

Poitras East Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

<http://poitraseastcdd.com/>

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Poitras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, June 17, 2025, at 6900 Tavistock Lakes Blvd., Ste. 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmccd.webex.com
126 0013#

Participant Code: 2531

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the May 20, 2025, Board of Supervisors' Meeting**
(provided under separate cover)

Business Matters

2. **Consideration of Responses to Requests for Proposals for Underwriting Services for Special Assessment Revenue and Refunding Bonds, Series 2025** *(provided under separate cover)*
3. **Consideration of OUC Electrical Utility Easement Agreement for Laureate Park N2 – Phase 1 (Alley Tracts)**
4. **Ratification of Operation and Maintenance Expenditures Paid in May 2025 in an amount totaling \$30,150.01** *(provided under separate cover)*
5. **Ratification of Requisition Nos. 2020-402 – 2020-406 Paid in May 2025 in an amount totaling \$301,846.13** *(provided under separate cover)*
6. **Recommendation of Work Authorization/Proposed Services** *(if applicable)*
7. **Review of District's Financial Position and Budget to Actual YTD** *(provided under separate cover)*

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Construction Supervisor
 5. Landscape Supervisor
 6. Irrigation Supervisor



B. Supervisor Requests

Adjournment



Poitras East Community Development District

**Minutes of the May 20, 2025,
Board of Supervisors' Meeting**
(provided under separate cover)



Poitras East Community Development District

**Responses to RFP for Underwriting Services for
Special Assessment Revenue and
Refunding Bonds, Series 2025**
(provided under separate cover)



Postras East Community Development District

**OUC Electrical Utility Easement Agreement for
Laureate Park N2 Phase 1 (Alley Tracts)**



The *Reliable One*

**Prepared By and Return To
Wayne Morris, Esquire
Property and Right of Way, Orlando Utilities Commission
P.O. Box 3193
Orlando, Florida 32802**

**ORLANDO UTILITIES COMMISSION
ELECTRICAL UTILITY EASEMENT AGREEMENT
(Work Order # 787337)**

THIS ELECTRICAL UTILITY EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2025, by and among POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (referred to herein as the “**GRANTOR**”), and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801 (“**OUC**”), and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801 (“**CITY**”), for the use and benefit of OUC (the **CITY** and OUC shall hereinafter collectively be referred to as the “**GRANTEE**”).

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE, its respective successors, agents and assigns, a non-exclusive easement (the “**Easement**”) in perpetuity for the purpose of providing, conveying, distributing, carrying or transmitting electric power (or other power) and communication services (such communication services being expressly limited to the internal communications of GRANTEE relating to the provision of electrical power, chilled water services or other power), together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, and rebuild pipes, poles, wires, cables, mains, conduits, equipment and all other facilities, improvements and/or accessories necessary and/or desirable in connection therewith (all of said items being hereinafter collectively referred to as the “**Facilities**”), which Facilities will be underground (except for above-ground transformer(s), box(es), switchgear and necessary equipment, wires, cables, facilities and accessories) and located on, through, over, across and/or under the following specific non-exclusive easement area within their respective premises, situated in the County of Orange and State of Florida, to-wit:

See Legal Description of the easement area attached hereto as **Exhibit “A”** and incorporated herein by this reference (the “**Easement Area**”).

GRANTOR hereby covenants that no buildings, structures or other obstructions or obstacles shall be located, constructed, excavated or created within the Easement Area, except that GRANTOR reserves and retains for itself, its successors and assigns: (i) the right to curb, pave, stripe, fence, hardscape and landscape (with or without irrigation) and install directional signs and/or project identification monument signs within its respective portion of the Easement Area (excluding portions of the Easement Area containing above-ground Facilities) all in a manner not inconsistent with the rights herein granted to the GRANTEE, and (ii) the right to utilize its respective portion of the Easement Area as parking area, pedestrian trails, walkways or otherwise in any manner not inconsistent with the rights herein granted to the GRANTEE, and GRANTOR covenants not to unreasonably interfere with the Facilities. If fences, landscaping (with or without irrigation), hardscaping, directional signs and/or project identification monument signs, pedestrian trails and/or walkways are located within the Easement Area, they shall be placed so as to allow reasonable access to the Facilities and provide a working space of at least twelve feet (12’) on the opening side and three feet (3’) on the other sides of any above-ground Facilities, and provide a working space of a five foot (5’) radius around any manholes. With respect to the underground Facilities, the parties hereto acknowledge and agree that GRANTOR does hereby reserve for itself, its successors and assigns, the right to

curb, pave, stripe, fence, hardscape, landscape (with or without irrigation) and install directional signs and/or project identification monument signs within its respective portion of the Easement Area so long as such rights shall not unreasonably interfere with GRANTEE'S rights to access the Facilities.

The rights herein granted to the GRANTEE by the GRANTOR specifically include: (a) the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical object which, in the reasonable judgment of the GRANTEE, may endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities (provided, however, that GRANTEE agrees to commence and diligently pursue the replacement or restoration of any trees, undergrowth or other physical objects that do not endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities or that are not inconsistent with the rights herein granted to the GRANTEE in accordance with the procedures outlined below within thirty (30) days after receiving written notice from the applicable GRANTOR); (b) the right to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, and rebuild the Facilities; (c) the reasonable right of ingress and egress to, over, across and under the Easement Area for the purpose of exercising the rights herein granted; (d) the right to do anything reasonably necessary, useful or convenient for the full enjoyment of the rights herein granted, subject to the terms and provisions hereof; and (e) the right to remove at any time any of said Facilities erected upon, under or over the Easement Area.

If this Easement shall be abandoned by GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by GRANTEE and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the applicable GRANTOR.

GRANTOR covenants that it is the owner in fee simple of the Easement Area in which the Facilities are or will be located, and that GRANTOR has the right to grant the approvals, privileges and Easement stated herein and further covenants quiet and peaceful possession, use and enjoyment of the rights herein granted subject to all matters of record and any claims caused by, through, or under GRANTOR but not otherwise.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes (2025), OUC shall indemnify and hold GRANTOR harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of OUC, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes (2025), GRANTOR shall indemnify and hold GRANTEE harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of such GRANTOR, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

Notwithstanding anything to the contrary elsewhere in this Agreement, in no event shall any party hereto be liable to any other party for indirect, incidental, special or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

The Facilities constructed by GRANTEE within the Easement Area shall be solely and exclusively for the purpose of providing electric power (or other power) and such communication services expressly limited to the internal communications of GRANTEE relating to the provision of electrical power, chilled water services or other power, and shall be installed, repaired, replaced, and maintained by GRANTEE, at GRANTEE'S sole cost and expense, so as to provide such service.

In the event that GRANTEE, its respective employees, agents, or contractors cause damage to the Easement Area or any improvements located on said property, or cause damage to other property or other improvements, in the exercise of the rights and obligations set forth herein, GRANTEE, at GRANTEE'S sole cost and expense, agrees to commence and then diligently pursue, so long as said damaged property or improvements were erected or installed in accordance with the provisions of this Agreement, the restoration of the same and the improvements so damaged to as nearly as practical the original condition and grade, including, without limitation, repair and replacement of any hardscaping, landscaping, plantings, ground cover, roadways, driveways, sidewalks, signs, parking areas, fences, walkways, and utility lines, within thirty (30) days after receiving written notice of the occurrence of any such damage, and GRANTEE shall allow no lien to

attach to the Easement Area, other property, or other improvements arising out of work performed by, for, or on behalf of GRANTEE. In the event that GRANTEE fails to commence and then diligently pursue any such restoration, repair, or replacement as required hereunder within said thirty (30) day period after receipt by GRANTEE of written notice from GRANTOR therefor, GRANTOR shall have the right, but not the obligation, to cause any such restoration, repair, or replacement and to thereafter obtain a reimbursement from GRANTEE, or its successors or assigns, within thirty (30) days after receipt of detailed invoices and bills for the reasonable third-party out-of-pocket costs incurred thereby, together with interest at the maximum allowable rate pursuant to and in accordance with the Local Government Prompt Payment Act (including but not limited to Sections 218.70 – 218.74, Florida Statutes). For purposes of this paragraph, third-party out-of-pocket costs shall be deemed to be reasonable if such costs are consistent with costs paid by GRANTEE in the ordinary course of business.

GRANTOR reserves the right, subject to GRANTEE'S consent, not to be unreasonably withheld, conditioned or delayed, to relocate or reconfigure that portion of the Easement Area lying within its property to a mutually agreeable location, provided that such GRANTOR pays all costs of any such relocation or reconfiguration of the Facilities and provides a new easement whereupon the parties agree that this Agreement shall be terminated or amended; provided, however, any new easement executed pursuant to this paragraph, shall otherwise contain the same terms and conditions provided hereunder.

GRANTOR covenants that the Facilities were located or will be located within its respective portion of the Easement Area. In the event that the GRANTOR, its contractors, sub-contractors or any of their respective employees installed the Facilities outside its portion of the Easement Area, the applicable GRANTOR, its successors, agents, or assigns, upon notification of such an event: (i) shall be responsible for all costs associated with the relocation or reconfiguration of the Facilities to the Easement Area or (ii) shall provide to the GRANTEE a new easement in the location where the Facilities exist whereupon the parties agree that this Agreement shall be amended accordingly; provided, however, any new easement executed pursuant to this paragraph shall otherwise contain the same terms and conditions provided hereunder.

By GRANTEE'S use of the Easement Area or exercise of any rights granted herein, GRANTEE agrees to comply with all the covenants, terms, provisions and conditions herein contained; provided further that all covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively, and are intended as and shall be covenants running with the land with respect to the Easement Area. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection all as reasonably incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by any party hereto. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed in its name effective as of the day and year first written above.

“GRANTOR”

Signed, sealed and delivered
in the presence of:

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

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____, as _____ of POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, who is personally known to me or has provided _____ as identification (if left blank, then personally known to me).

(Signature of Notary Public)

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

“GRANTEE”

ORLANDO UTILITIES COMMISSION

By: _____

Print Name: _____

Print Title: _____

Signature of Witness

Print Name: _____

Address: _____

Signature of Witness

Print Name: _____

Address: _____

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____, as _____ of ORLANDO UTILITIES COMMISSION, on behalf of said commission, who is personally known to me or has provided _____ as identification (if left blank, then personally known to me).

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

EASEMENT AREA

Tracts A-1, A-2, A-3, A-4, A-5, A-6, A-7 and A-8, LAUREATE PARK PARCEL N-2 PHASE 1, according to the plat thereof, as recorded in Plat Book 111, Pages 53 through 76, of the Public Records of Orange County, Florida



Poitras East Community Development District

**Operation and Maintenance Expenditures Paid in May
2025 in an amount totaling \$35,150.01**
(provided under separate cover)



Poitras East Community Development District

**Requisition Nos. 2020-402 – 2020-406 Paid in
May 2025 in an amount totaling \$301,846.13**
(provided under separate cover)



Postras East Community Development District

**Work Authorization/Proposed Services
(if applicable)**



Poitras East Community Development District

District's Financial Position and Budget to Actual YTD
(provided under separate cover)