Landowner's east property line, pursuant to that *Temporary Construction Easement Agreement [Clay Whaley Road and Cross Prairie Parkway Right of Way]*, recorded at OR Book 6854, Page 1851, Public Records of Osceola County, Florida ("**Easement Agreement**")
 - iv. The District agrees to pay the Landowner a total amount of \$109,765 as consideration ("**Consideration**") for the conveyance in fee simple of the additional Clay Whaley Road right-of-way. The District and the Landowner acknowledge that the District has previously delivered a deposit of \$24,765 to the Landowner. The District shall pay the Landowner the remaining balance of \$85,000 within fifteen (15) days after execution of the First Amendment by both parties. Upon payment of the Consideration, all District obligations in the Agreement and Easement Agreement regarding landscaping and fencing shall be deemed satisfied, and the District shall be fully released and discharged from such obligations.
2. **Removal of Email from Exhibit A.** The email attached to Exhibit A of the Agreement entitled "LANDOWNER RIGHT FOR LEGAL REVIEW", dated April 16, 2025, is hereby removed from the Agreement and shall no longer be considered part of Exhibit A and shall be of no further force and effect.
3. **Removal of Exhibits B and C.** Exhibits B and C are hereby removed from the Agreement and shall be of no further force and effect.
4. **Removal of District Obligations in Section 3 of the Easement Agreement regarding Damage.** Upon payment of the Consideration, the District shall be fully released and discharged from the obligation in Section 3 of the Easement Agreement to repair or replace damaged landscaping, plantings and fences within the temporary construction easement area or to adjacent property, as more fully described in the *Temporary Construction Easement Agreement [Clay Whaley Road and Cross Prairie Parkway Right*

of Way], recorded at OR Book 6854, Page 1851, Public Records of Osceola County, Florida.


5. **Agreement.** The Agreement, as amended by this First Amendment, constitutes the final and complete expression of the agreement between the District and the Landowner relating to the subject matter hereof. The Landowner acknowledges that except as expressly set forth in the Agreement, as amended by this First Amendment, the District shall have no further obligations or liabilities of any kind to the Landowner, whether under the Agreement, as amended by this First Amendment, or otherwise, with respect to the subject matter of the Agreement.
6. **Miscellaneous.** Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

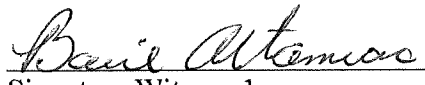
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Development Agreement as of the day and year first above written.

Signed, sealed and delivered in our presence:

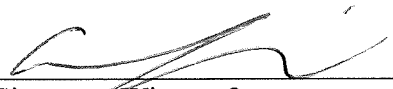
**THE 2975 CLAY WHALEY ROAD
LAND TRUST**

By: 
JACK DEL GIUDICE, Trustee
Address: 2975 Clay Whaley Road
Saint Cloud, Florida 34722


Signature Witness 1

Bonnie Altamirano
Print Name Witness 1

Witness 1 Mailing Address:
2091 Derby Glen Drive
Orlando FL 32837

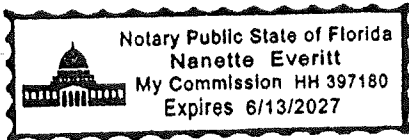

Signature Witness 2

Angela Andino
Print Name Witness 2

Witness 2 Mailing Address:
8 Broadway, Ste 104
Kissimmee FL 34741

STATE OF FLORIDA
COUNTY OF ORANGE

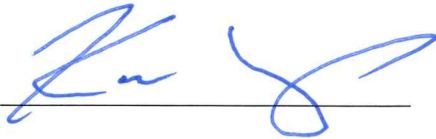
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of October, 2025, by JACK DEL GIUDICE, as Trustee of the of THE 2975 CLAY WHALEY ROAD LAND TRUST, who ☒ are personally known to me or ☐ have produced a driver's license as identification.



[INSERT NOTARY STAMP]

Nanette Everitt
Name: NANETTE EVERITT
Notary Public State of FLORIDA
Commission No.: HH 397180
My commission expires: 06-13-2027

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT

By: 

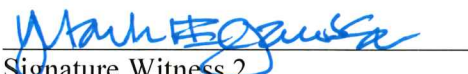
Print Name: Kevin Myers

Title: Vice Chair
Address: 2300 Glades Road, Suite 410W
Boca Raton, Florida 33431


Signature Witness 1

Kevin Kramer
Print Name Witness 1

Witness 1 Mailing Address:
4798 New Broad St
Orlando, FL 32814

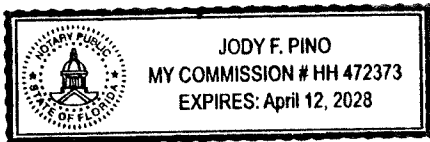

Signature Witness 2

Mark E. Jacobson
Print Name Witness 2

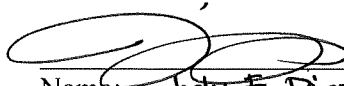
Witness 2 Mailing Address:
4798 New Broad St
Orlando, FL 32814

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of ~~October~~ ^{November}, 2025, by Kevin Mays, as vice-chair of the of EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT, who ☒ are personally known to me or ☐ have produced a driver's license as identification.



[INSERT NOTARY STAMP]


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

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS IV



CFN 2025119004
Bk 6854 Pgs 1851-1859 (9 Pgs)
DATE: 09/29/2025 08:51:56 AM
KELVIN SOTO, ESQ., CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$78.00

Upon recording, this instrument should be returned to:

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

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

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this 18 day of April, 2025, by **THE 2975 CLAY WHALEY ROAD LAND TRUST, JACK DEL GIUDICE, AS TRUSTEE**, whose mailing address is 1815 Big Oak Lane, Kissimmee, Florida 34746 (“**Grantor**”), and **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**,” and together with Grantor, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


[signature pages follow]


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


Signed, sealed and delivered
in the presence of:

WITNESSES:

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


Name: Kevin Kramer
Address: 4798 New Broad St.
Orlando, FL 32814

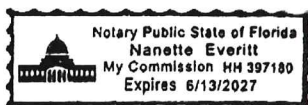

By: JACK DEL-GIUDICE
Its: TRUSTEE


Name: Shawn Hindle
Address: 8 Broadway, Suite 104
Kissimmee, Florida 34741

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 18TH day of April, 2025, by JACK DEL-GIUDICE as TRUSTEE of The 2975 Clay Whaley Road Land Trust, Jack Del Giudice, as Trustee, and who is either ☐ personally known to me, or ☒ produced DRIVERS LICENSE as identification.

(NOTARY SEAL)





NOTARY PUBLIC, STATE OF FLORIDA

Name: NANETTE EVERITT

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

[Signature page 1 of 2]

WITNESSES:

EDGEWATER EAST COMMUNITY
DEVELOPMENT DISTRICT

K. K.
Name: Kevin Kramer
Address: 4798 New Broad St
Orlando, FL 32814

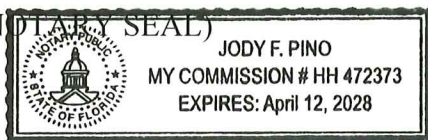
[Signature]
By: KEVIN MAYS
Its: Chair/Vice-Chair

[Signature]
Name: Eric Lavoie
Address: 4798 New Broad St
Orlando, FL 32814

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 14th day of April, 2025, by Kevin Mays as Chair/Vice-
Chair of the Edgewater East Community Development District and who is either ☒ personally
known to me, or ☐ produced _____ as identification.

(NOTARY SEAL)

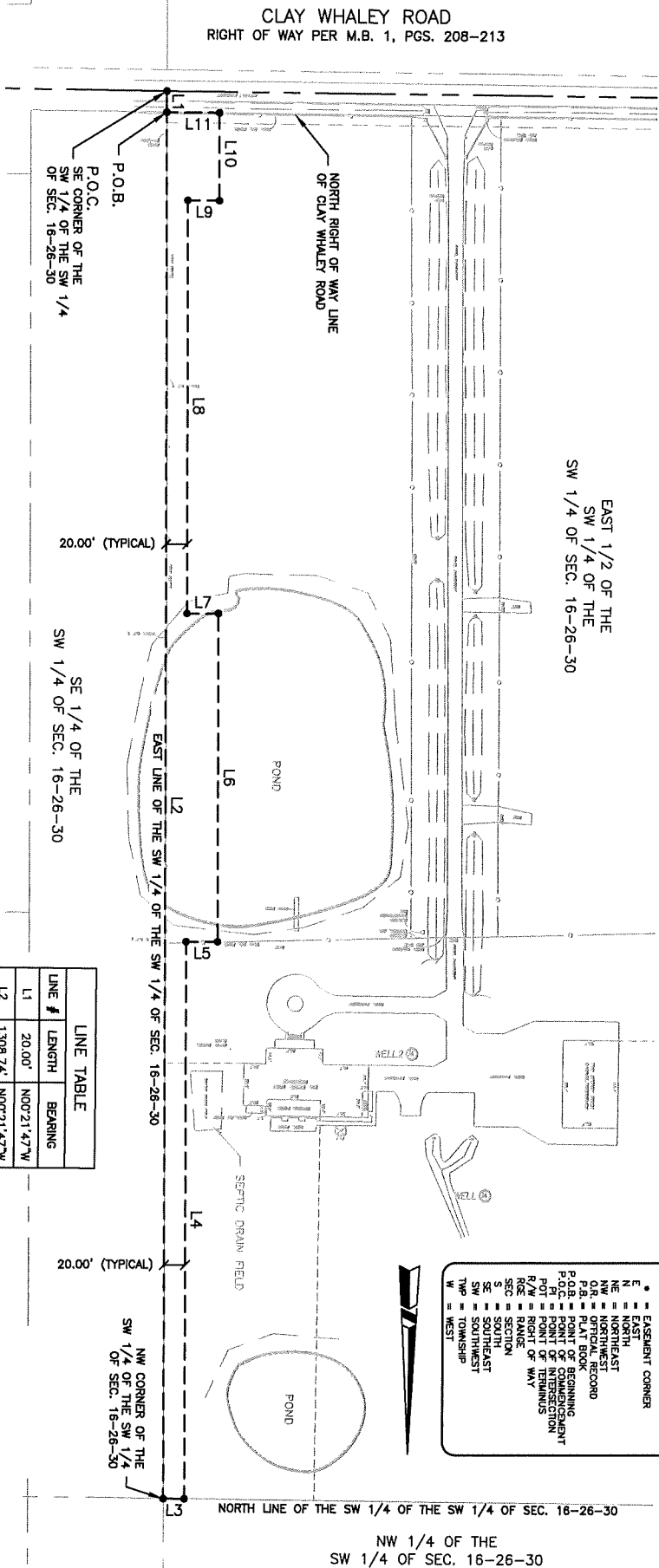


[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Jody F. Pino
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

Exhibit A
Legal Description of The Easement Area

SKETCH OF LEGAL DESCRIPTION



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 16; THENCE RUN NORTH 00°21'47" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°21'47" WEST, A DISTANCE OF 1,308.74 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°35'57" WEST ALONG NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°21'47" EAST, A DISTANCE OF 525.90 FEET; THENCE RUN SOUTH 89°38'13" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 310.00 FEET; THENCE RUN NORTH 89°38'13" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 389.95 FEET; THENCE RUN NORTH 00°21'47" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 00°21'47" EAST, A DISTANCE OF 82.68 FEET TO THE NORTH RIGHT OF WAY LINE OF CLAY WHALEY ROAD; THENCE RUN SOUTH 89°38'17" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.87 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

LINE TABLE		
LINE #	LENGTH	BEARING
L1	20.00'	N00°21'47"W
L2	1308.74'	N00°21'47"W
L3	20.00'	N89°35'57"W
L4	525.90'	S00°21'47"E
L5	30.00'	S89°38'13"W
L6	310.00'	S00°21'47"E
L7	30.00'	N89°38'13"E
L8	389.95'	S00°21'47"E
L9	30.00'	N90°00'00"W
L10	82.68'	S00°21'47"E
L11	50.00'	S89°38'17"E

REVISION	DATE	BY	REASON
1	04-09-25		

HANSON, WALTER & ASSOCIATES, INC.
1000 W. HANSON, SUITE 100, KISSIMEE, FL 34741-0706
PHONE (407) 847-4433 FAX (407) 847-4460
HWA
Hanson, Walter & Associates, Inc.

PREPARED FOR:
EDGEWATER PROPERTY HOLDINGS LLC

TEMPORARY CONSTRUCTION EASEMENT

NOT VALID WITHOUT THE ORIGINAL, SIGNED AND UNALTERED SURVEY

SHEET NO.
1 of 1
JOB# 2025-12-01-01

Date Signed
John M. Hughes, PSN #4587

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS V

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS Va

ASSIGNMENT OF IMPACT FEE CREDITS

(ED-6 ROADWAY PHASE 1 - TWA UPSIZING COSTS)

THIS ASSIGNMENT OF IMPACT FEE CREDITS (this “**Assignment**”) is made and entered into as of the 30 day of October, 2025 (the “**Effective Date**”), by and between **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company, and **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC** (collectively the “**Assignor**”) and **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**,” and “**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Assignor is a party to that certain Water and Wastewater Service, Annexation and Developer Agreement (2021-183R) dated August 11, 2021, as recorded on August 11, 2021 in the Official Records Book 6020, Page 2060, in the public records of Osceola County, Florida (the “**Agreement**”); and

WHEREAS, the Agreement entitles Assignor to impact fee credits (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 (the “**TOHO Water Authority**”), for the upsizing of certain oversized facilities for the Edgewater ED-6 Roadway Phase 1 project; and

WHEREAS, the constructed upsizing improvements include 2,461 linear feet of 24-inch water main from the hydraulically approved 12-inch water main, upsizing 2,452 linear feet of 20-inch reuse water main from the hydraulically approved 12-inch reuse water main, and upsizing 2,582 linear feet of 12-inch force main from the hydraulically approved 8-inch force main; and

WHEREAS, the total upsizing cost is \$1,133,197.67, generating a total of \$1,133,197.67 of Impact Fee Credits; and

WHEREAS, the District actually funded and constructed the upsizing improvements and is therefore entitled to any reimbursement of Impact Fee Credits generated as a result of the upsizing construction; and

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

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. Assignment of Impact Fee Credits; Direction to Toho Water Authority. Assignor hereby transfers, assigns and conveys to Assignee the Impact Fee Credits. Assignee hereby assumes all of Assignor's right, title and interest in and to the Impact Fee Credits. Assignor and Assignee hereby direct TOHO Water Authority to issue the Impact Fee Credits in the name of the District, or if the Impact Fee Credits have already been issued in the name of the Assignor, to amend its records to show this assignment and the fact that the District is now the owner of the Impact Fee Credits.

3. 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 the TOHO Water Authority to formally transfer the Impact Fee Credits to Assignee.

4. 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.

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

6. 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 PROPERTY FLORIDA HOLDINGS III, LLC, a Delaware limited liability company

By: 

Name: Jordan Socaransky

Title: Vice President

By: 

Name: Marc Porosoff

Title: Vice President and Secretary

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

By: 

Name: Jordan Socaransky

Title: Vice President

By: 

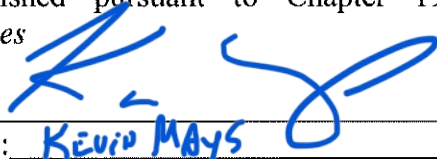
Name: Marc Porosoff

Title: Vice President and Secretary

[Signature Page of Assignee to Follow]

ASSIGNEE:

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

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS Vb

ASSIGNMENT OF IMPACT FEE CREDITS

(ED-2 CLAY WHALEY ROAD - TWA UPSIZING COSTS)

THIS ASSIGNMENT OF IMPACT FEE CREDITS (this “**Assignment**”) is made and entered into as of the 30 day of October, 2025 (the “**Effective Date**”), by and between **EDGEWATER PROPERTY FLORIDA HOLDINGS III, LLC**, a Delaware limited liability company, and **EDGEWATER PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, doing business in Florida as **EDGEWATER PROPERTY FLORIDA HOLDINGS, LLC** (collectively the “**Assignor**”) and **EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**,” and “**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Assignor is a party to that certain Water and Wastewater Service, Annexation and Developer Agreement (2021-183R) dated August 11, 2021, and recorded on August 11, 2021, in the Official Records Book 6020, Page 2060, in the public records of Osceola County, Florida (the “**Agreement**”); and

WHEREAS, the Agreement entitles Assignor to impact fee credits (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 (the “**TOHO Water Authority**”), for the upsizing of certain oversized facilities for the Edgewater ED-2 Clay Whaley Road project; and

WHEREAS, the constructed upsizing improvements include 5,367 linear feet of 12-inch water main from the hydraulically approved 8-inch water main, upsizing 3,727 linear feet of 12-inch reuse water main from the hydraulically approved 8-inch reuse water main, upsizing 2,702 linear feet of 12-inch force main from the hydraulically approved 8-inch force main, and upsizing 1,797 linear feet of 8-inch force main from the hydraulically approved 6-inch force main; and

WHEREAS, the total upsizing cost is \$687,353.92, generating a total of \$687,353.92 of Impact Fee Credits; and

WHEREAS, the District actually funded and constructed the upsizing improvements and is therefore entitled to any reimbursement of Impact Fee Credits generated as a result of the upsizing construction; and

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

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. Assignment of Impact Fee Credits; Direction to Toho Water Authority. Assignor hereby transfers, assigns and conveys to Assignee the Impact Fee Credits. Assignee hereby assumes all of Assignor's right, title and interest in and to the Impact Fee Credits. Assignor and Assignee hereby direct the TOHO Water Authority to issue the Impact Fee Credits in the name of the District, or if the Impact Fee Credits have already been issued in the name of the Assignor, to amend its records to show this assignment and the fact that the District is now the owner of the Impact Fee Credits.

3. 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 the TOHO Water Authority to formally transfer the Impact Fee Credits to Assignee.

4. 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.

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

6. 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 PROPERTY FLORIDA HOLDINGS III, LLC, a Delaware limited liability company

By: 

Name: Jordan Socaransky

Title: Vice President

By: 

Name: Marc Porosoff

Title: Vice President and Secretary

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

By: 

Name: Jordan Socaransky

Title: Vice President

By: 

Name: Marc Porosoff

Title: Vice President and Secretary

[Signature Page of Assignee to Follow]

ASSIGNEE:

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

By: 

Name: KEVIN MAY

Title: VICE CHAIR

EDGEWATER EAST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

EDGEWATER EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2025 <i>rescheduled to October 7, 2025</i>	Regular Meeting	9:00 AM
October 7, 2025	Regular Meeting	9:00 AM
November 6, 2025 CANCELED	Regular Meeting	9:00 AM
December 4, 2025 <i>rescheduled to December 15 2025</i>	Regular Meeting	9:00 AM
December 15, 2025	Regular Meeting	9:00 AM
January 8, 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(s)

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