

EDGEWATER WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

September 4, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

August 28, 2025

Board of Supervisors
Edgewater West Community Development District

Dear Board Members:

The Board of Supervisors of the Edgewater West Community Development District will hold a Regular Meeting on September 4, 2025 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. Public Comments
3. Review of Proposals for Neighborhood Road Phase 2 Civil Site Work [Aka Neighborhood Connector Roads Civil Site Work]
 - A. Respondents
 - B. Ranking/Evaluation
 - C. Authorization to Negotiate and Finalize Contract(s)
4. Review of Proposals for Avenue O Framework Roadway, Phase 2, Civil Site Work
 - A. Respondents
 - B. Ranking/Evaluation
 - C. Authorization to Negotiate and Finalize Contract(s)
5. Review of Proposals for ED7 Avenue D Framework Roadway Civil Site Work
 - A. Respondents
 - B. Ranking/Evaluation
 - C. Authorization to Negotiate and Finalize Contract(s)
6. Consideration of Tri Party Development Interlocal Agreement
7. Consideration of Florida Mitigation Bank Mitigation Credit Purchase and Deposit Agreement

ATTENDEES:

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

8. Kenneth Kirchman Foundation Lake X Mitigation Credits Purchase Agreement
9. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of July 31, 2025
 - B. Approval of August 7, 2025, Public Hearing and Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Hanson, Walter & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: October 2, 2025 at 9:15 AM

○ QUORUM CHECK

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

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 Ernesto Torres at (904) 295-5714.

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

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**This Instrument Prepared by and
Return to:**

*Kutak Rock, LLLP
Attn: Michael C. Eckert
107 West College Avenue Tallahassee, FL 32301*

EDGEWATER WEST
TRI PARTY DEVELOPMENT INTERLOCAL AGREEMENT

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

W I T N E S S E T H

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

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

WHEREAS, County has approved CPA09-0010, CP21-00004, CP21-00006, CP21-00011, CP24-00002, PS22-00011, PS24-00014, PS22-00051, PS22-00052, PS22-00055, PS22-00056, PS22-00057, PS22-00058, PS22-00059, PS22-00060; and that certain Water and Wastewater Service, Annexation and Development Agreement between EW Property Holdings, LLC, a Delaware limited liability company, and City dated July 30, 2021 and recorded at Official Records Book 6020, Page 2060, Official Records of Osceola County, Florida (the “**Approvals**”); and

WHEREAS, the EWCDD, and its successors and assigns, intend to develop Edgewater West pursuant to the Approvals; and

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

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

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

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

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

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

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

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

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

WHEREAS, it is in the mutual interest of the Parties to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, the Parties desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “**Cooperation Act**”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

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

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

2. **Transportation Improvements**. The Parties agree that identified framework roads are critical for the successful development of the Property and the overall Jurisdictions’ transportation network beyond Edgewater West. The EWCDD shall be responsible to construct and/or convey these identified onsite framework roads (the “Edgewater West Framework Roads”) as set forth in **Exhibits “B”, “D” and “E”** attached hereto and incorporated herein, subject to other terms of this Agreement. Utilities will be coordinated with the construction of the Edgewater West Framework Roads.

The EWCDD shall be responsible for the design, permitting, mitigation, CEI and construction of the Edgewater West Framework Roads including, but not limited to, all associated stormwater management areas, sidewalks, lighting, landscaping, inspections and certification costs, traffic signals (the “Construction Costs”), as public facilities, recognizing that such stormwater management areas may be joint use areas as reasonably determined by the EWCDD, subject to the Jurisdiction review process. The EWCDD shall obtain all necessary regulatory approvals and permits required to construct the Edgewater West Framework Roads and shall comply with all applicable local, state and federal regulations and requirements, which may include the Osceola County Land Development Code or the City of St. Cloud Land Development Code and the Approvals (the “Applicable Law”). The appropriate Jurisdiction agrees to cooperate with and timely provide any agent authorizations or other permitting forms which may be applicable. In the event the approved development program increases or decreases via a major Approval amendment, approved by either Jurisdiction, the necessary Edgewater West Framework Roads may be adjusted, if applicable by amendment to this Agreement. Further, the timing of the construction of Edgewater West Framework Roads is not required to be earlier than shown on the **Exhibit “C”**. The EWCDD may advance any segment ahead of the timing identified in **Exhibit “C”** at its own discretion by providing nine (9) months advance written notice to the Jurisdictions in which case the EWCDD would be able to seek the applicable mobility fee credits as set forth herein. In the event that certain aspects of the regional transportation network, out of the control of the EWCDD, are delayed, the EWCDD shall have additional time to complete the Edgewater West Framework Roads and the Jurisdictions agree to amend this Agreement to recognize this delay. Additionally, the EWCDD’s timing for completion of the Edgewater West Framework Roads included on Exhibit C may be adjusted to accommodate changing market conditions, materials availability, labor conditions and other external factors, and such adjustment shall be

approved so long as development remains compliant with the applicable Land Development Code. The costs of the traffic signals will be allocated on a proportionate share basis based on an approved Traffic Impact Analysis.

Portions of Avenue P, as depicted in **Exhibit “B”**, may require offsite ROW and easements to accommodate the proposed transportation improvements (the “Offsite Avenue P improvements”). The EWCDD agrees to advance the funds necessary for the Jurisdictions to perform a PD&E or similar study up to a maximum of \$500,000.00 to identify the additional ROW and easements necessary to accommodate the Offsite Avenue P Improvements. The Jurisdiction will select and hire a professional services consultant (the “Consultant”) following the Jurisdictions procurement process and agrees to commence such PD&E or similar study within ninety (90) days of the Effective Date of this Agreement. The PD&E or similar study results shall not cause a reconfiguration or a reduction in the number of residential lots from Approvals. The Consultant will submit monthly invoices to the Jurisdictions for work completed. Upon payment by the Jurisdictions to the Consultant, the Jurisdictions shall then invoice EWCDD for reimbursement. The EWCDD shall submit payment within 30 days of invoice presentation and is past due 31 days from invoice date. Invoices will itemize charges for different personnel and expense classification. The EWCDD shall be responsible for and pay all costs for invoices up to the agreed amount to the Jurisdictions and will be assigned as mobility fee credits on a dollar for dollar basis. Such credits may be used in lieu of payments by the EWCDD for mobility fees due at such time as they are customarily due per City ordinance and Florida Statute. The EWCDD shall be reimbursed by the applicable Jurisdiction for the Offsite Avenue P Improvements in mobility fee credits as set forth in Section 5.C of this Agreement with the exception of the PD&E or similar study costs as described further herein..

Upon completion of the PD&E or similar study for the Offsite Avenue P Improvements, the applicable Jurisdiction, at its sole cost and expense, shall be responsible to obtain all offsite ROW and easements required to accommodate the Offsite Avenue P Improvements and to provide all required easements and authorizations to the EWCDD to perform its duties hereunder. Upon the applicable Jurisdiction completing the PD&E or similar study and acquiring all the required ROW and easements, the EWCDD agrees to commence to design, permit and construct the Offsite Avenue P Improvements based on the estimated construction timeline represented on **Exhibit “C”**, subject to allowable delays as provided in this Agreement, and the Jurisdictions agree to perform their obligations under this paragraph in a manner to allow the EWCDD to comply with the construction timeframes contained in this Agreement and the exhibits hereto.

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

The Edgewater West Framework Roads shall be dedicated to and accepted by the appropriate Jurisdiction as public facilities. As set forth in the *First Interlocal Agreement Between Osceola County, Florida, the City of St. Cloud, Florida and Edgewater West Community*

Development District Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices and the Provision of Enhanced Improvements and Infrastructure ("First Interlocal Agreement"), the Edgewater West Framework Roads shall be maintained by the Jurisdictions to at least the Jurisdictions' minimum standards, except EWCD shall be responsible for maintenance of enhanced landscaping and irrigation installed by EWCD therein. In the event the party responsible to maintain the Edgewater West Framework Roads fails to do so, the appropriate Jurisdiction has the right but not the obligation to maintain the Edgewater West Framework Roads.

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

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

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

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

5. **Method of Reimbursement.**

A. **Right of Way.** The Jurisdictions agree that the EWCDD shall be entitled to receive mobility fee credits for any dedication of land and/or right of way in the amount per acre as set forth in Section 4 for Edgewater West Framework Roads by deed or plat.

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

Upon receipt of an assignment of mobility fee credits from the EWCDD to the applicant, the City shall deduct the applicable credits from the EWCDD’s Mobility Fee Credit Account, and shall accept such credits as payment for such applicant’s mobility fees. It is the sole responsibility of the developer and the assignee to keep financial credit records.

C. **Construction Costs.** The EWCDD shall receive mobility fee credits from the City for construction costs by delivering to the City a certification of the actual Construction Costs prepared by the EWCDD’s engineer indicating the percentage of work completed through the date of certification. The certification shall be accompanied by invoices for the actual expenditures and any other documentation substantiating the actual expenditures that the City may reasonably require. The mobility fee credits provided for the EWCDD’s actual expenditures for the Construction Costs shall be provided by the City by crediting the Mobility Fee Account established pursuant to subpart A above. The mobility fee credits shall be available to the EWCDD upon inspection, approval and acceptance of the certification by the City, which shall not be unreasonably withheld, conditioned or delayed. The amount of mobility fee credits provided shall be the delta percent difference between the local road requirements as set forth in **Exhibit “F”** attached hereto and incorporated herein and the framework road requirements as set forth in **Exhibit “B”** and **“G”** as further shown and referenced in Exhibits **“D-1, D-2, D-3 and E”** attached hereto and incorporated herein. At this time the estimated construction and right-of-way costs of the Edgewater West Framework Roads is \$134,150,708 (comprised of \$119,048,787 construction costs and \$15,101,921 right-of-way costs) and the Jurisdiction’s estimated total share of the estimated construction costs and right-of-way is \$44,719,674 (comprised of \$38,753,766 construction costs and \$5,965,908 right-of-way costs), which does not exceed the total estimated Mobility Fees payable of \$57,823,053 with respect to the development of Edgewater West. The EWCDD shall use the Mobility Fee Request form as set forth in **Exhibit “K”** attached hereto and incorporated herein. The EWCDD may file the Mobility Fee Request form, together with highlighted plan set sheets showing the areas completed and the corresponding actual invoices, no more often than every sixty (60) days. The Jurisdictions agree to review and approve completed

mobility fee credit requests within thirty (30) days. Credits shall be made within ten (10) days of the approval of the mobility fee request.

D. **Inspections.** The EWCDD shall include CEI providers, costs in the estimated engineer's costs, which shall not exceed 15% of the construction costs of the Jurisdictions' obligation (pro-rata share). The EWCDD will not pay additional inspection fees to the Jurisdictions for the construction of the framework roads. The EWCDD may seek assignment of credits in the same percentage as the corresponding road delta percentage. The EWCDD shall hire inspectors that are pre-qualified by the Florida Department of Transportation. The Jurisdictions agree to timely review any proposed CEI providers and shall not unreasonably withhold approval. The scope of services to be provided is outlined in attached **Exhibit "M"**. The prime contractor for the CEI services shall be pre-qualified by the Florida Department of Transportation. The subcontractors are not required to be pre-qualified by the Florida Department of Transportation.

6. **Maintenance Agreements.** The EWCDD, any community development district, any stewardship district, (subject to the district's separate consent), a property owners' association, a homeowners' association, and/or any governmental or quasi-governmental entity having jurisdiction over the Property (the "Permitted Assignee(s)"), as determined by the EWCDD in its reasonable discretion, shall be required to enter into reasonable maintenance agreements with the Jurisdictions for the enhanced landscape, hardscape, street lights not leased from OUC and enhanced irrigation maintenance associated with the Edgewater West Framework Roads and local roads; provided however, no additional maintenance agreements shall be required if inconsistent with the First Interlocal Agreement.

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

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

copies of detailed proposed construction plans (“Pond Improvement Plans”) and any Permit or modification of Permit application related to the Pond Improvements issued by the South Florida Water Management District (the “SFWMD Permit”) for consent and approval through the appropriate approval process, which includes payment of application fees for review and inspection fees for construction. The appropriate Jurisdiction will review, comment, approve or approve with conditions within a timeframe consistent with the established review process. The EWCDD shall also provide the appropriate Jurisdiction with any comments received from SFWMD. The appropriate Jurisdiction shall be provided with copies of final approved Pond Improvement Plans and SFWMD Permit(s). Promptly after approval of the Pond Improvement Plan and receipt of all required Permits, the EWCDD shall diligently pursue construction of the Pond Improvements to completion. The EWCDD’s construction contractor will provide a performance bond or other reasonable security prior to pre-construction in an amount equal to 125% of the estimated costs of the pond improvements, naming the Jurisdictions as dual obligees. No other bonds shall be required by either of the Jurisdictions for the work. In the event a Jurisdiction has compensated the EWCDD for the property underlying a Stormwater Pond, the EWCDD shall reimburse the Jurisdiction for the percentage of the Stormwater Pond acreage that the EWCDD is using based on the value the EWCDD was compensated for the property where the Stormwater Pond is located. The value of the property may be adjusted up based on the increases in property determined by the Osceola County Property Appraiser. Any existing excess capacity within a stormwater pond owned by either Jurisdiction shall be maintained for use by such Jurisdiction unless otherwise agreed to by separate agreement with the applicable Jurisdiction.

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

such responsibilities), shall have a period of thirty (30) days to remedy the deficiencies. In the event the deficiencies are not remedied in a commercially reasonable fashion within such thirty (30) day period, the Jurisdiction shall have the right upon not less than forty-eight (48) hours advance written notice and may enter upon the Easement Areas and undertake all reasonably necessary maintenance and repair itself and recover from the EWCDD or any association, community development district or stewardship district, (if the same have assumed such responsibilities), the reasonable actual fees, costs and expenses incurred in connection therewith within forty-five (45) days after receipt by the EWCDD or the allowable maintaining Party of a detailed written invoice and receipts evidencing such costs incurred. In the event of a declared emergency situation, the Jurisdictions may immediately repair or maintain and these actions shall not be deemed as taking over permanent responsibility from the EWCDD.

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

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

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

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

B. Based upon the EWCDD's knowledge and belief, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by the EWCDD of any provision of any agreement or other

instrument to which the EWCDD is a Party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the EWCDD.

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

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

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

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

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

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

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

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

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

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

City of St. Cloud
1300 9th Street Building A
St. Cloud, FL 34769
407-957-7300
Ivy.lauro@stcloudfl.gov

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

1. Keep and maintain public records required by the Jurisdiction to perform the service.
2. Upon request from the Jurisdiction's custodian of public records, provide the Jurisdiction with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the EWCDD does not transfer the records to the Jurisdiction.
4. Upon completion of the Agreement, transfer, at no cost, to the Jurisdiction all public records in possession of the EWCDD or keep and maintain public records required by the Jurisdiction to perform the service. If the EWCDD keeps and maintains public records upon completion of the Agreement, the EWCDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Jurisdiction, upon request from the Jurisdiction's custodian of public records, in a format that is compatible with the information technology systems of the Jurisdiction.
5. If the EWCDD does not comply with a public records request, the Jurisdiction shall enforce the contract provisions in accordance with the Agreement.

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

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

15. **Time of Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing.

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

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

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

If to the EWCDD:

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

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

With a copy to:
Noah Breakstone
401 East Las Olas Blvd, Suite 1870

Fort Lauderdale, FL 33301
nbreakstone@btipartners.com

With a copy to: Dickinson Wright, LLP
Attention: Allison Jones, Esq.
350 E Las Olas Blvd #1750,
Fort Lauderdale, FL 33301

If to the County: Osceola County, Florida
Attention: County Manager
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

With a copy to: County Attorney
Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to the City: City of St. Cloud
Attn: Veronica Miller, City Manager
1300 9th Street
St. Cloud, Florida 34769

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

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

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

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

then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

22. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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

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

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

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

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

Each Party hereby acknowledges that it is proceeding at its own risk and that the other Party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

28. **No Personal Liability; Limitations on Governmental Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Jurisdictions or EWCDD in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Jurisdictions or EWCDD hereunder. Nothing in this Agreement shall be deemed as a waiver of any Party's sovereign immunity or limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

30. **Recording of Agreement.** The EWCDD shall be responsible for filing this Agreement with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act and recording (including all costs associated therewith) on the Property within the Public Records of Osceola County, Florida, within thirty (30) days of its execution. With regard to all property located within the boundaries of the EWCDD, said recordation shall be for informational purposes only and it is understood and intended that this Agreement shall not constitute a cloud or encumbrance on any portion of that property.

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

Jurisdictions or EWCDD. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

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

33. **Force Majeure.** If for any reason or contingency beyond the reasonable control of either the Jurisdictions or the EWCDD, including, but not limited global pandemic, other pandemics, epidemics, public health emergencies, outbreak of a communicable disease, quarantines, state, the declaration of a state of emergency or imposition of any other act, rule or regulation, by a national, state, county, regional or local governmental authority, acts of God, fire, earthquakes, flood, natural disaster, catastrophe, act or threat of terrorism, accident, riot or civil commotion, supply chain disruptions, work stoppages, or other form of labor dispute, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, or any other cause or condition, whether similar or dissimilar to the foregoing, (each a “Force Majeure Event”), either Party may upon notice, suspend efforts to complete any obligations contained in this Agreement while such Force Majeure Event continues. Once such Force Majeure Event no longer exists, both parties shall resume performance under this Agreement.

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

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

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

37. **Annual Review.** The Jurisdictions shall review the land subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith

compliance with the terms of the Agreement. If the Jurisdictions find, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the Agreement, the Agreement may be revoked or modified by the Jurisdictions.

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

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

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

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

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

CITY OF ST. CLOUD, FLORIDA

By: _____
Christian B. Robertson, City Mayor

ATTEST:

Ivy Llauro, City Clerk

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

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

ATTEST:

OSCEOLA COUNTY CLERK OF THE COURT

By: _____

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

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

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

By: _____

Name: _____

Its: _____

Signed, sealed and delivered
in the presence of:

Witness Signature

Witness (Print Name)

Address: _____

Witness Signature

Witness (Print Name)

Address: _____

STATE OF _____)
COUNTY OF _____)

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

(Notary Seal)

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Exhibit A

Edgewater West CDD Property

A portion of Kissimmee Park, as recorded in Plat Book 1, Page 41 and Seminole Land and Investment Company's Subdivision of Section 19, Township 26 South, Range 30 East, recorded in Plat Book B, Page 56 and Seminole Land and Investment Company's Subdivision of Section 20, Township 26 South, Range 30 East, recorded in Plat Book B, Page 7, Public Records of Osceola County, Florida, all lying in Sections 18, 19 and 20, Township 26 South, Range 30 East and Sections 13 and 24, Township 26 South, Range 29 East, and being more particularly described as follows:

COMMENCE at the Southwest corner of Section 19, Township 26 South, Range 30 East; thence run N 89°56'31" E along the South line of said Section 19, a distance of 2053.97 feet; thence departing said South line, run N 00°03'30" W, a distance of 15.43 feet to the POINT OF BEGINNING; thence N 00°10'21" W, a distance of 654.24 feet; thence S 89°56'31" W, a distance of 660.04 feet; thence N 00°10'21" W, a distance of 327.12 feet; thence N 89°56'31" E, a distance of 660.04 feet; thence N 00°10'21" W, a distance of 327.12 feet; thence S 89°56'31" W, a distance of 710.04 feet; thence S 00°10'21" E, a distance of 327.12 feet; thence S 89°56'31" W, a distance of 659.48 feet; thence S 00°10'26" E, a distance of 327.12 feet; thence S 89°56'31" W, a distance of 659.48 feet; thence N 00°10'21" W, a distance of 654.24 feet; thence N 89°52'09" W, a distance of 713.23 feet; thence N 00°18'39" W, a distance of 1358.50 feet; thence N 89°57'52" W, a distance of 1370.09 feet; thence N 00°18'41" W, a distance of 1308.50 feet; thence N 89°53'26" W, a distance of 1213.78 feet to a point on the Easterly Right-of-way of Cherokee Road, thence run along said Easterly Right-of-way line the following two (2) courses: 1) N 13°30'44" E, a distance of 2389.66 feet; 2) N 00°04'33" W, a distance of 23.23 feet; thence departing said Easterly Right-of-way line, run N 89°58'34" E, a distance of 330.02 feet; thence N 00°04'33" W, a distance of 990.06 feet; thence N 89°58'34" E, a distance of 1014.38 feet; thence N 00°05'19" W, a distance of 330.16 feet; thence S 89°58'13" W, a distance of 685.04 feet; thence N 00°02'05" W, a distance of 1370.08 feet; thence N 89°58'13" E, a distance of 2056.54 feet; thence N 89°58'13" E, a distance of 683.81 feet; thence S 00°00'13" E, a distance of 650.57 feet; thence S 62°53'31" E, a distance of 744.27 feet; thence S 43°37'13" E, a distance of 69.04 feet; thence S 34°02'25" E, a distance of 2363.64 feet; thence N 89°31'31" E, a distance of 140.26 feet; thence S 13°56'04" E, a distance of 678.68 feet; thence S 34°21'49" E, a distance of 1701.52 feet; thence N 00°05'07" W, a distance of 872.96 feet; thence N 78°00'00" E, a distance of 788.74 feet; thence N 89°43'54" E, a distance of 510.83 feet; thence S 00°05'07" E, a distance of 333.24 feet; thence S 89°38'46" E, a distance of 680.26 feet; thence S 00°06'03" E, a distance of 998.12 feet; thence S 89°52'25" E, a distance of 642.02 feet; thence S 00°05'09" E, a distance of 663.76 feet; thence N 89°56'10" E, a distance of 1355.03 feet; thence N 00°05'11" W, a distance of 329.78 feet; thence S 89°30'15" E, a distance of 2608.72 feet; thence S 00°15'17" E, a distance of 3285.66 feet; thence S 89°53'22" W, a distance of 643.93 feet; thence N 00°12'45" W, a distance of 310.03 feet; thence S 89°51'52" W, a distance of 663.71 feet; thence N 00°10'13" W, a distance of 995.18 feet; thence N 89°57'29" W, a distance of 662.98 feet; thence S 00°07'41" E, a distance of 331.67 feet; thence N 89°59'46" W, a distance of 645.72 feet; thence N 00°05'11" W, a distance of 343.76 feet; thence S 43°56'33" W, a distance of 50.02 feet; thence S 61°04'54" W, a distance of 369.91 feet; thence S 77°39'58" W, a distance of 305.54 feet; thence S 61°41'00" W, a distance of 341.57 feet; thence S 60°58'49" W, a distance of 342.23 feet; thence S 70°34'31" W, a distance of 424.01 feet; thence S 00°06'49" E, a distance of 574.24 feet; thence S 89°55'29" W, a distance of 199.94 feet; thence N 00°08'28" W, a distance of 584.21 feet; thence N 81°52'57" W, a distance of 404.44 feet; thence N 75°26'08" W, a distance of 412.52 feet; thence N 00°05'07" W, a distance of 569.07 feet; thence S 89°49'59" W, a distance of 1320.08 feet; thence S 00°04'42" E, a distance of 769.80 feet; thence N

90°00'00" W, a distance of 1187.41 feet; thence S 00°10'21" E, a distance of 547.78 feet; thence S 89°49'39" W, a distance of 709.97 feet to the POINT OF BEGINNING.

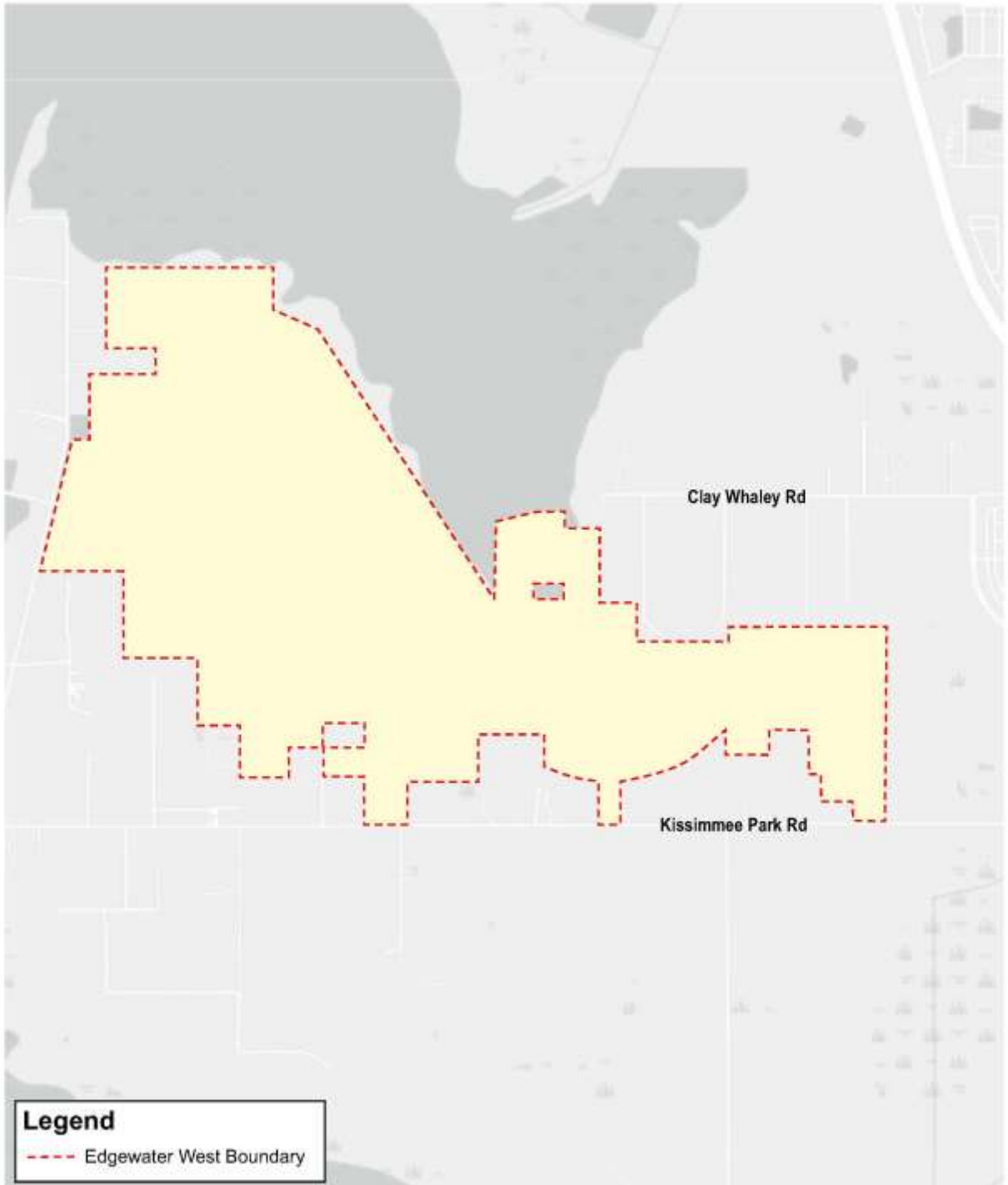
LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

Lot 33 of Seminole Land and Investment Company's Subdivision of Section 19, Township 26 South, Range 30 East, recorded in Plat Book B, Page 56, lying in Section 19, Township 26 South, Range 30 East, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 19, Township 26 South, Range 30 East; thence run S 00°05'07" E along the East line of said Section 19, a distance of 1335.39 feet to the POINT OF BEGINNING; thence continue along said East line, S 00°05'07" E, a distance of 333.85 feet; thence departing said East line, run S 89°43'54" W, a distance of 660.04 feet; thence N 00°05'07" W, a distance of 333.85 feet; thence N 89°43'54" E, a distance of 660.04 feet to the POINT OF BEGINNING.

Containing 5.059 acres, more or less.

Containing a total of 1,378.542 acres, more or less.



Edgewater West Property

Exhibit
A

Exhibit B

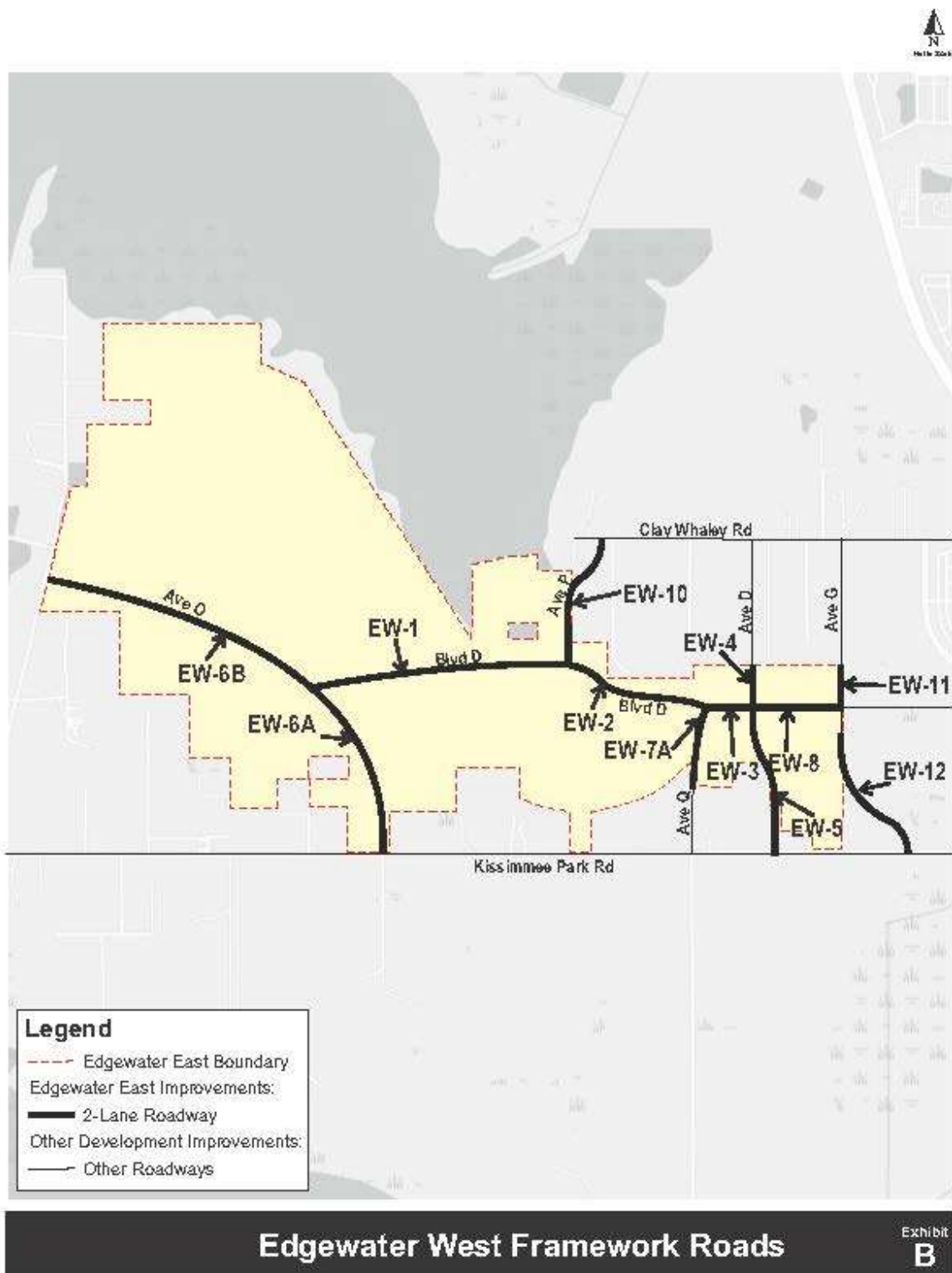


Exhibit C

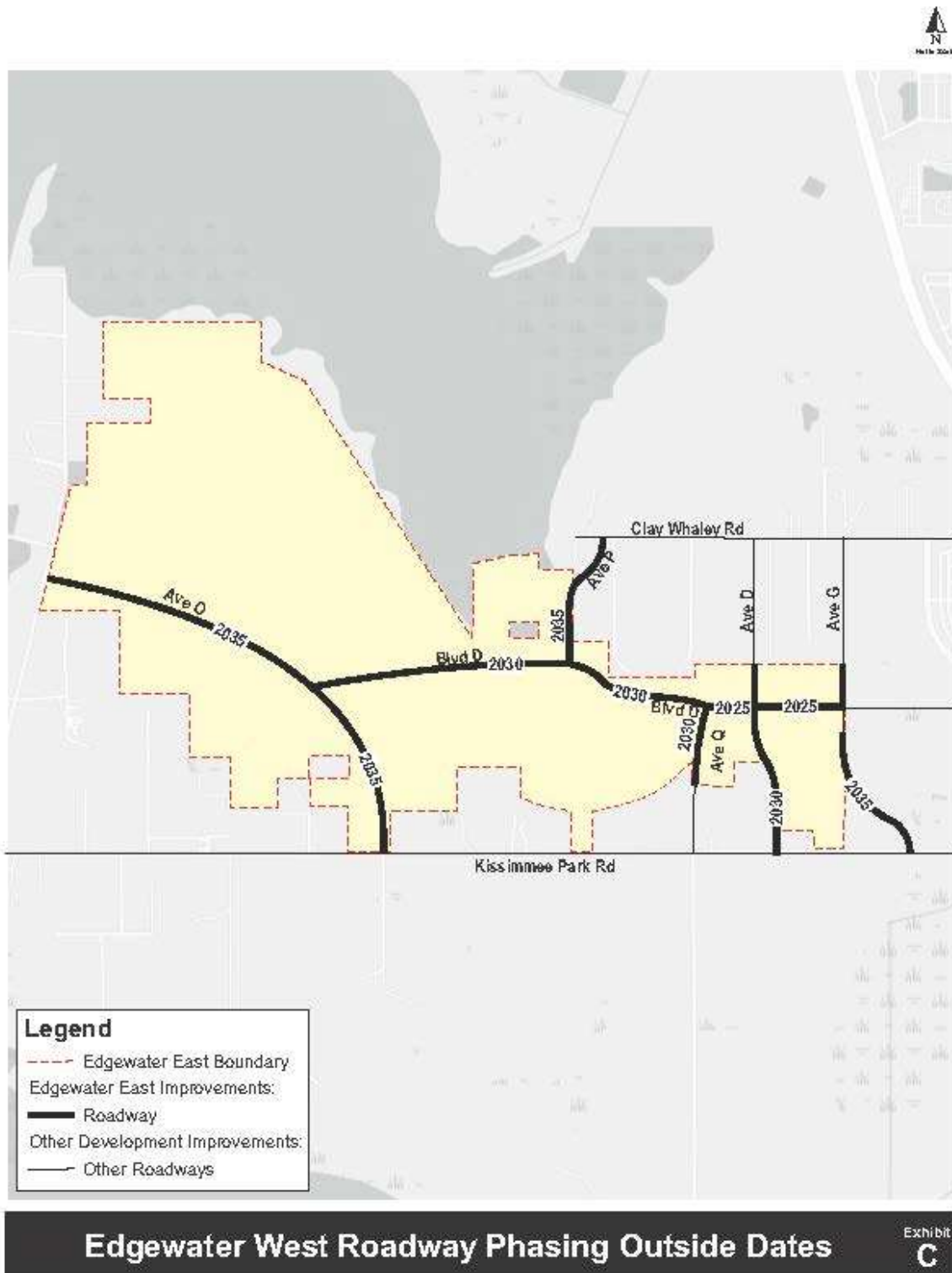


EXHIBIT D1 - Estimated Construction Costs: Edgewater East Framework Roadway Network Summary of Ultimate and Baseline Cost Detail

ROADWAY ATTRIBUTES						
Map Key	Note #	Roadway	Segment Start	Segment End	Responsible Agency	SEATS Year Complete
EW5	-	Ave D	Blvd D	Kissimmee Park Rd	County	2030
EW6A	-	Ave O	Kissimmee Park Rd	Blvd. D	City	2035
EW6B	-	Ave O	Blvd. D	Cherokee Rd. (exist.)	City	2035
EW7A	-	Ave Q	Blvd D	Edgewater West Southern Boundary	City	2030
EW1	5	Blvd D	Ave O	Ave P	City	2030
EW2	-	Blvd D	Ave P	Ave Q	City	2030
EW3	-	Blvd D	Ave Q	Ave D	City	2025
EW8	-	Blvd D	Ave D	Ave G	City	2025
EW4	-	Ave D	Northern Property Boundary	Blvd D	County	2025
EW10	-	Ave P	Clay Whaley	Blvd D	-	2035
EW11	-	Ave G	Blvd D	Northern Property Boundary	City	2025
EW12	-	Ave G	Kissimmee Park Rd	Blvd D	City	2035
Total						

See D2 for Details		See D3 for Details			
Ultimate Configuration	Baseline Configuration	Roadway Delta (3)	Cost Allocation		
Cost + 40% (Design/CEI/Misc.) w escalation (2)	Baseline Cost + 40% (Design/CEI/Misc.) w escalation (2)	Agency Obligation	Developer % Cost Share	Agency % Cost Share	
\$ 9,099,014	\$ 6,166,851	\$ 2,932,163	67.8%	32.2%	
\$ 14,920,896	\$ 10,112,627	\$ 4,808,268	67.8%	32.2%	
\$ 25,028,599	\$ 16,963,116	\$ 8,065,482	67.8%	32.2%	
\$ 4,945,116	\$ 3,351,549	\$ 1,593,567	67.8%	32.2%	
\$ 21,086,790	\$ 13,901,343	\$ 7,185,448	65.9%	34.1%	
\$ 10,795,585	\$ 7,316,700	\$ 3,478,884	67.8%	32.2%	
\$ 3,039,940	\$ 2,060,317	\$ 979,623	67.8%	32.2%	
\$ 4,227,106	\$ 2,864,918	\$ 1,362,188	67.8%	32.2%	
\$ 2,926,458	\$ 1,983,405	\$ 943,053	67.8%	32.2%	
\$ 9,867,044	\$ 6,687,382	\$ 3,179,661	67.8%	32.2%	
\$ 2,763,877	\$ 1,873,216	\$ 890,661	67.8%	32.2%	
\$ 10,348,363	\$ 7,013,596	\$ 3,334,767	67.8%	32.2%	
\$ 119,048,787	\$ 80,295,022	\$ 38,753,766	67.4%	32.6%	

Construction Cost / Mile (1)	Cost
New 2-lane Divided (Ultimate)	\$ 11,612,929
Baseline 2-lane	\$ 7,870,655

Culvert Water Crossing (1)	Crossing Cost
Baseline Crossing	\$ 775,000
Ultimate 2-Lane Avenue	\$ 1,312,500

Notes:

- Unit costs were developed based on FDOT Long Range Estimates.
- Cost = [(Construction Cost * 1.40) * [(1 + 4%)^(Buildout Year - 2025)]
- Roadway Delta = [Ultimate Cost + 40% (Design/CEI/Misc.) + Escalation] - [Baseline Cost + 40% (Design/CEI/Misc.) + Escalation]
- N.A.
- Includes culvert crossing cost in both Ultimate and Baseline configurations.

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

ROADWAY ATTRIBUTES							ULTIMATE CONFIGURATION					
Map Key	Note #	Roadway	Segment Start	Segment End	Responsible Agency	SEATS Year Complete	Construction Cost	Typical Section	Road Type for Constr. Calc.	ROW Width (ft)	ROW Length (Miles)	Cost + 40% (Design/CEI/Misc.) w escalation (2)
EW5	-	Ave D	Blvd D	Kissimmee Park Rd	County	2030	\$ 5,341,947	2-lane Ave	NEW2	100	0.46	\$ 9,099,014
EW6A	-	Ave O	Kissimmee Park Rd	Blvd. D	City	2035	\$ 7,200,016	2-lane Ave	NEW2	123	0.62	\$ 14,920,896
EW6B	-	Ave O	Blvd. D	Cherokee Rd. (exist.)	City	2035	\$ 12,077,446	2-lane Ave	NEW2	100	1.04	\$ 25,028,599
EW7A	-	Ave Q	Blvd D	Edgewater West Southern Boundary	City	2030	\$ 2,903,232	2-lane Ave	NEW2	100	0.25	\$ 4,945,116
EW1	5	Blvd D	Ave O	Ave P	City	2030	\$ 12,379,860	2-lane Ave	NEW2	100	0.84	\$ 21,086,790
EW2	-	Blvd D	Ave P	Ave Q	City	2030	\$ 6,337,988	2-lane Ave	NEW2	109	0.55	\$ 10,795,585
EW3	-	Blvd D	Ave Q	Ave D	City	2025	\$ 2,171,385	2-lane Ave	NEW2	113.5	0.19	\$ 3,039,940
EW8	-	Blvd D	Ave D	Ave G	City	2025	\$ 3,019,362	2-lane Ave	NEW2	113.5	0.26	\$ 4,227,106
EW4	-	Ave D	Northern Property Boundary	Blvd D	County	2025	\$ 2,090,327	2-lane Ave	NEW2	100	0.18	\$ 2,926,458
EW10	-	Ave P	Clay Whaley	Blvd D	-	2035	\$ 4,761,301	2-lane Ave	NEW2	100	0.41	\$ 9,867,044
EW11	-	Ave G	Blvd D	Northern Property Boundary	City	2025	\$ 1,974,198	2-lane Ave	NEW2	100	0.17	\$ 2,763,877
EW12	-	Ave G	Kissimmee Park Rd	Blvd D	City	2035	\$ 4,993,559	2-lane Ave	NEW2	75.5	0.43	\$ 10,348,363
Total							\$ 65,250,623	-	-	-	5.39	\$ 119,048,787

Construction Cost / Mile (1)	Cost
New 2-lane Divided (Ultimate)	\$ 11,612,929
Baseline 2-lane	\$ 7,870,655

Culvert Water Crossing (1)	Crossing Cost
Baseline Crossing	\$ 775,000
Ultimate 2-Lane Avenue	\$ 1,312,500

Notes:

- Unit costs were developed based on FDOT Long Range Estimates.
- Cost = [(Construction Cost * 1.40)] * [(1 + 4%)(Buildout Year - 2025)]
- Roadway Delta = [Ultimate Cost + 40% (Design/CEI/Misc.) + Escalation] - [Baseline Cost + 40% (Design/CEI/Misc.) + Escalation]
- N.A.
- Includes culvert crossing cost in both Ultimate and Baseline configurations.

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

ROADWAY ATTRIBUTES						BASELINE CONFIGURATION				
Map Key	Note #	Roadway	Segment Start	Segment End	Responsible Agency	SEATS Year Complete	Construction Cost	ROW Width	ROW Length	Baseline Cost + 40% (Design/CEI/Misc.) w escalation (2)
EW5	-	Ave D	Blvd D	Kissimmee Park Rd	County	2030	\$ 3,620,501	62	0.46	\$ 6,166,851
EW6A	-	Ave O	Kissimmee Park Rd	Blvd. D	City	2035	\$ 4,879,806	62	0.62	\$ 10,112,627
EW6B	-	Ave O	Blvd D	Cherokee Rd. (exist.)	City	2035	\$ 8,185,481	62	1.04	\$ 16,963,116
EW7A	-	Ave Q	Blvd D	Edgewater West Southern Boundary	City	2030	\$ 1,967,664	62	0.25	\$ 3,351,549
EW1	5	Blvd D	Ave O	Ave P	City	2030	\$ 8,161,350	62	0.84	\$ 13,901,343
EW2	-	Blvd D	Ave P	Ave Q	City	2030	\$ 4,295,567	62	0.55	\$ 7,316,700
EW3	-	Blvd D	Ave Q	Ave D	City	2025	\$ 1,471,655	62	0.19	\$ 2,060,317
EW8	-	Blvd D	Ave D	Ave G	City	2025	\$ 2,046,370	62	0.26	\$ 2,864,918
EW4	-	Ave D	Northern Property Boundary	Blvd D	County	2025	\$ 1,416,718	62	0.18	\$ 1,983,405
EW10	-	Ave P	Clay Whaley	Blvd D	-	2035	\$ 3,226,969	62	0.41	\$ 6,687,382
EW11	-	Ave G	Blvd D	Northern Property Boundary	City	2025	\$ 1,338,011	62	0.17	\$ 1,873,216
EW12	-	Ave G	Kissimmee Park Rd	Blvd D	City	2035	\$ 3,384,382	62	0.43	\$ 7,013,596
Total							\$43,994,475	-	5.39	\$ 80,295,022

Construction Cost / Mile (1)	Cost
New 2-lane Divided (Ultimate)	\$ 11,612,929
Baseline 2-lane	\$ 7,870,655

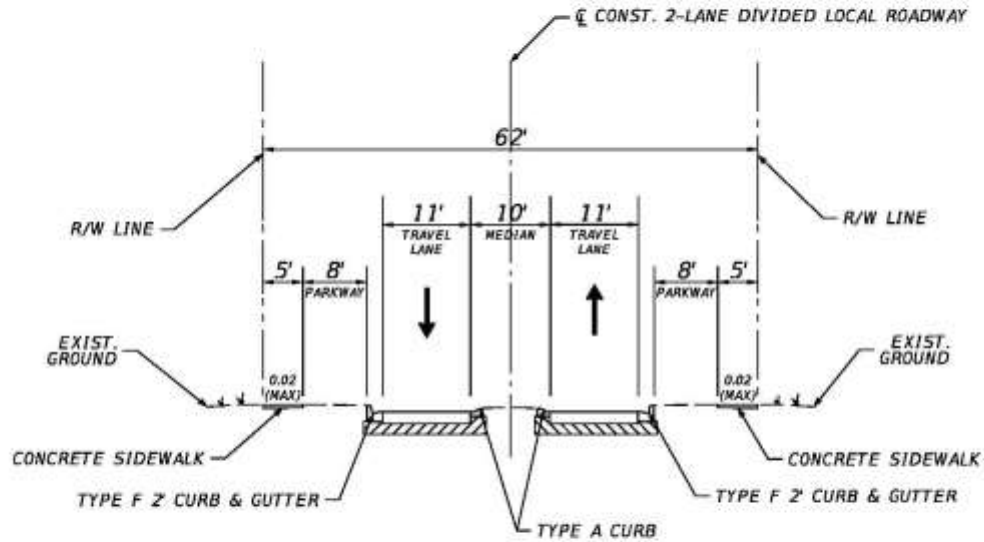
Culvert Water Crossing (1)	Crossing Cost
Baseline Crossing	\$ 775,000
Ultimate 2-Lane Avenue	\$ 1,312,500

Notes:

- Unit costs were developed based on FDOT Long Range Estimates.
- Cost = [(Construction Cost * 1.40)] * [(1 + 4%)^(Buildout Year - 2025)]
- Roadway Delta = [Ultimate Cost + 40% (Design/CEI/Misc.) + Escalation] - [Baseline Cost + 40% (Design/CEI/Misc.) + Escalation]
- N.A.
- Includes culvert crossing cost in both Ultimate and Baseline configurations.

Exhibit F

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

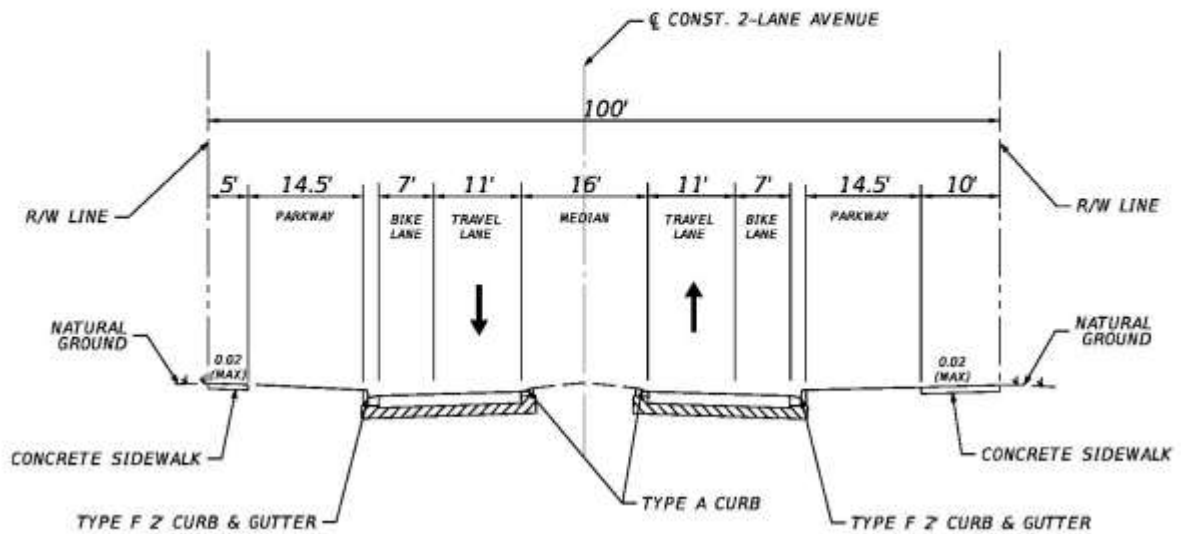


MAP KEY

<u>MAP KEY</u>	<u>ROADWAY</u>
EW-1	BOULEVARD D
EW-2	BOULEVARD D
EW-3	BOULEVARD D
EW-4	AVENUE D
EW-5	AVENUE D
EW-6A	AVENUE O
EW-6B	AVENUE O
EW-7A	AVENUE Q
EW-8	BOULEVARD D
EW-10	AVENUE P
EW-11	AVENUE G
EW-12	AVENUE G

Exhibit G

EXHIBIT G - ULTIMATE TYPICAL SECTION* 2-LANE DIVIDED



MAP KEY

EW-1
EW-4
EW-5
EW-6B
EW-7A
EW-10
EW-11

ROADWAY

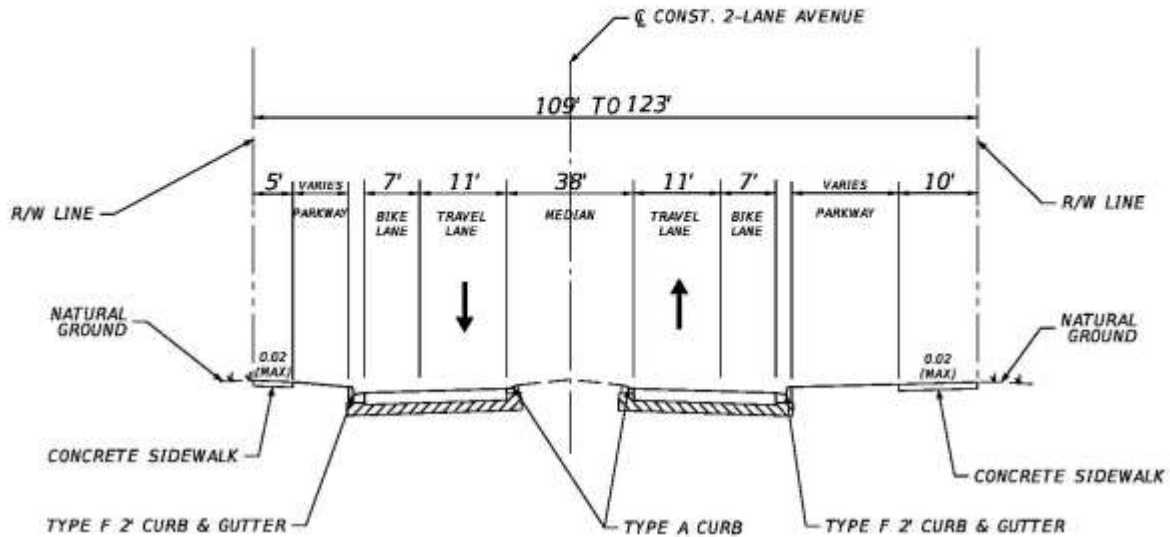
BOULEVARD D
AVENUE D
AVENUE D
AVENUE O
AVENUE Q
AVENUE P
AVENUE G

STATUS

SDP22-0155 APPROVED
SDP22-0133 APPROVED & CONSTRUCTED
SDP24-0021 APPROVED
FUTURE
SDP24-0021 APPROVED
FUTURE
SDP22-0133 APPROVED & CONSTRUCTED

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

EXHIBIT G - ULTIMATE TYPICAL SECTION*
2-LANE DIVIDED W/ROOM FOR 2 ADDITIONAL LANES



MAP KEY

EW-2
 EW-3
 EW-6A
 EW-8

ROADWAY

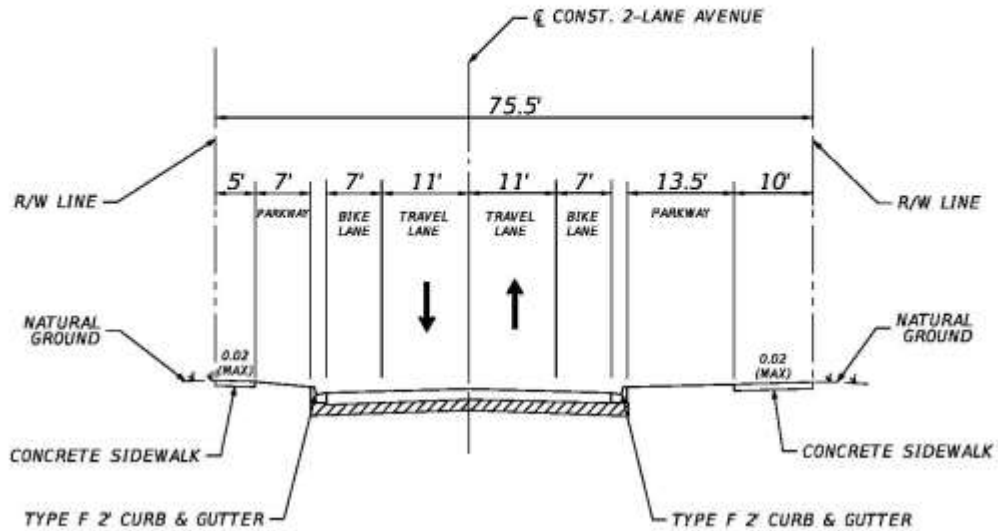
BOULEVARD D
 BOULEVARD D
 AVENUE O
 BOULEVARD D

STATUS

SDP22-0155 APPROVED
 SDP22-0133 APPROVED & CONSTRUCTED
 FUTURE
 SDP22-0133 APPROVED & CONSTRUCTED

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

EXHIBIT G - ULTIMATE TYPICAL SECTION*
2-LANE UNDIVIDED



MAP KEY
 EW-12

ROADWAY
 AVENUE G

STATUS
 FUTURE

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

Exhibit H
Temporary Construction Easement form

Upon recording, this instrument should
be returned to:

[Insert Contact Info]

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement Agreement”) is made and entered into to be effective the ____ day of [], 202[] (the “**Effective Date**”), by and between:

[**EW Property Holdings**], a Delaware limited liability company, whose address is 401 E. Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 (“**Landowner**” or “**Grantor**”); and

[**Applicable Entity**], [], and located in Osceola County, Florida (“[]” or “**Grantee**,” and together with the Grantor, the “**Parties**”).

RECITALS

WHEREAS, the Grantee [insert appropriate governmental entity authorization], and is validly existing under the Constitution and laws of the State of Florida; and

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

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Osceola County, Florida, lying within the boundaries of the [City/County], including those certain parcels more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Easement Area**”); and

WHEREAS, Grantee has requested that Grantor grant to Grantee a temporary construction, access and maintenance easement over the Easement Area for constructing the [insert applicable description of improvements] in conformance with [construction plan name and application/permit number] (collectively, the “**Improvements**”), and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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

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

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

3. **DAMAGE.** In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the condition and grade existing immediately prior to such damage, 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**². Grantee shall carry insurance complying with the provisions of **Exhibit B-1** attached hereto. Grantee shall contractually require all contractors, sub-contractors, employees or materialmen performing work for Grantee on the Easement Area shall at all times maintain insurance at least in the amounts and with the requirements set forth in **Exhibit B-2** attached hereto.

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

5. **INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the Grantee by law, Grantee shall, and shall contractually cause Grantee’s contractors, sub-contractors, and employees (which contractual indemnity obligation shall, as to such contractors, sub-contractors, and employees, not be limited by sovereign immunity) to indemnify and hold harmless Grantor, and its direct and

¹ NTD: To be updated as applicable.

² NTD: This section and applicable exhibits are subject to updates based on review by Grantor’s insurance consultant.

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

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

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

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

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

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

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

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

consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

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

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, overnight delivery service, or e-mail to the parties, as follows:

A. If to Grantee: []

With a copy to: [•]

B. If to Landowner: [EW Property Holdings, LLC]
401 E. Las Olas Boulevard, Suite 1870
Ft. Lauderdale, Florida 33301
Attn: Noah Breakstone
E-Mail: nbreakstone@btipartners.com

With a copy to: EW Property Holdings, LLC
[]

And with a copy to: Morris, Manning & Martin, LP
1333 New Hampshire Street, NW, Suite 800
Washington, D.C. 20036
Attn: Elizabeth A Karmin
Email: bkarmine@mmmlaw.com

Except as otherwise provided herein, any Notice shall be deemed received upon actual delivery at the address set forth herein. Notices sent by email shall be deemed given when sent without receipt of any bounceback error message. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change

in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

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

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

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

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

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.

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.

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

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

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.

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

WITNESSES:

Signed, sealed and delivered
in the presence of:

[INSERT ENTITY]
[]

Print Name: _____

By: _____
Chairperson/Vice Chairperson

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 202[], by the Chairperson/Vice Chairperson of the [], a [].
He is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

{Notary Seal}

Signed, sealed and delivered in the presence of: [], a Delaware limited liability company,

Print Name _____

By: _____
Name: _____
Title: _____

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 202[], by _____, as _____ of [], who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 202[], by _____, as _____ of [], who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

Exhibit A – Legal Description

EXHIBIT B-1
GRANTEE'S INSURANCE REQUIREMENTS

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

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

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

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

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

EXHIBIT B-2
CONTRACTOR, SUBCONTRACTOR, CONSULTANT, MATERIALMEN
AND VENDOR INSURANCE REQUIREMENTS

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

A. Additional Insureds. The following (collectively, the “**Additional Insureds**”) must be included as additional insureds under Contractor’s applicable insurance policies, on a primary and noncontributory basis: [], EW Property Holdings, LLC, [], and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees.

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

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

- a. has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate;
- b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor’s indemnity obligations under any applicable agreement;
- c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (*e.g.*, if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);

- d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (e.g., a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and
- e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

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

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

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

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

Professional liability insurance, if the work includes any professional services, with limits of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. This insurance, if required, must be

retroactive to the date of the commencement of the professional services and must be maintained for at least three years after final completion or the earlier termination of the applicable agreement.

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

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

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

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

million in commercial general liability insurance); provided that such approved limits are no less than those customarily required of vendors performing a similar scope of work or services. Grantee must obtain indemnification and hold harmless provisions in favor of Grantor and Grantee. Grantee must obtain defense provisions in favor of Grantor and Grantee except for professional liability.

**Exhibit I
Deed form**

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** (this “**Deed**”) is made as of the ____ day of _____, 20__, by _____, a Delaware limited liability company, whose address is _____ (“**Grantor**”), to _____, a _____ limited liability company, whose address is _____ (“**Grantee**”).

(Wherever used herein, the terms “Grantor” and “Grantee” shall be deemed to include the parties to this Special Warranty Deed and the successors and assigns of each. The singular shall be deemed to include the plural, and vice versa, where the context so permits.)

W I T N E S S E T H :

THAT, for and in consideration of the sum of TEN AND 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, its successors and/or assigns forever, all that certain real property situate in Osceola County, State of Florida, and legally described in **Exhibit “A”**³ attached hereto and made a part hereof (the “**Property**”).

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that (i) the Property is free and clear of all liens and encumbrances except for taxes for the year _____, and subsequent years, which are not yet due and payable, and all easements, rights of way, encumbrances, liens, covenants, conditions, obligations and liabilities as may appear of record, provided, that this reference shall not serve to reimpose the same; (ii) Grantor is lawfully seized of the Property in fee simple; (iii) Grantor has good right and lawful authority to sell and convey the Property; and (iv) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

[SIGNATURE PAGE TO FOLLOW]

³ Legal description to be inserted.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

, a Delaware limited liability company

By: _____
Print Name: _____

By: _____
Name: _____
Title: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Name: _____
Title: _____

By: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, by _____, as _____ of _____, a Delaware limited liability company on behalf of said company, who personally appeared before me and is [____] personally known to me or [____] has produced _____ as identification.

[NOTARY SEAL]

Notary Public Signature

Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, by _____, as

_____ of _____, LLC, a Delaware limited liability company on behalf of said company, who personally appeared before me and is [] personally known to me or [] has produced _____ as identification.

[NOTARY SEAL]

Notary Public Signature

Typed or Printed Notary Name

Notary Public-State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT “A” TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF THE PROPERTY

Exhibit J
Drainage Easement form

This instrument prepared by:

Justin C. Vine, Esq.
Morris, Manning & Martin, LLP
3343 Peachtree Rd., NE
1600 Atlanta Financial Center
Atlanta, GA 30326

and return to:

[Insert Title Company/Escrow Agent Address]

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of [] __, 2025, by and between [Insert Property Owner], a Delaware limited liability company, whose address is [] (“**Grantor**”) and [Insert Buyer Entity], a [] limited liability company, whose address is [Insert Address] (“**Grantee**”).

RECITALS:

A. **WHEREAS**, Grantor owns that certain real property, located in [] more particularly described in **Exhibit “A”**, attached hereto and incorporated herein (the “**Grantor Property**”).

B. **WHEREAS**, Grantee owns that certain real property, located in [], adjacent to the Grantor Property and as more particularly described in **Exhibit “B”**, attached hereto and incorporate herein (the “**Grantee Property**”).

C. **WHEREAS**, Grantor has agreed to grant to Grantee, and Grantee has agreed to receive for itself, its successors and assigns, a perpetual, non-exclusive easement over, under, and across that portion of the Grantor Property more particularly described in **Exhibit “C”**, attached hereto and incorporated herein (the “**Easement Area**”) for the purposes of access, construction, installation, maintenance, operation, modification, and repair of certain drainage improvements for the benefit of the Grantee Property and adjacent properties, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION of Ten and No/100 Dollars (\$10.00) and of the mutual undertakings of Grantor and Grantee set forth in this Agreement and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by the parties, the following perpetual grant, agreements, covenants, and restrictions are made:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Agreement.

2. **Grant of Drainage Improvements Easement.** Grantor does hereby grant, bargain, sell, and convey to Grantee, its successors, assigns, homeowner’s associations, agents, employees, contractors, and subcontractors (collectively, the “**Benefited Parties**”), a perpetual, non-exclusive easement over the Easement Area for access, construction, installation, maintenance, operation, modification, and repair of drainage

structures and improvements (collectively, the “**Improvements**”), with the right to (i) convey and discharge stormwater outfall from the Grantee Property over under and across the Easement Area, and (ii) reconstruct, improve, add to, enlarge, change the size of and remove such Improvements with the prior written consent of Grantor (the “**Easement**”), with full right and authority of ingress and egress over, on, upon, and across the Easement Area at all times to carry out the purposes of this Agreement. By acceptance of the benefits of this Easement, Grantee, or its successors and assigns, agrees to perpetually maintain, repair, and replace the Improvements within the Easement Area in a neat and orderly manner to standards no less than are required, from time to time, by applicable governmental authorities.

3. Maintenance of Easement Area. Grantee, or its successors and assigns, shall be responsible, at its sole cost and expense, for operating, maintaining, repairing, and keeping the Improvements located within the Easement Area in good condition. All work performed by the Benefitted Parties on the Easement Area shall be performed in a lien free manner.

4. Insurance.⁴ Grantee shall carry insurance complying with the provisions of **Exhibit “D-1”** attached hereto. Grantee shall contractually require all contractors, sub-contractors, employees or materialmen using the any portion of the Easement Area or performing work for Grantee on the Easement Area shall at all times maintain insurance at least in the amounts and with the requirements set forth in **Exhibit “D-2”** attached hereto. Grantee shall contractually require any contractors, sub-contractors, employees or materialmen to provide Grantor with a certificate or certificates of insurance evidencing compliance with the requirements of **Exhibit “D-2”**. Grantee shall provide an insurance certificate evidencing compliance with this section to Grantor prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen within the Easement Area. All work performed within the Easement Area shall be performed in a lien free manner.

5. Indemnity. Grantee hereby releases and agrees to indemnify, defend, and hold harmless Grantor and its representatives, agents, employees, members, partners, shareholders, directors and officers, owners, and affiliates (collectively, the “**Indemnitees**”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the use of the Easement within the Easement Area by Grantee pursuant to this Agreement, except Grantee shall not be liable for (a) any loss, liability, cost or expense to the extent arising from or relating to the acts or omissions of Indemnitees, (b) any latent defects within the Easement Area discovered or impacted by Grantee while using the Easement, or (c) the discovery of any pre-existing conditions or Hazardous Substance (as defined below) on or under the Easement Area. The indemnity contained herein shall survive any termination of this Agreement for a period of three years. “**Hazardous Substance**” means any substance or material defined or designated as a hazardous or toxic waste, material or substance, chemical contaminant, or other similar term, deemed to be such by any applicable federal, state or local environmental statute, regulation or ordinance presently in effect.

6. Limitation of Easement. This Easement is given by Grantor to Grantee subject to the following terms, conditions, and limitations: Grantor shall have no obligation to repair, maintain, or replace any Improvements within the Easement Area now or in the future.

7. Land Preservation and Non-Interference. Grantor and Grantee, their successors and assigns, agree not to use the Easement Area for surface use inconsistent with the purposes and uses described herein. Grantor shall utilize the Easement Area in a safe and careful manner as to not disturb or interfere with the

⁴ NTD: This Section and the applicable exhibits are subject to updates from Grantor’s insurance consultant.

Easement and the Improvements located on the Easement Area or that might otherwise obstruct or hinder Grantee's exercise of its rights and easement granted herein.

8. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, it being the intention that this Easement shall be strictly limited to and for the purposes herein expressed.

9. Termination. The Easement shall terminate automatically as to any portion of the Easement Area which is dedicated or otherwise conveyed to [] or a community development district formed to serve the Property.

10. Estoppel. Each party herein shall, from time to time during the term of this Agreement, upon request of the other party herein, execute, acknowledge, and deliver to the requesting party (or its designee) a statement in writing, certifying (a) that this Agreement is unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications); (b) whether there are any uncured defaults hereunder by such party or, to such party's actual knowledge, by the requesting party; (c) whether any sums are owed by either party herein to the other hereunder; and (d) such other information as may be reasonably required by the requesting party.

11. Governing Law and Venue. This Agreement is governed by the internal laws of the State of Florida. The parties agree that any litigation arising from this Agreement shall be maintained in a court of competent jurisdiction sitting in [], Florida.

12. Successors and Assigns. The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with title to the Easement Area in perpetuity.

13. Construction. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

14. Savings Clause. If any provision or portion of this Agreement is for any reason held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision or portion of the Agreement, but this Agreement will, in such event, be construed as if such invalid or unenforceable provision or portion had never been contained herein.

15. Execution in Counterparts. The parties may execute this Agreement in multiple counterparts, by e-mail, portable document format (PDF) or electronic signature format, or facsimile, each of which constitutes an original, and all of which, collectively, constitute one agreement.

16. Entire Agreement. This Agreement sets forth the entire understanding between the Grantor and Grantee and shall not be altered, modified, or amended unless such alternation, modification, or amendment is set forth in writing and signed by the party against whom the enforcement of any such alteration, modification, or amendment is sought.

17. Exculpation. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any Party hereto shall have any personal liability under this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the dates set forth below.

GRANTOR:

[], a Delaware limited liability company

By: _____

Name: _____

Its: _____

Printed Name: _____

Address: _____

By: _____

Name: _____

Its: _____

Printed Name: _____

Address: _____

[ACKNOWLEDGEMENT FOR GRANTOR ON NEXT PAGE]

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this _____ day of March, 2025, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of [], a Delaware limited liability company, and acknowledged that he/she executed the same on behalf of said company, and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARY SEAL]

Notary Public Signature

Typed or Printed Notary Name

Notary Public-State of _____

Commission No.: _____

My Commission Expires: _____

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this _____ day of March, 2025, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of [], a Delaware limited liability company, and acknowledged that he/she executed the same on behalf of said company, and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARY SEAL]

Notary Public Signature

Typed or Printed Notary Name

Notary Public-State of _____

Commission No.: _____

My Commission Expires: _____

GRANTEE:

Witnesses:

[], a Delaware limited liability company

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

By: _____

Name: _____

Its: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, ____ by physical presence or ____ by online notarization, this ____ day of _____, by _____ as _____ of [], a Delaware limited liability company on behalf of the company, who is ____ personally known to me or ____ has provided _____ as identification.

Notary Public, State of Florida at Large

Print Name: _____

Commission # _____

My Commission Expires: _____

He/she is: [check one]:

Personally known _____

OR Produced I.D. _____ Type
of Identification Produced

Exhibit "A"
Grantor Property

Exhibit “B”
Grantee Property

Exhibit “C”
Easement Area

(See attached)

Exhibit “D-1”

Grantee Insurance Requirements

1. Grantee shall obtain and maintain the following insurance:

(a) Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 personal and advertising injury, and \$2,000,000 product-completed operations aggregate. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement. The required limits may be achieved via a combination of primary, umbrella and/or excess liability policies provided that such umbrella and/or excess liability policies provide coverage no more restrictive than the underlying insurance;

(b) Workers’ compensation insurance with statutory limits, including employers’ liability insurance with minimum liability limits of \$1,000,000 bodily injury (each accident), \$1,000,000 bodily injury by disease (each employee), and \$1,000,000 bodily injury by disease (policy limit);

(c) Automobile Liability insurance covering any auto (including owned, if applicable, non-owned and hired) in an amount of not less than \$1,000,000 combined single limit per accident; and

(d) Umbrella/excess liability insurance applying on a follow form basis in amounts of not less than \$10,000,000 each occurrence and in the annual aggregate. Coverage must be in excess of the Commercial General Liability insurance policies, automobile liability insurance, and employer’s liability insurance, concurrent to, and not more restrictive than the underlying insurance policies.

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

(a) Prior to the performance of any work or services in connection with the Agreement, Grantee will deliver to Grantor certificates of insurance and requested endorsements (e.g. additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation) showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Grantor, or failure of Grantee, to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Grantee will deliver to Grantor evidence of renewal.

(b) Within ten (10) days of written request by Grantor, Grantee shall provide copies of the required insurance endorsements to Grantor, to the extent the same are available.

(c) All insurance required in this Exhibit D-1 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Grantor; and (ii) Grantee shall be solely responsible for any deductible and or self-insured retention payments; and (iii) be written by a company or companies authorized to do business in the state in which the property is located and having a rating of not less than "A-IX" by AM Best and "A-" by Standard and Poors.

Exhibit “D-2”

Contractor, Subcontractor, Consultant, Materialmen and Vendor Insurance Requirements

Prior to the commencement or performance of any work or services within the Easement Areas under this Agreement, Grantee shall cause each of its contractors, consultants, materialmen and vendors (as used herein, each is a “**Contractor**”) to procure and maintain throughout the term and thereafter as required herein, at their sole cost and expense, the insurance specified in this Exhibit D-2.

A. Additional Insureds. The following (collectively, the “**Additional Insureds**”) must be included as additional insureds under Contractor’s applicable insurance policies, on a primary and noncontributory basis:

(i) as to Contractors engaged by Grantee and performing work within the Easement Area (“**Grantee Contractors**”): [], a Delaware limited liability company and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees.

B. Required Coverages. Each Contractor shall maintain the following minimum insurance with respect to the work or services performed within the Easement Area (with respect to Grantee’s Contractors):

1. *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:
 - a. has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$2,000,000 general aggregate (per-project), and \$2,000,000 products-completed operations aggregate;
 - b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor’s indemnity obligations under any applicable agreement;
 - c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (*e.g.*, if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);
 - d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (*e.g.*, a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and

e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

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

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

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

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

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

6. *Contractors’ pollution liability insurance* (or “contractor’s pollution indemnity insurance”) covering losses caused by pollution conditions that arise from the work, with limits of not less than \$1,000,000 per loss

and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.

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

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

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

Exhibit K
Mobility Fee Request form

[city provide]

Exhibit L Bond Form

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

(Name and location)

**BOND**

Date:

(Not earlier than Construction Contract Date)



Amount: \$

Modifications to this Bond:



(Any additional signatures appear on the last page of this Performance Bond.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)



Signature:

Name and

Title:

SURETY

Company: (Corporate Seal)



Signature:

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

**ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

- 1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from

- the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

(Any additional signatures appear on the last page of this Performance Bond)

Exhibit M
Osceola County CEI Scope of Services

Osceola County
Construction Engineering & Inspection Services (CEI) to
Support Developer Project
SCOPE OF SERVICES

The scope of services for this package includes, but is not limited to:

- Erosion and sediment control compliance — to be performed weekly.
- Maintenance of traffic inspections — to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, roadway subgrades and roadway base — 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing — including culverts, bridges, and concrete flatwork — daily or as needed for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing — 2 to 3 times per week.
- Lighting installation — 2 to 3 times per week.
- Its installation — 2 to 3 times per week.
- Signal installation incl foundations and commercial inspections — daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection — 2 to 3 times per week during installation of concrete or asphalt pavement.
- _____(Add items as needed).

The Services will begin on or about _____and will extend approximately _____ days after final completion of construction. The accumulated length of services for the Project is estimated to be _____days. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager and the Jurisdiction's Construction Manager, to facilitate and expedite Project activities.

Consultant Services include the following:

1. Coordination with Developer / Jurisdiction / Contractor

1.1. Pre-construction Conference

Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Jurisdiction's Construction Manager, the Engineer of Record, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2. Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1 Coordination with Developer. Consultant shall coordinate with Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to Developer. All consultant records are subject to monthly Developer review. Consultant shall provide a composite report at the end of the project. The Jurisdiction's Construction Manager shall be copied on all project correspondence sent to the Developer.

1.2.2 Meeting Attendance - The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the Developer's Representative, The Jurisdiction's Construction Manager shall be invited to all Developer's meetings.

1.2.3 Outstanding Issues — Consultant will prepare special reports, as requested by the Developer, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.

1.2.4 Requests for Interpretations — When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Developer.

1.2.5 Documentation of Deficiencies — Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Developer, Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Developer, Consultant will photograph deficient or defective

work of a significant nature, or completed work that will be buried or covered by subsequent work.

- 1.2.6 Prepare and Disseminate Reports — Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Developer by the end of business the following day. All monthly reports will be delivered to the Developer within seven (7) days of the end of the month.
- 1.2.7 Overall Coordination — Consultant will coordinate with Developer at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.
- 1.2.8 Responsiveness — Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Developer shall endeavor to obtain 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the Developer to meet the demands of the Project as responsively as possible.
- 1.2.9 Construction Materials Investigations, Special Studies & Projects — Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with Developer which shall not cause any undue delays.
- 1.2.10 Project Documentation — Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project. This will include final review of the project final testing package.

2. Construction Materials Testing and Inspection

2.1. Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2. Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3. Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4. Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts and certifications.

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing," current edition.

2.4.4 FDOT Structures Design guidelines, current edition.

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5. Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

2.5.1 Testing of On-Site Construction Materials.

Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the Developer. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork — The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The

Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials — The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials — The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services — The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per 50yd³ or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete deliver) ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
 - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spalls, et cetera. Thorough documentation of inspections of the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.
 - The Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3. Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Developer. The Quality Control Plan shall detail the procedures, evaluation criteria, and instruction to the operation to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

3.1. Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2. Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3. Proposed Quality Assurance Records

- The types of records which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4. Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5. Quality Assurance Certification

- The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6. Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Developer upon request during the term of the Agreement, but at least monthly. All records shall be kept at the primary project office site. The Consultant shall prepare and submit all documentation, including, but not limited

to, Reports, Inspection Reports, Offsite Inspection reports, etc. and submit to the Developer. All records are subject to audit review.

END PROJECT SCOPE OF SERVICE

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

7

MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT
Florida Mitigation Bank

THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT (hereinafter “Agreement”) is made this ___ day of _____ 2025, by and between **Florida Mitigation Bank** (hereinafter “Seller”), whose mailing address is 1091 W Morse Blvd #101 Winter Park, FL 32789 and **Edgewater West Community Development District** (hereinafter “Buyer”) whose mailing address is 2300 Glades Road, Suite 410W Boca Raton, FL 33431 (hereinafter collectively the “Parties”)

WITNESSETH:

WHEREAS, the Seller represents owners that maintain an ecological restoration projects located in **Osceola County**, Florida (hereinafter referred to as the “Mitigation Properties”);

WHEREAS, Seller represents owners with mitigation banks with freshwater forested and herbaceous mitigation credits (hereinafter “Credits”) available for transfer and sale under **Florida Department of Environmental Protection** (hereinafter “FDEP”) Permit No. **492924779** and the **U.S Army Corps of Engineers** (hereinafter “USACOE”) Permit No. **199603573 (IP-ME)**; and

WHEREAS, as part of the environmental permitting process involving the **USACOE**, it is anticipated that Buyer’s permit from the aforereferenced respective governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation; and

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Properties on the terms and conditions below to be used to offset wetland impacts associated with the proposed development of project known as **Edgewater West – Whaley Lane Wetland Crossing** (hereinafter “Project”) **USACOE Permit No. SAJ-2022-03314**; and

WHEREAS, the estimated number of Credits to be purchased by Buyer has been determined by Buyer after consultation with its advisors to be **1.72 Freshwater Federal Herbaceous (M-WRAP)** credits and;

WHEREAS, Seller requires as part of this Agreement for Buyer to remit this Agreement via Mitigation Marketing, LLC and funds in order to allow Seller to submit a minor permit modification (hereinafter “Minor Permit Modification”) for a debit of credits from the **USACOE** ledger so that the aforesaid respective Credits can be transferred to the Buyer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. **Terms of Purchase.** The total purchase price (hereinafter “Purchase Price”) for the Credits is \$258,000.00, based on a reduced unit price of \$150,000.00 per credit for 1.72 Freshwater Federal Herbaceous (M-WRAP) credits. This reduced rate is being offered contingent upon the Buyer making full payment within thirty (30) calendar days of **August 14, 2025**.

All payments shall be paid to the account of Florida Mitigation Bank, and submitted via Mitigation Marketing, LLC at 1091 W Morse Blvd #101, Winter Park, FL 32789.

Failure to remit full payment by September 13, 2025, shall render this Agreement null and void, unless otherwise agreed to in writing by the Seller. In such an event, no Credits shall be reserved or transferred, and the Buyer shall have no further obligation under this Agreement.

2. Deposit. N/A
3. Reservation Period. N/A
4. Adjustment of Credit Reservation. The Buyer shall only be required to purchase the actual number of credits required and approved by **USACOE** for the Project and nothing herein shall require the Buyer to purchase more credits than required and approved by **USACOE** for the Project.
5. Covenants of Seller. Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits from **USACOE** for the Mitigation Property. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 5 shall survive this Agreement and the transfer of the Credits to the Buyer.
6. Conditions of Transfer of Credit. Upon payment of the total Purchase Price and receipt of Buyer's permits, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by **USACOE** to effectuate the transfer of Credits as per the conditions of the Buyer's permit (i.e. copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) days to complete.
7. Debit of Credits and Transfer. Upon notification of the debit of the Credits by **USACOE**, the same shall be transferred to Buyer together with document(s) evidencing such transfer of Credits. The Parties hereby agree that evidence of the Credits being transferred shall be the receipt by Seller from **USACOE** of the Minor Permit Modification to its Mitigation Banking Instrument (hereinafter "MBI") and ledger deduction at USACE. Once transfer has been completed, it is acknowledged that seller's payment is fully earned.
8. Breach of Seller. If, for any reason, the Credits have not been conveyed to Buyer within ninety (90) days of permit issuance, this Agreement becomes null and void unless cured by the Seller as provided in this Paragraph 8. Notwithstanding the foregoing, Seller shall have twenty (20) days to remedy said breach; and if not cured, the Buyer shall have no further obligations under this Agreement.
9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
10. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereto hereby irrevocably (i)

agree that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Osceola County, State of Florida;; and (ii) waive any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

11. Notices. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notice to Seller: Mitigation Marketing, LLC
Florida Mitigation Bank
Attn: Brody Larsen
1091 W Morse Blvd #101
Winter Park, FL 32789
brody@mitigationmarketing.com

Notice to Buyer: Edgewater West Community Development District
Kevin Kramer
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Notice to Consultant: Bio-Tech Consulting, Inc.
Mark Ausley
3025 E. South Street
Orlando, FL 32803
mark@bio-techconsulting.com

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

12. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained.
13. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed

by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
15. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
16. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.
17. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
18. Effective Date. This Agreement is effective on the date on which the last of the parties signs this Agreement ("Effective Date").
19. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.
20. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.
21. Time is of the Essence. Time is of the essence under the terms of this Agreement.

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SIGNATURE PAGE FOR MITIGATION CREDIT PURCHASE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the presence of:

SELLER:

Florida Mitigation Bank

WITNESS SIGNATURE

BY: _____
Dennis K. Benbow, Managing Member

WITNESS NAME

PRINT NAME DATE

BUYER:

**Edgewater West Community
Development District**

WITNESS SIGNATURE

BY: _____
Kevin Kramer

WITNESS NAME

PRINT NAME DATE

EDGEWATER WEST

COMMUNITY DEVELOPMENT DISTRICT

8

LAKE X MITIGATION CREDITS PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT (hereinafter “Agreement”) is made this ____ day of _____, 2025, by and between **Kenneth Kirchman Foundation** (hereinafter “Seller”), whose mailing address is 7555 Old Melbourne Highway, St. Cloud, FL 34711 and **Edgewater West Community Development District** (hereinafter “Buyer”) whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (hereinafter collectively the “Parties”).

W I T N E S S E T H:

WHEREAS, Buyer is permitting a project known as **ED7 – Roadway Phase 1 & 2 Addt Credits** located in Osceola County, Florida (the “Project”); and

WHEREAS, as part of the Project, the Buyer has submitted a permit application with the South Florida Water Management District **SFWMD Permit No. 250530-53435** (hereinafter “Permit”), which will require the Buyer to purchase 1.76 Freshwater State Forested (UMAM) mitigation credits to satisfy the obligations/conditions under the Permit; and

WHEREAS, Lake X Mitigation Bank is recognized by the SFWMD as a mitigation bank with State of Florida mitigation credits pursuant to Permit No.49-00004-M; and

WHEREAS, the Buyer desires to acquire an additional **1.76 Freshwater State Forested (UMAM)** mitigation credits from the Seller for the purpose of meeting its needs for **ED7 – Roadway Phase 1 & 2** in accordance with the Permit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller covenant and agree as follows:

1. SALE AND PURCHASE OF CREDITS. Subject to the terms and conditions hereof, Seller agrees to sell, transfer, and convey unto Buyer, and Buyer agrees to purchase **1.76 Freshwater State Forested (UMAM)** mitigation credits from the Lake X Mitigation Bank (the “Credits”) to be applied to satisfying the conditions of the Permit on the Project.

2. PURCHASE PRICE AND PAYMENT.

A. The discounted purchase price (“Purchase Price”) for the Credits is calculated as follows: One Hundred Fifteen Thousand Dollars per UMAM Credit (\$115,000.00) times the actual number of credits being purchased. Therefore the purchase price of the Credits is Two Hundred Two Thousand Four Hundred Dollars (**\$202,400.00**) payable in check, wired federal funds or cashier’s check at Closing. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by the SFWMD.

B. The methodology by which the funds are to be paid for the Credits herein shall be as follows: Buyer shall pay to Seller the sums required pursuant to this Agreement and, thereafter, Seller shall accomplish the delivery of the Credits pursuant to the terms and conditions of this Agreement.

3. DEPOSIT. A 10% deposit, or Twenty Thousand Two Hundred Forty U.S. Dollars (\$20,240.00) is required upon signing of this agreement to reserve the aforementioned 1.76 Freshwater State Forested (UMAM) State Credits for 90 days following execution of this agreement by all parties. **The Deposit Payment shall be paid to Mitigation Marketing, LLC and sent to 1091 W. Morse Blvd. Suite 101, Winter Park, FL 32789.**

Payment in full will be due within 90 days of signing this agreement or when the SFWMD Permit is issued, whichever occurs first. **The final balance payment shall be paid to the account of Mitigation Marketing, LLC** and submitted via Mitigation Marketing, 1091 W. Morse Blvd. Suite 101, Winter Park, FL 32789.

A. This reservation shall commence upon the signing of this Agreement and shall expire 90 days following the date which both parties sign this purchase agreement or when the SFWMD Permit is issued, whichever occurs first.

4. CLOSING. The closing (the "Closing") will take place no later than 90 days following execution of this agreement by all parties (whichever occurs first). At such Closing, Seller will prepare and deliver to Buyer the documentation necessary/Proof of transfer the Credits to Buyer.

5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER.

A. Seller represents and warrants that the Credits are free and clear of all mortgages, liens, or any other security interest.

B. As of the date hereof and as of the Closing, Seller and Buyer, respectively, represent and warrant that each has full power to enter into, and perform the terms of this Agreement and that execution, delivery and performance of this Agreement by each party has been duly authorized by all requisite action, and that the provisions of this Agreement applicable to each party constitute legal and binding obligations enforceable in accordance with their terms.

C. All the representations and warranties made by Seller and Buyer shall be true and correct on and as of the Closing as though made on and as of that date. Seller and Buyer shall have performed all obligations and complied with all covenants required to be performed or to be complied with by each party under this Agreement prior to or as of the Closing.

6. FAILURE TO CLOSE. If the Buyer fails to timely close on the purchase of a minimum 1.76 Freshwater State Forested (UMAM) Credits, the Deposit shall be paid to Seller as liquidated damages and Seller will automatically be relieved of any further obligation to Buyer. If either (i) Seller fails to deliver the Credits when due under this Agreement, then Buyer shall have the

right to demand specific performance. If Buyer elects not to demand specific performance (by written notice to Seller), or (ii) if Seller demands specific performance and Seller is unable to comply, then the Deposit shall be refunded to Buyer.

7. MISCELLANEOUS.

A. Termination. This Agreement may be terminated by the Seller, if the Closing does not occur on or before the Closing Date, with time being of the essence thereof, and the parties shall be relieved of all obligations and this Agreement shall be without further force or effect.

B. Entire Agreement. This Agreement, including Exhibits and other writings referenced herein, or delivered pursuant hereto which form a part hereof, contains the entire understanding of the parties hereto in respect of the subject matter hereof.

C. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the parties.

D. Survival of Representations and Warranties. All statements contained in any schedule, exhibit, certificate, instrument or document delivered by or on behalf of any party pursuant to this Agreement shall be deemed to be included in the representations and warranties made by such party hereunder. All such representations and warranties made herein shall survive the date hereof.

E. Further Actions. From and after the Closing, upon request of Buyer or Seller, each party shall do, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required to complete this Agreement.

F. Choice of Law. This Agreement, and matters relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida in force at the time any need for interpretation or decision or holding concerning this Agreement arises. This Agreement is executed and shall be performed in whole or in part in Osceola County, Florida, which shall be the only proper venue and forum for any litigation involving this Agreement.

G. Time. Time is of the essence of this Agreement.

H. Enforceability. If any provision of this Agreement shall be declared to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

I. Persons Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

J. Attorneys' Fees. In connection with any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party in such legal proceeding shall be entitled, in addition to recovering any damages sustained by such party, to recover

expenses incurred by such party in connection with such legal proceeding, including reasonable attorney's fees from the non-prevailing party and court costs.

K. “As Is” – “Where Is”. Except as otherwise specifically stated in this Agreement, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as to, or concerning the Credits.

L. Notices. Any notices which may be permitted or required under this Agreement shall be in writing and, if to Seller or Buyer, shall be sent as follows:

If to Seller: Kenneth Kirchman Foundation
Mr. Hal G Smith III
Manager
7555 Old Melbourne Highway
St. Cloud, FL 34711

Mitigation Marketing
Attn: Alexis Preisser
1091 W. Morse Blvd. Suite 101
Winter Park, FL 32789
Alex@mitigationmarketing.com

If to Buyer: Edgewater West Community Development District
Kevin Kramer
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
kkramer@btipartners.com

Any notice given under this Agreement shall be deemed to have been duly given as of the date and time the same is either (a) personally delivered, or (b) if mailed, on receipt thereof as evidenced thereof by the return receipt (any delivery by mail shall be sent with the United States Postal Service, postage prepaid, by registered or certified United States Mail, return receipt requested), or (c) upon receipt if delivered by an overnight courier guaranteeing next business day delivery such as Federal Express, or (d) by email at the addresses above. Any party may change the address to which notices to it are to be given by giving the other parties hereto at least ten (10) days prior notice of such change of address.

M. No Third-Party Beneficiary. The provisions of this Agreement are for the Seller and Buyer hereto, and their respective successors and permitted assigns, and no other party shall have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

N. Credit Reservation Letter. Within 2 days of the Agreement Date and receipt of the deposit payment, Seller will issue to Buyer a Reservation Letter for 1.76 Freshwater State

Forested (UMAM) Credits.

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IN WITNESS WHEREOF, this Mitigation Credits Purchase Agreement is executed by and between the parties hereto as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

SELLER:

Signed, sealed and delivered
Kenneth Kirchman Foundation

WITNESS SIGNATURE

WITNESS NAME

By: _____

Hal G Smith III, Manager
Its: Manager

DATE _____

BUYER:

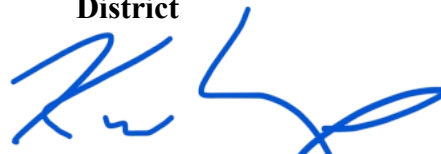
**Edgewater West Community Development
District**

WITNESS SIGNATURE

WITNESS NAME

BY: _____

DATE


9/1/25

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

9

CONSENT
AGENDA

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2025**

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 10,978	\$ -	\$ -	\$ 10,978
Investments				
Revenue	-	3,820	-	3,820
Reserve	-	1,951,707	-	1,951,707
Interest	-	69	-	69
Construction	-	-	14,585,696	14,585,696
Due from Landowner	21,695	553,817	-	575,512
Due from Starlight Homes	-	645,029	-	645,029
Total assets	<u>\$ 32,673</u>	<u>\$3,154,442</u>	<u>\$14,585,696</u>	<u>\$17,772,811</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 21,556	\$ -	\$ -	\$ 21,556
Contracts payable	-	-	194,309	194,309
Retainage payable	-	-	294,155	294,155
Landowner advance	6,000	-	-	6,000
Landowner advance - advertising	5,159	-	-	5,159
Total liabilities	<u>32,715</u>	<u>-</u>	<u>488,464</u>	<u>521,179</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>21,695</u>	<u>1,198,846</u>	<u>-</u>	<u>1,220,541</u>
Total deferred inflows of resources	<u>21,695</u>	<u>1,198,846</u>	<u>-</u>	<u>1,220,541</u>
Fund balances:				
Restricted				
Debt service	-	1,955,596	-	1,955,596
Capital projects	-	-	14,097,232	14,097,232
Unassigned	<u>(21,737)</u>	<u>-</u>	<u>-</u>	<u>(21,737)</u>
Total fund balances	<u>(21,737)</u>	<u>1,955,596</u>	<u>14,097,232</u>	<u>16,031,091</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 32,673</u>	<u>\$ 3,154,442</u>	<u>\$ 14,585,696</u>	<u>\$ 17,772,811</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 10,321	\$ 79,176	\$ 98,790	80%
Total revenues	<u>10,321</u>	<u>79,176</u>	<u>98,790</u>	80%
EXPENDITURES				
Professional & administrative				
Supervisors	-	646	-	N/A
Management/accounting/recording**	4,000	40,000	48,000	83%
Legal	5,174	24,259	25,000	97%
Engineering	5,940	20,645	2,000	1032%
Audit	-	2,800	5,500	51%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	166	1,667	2,000	83%
Trustee*	-	-	5,500	0%
Telephone	17	166	200	83%
Postage	10	384	500	77%
Printing & binding	42	417	500	83%
Legal advertising	897	1,880	1,750	107%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	81	944	750	126%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>16,327</u>	<u>100,913</u>	<u>98,790</u>	102%
Excess/(deficiency) of revenues over/(under) expenditures	(6,006)	(21,737)	-	
Fund balances - beginning	(15,731)	-	-	
Fund balances - ending	<u>\$ (21,737)</u>	<u>\$ (21,737)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 monthly until bonds are issued.

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date
REVENUES		
Special assessment: off-roll	\$ -	\$ 1,156,346
Interest	6,750	64,453
Total revenues	<u>6,750</u>	<u>1,220,799</u>
EXPENDITURES		
Principal	-	320,000
Interest	-	835,803
Cost of issuance	-	234,437
Underwriters discount	-	560,000
Total expenditures	<u>-</u>	<u>1,950,240</u>
Excess/(deficiency) of revenues over/(under) expenditures	6,750	(729,441)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,727,901
Original issue discount	-	(42,863)
Transfers in	-	17,262
Total other financing sources	<u>-</u>	<u>2,702,300</u>
Net change in fund balances	6,750	1,972,859
Fund balances - beginning	1,948,846	(17,263)
Fund balances - ending	<u>\$ 1,955,596</u>	<u>\$ 1,955,596</u>

**EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 54,316	\$ 660,762
Total revenues	<u>54,316</u>	<u>660,762</u>
EXPENDITURES		
Construction costs	1,369,470	11,801,144
Total expenditures	<u>1,369,470</u>	<u>11,801,144</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,315,154)	(11,140,382)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	25,272,099
Transfer out	-	(17,263)
Total other financing sources/(uses)	<u>-</u>	<u>25,254,836</u>
Net change in fund balances	(1,315,154)	14,114,454
Fund balances - beginning	15,412,386	(17,222)
Fund balances - ending	<u>\$ 14,097,232</u>	<u>\$ 14,097,232</u>

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Edgewater West Community Development District held a Public Hearing and Regular Meeting on August 7, 2025 at 9:15 a.m., or soon thereafter, at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

Present:

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

Also present:

Ernesto Torres	District Manager
Felix Rodriguez	Wrathell, Hunt and Associates, LLC
Mike Eckert	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Pete Glasscock	District Engineer
Bryan Merced	Field Operations

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:25 a.m. Supervisors Kramer, Mays and Pino were present. Supervisors Breakstone and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2025/2026 Budget**

A. Affidavit of Publication

B. Consideration of Resolution 2025-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres presented Resolution 2025-10. He reviewed the proposed Fiscal Year 2026 budget, which is a Landowner-contribution budget, with expenses paid as they are incurred.

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-11, Providing for the Collection and Enforcement of the Annual Installment of the Series 2024 Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Torres presented Resolution 2025-11. Mr. Eckert stated this Resolution authorizes Staff to direct-bill and collect debt assessments from the property owners. Mr. Kramer stated there will be multiple additional Landowners in 2026.

Discussion ensued regarding the deadline for platted lots, the County tax roll, the market for tax certificates on platted lots, the funding agreement and O&M assessments.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-11, Providing for the Collection and Enforcement of the Annual Installment of the Series 2024 Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS**Consideration of Fiscal Year 2025/2026
Budget Funding Agreement**

Mr. Eckert presented the Budget Funding Agreement between the CDD and EW Property Holdings, LLC. The Agreement was reviewed by Developer's Counsel and will be attached to the adopted budget. Staff will arrange for execution of the Agreement.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Fiscal Year 2025/2026 Budget Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2025-12,
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**

➤ Mr. Eckert presented Resolution 2025-12. This simplifies the Request for Proposals (RFP) and Request for Qualifications (RFQ) process and authorizes Staff to prepare and publish RFPs and RFQs; it includes establishing a Construction Evaluation Committee to be involved in the process. Eric Lavois and Shawn Hindle were previously appointed to the Committee; a Board Member needs to be the third person on the Committee.

On MOTION by Mr. Kramer and seconded by Ms. Pino, with all in favor, Resolution 2025-12, 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, with Mr. Kramer as the third member of the Committee, was adopted.

SEVENTH ORDER OF BUSINESS**Presentation of Audited Financial Report
for Fiscal Year Ended September 30, 2024,
Prepared by Grau & Associates**

Mr. Torres presented the Audited Financial Report for the Fiscal Year Ended September 30, 2024 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

Mr. Eckert stated the audit is fine and can be adopted.

**A. Consideration of Resolution 2025-13, Hereby Accepting the Audited Annual Financial
Statements for the Fiscal Year Ended September 30, 2024**

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2025-13, Hereby Accepting the Audited Annual Financial Statements for the Fiscal Year Ended September 30, 2024, was adopted.

EIGHTH ORDER OF BUSINESS**Consideration of Goals and Objectives
Reporting FY2026 [HB7013 - Special
Districts Performance Measures and
Standards Reporting]****• Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives
Reporting**

Mr. Torres presented the Fiscal Year 2026 Goals and Objectives Performance Measures/Standards & Annual Reporting Form developed for the CDD. It is also necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives Reporting.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Fiscal Year 2026 Goals and Objectives Performance Measures/Standards & Annual Reporting Form and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, were approved.

NINTH ORDER OF BUSINESS**Consent Agenda****A. Acceptance of Unaudited Financial Statements as of June 30, 2025****B. Approval of June 5, 2025, Regular Meeting Minutes**

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of June 30, 2025, were accepted, and the June 5, 2025, Regular Meeting Minutes, as presented, were approved.

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

There was no report.

B. District Engineer (Interim): Hanson, Walter & Associates, Inc.

Mr. Glasscock presented Hughes Brothers Construction, Inc. Change Order No. 002 for the ED3 & ED7 Framework Roadways A&B Phase 1 and ED5 Framework Roadway Phase 2 – Edgewater West.

Discussion ensued regarding the reason for the change order, the turn lanes, paving schedule, conduit and a transmission quota.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Hughes Brothers Construction, Inc. Change Order No. 002 for the ED3 & ED7 Framework Roadways A&B Phase 1 and ED5 Framework Roadway Phase 2 – Edgewater West, was approved.

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

- **0 (Zero) Registered Voters as of April 15, 2025**
- **NEXT MEETING DATE: September 4, 2025 at 9:15 AM**
- **QUORUM CHECK**

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

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Kramer and seconded by Ms. Pino, with all in favor, the meeting adjourned at 10:40 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

EDGEWATER WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

EDGEWATER WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2025	Regular Meeting	9:15 AM
November 6, 2025	Regular Meeting	9:15 AM
December 4, 2025	Regular Meeting	9:15 AM
January 8, 2026*	Regular Meeting	9:15 AM
February 5, 2026	Regular Meeting	9:15 AM
March 5, 2026	Regular Meeting	9:15 AM
April 2, 2026	Regular Meeting	9:15 AM
May 7, 2026	Regular Meeting	9:15 AM
June 4, 2026	Regular Meeting	9:15 AM
July 2, 2026	Regular Meeting	9:15 AM
August 6, 2026	Regular Meeting	9:15 AM
September 3, 2026	Regular Meeting	9:15 AM

Exception(s)

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