

# Brightshore Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901  
[www.brightshorecdd.com](http://www.brightshorecdd.com)

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The meeting of the Board of Supervisors of the **Brightshore Community Development District** will be held **Monday, June 8, 2026, at 2:00 p.m.** at Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105. The agenda is as follows:

## **BOARD OF SUPERVISORS' MEETING AGENDA**

**1. Call to Order & Roll Call**

**2. Public Comment Period**

**3. General District Items**

A. Proof of Publication Exhibit 1

**4. Organizational Matters**

A. Board of Supervisors May 11, 2026 Meeting Minutes Exhibit 2

**5. Administrative Matters**

A. Consideration of Landscape and Secondary Irrigation Procurement Schedule Exhibit 3

B. Consideration of Major User Agreement with Collier County for Irrigation IQ Water Exhibit 4

**6. Budgetary Matters**

None to be considered this time

**7. Construction Matters**

None to be considered this time

**8. Financing Matters**

A. Ratification of Requisitions 1 through 5 Exhibit 5

## **9. Other Business**

- Staff Reports:
  - A. District Manager
    - 1. Audit Update
  - B. District Legal Counsel
  - C. District Engineer

## **10. Board Members' Comments/ Requests**

## **11. Public Comments**

## **12. Adjournment**



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# **Brightshore Community Development District**

## **General District Items**

### **Proof of Publication**

## Public Notices

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### BOARD OF SUPERVISORS MEETING DATES BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025-2026

The Board of Supervisors of the Brightshore Community Development District will hold their regular meetings for Fiscal Year 2025 at Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105, at 2:00 p.m. unless otherwise indicated as follows:

October 13, 2025  
November 10, 2025  
December 8, 2025  
January 12, 2026  
February 9, 2026  
March 9, 2026  
April 13, 2026  
May 11, 2026  
June 8, 2026  
July 13, 2026  
August 10, 2026  
September 14, 2026

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Real Estate Econometrics, Inc. located at 707 Orchid Drive, Suite 100, Naples, Florida 34102 or by calling (239) 269-1341.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 269-1341 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager  
11733143 10/8/2025



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# **Brightshore Community Development District**

## **Organizational Matters**

A. Board of Supervisors Meeting Minutes  
1. May 11, 2026

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**  
2 **3501 Quadrangle Blvd, Suite 270**  
3 **Orlando, FL 32817**

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4  
5  
6 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**  
7 **BOARD OF SUPERVISORS' MEETING**  
8 **Monday, May 11, 2026**  
9 **Barron Collier Companies Offices**  
10 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**  
11 **2:00 p.m.**

12  
13 Board Members present at roll call:

14  
15 Nick Casalanguida Chairperson  
16 Cee Cee Marinelli Vice Chairperson  
17 Ramona Stockman Assistant Secretary  
18 Amanda Maurizi Assistant Secretary  
19 David Hurst Assistant Secretary

20  
21 Also present were:

22  
23 Russ Weyer Real Estate Econometrics, Inc.  
24 Vivian Carvalho PFM MS  
25 Angeline Agoncillo PFM MS (via phone)  
26 Ted Tryka LJA Engineering  
27 Alyssa Willson Kutak Rock, P.A. (via phone)  
28 Kristina Johnson Barron Collier Companies  
29 Kyle Fruth Peninsula Engineering (via phone)  
30 Daniel Hartley Peninsula Engineering (via phone)

31  
32  
33 **FIRST ORDER OF BUSINESS**

**Organizational Matters**

**Call to Order and Roll Call**

34  
35  
36  
37 Mr. Weyer called the meeting of the Brightshore Community Development District Board of  
38 Supervisors to order at 2:02 p.m. and roll call was initiated. A quorum was established with the  
39 attendance of Board Members outlined above. Others in attendance or via speaker phone are  
40 also listed above.

41  
42  
43 **Public Comment Period**

44  
45 There were no public comments at this time.

46  
47  
48 **SECOND ORDER OF BUSINESS**

**General District Matters**

**Proof of Publication**

Mr. Weyer noted the Affidavit of Publication.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**Consideration of the Following Board of Supervisors' Meeting Minutes:**

- **March 10, 2025**
- **April 29, 2025**
- **May 21, 2025**
- **August 11, 2025**
- **September 8, 2025**
- **October 13, 2025**
- **November 10, 2025**
- **January 12, 2026**
- **February 9, 2026**
- **March 9, 2026**
- **April 13, 2026**

The Board reviewed the minutes.

ON MOTION by Mr. Hurst, seconded by Mr. Casalanguida, with all in favor, the Board approved all the reviewed Board of Supervisors' Meeting Minutes.

**Consideration of Resolution 2026-04, Updated Board of Supervisors Slate of Officers**

Mr. Weyer noted this will update the slate of Officers to include PFM employees and move Mr. Weyer to an Assistant Secretary.

It was noted Ms. Stockman's name needed to be updated.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved Resolution 2026-04, Updated Board of Supervisors Slate of Officers, as presented.

**FOURTH ORDER OF BUSINESS**

**Administrative Matters**

1 **Consideration of Termination of the**  
2 **Construction Project Management**  
3 **Personnel Leasing Agreement with**  
4 **Peninsula Improvement Corporation**  
5

6 Ms. Wilson gave an overview and noted this has been reviewed by District Staff. This is to modify  
7 the current leasing agreement and will adjust the rates that are paid. The District will pay for actual  
8 costs and the utility vehicle that is used on property.  
9

10  
11 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board  
12 approved the Termination of the Construction Project Management Personnel Leasing  
13 Agreement with Peninsula Improvement Corporation.  
14

15  
16  
17 **Consideration of Construction Project**  
18 **Management Personnel Leasing**  
19 **Agreement with Peninsula Construction**  
20

21 Ms. Wilson noted this is the updated personnel leasing agreement. It was noted there are minor  
22 changes to the proposal. It was recommended to approve in substantial form.  
23

24 Mr. Fruth noted the breakdown of costs were included, which are reimbursable. There were some  
25 questions regarding the reimbursement that are awaiting a response.  
26

27 There was brief discussion regarding the modifications of cost and reimbursement.  
28

29 There was brief discussion regarding the indemnification included in the agreement. It was noted  
30 Section 558 applies to design professionals, not construction management or contractors. This  
31 needs to be updated accordingly.  
32

33  
34 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved  
35 the Construction Project Management Personnel Leasing Agreement with Peninsula  
36 Construction, in substantial form.  
37

38  
39 Ms. Wilson noted this is a company that is associated with the Landowner and there are Forms  
40 8B on file. Supplemental modified forms including Peninsula Construction will need to be filed.  
41  
42

43 **Consideration of Assignment of**  
44 **Agreement to Provide Potable Water,**  
45 **Wastewater and Irrigation Water Utility**  
46 **Services and First Amendment**  
47

1 Ms. Wilson gave an overview of the agreement and noted this is to provide the water services for  
2 the project. It was recommended to approve in substantial form.

3  
4 It was noted this would be a partial assignment of the construction responsibilities and impact fee  
5 payments, as the Landowner still owns the land.  
6

7  
8 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved  
9 the Assignment of Agreement to Provide Potable Water, Wastewater, and Irrigation Water Utility  
10 Services and First Amendment, in substantial form.  
11

12  
13 There was brief discussion regarding the payments of the impact fees. Ms. Wilson noted there  
14 would need to be assignment to Collier County.  
15

16 Ms. Johnson will work with Ms. Wilson to finalize the document.  
17  
18

19 **Consideration of form of Easement**  
20 **Encroachment Agreement for builder**  
21 **irrigation items**  
22

23 Ms. Wilson noted this is agreeing to the use of the area for builder irrigation items. This agreement  
24 includes auto assignment to the HOA when completed, as they will be the end entity.  
25

26 Mr. Casalanguida noted that trees and fountains should be included in the agreement. In the  
27 future, the repair should be the responsibility of the HOA.  
28

29 Ms. Wilson noted she will need to update the agreement to include more details.  
30

31 There was brief discussion regarding the builder items included. It was noted that anything beyond  
32 irrigation items will need to come before the Board for approval.  
33

34 It was noted this is within a tract that is dedicated to the District.  
35

36 This item was tabled.  
37  
38

39 **Consideration of Commercial Excavation**  
40 **Agreement**  
41

42 Ms. Wilson noted this was discussed at the last meeting and this will approve the agreement for  
43 excavation.  
44

45  
46 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board  
47 approved the Commercial Excavation Agreement.  
48  
49

1  
2  
3 **Consideration of Excess Fill Donation**  
4 **Letter Agreement**

5 Ms. Wilson noted this was discussed at the last meeting and this will approve the agreement for  
6 how the excess fill will be funded.  
7

8  
9 ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board  
10 approved the Excess Fill Donation Letter Agreement.  
11

12  
13  
14 **Consideration of Change Order #1 with**  
15 **South Florida Excavation for Earthwork**  
16 **and Roadway Construction**  
17

18 Ms. Johnson noted the Change Order is not in the final form. It was approved in substantial form  
19 at the previous meeting and will need ratification once finalized.  
20

21 This item was tabled.  
22

23  
24 **FIFTH ORDER OF BUSINESS**

25 **Budgetary Matters**

26 **Consideration of Resolution 2026-05,**  
27 **Approving a Preliminary Budget for**  
28 **Fiscal Year 2027, and Setting a Public**  
29 **Hearing Date for Final Adoption**  
30

31 Mr. Weyer gave an overview of the budget increases and noted the Public Hearing will be held at  
32 the August meeting.  
33

34 There was discussion regarding the budget. The budget is Landowner funded at this time. It was  
35 noted the audit has to be filed annually by June 30<sup>th</sup>.  
36

37 There was also brief discussion regarding the landscaping line item. It was noted the budget can  
38 always be decreased, but it cannot be increased once approved.  
39

40 Ms. Wilson noted there will be Builder Funding Agreements.  
41

42 There was discussion regarding the closing timeline and process. Ms. Carvalho gave an overview  
43 of the process related to taking over the budget from the Landowner.  
44

45 Mr. Casalanguida noted this budget would be based on agreements with a pro rata share and  
46 next year's budget would be based on assessments.  
47

1 There was discussion regarding the methodology and the structure of the Landowner  
2 contributions. It was noted the contributions are requested in advance, but there can be true up  
3 payments made as well.

4  
5 There was brief discussion regarding the Field Operations budget.  
6

7  
8 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved  
9 Resolution 2026-05, Approving a Preliminary Budget for Fiscal Year 2027, and Setting a Public  
10 Hearing Date for Final Adoption, with a date of August 10, 2026, at 2:00 p.m.  
11

12  
13  
14 **Consideration of Financial Statements**  
15 **through April 30, 2026**  
16

17 Ms. Carvalho gave an overview of the Financial Statements. It was noted funding requests and  
18 requisitions will be included for ratification in future meetings.  
19

20  
21 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved  
22 the Financial Statements through April 30, 2026.  
23

24  
25  
26 **SIXTH ORDER OF BUSINESS**

27 **Construction Matters**

28 Ms. Johnson noted they are working on the assignment of the engineering contract for Phase 1  
29 and the bill of sale from Hogan Farms to the CDD.  
30

31 Ms. Wilson noted those are in accordance with the acquisition agreement between the Landowner  
32 and the CDD.  
33

34 Mr. Casalanguida noted the reimbursement to Hogan Farms is a high priority.  
35

36 Mr. Hurst requested ongoing construction updates for the projects. Mr. Fruth provided aerial views  
37 and the construction report to the Board.  
38

39 There was brief discussion regarding the photos provided.  
40

41  
42 **SEVENTH ORDER OF BUSINESS**

43 **Other Business**

44 **Staff Reports**

45  
46 **District Manager** – Mr. Weyer noted that there is one registered voter in the District according to  
47 the Supervisor of Elections. He also reminded the Board of the annual Form 1 that is due July 1.  
48 The Board should receive a reminder email.  
49

1 **District Counsel** – Ms. Willson will continue with District Staff on construction and financing  
2 matters.  
3

4 **District Engineer** – Mr. Tryka noted he is working on the requisitions as they come in.  
5  
6

7 **Board Members' Comments/Requests**  
8

9 There were no comments or requests at this time.  
10

11 **Public Comments**  
12

13 There were no public comments at this time.  
14  
15

16 **SEVENTH ORDER OF BUSINESS**  
17

17 **Adjournment**  
18

19 There was no further business to discuss.  
20

21  
22 On MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the May  
23 11, 2026, Board of Supervisors' Meeting of the Brightshore Community Development  
24 District was adjourned at 3:00 p.m.  
25

26  
27  
28  
29  
30  
31  
32 \_\_\_\_\_  
33 Secretary/Assistant Secretary

32 \_\_\_\_\_  
33 Chairperson/Vice Chairperson



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# Brightshore Community Development District

## Administrative Matters

- A. Consideration of Landscape and Secondary Irrigation Procurement Schedule

**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**

**3501 Quadrangle Boulevard, Suite 270  
Orlando FL 32817**

**Addendum No. #3 to the  
Brightshore Community Development District  
Request for Proposals for the Landscape and Irrigation Project  
Collier County, Florida**

**TO:** Prospective Bidders  
**CC:** Russ Weyer, District Manager  
Alyssa Willson, District Counsel  
**FROM:** **Kyle Fruth**, CDD Representative  
**DATE:** **May 29, 2026**

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This **Addendum No. #3**, pertains to the Brightshore Community Development District (“District”) Request for Proposal for above-referenced project, originally issued April 24, 2026, Addendum #1 issued on May 14, 2026 and Addendum #2 issued on May 15, 2026. The following amendments have been made:

**Section: Solicitation and Award Process:**

Dates **highlighted** in the Schedule below reflect the new dates.

<b>DATE/TIME</b>	<b>EVENT</b>
April 17, 2026	RFP Notice is issued.
April 24, 2026 at 1 p.m. (EST)	RFP Project Manual available upon request.
April 29, 2026 at 5 p.m. (EST)	Deadline to challenge RFP Project Manual.
April 29, 2026 to May 15, 2026 (EST)	Site inspections available. (Notify Project Engineer.)
<b>June 5, 2026 at 5 p.m. (EST)</b>	Deadline for questions.
<b>June 12, 2026 at 1 p.m. (EST)</b>	Proposals submittal deadline / Official bid opening meeting.
<b>June 19, 2026 at 10 a.m. (EST)</b>	Evaluation Committee Meeting



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# **Brightshore Community Development District**

## **Administrative Matters**

- B. Consideration of Major User Agreement with Collier County for Irrigation IQ Water

**Major User Agreement for Delivery and Reuse of Irrigation Quality (IQ) Water**

THIS Major User Agreement for the Delivery and Reuse of IQ Water (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, whose mailing address is \_\_\_\_\_, (hereinafter referred to as "User") and the Collier District Water-Sewer District (hereinafter referred to as "District"), collectively, the Parties hereto ("Parties"). This Agreement will take effect on \_\_\_\_\_, 20\_\_ and will be effective through \_\_\_\_\_, 20\_\_.

RECITALS

**WHEREAS**, IQ Water offers an environmentally sustainable method for managing wastewater disposal, conserving potable water sources, and Section 403.064, F.S. encourages local governments to implement reuse projects and places limitations on deep well injection and other forms of effluent disposal; the District desires to use for itself and make available to the public, IQ Water as an alternative water resource to be used for both irrigation and non irrigation purposes; and,

**WHEREAS**, all wastewater treatment plant permittees that reuse IQ Water or dispose of effluent upon any property owned by another party, must enter into a binding agreement between the involved parties to ensure that construction, operation, maintenance, and monitoring of such use meets the requirements of Chapters 62-600, 62-620 and 62-610, F.A.C.; and,

**WHEREAS**, the Board of County Commissioners (Board) has adopted Ordinance No. 2013-\_\_\_\_, to maintain compliance with District Wastewater Reclamation Facility operating permits, applicable laws, rules, and regulations, ensure consistency with the IQ Water Policy and allow for optimization of the District's IQ Water System; and,

**WHEREAS**, the Board has also adopted an IQ Water Policy, as it may be supplemented and amended from time to time, which is intended to provide beneficial public use of IQ Water by ensuring the optimum utilization of the District's limited water supplies; and,

**WHEREAS**, the District agrees to deliver IQ water and the User agrees to receive, accept, and beneficially reuse IQ water upon the lands described in Exhibit "A" and in accordance with the terms, conditions and responsibilities of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. RECITALS. The recitals above are true and correct and are hereby incorporated into and

made a part hereof.

2. CAPITALIZED AND UNDEFINED TERMS SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE DISTRICT IQ WATER POLICY.
3. USER REPRESENTS AND WARRANTS RECORD OWNERSHIP. The User hereto represents and warrants to the District that the Party or Parties identified herein as the User constitute all persons or entities that are the record owners of the irrigable property described in Exhibit "A," attached hereto (hereinafter referred to as the "Property").
4. On \_\_\_\_\_, 2013, the Board of County Commissioners (Board) adopted Ordinance No. 2013-\_\_\_\_ relating to the production, sale and delivery of IQ Water to Users within the District for the benefit of both the Users and the District, among other provisions.

Ordinance No. 2013-\_\_\_\_, to include all of its definitions, terms, conditions, obligations and requirements, is hereby incorporated into this Agreement in its entirety by reference.

5. IQ WATER POLICY. The Board of County Commissioners (Board) has also adopted an IQ Water Policy (Policy), that may be supplemented and amended from time to time, which delineates certain policies for providing IQ Water Service to include, but not be limited to, definitions, levels of service, application of rates, and the provision of service.
6. QUANTITY.

Bulk Service Customers: the User's Allocation is based on the combination of the availability of the District's IQ Water and the IQ Water Application Rate for the Property as described in Exhibit "A." The User's Allocation, which the District agrees to make available, and the User agrees to accept based on the terms of this Agreement, is calculated as \_\_\_\_ million gallons per day (MGD). This Allocation constitutes the minimum amount of IQ Water that the District agrees to provide to the User, subject to all of the other terms and conditions as set out further in this Agreement.

Pressurized Service Customers: the User's anticipated usage is based on the IQ Water Application Rate for the Irrigable Property described in Exhibit "A" and is calculated as \_\_\_\_ million gallons per day (MGD).

The District is not obligated to provide any additional IQ Water to the User beyond the User's Allocation for the term of this Agreement. However, based upon IQ Water availability, the District will use all reasonable efforts pursuant to the terms of this Agreement to provide the User with additional volumes of IQ Water beyond the User's Allocation to approximate the historic volumes delivered to the User. Delivery of this additional IQ Water at any

time does not grant the User with an increase to its Allocation under this Agreement. No Allocations will exceed the amount as is determined by the availability of the IQ Water.

If the User is desirous of limiting the amount of IQ Water received to a specific volume less than or only equal to the Allocation amount, the User must file a request in writing to the District. Modifications to this request may only be made once per calendar year.

The District agrees that it will provide the User with its Allocation of IQ Water instead of the deep injection of IQ Water (including charging aquifer storage and recovery wells); except for reclaimed water needed for water reclamation facility treatment processes, injection well testing, flushing and other regulatory requirements or as it may be deemed necessary by the District to do so from time to time in order to protect the Public's health and safety.

For purposes of this Agreement, each day equals a twenty-four (24) hour period, which begins at midnight, 12:00 a.m. The District retains the right and sole discretion with respect to delivery times to the Users.

Prior to the addition of any future Users of the IQ Water System, and based on IQ Water Availability, existing Major Users will be provided with an opportunity to increase their Allocations on a pro-rata basis up to the amount of one inch (1") per acre, per week, of the IQ Water Application Rate of the then recognized amount determined by the IQWAR utilization, in exchange for the User's water use permit substitution or offset credits. For the purpose of the application of this future User prioritization, any increase in IQ Water volume for existing Major Users will be based on the amount of the Major Users' irrigable acres irrigated with IQ Water in 2012.

7. TERM. The User agrees to receive from the District, IQ Water for approved uses for a minimum term of five (5) years from the effective date of this Agreement (or for such other initial term as may be determined by the District to provide for the expiration of the first five-year term of this Agreement to coincide with the expiration of all other initial five-year Major User Agreements), and which may be renewed for successive five (5) year terms upon the mutual agreement of both Parties. Within no less than one hundred eighty (180) days and no more than three hundred sixty five (365) days from the end of the initial five (5) year term or the then-current five (5) year term, the Parties will meet and discuss the terms and conditions for entering into a new Agreement, which will reflect all of the terms and provisions then being incorporated into like District Major User Agreements. If revisions to the then current standardized Agreement are required, then the User may elect to not enter into a new Agreement with the District at its discretion. If revisions are not required to the then-current standardized Agreement or the Special Provisions, then that Agreement shall automatically renew for a new five year term.

8. IQ WATER DEFINITION. shall mean alternative water resources other than potable water, available to the District and shall include: (a) wastewater that has received the treatment established by the Florida Administrative Code, Rule 62-610.460, currently defined as wastewater that meets, at a minimum, secondary treatment and high-level disinfection after disinfection and before discharge to holding ponds or the IQ Water System and (b) Supplemental Water Supplies such as ground or surface water. IQ Water may also be referred to as reuse water, effluent water, or reclaimed water.

9. POINT OF DELIVERY (POD). The POD is as defined in Ordinance No. 2013-\_\_\_\_ and located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
further identified in Exhibit "B."

In the event that an existing Point of Delivery (POD) is being relocated and the District will be relinquishing ownership and maintenance responsibility of any facilities, the District agrees to provide to the User of any such conveyed facilities, a 5-year warranty commencing from the date this Agreement is executed by the Parties, to offset any direct expenses that the User may incur as the result of the permanent assumption of the ownership and maintenance of the conveyed facilities, whereby the District will agree to repair any facilities conveyed to the User that break down or otherwise fail to function as intended, when the cause of the failure cannot be directly attributed to an act or acts caused solely by the User or its agents. The District will also provide the User all District easements necessary for the User's maintenance of the conveyed facilities.

10. DELIVERY OF IQ WATER. All IQ Water delivered to User will meet applicable state, federal and local requirements at the District's Compliance Points. The District will not provide any additional wastewater treatment to the IQ Water beyond the compliance points located at the water reclamation facilities. No warranties or guarantees are made by the District with respect to IQ Water characteristics after its discharge from the water reclamation facilities. The District will not be held liable for any damage or harm to persons, property or vegetation resulting from the application of District IQ Water by the User.

11. METERS. All connections to the IQ Water system shall be metered in accordance with Ordinance No. 2001-73, as amended.

12. DISTRICT RESPONSIBILITIES UPSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in the Special Provisions paragraph in this Agreement to the contrary, the District shall own and be responsible for all repairs and associated costs of operating the IQ water system up to the POD.

13. DISTRICT RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in the Special Provisions

paragraph in this Agreement to the contrary, the District shall NOT own, operate, or maintain the IQ water distribution system and shall not be deemed to be in possession or control of the IQ water distribution system downstream of the POD.

14. USER RESPONSIBILITY UPSTREAM of the POINT OF DELIVERY. The User shall NOT own, operate, maintain or change or modify any part of the District's infrastructure. However, the User is responsible for landscape maintenance such as mowing and tree trimming around the District owned infrastructure on the User's property.

15. USER RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in the special provisions paragraph in this Agreement to the contrary, the User shall take full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance, and repair of the IQ water system downstream of the POD as outlined in Ordinance No. 2013-\_\_\_\_.

All User-owned pump stations must be equipped to automatically shut down due to low pressure or lack of flow. The District shall not be liable for User equipment failure or any damage due to low pressure or lack of flow.

The User shall post IQ Water advisory signs as described in Section 62-610.468 F.A.C. Residential, industrial, and commercial users shall post, maintain, and replace signage at all community/facility entrances, storage facilities, and water features. Golf courses shall post, maintain, and replace signage at the storage facilities, water features, and either at the first and the tenth tee or on score cards, at the User's option.

16. USER RESPONSIBILITY TO CONVEY EASEMENTS FOR IQ WATER FACILITIES TO DISTRICT. Upon the request from the District, the User, its successors and/or assigns, shall convey to District any and all utility and/or access easements necessary for IQ water distribution on their premises, at no cost to the District. All such documents shall be prepared, reviewed and processed in accordance with the provisions of Ordinance No. 2004-31, as amended, Ordinance No. 2013-\_\_\_\_ and recorded as set forth herein.

17. CONSERVATION. User shall make all reasonable efforts to conserve IQ Water. The User shall ensure that the User's employees, contractors, agents, residents, and invitees are informed about the importance of water conservation by implementing an educational program.

18. INDEMNIFICATION AND HOLD HARMLESS.  
(i) Upon a finding through a production of competent evidence that: (a) the District has not placed anything either into or onto the User's property without the User's written consent, and (b) the User is responsible for injury to persons on, or damages to the property of the District, the User indemnifies and holds the District harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the User, its agents,

employees, residents, guests, or invitees, whose acts or omissions for which the District may be held liable during the District's performance of this Agreement; to specifically include any cross connections made by the User, including, but not limited to: between potable water, IQ water, surficial water and any other additional or supplemental water sources. User acknowledges that IQ water, due to its chemical composition, may not be compatible with the Users' irrigation of certain susceptible vegetation. User agrees that District will not be held liable for any damages that may occur to vegetation or for any other damages that may occur due to the use of IQ water by the User provided that the quality of the IQ Water that is delivered to the User meets all applicable state, federal and local requirements at the District's Compliance Points.

(ii) Upon a finding through the production of competent evidence that: (a) the User has not placed anything either into or onto the District's property or the District's easements for its reuse water delivery system without the District's written consent and the placement caused the alleged damage, and (b) the District is responsible for injury to persons on, or damages to the residential or commercial property of the User as the result of the negligence, omissions or willful acts of the District's employees, agents or other entities otherwise engaged by the District to develop, install, operate, manage or maintain the District's reuse water system on the User's property; the District, expressly without waiving any of its rights to sovereign immunity, and then only to the extent permitted by Florida law, in particular, Section 768.28, Florida Statutes, hereby indemnifies and holds the User harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the District, its agents, employees, residents, guests, or invitees, whose acts or omissions for which the User may be held liable during the User's performance of this Agreement. The District will not be held liable for any consequential damages as the result of its lawful activities in providing IQ Water to any Users.

(iii) For the purpose of both provisions (i) and (ii) above, if the Parties cannot resolve any dispute between them with their own representatives, formal mediation with a Florida Certified Mediator shall be held by the Parties with each party bearing one-half (½) of the expenses of the Mediator selected by and acceptable to both Parties. If mediation between the Parties is unsuccessful, both Parties may avail themselves of all other available remedies at law and in equity.

#### 19. CROSS CONNECTIONS PROHIBITED.

On all properties where IQ Water service is provided, the public water supply shall be protected by an approved backflow protection device as specified in Ordinance No. 1997-33, as amended.

To determine the presence of any potential hazards to the District's potable or IQ Water Systems, the District shall have the right, but not the duty, to enter upon the premises and operate the private system of any User receiving IQ Water for the

purpose of performing cross connection inspections.

If a cross connection is found on a User's property, the District will immediately suspend IQ Water service pursuant to the provisions of Collier County Ordinance No. 2013-\_\_\_\_. The District will provide a verbal notification to the User, followed by a detailed written notice as soon as practicable. IQ Water service will only be reinstated upon: (a) the removal of the cross connection together with any reasonable terms and conditions that the District determines are necessary to avoid future cross connections; (b) there is no history of previous cross connections or violations of the other provisions of Collier County Ordinance No. 2013\_\_\_ relating to the public health and safety by the User; and (c) the Florida Department of Environmental Protection (FDEP) provides its approval of the reinstatement to the District in a writing, if necessary. The User will be responsible for all costs incurred by the District and the User resulting from the cross connection. These costs include all potable or IQ Water used, including all potable water used for flushing lines, and follow-up cross connection inspections performed by a licensed professional irrigation contractor or a certified Reclaimed Water Field Inspector as mandated by the District. IQ Water service will not be restored prior to submittal of a written report summarizing the cross connection inspections with subsequent written approval by the District.

The User shall provide results of cross connection inspections performed upon initial connection to the District's System and take all reasonable precautions to prevent any cross connections while making repairs or extensions to the User's irrigation system.

The User must provide the results of a cross connection inspection performed at each internal service connection prior to each future Agreement renewal. At the end of the five year term, one hundred percent of all potable and IQ Water service connections shall have been inspected. The results of the cross connection inspections must be submitted to the District by the User within thirty days of inspection. At the time of the Agreement Renewal, the User is required to submit \_\_\_\_\_ cross connection inspections. The service connections that require inspections are listed in Exhibit "C." Additional cross connections inspections may be required as determined by the District when additional service connections are made or cross connections are found

20. RATE TO BE CHARGED FOR IQ WATER. For having available and/or furnishing the IQ Water, the District shall charge and User shall pay the rates and charges as defined in Ordinance No. 2001-73.

The User is receiving \_\_\_\_\_ Service under this Agreement.

- A. Bulk Service will be billed by the District as being the greater of either: i) the daily Allocation multiplied by 365 days and divided by twelve billing cycles, or ii) the actual IQ Water delivered as metered at the User's POD.

Additional usage above the Allocation amount will be billed per published and prevailing rates, per service type, per 1000 gallons. For Major Users with Bulk Service, the Allocation as billed for the respective billing period shall be equivalent to a meter availability charge.

- B. Pressurized Service will be billed by the District as the actual metered IQ Water delivered at the User's POD in addition to the service availability charge. Users with Pressurized Service may be subject to future conservation rates.
21. BILLING. Subject to terms and conditions of this Agreement, the District shall invoice the User for services on a monthly basis in accordance with Ordinance No. 2001-73, as amended, billing cycle meter readings, calculated charges, and other applicable rates, fees, and charges. The invoice shall include the billing period of service, the amount of IQ water service flows for each billing cycle, the total dollar and cents amount of the invoice, the amount of any credit applicable to said invoice whether by payment or otherwise, the due date, and contact telephone number for any questions regarding the invoice.
  22. UNPAID FEES CONSTITUTE A LIEN ON USER'S PROPERTY. The User acknowledges and agrees that in the event that any fees, rates, or charges for the IQ Water Service and facilities provided for under this Agreement are not paid and become delinquent, any unpaid balance and all interest accruing thereon shall constitute a lien on the User's property pursuant to Section 10 of Ch. 2003-353, Laws of Florida, the "Collier County Water-Sewer District Special Act" (the "Act").
  23. USER EMERGENCY SITUATIONS. In the event of an emergency as defined in this Paragraph 23, the User shall notify any of those District representatives set forth herein and request that the supply of IQ Water temporarily cease. Such notice shall be made in writing where circumstances permit (an electronic writing is acceptable), and in the event of an immediate emergency, such notice may be by telephone with subsequent written confirmation. Emergencies shall include, but not be limited to, the following:
    - (a) Climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it impossible for User to accept IQ Water.
    - (b) Short term equipment or material failure, making it impossible for User to store or distribute the IQ Water.
    - (c) An act of God that makes it impossible for User to accept, store or distribute the IQ water.
  24. DISTRICT EMERGENCY SITUATIONS. The District may temporarily cease IQ Water

Delivery in anticipation of a major storm event. This emergency situation shall not relieve the User from payment for that period of time.

25. DISTRICT NOT LIABLE FOR FAILURE TO DELIVER IQ WATER. The District shall not be held liable by the User for failure to deliver IQ Water if certain situations preventing delivery exist that are beyond the reasonable control of the District. Such situations include, but are not limited to, the following:

- (a) Unavailability of IQ Water due to a loss or lack of influent to the water reclamation facilities due to a collection system failure or a reduction of wastewater influent flow beyond the anticipated low flow periods.
- (b) Unavailability of IQ Water due to a process failure.
- (c) Non-compliant IQ Water, making it unusable for approved uses.
- (d) Equipment or material failure in the IQ Water delivery system, including storage and pumping.
- (e) IQ Water treatment facility repair or maintenance.
- (f) An act of God that makes delivery of IQ Water by the District not feasible or impossible.
- (g) Unusual climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it not feasible or impossible for the District to deliver IQ Water.

In the instance of Force Majeure or other situations limiting IQ Water availability, the District has the right to interrupt service per District operating protocols. Users directly impacted by a specific event; such as interruption of all Users downstream of IQ Water main break will be interrupted as needed. In the event of limited IQ Water availability, Bulk Users will be uniformly interrupted by a pro-rata percentage of their Allocation.

26. NOTICES. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing sent electronically with a request for confirmation or receipt, or by facsimile with automated confirmation of receipt; or hand delivery by a private service; or by registered or certified United States mail, return receipt requested, postage prepaid; or personal delivery addressed as follows:

USER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISTRICT:  
Wastewater Director  
4370 Mercantile Avenue  
Naples, FL 3401

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Office of the Collier County Attorney  
3299 Tamiami Trail E., Suite 800  
Naples, FL 34112

The addressees, addresses and numbers for the purpose of this section may be revised by either Party by giving written notice of such change to the other party in any of the manners provided herein. For the purpose of changing such addressees, addresses and numbers only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes. Notice given in accordance with the provisions of this section shall be deemed to be delivered and effective upon receipt of an automated fax confirmation; or on the fifth day after the certified or registered mail has been postmarked; or receipt of personal delivery; or delivery with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal service as not delivered as the case may be, if mailed.

27. NOTIFICATION IN EVENT OF EMERGENCY. The User’s representative who shall be notified in the event of an emergency or District’s inability to deliver IQ water are:

NAME, PHONE, EMAIL ADDRESS;

\_\_\_\_\_  
( ) \_\_\_\_\_  
\_\_\_\_\_

The District shall attempt User notification by telephone or email stating the nature of the emergency and the anticipated duration of the service interruption if the interruption is expected to exceed 72 hours. It is the responsibility of the User to provide written notification to the District of a change in representative. User may change its representative by providing written notice to District to become effective upon acknowledgement by District.

The District representatives who shall be notified in the event of an emergency are:

Irrigation Quality Manger, (239) 252-6284; AND On Call Wastewater Department,  
(239) 252-2600

28. USE OF IQ WATER. (i) The User hereby affirms that it has read, understands and will fully comply with the terms, conditions, requirements and obligations of Ordinance No. 2013-\_\_\_\_ for the receipt of District IQ Water; and (ii) the User shall accept the IQ Water delivered by the District and use it only for approved uses on the User's Property pursuant to all applicable local, State, and Federal regulations.

29. CHANGES IN LAW/EXCUSE FROM PERFORMANCE.

(i) This Agreement will be governed for this initial five (5) year term by the provisions of Collier County Ordinance No. 2013-\_\_\_\_ as adopted on \_\_\_\_\_, 2013.

(ii) During the term of this Agreement, if there are any amendments, revisions or changes made to any relevant provisions of federal, state or other local laws, rules or regulations that negatively affect either of the Parties' ability to perform its respective duties or obligations, or obtain the reasonably backed financial benefits expected under this Agreement, then within ninety (90) days following the final adoption of such new law, rule or regulation, the Parties will meet and conduct good faith discussions and negotiations with respect to resolving the effected Party's adverse impact to include a mutually agreeable termination of the Agreement, if warranted.

(iii) If for any reason during the term of this Agreement, any State or Federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall adopt any laws or rules that will require any change in the operation of the treatment, transmission, and distribution systems or the application and use of IQ water, then to the extent that such requirements shall affect the ability of any Party to perform any of the terms of this Agreement, the affected Party shall be excused from the performance thereof and the Parties hereto in conformity with such permits, approvals, or requirements shall negotiate a new Agreement if practicable.

(iv) However, nothing shall require User or District to accept any new or renewal agreement if it substantially adds to the District's or the User's obligations or responsibilities duties, obligations, and expenditures hereunder.

30. RIGHT TO TERMINATE. In the event of a default under this Agreement, the non-defaulting party shall provide the defaulting party written notice of the default. The defaulting party shall be given a minimum of thirty (30) days or such other reasonable time period (if the default cannot be cured in thirty (30) days) to cure the default. If the default is not timely cured, the non-defaulting party may notify the defaulting party in writing that it has elected to terminate this Agreement. In the event that there is default under this Agreement that could result in immediate harm to the Public's health or safety, the non-defaulting party may immediately suspend its

performance under this Agreement to include the immediate suspension of the delivery of IQ Water if the non-defaulting Party is the District, by providing the defaulting Party with telephonic notice of such suspension followed up by written notice. Any such suspension shall continue until such time as the default is cured or the Agreement has been terminated.

31. ACCESS. User consents to the reasonable entry by the District upon the User's Property as provided for by Ordinance No. 2013- \_\_\_\_\_.
32. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the identified Parties hereto, and their successors in interest, or assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a Party hereto.
33. SEVERABILITY. If any court of competent jurisdiction finds that any part of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.
34. LAND USE APPROVALS. This Agreement shall not be construed as a basis for granting, assuring, indicating, denying, refusing to grant or preventing any future grant of land use zoning approval, permissions, variances, special exceptions or any other rights with respect to the real property in the approved uses area, so long as those approvals do not render this Agreement null and void, and/or negatively impact the IQ use by the User.
35. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, Florida Administrative Code, Collier County Ordinances, and the IQ Water Policy, as they may be amended or replaced from time to time.
36. ASSIGNMENT. Assignment or transfer of the User's rights or obligations under this Agreement is prohibited without prior written consent of the District. Any attempt by User to assign or otherwise transfer this Agreement off the Property shall be deemed to be null and void.
37. BINDING EFFECT. This Agreement shall be binding upon the Parties hereto, their successors and assignees.
38. RECORDATION; AGREEMENT RUNS WITH THE LAND. This Agreement shall be executed in accordance with Florida Statutes to allow for it to be recorded in the Public Records of Collier County, Florida, at the District's cost, and shall thereby run with the land. Any easement granted by the User and any successor and/or assigns, or any termination issued hereunder, shall also be recorded in the Public Records of Collier

County, Florida.

The User shall have the right to sell, transfer, or encumber the Property, except that written notice of any proposed sale or transfer must be given to the District, as provided for herein, at least thirty (30) days prior to sale or transfer. So long as use of the property shall substantially continue to be for the purposes intended by this Agreement, any subsequent party shall be obligated under the same terms and conditions of this Agreement unless modified by written agreement between the District and any successor and/or assigns. At the first five (5) year renewal period after such sale, transfer, or encumbrance, the Agreement must be renewed with the successor and/or assigns, or IQ Water service will be discontinued.

39. ENTIRE Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter referenced herein. Any amendment hereto shall be in writing duly executed with the same formalities as this Agreement by the Parties hereto, or their successors in interest to the Property. Each amendment shall clearly and specifically refer to this Agreement by title and date. Any amendments to Ordinance No. 2013- \_\_\_\_\_, or the IQ Water Policy shall not be applicable to the User during the initial five (5) year term of this Agreement.
40. SPECIAL PROVISIONS. Exhibit "D" assigns and defines site specific provisions, if any are applicable.
41. EXHIBITS. See attachments.

Witnesses:

AS TO USER: [Insert User Name]

\_\_\_\_\_  
Witness (Signature)

Name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print name and title: \_\_\_\_\_

\_\_\_\_\_  
Witness (Signature)

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness (Signature)

Name: \_\_\_\_\_

\_\_\_\_\_  
[USER NAME] – If a co-owner

\_\_\_\_\_  
Witness (Signature)

Name: \_\_\_\_\_

AS TO THE DISTRICT:

ATTEST:

Crystal K. Kinzel, Clerk of the  
Circuit Court and Comptroller

By: \_\_\_\_\_  
          , DEPUTY CLERK

BOARD OF DISTRICT COMMISSIONER, COLLIER  
DISTRICT, FLORIDA, AS THE GOVERNING BODY  
OF COLLIER DISTRICT AND EX-OFFICIO THE  
GOVERNING BOARD OF THE COLLIER DISTRICT  
WATER-SEWER DISTRICT

By: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Scott R. Teach  
Deputy Collier County Attorney

**EXHIBIT A**

**Property Description**

**EXHIBIT B**  
**Point of Delivery**

**EXHIBIT C**

**Cross Connection Inspections Required**

**EXHIBIT D**  
**Special Provisions**



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# **Brightshore Community Development District**

## **Financing Matters**

- A. Ratification of Requisitions 1 through 5

## FORM OF REQUISITION FOR SERIES 2026 PROJECT

The undersigned, an Authorized Officer of Brightshore Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of March 1, 2026 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 1

(B) Name of Payee: Peninsula Improvement Corporation

(C) Amount Payable: \$884,954.29

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Not Applicable

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2026 Project and each represents a Cost of the Series 2026 Project that has not previously been paid out of such Account;

OR

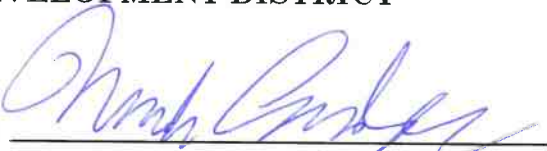
this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**BRIGHTSHORE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Authorized Officer  
Requisition No.: 1

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2026 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2026 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

  
Consulting Engineer  
Requisition No.: 1

## FORM OF REQUISITION FOR SERIES 2026 PROJECT

The undersigned, an Authorized Officer of Brightshore Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of March 1, 2026 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 2

(B) Name of Payee: Collier Insurance Agency

(C) Amount Payable: \$371,747.05

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Not applicable.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2026 Project and each represents a Cost of the Series 2026 Project that has not previously been paid out of such Account;

OR


this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**BRIGHTSHORE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Authorized Officer  
Requisition No.: 2

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2026 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2026 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

  
Consulting Engineer  
Requisition No.: 2

## FORM OF REQUISITION FOR SERIES 2026 PROJECT

The undersigned, an Authorized Officer of Brightshore Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of March 1, 2026 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Name of Payees: Ferguson US Holdings Inc.  
Quality Precast Solutions, LLC
- (C) Amount Payable: \$392,224.86 Broken Down as follows:

Check payable to:	Invoice Number	Invoice Date	CDD Amt. Due
FERGUSON US HOLDINGS INC	1726130	4/16/2026	\$50,043.98
FERGUSON US HOLDINGS INC	1726130-1	04/20/206	\$64,407.30
QUALITY PRECAST SOLUTIONS, LLC	13609	4/22/2026	\$14,083.00
QUALITY PRECAST SOLUTIONS, LLC	16310	4/23/2026	\$12,488.42
FERGUSON US HOLDINGS INC	1726130-3	4/23/2026	\$251,202.16
<b>TOTAL:</b>			<b>\$392,224.86</b>

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Not applicable.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

■ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2026 Project and each represents a Cost of the Series 2026 Project that has not previously been paid out of such Account;

OR


this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**BRIGHTSHORE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Authorized Officer  
Requisition No.: 3

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2026 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2026 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

  
Consulting Engineer  
Requisition No.: 3

## FORM OF REQUISITION FOR SERIES 2026 PROJECT

The undersigned, an Authorized Officer of Brightshore Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of March 1, 2026 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Name of Payees: South Florida Excavation, Inc.
- (C) Amount Payable: \$1,291,715.55 Broken Down as follows:

Check payable to:	Invoice Number	Invoice Date	CDD Amt. Due
SOUTH FLORIDA EXCAVATION, INC.	DRAW 1/CDD PHASE 1	3/20/2026	\$684,330.68
SOUTH FLORIDA EXCAVATION, INC.	DRAW 2/CDD PHASE 1	4/21/2026	\$607,384.87
<b>TOTAL:</b>			<b>\$1,291,715.55</b>

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Not applicable.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2026 Project and each represents a Cost of the Series 2026 Project that has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**BRIGHTSHORE COMMUNITY  
DEVELOPMENT DISTRICT**

By: 

Authorized Officer  
Requisition No.: 4

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2026 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2026 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer  
Requisition No.: 4

## FORM OF REQUISITION FOR SERIES 2026 PROJECT

The undersigned, an Authorized Officer of Brightshore Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of March 1, 2026 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 5
- (B) Name of Payees: Collier County Board of County Commissioners  
Hogan Farms, LLC
- (C) Amount Payable: \$5,485,020.01 Broken Down as follows:

Check Payable To:	Invoice Number	invoice Date	CDD Amt. Due
Collier County Board of Commissioners	4072026	4/7/2026	\$2,572,000.00
Check Payable To:	Invoice Number	invoice Date	CDD Amt. Due
Hogan Farns LLC	Eng Phase 1	5/26/2026	\$1,048,891.67
Hogan Farns LLC	Bill of Sale/202605	5/27/2026	\$1,864,128.34
Total:			\$5,485,020.01

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Not applicable.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

■ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2026 Project and each represents a Cost of the Series 2026 Project that has not previously been paid out of such Account;

OR


this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

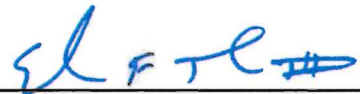
Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**BRIGHTSHORE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Authorized Officer  
Requisition No.: 5

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2026 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2026 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

  
Consulting Engineer  
Requisition No.: 5