

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

May 2, 2024

BOARD OF SUPERVISORS LANDOWNERS' MEETING AGENDA

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

April 25, 2024

Landowner(s)
Edgewater West Community Development District

Dear Board Members:

A Landowners' Meeting of the Edgewater West Community Development District will be held on May 2, 2024 at 9:15 a.m., or as soon thereafter as the matter may be heard, 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. Call to Order/Roll Call
3. Affidavit/Proof of Publication
3. Election of Chair to Conduct Landowners' Meeting
4. Election of Supervisors [All Seats]
 - A. Nominations
 - B. Casting of Ballots
 - Determine Number of Voting Units Represented
 - Determine Number of Voting Units Assigned by Proxy
 - C. Ballot Tabulation and Results
5. Landowners' Questions/Comments
6. Adjournment

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 (1) vote per acre of land owned by him/her and located within the District, for each person that the landowner desires to elect to a position on the Board of Supervisors that is open for election for the upcoming term (five (5) seats on the Board will be up for election). A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one (1) vote with respect thereto. **Please note that a particular real property**

ATTENDEES:

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

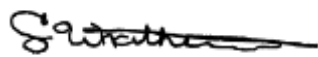
is entitled to only one (1) vote for each eligible acre of land or fraction thereof; therefore, two (2) or more people who own real property in common, that is one (1) acre or less, are together entitled to only one (1) vote for that real property.

The first step is to elect a Chair for the meeting, who may be any person present at the meeting. The Chair shall conduct the nominations and the voting. If the Chair is a landowner or proxy holder of a landowner, he/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 of Supervisors that is open for election for the upcoming term. The two (2) candidates receiving the highest number of votes shall be elected for a term of four (4) years, and the remaining candidates elected shall serve for a two (2)-year term. The term of office for each successful candidate shall commence upon election. Thereafter, there shall be an election of supervisors for the District every two (2) years in November on a date established by the Board of Supervisors upon proper notice until the District qualifies to have its board members elected by the qualified electors of the District.

A proxy is available upon request. To be valid, each proxy must be signed by one (1) 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 (1) 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.

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

Sincerely,



Craig Wrathell
District Manager

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

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Yuade Moore, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Apr. 4, 2024

Apr. 11, 2024

Notice ID: JUGz442ACWymCipzlajQ

Notice Name: EDGEWATER WEST*Notice/Landowners Mtg 05.02.2

PUBLICATION FEE: \$203.65

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Yuade Moore

Agent

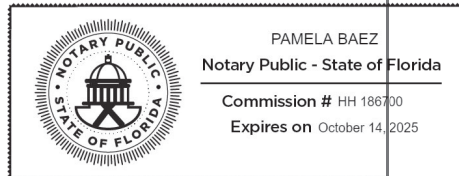
VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 04/12/2024

Pamela Baez

Notary Public
Notarized remotely online using communication technology via Proof.



**NOTICE OF LANDOWNERS' MEETING AND ELECTION OF
THE EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within the Edgewater West Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 1,378.542 acres, generally located west of the Florida Turnpike and Edgewater East Community Development District, and east of Lake Tohopekaliga, with open space to the north and south, in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors.

DATE: May 2, 2024
TIME: 9:15 AM
PLACE: offices of Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, Florida 34741

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request by contacting the office of the District Manager, Wrathell Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; (Ph): 561-571-0010 ("District Office"). 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 is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for this meeting may be obtained from the District Office.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (Ph): 561-571-0010, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (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.

Craig Wrathell
District Manager

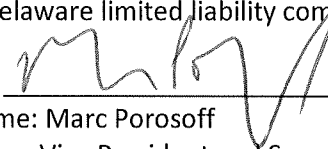
April 4, 11, 2024

LANDOWNER PROXY
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING – May 2, 2024

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints Kevin Mays ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of Edgewater West Community Development District to be held at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway Street, Suite 104, Kissimmee, FL 34741, on May 2, 2024, at 9:15 a.m. 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.

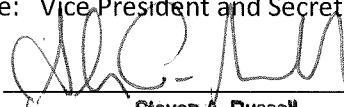
Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such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

EW PROPERTY HOLDINGS, LLC,
a Delaware limited liability company,

By: 

Name: Marc Porosoff

Title: Vice President and Secretary

By: 

Name: **Steven A. Russell**
Vice President

Title:

Witness Signature
Vice President

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
<u>See Attachment A</u>	<u>1,223.118</u>	<u>1,224</u>
Total Number of Authorized Votes:		1,224

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2023), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. 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.).

Attachment A
Legal Description

Parcel 1:

Lots 1, 4 and 5, Block 4, Lots 1 through 6, inclusive, Block 5, Lots 1 through 16, inclusive, Block 11, Lot 1, Lots 5 through 16, inclusive, Less and Except the West 1/2 of Lots 6, 7, 10, Block 12, and Lot 7, Block 15, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 2:

Lots 1 through 4, inclusive, Block 6, Lot 1, Block 8, Lots 1 through 9, inclusive, Block 9, Lots 1 through 14, inclusive, and Lot 16, Block 10, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 3:

Lots 1 and 2, Block 15, Lots 1 through 9, inclusive, Block 16, Lot 1, Lots 3 through 16, inclusive, Block 17 and Lots 1, 4, 5, and 8, Block 24, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 4:

Lots 1, 4, 5, 7, 8, 10 through 16, inclusive, Block 18, Lots 1 through 16, inclusive, Block 19, Lots 1 through 7, inclusive, Block 20, Lots 1 and 4, Block 22, Lots 1 through 11, Block 23, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 5:

Lots 1 and 2, Block 21, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Together with 35.00 foot Ingress/Egress & Utility Easement contained in Warranty Deed recorded May 3, 2013, in Official Records Book 4435, Page 2818 and Warranty Deed recorded April 10, 2014, in Official Records Book 4594, Page 459, Public Records of Osceola County, Florida.

Parcel 6:

Lots 2, 3, Lots 5 through 9, inclusive and Lots 11 through 14, inclusive, Block 22, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 7:

Lots 15 through 18, inclusive, Lots 31, 32, 34, Lots 47 through 50, inclusive, Lots 63 through 66, inclusive, Lots 79 through 82, inclusive, Lots 95 and 96, Seminole Lands & Investment Company Subdivision, of said Section 19, Township 26 South, Range 30 East, according to the map or plat thereof as recorded in Plat Book B, Page(s) 56, of the Public Records of Osceola County, Florida.

Parcel 8:

All of Lots 24, 25, 40 through 42, inclusive, Lots 55 through 60, inclusive, Lots 69 through 76, inclusive, Lots 85 through 92, inclusive, Lots 103, 104, of the Seminole Land & Investment Co.

Subdivision of Section 20, Township 26 South, Range 30 East, as recorded in Plat Book B, Page 7, Public Records, Osceola County, Florida, TOGETHER WITH that part of Lots 61, 68, 77, 84, 93, 100, 101, 102, 105, 106, 107, 119, 120 and 122 of the Seminole Land & Investment Co. Subdivision of Section 20, Township 26 South, Range 30 East, as recorded in Plat Book B, Page 7, Public Records, Osceola County, Florida, described as follows:

Commence at the Southwest corner of Section 20, Township 26 South, Range 30 East, and run East along the South boundary of Section 20, 800.0 feet to the Point of Beginning, continue East 200.0 feet; thence North 594.07 feet; thence North 70°41'27" East, 423.84 feet; North 61°05'07" East, 342.72 feet; thence North 61°37'46" East 340.95 feet; thence North 77°51'51" East, 306.86 feet; thence North 61°09'15" East, 369.15 feet; thence North 46°48'34" East, 24.02 feet; thence North 37°27'16" East, 90.48 feet; thence North 01°20'37" West, 456.37 feet; thence North 28°17'23" East, 215.65 feet; thence North 28°56'08" East, 337.57 feet; North 23°41'34" West, 138.13 feet; thence North 46°35'31" West, 348.54 feet to the East boundary of Lot 60; thence Southerly along the East boundary of Lots 60, 69, 76, 85, and 92 to the Northeast boundary of Lot 101; thence Westerly along the North boundary of Lots 101 and 102 to the Northwest corner of Lot 102; thence Southerly along the West boundary of Lot 102 to Southwest corner of Lot 102; thence Westerly along the North boundary of Lots 106 and 105 to the Northwest corner of Lot 105; thence South 0°03'17" West along the West boundary of Lot 105 to a point, lying North 0°03'17" East, 766.06 feet from the Southwest corner of Section 20; thence South 75°26'18" East, 412.52 feet; thence South 81°44'13" East, 404.20 feet; thence South 604.25 feet to the Point of Beginning. Less Road Right of Way.

LESS AND EXCEPT that portion conveyed to Osceola County in that Warranty Deed recorded in Official Records Book 836, Page 365, Public Records, Osceola County, Florida, described as follows:

The East 7.5 feet of Lot 42 and the East 7.5 feet of that portion of Lot 55, according to the Seminole Land and Investment Company's Survey and Plat of Section 20, Township 26 South, Range 30 East, Osceola County, Florida, lying Northerly of the following described line: From the Northeast corner of said Lot 55, run North 89°57'48" West, 7.5 feet; run thence South 00°05'09" East, parallel to the East line of said Lot 55, 107.58 feet to the Point of Beginning; run thence South 53°34'30" East, 377.33 feet to a point on the South line of Lot 54 of aforesaid Seminole Land and Investment Company's Survey and Plat, said point being 381.72 feet Westerly from the Southeast corner of said Lot 54, for road right of way.

Parcel 9:

Lot 15, Block 10, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 10:

Lots 2, 3, and 6, Block 18, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 11:

Lots 12, 13, and 16, Block 16, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 12:

Lot 9, Block 18, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Together with an Easement for Utility as contained in Quit Claim Deed recorded October 3, 2003, in Official Records Book 2352, Page 2966, Public Records of Osceola County, Florida.

Parcel 13:

Lot 2, Block 17, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida.

Parcel 14:

Lots 3 through 9, inclusive, Block 21, Kissimmee Park, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 41, of the Public Records of Osceola County, Florida, LESS the South 550.48 feet of lots 7, 8 and 9.

OVERALL SUBJECT PROPERTY CONTAINS 1,223.118 ACRES±, INCLUDING INTERIOR PLATTED RIGHT OF WAYS

OFFICIAL BALLOT

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING – May 2, 2024**

For Election (5 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the three (3) candidates receiving the next highest number of votes will each 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 West Community Development District and described as follows:

Description
See Attachment A

Acreage
1,223.118

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of EW Property Holdings, LLC, a Delaware limited liability company (Landowner), pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	NUMBER OF VOTES
1. _____	1000
2. _____	1000
3. _____	900
4. _____	900
5. _____	900

Date: _____

Signed: _____

Printed Name: _____

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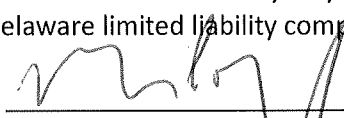
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RIGHT OF WAYS

**LANDOWNER PROXY
EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING – May 2, 2024**

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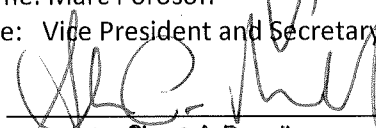
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W1 PROPERTY HOLDINGS, LLC,
a Delaware limited liability company,

By: 

Name: Marc Porosoff

Title: Vice President and Secretary

By: 

Name: Steven A. Russell

Title: Vice President

Parcel Description

Acreage

Authorized Votes

See Attachment A

155.363

156

Total Number of Authorized Votes:

156

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2023), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. 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.

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Attachment A
Legal Description

LEGAL DESCRIPTION

A parcel of land being Lots 49, 50, 51, 52, 62, 63, 64, 65, 66, 67, 78, 79, 80, 81, 82, 83, 94, 95, 96, 97, 98, 100, 111, 112, 113, 114, and 128, and a portion of Lots 61, 68, 77, 84, and 93, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 7 of the Public Records of Osceola County, Florida, and portions of platted 35 feet wide Right of Way lying within the following described boundary, said lands being more particularly described as follows:

Commence at the Southeast corner of Section 20, Township 26 South, Range 30 East, Osceola County, Florida; thence run N00°15'17"W along the East line of said Section 20, a distance of 20.00 feet to a point on the North Right of Way line of Kissimmee Park Road; thence run S89°53'22"W along said North Right of Way line, a distance of 20.00 feet to the Point of Beginning; thence continue S89°53'22"W, a distance of 643.93 feet; thence run N00°12'45"W, a distance of 310.03 feet; thence run S89°51'52"W, a distance of 663.71 feet; thence run N00°10'13"W, a distance of 995.18 feet; thence run N89°57'29"W, a distance of 662.98 feet; thence run S00°07'41"E, a distance of 331.67 feet; thence run N89°59'46"W, a distance of 645.72 feet; thence run N00°05'11"W, a distance of 343.76 feet to a point on the East line of lands as described in Official Records Book 557, Page 510 of the Public Records of Osceola County, Florida; thence along said East line the following six (6) courses and distances; thence run N35°33'35"E, a distance of 64.20 feet; thence run N01°23'58"W, a distance of 456.60 feet; thence run N28°11'26"E, a distance of 215.65 feet; thence run N28°50'11"E, a distance of 337.57 feet; thence run N23°47'31"W, a distance of 138.13 feet; thence run N46°41'28"W, a distance of 325.94 feet; thence departing said East line, run N00°05'11"W, a distance of 648.76 feet; thence run S89°30'15"E, a distance of 2,608.72 feet; thence run S00°15'17"E, a distance of 3,285.66 feet to the Point of Beginning.

Containing 6,767,623 square feet or 155.363 acres, more or less.

SUBJECT TO AND TOGETHER WITH a non-exclusive easement for ingress, egress and utilities as created in that certain Joint Access Easement Agreement recorded in O.R. Book 5763, Pages 1996 to 2010, of the Public Records of Osceola County, Florida, and as amended by Amendment to Joint Access Easement Agreement recorded in O.R. Book 5798, Pages 1216 to 1223, of the Public Records of Osceola County, Florida.

OFFICIAL BALLOT

**EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING – May 2, 2024**

For Election (5 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the three (3) candidates receiving the next highest number of votes will each 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 West Community Development District and described as follows:

Description
See Attachment A
or

Acreage
155.363

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of W1 Property Holdings, LLC, a Delaware limited liability company (Landowner), pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	NUMBER OF VOTES
1. _____	100
2. _____	100
3. _____	75
4. _____	75
5. _____	75

Date: _____

Signed: _____
Printed Name: _____

Attachment A
Legal Description

LEGAL DESCRIPTION

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