

Brightshore Community Development District

707 Orchid Drive, Suite 100
Naples, Florida 34102
Ph: (239) 269-1341

November 10, 2025

Board of Supervisors
Brightshore Community Development District

Dear Board Members:

The General Meeting of the Board of Supervisors of the Brightshore Community Development District will be held on **November 10, 2025**, at **2:00 p.m.**, at the **Barron Collier Companies offices, 2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comment Period

GENERAL DISTRICT ITEMS

3. Consideration of the Following Organizational Matters:

- A. Proof of Publication Exhibit 1

ORGANIZATIONAL MATTERS

4. Consideration of the Following Organizational Matters:

None to be considered at this time.

ADMINISTRATIVE MATTERS

5. Consideration of the Following Administrative Matters:

- A. Consideration of updated Fill, Reimbursement and Escrow agreements for Taylor Morrison, Christopher Alan Homes, Toll Brothers and Pulte Homes Exhibit 2
- B. Consideration of Updated Series 2026 Bonds Engineer's Report Exhibit 3
- C. Consideration of Updated Series 2026 Bonds Assessment Methodology report Exhibit 4
- D. Consideration of final FY 2024-2025 Goals and Objectives Memorandum Exhibit 5
- E. Ratification of Final Stormwater Management resolutions 2025-13, 2025-14, 2025-15 and 2025-16.j Exhibit 6

BUDGETARY MATTERS

4. Consideration of the Following Budgetary Matters:

- A. Consideration of District Financials through October 31, 2025.

Exhibit 7

CONSTRUCTION MATTERS

5. Consideration of the Following Construction Matters:

None to be considered at this time.

FINANCING MATTERS

6. Consideration of the Following Financing Matters:

- A. Update on Financing Plan, timeline and assessments.

OTHER BUSINESS

7. Staff Reports

- A. District Manager
B. District Legal Counsel
C. District Engineer

8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

EXHIBIT 1



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

_ Russ Weyer
Brightshore CDD
707 Orchid DR # 100
Naples FL 34102-5014

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

NDN Naples Daily News 11/06/2025
NDN naplesnews.com 11/06/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/06/2025

Legal Clerk

Notary, State of W, County of Brown

My commission expires

Publication Cost: \$213.68
Tax Amount: \$0.00
Payment Cost: \$213.68
Order No: 11813478 # of Copies: 1
Customer No: 1126482
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF REGULAR MEETING OF
THE BOARD OF SUPERVISORS**

Notice is hereby given that the Board of Supervisors (the "Board") of the Brightshore Community Development District will hold a regular meeting of the Board on Monday, November 10, 2025 at 2:00 p.m. at the offices of Barron Collier Companies, 2600 Golden Gate Parkway, Naples, FL 34105.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 707 Orchid Drive, Suite 100, Naples, Florida 34102, during normal business hours.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 269-1341, at least forty-eight (48) hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Meetings may be cancelled from time to time without advertised notice.

District Manager
No.11813478 Nov. 6, 2025



EXHIBIT 2

FILL, REIMBURSEMENT AND ESCROW AGREEMENT

[RE: Brightshore / Christopher Alan Homes]

[Excess Fill / Pedestrian Bridge / Pocket-Park]

THIS FILL, REIMBURSEMENT AND ESCROW AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”), by and among BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (the “CDD”), JHS BUILDERS, LLC, a Florida limited liability company (“Buyer” or “Builder”), and COLEMAN YOVANOVICH KOESTER, P.A., a Florida professional association (“Escrow Agent”), and is joined by Hogan Farms, LLC, a Florida limited liability company (“Seller”) for the limited purpose expressly set forth hereinbelow. For purposes of this Agreement, CDD, Buyer and Escrow Agent are each a “Party” and collectively are the “Parties”.

WITNESSETH:

WHEREAS, simultaneously herewith, pursuant to that certain Purchase and Sale Agreement with an effective date of July 22, 2024 between Seller and Buyer as amended by that certain First Amendment to Purchase and Sale Agreement dated as of September 10, 2024, that certain Second Amendment to Purchase and Sale Agreement dated on or about November 24, 2024, that certain Third Amendment to Purchase and Sale Agreement dated as of November 26, 2024, and that certain Fourth Amendment to Purchase and Sale Agreement dated as of January 31, 2025, (collectively, the “Purchase Agreement”), Buyer agreed to purchase certain land from Seller located in the Naples, Florida, as more particularly described and identified in the Purchase Agreement (the “Property”), to be developed as a residential neighborhood in the *Brightshore* village (the “Village”) in Collier County, Florida, and

WHEREAS, CDD has been formed for the purpose of, *inter alia*, designing, developing and constructing certain lakes, roads and common infrastructure for the Village; and

WHEREAS, a portion of the work to be performed by the CDD includes (A) the excavation of the Ring Lake (as defined hereinbelow), the construction of various pedestrian bridges that will span the Ring Lake and provide access to and from certain ‘pocket parks’ within the Village (one of such pocket parks being located within the Property; and

WHEREAS, the CDD also desires to enter into this agreement for the purpose of confirming the ownership rights and responsibilities with respect to certain fill that will be generated as a result of the excavation of lakes by the CDD and Buyer.

NOW, THEREFORE, for good and valuable consideration paid by Buyer and CDD to Escrow Agent, the receipt and sufficiency of which is hereby acknowledged by Escrow Agent, the Parties, each desiring to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals; Defined Terms**. The following terms used in this Agreement shall have the meanings set forth below:

(a) “Business Day” shall mean and refer to any day other than a Saturday, Sunday, or any federal holiday or state holiday in Florida.

(b) “Buyer’s Drainage Facilities” all lakes, ditches, swales, drainage easements and other surface water drainage facilities depicted on (or reasonably contemplated or otherwise necessitated thereby) the Master Lake Plan and located within the perimetrical boundaries of the Property, including, without limitation (i) catch-basins and drainage culverts, (ii) interconnect piping to connect all catch-basins

and drainage culverts to the lakes within the Property, (iii) interconnect piping to connect all the lakes within the Property to each other, and (iv) the piping that will necessarily extend off-site from one or more locations at the boundary of the Property through either the Lake Embankment and towards the Ring Lake, or through other lands owned by (or dedicated to) the CDD to a lake owned by (or dedicated to) the CDD to connect the lakes and other drainage facilities within the Property to the Ring Lake or other CDD lake (including any outfall structure or other control structures related thereto).

(c) “Buyer’s Plans” shall mean and refer to the plans and specifications for the design and construction of the Buyer’s Drainage Facilities.

(d) “CDD’s Work” means, for purposes of this Agreement the onsite “Earthwork and Paving” and “Utility and Drainage” contracts for which the CDD is designated as the Owner under the contracts, the design, permitting, supervision and construction of the Lake Embankment Work and Pedestrian Bridge and Park Fill Work, in accordance with the CDD’s Plans, as well as the construction of the Ring Lake. Due to increased efficiencies of having a limited number of contracts onsite, this work includes public components which shall be funded by public funds including but not limited to tax-exempt bonds issued by the CDD and private components which shall be funded by private sources including but not limited to those funds identified herein.

(e) “CDD’s Work Completion” shall mean that with respect to the applicable component of the CDD’s Work, the CDD has delivered to Buyer and Escrow Agent written certification from the CDD’s engineer that the CDD has constructed such portion of the CDD’s Work in substantial accordance with the applicable CDD’s Plans and the District Permit.

(f) “CDD’s Plans” shall mean those certain plans and specifications required for the construction of the CDD’s Work, as identified on sheets 36 and 37 of the Master Site Plan attached hereto as Exhibit N (the “Master Site Plan”) (as to the Lake Embankment Work and as identified on sheets 21-23 of the Master Site Plan (as to the Pedestrian Bridge and Park Fill Work), and as may reasonably be amended by CDD from time to time in response to field conditions and/or requirements of Permits or governmental agencies. Buyer shall have the right to review and approve any changes to the Plans that affect the Property, such approval to not be unreasonably withheld, conditioned nor delayed. Such plans include public and private components, and all private components will be funded by private sources included those funds identified herein.

(g) “District Permit” shall mean and refer to SFWMD ERP No. 11-109367-P.

(h) “Master Lake Plan” shall mean and refer to the master lake plan for the Village, which depicts the Ring Lake (which will be excavated by the CDD) as well as the lakes within the boundaries of the Property (which will be built by and at the expense of Buyer and dedicated and conveyed to the CDD).

(i) “Park” shall mean and refer to the neighborhood pocket-park located within the Property, as further depicted and described in the CDD’s Plans.

(j) “Pedestrian Bridge” shall mean and refer to the pedestrian bridge that will span the Ring Lake and provide pedestrian access over such Ring Lake to and from the Park, as further depicted and described in the CDD’s Plans.

(k) “Pedestrian Bridge and Park Escrow Funds” is defined in Section 5, below.

(l) “Pedestrian Bridge and Park Payment Request” is defined in Section 5, below.

(m) “Pedestrian Bridge and Park Reimbursement Cap” shall mean and amount equal to \$440,330.00.

(n) “Pedestrian Bridge and Park Shortfall Notice” is defined in Section 5, below.

(o) “Pedestrian Bridge and Park Fill Work” shall mean and refer to the design and construction of the Pedestrian Bridge and filling and grading of the Park in accordance with the CDD’s Plans.

(p) “Pedestrian Bridge and Park Fill Work Notice” is defined in Section 5, below.

(q) “Permits” shall mean the District Permit and any and all permits and approvals relating to the Plans.

(r) “Ring Lake” shall be that certain lake generally bounding the west, north and east portions of the detached single-family residential portions of the Village, as further depicted on the Master Lake Plan.

(s) “Ring Lake Embankment” shall mean and refer to that portion of the lake embankment for the Ring Lake that is located within the Property, as generally depicted and as more particularly described in the CDD’s Plans.

(t) “Ring Lake Embankment Work” shall mean and refer to the design and construction of the Ring Lake Embankment in accordance with the CDD’s Plans.

All other capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

2. **Design and Construction of Lakes; Dedication to CDD.** It is agreed that a portion of the backbone water management system of lakes serving the Village (in particular, the Ring Lake) will be constructed by the CDD as part of the CDD’s Work and that the portion of the lake system (consisting of any lakes within the perimetrical boundaries of the Property and that are not included in the CDD’s Work) will be constructed by the Buyer at the Buyer’s sole cost and expense. Buyer acknowledges and agrees that lakes included in the Buyer’s Drainage Facilities shall be identified and described as separate lake tracts in Buyer’s Site Plan (and re-plot) for the Property and shall, along with all other portions of the Buyer’s Drainage Facilities, be designed, permitted and constructed by Buyer, at Buyer’s sole cost and expense, and in accordance with the District Permit and the Buyer’s Plans. The CDD shall have the right to review and approve the Buyer’s Plans (however, Buyer acknowledges and agrees that the approval thereof by the CDD shall not be deemed a representation nor warranty by the CDD that such facilities will perform as designed or otherwise intended). Thereafter, if Buyer desire to make revisions to the Buyer’s Plans, Buyer shall be responsible, at Buyer’s sole cost and expense, to perform all necessary design and permitting services to ensure that the proposed revisions do not result in adverse impacts to the parameters as permitted in the District Permit. Subject to the limitations of any applicable Permits, the parties agree that any lakes excavated within the Property and which are not included in the CDD’s Work (as well as storm drainage easements and pipes related thereto) shall, once constructed by Buyer and certified as complete by the CDD’s engineer, be dedicated and conveyed to the CDD and thereafter maintained by the CDD for stormwater management purposes only, as an operating expense of the CDD.

3. **CDD’s Work Construction; Target Completion Date.** CDD shall cause the construction of the CDD’s Work to be continuous and without interruption (subject to force majeure and other delays not within the reasonable control of the CDD nor its contractors); and performed in a good and workmanlike manner and will endeavor to achieve CDD’s Work Completion for phase 1 of the Lake Embankment Work

("Phase 1 Fill Work") by no later than July 1, 2027 and will endeavor to achieve CDD's Work Completion for phase 2 of the Lake Embankment Work ("Phase 2 Fill Work") by no later than October 1, 2028; will endeavor to achieve CDD's Work Completion for the Pedestrian Bridge and Park by no later than July 1, 2027 and will endeavor to achieve CDD's Work Completion for the portions of the Ring Lake adjacent to the Property by no later than October 1, 2028. These dates are subject to permit issuance.

4. **Excess Fill.**

(a) Seller has retained the right to all fill generated by the CDD's Work; however, since the Seller and the CDD have determined that there will be excess fill as a result of such dredging and site-work activities, the CDD (with the Seller's permission which is hereby granted) will make such fill available to Buyer and the other builders in the Village (and if there is not enough excess Fill to satisfy the amount of Fill desired by all builders, then such excess Fill will be allocated and sold on a pro-rata basis (based on the number of units that each builder is expected to build within the Village divided by the total number of residential units that all builders are expected to build within the Village); however, as a condition of using any of such excess fill, Buyer shall be obligated to reimburse the CDD for the same (at such times and in such manner as set forth hereinbelow), based on the CDD's cost to excavate and deliver such fill to the Property (which, for the avoidance of doubt, will include the contract pricing in the CDD's approved construction contract plus a ten percent (10%) construction management and accounting fee payable to the CDD.

(b) With respect to the Phase 1 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase 54,892 cubic yards of available excess fill from the CDD (or a pro-rata portion thereof to the extent that the CDD does not have sufficient excess fill to entirely fulfill all fill requests from Buyer and all other builders within the Village). The volume of fill Buyer desires to purchase may be reduced as long as the reduced amount is agreed to in writing by the parties prior to the initial Notice to Proceed with the CDD's Contractor. Buyer shall pay the CDD for the Fill purchased, or at CDD's written direction shall pay the CDD's Contractor directly, pursuant to this Sub-Section (b) as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than fifteen (15) days after receiving each applicable invoice.

(c) With respect to the Phase 2 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase 78,667 cubic yards of available excess fill from the CDD (or a pro-rata portion thereof to the extent that the CDD does not have sufficient excess fill to entirely fulfill all fill requests from Buyer and all other builders within the Village). The volume of fill Buyer desires to purchase may be reduced as long as the reduced amount is agreed to in writing by the parties prior to the initial Notice to Proceed with the CDD's Contractor. Buyer shall pay the CDD for the Fill purchased, or at CDD's written direction shall pay the CDD's Contractor directly, pursuant to this Sub-Section (c) after Closing, as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than fifteen (15) days after receiving each applicable invoice.

(d) For the avoidance of doubt, any fill generated by the excavation of the lakes included in Buyer's Drainage Facilities, shall remain the property of the Buyer. CDD provided fill material shall not contain any rocks greater than six inches (6") in diameter, fill will be reviewed by Buyer weekly and accepted as to quality.

(e) With respect to the Phase 1 Fill Work, for purposes of determining whether or not the quantity of excess Fill ordered by Buyer was actually delivered to the Property, Buyer may, at Buyer's expense (and within ten (10) days after receiving any invoice for Fill placed at the Property), independently verify the quantity delivered; however, absent obvious error in measurements, the quantity of Fill calculated by the site-work contractors survey information and reflected on the applicable invoices from CDD's site-work contractor shall control. With respect to the Phase 2 Fill Work, Buyer will work in good faith with the CDD and CDD's site-work contractor to agree upon a commercially reasonable process for the delivery of such Fill to the Property and inspection and verification of the quantity of delivered fill by the CDD.

5. **Pedestrian Bridge and Park Reimbursement.** The CDD will complete the Pedestrian Bridge and Park Fill Work and Buyer shall be obligated to pay for the cost of such work as construction of such improvements progresses, out of an escrow to be established and funded as follows:

(a) approximately 30 days prior to the commencement of the Pedestrian Bridge and Park, the CDD (or Seller) will notify Buyer that such work is about to commence, and such notice shall include a cost estimate for such work (the "Pedestrian Bridge and Park Fill Work Notice");

(b) by no later than ten (10) days after receipt of the Pedestrian Bridge and Park Fill Work Notice, Buyer shall deliver to Escrow Agent (via wire transfer of U.S. dollars) an amount equal to the lesser of (i) 100% of the estimated cost set forth in the Pedestrian Bridge and Park Fill Work Notice (which estimated cost includes a kayak/canoe launch and may include a reasonable contingency line item), or (ii) the Pedestrian Bridge Reimbursement Cap (the "Pedestrian Bridge and Park Escrow Funds");

(c) as the CDD receives monthly draw requests from its contractor, the CDD will deliver a copy of each draw request to Buyer, Seller and Escrow Agent with instructions to either (i) pay such draw request directly to the CDD's contractor in full, or (ii) to pay a lesser amount as a result of the CDD rejecting a portion of the contractor's work (in each instance, a "Pedestrian Bridge and Park Payment Request"), and upon receipt of such Pedestrian Bridge and Park Payment Request, the Escrow Agent shall be authorized (without further notice to or consent from any other party) to make a disbursement from the Pedestrian Bridge and Park Escrow Funds directly to the CDD's contractor in the amount of such Pedestrian Bridge and Park Payment Request;

(d) if at any time the CDD reasonably determines that the cost of completing the Pedestrian Bridge and Park Fill Work exceeds the remaining balance of the Pedestrian Bridge and Park Escrow Funds, the CDD shall notify Buyer and Seller (in each instance, a "Pedestrian Bridge and Park Shortfall Notice") and Buyer shall replenish the escrow funds by no later than 10 days after receipt of such Pedestrian Bridge and Park Shortfall Notice; provided, however, that Buyer's maximum financial responsibility for all Pedestrian Bridge and Park Fill Work shall not exceed the Pedestrian Bridge and Park Reimbursement Cap.

(e) Upon the CDD's Work Completion of the Pedestrian Bridge and Park Fill Work, any remaining Bridge Escrow Funds shall be promptly returned by Escrow Agent to Buyer. Upon completion, components of the Pedestrian Bridge and Park Fill Work shall be owned and operated by the Brightshore Master Property Owners Association (the "Master POA") as such were privately funded items of work. To the extent necessary the CDD shall quit claim any interest in the Pedestrian Bridge and Park Fill Work components by virtue of its status of owner pursuant to the construction agreement.

With an additional copy to: JHS Builders, LLC
Attn: Candy Kane
6330 Techster Blvd.
Ft. Myers, Florida 33966
ckane@christopherallanhomes.com

If intended for
Escrow Agent: Coleman Yovanovich Koester, P.A.
Attn: Matt Grabinski
4001 Tamiami Trail North, Suite 300 Naples, FL 34103
Phone: 239-435-3535
MGrabinski@CYKlawfirm.com

11. **Time of Essence.** It is expressly agreed by CDD and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations, and warranties to be performed or satisfied by CDD and Buyer hereunder. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation, or warranty by either CDD or Buyer will not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing.

12. **Force Majeure.** If any Party is unable to perform its obligations under this Agreement due to or as a result of an act of God, including flood, storm, earthquake, hurricane, tornado, or other severe weather or climatic condition; act of public enemy, war, actual or threatened acts of terrorism or bioterrorism, blockage, insurrection, or riot, fire, wreck, pandemics, endemics, derailment, washout or explosion; strike, lockout or labor dispute; or embargo or governmental law, order, regulation or any other matter beyond the reasonable control of the Party affected (“Force Majeure Event”), then this Agreement shall be suspended between the Parties for the duration of such Disability. For purposes of this section, “Disability” shall be defined as the delaying, hindering, impairment, prevention, or impossibility that is inflicted upon a Party’s persistence and good faith efforts to perform completely and fully in a timely manner its respective duties and/or obligations. If any Party invokes this force majeure provision, then it shall give prompt written notice to the other Parties of the existence and other relevant circumstances relating to the force majeure condition that is relied upon and shall demonstrate that it has taken all reasonable steps to minimize the consequences of such condition. A Party’s insolvency and/or lack of funds shall be specifically excluded from the definition of Force Majeure Event under this Agreement.

13. **Governing Law and Binding Effect.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, legal representatives and assigns. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Except for the Escrow Fee, Escrow Agent will not charge any fee to establish the escrow account contemplated by this Agreement or to make any disbursements under this Agreement. In the event of any dispute between CDD and Buyer concerning this Agreement or the Funds, each of CDD and Buyer knowingly and voluntarily waive any right to a trial by jury.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement or caused such to be done, effective as of the date of this Agreement.

CDD:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
Print Name: _____
Title: _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
_____, District Manager

SELLER:

Hogan Farms, LLC
By: Barron Collier Corporation,
Its: Manager

By: _____
Print Name: _____
Title: _____

[Signatures Continued on Next Page]

BUYER:

JHS Builders, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

[Signatures Continued on Next Page]

“ESCROW AGENT”

COLEMAN YOVANOVICH KOESTER, P.A.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT “N”

Master Site Plan

See attached

FILL, REIMBURSEMENT AND ESCROW AGREEMENT

[RE: Brightshore / Pulte]

[Excess Fill / Pedestrian Bridge / Pocket-Park]

THIS FILL, REIMBURSEMENT AND ESCROW AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”), by and among BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (the “CDD”), Pulte Home Company, LLC, a Michigan limited liability company (“Buyer” or “Builder”), and COLEMAN YOVANOVICH KOESTER, P.A., a Florida professional association (“Escrow Agent”), and is joined by Hogan Farms, LLC, a Florida limited liability company (“Seller”) for the limited purpose expressly set forth hereinbelow. For purposes of this Agreement, CDD, Buyer and Escrow Agent are each a “Party” and collectively are the “Parties”.

WITNESSETH:

WHEREAS, simultaneously herewith, pursuant to that certain Purchase and Sale Agreement with an effective date of August 19, 2024 between Seller and Buyer as amended by that certain First Amendment to Purchase and Sale Agreement dated as of September 10, 2024, that certain Second Amendment to Purchase and Sale Agreement dated as of November 15, 2024, that certain Third Amendment to Purchase and Sale Agreement dated as of November 26, 2024, that certain Fourth Amendment to Purchase and Sale Agreement dated as of December 4, 2024, that certain Fifth Amendment to Purchase and Sale Agreement dated as of December 4, 2024, that certain Sixth Amendment to Purchase and Sale Agreement dated as of January 31, 2025 (collectively, the “Purchase Agreement”), Buyer agreed to purchase certain land from Seller located in the Naples, Florida, as more particularly described and identified in the Purchase Agreement (the “Property”), to be developed as a residential neighborhood in the *Brightshore* village (the “Village”) in Collier County, Florida, and

WHEREAS, CDD has been formed for the purpose of, *inter alia*, designing, developing and constructing certain lakes, roads and common infrastructure for the Village; and

WHEREAS, a portion of the work to be performed by the CDD includes (A) the excavation of the Ring Lake (as defined hereinbelow), the construction of various pedestrian bridges that will span the Ring Lake and provide access to and from certain ‘pocket parks’ within the Village (one of such pocket parks being located within the Property; and

WHEREAS, the CDD also desires to enter into this agreement for the purpose of confirming the ownership rights and responsibilities with respect to certain fill that will be generated as a result of the excavation of lakes by the CDD and Buyer.

NOW, THEREFORE, for good and valuable consideration paid by Buyer and CDD to Escrow Agent, the receipt and sufficiency of which is hereby acknowledged by Escrow Agent, the Parties, each desiring to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals; Defined Terms**. The following terms used in this Agreement shall have the meanings set forth below:

(a) “Business Day” shall mean and refer to any day other than a Saturday, Sunday, or any federal holiday or state holiday in Florida.

(b) “Buyer’s Drainage Facilities” all lakes, ditches, swales, drainage easements and other surface water drainage facilities depicted on (or reasonably contemplated or otherwise necessitated

thereby) the Master Lake Plan and located within the perimetrical boundaries of the Property, including, without limitation (i) catch-basins and drainage culverts, (ii) interconnect piping to connect all catch-basins and drainage culverts to the lakes within the Property, (iii) interconnect piping to connect all the lakes within the Property to each other, and (iv) the piping that will necessarily extend off-site from one or more locations at the boundary of the Property through either the Lake Embankment and towards the Ring Lake, or through other lands owned by (or dedicated to) the CDD to a lake owned by (or dedicated to) the CDD to connect the lakes and other drainage facilities within the Property to the Ring Lake or other CDD lake (including any outfall structure or other control structures related thereto).

(c) “Buyer’s Plans” shall mean and refer to the plans and specifications for the design and construction of the Buyer’s Drainage Facilities.

(d) “CDD’s Work” means, for purposes of this Agreement, the onsite “Earthwork and Paving” and “Utility and Drainage” contracts for which the CDD is designated as the Owner under the contracts, the design, permitting, supervision and construction of the Lake Embankment Work and Pedestrian Bridge and Park Fill Work, in accordance with the CDD’s Plans, as well as the construction of the Ring Lake. Due to increased efficiencies of having a limited number of contracts onsite, this work includes public components which shall be funded by public funds including but not limited to tax-exempt bonds issued by the CDD and private components which shall be funded by private sources including but not limited to those funds identified herein.

(e) “CDD’s Work Completion” shall mean that with respect to the applicable component of the CDD’s Work, the CDD has delivered to Buyer and Escrow Agent written certification from the CDD’s engineer that the CDD has constructed such portion of the CDD’s Work in substantial accordance with the applicable CDD’s Plans and the District Permit.

(f) “CDD’s Plans” shall mean those certain plans and specifications required for the construction of the CDD’s Work, as identified on sheets 36 and 39 of the Master Site Plan attached hereto as Exhibit N (the “Master Site Plan”) (as to the Lake Embankment Work and as identified on sheets 21-23 of the Master Site Plan (as to the Pedestrian Bridge and Park Fill Work), and as may reasonably be amended by CDD from time to time in response to field conditions and/or requirements of Permits or governmental agencies. Buyer shall have the right to review and approve any changes to the Plans that affect the Property, such approval to not be unreasonably withheld, conditioned nor delayed. Such plans include public and private components, and all private components will be funded by private sources included those funds identified herein.

(g) “District Permit” shall mean and refer to SFWMD ERP No. 11-109367-P

(h) “Master Lake Plan” shall mean and refer to the master lake plan for the Village, which depicts the Ring Lake (which will be excavated by the CDD) as well as the lakes within the boundaries of the Property (which will be built by and at the expense of Buyer and dedicated and conveyed to the CDD).

(i) “Park” shall mean and refer to the neighborhood pocket-park located within the Property, as further depicted and described in the CDD’s Plans.

(j) “Pedestrian Bridge” shall mean and refer to the pedestrian bridge that will span the Ring Lake and provide pedestrian access over such Ring Lake to and from the Park, as further depicted and described in the CDD’s Plans.

(k) “Pedestrian Bridge and Park Escrow Funds” is defined in Section 5, below.

- (l) “Pedestrian Bridge and Park Payment Request” is defined in Section 5, below.
- (m) “Pedestrian Bridge and Park Reimbursement Cap” shall mean and amount equal to \$ \$440,330.00.
- (n) “Pedestrian Bridge and Park Shortfall Notice” is defined in Section 5, below.
- (o) “Pedestrian Bridge and Park Fill Work” shall mean and refer to the design and construction of the Pedestrian Bridge and filling and grading of the Park in accordance with the CDD’s Plans.
- (p) “Pedestrian Bridge and Park Fill Work Notice” is defined in Section 5, below.
- (q) “Permits” shall mean the District Permit and any and all permits and approvals relating to the Plans.
- (r) “Ring Lake” shall be that certain lake generally bounding the west, north and east portions of the detached single-family residential portions of the Village, as further depicted on the Master Lake Plan.
- (s) “Ring Lake Embankment” shall mean and refer to that portion of the lake embankment for the Ring Lake that is located within the Property, as generally depicted and as more particularly described in the CDD’s Plans.
- (t) “Ring Lake Embankment Work” shall mean and refer to the design and construction of the Ring Lake Embankment in accordance with the CDD’s Plans.

All other capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

2. **Design and Construction of Lakes; Dedication to CDD.** It is agreed that a portion of the backbone water management system of lakes serving the Village (in particular, the Ring Lake) will be constructed by the CDD as part of the CDD’s Work and that the portion of the lake system (consisting of any lakes within the perimetrical boundaries of the Property and that are not included in the CDD’s Work) will be constructed by the Buyer at the Buyer’s sole cost and expense. Buyer acknowledges and agrees that lakes included in the Buyer’s Drainage Facilities shall be identified and described as separate lake tracts in Buyer’s Site Plan (and re-plot) for the Property and shall, along with all other portions of the Buyer’s Drainage Facilities, be designed, permitted and constructed by Buyer, at Buyer’s sole cost and expense, and in accordance with the District Permit and the Buyer’s Plans. The CDD shall have the right to review and approve the Buyer’s Plans (however, Buyer acknowledges and agrees that the approval thereof by the CDD shall not be deemed a representation nor warranty by the CDD that such facilities will perform as designed or otherwise intended). Thereafter, if Buyer desire to make revisions to the Buyer’s Plans, Buyer shall be responsible, at Buyer’s sole cost and expense, to perform all necessary design and permitting services to ensure that the proposed revisions do not result in adverse impacts to the parameters as permitted in the District Permit. Subject to the limitations of any applicable Permits, the parties agree that any lakes excavated within the Property and which are not included in the CDD’s Work (as well as storm drainage easements and pipes related thereto) shall, once constructed by Buyer and certified as complete by the CDD’s engineer, be dedicated and conveyed to the CDD and thereafter maintained by the CDD for stormwater management purposes only, as an operating expense of the CDD.

3. **CDD’s Work Construction; Target Completion Date.** CDD shall cause the construction of the CDD’s Work to be continuous and without interruption (subject to force majeure and other delays not

within the reasonable control of the CDD nor its contractors); and performed in a good and workmanlike manner and will endeavor to achieve CDD's Work Completion for phase 1 of the Lake Embankment Work ("Phase 1 Fill Work") by no later than July 1, 2027 and will endeavor to achieve CDD's Work Completion for phase 2 of the Lake Embankment Work ("Phase 2 Fill Work") by no later than October 1, 2028 will endeavor to achieve CDD's Work Completion for the Pedestrian Bridge and Park by no later than December 1, 2027 and will endeavor to achieve CDD's Work Completion for the portions of the Ring Lake adjacent to the Property by no later than October 1, 2028. These dates are subject to permit issuance.

4. **Excess Fill.**

(a) Seller has retained the right to all fill generated by the CDD's Work; however, since the Seller and the CDD have determined that there will be excess fill as a result of such dredging and site-work activities, the CDD (with the Seller's permission which is hereby granted) will make such fill available to Buyer and the other builders in the Village (and if there is not enough excess Fill to satisfy the amount of Fill desired by all builders, then such excess Fill will be allocated and sold on a pro-rata basis (based on the number of units that each builder is expected to build within the Village divided by the total number of residential units that all builders are expected to build within the Village); however, as a condition of using any of such excess fill, Buyer shall be obligated to reimburse the CDD for the same (at such times and in such manner as set forth hereinbelow), based on the CDD's cost to excavate and deliver such fill to the Property (which, for the avoidance of doubt, will include the contract pricing in the CDD's approved construction contract) plus a ten percent (10%) construction management and accounting fee payable to the CDD.

(b) With respect to the Phase 1 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase 126,108 cubic yards of available excess fill from the CDD (or a pro-rata portion thereof to the extent that the CDD does not have sufficient excess fill to entirely fulfill all fill requests from Buyer and all other builders within the Village). The volume of fill Buyer desires to purchase may be reduced as long as the reduced amount is agreed to in writing by the parties prior to the initial Notice to Proceed with the CDD's Contractor. Buyer shall pay the CDD for the Fill purchased, or at CDD's written direction shall pay the CDD's Contractor directly, only after the Buyer has closed on the property, pursuant to this Sub-Section (b) as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than fifteen (15) days after receiving each applicable invoice.

(c) With respect to the Phase 2 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase 366,617 cubic yards of available excess fill from the CDD (or a pro-rata portion thereof to the extent that the CDD does not have sufficient excess fill to entirely fulfill all fill requests from Buyer and all other builders within the Village). The volume of fill Buyer desires to purchase may be reduced as long as the reduced amount is agreed to in writing by the parties prior to the applicable Notice to Proceed with the CDD's Contractor. Buyer shall pay the CDD for the Fill purchased, or at CDD's written direction shall pay the CDD's Contractor directly, pursuant to this Sub-Section (c) after Closing, as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than fifteen (15) days after receiving each applicable invoice.

(d) For the avoidance of doubt, any fill generated by the excavation of the lakes included in Buyer's Drainage Facilities, shall remain the property of the Buyer. CDD provided fill material shall not contain any rocks greater than six inches (6") in diameter, fill will be reviewed by Buyer weekly and accepted as to quality.

(e) With respect to the Phase 1 Fill Work, for purposes of determining whether or not the quantity of excess Fill ordered by Buyer was actually delivered to the Property, Buyer may, at Buyer's expense (and within ten (10) days after receiving any invoice for Fill placed at the Property), independently verify the quantity delivered; however, absent obvious error in measurements, the quantity of Fill calculated by the site-work contractors survey information and reflected on the applicable invoices from CDD's site-work contractor shall control. With respect to the Phase 2 Fill Work, Buyer will work in good faith with the CDD and CDD's site-work contractor to agree upon a commercially reasonable process for the delivery of such Fill to the Property and inspection and verification of the quantity of delivered fill by the CDD.

5. **Pedestrian Bridge and Park Reimbursement.** The CDD will complete the Pedestrian Bridge and Park Fill Work and Buyer shall be obligated to pay for the cost of such work as construction of such improvements progresses, out of an escrow to be established and funded as follows:

(a) approximately 30 days prior to the commencement of the Pedestrian Bridge and Park, the CDD (or Seller) will notify Buyer that such work is about to commence, and such notice shall include a cost estimate for such work (the "Pedestrian Bridge and Park Fill Work Notice");

(b) by no later than ten (10) days after receipt of the Pedestrian Bridge and Park Fill Work Notice, Buyer shall deliver to Escrow Agent (via wire transfer of U.S. dollars) an amount equal to the lesser of (i) 100% of the estimated cost set forth in the Pedestrian Bridge and Park Fill Work Notice (which estimated cost includes a kayak/canoe launch and may include a reasonable contingency line item), or (ii) the Pedestrian Bridge Reimbursement Cap (the "Pedestrian Bridge and Park Escrow Funds");

(c) as the CDD receives monthly draw requests from its contractor, the CDD will deliver a copy of each draw request to Buyer, Seller and Escrow Agent with instructions to either (i) pay such draw request directly to the CDD's contractor in full, or (ii) to pay a lesser amount as a result of the CDD rejecting a portion of the contractor's work (in each instance, a "Pedestrian Bridge and Park Payment Request"), and upon receipt of such Pedestrian Bridge and Park Payment Request, the Escrow Agent shall be authorized (without further notice to or consent from any other party) to make a disbursement from the Pedestrian Bridge and Park Escrow Funds directly to the CDD's contractor in the amount of such Pedestrian Bridge and Park Payment Request;

(d) if at any time the CDD reasonably determines that the cost of completing the Pedestrian Bridge and Park Fill Work exceeds the remaining balance of the Pedestrian Bridge and Park Escrow Funds, the CDD shall notify Buyer and Seller (in each instance, a "Pedestrian Bridge and Park Shortfall Notice") and Buyer shall replenish the escrow funds by no later than 10 days after receipt of such Pedestrian Bridge and Park Shortfall Notice; provided, however, that Buyer's maximum financial responsibility for all Pedestrian Bridge and Park Fill Work shall not exceed the Pedestrian Bridge and Park Reimbursement Cap.

(e) Upon the CDD's Work Completion of the Pedestrian Bridge and Park Fill Work, any remaining Bridge Escrow Funds shall be promptly returned by Escrow Agent to Buyer. Upon completion, components of the Pedestrian Bridge and Park Fill Work shall be owned and operated by the Brightshore Master Property Owners Association (the "Master POA") as such were privately

funded items of work. To the extent necessary the CDD shall quit claim any interest in the Pedestrian Bridge and Park Fill Work components by virtue of its status of owner pursuant to the construction agreement.

6. **Ring Lake Embankment Reimbursement.** The CDD will complete the Ring Lake Embankment Work at the CDD's expense for the CDD's portion of the work the public infrastructure necessary for stormwater management purposes and the Master POA will be responsible for their share of the work.

7. **Recreation License.** Subject to compliance with the Master POA's application and approval process (including reasonable terms and conditions promulgated by the CDD pertaining to operation and maintenance of the stormwater management system and the Master POA from time to time), the Master POA will permit the owner of the adjacent residential Lot to install and maintain a floating or fixed dock within the Lake Embankment Tract (it being acknowledged that in addition to any approvals required by Collier County, Master POA and the Neighborhood Association documents, the CDD's consent of use and easement encroachment may also be required since the entire Lake Embankment Tract will be subject to a lake maintenance easement dedicated to the CDD in perpetuity).

8. **Escrow Account.** All funds delivered by Buyer to Escrow Agent shall be held in an escrow account maintained by Escrow Agent at a federally insured financial institution. Any interest earned on such funds shall remain the property of Escrow Agent as a partial reimbursement to Escrow Agent of its administrative costs that will be incurred in serving as Escrow Agent hereunder. Escrow Agent shall not be required to maintain separate escrow accounts (and may commingle all funds received hereunder with other escrow funds being held by Escrow Agent) so long as Escrow Agent maintains accurate ledgers of all receipts and disbursements received (or made) by Escrow Agent pursuant to this Agreement.

9. **Default; Rights of Buyer.** It is acknowledged that the CDD is a quasi-governmental entity with the authority to raise capital by issuing bonds and levying assessments. Therefore, it is agreed that if the CDD fails to comply with any of its obligations hereunder, then Buyer shall provide the CDD (and Seller) with written notice of such default, and the CDD shall have the right and obligation to cure such default. Buyer's sole and exclusive remedy for any default by the CDD hereunder shall be to (a) sue the CDD for specific performance, and/or (b) withhold from Seller any True-Up Payments otherwise due and payable to Seller until such time as the CDD has cure the applicable default. Under no circumstances shall Buyer have the right to terminate this Agreement as a result of a default by the CDD nor shall Buyer have the right to seek lost profits, special or punitive damages from the CDD. Buyer agrees that the CDD reserves all sovereign immunity rights available under applicable law.

10. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered (a) three (3) Business Days after being mailed postage prepaid, by registered or certified mail, return receipt requested or (b) one (1) Business Day after being deposited with a nationally-recognized overnight courier service or (c) when sent via electronic mail (email) addressed to the respective parties at the respective addresses set forth below:

To CDD:

Brightshore Community Development District
Attn: Nick Casalanguida
2600 Golden Gate Parkway
Naples, FL 34105

Phone: 239-262-2600
ncasalanguida@barroncollier.com

If intended for Buyer: Pulte Home Company, LLC
Attn: Josh Graeve, Division President
Southwest Florida Division
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
Phone: (239) 495-4828
Email: josh.graeve@pultegroup.com

With an additional copy to: Pulte Home Company, LLC
Attn: Steven Gust, Director of Land Acquisition
Southwest Florida Division
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
Phone: (239) 495-4809
Email: Steven.Gust@pultegroup.com

With an additional copy to: Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
Attn: David P. Barker, Esq.
420 S. Orange Ave., Suite 700
Orlando, Florida 32801
Phone: (407) 428-5118
Email: dbarker@deanmead.com

If intended for
Escrow Agent: Coleman Yovanovich Koester, P.A.
Attn: Matt Grabinski
4001 Tamiami Trail North, Suite 300
Naples, FL 34103
Phone: 239-435-3535
MGrabinski@CYKlawfirm.com

11. **Time of Essence.** It is expressly agreed by CDD and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations, and warranties to be performed or satisfied by CDD and Buyer hereunder. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation, or warranty by either CDD or Buyer will not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing.

12. **Force Majeure.** If any Party is unable to perform its obligations under this Agreement due to or as a result of an act of God, including flood, storm, earthquake, hurricane, tornado, or other severe weather or climatic condition; act of public enemy, war, actual or threatened acts of terrorism or bioterrorism, blockage, insurrection, or riot, fire, wreck, pandemics, endemics, derailment, washout or explosion; strike, lockout or labor dispute; or embargo or governmental law, order, regulation or any other matter beyond the reasonable control of the Party affected (“Force Majeure Event”), then this Agreement shall be suspended between the Parties for the duration of such Disability. For purposes of this section, “Disability” shall be defined as the delaying, hindering, impairment, prevention, or impossibility that is inflicted upon a Party’s persistence and good faith efforts to perform completely and fully in a timely manner its respective duties and/or obligations. If any Party invokes this force majeure provision, then it shall give prompt written notice

to the other Parties of the existence and other relevant circumstances relating to the force majeure condition that is relied upon and shall demonstrate that it has taken all reasonable steps to minimize the consequences of such condition. A Party's insolvency and/or lack of funds shall be specifically excluded from the definition of Force Majeure Event under this Agreement.

13. **Governing Law and Binding Effect.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, legal representatives and assigns. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Except for the Escrow Fee, Escrow Agent will not charge any fee to establish the escrow account contemplated by this Agreement or to make any disbursements under this Agreement. In the event of any dispute between CDD and Buyer concerning this Agreement or the Funds, each of CDD and Buyer knowingly and voluntarily waive any right to a trial by jury.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement or caused such to be done, effective as of the date of this Agreement.

CDD:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
Print Name: _____
Title: _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
_____, District Manager

SELLER:

Hogan Farms, LLC

By: Barron Collier Corporation,

Its: Manager

By: _____

Print Name: _____

Title: _____

[Signatures Continued on Next Page]

BUYER:

PULTE HOME COMPANY, LLC

By: _____
Print Name: _____
Title: _____

[Signatures Continued on Next Page]

“ESCROW AGENT”

COLEMAN YOVANOVICH KOESTER, P.A.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT “N”

Master Site Plan

See attached

FILL, REIMBURSEMENT AND ESCROW AGREEMENT

[RE: Brightshore / Taylor Morrison]

[Excess Fill / Pedestrian Bridge / Shared Lift Station]

THIS FILL, REIMBURSEMENT AND ESCROW AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”), by and among BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (the “CDD”), Taylor Morrison of Florida, Inc., a Florida corporation (“Buyer” or “Builder”), and COLEMAN YOVANOVICH KOESTER, P.A., a Florida professional association (“Escrow Agent”), and is joined by Hogan Farms, LLC, a Florida limited liability company (“Seller”) for the limited purpose expressly set forth hereinbelow. For purposes of this Agreement, CDD, Buyer and Escrow Agent are each a “Party” and collectively are the “Parties”.

WITNESSETH:

WHEREAS, simultaneously herewith, pursuant to that certain Purchase and Sale Agreement with an effective date of July 22, 2024 between Seller and Buyer as amended by that certain First Amendment to Purchase and Sale Agreement dated as of September 10, 2024, that certain Second Amendment to Purchase and Sale Agreement dated as of October 17, 2024, as further amended by Third Amendment to Purchase and Sale Agreement dated on or about November 22, 2024, and Fourth Amendment to Purchase and Sale Agreement dated as of November 25, 2024, and Fifth Amendment to Purchase and Sale Agreement dated as of December 19, 2024, and Sixth Amendment to Purchase and Sale Agreement dated as of January 31, 2025 (collectively, the “Purchase Agreement”), Buyer has agreed to purchase certain land from Seller located in the Naples, Florida as more particularly described and identified in the Purchase Agreement (the “Property”), to be developed as a residential neighborhood in the *Brightshore* village (the “Village”) in Collier County, Florida, and

WHEREAS, CDD has been formed for the purpose of, *inter alia*, designing, financing, developing and constructing certain lakes, roads and common infrastructure for the Village; and

WHEREAS, a portion of the work to be performed by the CDD includes (A) the excavation of the Ring Lake (as defined hereinbelow), the construction of various pedestrian bridges that will span the Ring Lake and provide access to and from certain neighborhoods within the Village; and

WHEREAS, the CDD and Hogan also desire to enter into this agreement for the purpose of confirming the ownership rights and responsibilities with respect to certain fill that will be generated as a result of the excavation of lakes by the CDD and Buyer.

NOW, THEREFORE, for good and valuable consideration paid by Buyer and CDD to Escrow Agent, the receipt and sufficiency of which is hereby acknowledged by Escrow Agent, the Parties, each desiring to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals; Defined Terms**. The following terms used in this Agreement shall have the meanings set forth below:

(a) “Business Day” shall mean and refer to any day other than a Saturday, Sunday, or any federal holiday or state holiday in Florida.

(b) “Buyer’s Drainage Facilities” all lakes, ditches, swales, drainage easements and other surface water drainage facilities depicted on (or reasonably contemplated or otherwise necessitated thereby) the Master Lake Plan and located within the perimetrical boundaries of the Property, including, without limitation (i) catch-basins and drainage culverts, (ii) interconnect piping to connect all catch-basins and drainage culverts to the lakes within the Property, (iii) interconnect piping to connect all the lakes within the Property to each other, and (iv) the piping that will necessarily extend off-site from one or more locations at the boundary of the Property through either the Lake Embankment and towards the Ring Lake, or through other lands owned by (or dedicated to) the CDD to a lake owned by (or dedicated to) the CDD to connect the lakes and other drainage facilities within the Property to the Ring Lake or other CDD lake (including any outfall structure or other control structures related thereto).

(c) “Buyer’s Plans” shall mean and refer to the plans and specifications for the design and construction of the Buyer’s Drainage Facilities.

(d) “CDD’s Work” means, for purposes of this Agreement, the onsite “Earthwork and Paving” and “Utility and Drainage” contracts for which the CDD is designated as the Owner under the contracts, the design, permitting, supervision and construction of the Pedestrian Bridge and Lift Station Work, in accordance with the CDD’s Plans, as well as the construction of the Ring Lake. Due to increased efficiencies of having a limited number of contracts onsite, this work includes public components which shall be funded by public funds including but not limited to tax-exempt bonds issued by the CDD and private components which shall be funded by private sources including but not limited to those funds identified herein.

(e) “CDD’s Work Completion” shall mean that with respect to the applicable component of the CDD’s Work, the CDD has delivered to Buyer and Escrow Agent written certification from the CDD’s engineer that the CDD has constructed such portion of the CDD’s Work in substantial accordance with the applicable CDD’s Plans and the District Permit.

(f) “CDD’s Plans” shall mean those certain plans and specifications required for the construction of the CDD’s Work, as identified on sheet 44 of the Master Site Plan attached hereto as Exhibit N (the “Master Site Plan”) (as to the Lift Station Work and as identified on sheets 21-23 of the Master Site Plan (as to the Pedestrian Bridge Work), and as may reasonably be amended by CDD from time to time in response to field conditions and/or requirements of Permits or governmental agencies. Buyer shall have the right to review and approve any changes to the Plans that affect the Property, such approval to not be unreasonably withheld, conditioned nor delayed. Such plans include public and private components, and all private components will be funded by private sources included those funds identified herein.

(g) “District Permit” shall mean and refer to SFWMD ERP No. 11-109367-P.

(h) “Lift Station” shall mean and refer to a sanitary sewer lift station that will serve the Property as well as other portions of the Village, and which will be constructed by the CDD as part of the CDD’s Work.

(i) “Lift Station Escrow Funds” is defined in Section 6, below

(j) “Lift Station Work Notice” is defined in Section 6, below.

(k) “Master Lake Plan” shall mean and refer to the master lake plan for the Village, which depicts the Ring Lake (which will be excavated by the CDD) as well as the lakes within the boundaries of the Property (which will be built by and at the expense of Buyer and dedicated and conveyed to the CDD).

(l) “Pedestrian Bridge” shall mean and refer to the pedestrian bridge that will span the Ring Lake and provide pedestrian access over such Ring Lake to and from the Property, as further depicted and described in the CDD’s Plans.

(m) “Pedestrian Bridge Escrow Funds” is defined in Section 5, below.

(n) “Pedestrian Bridge Payment Request” is defined in Section 5, below.

(o) “Pedestrian Bridge Reimbursement Cap” shall mean and amount equal to \$427,530.00.

(p) “Pedestrian Bridge Shortfall Notice” is defined in Section 5, below.

(q) “Pedestrian Bridge Work” shall mean and refer to the design and construction of the Pedestrian Bridge in accordance with the CDD’s Plans.

(r) “Pedestrian Bridge Work Notice” is defined in Section 5, below.

(s) “Permits” shall mean the District Permit and any and all permits and approvals relating to the Plans.

(t) “Ring Lake” shall be that certain lake generally bounding the west, north and east portions of the detached single-family residential portions of the Village, as further depicted on the Master Lake Plan.

All other capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

2. **Design and Construction of Lakes; Dedication to CDD.** It is agreed that a portion of the backbone water management system of lakes serving the Village (in particular, the Ring Lake) will be constructed by the CDD as part of the CDD’s Work and that the portion of the lake system (consisting of any lakes within the perimetrical boundaries of the Property and that are not included in the CDD’s Work) will be constructed by the Buyer at the Buyer’s sole cost and expense. Buyer acknowledges and agrees that lakes included in the Buyer’s Drainage Facilities shall be identified and described as separate lake tracts in Buyer’s Site Plan (and re-plat) for the Property and shall, along with all other portions of the Buyer’s Drainage Facilities, be designed, permitted and constructed by Buyer, at Buyer’s sole cost and expense, and in accordance with the District Permit and the Buyer’s Plans. The CDD shall have the right to review and approve the Buyer’s Plans (however, Buyer acknowledges and agrees that the approval thereof by the CDD shall not be deemed a representation nor warranty by the CDD that such facilities will perform as designed or otherwise intended). Thereafter, if Buyer desire to make revisions to the Buyer’s Plans, Buyer shall be responsible, at Buyer’s sole cost and expense, to perform all necessary design and permitting services to ensure that the proposed revisions do not result in adverse impacts to the parameters as permitted in the District Permit. Subject to the limitations of any applicable Permits, the parties agree that any lakes excavated within the Property and which are not included in the CDD’s Work (as well as storm drainage easements and pipes related thereto) shall, once constructed by Buyer and certified as complete by the CDD’s engineer, be dedicated and conveyed to the CDD and thereafter maintained by the CDD for stormwater management purposes only, as an operating expense of the CDD.

3. **CDD’s Work Construction; Target Completion Date.** CDD shall cause the construction of the CDD’s Work to be continuous and without interruption (subject to force majeure and other delays not within the reasonable control of the CDD nor its contractors); and performed in a good and workmanlike manner and will endeavor to achieve CDD’s Work Completion for phase 1 of the Lake Embankment Work

("Phase 1 Fill Work") by no later than July 1, 2027 and will endeavor to achieve CDD's Work Completion for phase 2 of the Lake Embankment Work ("Phase 2 Fill Work") by no later than October 1, 2028; will endeavor to achieve CDD's Work Completion for the Pedestrian Bridge by no later than July 1, 2027 and will endeavor to achieve CDD's Work Completion for the portions of the Ring Lake adjacent to the Property by no later than April 1, 2028.

4. **Excess Fill.**

(a) Seller has retained the right to all fill generated by the CDD's Work; however, since the Seller and the CDD have determined that there will be excess fill as a result of such dredging and site-work activities, the CDD (with the Seller's permission which is hereby granted) will make such fill available to Buyer and the other builders in the Village (and if there is not enough excess Fill to satisfy the amount of Fill desired by all builders, then such excess Fill will be allocated and sold on a pro-rata basis (based on the number of units that each builder is expected to build within the Village divided by the total number of residential units that all builders are expected to build within the Village); however, as a condition of using any of such excess fill, Buyer shall be obligated to reimburse the CDD for the same (at such times and in such manner as set forth hereinbelow), based on the CDD's cost to excavate and deliver such fill to the Property (which, for the avoidance of doubt, will include the contract pricing in the CDD's approved construction contract) plus a ten percent (10%) construction management and accounting fee payable to the CDD.

(b) With respect to the Phase 1 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase up to 47,259 cubic yards of available excess fill from the CDD and the CDD warrants to Buyer that there will be sufficient excess fill from the CDD to satisfy Buyer's fill requirements for the Property. The volume of fill Buyer desires to purchase may be reduced as long as the reduced amount is agreed to in writing by the parties prior to the initial Notice to Proceed with the CDD's Contractor. Buyer shall pay the CDD for the Fill purchased, or at CDD's written direction shall pay the CDD's Contractor directly, only after the Buyer has closed on the property, pursuant to this Sub-Section (b) as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than fifteen (15) days after receiving each applicable invoice.

(c) Intentionally Deleted.

(d) For the avoidance of doubt, any fill generated by the excavation of the lakes included in Buyer's Drainage Facilities, shall remain the property of the Buyer. CDD provided fill material shall not contain any rocks greater than six inches (6") in diameter, fill will be reviewed by Buyer weekly and accepted as to quality.

(e) With respect to the Phase 1 Fill Work, for purposes of determining whether or not the quantity of excess Fill ordered by Buyer was actually delivered to the Property, Buyer may, at Buyer's expense (and within ten (10) days after receiving any invoice for Fill placed at the Property), independently verify the quantity delivered; however, absent obvious error in measurements, the quantity of Fill calculated by the site-work contractor's survey information and reflected on the applicable invoices from CDD's site-work contractor shall control.

5. **Pedestrian Bridge Reimbursement.** The CDD will complete the Pedestrian Bridge Work and Buyer shall be obligated to pay for the cost of such work as construction of such improvements progresses, out of an escrow to be established and funded as follows:

(a) approximately 30 days prior to the commencement of the Pedestrian Bridge, the CDD (or Seller) will notify Buyer that such work is about to commence, and such notice shall include a cost estimate for such work (the “Pedestrian Bridge Work Notice”);

(b) by no later than ten (10) days after receipt of the Pedestrian Bridge Work Notice, Buyer shall deliver to Escrow Agent (via wire transfer of U.S. dollars) an amount equal to the lesser of (i) 100% of the estimated cost set forth in the Pedestrian Bridge Work Notice (which estimated cost may include a reasonable contingency line item), or (ii) the Pedestrian Bridge Reimbursement Cap (the “Pedestrian Bridge Escrow Funds”);

(c) as the CDD receives monthly draw requests from its contractor, the CDD will deliver a copy of each draw request to Buyer, Seller and Escrow Agent with instructions to either (i) pay such draw request directly to the CDD’s contractor in full, or (ii) to pay a lesser amount as a result of the CDD rejecting a portion of the contractor’s work (in each instance, a “Pedestrian Bridge Payment Request”), and upon receipt of such Pedestrian Bridge Payment Request, the Escrow Agent shall be authorized (without further notice to or consent from any other party) to make a disbursement from the Pedestrian Bridge Escrow Funds directly to the CDD’s contractor in the amount of such Pedestrian Bridge Payment Request;

(d) if at any time the CDD reasonably determines that the cost of completing the Pedestrian Bridge Work exceeds the remaining balance of the Pedestrian Bridge Escrow Funds, the CDD shall notify Buyer and Seller (in each instance, a “Pedestrian Bridge Shortfall Notice”) and Buyer shall replenish the escrow funds by no later than 10 days after receipt of such Pedestrian Bridge Shortfall Notice; provided, however, that Buyer’s maximum financial responsibility for all Pedestrian Bridge Work shall not exceed the Pedestrian Bridge Reimbursement Cap.

(e) Upon the CDD’s Work Completion of the Pedestrian Bridge Work, any remaining Bridge Escrow Funds shall be promptly returned by Escrow Agent to Buyer. Upon completion, components of the Pedestrian Bridge and Park Fill Work shall be owned and operated by the Brightshore Master Property Owners Association (the “Master POA”) as such were privately funded items of work. To the extent necessary the CDD shall quit claim any interest in the Pedestrian Bridge and Park Fill Work components by virtue of its status of owner pursuant to the construction agreement.

6. **Lift Station**. The CDD will complete the Lift Station in accordance with the CDD’s Plans and Builder shall be obligated to pay for ten and 1/10th percent (10.1%) of the cost of such work (“Buyer’s Share”) as construction of such improvements progresses, out of an escrow to be established and funded as follows:

(a) approximately 30 days prior to the commencement of the actual work for such Lift Station, the CDD (or Seller) will notify Buyer that such work is about to commence, and such notice shall include a cost estimate for such work (the “Lift Station Work Notice”);

(b) by no later than ten (10) days after receipt of the Lift Station Work Notice, Buyer will deliver to Escrow Agent an amount equal to 125% of the Buyer’s Share of the estimated cost set forth in the Lift Station Work Notice (the “Lift Station Escrow Funds”);

(c) as the CDD receives monthly draw requests from its contractor, the CDD will deliver a copy of each draw request to Buyer, Seller and Escrow Agent, and upon receipt of such draw request the Escrow Agent shall be authorized (without further notice to or consent from any other

If intended for Buyer: Taylor Morrison of Florida, Inc.
Attn: Barbara Kininmonth
28100 Bonita Grande Drive, Suite 102
Bonita Springs, FL 34135
bkininmonth@taylormorrison.com

with a copy to: Taylor Morrison of Florida, Inc.
Attn: Felipe Gonzalez
28100 Bonita Grande Drive, Suite 102
Bonita Springs, FL 34135
felgonzalez@taylormorrison.com

If intended for Escrow Agent: Coleman Yovanovich Koester, P.A.
Attn: Matt Grabinski
4001 Tamiami Trail North, Suite 300 Naples, FL 34103
Phone: 239-435-3535
MGrabinski@CYKlawfirm.com

11. **Time of Essence.** It is expressly agreed by CDD and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations, and warranties to be performed or satisfied by CDD and Buyer hereunder. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation, or warranty by either CDD or Buyer will not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing.

12. **Force Majeure.** If any Party is unable to perform its obligations under this Agreement due to or as a result of an act of God, including flood, storm, earthquake, hurricane, tornado, or other severe weather or climatic condition; act of public enemy, war, actual or threatened acts of terrorism or bioterrorism, blockage, insurrection, or riot, fire, wreck, pandemics, endemics, derailment, washout or explosion; strike, lockout or labor dispute; or embargo or governmental law, order, regulation or any other matter beyond the reasonable control of the Party affected (“Force Majeure Event”), then this Agreement shall be suspended between the Parties for the duration of such Disability. For purposes of this section, “Disability” shall be defined as the delaying, hindering, impairment, prevention, or impossibility that is inflicted upon a Party’s persistence and good faith efforts to perform completely and fully in a timely manner its respective duties and/or obligations. If any Party invokes this force majeure provision, then it shall give prompt written notice to the other Parties of the existence and other relevant circumstances relating to the force majeure condition that is relied upon and shall demonstrate that it has taken all reasonable steps to minimize the consequences of such condition. A Party’s insolvency and/or lack of funds shall be specifically excluded from the definition of Force Majeure Event under this Agreement.

13. **Governing Law and Binding Effect.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, legal representatives and assigns. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Except for the Escrow Fee, Escrow Agent will not charge any fee to establish the escrow account contemplated by this Agreement or to make any disbursements under this Agreement. In the event of any dispute between CDD and Buyer concerning this Agreement or the Funds, each of CDD and Buyer knowingly and voluntarily waive any right to a trial by jury.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement or caused such to be done, effective as of the date of this Agreement.

CDD:

CDD:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
Print Name: _____
Title: _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
_____, District Manager

SELLER:

Hogan Farms, LLC
By: Barron Collier Corporation,
Its: Manager

By: _____
Print Name: _____
Title: _____

[Signatures Continued on Next Page]

BUYER:

Taylor Morrison of Florida, Inc.

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

[Signatures Continued on Next Page]

“ESCROW AGENT”

COLEMAN YOVANOVICH KOESTER, P.A.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT “N”

Master Site Plan

See attached

FILL, REIMBURSEMENT AND ESCROW AGREEMENT

[RE: Brightshore / Toll Bros.]

[Excess Fill / Pedestrian Bridge / Pocket-Park]

THIS FILL, REIMBURSEMENT AND ESCROW AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”), by and among BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (the “CDD”), Toll Bros., Inc., a Pennsylvania corporation (“Buyer” or “Builder”), and COLEMAN YOVANOVICH KOESTER, P.A., a Florida professional association (“Escrow Agent”), and is joined by Hogan Farms, LLC, a Florida limited liability company (“Seller”) for the limited purpose expressly set forth hereinbelow. For purposes of this Agreement, CDD, Buyer and Escrow Agent are each a “Party” and collectively are the “Parties”.

WITNESSETH:

WHEREAS, simultaneously herewith, pursuant to that certain Purchase and Sale Agreement with an effective date of August 19, 2024 between Seller and Buyer as amended by that certain First Amendment to Purchase and Sale Agreement dated as of September 10, 2024, that certain Second Amendment to Purchase and Sale Agreement dated as of November 15, 2024, that certain Third Amendment to Purchase and Sale Agreement dated as of November 26, 2024 and that certain Fourth Amendment to Purchase and Sale Agreement dated as of January 31, 2025 (collectively, the “Purchase Agreement”), Buyer has agreed to purchase certain land from Seller located in the Naples, Florida as more particularly described and identified in the Purchase Agreement (the “Property”), to be developed as a residential neighborhood in the *Brightshore* village (the “Village”) in Collier County, Florida, and

WHEREAS, CDD has been formed for the purpose of, *inter alia*, designing, developing and constructing certain lakes, roads and common infrastructure for the Village; and

WHEREAS, a portion of the work to be performed by the CDD includes (A) the excavation of the Ring Lake (as defined hereinbelow), the construction of various pedestrian bridges that will span the Ring Lake and provide access to and from certain ‘pocket parks’ within the Village (one of such pocket parks being located within the Property; and

WHEREAS, the CDD also desires to enter into this agreement for the purpose of confirming the ownership rights and responsibilities with respect to certain fill that will be generated as a result of the excavation of lakes by the CDD and Buyer.

NOW, THEREFORE, for good and valuable consideration paid by Buyer and CDD to Escrow Agent, the receipt and sufficiency of which is hereby acknowledged by Escrow Agent, the Parties, each desiring to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals; Defined Terms**. The following terms used in this Agreement shall have the meanings set forth below:

(a) “Business Day” shall mean and refer to any day other than a Saturday, Sunday, or any federal holiday or state holiday in Florida.

(b) “Buyer’s Drainage Facilities” all lakes, ditches, swales, drainage easements and other surface water drainage facilities depicted on (or reasonably contemplated or otherwise necessitated thereby) the Master Lake Plan and located within the perimetrical boundaries of the Property, including, without limitation (i) catch-basins and drainage culverts, (ii) interconnect piping to connect all catch-basins

and drainage culverts to the lakes within the Property, (iii) interconnect piping to connect all the lakes within the Property to each other, and (iv) the piping that will necessarily extend off-site from one or more locations at the boundary of the Property through either the Lake Embankment and towards the Ring Lake, or through other lands owned by (or dedicated to) the CDD to a lake owned by (or dedicated to) the CDD to connect the lakes and other drainage facilities within the Property to the Ring Lake or other CDD lake (including any outfall structure or other control structures related thereto).

(c) “Buyer’s Plans” shall mean and refer to the plans and specifications for the design and construction of the Buyer’s Drainage Facilities.

(d) “CDD’s Work” means, for purposes of this Agreement, the onsite “Earthwork and Paving” and “Utility and Drainage” contracts for which the CDD is designated as the Owner under the contracts, the design, permitting, supervision and construction of the Lake Embankment Work and Pedestrian Bridge and Park Fill Work, in accordance with the CDD’s Plans, as well as the construction of the Ring Lake. Due to increased efficiencies of having a limited number of contracts onsite, this work includes public components which shall be funded by public funds including but not limited to tax-exempt bonds issued by the CDD and private components which shall be funded by private sources including but not limited to those funds identified herein.

(e) “CDD’s Work Completion” shall mean that with respect to the applicable component of the CDD’s Work, the CDD has delivered to Buyer and Escrow Agent written certification from the CDD’s engineer that the CDD has constructed such portion of the CDD’s Work in substantial accordance with the applicable CDD’s Plans and the District Permit.

(f) “CDD’s Plans” shall mean those certain plans and specifications required for the construction of the CDD’s Work, as identified on sheets 36 and 38 of the Master Site Plan attached hereto as Exhibit N (the “Master Site Plan) (as to the Lake Embankment Work and as identified on sheets 21-23 of the Master Site Plan (as to the Pedestrian Bridge and Park Fill Work), and as may reasonably be amended by CDD from time to time in response to field conditions and/or requirements of Permits or governmental agencies. Buyer shall have the right to review and approve any changes to the Plans that affect the Property, such approval to not be unreasonably withheld, conditioned nor delayed. Such plans include public and private components, and all private components will be funded by private sources included those funds identified herein.

(g) “District Permit” shall mean and refer to SFWMD ERP No. 11-109367-P.

(h) “Master Lake Plan” shall mean and refer to the master lake plan for the Village, which depicts the Ring Lake (which will be excavated by the CDD) as well as the lakes within the boundaries of the Property (which will be built by and at the expense of Buyer and dedicated and conveyed to the CDD).

(i) “Park” shall mean and refer to the neighborhood pocket-park located within the Property, as further depicted and described in the CDD’s Plans.

(j) “Pedestrian Bridge” shall mean and refer to the pedestrian bridge that will span the Ring Lake and provide pedestrian access over such Ring Lake to and from the Park, as further depicted and described in the CDD’s Plans.

(k) “Pedestrian Bridge and Park Escrow Funds” is defined in Section 5, below.

(l) “Pedestrian Bridge and Park Payment Request” is defined in Section 5, below.

(m) “Pedestrian Bridge and Park Reimbursement Cap” shall mean and amount equal to \$440,330.00.

(n) “Pedestrian Bridge and Park Shortfall Notice” is defined in Section 5, below.

(o) “Pedestrian Bridge and Park Fill Work” shall mean and refer to the design and construction of the Pedestrian Bridge and filling and grading of the Park in accordance with the CDD’s Plans.

(p) “Pedestrian Bridge and Park Fill Work Notice” is defined in Section 5, below.

(q) “Permits” shall mean the District Permit and any and all permits and approvals relating to the Plans.

(r) “Ring Lake” shall be that certain lake generally bounding the west, north and east portions of the detached single-family residential portions of the Village, as further depicted on the Master Lake Plan.

(s) “Ring Lake Embankment” shall mean and refer to that portion of the lake embankment for the Ring Lake that is located within the Property, as generally depicted and as more particularly described in the CDD’s Plans.

(t) “Ring Lake Embankment Work” shall mean and refer to the design and construction of the Ring Lake Embankment in accordance with the CDD’s Plans.

All other capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

2. **Design and Construction of Lakes; Dedication to CDD.** It is agreed that a portion of the backbone water management system of lakes serving the Village (in particular, the Ring Lake) will be constructed by the CDD as part of the CDD’s Work and that the portion of the lake system (consisting of any lakes within the perimetrical boundaries of the Property and that are not included in the CDD’s Work) will be constructed by the Buyer at the Buyer’s sole cost and expense. Buyer acknowledges and agrees that lakes included in the Buyer’s Drainage Facilities shall be identified and described as separate lake tracts in Buyer’s Site Plan (and re-plot) for the Property and shall, along with all other portions of the Buyer’s Drainage Facilities, be designed, permitted and constructed by Buyer, at Buyer’s sole cost and expense, and in accordance with the District Permit and the Buyer’s Plans. The CDD shall have the right to review and approve the Buyer’s Plans (however, Buyer acknowledges and agrees that the approval thereof by the CDD shall not be deemed a representation nor warranty by the CDD that such facilities will perform as designed or otherwise intended). Thereafter, if Buyer desire to make revisions to the Buyer’s Plans, Buyer shall be responsible, at Buyer’s sole cost and expense, to perform all necessary design and permitting services to ensure that the proposed revisions do not result in adverse impacts to the parameters as permitted in the District Permit. Subject to the limitations of any applicable Permits, the parties agree that any lakes excavated within the Property and which are not included in the CDD’s Work (as well as storm drainage easements and pipes related thereto) shall, once constructed by Buyer and certified as complete by the CDD’s engineer, be dedicated and conveyed to the CDD and thereafter maintained by the CDD for stormwater management purposes only, as an operating expense of the CDD.

3. **CDD’s Work Construction; Target Completion Date.** CDD shall cause the construction of the CDD’s Work to be continuous and without interruption (subject to force majeure and other delays not within the reasonable control of the CDD nor its contractors); and performed in a good and workmanlike manner and will endeavor to achieve CDD’s Work Completion for phase 1 of the Lake Embankment Work

("Phase 1 Fill Work") by no later than July 1, 2027 and will endeavor to achieve CDD's Work Completion for phase 2 of the Lake Embankment Work ("Phase 2 Fill Work") by no later than October 1, 2028; will endeavor to achieve CDD's Work Completion for the Pedestrian Bridge and Park by no later than July 1, 2027 and will endeavor to achieve CDD's Work Completion for the portions of the Ring Lake adjacent to the Property by no later than October 1, 2028 ("Phase 3 Fill Work"). These dates are subject to permit issuance.

4. **Excess Fill.**

(a) Seller has retained the right to all fill generated by the CDD's Work, ; however, since the Seller and CDD have determined that there will be excess fill as a result of such dredging and site-work activities, the CDD (with the Seller's permission, which is hereby granted) will make such fill available to Buyer and the other builders in the Village (and if there is not enough excess Fill to satisfy the amount of Fill desired by all builders, then such excess Fill will be allocated and sold on a pro-rata basis (based on the number of units that each builder is expected to build within the Village divided by the total number of residential units that all builders are expected to build within the Village); however, as a condition of using any of such excess fill, Buyer shall be obligated to reimburse the CDD for the same (at such times and in such manner as set forth hereinbelow), based on the CDD's cost to excavate and deliver such fill to the Property (which, for the avoidance of doubt, will include the contract pricing in the CDDs's approved construction contract) plus a ten percent (10%) construction management and accounting fee payable to the CDD.

(b) With respect to the Phase 1 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase 316,924 cubic yards of available excess fill from the CDD (or a pro-rata portion thereof to the extent that the CDD does not have sufficient excess fill to entirely fulfill all fill requests from Buyer and all other builders within the Village). The volume of fill Buyer desires to purchase may be reduced as long as the reduced amount is agreed to in writing by the parties prior to the initial Notice to Proceed with the CDD's Contractor. Buyer shall pay the CDD for the Fill purchased, or at CDD's written direction shall pay the CDD's Contractor directly, pursuant to this Sub-Section (b) as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than fifteen (15) days after receiving each applicable invoice.

(c) With respect to the Phase 2 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase 95,344 cubic yards of available excess fill from the CDD (or a pro-rata portion thereof to the extent that the CDD does not have sufficient excess fill to entirely fulfill all fill requests from Buyer and all other builders within the Village). The volume of fill Buyer desires to purchase may be reduced as long as the reduced amount is agreed to in writing by the parties prior to the applicable Notice to Proceed with the CDD's Contractor. Buyer shall pay the CDD for the Fill purchased pursuant to this Sub-Section (c) after Closing, as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than fifteen (15) days after receiving each applicable invoice.

(d) With respect to the Phase 3 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase 138,186 cubic yards of available excess fill from the CDD (or a pro-rata portion thereof to the extent that the CDD does not have sufficient

excess fill to entirely fulfill all fill requests from Buyer and all other builders within the Village). Buyer shall pay the CDD for the Fill purchased pursuant to this Sub-Section (d) after Closing, as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than fifteen (15) days after receiving each applicable invoice.

(e) For the avoidance of doubt, any fill generated by the excavation of the lakes included in Buyer's Drainage Facilities, shall remain the property of the Buyer. CDD provided fill material shall not contain any rocks greater than six inches (6") in diameter, fill will be reviewed by Buyer weekly and accepted as to quality.

(f) With respect to the Phase 1 Fill Work, for purposes of determining whether or not the quantity of excess Fill ordered by Buyer was actually delivered to the Property, Buyer may, at Buyer's expense (and within ten (10) days after receiving any invoice for Fill placed at the Property), independently verify the quantity delivered; however, absent obvious error in measurements, the quantity of Fill calculated by the site-work contractors survey information and reflected on the applicable invoices from CDD's site-work contractor shall control. With respect to the Phase 2 Fill Work, Buyer will work in good faith with the CDD and CDD's site-work contractor to agree upon a commercially reasonable process for the delivery of such Fill to the Property and inspection and verification of the quantity of delivered fill by the CDD.

5. **Pedestrian Bridge and Park Reimbursement.** The CDD will complete the Pedestrian Bridge and Park Fill Work and Buyer shall be obligated to pay for the cost of such work as construction of such improvements progresses, out of an escrow to be established and funded as follows:

(a) approximately 30 days prior to the commencement of the Pedestrian Bridge and Park, the CDD (or Seller) will notify Buyer that such work is about to commence, and such notice shall include a cost estimate for such work (the "Pedestrian Bridge and Park Fill Work Notice");

(b) by no later than ten (10) days after receipt of the Pedestrian Bridge and Park Fill Work Notice, Buyer shall deliver to Escrow Agent (via wire transfer of U.S. dollars) an amount equal to the lesser of (i) 100% of the estimated cost set forth in the Pedestrian Bridge and Park Fill Work Notice (which estimated cost includes a kayak/canoe launch and may include a reasonable contingency line item), or (ii) the Pedestrian Bridge Reimbursement Cap (the "Pedestrian Bridge and Park Escrow Funds");

(c) as the CDD receives monthly draw requests from its contractor, the CDD will deliver a copy of each draw request to Buyer, Seller and Escrow Agent with instructions to either (i) pay such draw request directly to the CDD's contractor in full, or (ii) to pay a lesser amount as a result of the CDD rejecting a portion of the contractor's work (in each instance, a "Pedestrian Bridge and Park Payment Request"), and upon receipt of such Pedestrian Bridge and Park Payment Request, the Escrow Agent shall be authorized (without further notice to or consent from any other party) to make a disbursement from the Pedestrian Bridge and Park Escrow Funds directly to the CDD's contractor in the amount of such Pedestrian Bridge and Park Payment Request;

(d) if at any time the CDD reasonably determines that the cost of completing the Pedestrian Bridge and Park Fill Work exceeds the remaining balance of the Pedestrian Bridge and Park Escrow Funds, the CDD shall notify Buyer and Seller (in each instance, a "Pedestrian Bridge and Park Shortfall Notice") and Buyer shall replenish the escrow funds by no later than 10 days after

receipt of such Pedestrian Bridge and Park Shortfall Notice; provided, however, that Buyer's maximum financial responsibility for all Pedestrian Bridge and Park Fill Work shall not exceed the Pedestrian Bridge and Park Reimbursement Cap.

(e) Upon the CDD's Work Completion of the Pedestrian Bridge and Park Fill Work, any remaining Bridge Escrow Funds shall be promptly returned by Escrow Agent to Buyer. Upon completion, components of the Pedestrian Bridge and Park Fill Work shall be owned and operated by the Brightshore Master Property Owners Association (the "Master POA") as such were privately funded items of work. To the extent necessary the CDD shall quit claim any interest in the Pedestrian Bridge and Park Fill Work components by virtue of its status of owner pursuant to the construction agreement.

6. **Ring Lake Embankment Reimbursement.** The CDD will complete the Ring Lake Embankment Work at the CDD's expense for the CDD's portion of the work the public infrastructure necessary for stormwater management purposes and the Master POA will be responsible for their share of the work. .

7. **Recreation License.** Subject to compliance with the Master POA's application and approval process (including reasonable terms and conditions promulgated by the CDD pertaining to operation and maintenance of the stormwater management system and the Master POA from time to time), the Master POA will permit the owner of the adjacent residential Lot to install and maintain a floating or fixed dock within the Lake Embankment Tract (it being acknowledged that in addition to any approvals required by Collier County, Master POA and the Neighborhood Association documents, the CDD's consent of use and easement encroachment may also be required since the entire Lake Embankment Tract will be subject to a lake maintenance easement dedicated to the CDD in perpetuity. .

8. **Escrow Account.** All funds delivered by Buyer to Escrow Agent shall be held in an escrow account maintained by Escrow Agent at a federally insured financial institution. Any interest earned on such funds shall remain the property of Escrow Agent as a partial reimbursement to Escrow Agent of its administrative costs that will be incurred in serving as Escrow Agent hereunder. Escrow Agent shall not be required to maintain separate escrow accounts (and may comingle all funds received hereunder with other escrow funds being held by Escrow Agent) so long as Escrow Agent maintains accurate ledgers of all receipts and disbursements received (or made) by Escrow Agent pursuant to this Agreement.

9. **Default; Rights of Buyer.** It is acknowledged that the CDD is a quasi-governmental entity with the authority to raise capital by issuing bonds and levying assessments. Therefore, it is agreed that if the CDD fails to comply with any of its obligations hereunder, then Buyer shall provide the CDD (and Seller) with written notice of such default, and the CDD shall have the right and obligation to cure such default. Buyer's sole and exclusive remedy for any default by the CDD hereunder shall be to (a) sue the CDD for specific performance, and/or (b) withhold from Seller any True-Up Payments otherwise due and payable to Seller until such time as the CDD has cure the applicable default. Under no circumstances shall Buyer have the right to terminate this Agreement as a result of a default by the CDD nor shall Buyer have the right to seek lost profits, special or punitive damages from the CDD. Buyer agrees that the CDD reserves all sovereign immunity rights available under applicable law.

10. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered (a) three (3) Business Days after being mailed postage prepaid, by registered or certified mail, return receipt requested or (b) one (1) Business Day after being deposited with a nationally-recognized

overnight courier service or (c) when sent via electronic mail (email) addressed to the respective parties at the respective addresses set forth below:

To CDD: Brightshore Community Development District
Attn: Nick Casalanguida
2600 Golden Gate Parkway
Naples, FL 34105
Phone: 239-262-2600
ncasalanguida@barroncollier.com

If intended for Buyer: Toll Bros., Inc.
Attn: Andrew Hall
2966 Commerce Park Drive, Suite 100
Orlando, Florida 32819
Phone: 407-345-6054
ahall@tollbrothers.com

With a copy to: Toll Bros., Inc.
Attn: Thomas J. Smith, III
1140 Virginia Drive
Fort Washington, PA 19034
Phone: 215-293-4366
tsmith@tollbrothers.com and
legalnotices@tollbrothers.com

If intended for Escrow Agent: Coleman Yovanovich Koester, P.A.
Attn: Matt Grabinski
4001 Tamiami Trail North, Suite 300
Naples, FL 34103
Phone: 239-435-3535
MGrabinski@CYKlawfirm.com

11. **Time of Essence.** It is expressly agreed by CDD and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations, and warranties to be performed or satisfied by CDD and Buyer hereunder. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation, or warranty by either CDD or Buyer will not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing.

12. **Force Majeure.** If any Party is unable to perform its obligations under this Agreement due to or as a result of an act of God, including flood, storm, earthquake, hurricane, tornado, or other severe weather or climatic condition; act of public enemy, war, actual or threatened acts of terrorism or bioterrorism, blockage, insurrection, or riot, fire, wreck, pandemics, endemics, derailment, washout or explosion; strike, lockout or labor dispute; or embargo or governmental law, order, regulation or any other matter beyond the reasonable control of the Party affected ("Force Majeure Event"), then this Agreement shall be suspended between the Parties for the duration of such Disability. For purposes of this section, "Disability" shall be

defined as the delaying, hindering, impairment, prevention, or impossibility that is inflicted upon a Party's persistence and good faith efforts to perform completely and fully in a timely manner its respective duties and/or obligations. If any Party invokes this force majeure provision, then it shall give prompt written notice to the other Parties of the existence and other relevant circumstances relating to the force majeure condition that is relied upon and shall demonstrate that it has taken all reasonable steps to minimize the consequences of such condition. A Party's insolvency and/or lack of funds shall be specifically excluded from the definition of Force Majeure Event under this Agreement.

13. **Governing Law and Binding Effect.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, legal representatives and assigns. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Except for the Escrow Fee, Escrow Agent will not charge any fee to establish the escrow account contemplated by this Agreement or to make any disbursements under this Agreement. In the event of any dispute between CDD and Buyer concerning this Agreement or the Funds, each of CDD and Buyer knowingly and voluntarily waive any right to a trial by jury.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement or caused such to be done, effective as of the date of this Agreement.

CDD:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
Print Name: _____
Title: _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
_____, District Manager

SELLER:

Hogan Farms, LLC

By: Barron Collier Corporation,

Its: Manager

By: _____

Print Name: _____

Title: _____

[Signatures Continued on Next Page]

BUYER:

Toll Bros., Inc.,
a Pennsylvania corporation

By: _____
Print Name: _____
Title: _____

[Signatures Continued on Next Page]

“ESCROW AGENT”

COLEMAN YOVANOVICH KOESTER, P.A.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT “N”

Master Site Plan

See attached.

EXHIBIT 3

FIRST SUPPLEMENTAL
ENGINEER'S REPORT
FOR
BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT
SERIES 2025 PROJECT

November 10, 2025

Prepared by:



Engineering Firm Number: **31200**
Surveying Firm license: **LB8569**

Collier County:

7400 Trail Boulevard, Suite 200
Naples, FL 34108
P: **239.597.3111**
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TABLE OF CONTENTS

SECTION

1. INTRODUCTION 3

 1.1. DESCRIPTION OF BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (CDD) 3

 1.2. DESCRIPTION OF THE CAPITAL IMPROVEMENT PLAN 3

 1.3. AUTHORIZATION 4

 1.4. PURPOSE AND SCOPE 4

 1.5. THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT 4

2. THE SERIES 2025 PROJECT 5

 2.1. SUMMARY OF THE SERIES 2025 PROJECT 5

 2.2. DRAINAGE/STORMWATER MANAGEMENT SYSTEM 5

 2.3. ROADWAY IMPROVEMENTS 6

 2.4. UTILITY IMPROVEMENTS 6

 2.5. PROFESSIONAL SERVICES, PERMITTING, AND MISCELLANEOUS COSTS 6

3. OPINION OF PROBABLE CONSTRUCTIONS COSTS OF SERIES 2025 PROJECT 10

 3.1. SUMMARY OF COSTS OF SERIES 2025 PROJECT 10

4. REPORT MODIFICATION 10

5. ENGINEER'S CONCLUSION AND CERTIFICATION 11

LIST OF EXHIBITS

EXHIBIT 1. INFRASTRUCTURE LOCATION MAP 8

LIST OF TABLES

TABLE 1. OPINION OF PROBABLE COST FOR CAPITAL IMPROVEMENT PLAN 3

TABLE 2. OPINION OF PROBABLE COST FOR SERIES 2025 PROJECT 10

APPENDICES

APPENDIX A. BRIGHTSHORE PERMITS AND APPROVALS 12

SECTION 1 INTRODUCTION

1.1 DESCRIPTION OF BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (CDD)

Brightshore Community Development District (the “District”) contains approximately 681.45 acres and is located in unincorporated Collier County and was established by Collier County Ordinance No. 2022-50 effective on December 22, 2022. The District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, acquiring, operating, and maintaining public infrastructure improvements.

1.2 DESCRIPTION OF THE CAPITAL IMPROVEMENT PLAN

The District has previously adopted that certain *Engineer’s Report for Brightshore Community Development District*, dated December 11, 2023 (the “Engineer’s Report”), outlining the scope of the infrastructure improvements necessary for the development of the lands within the District (the “Capital Improvement Plan”). The scope of the Capital Improvement Plan is set forth in more detail in the Engineer’s Report.

The total cost of the Capital Improvement Plan expected to be constructed and/or acquired within the boundaries of the District is estimated to be approximately \$78.65 million. Table 1 presents a summary of the Opinion of Probable Cost of the Capital Improvement Plan.

**TABLE 1
 OPINION OF PROBABLE COST FOR
 CAPITAL IMPROVEMENT PLAN**

DISTRICT INFRASTRUCTURE	Total
Earthwork	\$14,000,000.00
Drainage/Stormwater Management	\$3,250,000.00
Roadway Improvements (Onsite and Offsite)	\$4,000,000.00
Potable Water	\$3,250,000.00
Sanitary Sewer	\$4,900,000.00
Irrigation	\$2,100,000.00
Landscaping	\$4,000,000.00
Signage	\$800,000.00
Lighting	\$1,000,000.00
Amenity and Central Park	\$19,000,000.00
Entry Features, Bridges and Gate House	\$7,750,000.00
Public Park and Trail	\$3,200,000.00
Offsite Mitigation	\$1,500,000.00
Design/Professional Fees and Permits	\$2,750,000.00
<i>Contingency (10%)</i>	<i>\$7,150,000.00</i>
TOTAL PRIMARY	\$78,650,000.00

1.3 AUTHORIZATION

LJA Engineering, Inc. (Formerly Agnoli, Barber & Brundage, Inc.) as District Engineer, hereinafter referred to as the "Engineer", prepared this First Supplemental Engineer's Report (the "Supplemental Report") pursuant to the authorization of the Board of Supervisors of the Brightshore Community Development District.

1.4 PURPOSE AND SCOPE

The purpose of this Report is to present the nature, extent, estimated cost, and benefits associated with implementing the infrastructure needed to serve the District (referred to as the "Series 2025 Project"). In addition, this Report presents a narrative description of the major components included within the Series 2025 Project. It is anticipated that the financing mechanism for the Series 2025 Project is expected to be in the form of one or more series of bonds to be issued by the District. The scope of the CIP financed by any such series of bonds may be further described in a supplemental report. The financing and assessment methodology has been developed by the District's assessment consultant.

This Report is intended to describe the Series 2025 Project improvements, the estimated costs, and benefits associated with implementing the improvements and recommendations. This Report is not intended to be used for an exact representation of the required improvements comprising the Series 2025 Project, or for construction purposes since detailed construction plans and specifications for the proposed improvements have not been completed. It should be noted that these plans may be modified, even after initial approval, with the District's knowledge and consent.

The Engineer has considered and, in certain instances, relied upon opinions, information, and documentation prepared or supplied by others, which may have included public officials, public entities, the landowner, engineering professionals, general contractors, and surveyors.

1.5 THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

The District was established by Collier County Ordinance No. 2022-50 (the "Establishment Ordinance"). The Establishment Ordinance was adopted on December 13, 2022, and became effective December 22, 2022. The District was established in accordance with Chapter 190, Florida Statutes, and created in order to plan, finance, construct, acquire, operate, and maintain infrastructure for the benefit of the District's landowners. The District has been granted the power to borrow money and issue bonds for the purpose of constructing and acquiring the Project. The District has the power to levy and impose assessments, rates, and charges to pay for the construction, acquisition, and continued operation and maintenance of the Project.

SECTION 2 THE SERIES 2025 PROJECT

2.1 SUMMARY OF THE SERIES 2025 PROJECT

The District intends to issue its Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds") to fund the construction and/or acquisition of certain public infrastructure improvements serving the landowners and residents of the District. The Series 2025 Project consists of approximately 79.96 acres within the District and approximately 10.13 acres outside the District in Collier County right-of-way along Immokalee Road. The work within the Collier County right-of-way is contained with the "Brightshore Immokalee Road Turn Lane Plans" prepared by Trebilcock Consulting Solutions with a first revision date of November 21, 2024. The infrastructure improvements include but are not limited to, the following:

1. Drainage/Stormwater Management System
2. Roadway Improvements
3. Utility Improvements
4. Professional Services, Permitting and Miscellaneous Costs

The capital improvements comprising the Series 2025 Project that are described in this Supplemental Report represent the intentions of the Landowner and the District. The implementation of the improvements discussed in this Supplemental Report requires the final approval by numerous local, state, and federal regulatory and permitting agencies. Cost estimates contained in this Supplemental Report have been prepared based upon the best available information at the time. The actual cost of construction, final engineering design, planning, approvals, and permitting may vary from the cost estimates presented.

The infrastructure proposed for the Series 2025 Project as listed above and described herein is limited to a portion of each that would make a completed development. The remaining infrastructure included in the Capital Improvement Plan will be funded through additional bond issuances and contributions by the large tract purchasers. Any non-District, private infrastructure will be funded by the purchasers and existing landowner. These two funding sources will provide the necessary funds to construct a completed project.

2.2 DRAINAGE/STORMWATER MANAGEMENT SYSTEM

The Series 2025 Project stormwater management improvements consist of a system of lakes, interconnecting pipes, and control structures that provide both stormwater retention and water quality improvements. These improvements will be designed to meet the permit criteria of the South Florida Water Management District ("SFWMD") and Collier County Development Services. Approximately 49.96 acres of water management lakes are expected to be constructed as part of the Series 2025 Project. Refer to Exhibit 1 for the location of the Series 2025 Project water management facilities.

2.3 ROADWAY IMPROVEMENTS

Exhibit 1 shows the locations of the Series 2025 Project roadway improvements to be acquired or constructed. There are two separate locations of the roadway improvements. The first are the roadways contained within the District and the second is the roadway improvements outside of and adjacent to the south boundary of the District, within the Immokalee Road right-of-way owned by Collier County. It is anticipated by this report that the list of roadways to be acquired or constructed could vary from time to time as continued development takes place within the Series 2025 Project. It is important to note that for the roadways contained within the District, only the base portion of the roadway typical section will be constructed in the Series 2025 Project which will consist of the fill material, rough grading, and subgrade. The District roadways will be constructed within platted rights-of-way. It is currently estimated that 13.25 acres of roadway rights-of-way will be dedicated to the District for maintenance and operation. Approximately 2.13 acres of roadway rights-of-way will be constructed behind a gate. However, the entry gate will not restrict access to the public and will function as a "soft gate." There are also two bridge crossings included in the Series 2025 Project. The bridges have been designed as pre-cast structures. They will not be constructed/installed at this time. Instead, the Series 2025 Bonds will be used as a deposit to order the units for production so they will be ready for installation during a future phase.

The roadway improvements, along Immokalee Road, are approximately 4,500 linear-feet in length and comprise an area of approximately 10.13 acres. The improvements will provide both left-turns and right-turns into the main entrance as well as a secondary entrance to the east. The roadway construction will be comprised of a roadway drainage system, fill material, stabilized subgrade, lime rock base, asphalt surfaces, guardrail, and pavement markings. Upon completion, the work within the Immokalee Road right-of-way will be turned over to Collier County for maintenance and operation with the exception of the landscape which will be maintained by the District through an agreement with the County. However, four light poles and their associated wiring and equipment, located at the main entrance within District lands, are also part of the turn lane construction; such lighting infrastructure will be owned and maintained by the District.

2.4 UTILITY IMPROVEMENTS

The Series 2025 Project utility improvements will be in the wastewater category. Gravity sewer infrastructure will be installed. The associated lift stations will not be installed at this time but will be ordered via a deposit and installed during a future phase. The completed utilities will be turned over to Collier County for long term operation and maintenance.

2.5 PROFESSIONAL SERVICES, PERMITTING, AND MISCELLANEOUS COSTS

Professional Services including, but not limited to, engineering, legal, planning, landscape architecture, environmental audit, testing, surveying, construction inspection, facilities and management services, will be part of the Series 2025 Project.

Federal, state, and local permits and engineering plan approvals have been obtained, or are in the process of being obtained, for the construction of site infrastructure. An updated comprehensive list of the required permits and their status is included in Appendix A.

The timetable for remaining permits and modifications will be contingent upon the development schedule and subsequent phasing. The permit fees required for approval of the Series 2025 Project are also included in the costs.

Other miscellaneous costs that the District may incur will include, but not limited to, legal fees, insurance, management fees, lending/bank fees, and bond fees.

EXHIBIT 1

Infrastructure

Location Map

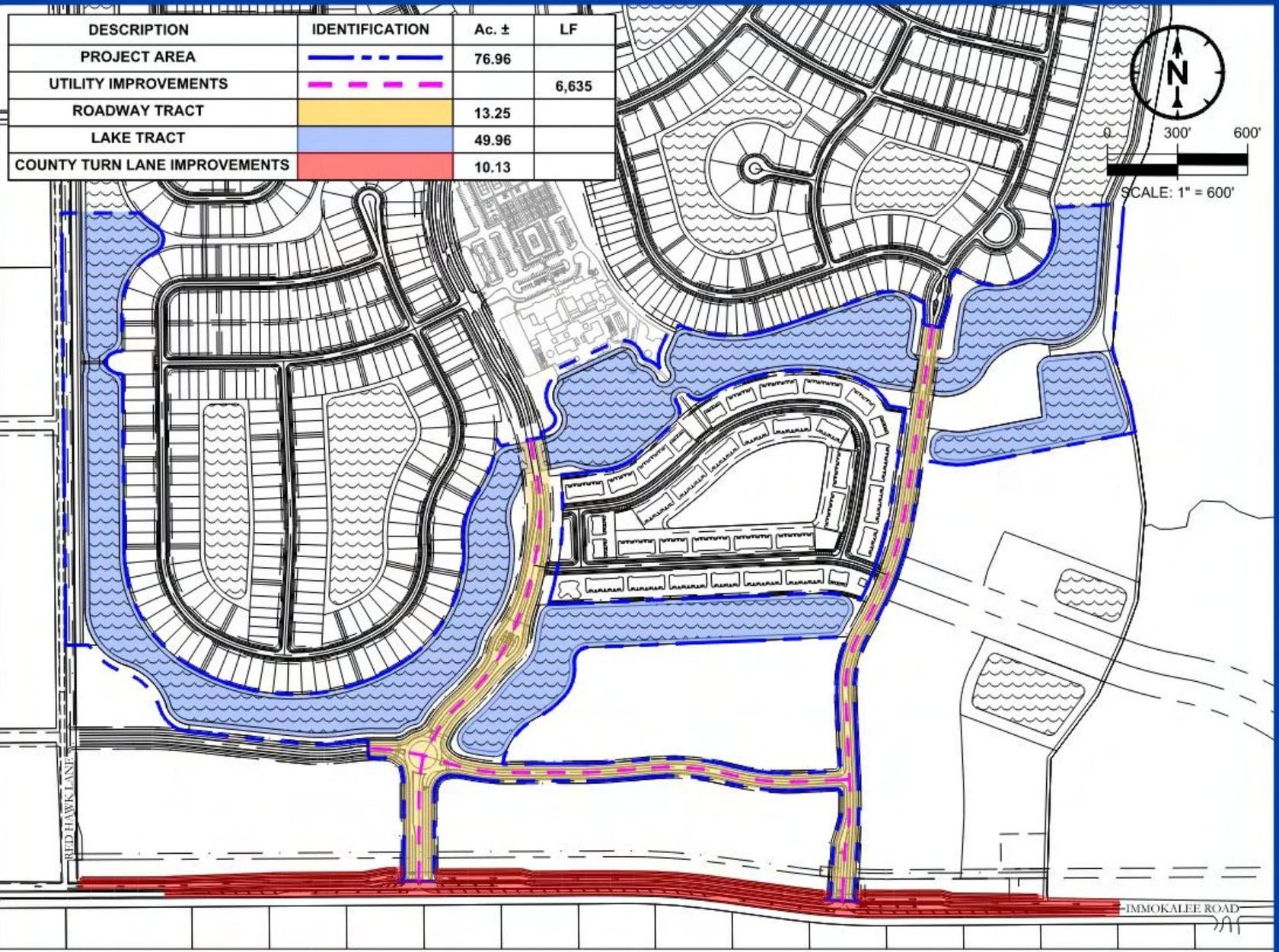


EXHIBIT 1
SERIES 2025 PROJECT IMPROVEMENTS

SECTION 3 OPINION OF PROBABLE CONSTRUCTION COSTS OF THE SERIES 2025 PROJECT

3.1 SUMMARY OF COSTS OF SERIES 2025 PROJECT

Table 2 presents a summary of the Series 2025 Project costs as described in Section 2 of this Supplemental Report.

**TABLE 2
OPINION OF PROBABLE COST FOR
SERIES 2025 PROJECT**

CATEGORIES	Total
Drainage/Stormwater Improvements	\$ 3,550,000.00
Roadway Improvements (Onsite and Offsite)	\$ 1,800,000.00
Utility Improvements	\$ 1,650,000.00
Professional Services, Permitting, and Miscellaneous Costs	\$ 7,800,000.00
Contribution of Real Property	\$3,859,514.02
Contingency	\$ 700,000.00
TOTAL	\$19,359,514.02

SECTION 4 REPORT MODIFICATION

During development and implementation of the improvements identified in this Supplemental Report, it may be necessary to make some modifications and deviations to the improvements. Therefore, if such modifications or deviations do not change the overall primary objective of this Report, then such changes will not materially affect the Report.

SECTION 5 ENGINEER'S CONCLUSION AND CERTIFICATION

It is my professional opinion that the infrastructure costs associated herein for the Series 2025 Project are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All infrastructure costs are authorized improvements or community facilities as set forth in section 190.012(1) and (2) of the Florida Statutes. The estimate of infrastructure construction costs is only an estimate and not a guaranteed maximum price. The estimated cost is based on current unit prices for ongoing and similar items of work in the County for the quantities as represented on construction plans. The future costs of labor, equipment, and material, coupled with changing regulations and construction process, are beyond our control. Due to this inherent opportunity for fluctuation of cost, the total final cost may be more or less than this estimate. Assuming construction of the Series 2025 Project continues in a timely manner, it is our opinion that the proposed improvements, if constructed and built in substantial accordance with the approved plans and specifications, can be completed and will meet their intended functions. Where necessary, historical costs and information from other professional or utility consultants and contractors have been used in the preparation of this Report. Consultants and contractors who have contributed to providing the cost data included in this Report are reputable entities in the Collier County area. It is therefore our opinion that the construction of the proposed Series 2025 Project can be completed at the cost stated.

Edward F. Tryka III, P.E.
Florida Registered Engineer No. 60284
LJA Engineering, Inc.
(Formerly: Agnoli, Barber & Brundage, Inc.)
Phone: 239-597-3111

APPENDIX A

Brightshore Permits And Approvals

COLLIER COUNTY PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
PL20240012346	EARLY WORK AUTHORIZATION	APPROVED	03-14-2025
PL20240012345	EXCAVATION PERMIT	APPROVED	04-03-2025
PRROW20240204550	IMMOKALEE RD TURN LANES RW PERMIT	APPROVED	04-03-2025
PL20240000773	PLANS AND PLAT (CONSTRUCTION)	APPROVED	05-13-2025
PRROW20241040568	IMMOKALEE RD ROUNDABOUT RW PERMIT	APPROVED	10-13-2025

FDEP PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
SAJ-2024-00966SACE	STATE 404 PROGRAM GENERAL PERMIT	PENDING	
365281-237-DS	WATER DISTRIBUTION PERMIT	APPROVED	05-19-2025
365281-238-DS/C	NORTH DRY LINE (WATER)	APPROVED	04-09-2025
365281-239-DS/C	SOUTH DRY LINE (WATER)	APPROVED	04-09-2025
348444-021-DWC	WASTEWATER COLLECTION PERMIT	APPROVED	05-19-2025
N/A	NPDES NOI PERMIT	NOT SUBMITTED	

SFWMD PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
230728-39628 / 11-109367-P	ERP - CONCEPTUAL	APPROVED	06-21-2024
241107-47387 / 11-109367-P	ERP – CONCEPTUAL MODIFICATION	APPROVED	05-23-2025
241111-47455 / 11-112183-P	ERP – CONSTRUCT AND OPERATE	APPROVED	05-30-2025
250131-49706 / 11-112688-W	WATER-USE DEWATERING PERMIT	APPROVED	07-01-2025

EXHIBIT 4

SERIES 2025 BONDS SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

November 10, 2025

Prepared for

**Board of Supervisors
Brightshore Community Development District**

Prepared by

**Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, FL 34102
REE-I.com**

Real Estate Econometrics, Inc.



1.0 Introduction

1.1 Purpose

This report (the "Series 2025 Bonds Supplemental Methodology") for the Brightshore Community Development District (the "District") supplements the Master Assessment Methodology Report ("Master Assessment Methodology Report") adopted by the Board of Supervisors of the District on February 12, 2024, and provides (1) the determination of the special and peculiar benefits that flow to the properties in the District as a logical connection from the infrastructure systems and facilities contemplated in the Capital Improvement Plan (the "CIP") adopted by the District constituting enhanced use and increased enjoyment of the property; and (2) apports the special benefits on a basis that is fair and reasonable. The District has adopted a CIP as outlined in the Master Engineer's Report ("Master Engineer's Report") dated December 11, 2023, that will allow for the development of property within the District. The District plans to fund the CIP through a combination of debt financing including but not limited to (1) the proceeds of bonds or bond anticipation notes payable from special assessments, and (2) contributions of components of the CIP by the Landowner (as defined herein) and other parties, or (3) combinations of the foregoing.

The District is currently planning to finance the CIP in multiple phases. The initial phase of the CIP consists of certain infrastructure improvements (the "Series 2025 Project") as more particularly described in the First Supplemental Engineer's Report for Brightshore Community Development District Series 2025 Project dated May 2, 2025 (the "Supplemental Engineer's Report"), and as set forth in Table 3 on page 4.

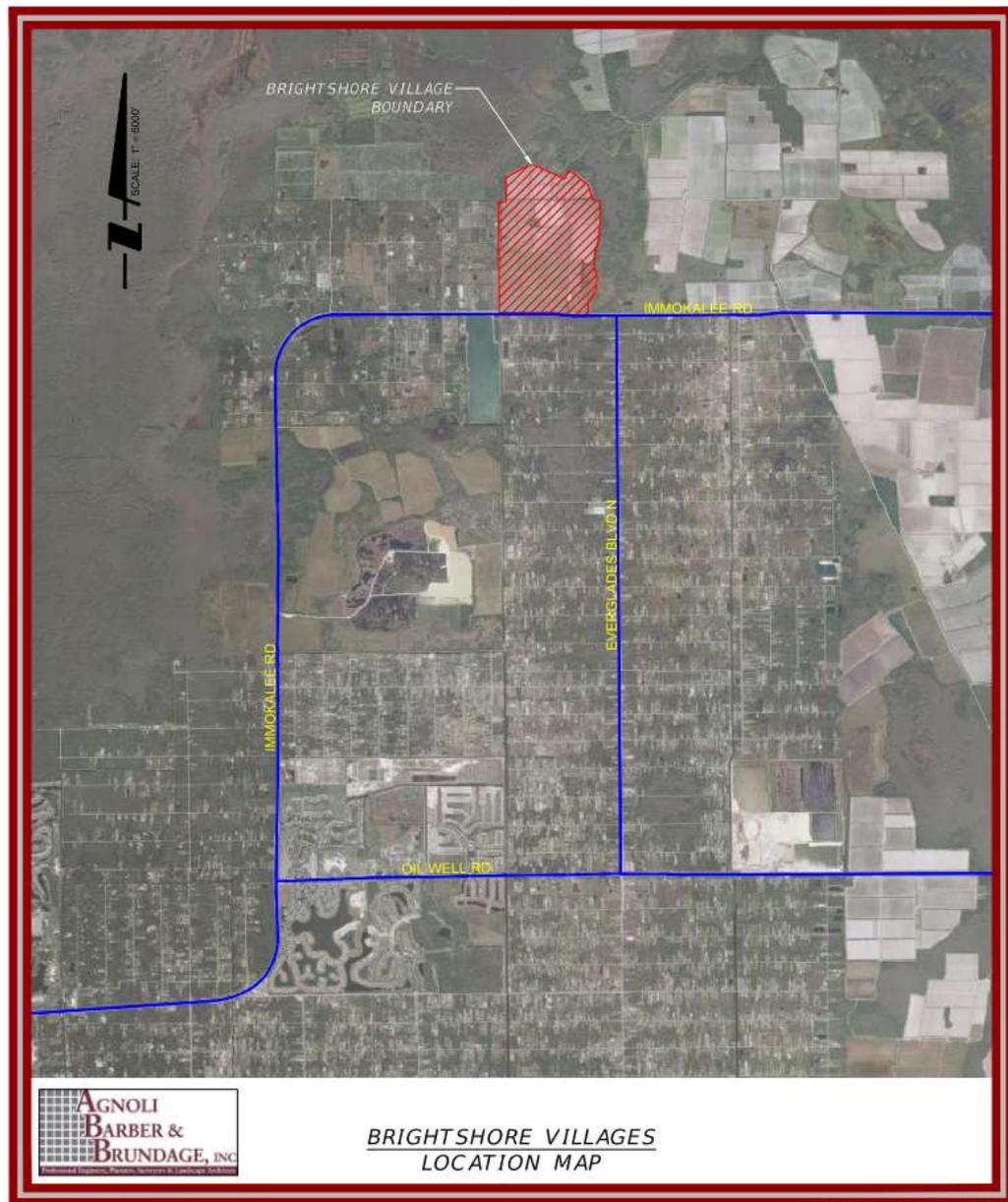
The principal and interest on any debt issued by the District is intended to be repaid from the proceeds of non-ad valorem special assessments that will constitute a lien, co-equal with the liens of State, County, municipal and school board taxes, against properties within the boundaries of the District that receive special benefits from the CIP. This Series 2025 Bonds Supplemental Methodology is intended to set forth a framework to apportion the special and peculiar benefits from the portions of the Series 2025 Project financed with the proceeds of the issuance by the District of its Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds") payable from and secured by non-ad valorem special assessments (the "Series 2025 Assessments") imposed and levied on certain developable properties within the District.

Real Estate Econometrics, Inc. ("Methodology Consultant") prepared this Series 2025 Bonds Supplemental Methodology, which is designed to conform to the requirements of the Florida Constitution, Chapters 170, 190 and 197, F.S. with respect to the Series 2025 Assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The Brightshore development (“Development”) is +/-681.45-acres located in Collier County, Florida. The District encompasses the entire +/-681.45-acres of the Development (See Location Map – Exhibit 1 below). The District was formed on December 13, 2022, by Ordinance 2022-50 enacted by the Collier County (“County”) Board of County Commissioners (the “Ordinance”), which Ordinance became effective December 22, 2022. The landowner of the property constituting the Development is Hogan Farms, LLC (the “Landowner”).

Exhibit 1 – Brightshore CDD Location Map



The development program (“Master Development Program”) shown in the Master Methodology Report included up to 1,250 single-family detached residential units of varying homesite sizes; up to 240 attached twin villas and townhomes (multi-family units); 350 apartment units; 120,000 square feet of commercial/retail; 20,000 square feet of civic, governmental & institutional uses; and 100,000 square feet of indoor self-storage use as shown in Table 1 below.

Table 1. Master Development Program

Product Type	Units	Square Feet
Twin Villas	240	
42' Homesites	396	
52' Homesites	498	
62' Homesites	356	
Apartments	350	
Goods & Services		120,000
Civic Governmental & Institutional		20,000
Indoor Self-Storage		100,000
	1,840	240,000

Source: Master Assessment Methodology Report

The Landowner has provided a revised development program (“Revised Development Program”) that includes up to 1,109 single-family residential units of varying homesite sizes; up to 380 attached twin villas and townhomes (multi-family units); 300 apartment units; 120,000 square feet of commercial/retail; 20,000 square feet of civic, governmental & institutional uses; and 100,000 square feet of indoor self-storage use as shown in Table 2 below.

Table 2. Revised Development Program

Product Type	Total Units	Square Feet
Townhomes & Villas	380	
36' Homesites	78	
42' Homesites	224	
52' Homesites	551	
62' Homesites	256	
Apartments	300	
Goods & Services		120,000
Civic Governmental & Institutional		20,000
Indoor Self-Storage		100,000
Totals	1,789	240,000

Source: Landowner

2.0 Finance Plan

2.1 Series 2025 Bonds Supplemental Methodology Development Program

The property within the District is being developed in preparation for selling parcels to builders who in turn will sell homesites to end-users. The Revised Development Program within the District is detailed in Table 2. The Revised Development Program is based upon the current development plan for the lands in the District provided by the Landowner and is consistent with the approved land uses and densities set forth in the property’s master planned unit development (“MPUD”) document and the approved Stewardship Receiving Area (“SRA”) designation.

2.2 Capital Improvement Program

LJA Engineering, Inc. (the “District Engineer”) has identified certain infrastructure improvements that may be provided by the District and has provided a cost estimate for the District’s CIP. The CIP is detailed in the Master Engineer’s Report and consists of earthwork, preserve and wastewater management; utilities; on-site and off-site roadways; perimeter landscape, perimeter walls; professional services permitting and misc. costs; contingency and capital improvement contributions (collectively, the “Improvements”).

As previously noted, the District intends to issue the Series 2025 Bonds to finance a portion of the costs of the CIP comprising the Series 2025 Project. Table 3 below summarizes the costs associated with the proposed Improvements included in the Series 2025 Project.

Table 3. Series 2025 Project.

DISTRICT INFRASTRUCTURE	Total
Drainage/Stormwater Management	\$3,550,000.00
Roadway Improvements (Onsite and Offsite)	1,800,000.00
Utility Improvements	1,650,000.00
Professional Services, Permitting and Miscellaneous Costs	7,800,000.00
Contribution of Real Property	3,859,514.02
Contingency	700,000.00
	\$19,359,514.02

Source: Supplemental Engineer’s Report

The portion of the Series 2025 Project Improvements to be financed does not include the capital improvement contributions provided by the Landowner in lieu of assessments being levied on the commercial and apartment elements of the development program that are located outside of the gate. The financed portion of the Series 2025 Project (“Series 2025 Financed Project”) is shown in Table 4 on the next page.

Table 4. Series 2025 Financed Project.

DISTRICT INFRASTRUCTURE	Total
Drainage/Stormwater Management	\$3,550,000.00
Roadway Improvements (Onsite and Offsite)	1,800,000.00
Utility Improvements	1,650,000.00
Professional Services, Permitting and Miscellaneous Costs	7,800,000.00
Contingency	700,000.00
	\$15,500,000.00

Source: Supplemental Engineer's Report

2.3 Bond Requirements

The District intends to finance all of the Series 2025 Financed Project shown in Table 4 by issuing the Series 2025 Bonds. A number of items comprise the final par bond requirements. These items may include but are not limited to capitalized interest, a debt service reserve fund, underwriter's discount, and issuance costs. For purposes of this Series 2025 Bonds Supplemental Methodology, allowances have been estimated for such items.

Table 5 below shows an estimate of the par amount of Series 2025 Bonds required to fund the Series 2025 Financed Project.

Table 5. Estimated Series 2025 Bonds Sources and Uses.

Average Coupon Interest Rate:	5.83%
Term:	30 Years
Capitalized Interest Term:	To 11/1/2026
Debt Service Reserve Fund Term:	50% of MADS
Underwriter Discount:	2.00%
Maximum Annual Debt Service:	\$1,278,568.00
<u>Sources</u>	
Par Amount	\$18,115,000.00
<u>Uses</u>	
Construction / Acquisition Fund	15,500,000.00
Debt Service Reserve Fund	639,284.00
Capitalized Interest to 11/01/26	1,434,755.55
Cost of Issuance	540,960.45
Check:	\$18,115,000.00

Source: MBS Capital Markets LLC

3.0 Assessment Methodology

3.1 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be levied, imposed and collected as co-equal first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

3.2 Structure – Series 2025 Bonds Supplemental Methodology Infrastructure improvements

Special and peculiar benefits flow from the systems, facilities and services provided as a logical connection to the property within the boundaries of the District. These special benefits are initially peculiar to the developable acreage, then to builder tracts, and later down to the actual platted units or parcels. The special benefits that justify imposing the assessment on the benefitted properties include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums when levied on the various platted units or parcels of property.

3.3 Assignment of Assessments to Platted Lands

It is useful to consider three broad states or conditions of development within the District. The initial condition is the unplatted state. At this point infrastructure may or may not be installed and in general, home sites or other development units have not been defined and all of the developable land within the District is considered unplatted acreage (“Unplatted Acres”). In the unplatted state, all of the lands within the District receive benefit from the components of the Series 2025 Project and assessments would be imposed upon all of the land within the District on an equal acre basis to repay the Series 2025 Bonds.

The second condition is the interim or approved state. At this point, the Landowner would have received approval for a site development plan from the County or the Landowner could have sold property and transferred entitlements to an unrelated party via contract or deed. By virtue of the County granting an approval for its site development plan for a neighborhood or non-residential land, certain development rights are committed to and peculiar to that neighborhood or non-residential land (or the Landowner transferring entitlements), thereby changing the character and value of the land. The new character and value in the land enhances the capacity of the Unplatted Acres within a neighborhood or non-residential land with the special and peculiar benefits flowing from components of the District's Series 2025 Project.

Development enters its third state as property is platted. Land becomes platted property ("Platted Property") when the land is platted as single family units or are platted (or condominiumized by the recording of a declaration of condominium document) or non-residential land uses receive a building permit, and/or a separate tax parcel identification number is issued for such parcel. At this point, and only at this point, is the use and enjoyment of the property fixed and determinable and it is only at this point that the ultimate special and peculiar benefit can be determined flowing from the components of the Series 2025 Project peculiar to such platted parcel. At this point, a specific apportionment of the assessment per unit will occur.

This apportionment of benefit shall be based on accepted practices for the fair and equitable apportionment of special and peculiar benefits in accordance with then applicable law and the procedure for the imposition, levy and collection of non-ad valorem special assessments as set forth in Florida Statutes and in conformity with the Constitution and laws of the State applicable to such assessments.

4.0 Par Debt and Assessment Determination

4.1 The Par Debt and Assessment Determination Process

Determining the par debt and assessments per product type begins by identifying all of the properties within the District Boundaries that are receiving benefit from the District's Series 2025 Project. The property types receiving benefit were previously identified in Table 2 on page 3.

The District anticipates issuing three tranches of bonds during the formative stages of the Development. Each bond issue will be apportioned to each of the four (4) builder tracts based on the total development plan for each builder tract. The par debt is apportioned based on the Equivalent Residential Unit factor (“ERU”) as determined by the average building square feet by product type. The Consultant researched the local market area to establish the average rounded square feet of a home built on the corresponding lot size. The base equivalent unit is 2,200 square feet which is the average square foot of a home on a 52’ homesite. The ERU for each product type is based off of that ERU factor of 1.0 and the average square feet for each product type. The related ERU calculations are shown in Table 6 below.

Table 6. Brightshore CDD ERU Factor Calculations.

Product Type	Units/Sq. Ft.	Average Sq.	ERU FACTOR	Total ERUs
		Ft./Unit*		
Townhomes & Villas	380	1,800	0.82	310.91
36' Homesites	78	1,800	0.82	63.82
42' Homesites	224	2,000	0.91	203.64
52' Homesites	551	2,200	1.00	551.00
62' Homesites	256	2,400	1.09	279.27
Apartments	300	638	0.29	87.00
Goods & Services	120,000	0.63	0.0003	34.55
Civic Governmental & Institutional	20,000	0.63	0.0003	5.76
Indoor Self-Storage	100,000	0.63	0.0003	28.79
Total				1,564.74

* - 52' Homesite serves as the base equivalent of 1.00.

Source: Methodology Consultant.

4.2 Contribution of District Infrastructure, Real Property and/or Other Improvements

It is important to first consider the contribution of funds, Series 2025 Project components, real property or other consideration (“Contribution”) to the District to offset assessment credits that can be used to adjust special assessment levels of specifically identified product types or units on certain benefited properties retained by the Landowner. The Landowner will have the opportunity to make such a Contribution upon approval by the District.

A Contribution will give rise to assessment credits that can be applied by the Landowner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the Series 2025 Project and/or future projects undertaken by the District. Prior to a Landowner reduction or elimination of bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the Series 2025 Project, as outlined in the Supplemental Engineer’s Report. The overall CIP from the Master Engineer’s Report is \$78,650,000.00. As of the date of this report, the total estimated CIP to be financed by bonds is \$38,686,506.25 as shown by proposed bond tranches in Table 7 below.

Table 7. Total Estimated CIP to be Financed by Bonds.

SERIES 2025	TRANCHE 2*	TRANCHE 3**	Total Estimated CIP to be Financed by Bonds
\$15,500,000.00	\$14,000,000.00	\$9,186,506.25	\$38,686,506.25

* - Estimated May 1, 2026 issue date.
 ** - Estimated November 1, 2026 Issue Date. Based on target net assessment of \$2,200 per EAU.
Source: MBS Capital Markets LLC.

A landowner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District such that the property would not be responsible for bond financing costs if the Contribution was made or pledged to be paid prior to the District’s issuance of the Series 2025 Bonds or prior to future contemplated bonds. A landowner possessing assessment credits due to a Contribution will, at the District’s discretion, have the opportunity to use the assessment credits to adjust special assessment levels of specifically identified product types or units.

In order to implement the Series 2025 Project, it was determined that it was in the District’s best interest to obtain certain parcels of real property or required easements and rights of way.

The Landowner of the necessary real property has agreed to transfer title for such property to the District in return for a reduction or corresponding credit to special assessments to be levied upon certain benefited properties retained by the Landowner. The value of the property to be transferred to the District is valued to be in excess of \$3,859,514.02 of benefit being received by the product types listed below, designated as ‘Outside the Gate’; based upon independent appraisal. Therefore, that amount was reflected as a credit to the project cost, prior to financing, to extinguish anticipated liens for certain properties and uses set forth in Table 2 on page 3.

The allocation and apportionment along with the Contribution credit is shown in Table 8 below.

Table 8. Total Projected Bond Financed CIP Benefit Allocation and Contribution by Product Type and based on ERUs.*

Product Type	% ERUs	Total Bond Financed CIP
Townhomes & Villas	19.87%	\$7,686,886.96
36' Homesites	4.08%	\$1,577,834.69
42' Homesites	13.01%	\$5,034,686.20
52' Homesites	35.21%	\$13,622,871.89
62' Homesites	17.85%	\$6,904,712.50
Apartments	5.56%	\$2,150,979.77
Goods & Services	2.21%	\$854,267.12
Civic Governmental & Institutional	0.37%	\$142,377.85
Indoor Self-Storage	1.84%	\$711,889.27
Totals	100.00%	\$38,686,506.25

\$3,859,514.02

Source: Methodology Consultant.

*Based on certain financing assumption, subject to change.

The District Board of Supervisors approved an updated appraisal report prepared by Integra Realty Resources at its October 13, 2025, board meeting. That report appraised the District lands at \$150,000 per acre in its current state. Based on the land valuation report, the Landowner would be required to donate a minimum of 25.73 acres as shown in Table 9 below as a credit to the project cost, prior to financing, to extinguish anticipated liens for certain properties and uses.

Table 9. Acreage Donation Calculation in lieu of anticipated Liens.

Outside the Gate Benefit Allocation	Land Valuation per Acre	Financed Acres to be
\$3,859,514.02	\$150,000	25.73

Source: Methodology Consultant and Integra Realty Services Appraisal Report

4.3 Allocation of the District Series 2025 Financed Project to Product Types

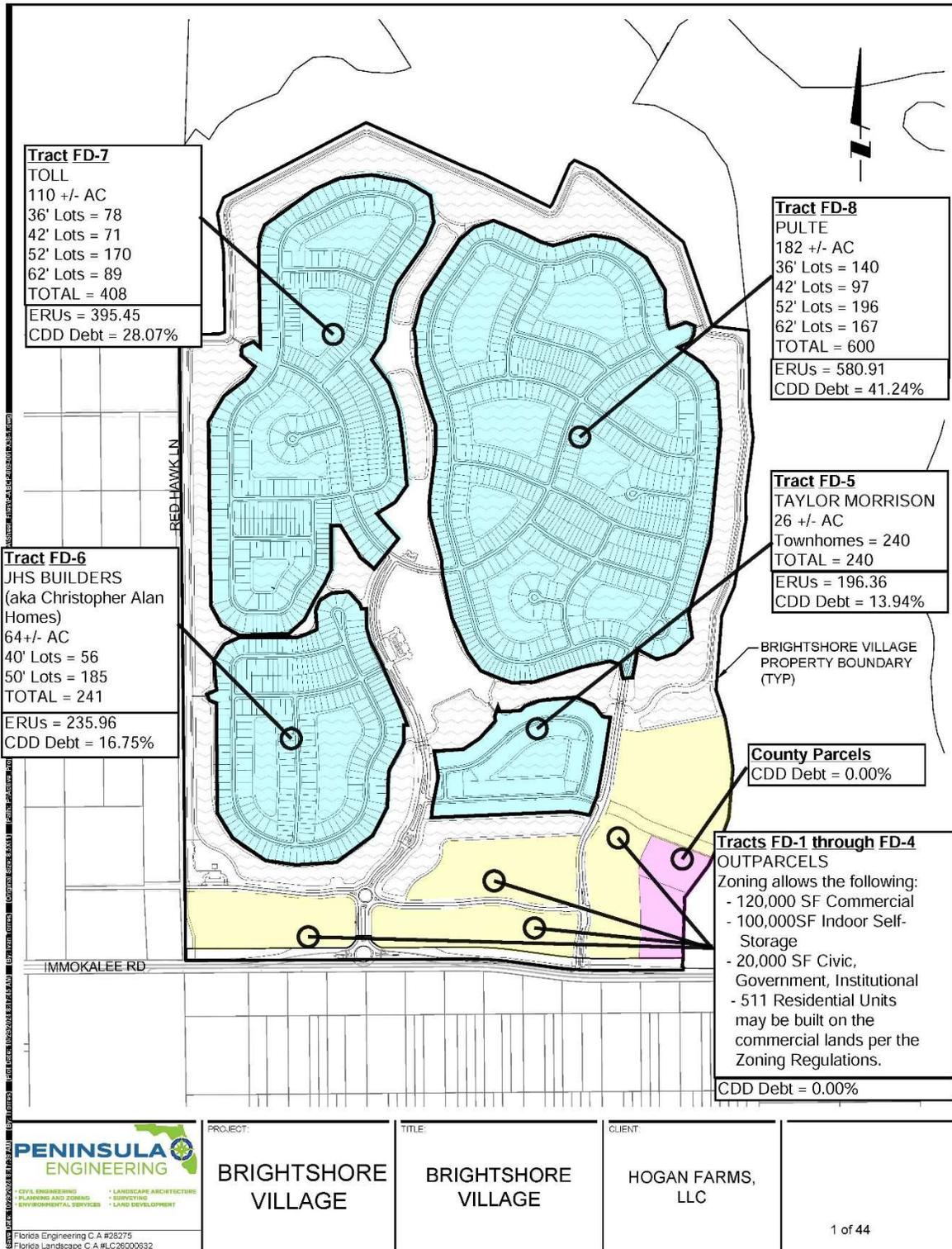
Once the Contribution benefit calculation credit of \$3,859,514.02 is determined as shown on Table 8 above, the total Series 2025 Financed Project remaining is \$15,500,000.00 and is allocated by ERUs to the builder tracts as described in the builder allocations section starting on the next page.

Builder Allocations

The par debt will be initially placed on the total developable acres within the District since there are no plats recorded as of the date of this Series 2025 Bonds Supplemental Methodology. Prior to the issuance of the Series 2025 Bonds, it is anticipated that four (4) builder tracts will be sold and/or platted. Therefore, the Methodology Consultant is anticipating allocating the CIP to the four (4) builder tracts from the overall developable acreage based on ERUs and each builder's proposed development plan and product mix. Exhibit 2 on the next page shows the proposed builder tracts, the developable acreage and product mixes.

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Exhibit 2 – Proposed Brightshore Builder Tracts and Product Mixes.



Source: Peninsula Engineering

The builders, their respective tracts, product types, total units and ERUs are shown in Table 10 below.

Table 10. Builder Tracts ERU Calculations.

Product Type	Total Units	ERU Factor	Taylor Morrison	Christopher Alan Homes	Toll Brothers	Pulte Homes	Total ERUs
			Tract FD-5	Tract FD-6	Tract FD-7	Tract FD-8	
Townhomes & Villas	380	0.82	240			140	310.91
36' Homesites	78	0.82			78		63.82
42' Homesites	224	0.91		56	71	97	203.64
52' Homesites	551	1.00		185	170	196	551.00
62' Homesites	256	1.09			89	167	279.27
Total Units and ERUs	1,489		196.36	235.91	395.45	580.91	1,408.64
% of CIP Allocation			13.94%	16.75%	28.07%	41.24%	100.00%

Source: Peninsula Engineering and Methodology Consultant

The allocation of the Series 2025 Project to each of the builders based on the ERU benefits determined for each builder is shown in Table 11 below.

Table 11. Allocation of Series 2025 Financed Project by Builder.

Builder	Percent ERUs by Builder (Table 10)	Series 2025 Project Allocation by Homebuilder
Taylor Morrison	13.94%	2,160,700.00
Christopher Alan Homes	16.75%	2,596,250.00
Toll Brothers	28.07%	4,350,850.00
Pulte Homes	41.24%	6,392,200.00
	100.00%	15,500,000.00

Source: Methodology Consultant.

5.0 CALCULATION OF SERIES 2025 FINANCED PROJECT COSTS TO BUILDERS

With the benefitting Series 2025 Financed Project calculations established by builder, the next step is to calculate the par debt allocations and maximum annual debt service (“MADS”) allocations per builder.

To determine those par debt and MADS allocations, the Methodology Consultant utilized the same Series 2025 Financed Project allocations and benefit calculations that are previously shown in Table 11 above. The Series 2025 Financed Project total shown in Table 4 is shown as financed in Table 12 on the next page.

TABLE 12. Series 2025 Project and Series 2025 Bonds*

	Total Series 2025 Project
Series 2025 Financed Project (Table 4)	\$15,500,000.00
Series 2025 Bonds* (Table 5)	\$18,115,000.00

**Preliminary, subject to change.*

Source: Supplemental Engineer's Report, MBS Capital Markets, LLC, and Methodology Consultant

The Series 2025 Financed Project is next allocated to each builder and their respective tracts. The allocation methodology process is shown in previous Tables 6 through 12. Those allocations of benefit to builder tracts establish the maximum par debt per builder tract as shown in Table 13 below.

TABLE 13. Total Series 2025 Financed Project by Par Debt per Builder

Builder	Percent ERUs by Builder (Table 10)	Debt Allocation by Homebuilder
Taylor Morrison	13.94%	\$2,525,231.00
Christopher Alan Homes	16.75%	\$3,034,262.50
Toll Brothers	28.07%	\$5,084,880.50
Pulte Homes	41.24%	\$7,470,626.00
	100.00%	\$18,115,000.00

Source: Supplemental Engineer's Report and Methodology Consultant

Finally, the MADS as shown in Table 3 (\$1,278,568.00) is allocated by builder tract to determine the maximum annual debt service assessment by builder tract and the assessable ERUs per builder tract as shown in Table 14 below.

TABLE 14. Maximum Annual Debt Service by Builder

Builder	Percent ERUs by Builder (Table 10)	Series 2025 MADS Allocation by Builder*	Target Net Annual Assessment per ERU	Series 2025 Assessable ERUs per Builder**
Taylor Morrison	13.94%	\$178,232.38	\$2,200.00	81.01
Christopher Alan Homes	16.75%	\$214,160.14	\$2,200.00	97.35
Toll Brothers	28.07%	\$358,894.04	\$2,200.00	163.13
Pulte Homes	41.24%	\$527,281.45	\$2,200.00	239.67
	100.00%	\$1,278,568.00		581.17

** - MADS is net of collection costs and early payment discount.*

*** Assessable ERUs equals maximum debt capacity for platted units for Series 2025 Bonds.*

Source: MBS Capital Markets LLC and Methodology Consultant

Initial par debt and assessments are allocated to each builder as shown previously in Tables 13 and 14. Future bond issuances and their corresponding par debt and MADS will be allocated to each builder as described in Tables 6 through 12.

Assessments will be determined and assigned to platted lots as plats are recorded by the builders up to the amount of each tranche of debt issued. The residual par debt remaining, if any, will be allocated to the remaining unplatted land within each builder tract.

The total planned par debt and MADs that will be assigned to each product type by builder pod as they become platted is shown in Table 15 below.

TABLE 15. Total Planned Maximum Annual Debt Service by Product Type

Builder	Product	Units	Assigned Net		Assigned Par Debt/Unit	Total Par Debt Allocation
			Assessment	Total MADs		
Taylor Morrison	Townhomes & Villas	240	\$1,800	\$432,000	\$25,550.82	\$6,132,197.48
Christopher Alan Homes	42' Homesites	56	\$2,000	\$112,000	\$28,389.80	\$1,589,828.98
	52' Homesites	185	\$2,200	\$407,000	\$31,228.78	\$5,777,324.94
Toll Brothers	36' Homesites	78	\$1,800	\$140,400	\$25,550.82	\$1,992,964.18
	42' Homesites	71	\$2,000	\$142,000	\$28,389.80	\$2,015,676.02
	52' Homesites	170	\$2,200	\$374,000	\$31,228.78	\$5,308,893.19
	62' Homesites	89	\$2,400	\$213,600	\$34,067.76	\$3,032,030.98
Pulte Homes	Townhomes & Villas	140	\$1,800	\$252,000	\$25,550.82	\$3,577,115.20
	42' Homesites	97	\$2,000	\$194,000	\$28,389.80	\$2,753,810.91
	52' Homesites	196	\$2,200	\$431,200	\$31,228.78	\$6,120,841.56
	62' Homesites	167	\$2,400	\$400,800	\$34,067.76	\$5,689,316.55
		1,489		\$3,099,000		\$43,990,000.00

Source: MBS Capital Markets LLC and Methodology Consultant

The par debt allocation and assessments represent the special and peculiar benefit each property receives as a logical connection from the systems, facilities and services constituting the District’s CIP. The par debt and assessments are also fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed and they are measured with mathematical certainty by using professionally acceptable measuring guidelines.

6.0 SPECIAL AND PECULIAR BENEFIT TO THE PROPERTY

Improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the systems, facilities and services to property within the District in order to develop such property and use it for residential and other purposes. Absent the construction or provision of the District’s CIP, there would be no infrastructure to support the development of land within the District and such development would be prohibited by law.

While the general public and property owners outside the District will benefit from the provision of the District's CIP, these benefits are incidental to the benefits derived from property within the District which is dependent upon the District's CIP to develop the property within such boundaries. This fact alone clearly distinguishes the special and peculiar benefits which lands within the District receive compared to those properties lying outside of the District's boundaries and establishes that the CIP has a nexus to the value and the use and enjoyment of the lands within the District.

7.0 REASONABLE AND FAIR APPORTIONMENT OF THE DUTY TO PAY

The special and peculiar benefits from the component systems and facilities and services of the Series 2025 Project, as part of the District's CIP, have been determined and apportioned to the undeveloped land on an equal developable acre basis. As land is platted, the benefits will be apportioned to each platted unit as provided in this Series 2025 Bonds Supplemental Methodology and any additional supplemental methodologies.

The duty to pay the non-ad valorem special assessments as set forth above is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the acquisition and/or construction of the Series 2025 Project (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to the reasonable estimates of the special and peculiar benefits including enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums and conferred on the land as provided by the Series 2025 Project for the reasons set forth above.

Accordingly, no acre of property within the District will be assessed for the payment of any non-ad valorem special assessment pursuant to this Series 2025 Bonds Supplemental Methodology in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

If unplatted land is sold with entitlements, then the corresponding debt related to those entitlements is allocated to such land accordingly.

Note that while an amenity facility will be located within District boundaries, it will not be assessed as it will be owned by the Brightshore Master Property Owners Association ("BMPOA") and the District does not assess common elements of the BMPOA, which is consistent with Florida Law.

8.0 TRUE-UP MECHANISM – SERIES 2025 BONDS SUPPLEMENTAL METHODOLOGY

In order to assure that the Series 2025 Assessments per acre will not be disproportionately apportioned to any acre, a “true up” test shall be applied at various percentages of development, to ensure that, due to the level of development on any one parcel of land, the Series 2025 Assessments on any other parcel of land cannot exceed the special and peculiar benefit which can be apportioned to such parcel in accordance with any then-applicable assessment methodology.

True up tests will be required upon the completion of platting within each builder tract. The final true up test would compare the initial development plan (product mix) for each builder to the actual platted lots per the plat and a true up payment would be required if the amount of allocated par debt per builder tract exceeds the amount of par debt allocated based on the initial development plan. That could occur if the builder develops a lesser amount of units per the development plan mix or the final plat development mix does not match the initial development plan mix.

9.0 COVENANT TO PAY

All Series 2025 Assessments levied are a lien on and run with the land. The owner of record at the time the annual assessment roll is developed will have the responsibility to make the annual debt service assessment payments.

10.0 PRELIMINARY ASSESSMENT ROLL

The following Appendix 1 shows the Series 2025 Bonds Supplemental Methodology allocated par debt on a per developable acre basis within each tract by builder. The acreage shown by builder tract represents 100% of the net developable acreage less the commercial and apartment acreage within the District. Debt service payments shall be paid in thirty (30) annual installments. Appendix 1 also shows the legal descriptions for each builder tract.

APPENDIX 1

Par Debt Per Builder – Preliminary Assessment Roll

Tract Identification	Builder	Par debt (Table 13)	Acres	Par Debt Per Acre	ERUs (Table 14)	Par Debt Per ERU
Tract FD-5	Taylor Morrison	\$2,525,231.00	26	\$97,124.27	81.01	\$31,170.03
Tract FD-6	Christopher Alan	\$3,034,262.50	64	\$47,410.35	97.35	\$31,170.03
Tract FD-7	Toll Brothers	\$5,084,880.50	110	\$46,226.19	163.13	\$31,170.03
Tract FD-8	Pulte Homes	\$7,470,626.00	182	\$41,047.40	239.67	\$31,170.03
TOTALS		\$18,115,000.00	382	\$47,421.47	581.17	

LEGAL DESCRIPTIONS FOLLOW

TRACT FD-5

Taylor Morrison



LEGAL DESCRIPTION

OF PART OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.

(FUTURE BRIGHTSHORE VILLAGE - TRACT "FD-5" - TAYLOR MORRISON PARCEL)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION NORTH 00°33'31" WEST 1,221.65 FEET;
THENCE LEAVING SAID WEST LINE NORTH 89°26'29" EAST 2,060.49 FEET TO THE **POINT OF BEGINNING**;
THENCE 560.54 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,351.00 FEET THROUGH A CENTRAL ANGLE OF 23°46'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°26'55" EAST 556.53 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 83°33'45" EAST, A DISTANCE OF 183.56 FEET;
THENCE 150.93 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 32°01'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 67°32'53" EAST 148.98 FEET TO A POINT OF COMPOUND CURVE;
THENCE 228.35 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,520.00 FEET THROUGH A CENTRAL ANGLE OF 05°11'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 48°56'15" EAST 228.27 FEET TO A POINT OF COMPOUND CURVE;
THENCE 86.35 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 82°27'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°06'38" EAST 79.09 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 92.14 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 175°58'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 51°52'04" EAST 59.96 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 85.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 81°51'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 81°04'15" EAST 78.61 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 647.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 780.00 FEET THROUGH A CENTRAL ANGLE OF 47°34'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°47'31" EAST 629.27 FEET TO A POINT OF COMPOUND CURVE;
THENCE 208.74 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 262.00 FEET THROUGH A CENTRAL ANGLE OF 45°38'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 51°35'38" EAST 203.27 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 81°34'47" EAST, A DISTANCE OF 72.56 FEET;



THENCE SOUTH 08°25'13" WEST 396.61 FEET;
THENCE 449.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,438.00 FEET THROUGH A CENTRAL ANGLE OF 17°55'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°22'49" WEST 447.93 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 69°19'36" WEST, A DISTANCE OF 1.24 FEET;
THENCE 184.13 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 458.00 FEET THROUGH A CENTRAL ANGLE OF 23°02'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 80°50'38" WEST 182.89 FEET;
THENCE SOUTH 87°38'21" WEST 1,158.19 FEET TO THE **POINT OF BEGINNING**.

- CONTAINING 26.27 ACRES MORE OR LESS.
- SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST COLLIER COUNTY, FLORIDA BEING NORTH 0°33'31" WEST.

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

August 6th, 2024
DATE OF SURVEY

REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT-FD-05-TMOR\SKETCH\S-BS-PH1-FD05-SK-01.dwg

TRACT FD-6

Christopher Alan Homes



LEGAL DESCRIPTION
OF PART OF THE NORTH HALF OF
SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.
(FUTURE BRIGHSHORE VILLAGE – TRACT “FD-6” – CHRISTOPHER ALAN HOMES PARCEL)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH,
RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 19
NORTH 00°33'31" WEST 1,458.84 FEET;
THENCE LEAVING SAID WEST LINE NORTH 89°26'29" EAST 253.00 FEET TO THE POINT OF
BEGINNING;
THENCE NORTH 00°33'31" WEST 764.61 FEET;
THENCE 58.26 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE
NORTH HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 33°22'55" AND
BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 70°28'21" WEST 57.44 FEET TO A
POINT OF COMPOUND CURVE;
THENCE 79.02 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A
RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 113°11'07" AND BEING SUBTENDED
BY A CHORD WHICH BEARS NORTH 02°48'40" EAST 66.78 FEET TO A POINT OF COMPOUND
CURVE;
THENCE 52.39 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A
RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 30°01'05" AND BEING SUBTENDED
BY A CHORD WHICH BEARS NORTH 74°24'46" EAST 51.79 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00°33'31" WEST, A
DISTANCE OF 184.00 FEET;
THENCE 419.40 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST
HAVING A RADIUS OF 267.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING
SUBTENDED BY A CHORD WHICH BEARS NORTH 44°26'29" EAST 377.60 FEET;
THENCE NORTH 89°26'29" EAST 306.63 FEET;
THENCE 198.21 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A
RADIUS OF 999.00 FEET THROUGH A CENTRAL ANGLE OF 11°22'04" AND BEING SUBTENDED
BY A CHORD WHICH BEARS NORTH 83°45'27" EAST 197.88 FEET TO A POINT OF COMPOUND
CURVE;
THENCE 169.01 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST
HAVING A RADIUS OF 110.00 FEET THROUGH A CENTRAL ANGLE OF 88°02'06" AND BEING
SUBTENDED BY A CHORD WHICH BEARS NORTH 34°03'23" EAST 152.87 FEET TO A POINT OF
REVERSE CURVATURE;
THENCE 201.86 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A
RADIUS OF 205.00 FEET THROUGH A CENTRAL ANGLE OF 56°25'03" AND BEING SUBTENDED
BY A CHORD WHICH BEARS NORTH 18°14'51" EAST 193.80 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 43°32'37" EAST, A DISTANCE
OF 10.00 FEET;
THENCE 417.53 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE
SOUTH HAVING A RADIUS OF 195.00 FEET THROUGH A CENTRAL ANGLE OF 122°40'52" AND
BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 72°12'11" EAST 342.22 FEET;



THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 79°08'15" EAST, A DISTANCE OF 32.27 FEET;
THENCE 407.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 30°18'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°47'55" EAST 402.91 FEET;
THENCE SOUTH 26°57'19" EAST 456.06 FEET;
THENCE 191.68 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 487.00 FEET THROUGH A CENTRAL ANGLE OF 22°33'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°40'47" EAST 190.44 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°35'45" WEST, A DISTANCE OF 20.00 FEET;
THENCE 319.49 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 39°11'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°11'42" WEST 313.30 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 224.16 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 38°34'08" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°30'34" WEST 219.95 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 606.34 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 61°16'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°51'38" WEST 577.86 FEET TO A POINT OF COMPOUND CURVE;
THENCE 959.12 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 867.00 FEET THROUGH A CENTRAL ANGLE OF 63°23'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 89°11'16" WEST 910.95 FEET TO A POINT OF COMPOUND CURVE;
THENCE 579.53 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 58°33'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°50'22" WEST 554.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 64.15 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 19 BEING NORTH 00°33'31" WEST.

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

JANUARY 16TH, 2025
DATE OF SURVEY

REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT_FD-06-CAH\SKETCH\S-B5-PH1-FD06-SK-01.dwg

TRACT FD-7

Toll Brothers



LEGAL DESCRIPTION

OF PART OF SECTIONS 18 AND 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.

(FUTURE BRIGHTSHORE VILLAGE - TRACT "FD-7" - TOLL BROTHERS PARCEL)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH,
RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE NORTH LINE OF SAID SECTION 19 NORTH 89°41'52" EAST 691.89 FEET
TO THE POINT OF BEGINNING;
THENCE LEAVING SAID NORTH LINE NORTH 00°56'08" WEST 669.85 FEET;
THENCE 514.98 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST
HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 63°10'56" AND BEING
SUBTENDED BY A CHORD WHICH BEARS NORTH 30°39'20" EAST 489.28 FEET;
THENCE NORTH 62°14'48" EAST 361.97 FEET;
THENCE 694.42 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A
RADIUS OF 767.00 FEET THROUGH A CENTRAL ANGLE OF 51°52'25" AND BEING SUBTENDED
BY A CHORD WHICH BEARS NORTH 88°11'01" EAST 670.94 FEET;
THENCE SOUTH 65°52'47" EAST 41.32 FEET;
THENCE 554.22 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A
RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 100°10'20" AND BEING
SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°47'37" EAST 486.28 FEET;
THENCE SOUTH 34°17'33" WEST 428.10 FEET;
THENCE 181.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A
RADIUS OF 433.00 FEET THROUGH A CENTRAL ANGLE OF 24°03'05" AND BEING SUBTENDED
BY A CHORD WHICH BEARS SOUTH 22°16'01" WEST 180.43 FEET;
THENCE SOUTH 10°14'28" WEST 278.11 FEET;
THENCE 228.15 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST
HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 27°59'28" AND BEING
SUBTENDED BY A CHORD WHICH BEARS SOUTH 24°14'12" WEST 225.88 FEET;
THENCE 171.56 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE
SOUTHWEST HAVING A RADIUS OF 1,251.00 FEET THROUGH A CENTRAL ANGLE OF
07°51'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 33°58'59" EAST 171.42
FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 59°56'44" WEST, A
DISTANCE OF 10.00 FEET;
THENCE 523.75 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE
WEST HAVING A RADIUS OF 1,241.00 FEET THROUGH A CENTRAL ANGLE OF 24°10'52" AND
BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°57'50" EAST 519.87 FEET;
THENCE SOUTH 05°52'24" EAST 288.37 FEET;
THENCE 85.81 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A
RADIUS OF 307.00 FEET THROUGH A CENTRAL ANGLE OF 16°00'54" AND BEING SUBTENDED
BY A CHORD WHICH BEARS SOUTH 02°08'03" WEST 85.53 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 79°51'30" EAST, A DISTANCE
OF 10.00 FEET;
THENCE 386.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE
NORTHWEST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 69°47'27"

2600 Golden Gate Parkway, Naples, Florida, 34105 Office 239.403.6700 Fax 239.261.1797
Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

Page | 1



AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45°02'13" WEST 362.70 FEET;
THENCE 288.66 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE
NORTHEAST HAVING A RADIUS OF 681.00 FEET THROUGH A CENTRAL ANGLE OF 24°17'12"
AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 37°47'52" EAST 286.51 FEET TO
A POINT OF COMPOUND CURVE;
THENCE 12.11 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST
HAVING A RADIUS OF 531.00 FEET THROUGH A CENTRAL ANGLE OF 01°18'23" AND BEING
SUBTENDED BY A CHORD WHICH BEARS SOUTH 50°35'39" EAST 12.11 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 38°45'09" WEST, A
DISTANCE OF 198.00 FEET;
THENCE 11.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE
NORTHEAST HAVING A RADIUS OF 729.00 FEET THROUGH A CENTRAL ANGLE OF 00°56'22"
AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50°46'40" WEST 11.95 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 39°41'31" WEST, A
DISTANCE OF 130.00 FEET;
THENCE 5.50 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE
NORTHEAST HAVING A RADIUS OF 859.00 FEET THROUGH A CENTRAL ANGLE OF 00°22'01"
AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50°07'28" WEST 5.50 FEET TO A
POINT OF COMPOUND CURVE;
THENCE 420.77 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST
HAVING A RADIUS OF 1,009.00 FEET THROUGH A CENTRAL ANGLE OF 23°53'36" AND BEING
SUBTENDED BY A CHORD WHICH BEARS NORTH 37°59'40" WEST 417.73 FEET TO A POINT
OF REVERSE CURVATURE;
THENCE 134.84 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A
RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 154°30'39" AND BEING SUBTENDED
BY A CHORD WHICH BEARS SOUTH 76°41'49" WEST 97.54 FEET;
THENCE SOUTH 00°33'31" EAST 270.56 FEET;
THENCE 204.41 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A
RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 35°29'25" AND BEING SUBTENDED
BY A CHORD WHICH BEARS SOUTH 17°11'11" WEST 201.16 FEET;
THENCE SOUTH 34°55'54" WEST 138.59 FEET;
THENCE 72.85 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST
HAVING A RADIUS OF 235.00 FEET THROUGH A CENTRAL ANGLE OF 17°45'38" AND BEING
SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°03'05" WEST 72.55 FEET TO A POINT OF
REVERSE CURVATURE;
THENCE 399.85 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST
HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 72°16'13" AND BEING
SUBTENDED BY A CHORD WHICH BEARS SOUTH 53°18'22" WEST 373.86 FEET;
THENCE SOUTH 89°26'29" WEST 216.84 FEET;
THENCE 497.94 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST
HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING
SUBTENDED BY A CHORD WHICH BEARS NORTH 45°33'31" WEST 448.31 FEET;
THENCE NORTH 00°33'31" WEST 1,342.20 FEET;
THENCE 586.03 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST
HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 59°13'07" AND BEING
SUBTENDED BY A CHORD WHICH BEARS NORTH 29°03'03" EAST 560.29 FEET TO A POINT OF
REVERSE CURVATURE;



THENCE 180.82 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 31°06'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°06'14" EAST 178.61 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 62°27'09" WEST, A DISTANCE OF 63.62 FEET;
THENCE 19.45 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 11°08'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 68°01'29" WEST 19.42 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 285.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 204°45'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 28°46'55" EAST 156.28 FEET;
THENCE SOUTH 48°50'20" EAST 48.74 FEET;
THENCE 17.86 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 03°04'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00°36'04" EAST 17.86 FEET;
THENCE NORTH 00°56'08" WEST 78.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 109.66 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 BEING NORTH 89°41'52" EAST.

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

September 16TH, 2024
DATE OF SURVEY

REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT-FD23-TOLL-BROS\BOUNDARY\S-BS-PH1-FD23-SU-01.dwg

TRACT FD-8

Pulte Homes



LEGAL DESCRIPTION

OF PART OF SECTIONS 18 AND 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.
(FUTURE BRIGHTSHORE VILLAGE – TRACT “FD-8” – PULTE PARCEL)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE NORTH LINE OF SAID SECTION 19 SOUTH 89°43'59" WEST 1,025.60 FEET TO THE **POINT OF BEGINNING**;
THENCE LEAVING SAID NORTH LINE 71.19 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 70.00 FEET THROUGH CENTRAL ANGLE OF 58°16'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°52'37" WEST 68.17 FEET;
THENCE SOUTH 58°00'50" WEST 107.28 FEET;
THENCE 136.00 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 431.00 FEET THROUGH A CENTRAL ANGLE OF 18°04'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 51°27'17" EAST 135.44 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 488.26 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 469.00 FEET THROUGH A CENTRAL ANGLE OF 59°38'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 30°40'12" EAST 466.51 FEET TO A POINT OF COMPOUND CURVE;
THENCE 1,703.05 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 5,169.00 FEET THROUGH A CENTRAL ANGLE OF 18°52'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 08°35'35" WEST 1,695.35 FEET TO A POINT OF COMPOUND CURVE;
THENCE 64.00 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 869.00 FEET THROUGH A CENTRAL ANGLE OF 04°13'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 20°08'30" WEST 63.98 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 67.07 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 42°41'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 00°54'07" WEST 65.53 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 606.77 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 247.00 FEET THROUGH A CENTRAL ANGLE OF 140°44'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 49°55'38" WEST 465.30 FEET;
THENCE NORTH 59°41'52" WEST 54.63 FEET;
THENCE 24.60 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 461.00 FEET THROUGH A CENTRAL



ANGLE OF 03°03'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27°53'34" WEST 24.60 FEET TO A POINT OF COMPOUND CURVE;
THENCE 26.07 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 31°07'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 10°48'17" WEST 25.75 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 45.69 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 17°27'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 03°58'20" WEST 45.52 FEET;
THENCE SOUTH 12°41'55" WEST 72.58 FEET;
THENCE 40.63 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 236.00 FEET THROUGH A CENTRAL ANGLE OF 09°51'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°37'52" WEST 40.58 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 40.48 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 14°08'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°29'31" WEST 40.38 FEET;
THENCE SOUTH 08°25'13" WEST 0.31 FEET;
THENCE NORTH 81°34'47" WEST 94.00 FEET;
THENCE 39.14 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 13°40'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°35'00" EAST 39.05 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 57.13 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 13°05'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°17'35" EAST 57.01 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 62°55'15" WEST, A DISTANCE OF 56.11 FEET;
THENCE 144.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 181.00 FEET THROUGH A CENTRAL ANGLE OF 45°48'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 85°49'35" WEST 140.89 FEET;
THENCE SOUTH 71°16'05" WEST 468.25 FEET;
THENCE 418.65 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 569.00 FEET THROUGH A CENTRAL ANGLE OF 42°09'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 87°39'14" WEST 409.27 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 23°25'27" WEST, A DISTANCE OF 20.00 FEET;
THENCE 528.87 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 589.00 FEET THROUGH A CENTRAL ANGLE OF 51°26'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 40°51'10" WEST 511.28 FEET;
THENCE NORTH 15°07'46" WEST 510.80 FEET;
THENCE 5.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE



CONCAVE NORTH HAVING A RADIUS OF 729.00 FEET THROUGH A CENTRAL ANGLE OF 00°25'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 89°50'49" EAST 5.40 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00°21'55" WEST, A DISTANCE OF 58.00 FEET;
THENCE NORTH 15°07'46" WEST 295.53 FEET;
THENCE 302.44 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 769.00 FEET THROUGH A CENTRAL ANGLE OF 22°32'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 03°51'45" WEST 300.50 FEET;
THENCE NORTH 07°24'16" EAST 219.93 FEET;
THENCE 794.38 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,481.00 FEET THROUGH A CENTRAL ANGLE OF 30°43'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 07°57'42" WEST 784.89 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 419.89 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 869.00 FEET THROUGH A CENTRAL ANGLE OF 27°41'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 09°29'08" WEST 415.82 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°38'36" EAST, A DISTANCE OF 10.00 FEET;
THENCE 448.81 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 859.00 FEET THROUGH A CENTRAL ANGLE OF 29°56'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 19°19'29" EAST 443.72 FEET;
THENCE NORTH 34°17'33" EAST 431.12 FEET;
THENCE 96.26 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 309.00 FEET THROUGH A CENTRAL ANGLE OF 17°50'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°13'01" EAST 95.87 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 37°51'31" WEST, A DISTANCE OF 10.00 FEET;
THENCE 357.46 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 319.00 FEET THROUGH A CENTRAL ANGLE OF 64°12'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 84°14'37" EAST 339.05 FEET;
THENCE SOUTH 63°39'15" EAST 268.30 FEET;
THENCE 284.27 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 310.00 FEET THROUGH A CENTRAL ANGLE OF 52°32'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 89°55'27" EAST 274.41 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 595.78 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 519.00 FEET THROUGH A CENTRAL ANGLE OF 65°46'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 83°18'30" EAST 563.60 FEET;
THENCE SOUTH 50°25'20" EAST 23.32 FEET;



THENCE 589.37 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE
SOUTHWEST HAVING A RADIUS OF 669.00 FEET THROUGH A CENTRAL ANGLE OF
50°28'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 25°11'04"
EAST 570.49 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 00°01'36" WEST, A
DISTANCE OF 0.40 FEET;
THENCE 159.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE
CONCAVE EAST HAVING A RADIUS OF 431.00 FEET THROUGH A CENTRAL ANGLE OF
21°12'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 10°36'08"
EAST 158.60 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 67°25'04" EAST, A
DISTANCE OF 119.84 FEET;
THENCE 137.23 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE
SOUTHWEST HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF
112°19'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 56°25'16"
EAST 116.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 182.32 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE NORTH LINE OF SAID SECTION 19 BEING SOUTH
89°13'59" WEST.

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

April 16th, 2025
DATE OF SURVEY

REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT-FD-08-PULTE\SKETCH\S-BS-PH1-FD08-SK-01.dwg

EXHIBIT 5

Brightshore Community Development District

707 Orchid Drive, Suite 100, Naples, FL 34102
Phone: (239) 269-1341

MEMORANDUM

Performance Measures/Standards & Annual Reporting Form Results

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four (4) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four (4) board meetings were held during the Fiscal Year.

Achieved: Yes No

Result: The Brightshore CDD Board of Supervisors met 8 times during fiscal year 2024-2025.

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Result: 100% of the meetings were advertised with 7 days notice in the local newspaper and on the CDD website.

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

Result: District Management completed monthly website checks to ensure that the public records were readily available.

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections (If applicable)

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

Result: There is currently minimal infrastructure under construction and the District Engineer has verified the completed portions of this infrastructure through their approval of submitted pay applications.

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Result: District Management prepared and the Board of Supervisors approved the annual proposed budget by June 15th and the final budget was adopted by September 30th as verified on the CDD website and in the District records.

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Result: The annual audit, the previous years' budgets and financials and the most recent agenda package are available on the CDD's website.

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

Result: The FY 2024-2025 annual Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Chair/Vice Chair: _____

Date: _____

Print Name: _____

District Manager: _____

Date: _____

Print Name: _____

EXHIBIT 6

RESOLUTION 2025-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DISTRICT DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF CASCADE AT BRIGHTSHORE STORMWATER MANAGEMENT SYSTEM.

WHEREAS, the Brightshore Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (the "Act") for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management improvements, and any related interest in real or personal property, pursuant to the Act; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to the Act; and

WHEREAS, the South Florida Water Management District has issued a permit for the construction and operation of the water management system at the District; and

WHEREAS, as part of the District's capital improvement plan, the District intends to acquire, operate and maintain the stormwater system ("**Stormwater System**") within the area known as Cascade at Brightshore of the District as described in Environmental Resource Permit Application No. 250821-56216 depicted in the attached **Exhibit "A"**, and, upon transfer of the project from the construction to operation phase, the District can assume operation and maintenance responsibility for the Stormwater System; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Stormwater System, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "B;"** and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain Stormwater System in accordance with the Plan, and enter into funding agreements with various neighborhood associations, and to levy annual assessments for the purpose of operating and maintaining the Stormwater System, if needed, and to ensure funds will be available if needed for corrective action; and

WHEREAS, upon transfer of the Stormwater System to the operation phase, the District desires to

WHEREAS, following inspection and approval by the District of the constructed Stormwater System, and upon the subsequent transfer of the Stormwater System to the operation phase with the South Florida Water Management District, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and funding the Stormwater System in accordance with all applicable regulations.

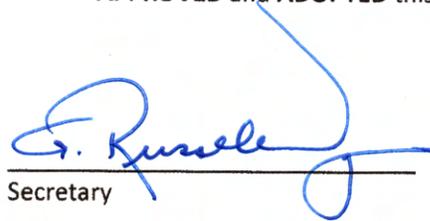
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Stormwater System from the construction to operation phase, the District will perpetually operate, maintain and fund the Stormwater System, or ensure a neighborhood association operates, maintains, and funds the Stormwater System pursuant to applicable agreement as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under the Act, unless funds are provided pursuant to applicable agreement with a neighborhood association.

3. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and ADOPTED this 13TH day of OCTOBER, 2025.


Secretary

BRIGHTSHORE COMMUNITY DISTRICT

Chairperson

EXHIBIT A

EXHIBIT B

**URBAN STORMWATER MANAGEMENT PROGRAM
FOR
CASCADE AT BRIGHTSHORE**

Introduction

This document provides details of the Urban Stormwater Management Program for Cascade at Brightshore in Collier County, Florida. The information provided in this plan is applicable to the developed area. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMPs) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Cascade at Brightshore and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; and (5) construction activities. A discussion of each of these activities is given in the following sections.

1.0 Nutrient and Pesticide Management

Operation and Maintenance Responsibility: Cascade at Brightshore Homeowners Association, Inc.

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent water bodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

The guidelines included in this section are intended to help the maintenance staff make educated environmental choices regarding the maintenance of landscape and open areas. These maintenance and management guidelines are meant to promote an attractive facility that preserves the health of adjacent waterways and environmental features.

1.1 General Requirements

A landscape plan must be developed for the site. The plan must be comprehensive in nature and follow applicable Collier County code requirements, and/or any landscape design guidelines established by the Brightshore Community Development District should they exist. The landscape plan must promote revegetation of the site as quickly as possible.

Commercial applicators of chemical lawn products must register with the management team of Cascade at Brightshore Homeowners Association, Inc. annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and the maintenance staff are permitted to apply chemicals within the property. All chemical products must be used in accordance with the manufacturer's recommendations. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, or the maintenance staff, for the control of algae and vegetation within the stormwater lakes or ponds.

1.2 Nutrient Management Program

Management and application of nutrients and fertilizers at Cascade at Brightshore will adhere to the requirements of the applicable Collier County Codes and Ordinances and/or guidelines and requirements established by the Cascade at Brightshore Homeowners Association, Inc., whichever may be stricter.

1.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

- A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
- B. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- B. Must have the minimum potential for leaching into groundwater or loss from runoff
- C. Products must be EPA-approved
- D. The half-life of products used shall not exceed seventy (70) days

2.0 Street Sweeping

Operation and Maintenance Responsibility: Cascade at Brightshore Homeowners Association, Inc.

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before the wash-off of these pollutants during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed at the Project at a minimum frequency of one event every other month during construction and as needed following construction. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each

event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

3.0 Landscape Maintenance and Solid Waste Management

Operation and Maintenance Responsibility: Cascade at Brightshore Homeowners Association, Inc.

All open and landscape areas must be maintained with sod or other suitable ground cover (mulch, pine straw, or similar) to stabilize soils to prevent erosion due to stormwater runoff. Regular maintenance of these areas is essential to maintain appropriate stabilization.

Solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales. The proper disposal of leaves and vegetation is required to maintain the integrity of the surface water management system.

4.0 Stormwater Management and Treatment System

Operation and Maintenance Responsibility: Varies by Item

The stormwater management system for Cascade at Brightshore is designed to maximize the attenuation of stormwater generated pollutants prior to discharge offsite. Operational details and maintenance requirements of the various system components are given in the following sections.

4.1 Stormwater Inlets, Pipes and Culverts

Operation and Maintenance Responsibility: Brightshore Community Development District

The grates should be unobstructed and the bottom, inside the inlet, should be clean; if blockage is noted, further inspection should occur. The drainage structures will be checked for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

4.2 Wet Detention Areas

Operation and Maintenance Responsibility: Brightshore Community Development District

The basic elements of the stormwater management system consist of wet detention areas that provide stormwater treatment through a variety of physical, biological, and chemical processes. Wet Detention areas act by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention areas will consist of regular inspections by the operation and maintenance entity. During each inspection, the following items will be reviewed and corrected as necessary:

- a. Inspect the outfall structure and orifice to ensure free-flowing conditions and overall engineering stability of the outfall system.
- b. Review the banks of the areas to ensure proper side slope stabilization and inspect for signs of excessive erosion that may indicate locations of concentrated discharge requiring erosion control.
- c. Physically evaluate the detention areas for evidence of excessive sediment accumulation or erosion.

Deficiencies should be addressed or corrected by the Brightshore Community Development District in a timely manner.

Note: mowing of wet detention lake banks is covered under Section 4.4.

4.3 Swales

Operation and Maintenance Responsibility: Brightshore Community Development District

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be re-graded and/or re-vegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or re-grading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sandbags, or other synthetic geotextile material. These areas improve water quality by catching sediment, assimilating nutrients to recharge the underground water table, and remove any undesirable exotic vegetation. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

Note: mowing of swales is covered under Section 4.4.

4.4 Mowing of Wet Detention Lake Banks, Swales, and Open Areas

Operation and Maintenance Responsibility: Cascade at Brightshore Homeowners Association, Inc.

Regular mowing of lake banks, grass swales, and open areas in general is essential to provide maintenance access, visibility for inspections, and to maintain the conveyance capacity of swale systems. Required mowing frequency may vary depending on the time of year, but generally, a frequency of weekly in the wet season and bi-weekly (once every two weeks) in the dry season may be considered adequate.

4.5 Outfall Structure (also called the Discharge Control Structure or Weir)

Operation and Maintenance Responsibility: Brightshore Community Development District

The outfall structures should be inspected routinely as a part of the investigation performed by the supervising entity every three years to determine if any obstructions are present, or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The

structure should have a “baffle” or trash collector to prevent flow blockage and hold back any floating oils from moving downstream. Elevations and dimensions will be verified at the time of certification of the water management system.

4.6 Earthen Embankments (Berms)

Operation and Maintenance Responsibility: Brightshore Community Development District

Check for proper elevations, width, and stabilization. Worn down berms and rainfall-created washouts should be immediately repaired, compacted and re-vegetated.

5.0 Construction Activities

Responsible Entity: Owner/Developer

A Stormwater Pollution Prevention Plan (SWPPP) will be prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.

RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DISTRICT DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF HORIZON AT BRIGHTSHORE STORMWATER MANAGEMENT SYSTEM.

WHEREAS, the Brightshore Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (the "Act") for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management improvements, and any related interest in real or personal property, pursuant to the Act; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to the Act; and

WHEREAS, the South Florida Water Management District has issued a permit for the construction and operation of the water management system at the District; and

WHEREAS, as part of the District's capital improvement plan, the District intends to acquire, operate and maintain the stormwater system ("**Stormwater System**") within the area known as Horizon at Brightshore of the District as described in Environmental Resource Permit Application No. 250829-56505 depicted in the attached **Exhibit "A"**, and, upon transfer of the project from the construction to operation phase, the District can assume operation and maintenance responsibility for the Stormwater System; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Stormwater System, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "B;"** and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain Stormwater System in accordance with the Plan, and enter into funding agreements with various neighborhood associations, and to levy annual assessments for the purpose of operating and maintaining the Stormwater System, if needed, and to ensure funds will be available if needed for corrective action; and

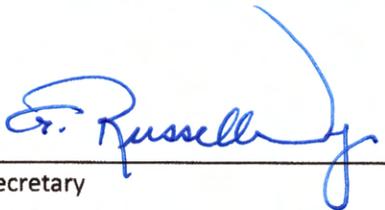
WHEREAS, upon transfer of the Stormwater System to the operation phase, the District desires to

WHEREAS, following inspection and approval by the District of the constructed Stormwater System, and upon the subsequent transfer of the Stormwater System to the operation phase with the South Florida Water Management District, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and funding the Stormwater System in accordance with all applicable regulations.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.
2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Stormwater System from the construction to operation phase, the District will perpetually operate, maintain and fund the Stormwater System, or ensure a neighborhood association operates, maintains, and funds the Stormwater System pursuant to applicable agreement as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under the Act, unless funds are provided pursuant to applicable agreement with a neighborhood association.
3. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and ADOPTED this 13th day of OCTOBER, 2025.


Secretary

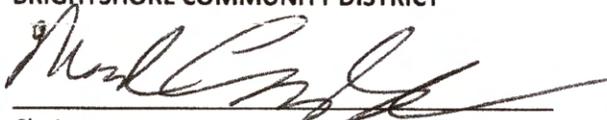
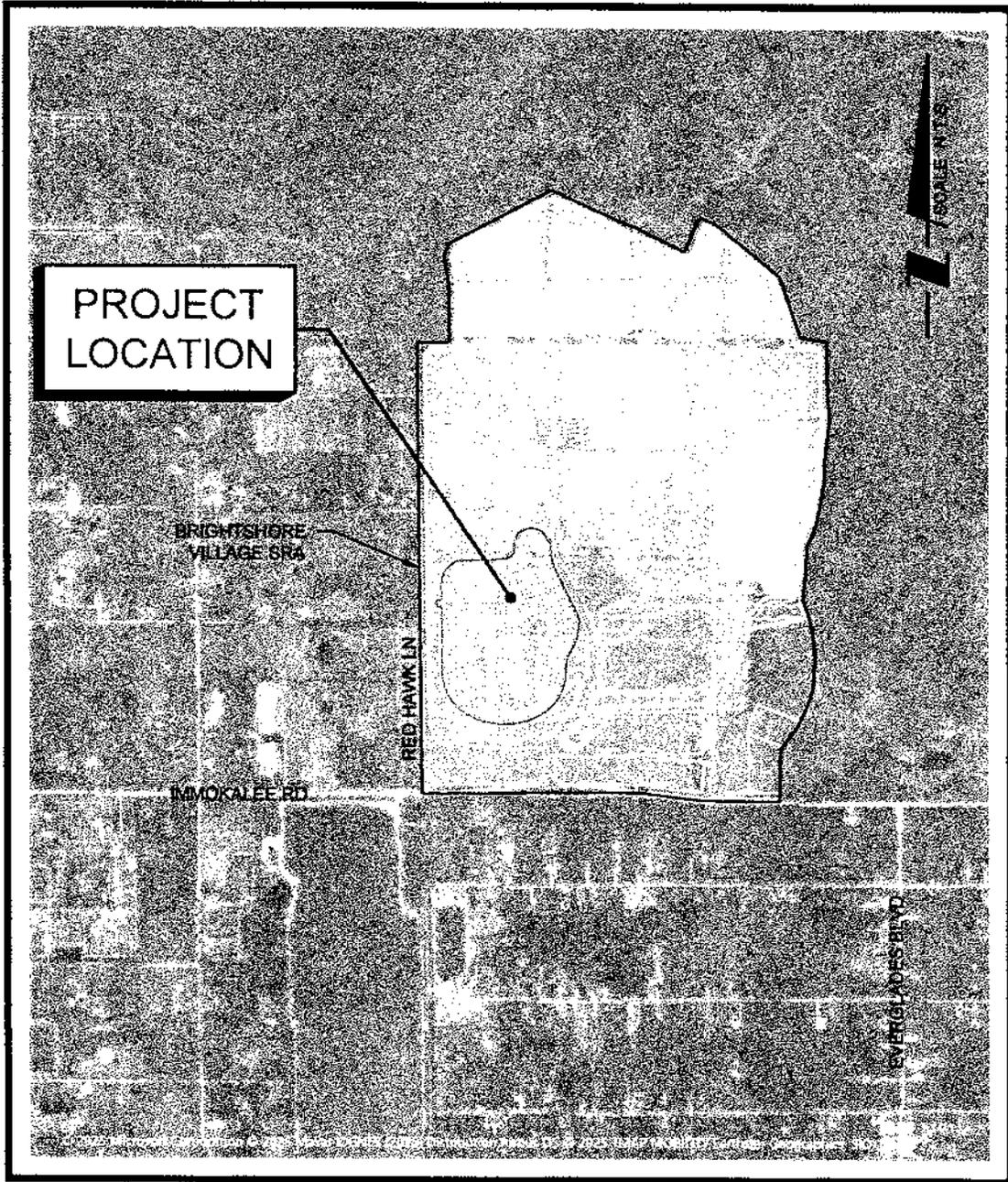
BRIGHTSHORE COMMUNITY DISTRICT

Chairperson

EXHIBIT A



LOCATION MAP

EXHIBIT B

**URBAN STORMWATER MANAGEMENT PROGRAM
FOR
HORIZON AT BRIGHTSHORE**

Introduction

This document provides details of the Urban Stormwater Management Program for Horizon at Brightshore in Collier County, Florida. The information provided in this plan is applicable to the developed area. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMPs) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Horizon at Brightshore and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; and (5) construction activities. A discussion of each of these activities is given in the following sections.

1.0 Nutrient and Pesticide Management

Operation and Maintenance Responsibility: Horizon at Brightshore Homeowners Association, Inc.

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent water bodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

The guidelines included in this section are intended to help the maintenance staff make educated environmental choices regarding the maintenance of landscape and open areas. These maintenance and management guidelines are meant to promote an attractive facility that preserves the health of adjacent waterways and environmental features.

1.1 General Requirements

A landscape plan must be developed for the site. The plan must be comprehensive in nature and follow applicable Collier County code requirements, and/or any landscape design guidelines established by the Brightshore Community Development District should they exist. The landscape plan must promote revegetation of the site as quickly as possible.

Commercial applicators of chemical lawn products must register with the management team of Horizon at Brightshore Homeowners Association, Inc. annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and the maintenance staff are permitted to apply chemicals within the property. All chemical products must be used in accordance with the manufacturer's recommendations. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, or the maintenance staff, for the control of algae and vegetation within the stormwater lakes or ponds.

1.2 Nutrient Management Program

Management and application of nutrients and fertilizers at Horizon at Brightshore will adhere to the requirements of the applicable Collier County Codes and Ordinances and/or guidelines and requirements established by the Horizon at Brightshore Homeowners Association, Inc., whichever may be stricter.

1.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

- A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
- B. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- B. Must have the minimum potential for leaching into groundwater or loss from runoff
- C. Products must be EPA-approved
- D. The half-life of products used shall not exceed seventy (70) days

2.0 Street Sweeping

Operation and Maintenance Responsibility: Horizon at Brightshore Homeowners Association, Inc.

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before the wash-off of these pollutants during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed at the Project at a minimum frequency of one event every other month during construction and as needed following construction. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each

event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

3.0 Landscape Maintenance and Solid Waste Management

Operation and Maintenance Responsibility: Horizon at Brightshore Homeowners Association, Inc.

All open and landscape areas must be maintained with sod or other suitable ground cover (mulch, pine straw, or similar) to stabilize soils to prevent erosion due to stormwater runoff. Regular maintenance of these areas is essential to maintain appropriate stabilization.

Solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales. The proper disposal of leaves and vegetation is required to maintain the integrity of the surface water management system.

4.0 Stormwater Management and Treatment System

Operation and Maintenance Responsibility: Varies by Item

The stormwater management system for Horizon at Brightshore is designed to maximize the attenuation of stormwater generated pollutants prior to discharge offsite. Operational details and maintenance requirements of the various system components are given in the following sections.

4.1 Stormwater Inlets, Pipes and Culverts

Operation and Maintenance Responsibility: Brightshore Community Development District

The grates should be unobstructed and the bottom, inside the inlet, should be clean; if blockage is noted, further inspection should occur. The drainage structures will be checked for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

4.2 Wet Detention Areas

Operation and Maintenance Responsibility: Brightshore Community Development District

The basic elements of the stormwater management system consist of wet detention areas that provide stormwater treatment through a variety of physical, biological, and chemical processes. Wet Detention areas act by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention areas will consist of regular inspections by the operation and maintenance entity. During each inspection, the following items will be reviewed and corrected as necessary:

- a. Inspect the outfall structure and orifice to ensure free-flowing conditions and overall engineering stability of the outfall system.
- b. Review the banks of the areas to ensure proper side slope stabilization and inspect for signs of excessive erosion that may indicate locations of concentrated discharge requiring erosion control.
- c. Physically evaluate the detention areas for evidence of excessive sediment accumulation or erosion.

Deficiencies should be addressed or corrected by the Brightshore Community Development District in a timely manner.

Note: mowing of wet detention lake banks is covered under Section 4.4.

4.3 Swales

Operation and Maintenance Responsibility: Brightshore Community Development District

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be re-graded and/or re-vegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or re-grading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sandbags, or other synthetic geotextile material. These areas improve water quality by catching sediment, assimilating nutrients to recharge the underground water table, and remove any undesirable exotic vegetation. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

Note: mowing of swales is covered under Section 4.4.

4.4 Mowing of Wet Detention Lake Banks, Swales, and Open Areas

Operation and Maintenance Responsibility: Horizon at Brightshore Homeowners Association, Inc.

Regular mowing of lake banks, grass swales, and open areas in general is essential to provide maintenance access, visibility for inspections, and to maintain the conveyance capacity of swale systems. Required mowing frequency may vary depending on the time of year, but generally, a frequency of weekly in the wet season and bi-weekly (once every two weeks) in the dry season may be considered adequate.

4.5 Outfall Structure (also called the Discharge Control Structure or Weir)

Operation and Maintenance Responsibility: Brightshore Community Development District

The outfall structures should be inspected routinely as a part of the investigation performed by the supervising entity every three years to determine if any obstructions are present, or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The

structure should have a “baffle” or trash collector to prevent flow blockage and hold back any floating oils from moving downstream. Elevations and dimensions will be verified at the time of certification of the water management system.

4.6 Earthen Embankments (Berms)

Operation and Maintenance Responsibility: Brightshore Community Development District

Check for proper elevations, width, and stabilization. Worn down berms and rainfall-created washouts should be immediately repaired, compacted and re-vegetated.

5.0 Construction Activities

Responsible Entity: Owner/Developer

A Stormwater Pollution Prevention Plan (SWPPP) will be prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.

RESOLUTION 2025-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DISTRICT DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF RADIANCE AT BRIGHTSHORE STORMWATER MANAGEMENT SYSTEM.

WHEREAS, the Brightshore Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (the "Act") for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management improvements, and any related interest in real or personal property, pursuant to the Act; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to the Act; and

WHEREAS, the South Florida Water Management District has issued a permit for the construction and operation of the water management system at the District; and

WHEREAS, as part of the District's capital improvement plan, the District intends to acquire, operate and maintain the stormwater system ("**Stormwater System**") within the area known as Radiance at Brightshore of the District as described in Environmental Resource Permit No. 11-114284-P depicted in the attached **Exhibit "A"**, and, upon transfer of the project from the construction to operation phase, the District can assume operation and maintenance responsibility for the Stormwater System; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Stormwater System, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "B;"** and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain Stormwater System in accordance with the Plan, and enter into funding agreements with various neighborhood associations, and to levy annual assessments for the purpose of operating and maintaining the Stormwater System, if needed, and to ensure funds will be available if needed for corrective action; and

WHEREAS, upon transfer of the Stormwater System to the operation phase, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and

WHEREAS, following inspection and approval by the District of the constructed Stormwater System, and upon the subsequent transfer of the Stormwater System to the operation phase with the South Florida Water Management District, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and funding the Stormwater System in accordance with all applicable regulations.

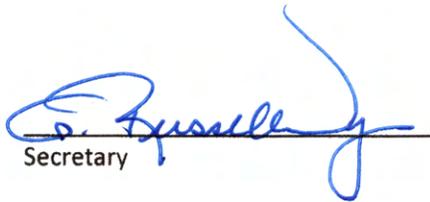
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Stormwater System from the construction to operation phase, the District will perpetually operate, maintain and fund the Stormwater System, or ensure a neighborhood association operates, maintains, and funds the Stormwater System pursuant to applicable agreement as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under the Act, unless funds are provided pursuant to applicable agreement with a neighborhood association.

3. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and ADOPTED this 13TH day of OCTOBER, 2025.


Secretary

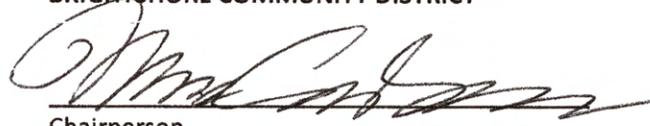
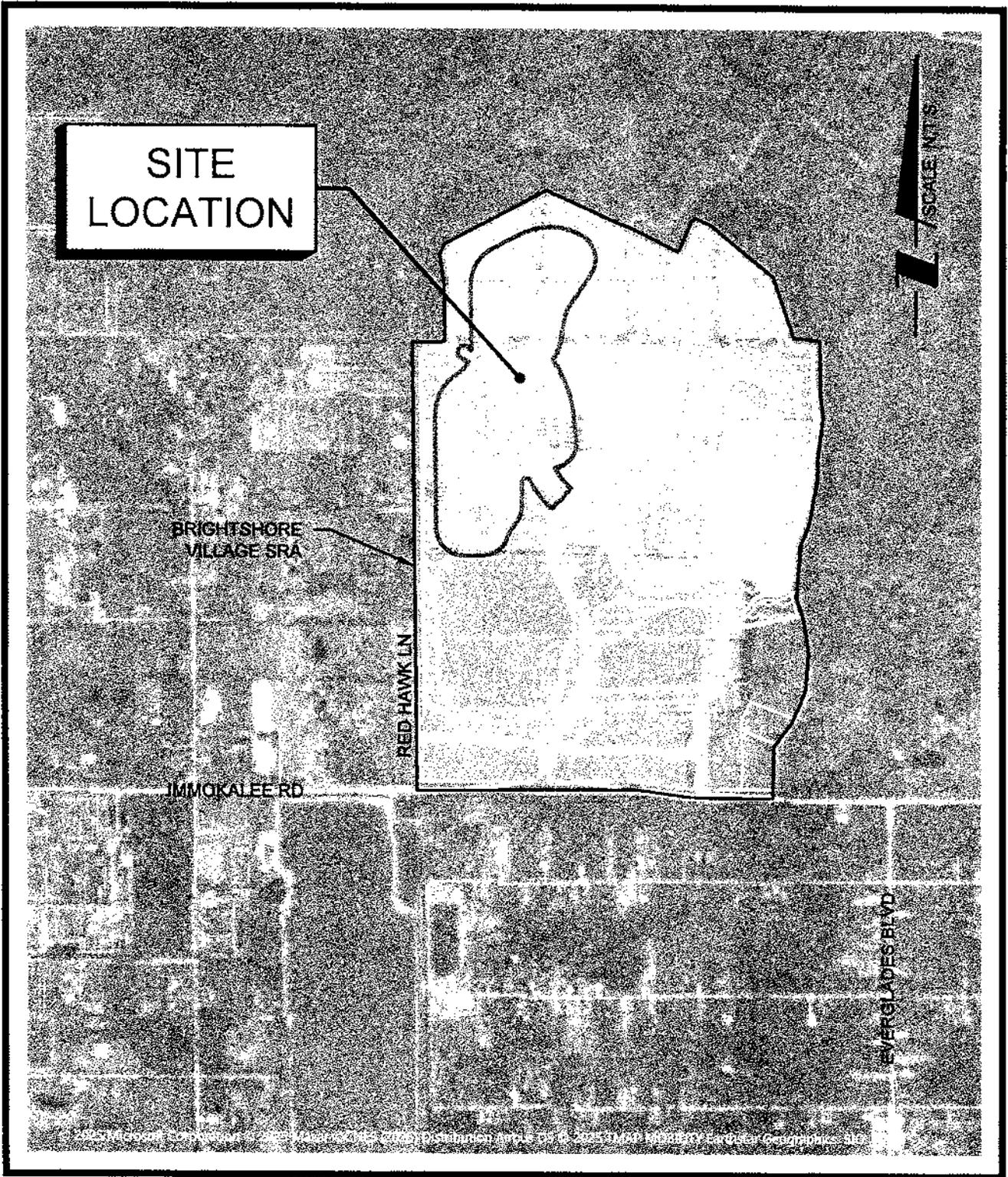
BRIGHTSHORE COMMUNITY DISTRICT

Chairperson

EXHIBIT A



LOCATION MAP

EXHIBIT B

**URBAN STORMWATER MANAGEMENT PROGRAM
FOR
RADIANCE AT BRIGHTSHORE**

Introduction

This document provides details of the Urban Stormwater Management Program for Radiance at Brightshore in Collier County, Florida. The information provided in this plan is applicable to the developed area. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMPs) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Radiance at Brightshore and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; and (5) construction activities. A discussion of each of these activities is given in the following sections.

1.0 Nutrient and Pesticide Management

Operation and Maintenance Responsibility: Radiance at Brightshore Property Owners Association, Inc.

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent water bodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

The guidelines included in this section are intended to help the maintenance staff make educated environmental choices regarding the maintenance of landscape and open areas. These maintenance and management guidelines are meant to promote an attractive facility that preserves the health of adjacent waterways and environmental features.

1.1 General Requirements

A landscape plan must be developed for the site. The plan must be comprehensive in nature and follow applicable Collier County code requirements, and/or any landscape design guidelines established by the Brightshore Community Development District should they exist. The landscape plan must promote revegetation of the site as quickly as possible.

Commercial applicators of chemical lawn products must register with the management team of Radiance at Brightshore Property Owners Association, Inc. annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and the maintenance staff are permitted to apply chemicals within the property. All chemical products must be used in accordance with the manufacturer's recommendations. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, or the maintenance staff, for the control of algae and vegetation within the stormwater lakes or ponds.

1.2 Nutrient Management Program

Management and application of nutrients and fertilizers at Radiance at Brightshore will adhere to the requirements of the applicable Collier County Codes and Ordinances and/or guidelines and requirements established by the Radiance at Brightshore Property Owners Association, Inc., whichever may be stricter.

1.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

- A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
- B. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- B. Must have the minimum potential for leaching into groundwater or loss from runoff
- C. Products must be EPA-approved
- D. The half-life of products used shall not exceed seventy (70) days

2.0 Street Sweeping

Operation and Maintenance Responsibility: Radiance at Brightshore Property Owners Association, Inc.

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before the wash-off of these pollutants during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed at the Project at a minimum frequency of one event every other month during construction and as needed following construction. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each

event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

3.0 Landscape Maintenance and Solid Waste Management

Operation and Maintenance Responsibility: Radiance at Brightshore Property Owners Association, Inc.

All open and landscape areas must be maintained with sod or other suitable ground cover (mudch, pine straw, or similar) to stabilize soils to prevent erosion due to stormwater runoff. Regular maintenance of these areas is essential to maintain appropriate stabilization.

Solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales. The proper disposal of leaves and vegetation is required to maintain the integrity of the surface water management system.

4.0 Stormwater Management and Treatment System

Operation and Maintenance Responsibility: Varies by Item

The stormwater management system for Radiance at Brightshore is designed to maximize the attenuation of stormwater generated pollutants prior to discharge offsite. Operational details and maintenance requirements of the various system components are given in the following sections.

4.1 Stormwater Inlets, Pipes and Culverts

Operation and Maintenance Responsibility: Brightshore Community Development District

The grates should be unobstructed and the bottom, inside the inlet, should be clean; if blockage is noted, further inspection should occur. The drainage structures will be checked for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

4.2 Wet Detention Areas

Operation and Maintenance Responsibility: Brightshore Community Development District

The basic elements of the stormwater management system consist of wet detention areas that provide stormwater treatment through a variety of physical, biological, and chemical processes. Wet Detention areas act by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention areas will consist of regular inspections by the operation and maintenance entity. During each inspection, the following items will be reviewed and corrected as necessary:

- a. Inspect the outfall structure and orifice to ensure free-flowing conditions and overall engineering stability of the outfall system.
- b. Review the banks of the areas to ensure proper side slope stabilization and inspect for signs of excessive erosion that may indicate locations of concentrated discharge requiring erosion control.
- c. Physically evaluate the detention areas for evidence of excessive sediment accumulation or erosion.

Deficiencies should be addressed or corrected by the Brightshore Community Development District in a timely manner.

Note: mowing of wet detention lake banks is covered under Section 4.4.

4.3 Swales

Operation and Maintenance Responsibility: Brightshore Community Development District

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be re-graded and/or re-vegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or re-grading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sandbags, or other synthetic geotextile material. These areas improve water quality by catching sediment, assimilating nutrients to recharge the underground water table, and remove any undesirable exotic vegetation. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

Note: mowing of swales is covered under Section 4.4.

4.4 Mowing of Wet Detention Lake Banks, Swales, and Open Areas

Operation and Maintenance Responsibility: Radiance at Brightshore Property Owners Association, Inc.

Regular mowing of lake banks, grass swales, and open areas in general is essential to provide maintenance access, visibility for inspections, and to maintain the conveyance capacity of swale systems. Required mowing frequency may vary depending on the time of year, but generally, a frequency of weekly in the wet season and bi-weekly (once every two weeks) in the dry season may be considered adequate.

4.5 Outfall Structure (also called the Discharge Control Structure or Weir)

Operation and Maintenance Responsibility: Brightshore Community Development District

The outfall structures should be inspected routinely as a part of the investigation performed by the supervising entity every three years to determine if any obstructions are present, or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The

structure should have a “baffle” or trash collector to prevent flow blockage and hold back any floating oils from moving downstream. Elevations and dimensions will be verified at the time of certification of the water management system.

4.6 Earthen Embankments (Berms)

Operation and Maintenance Responsibility: Brightshore Community Development District

Check for proper elevations, width, and stabilization. Worn down berms and rainfall-created washouts should be immediately repaired, compacted and re-vegetated.

5.0 Construction Activities

Responsible Entity: Owner/Developer

A Stormwater Pollution Prevention Plan (SWPPP) will be prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.

RESOLUTION 2025-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DISTRICT DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF SUNWARD AT BRIGHTSHORE STORMWATER MANAGEMENT SYSTEM.

WHEREAS, the Brightshore Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (the "Act") for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management improvements, and any related interest in real or personal property, pursuant to the Act; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to the Act; and

WHEREAS, the South Florida Water Management District has issued a permit for the construction and operation of the water management system at the District; and

WHEREAS, as part of the District's capital improvement plan, the District intends to acquire, operate and maintain the stormwater system ("**Stormwater System**") within the area known as Sunward at Brightshore of the District as described in Environmental Resource Permit No. 11-114004-P depicted in the attached **Exhibit "A"**, and, upon transfer of the project from the construction to operation phase, the District can assume operation and maintenance responsibility for the Stormwater System; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Stormwater System, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "B;"** and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain Stormwater System in accordance with the Plan, and enter into funding agreements with various neighborhood associations, and to levy annual assessments for the purpose of operating and maintaining the Stormwater System, if needed, and to ensure funds will be available if needed for corrective action; and

WHEREAS, upon transfer of the Stormwater System to the operation phase, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and

WHEREAS, following inspection and approval by the District of the constructed Stormwater System, and upon the subsequent transfer of the Stormwater System to the operation phase with the South Florida Water Management District, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and funding the Stormwater System in accordance with all applicable regulations.

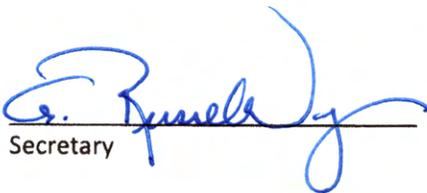
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Stormwater System from the construction to operation phase, the District will perpetually operate, maintain and fund the Stormwater System, or ensure a neighborhood association operates, maintains, and funds the Stormwater System pursuant to applicable agreement as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under the Act, unless funds are provided pursuant to applicable agreement with a neighborhood association.

3. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

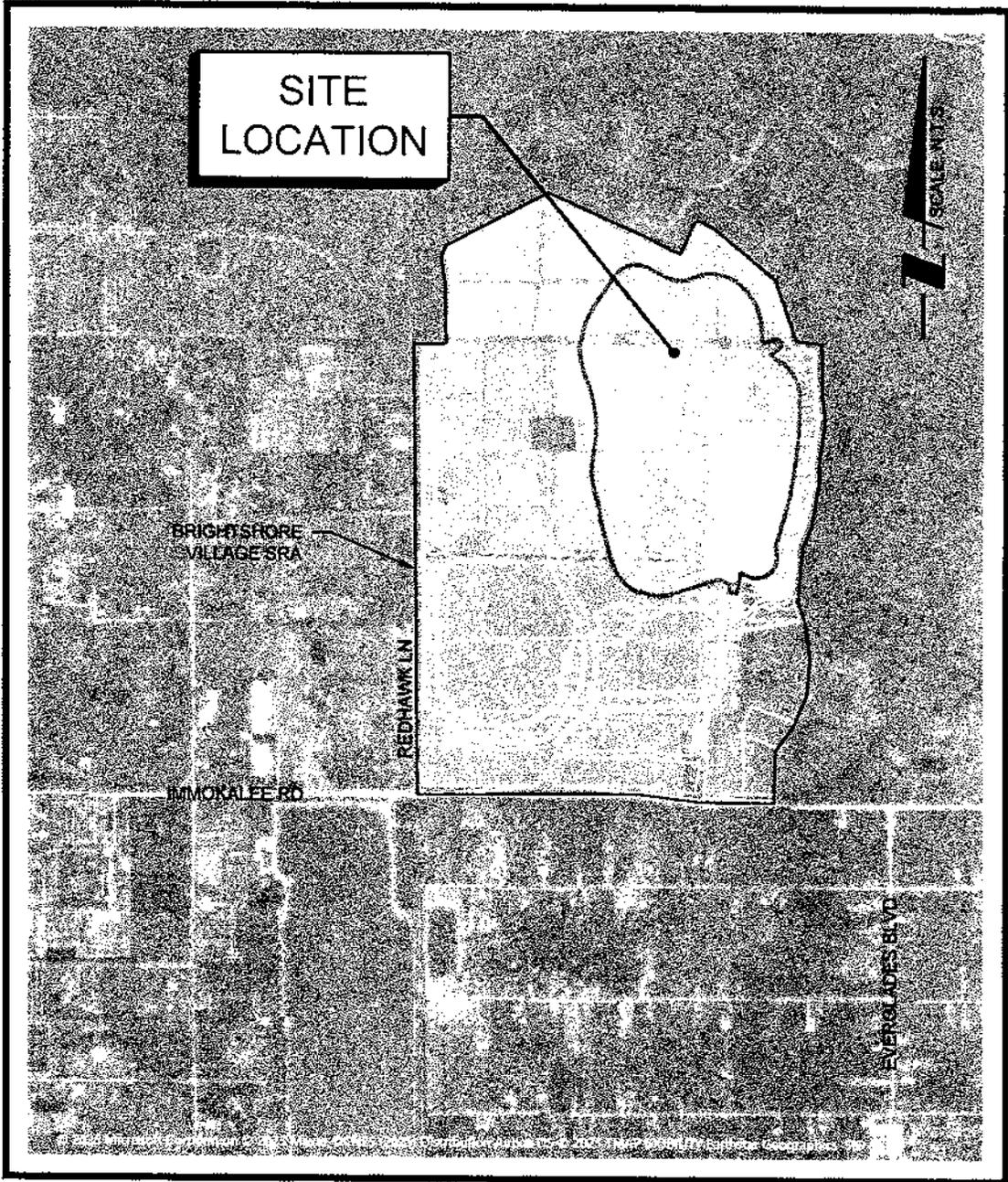
APPROVED and ADOPTED this 13TH day of OCTOBER, 2025.


Secretary

BRIGHTSHORE COMMUNITY DISTRICT

Chairperson

EXHIBIT A



LOCATION MAP

EXHIBIT B

**URBAN STORMWATER MANAGEMENT PROGRAM
FOR
SUNWARD AT BRIGHTSHORE**

Introduction

This document provides details of the Urban Stormwater Management Program for Sunward at Brightshore in Collier County, Florida. The information provided in this plan is applicable to the developed area. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMPs) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Sunward at Brightshore and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; and (5) construction activities. A discussion of each of these activities is given in the following sections.

1.0 Nutrient and Pesticide Management

Operation and Maintenance Responsibility: Sunward at Brightshore Homeowners Association, Inc.

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent water bodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

The guidelines included in this section are intended to help the maintenance staff make educated environmental choices regarding the maintenance of landscape and open areas. These maintenance and management guidelines are meant to promote an attractive facility that preserves the health of adjacent waterways and environmental features.

1.1 General Requirements

A landscape plan must be developed for the site. The plan must be comprehensive in nature and follow applicable Collier County code requirements, and/or any landscape design guidelines established by the Brightshore Community Development District should they exist. The landscape plan must promote revegetation of the site as quickly as possible.

Commercial applicators of chemical lawn products must register with the management team of Sunward at Brightshore Homeowners Association, Inc. annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and the maintenance staff are permitted to apply chemicals within the property. All chemical products must be used in accordance with the manufacturer's recommendations. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, or the maintenance staff, for the control of algae and vegetation within the stormwater lakes or ponds.

1.2 Nutrient Management Program

Management and application of nutrients and fertilizers at Sunward at Brightshore will adhere to the requirements of the applicable Collier County Codes and Ordinances and/or guidelines and requirements established by the Sunward at Brightshore Homeowners Association, Inc., whichever may be stricter.

1.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

- A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
- B. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- B. Must have the minimum potential for leaching into groundwater or loss from runoff
- C. Products must be EPA-approved
- D. The half-life of products used shall not exceed seventy (70) days

2.0 Street Sweeping

Operation and Maintenance Responsibility: Sunward at Brightshore Homeowners Association, Inc.

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before the wash-off of these pollutants during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed at the Project at a minimum frequency of one event every other month during construction and as needed following construction. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each

event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

3.0 Landscape Maintenance and Solid Waste Management

Operation and Maintenance Responsibility: Sunward at Brightshore Homeowners Association, Inc.

All open and landscape areas must be maintained with sod or other suitable ground cover (mulch, pine straw, or similar) to stabilize soils to prevent erosion due to stormwater runoff. Regular maintenance of these areas is essential to maintain appropriate stabilization.

Solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales. The proper disposal of leaves and vegetation is required to maintain the integrity of the surface water management system.

4.0 Stormwater Management and Treatment System

Operation and Maintenance Responsibility: Varies by Item

The stormwater management system for Sunward at Brightshore is designed to maximize the attenuation of stormwater generated pollutants prior to discharge offsite. Operational details and maintenance requirements of the various system components are given in the following sections.

4.1 Stormwater Inlets, Pipes and Culverts

Operation and Maintenance Responsibility: Brightshore Community Development District

The grates should be unobstructed and the bottom, inside the inlet, should be clean; if blockage is noted, further inspection should occur. The drainage structures will be checked for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

4.2 Wet Detention Areas

Operation and Maintenance Responsibility: Brightshore Community Development District

The basic elements of the stormwater management system consist of wet detention areas that provide stormwater treatment through a variety of physical, biological, and chemical processes. Wet Detention areas act by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention areas will consist of regular inspections by the operation and maintenance entity. During each inspection, the following items will be reviewed and corrected as necessary:

- a. Inspect the outfall structure and orifice to ensure free-flowing conditions and overall engineering stability of the outfall system.
- b. Review the banks of the areas to ensure proper side slope stabilization and inspect for signs of excessive erosion that may indicate locations of concentrated discharge requiring erosion control.
- c. Physically evaluate the detention areas for evidence of excessive sediment accumulation or erosion.

Deficiencies should be addressed or corrected by the Brightshore Community Development District in a timely manner.

Note: mowing of wet detention lake banks is covered under Section 4.4.

4.3 Swales

Operation and Maintenance Responsibility: Brightshore Community Development District

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be re-graded and/or re-vegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or re-grading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sandbags, or other synthetic geotextile material. These areas improve water quality by catching sediment, assimilating nutrients to recharge the underground water table, and remove any undesirable exotic vegetation. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

Note: mowing of swales is covered under Section 4.4.

4.4 Mowing of Wet Detention Lake Banks, Swales, and Open Areas

Operation and Maintenance Responsibility: Sunward at Brightshore Homeowners Association, Inc.

Regular mowing of lake banks, grass swales, and open areas in general is essential to provide maintenance access, visibility for inspections, and to maintain the conveyance capacity of swale systems. Required mowing frequency may vary depending on the time of year, but generally, a frequency of weekly in the wet season and bi-weekly (once every two weeks) in the dry season may be considered adequate.

4.5 Outfall Structure (also called the Discharge Control Structure or Weir)

Operation and Maintenance Responsibility: Brightshore Community Development District

The outfall structures should be inspected routinely as a part of the investigation performed by the supervising entity every three years to determine if any obstructions are present, or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The

structure should have a “baffle” or trash collector to prevent flow blockage and hold back any floating oils from moving downstream. Elevations and dimensions will be verified at the time of certification of the water management system.

4.6 Earthen Embankments (Berms)

Operation and Maintenance Responsibility: Brightshore Community Development District

Check for proper elevations, width, and stabilization. Worn down berms and rainfall-created washouts should be immediately repaired, compacted and re-vegetated.

5.0 Construction Activities

Responsible Entity: Owner/Developer

A Stormwater Pollution Prevention Plan (SWPPP) will be prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.

EXHIBIT 7

Brightshore Community Development District
Cash Flow
October 31, 2025

	Total
Revenue	
1101000 Cash Carry Over	48,694.82
1363116 Off Roll Assessments	\$ 0.00
Total Revenue	\$ 48,694.82
Expenditures	
1100000 Administrative	
1512100 Management Consulting Services	\$ 3,500.00
1513000 Miscellaneous Expense	0.00
1513014 Website Hosting & Management	1,915.00
1513020 Office Expense	232.06
1513030 Bank Fees	0.00
1513048 District Filing Fee	175.00
1513055 Legal Advertising	0.00
1513070 Auditing Services	0.00
1513075 Accounting Services	400.00
1513080 General Engineering Services	480.00
1513090 Engineer - Construction Review	333.75
1513100 Insurance- General Liability	5,512.00
1514010 Legal Services	368.50
1514012 Legal Services - Series 2023 Construction	1,177.50
1519001 Miscellaneous	0.00
Total 1100000 Administrative	\$ 14,093.81
Total Expenditures	\$ 14,093.81
Net Revenue	\$ 34,601.01

BRIGHTSHORE CDD BUDGET TO ACTUAL THROUGH 10/31/2025

FY 2024-2025 Budget Line Item	FY 2025-2026 Budget	Cash Flow (10/31/25)	Remaining (9/30/26)
ADMINISTRATIVE			
Management Consulting Services	\$42,000.00	\$3,500.00	\$38,500.00
Lien Book, MBS Capital, Tax Collector, U.S. Bank	15,000.00	0.00	15,000.00
Assessment Roll Prep for Property Appraiser	3,500.00	0.00	3,500.00
Office Supplies / Miscellaneous	500.00	232.06	267.94
Bank Fees	0.00	0.00	0.00
Accounting Services/On-Line QB Subscription	6,000.00	400.00	5,600.00
Auditor	7,000.00	0.00	7,000.00
DAO Insurance	6,800.00	5,512.00	1,288.00
Legal Advertising	7,500.00	0.00	7,500.00
State Filing Fee	175.00	175.00	0.00
Legal Services	20,000.00	368.50	19,631.50
Legal Services - Construction	20,000.00	1,177.50	18,822.50
Engineering Services	15,000.00	480.00	14,520.00
Engineering Services - Construction Review	5,000.00	333.75	4,666.25
Website Design and Hosting	3,000.00	1,915.00	1,085.00
Miscellaneous Services	0.00	0.00	0.00
FIELD OPERATIONS			
Offsite Mitigation Maintenance	0.00	0.00	0.00
	\$151,475.00	\$14,093.81	\$137,381.19

BRIGHTSHORE CDD BALANCE SHEET THROUGH 10/31/25

ASSETS	<u>Total</u>
Current Assets	
Bank Accounts	
1101000 Checking	\$34,601.01
8101000 Checking	\$68,548.77
Total Bank Accounts	<u>\$103,149.78</u>
TOTAL ASSETS	<u><u>\$103,149.78</u></u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	\$0.00
Other Current Liabilities	
8204000 Construction Advances Repaid with Bonds	\$805,620.92
Total Current Liabilities	<u>\$805,620.92</u>
Total Liabilities	\$805,620.92
Equity	
Retained Earnings	-\$693,889.33
Net Income	-\$8,581.81
Total Equity	<u>-\$702,471.14</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$103,149.78</u></u>