

Poitras East Community Development District

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

<http://poitrasedcdd.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 Participant Code: 2531 126 0013#

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**

Business Matters

2. **Consideration of Responses to Requests for Proposals for Underwriting Services for Special Assessment Revenue and Refunding Bonds, Series 2025**
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





Postras East Community Development District

**Minutes of the May 20, 2025,
Board of Supervisors' Meeting**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

Roll Call to Confirm Quorum

The Board of Supervisors' Meeting for the Poitras East Community Development District was called to order on Tuesday, May 20, 2025, at 4:00 p.m. at 6900 Tavistock Lakes Blvd., Ste. 200, Orlando, FL 32827.

Present:

Richard Levey	Chairman
Rob Adams	Vice Chairman
Brent Schademan	Assistant Secretary
Frank Paris	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Blake Firth	PFM	
Lynne Mullins	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Kevin Plenzler	PFM	(via phone)
Michael Dennis	PFM	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates	
Bob Schanck	Donald W. McIntosh Associates	
Tucker Mackie	Kutak Rock	(via phone)
Dan Young	Tavistock	
Grant Philbeck	Berman	(via phone)
DJ Batten	Berman	
Michael Baldwin	Jefferies	
Misty Taylor	BMO	(via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for public comments. He noted there were no members of the public present.

THIRD ORDER OF BUSINESS

Swearing in Newly Elected Board Member

Ms. Walden noted for the record that Mr. Ron Domingue was sworn in prior to the meeting.

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of the
April 15, 2025, Board of Supervisors'
Meeting**

The Board reviewed the minutes of the April 15, 2025, Board of Supervisors' Meeting.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the April 15, 2025, Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

**Letter from Supervisor of Elections –
Orange County**

Ms. Walden noted that as April 15, 2025, there are 1,331 registered voters in the Poitras East Community Development District. No action is required.

Mr. Adams asked if the terms will time out in the next two years. Ms. Walden replied that two seats ran this past November, but no one ran so the seats have been carried over. She noted the next two seats will switch over in 2026 and then two years later, the last seat will switch over to a resident seat.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2025-06,
Election of Officers**

Ms. Walden reviewed the current slate of officers and recommended replacing Julie Salvo with Ron Domingue as an Assistant Secretary.

On motion by Mr. Paris, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2025-06, Election of Officers with Richard Levey as Chair, Rob Adams as Vice Chair, Jennifer Walden as Secretary, Lynne Mullins, Frank Paris, Brent Schademan, and Ron Domingue as Assistant Secretaries, Jennifer Glasgow as Treasurer, Amanada Lane, Amy Champagne, Rick Montejano, and Verona Griffith as Assistant Treasurers.

SEVENTH ORDER OF BUSINESS

**Consideration of Responses to
Requests for Proposals for
Underwriting Services for Special
Assessment Revenue and Refunding
Bonds, Series 2025**

Ms. Walden stated more time is needed to review the proposals and recommends the Chair work with the Financial Advisors and come back with a recommendation for the June meeting.

Discussion ensued regarding delegating authority, subcommittees, and the procurement policies.

Dr. Levey recommended to defer this item for thirty days to allow for input from PFM and time to review the proposals.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District deferred Responses to Requests for Proposals for Underwriting Services for Special Assessment Revenue and Refunding Bonds, Series 2025 for thirty days.

EIGHTH ORDER OF BUSINESS

Consideration of Data Sharing and Usage Agreement with Orange County Property Appraiser's Office

Ms. Walden noted the Orange County Property Appraiser's Office is still working on the standard agreement for their services and have provided the District with their Data Sharing Usage Agreement in the meantime. She stated this Agreement notes that the District will not share any confidential information from the Property Appraiser's Office.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Data Sharing and Usage Agreement with Orange County Property Appraiser's Office.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-07, Approving a Preliminary Budget for Fiscal Year 2026 and Setting a Public Hearing Date

Ms. Walden reviewed the preliminary budget for Fiscal Year 2026, noting the District is slated to keep O&M assessments the same. She recommended Tuesday, August 19, 2025, at 4 p.m., which would be the regular scheduled Board meeting, for the public hearing date.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2025-07, Approving a Preliminary Budget for Fiscal Year 2026 and Setting a Public Hearing Date for Tuesday, August 19, 2025, at 4:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in April 2025 in an amount totaling \$37,193.30

The Board reviewed the O&M expenditures paid in April 2025.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Operation and Maintenance Expenditures Paid in April 2025 in an amount totaling \$37,193.30.

ELEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2020-396 – 2020-401 Paid in April 2025 in an amount totaling \$249,850.91

The Board reviewed Requisition Nos. 2020-396 – 2020-401 paid in April 2025.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-396 – 2020-401 Paid in April 2025 in an amount totaling \$249,850.91.

TWELFTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Ms. Walden noted there are no Work Authorizations at this time.

THIRTEENTH ORDER OF BUSINESS

Review of District’s Financial Position and Budget to Actual YTD

Ms. Walden stated the financials have been updated through April. The District has spent approximately 33% of the adopted budget.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

- District Counsel – No report.
- District Manager – Ms. Walden stated the next Board Meeting is scheduled for Tuesday, June 17, 2025.
- District Engineer – Mr. Newton stated there is a Construction Contract Status Memo (Minutes Exhibit A) for the Board’s review. He noted that both Lift Station G and Centerline Drive Segment H1 are currently projected to be completed around the end of June, but are more likely to be completed sometime in July.
- Construction Supervisor – No report.
- Landscape Supervisor – No report.
- Irrigation Supervisor – Mr. Batten stated he has two updates. First, there will be a meeting with the City tomorrow regarding the readings on the reclaimed water. Second, is that Toll Brothers stated they will put sleeves into their entrances so the irrigation cable wiring can be repaired.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Adams stated there was a request by one of the builder partners for the District to look into adding a raised crosswalk on Pearson Ave. near the southernmost crosswalk heading toward Boggy Creek Rd. He noted as the traffic increases it gets busier in the area and lots of cars are going faster. There was brief discussion regarding the location, which was determined to be at Ballast Drive. Mr. Young stated he will raise this suggestion with the City.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Schademan, seconded by Mr. Adams, with all in favor, the May 20, 2025, Meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

Secretary / Assistant Secretary

Chair / Vice Chair



MEMORANDUM

DATE: May 20, 2025

TO: Poitras East Community Development District
Board of Supervisors

FROM: McIntosh Associates, an LJA company
District Engineer

RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity.

Lift Station G – Jr. Davis Construction Company

Construction Status: Force main as-built drawings were received on 5/12/25, and record drawings are in process; anticipate submitting to OCU by 5/23/25. Lift station startup is currently targeted for mid-June.

Change Order (C.O.) Status: None.

Recommended Motion: None.

Centerline Drive Segment H1 – Jr. Davis Construction Company

Construction Status: Roadway base and curb and gutter have been installed. Roundabout concrete paving, retaining wall, drainage system, and pavers are planned to commence in early-June. Asphalt paving is anticipated to be completed by late-June.

Change Order (C.O.) Status: None

Recommended Motion: None

Should there be any questions, please do not hesitate to call.

Thank you.

c: Dan Young
Drew Dawson
Chris Wilson
Hudson Larson
Will Stafford
Tarek Fahmy

**Postras East Community Development District
Centerline Drive Sement H-1
Change Order Log
Jr. Davis Construction Company**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
			180			\$ 3,277,952.23			
<u>1</u>	10/22/2024	Revised Plans Not Included in Original Contract and Comparison	30	\$ 80,714.03		\$ 3,358,666.26	11/19/2024	11/19/2024	
<u>2</u>	1/15/2025	Landscape & Irrigation	0	\$ 369,461.00		\$ 3,728,127.26	1/21/2025	3/10/2025	
Days to Substantial Completion			210	Revised Contract Amount		\$ 3,728,127.26			
Days to Contract Completion			240						
NOC Date			7/16/2024						
Substantial Completion Date			2/11/2025						
Contract Completion Date			3/13/2025						



Postras East Community Development District

**Responses to RFP for Underwriting Services for
Special Assessment Revenue and
Refunding Bonds, Series 2025**

Postras East Community Development District
Special Assessment Revenue and Refunding Bonds, Series 2025
Request for Proposals Summary - Organized Alphabetically

Proposal Requirements		FMS	Jefferies	MBS	
Contact Information		Jon Kessler Executive Director 20660 W. Dixie Highway North Miami Beach, Florida 33180 305-692-4124 jkessler@fmsbonds.com	Mike Baldwin Senior Vice President 200 S Orange Ave, Suite 1440 Orlando, Florida 32801 407-583-0874 michael.baldwin@jefferies.com	Brett Sealy Managing Partner 152 Lincoln Avenue Winter Park, Florida 32789 407-808-0685 brett@mbscapitalmarkets.com	
1. Credentials	2D. Special Assessment Transaction Experience Since 2022 (unless specified)	2022 2023 2024	504 total transactions (\$5.66 billion); does not specify which are Special Assessment transactions	22 Special District transactions (\$1.6 billion), 11 of which are Special Assessment transactions (\$588 million)	145 Special Assessment transactions (\$1.81 billion)
	Additional Information	Detailed transaction list is provided	Has served as underwriter for 3 issuances for Boggy Creek ID, 1 for Greenaway ID & 1 for Myrtle Creek ID Detailed transaction list is provided	Served as sole manager for 2 issuances at Sunridge & 1 issuance for Postras East (inaugural issuance) Detailed transaction list is provided	
2. Plan of Finance	Proposed Structure	4 term bonds	4 term bonds	4 term bonds	
	Terms/Spreads	Term 2030	2030 + 140 bps	2030 + 137 bps	2030 + 140 bps
		Term 2035	2035 + 140 bps	2035 + 131 bps	2035 + 139 bps
		Term 2045	2045 + 140 bps	2045 + 131 bps	2045 + 135 bps
		Term 2055	2055 + 140 bps	2055 + 126 bps	2055 + 137 bps
	Reserve Fund	50% MADS at issuance 25% MADS at development completion/platting 10% MADS once homes receive cert. of occupancy	50% MADS at issuance 10% MADS upon achieving 98% buildout	25% MADS at issuance 10% MADS once certain development thresholds are met	
Call Provisions	Does not specify	Recommends exploring 8-year par call to match the District's existing \$19.6 million Series 2023 Bonds callable on 5/1/2033; has experience with 5-year call options beginning at 103% premium and declining to par at year 8 Detailed transaction list is provided	10 year par call		
Potential Investors	Nuveen, Goldman Sachs AM, First Eagle, Franklin Funds, First Trust, PIMCO, Invesco, Blackrock & MacKay Shields	- Generated orders from 55 investors (including 20 new investors) totaling \$2.5 billion for Village CDD No. 15, Series 2024 & order from 52 investors totaling \$1.5 billion for Sumter Landing CDD, Series 2025 Blackrock, Franklin, Nuveen, Clearwater Capital, Olive Street, SIT investments, GSAM, Lord Abbett, Invesco, T. Rowe Price, Fidelity, JPM AM, First Eagle, MacKay Shields, Amundi Pioneer, Manulife, Vanguard, PIMCO, Columbia, All spring, Putnam, Alliance Bernstein, MFS, Belle Haven, CapRe & Neuberger Berman	Has developed an alternate lender base primarily consisting of family offices, private funds, and ultra high net-worth individuals in addition to high-yield institutional investors; Nuveen, Goldman Sachs AM, Franklin, Blackrock, Lord Abbett, Alliance Bernstein, Allspring, Putnam, PIMCO, First Eagle, MFS, SIT Investors, Capital Group, T. Rowe Price, Federated Investors, First Trust, MacKay Shields, Prudential, Eaton Vance, Invesco		
3. Fees	Underwriter's Discount (without Counsel)	\$15.00	\$10.59	\$15.00	
	Underwriter's Discount (with Counsel)	\$18.21	\$13.88	\$18.50	
	Underwriter's Counsel	Gray Robinson or Squire Patton Boggs \$35,000	Nabors, Giblin & Nickerson \$35,000	Nabors, Giblin & Nickerson \$35,000	
4. Additional Information	FMS is willing to provide a firm commitment to underwrite the bonds at a spread of BVAL + 140	- References for Tavistock, The Villages, Babcock Ranch, MDC Holdings, Cabot & Celebration Pointe are provided - Ability to underwrite \$14.1 billion without pre-sale orders - Has traded over \$14 billion across Florida issuers & \$391 billion nationally since 2020	Specifics to the District's Inaugural 2023 Financing: - Evaluated contractual assessment cap limitations/contributions - Successful BAN renegotiation/amendment with the bank, reducing facility from a \$25 million line to \$13 million line - Elimination of CAPI thru shortfall funding agreement - DSRF structured at 50% MADS with a reduction down to 10% once thresholds are met		

Postras East Community Development District
Special Assessment Revenue and Refunding Bonds, Series 2025
 Request for Proposals Summary - Organized Alphabetically

Proposal Requirements			Truist	Wells Fargo	Ziegler
Contact Information			Meg Boyles Director 3333 Peachtree Rd. Atlanta, Georgia 30305 404-210-4946 meg.boyles@truist.com	Tom Wynne Executive Director 100 S Ashely Dr, 10th Floor Tampa, Florida 33602	John Balzano Senior Vice President One North Wacker, Suite 2000 Chicago, Illinois 60606 312-596-1567 jbalzano@ziegler.com
1. Credentials	2D. Special Assessment Transaction Experience Since 2022 (unless specified)	2022	-	14 (\$348.7 million)	-
		2023		2 (\$33.5 million)	-
		2024		13 (\$1.07 billion)	1 (\$4.6 million)
Additional Information		New to special assessment transactions	Detailed transaction list for land secured deals included	-	
2. Plan of Finance	Proposed Structure		3 term bonds	4 term bonds	3 term bonds
	Terms/Spreads	Term 2030	-	2030 + 149 bps	-
		Term 2035	2035 + 153 bps	2035 + 149 bps	2035 + 94 bps
		Term 2045	2045 + 162 bps	2045 + 158 bps	2045 + 100 bps
		Term 2055	2055 + 157 bps	2055 + 151 bps	2055 + 99.5 bps
	Reserve Fund		50% of MADS	50% of MADS; with releases as the project matures	50% of MADS that steps down to 10% after substantial absorption
	Call Provisions		Does not specify	10 year par call	10 year par call or shorter
Potential Investors		Goldman Sachs, Nuveen, Capital Group, Invesco, Franklin Resources, Blackrock, Freedom Fund Management, Vanguard, First Eagle, Betashares, Olive Street, PIMCO, Alliance Bernstein, Grace Partners, T. Rowe Price, Clearwater Management, SIT Investment; Also has relationships with hedge funds, infrastructure funds, private credit providers and international buyers interested in US municipal investment	Goldman Sachs AM, Invesco, First Eagle, Betashares, Allianz SE, Blackrock, Franklin, Clearwater Management, Nuveen, Olive Street, SIT Investment Associates	Betashares Capital, Blackrock, Capital Group, Clearwater Management, Franklin Resources, Goldman Sachs, Invesco, Olive Street Investment, SIT Investment Associates, T Rowe Price Group, Nuveen	
3. Fees	Underwriter's Discount (without Counsel)		\$15.00	\$10.29	\$10.95
	Underwriter's Discount (with Counsel)		\$18.50	\$14.29	\$16.59
	Underwriter's Counsel		Nabors, Giblin & Nickerson	Nabors, Giblin & Nickerson	Squire Patton Boggs
			Consistent with 2023 Transaction	\$40,000	\$60,000
4. Additional Information			Special assessment transactions are a new part of the firm's business. Tax Revenue bonds are a fast growing segment, guided by its real estate/municipal businesses in Florida. 2 large scale financings provided in proposal: Miami World center & Centennial Yards (Atlanta)	- Total equity of \$166.2 billion - Distribution Network sales force: (13 institutional, 56 middle market, 11,500 retail) - 4 person high-yield trading team	References for Olympus CDD (Series 2024) & Hollywood Beach CDD (Series 2020)



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



Postras 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)