

Brightshore Community Development District

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

May 21, 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 **Wednesday, May 21, 2025, at 2:00 p.m.**, at the **Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105**. The agenda is as follows:

GENERAL ORGANIZATIONAL MEETING

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

GENERAL DISTRICT ITEMS

3. Consideration of the Following General District Items:

- | | | |
|----|-------------------------------------|-----------|
| A. | General Meeting Notice Publication. | Exhibit 1 |
|----|-------------------------------------|-----------|

ORGANIZATIONAL MATTERS

4. Consideration of the Following Organizational Matters:

- | | | |
|----|--|-----------|
| A. | Consideration of Mattice Business Services proposal. | Exhibit 2 |
| B. | Consideration of Real Estate Econometrics Contract Addendum. | Exhibit 3 |

BUDGETARY MATTERS

5. Consideration of the Following Budgetary Matters:

- | | | |
|----|--|-----------|
| A. | Consideration of Resolution 2025-4, Approving Fiscal Year 2025/2026 Proposed Annual Budget and Setting a Public Hearing Date for Final Adoption. | Exhibit 4 |
| B. | Consideration of April 30, 2025, Financial Statements. | Exhibit 5 |

FINANCING MATTERS

6. Consideration of the Following Financing Matters:

- A. Consideration of the Series 2025 First Supplemental Engineer's Report. Exhibit 6
- B. Consideration of the Series 2025 First Supplemental Assessment Methodology Report. Exhibit 7
- C. Consideration of Resolution No. 2025-5, Delegated Award Resolution. Exhibit 8
 - 1. Form of Bond Purchase Agreement.
 - 2. Forms of Master Trust Indenture and Supplemental Indenture.
 - 3. Form of Preliminary Limited Offering Memorandum.
 - 4. Form of Continuing Disclosure Agreement.
 - 5. Forms of Ancillary Agreements.

CONSTRUCTION MATTERS

- A. Ratification of EWP Work Performance Agreement with Collier County. Exhibit 9
- B. Ratification of Excavation Performance Agreement and Bond. Exhibit 10
- C. Ratification of Plat Construction and Maintenance Agreement. Exhibit 11

OTHER BUSINESS

7. Staff Reports

- A. District Manager.
 - 1. Supervisor of Elections – Brightshore CDD Registered Voters Notice. Exhibit 12
 - 2. Audit update.
 - 3. Form1 submission by July 1, 2025.
- B. Legal Counsel.
- C. District Engineer.

8. Adjournment

EXHIBIT 1

Naples Daily News

Public Notices

Originally published at [naplesnews.com](https://www.naplesnews.com) on 05/13/2025

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 Wednesday, May 21, 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

May 13, 2025

5/13/25 11297128



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 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:

05/13/2025

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 05/13/2025

Legal Clerk

Notary, State of WI, County of Brown

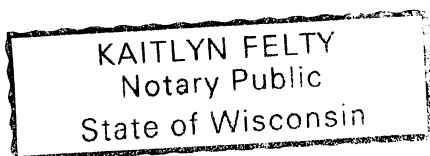
5.7.27

My commission expires

Publication Cost: \$217.60
Tax Amount: \$0.00
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Order No: 11297128 # of Copies:
Customer No: 1126482 1
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



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

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Meetings may be cancelled from time to time without advertised notice.

District Manager
May 13, 2025
5/13/25 11297128

EXHIBIT 2

Mattice Business Services, Inc.

April 16, 2025

Brightshore CDD
C/O Real Estate Econometrics, Inc.
Russ Weyer
Suite 100
707 Orchid Drive
Naples, Florida 34102

Dear Russ,

We appreciate the opportunity of providing accounting and bookkeeping consulting services. To ensure a complete understanding between us, this letter will describe the scope and limitations of the services we will provide for you.

What We Will Do:

Services will include the following for the Brightshore CDD for Fiscal Year Ending 9/30/26:

Monthly Services to include:

- Journal Entries to reflect distributions of funds from the Trust Account
- Review all transactions in General Ledger to assure accuracy and make necessary adjustments.
- Reconcile all Trust bank accounts monthly.

Annual Services to include:

- Aid in getting files ready for audit, i.e. journal entries, reconciliations, etc.
- Create Trial Balance by class for audit and fulfill any other audit requests.
- Work with Russ Weyer on year-end entries.
- Enter Year End Adjusting Journal Entries from Audit
- Enter new fiscal year budget into QuickBooks Online

What We Won't Do

We will make no audit or other verification of the data you submit. We may provide reports that contain portions of financial information; these reports are for internal management use only. We will not provide any financial statements and will not perform any compilation, review, or audit of any of the financial information. We do not at any time provide legal services of any type. We have not been requested to discover misrepresentations, fraud, illegal acts, or theft but will make you aware of anything out of the ordinary that we feel needs to be brought to your attention. Therefore, have not included any procedures designed or intended to discover such acts, and you agree we have no responsibility to do so.

When We'll Do It

This engagement will begin upon signing and if this agreement is signed and returned to our office and will continue on an as needed basis or until either party terminates the agreement. This engagement is made on a time-and-materials, best-efforts basis. You further agree that, should you be approached by a person who is or has been an employee or independent contractor of Mattice Business Services, Inc., beginning with the period described above, you will not offer to nor employ or retain as an independent contractor or agent any such person for a period of 2 years following the termination of this agreement.

Hardware and Software Warranties

During the engagement, we may recommend the purchase and installation of computer or technological hardware, software, communications, or services by your company. Warranties, to the extent they exist, are provided only by the manufacturer/vendor of those computer products.

Services Outside the Scope of this Letter

You may request that we perform additional services at a future date not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services will necessitate that we issue a separate engagement letter to reflect the obligations of both parties.

Fees

The monthly fee will be \$400.00 per month.
This fee will be billed monthly due on the first of each month commencing November 1, 2024, through November 1, 2025, and is due upon receipt.
Any services not outlined above will be billed separately.

Confidentiality

All information seen or heard regarding a client's business or personal information will be kept strictly confidential.

Retainer

No retainer will be required for this engagement.

Approvals

Please date and sign a copy of this letter and return it to us to acknowledge your agreement with the terms of this engagement.

Sincerely yours,

Lynn Mattice

Lynn Mattice, President
MATTICE BUSINESS SERVICES, INC.
www.MATTICEBUSINESS.com

Acknowledged:

Signature and Title

Date

EXHIBIT 3



Real Estate Econometrics, Inc.

ADDENDUM TO ORIGINAL APPROVED PROPOSAL

TO: Mr. Nick Casalinguida
Chairman
Brightshore Community Development District

FROM: G. Russell Weyer
President
Real Estate Econometrics, Inc.

SUBJECT: Addendum to the Brightshore Community Development District
Management Agreement dated March 20, 2023

DATE: May 21, 2025

Background

The Brightshore Community Development District (“District”), contracted with Real Estate Econometrics, Inc. (“REEI”) to manage all aspects of the District’s operations including accounting services, minutes and public records services and lien book and tax roll services. That proposal was approved at the March 20, 2023, District organizational meeting. The fee affixed to that proposal was \$24,000 a year paid at \$2,000 a month. The fee was increased to \$2,500 a year during last year’s budget process.

REEI has requested an increase in the fee to \$3,500 a month or \$42,000 a year effective the fiscal year 2025-2026. The reason for the increase is the additional work required to manage the construction function being undertaken by the District along with the increased management responsibilities due to the District’s growth and interaction with the Brightshore HOA.

All other elements of the original agreement remain unchanged with this addendum.

Authority to Execute

Each of the parties hereto covenant to the other that it has the lawful authority to enter into this relationship, that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this ____ day of _____, 2025.

Board of Supervisors
Brightshore Community Development District

Signature _____
Chairman

Printed Name _____

Signature _____
Real Estate Econometrics, Inc.

Printed Name _____

EXHIBIT 4

RESOLUTION 2025-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Brightshore Community Development District ("**District**") a proposed budget ("**Proposed Budget**") for the fiscal year ending September 30, 2026 ("**Fiscal Year 2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 11, 2025

HOUR: 2:00 p.m.

LOCATION: Barron Collier Companies Offices
2600 Golden Gate Parkway
Naples, FL 34105

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF MAY 2025.

ATTEST:

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2026 Proposed Budget

Exhibit A

Fiscal Year 2025-2026 Proposed Operations & Maintenance Budget

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT		
GENERAL FUND		
FOR FISCAL YEAR 2025-2026 - THROUGH SEPTEMBER 30, 2026		
	BUDGET	
REVENUES		
ON-ROLL ASSESSMENTS		
DEVELOPER CONTRIBUTION	\$ 151,475	Unplatted Acres
INTEREST REVENUE		
MISCELLANEOUS REVENUE		
TOTAL REVENUES	\$ 151,475	
EXPENDITURES		
ADMINISTRATIVE GENERAL		
BOARD OF SUPERVISORS PAYROLL	\$ -	
PAYROLL TAXES	-	
PAYROLL SERVICE FEE	-	
MANAGEMENT CONSULTING SERVICES	42,000	\$3,500/Month - 12 Months
ASSESSMENT ADMINISTRATION	15,000	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION	3,500	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	500	Office Supplies, etc.
BANK CHARGES	-	
AUDITING	7,000	2022-23 Audit - Not required if under \$50,000
ACCOUNTING SERVICES AND ON-LINE QB SUBSCRIPTION	6,000	\$500/Month - 12 Months
INSURANCE (Liability, Property & Casualty)	6,800	DAO Insurance
LEGAL ADVERTISING	7,500	
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	40,000	Kutak Rock LLP
ENGINEERING SERVICES - General	20,000	LJA Engineering
WEBSITE DESIGN & HOSTING	3,000	Required by State Law
MISCELLANEOUS SERVICES		
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 151,475	
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$ -	
LANDSCAPING & FIELD MAINTENANCE	\$ -	
LANDSCAPE REPLACEMENT	\$ -	
LANDSCAPE MULCHING	\$ -	
IRRIGATION REPAIRS	\$ -	
ELECTRICITY	\$ -	
WATER USE MONITORING	\$ -	
ENTRY MONUMENTS MAINTENANCE	\$ -	
WETLAND MONITORING	\$ -	
SFWMD ERP ANNUAL REPORT	\$ -	
LAKE TESTING	\$ -	
LAKE MAINTENANCE	\$ -	
OFFSITE MITIGATION MAINTENANCE	\$ -	
TOTAL FIELD OPERATIONS EXPENDITURES	\$ -	
TOTAL EXPENDITURES	\$ 151,475	
Balance	\$ -	

EXHIBIT 5

Brightshore Community Development District
Cash Flow
April 30, 2025

	<u>Total</u>
Revenue	
1363116 Off Roll Assessments (1/2 through 3/31/25)	\$ 71,987.50
Total Revenue	<u>\$ 71,987.50</u>
Expenditures	
1100000 Administrative	
1512100 Management Consulting Services	\$ 14,000.00
1513000 Miscellaneous Expense	100.00
1513014 Website Hosting & Management	2,493.00
1513020 Office Expense	89.25
1513048 District Filing Fee	175.00
1513055 Legal Advertising	2,979.44
1513070 Auditing Services	0.00
1513075 Accounting Services	2,875.00
1513080 General Engineering Services	3,120.00
1513090 Engineer - Construction Review Work	4,380.00
1513100 Insurance- General Liability	5,200.00
1514010 Legal Services	7,918.91
1514012 Legal Services - Series 2023 Construction	14,127.65
1519001 Miscellaneous	4,000.00
Total 1100000 Administrative	<u>\$ 61,458.25</u>
Total Expenditures	<u>\$ 61,458.25</u>
Net Revenue	<u><u>\$ 10,529.25</u></u>

BRIGHTSHORE CDD BUDGET TO ACTUAL THROUGH 4/30/2025

FY 2024-2025 Budget Line Item	FY 2024-2025 Budget	Cash Flow (3/31/25)	Remaining (9/30/25)
ADMINISTRATIVE			
Management Consulting Services	\$30,000.00	\$14,000.00	\$16,000.00
Lien Book, MBS Capital, Tax Collector, U.S. Bank	0.00	0.00	0.00
Assessment Roll Prep for Property Appraiser	0.00	0.00	0.00
Office Supplies / Miscellaneous	500.00	189.25	310.75
Master Assessment Methodology Report	0.00	0.00	0.00
Accounting Services/On-Line QB Subscription	6,000.00	2,875.00	3,125.00
Auditor	5,000.00	0.00	5,000.00
DAO Insurance	6,800.00	5,200.00	1,600.00
Legal Advertising	7,500.00	2,979.44	4,520.56
State Filing Fee	175.00	175.00	0.00
Legal Services	20,000.00	7,918.91	12,081.09
Legal Services - Bond Validation	0.00	0.00	0.00
Legal Services - Construction	10,000.00	14,127.65	-4,127.65
Engineering Services	15,000.00	3,120.00	11,880.00
Engineering Services - Construction Review Work	15,000.00	4,380.00	10,620.00
Engineering Services - Bond Validation	0.00	0.00	0.00
Website Design and Hosting	3,000.00	2,493.00	507.00
Miscellaneous Services	0.00	4,000.00	-4,000.00
FIELD OPERATIONS			
Offsite Mitigation Maintenance	25,000.00	0.00	25,000.00
	\$143,975.00	\$61,458.25	\$82,516.75

BRIGHTSHORE CDD BALANCE SHEET THROUGH 4/30/25

ASSETS	Total
Current Assets	
Bank Accounts	
1101000 Checking	\$21,491.54
Total Bank Accounts	\$21,491.54
TOTAL ASSETS	\$21,491.54
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	\$0.00
Total Current Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Retained Earnings	\$10,962.29
Net Revenue	\$10,529.25
Total Equity	\$21,491.54
TOTAL LIABILITIES AND EQUITY	\$21,491.54

EXHIBIT 6

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

May 2, 2025

DRAFT 4

Prepared by:



Engineering Firm Number: 31200
Surveying Firm license: LB8569

Collier County:

7400 Trail Boulevard, Suite 200
Naples, FL 34108
P: 239.597.3111
F: 239.566.2203

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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 within 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

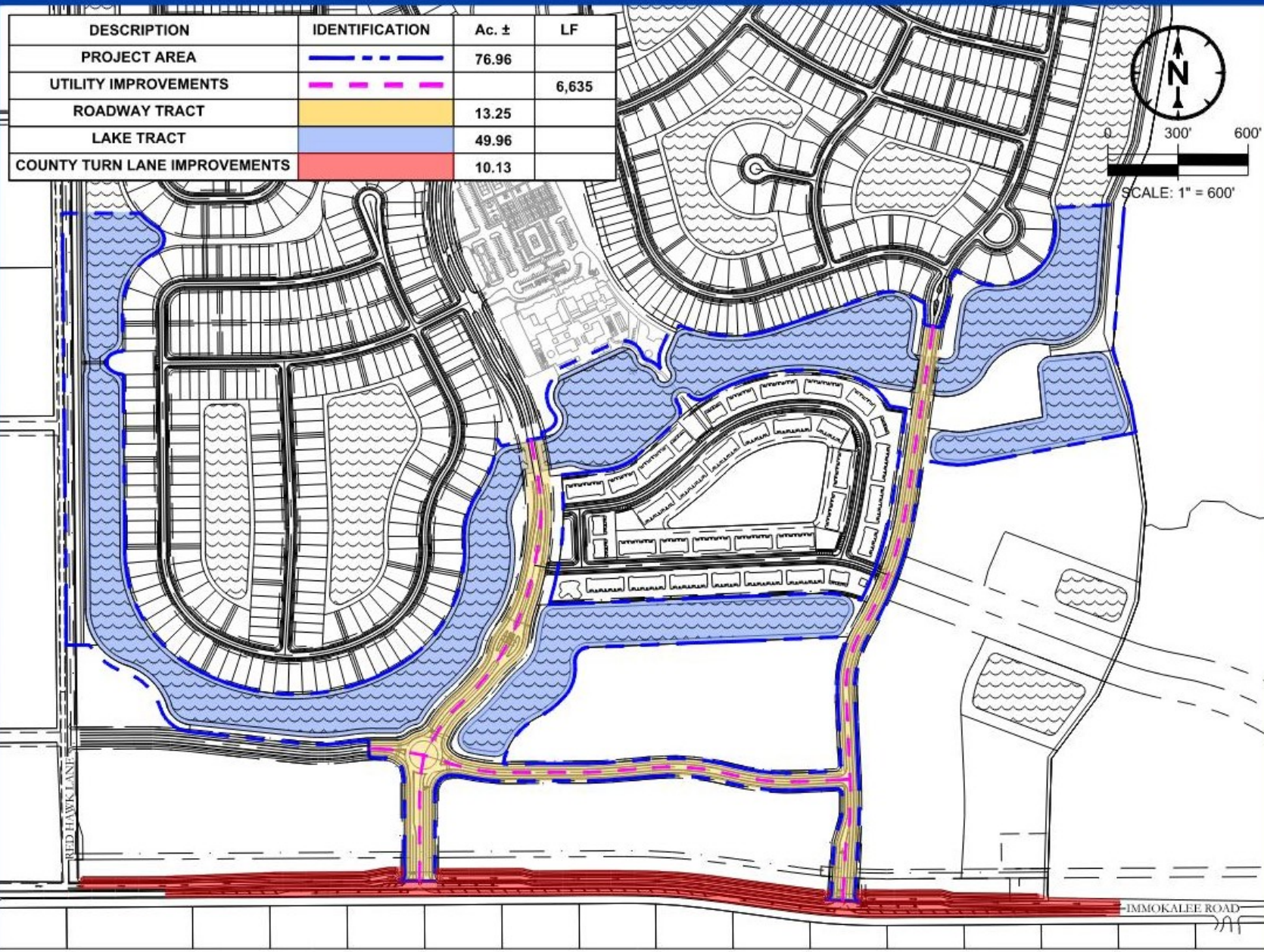


EXHIBIT 1
SERIES 2025 PROJECT IMPROVEMENTS

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	\$ 5,100,000.00
Roadway Improvements (Onsite and Offsite)	\$ 2,856,000.00
Utility Improvements	\$ 1,287,000.00
Professional Services, Permitting, and Miscellaneous Costs	\$ 5,608,000.00
Contingency	\$ 649,000.00
TOTAL	\$15,500,000.00

SECTION 4 REPORT MODIFICATION

During development and implementation of the improvements identified in this Supplemental Report, it may be necessary to make some modification 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
N/A	EARLY WORK AUTHORIZATION	NOT YET SUBMITTED	
N/A	EXCAVATION PERMIT	NOT YET SUBMITTED	
N/A	PLANS AND PLAT (CONSTRUCTION)	NOT YET SUBMITTED	

FDEP PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
405559-02 SFI	STATE 404 PROGRAM GENERAL PERMIT	PENDING	
N/A	WATER DISTRIBUTION PERMIT	NOT YET SUBMITTED	
N/A	WASTEWATER COLLECTION PERMIT	NOT YET SUBMITTED	
N/A	NPDES NOI PERMIT	NOT YET SUBMITTED	

SFWMD PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
230728-39628	ENVIRONMENTAL RESOURCE PERMIT	CONCEPTUAL APPROVAL	06-21-2024
N/A	WATER-USE DEWATERING PERMIT	NOT YET SUBMITTED	
N/A	WATER-USE IRRIGATION PERMIT	NOT YET SUBMITTED	

EXHIBIT 7

SERIES 2025 BONDS SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

May 21, 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) apportions 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 on Table 2 below.

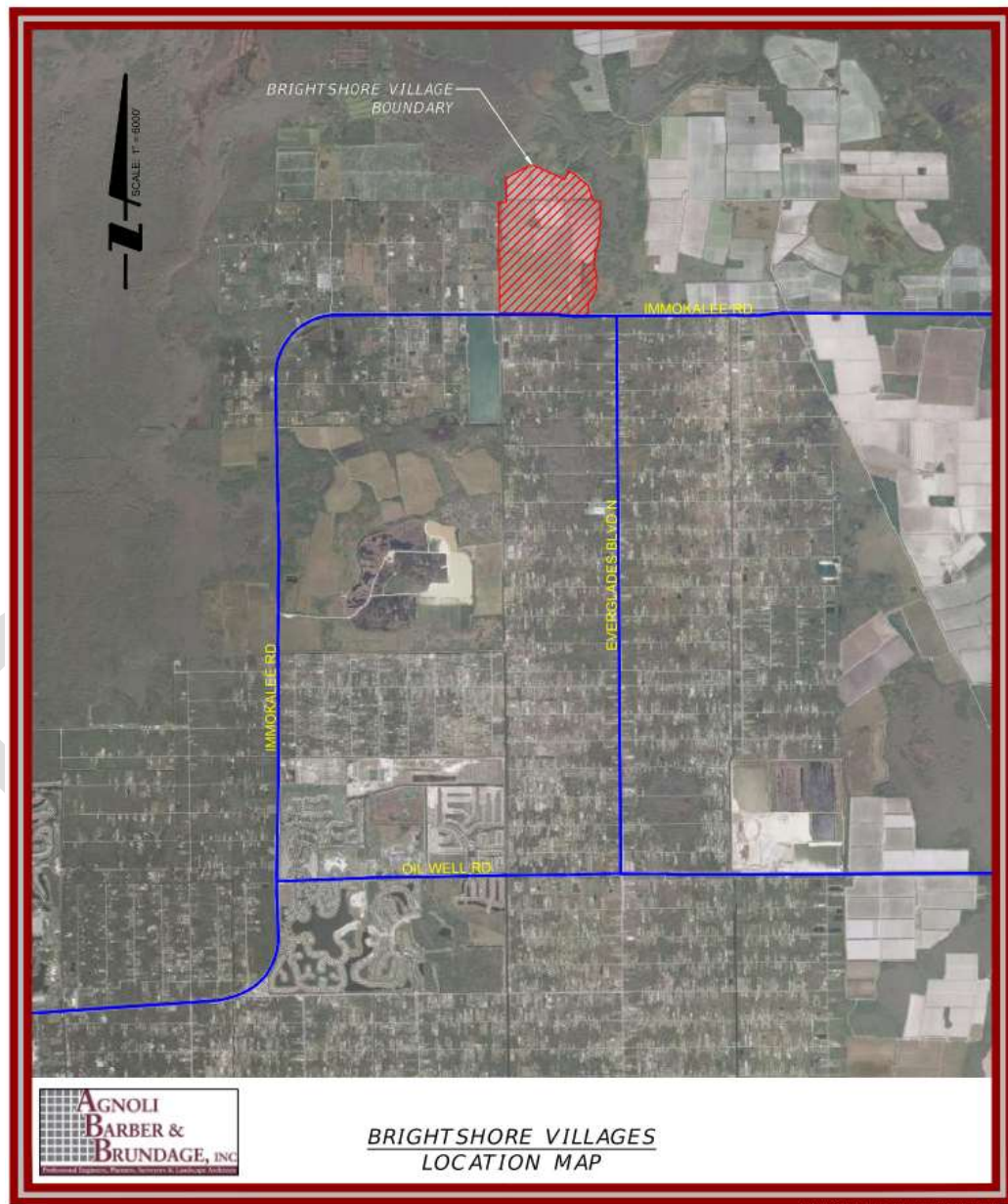
The principal and interest on any debt issued by the District is intended to be repaid from the proceeds of non-ad valorem special assessments that will constitute a lien, co-equal with the liens of State, County, municipal and school board taxes, against properties within the boundaries of the District 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



Based upon information provided by the Landowner, the development program ("Development Program") includes up to 1,107 single-family detached residential units of varying homesite sizes; up to 382 attached twin villas and townhomes (multi-family units); 250 apartment units; 120,000 square feet of commercial/retail; 20,000 square feet of civic, governmental & institutional uses; 100,000 square feet of indoor self-storage use; a proposed amenity center; stormwater management systems; utility infrastructure; irrigation facilities; landscaped roadways; a landscaped entry; perimeter walls and landscape berms; and preserve areas.

Table 1 below outlines the proposed Development Program within the District.

Table 1. Proposed Development Program

Product Type	Total Units	Square Feet
Townhomes & Villas	382	
36' Homesites	78	
42' Homesites	223	
52' Homesites	552	
62' Homesites	254	
Apartments	250	
Goods & Services		120,000
Civic Governmental & Institutional		20,000
Indoor Self-Storage		100,000
	1,739	240,000

Source: Landowner

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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 third party builders who in turn will sell homesites to the end-users. The Development Program within the District is detailed in Table 1. The 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

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; and contingency (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 2 below summarizes the costs associated with the proposed Improvements included in the Series 2025 Project.

Table 2. Series 2025 Project Improvements.

DISTRICT INFRASTRUCTURE	Total
Drainage/Stormwater Management	5,100,000.00
Roadway Improvements (Onsite and	2,856,000.00
Utility Improvements	1,287,000.00
Design/Professional Fees and Permits	5,608,000.00
Contingency	649,000.00
	\$15,500,000.00

Source: Supplemental Engineer's Report

2.3 Bond Requirements

The District intends to finance all of the Series 2025 Project Improvements shown in Table 2 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 3 below shows an estimate of the par amount of Series 2025 Bonds required to fund the Series 2025 Project.

Table 3. Estimated Series 2025 Bonds Sources and Uses.

Average Coupon Interest Rate:	5.82%
Term:	30 Years
Capitalized Interest Term:	1/2 year
Debt Service Reserve Fund Term:	0.5 of MADS
Underwriter Discount:	2.00%
Maximum Annual Debt Service:	\$1,276,550.00
<u>Sources</u>	
Par Amount	\$18,135,000.00
<u>Uses</u>	
Construction / Acquisition Fund	15,500,000.00
Debt Service Reserve Fund	638,275.00
Capitalized Interest to 11/01/26	1,458,458.33
Cost of Issuance	537,700.00
Rounding	566.67
Check:	\$18,135,000.00

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 peculiar to the acreage and later down to the actual platted units or parcels. The special benefits that justify imposing the assessment on the acreage 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 financed 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 third-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 single family units 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 1 on page 3. Note that the 36' Homesite unit square feet averages the same square feet as townhomes and villas and therefore are included in the Townhomes, Villas & 36' Homesites product type category.

The District anticipates issuing three sets of bonds during the formative stages of the Development. Each bond issue will be apportioned to each of the four (4) builder pods based on the total development plan for each builder pod. 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 base equivalent unit is 3,073 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. The related ERU calculations are shown Table 5 on the next page.

Table 5. Brightshore CDD ERU Factor Calculations.

Product Type	Units/Sq. Ft.	Average Sq.	ERU FACTOR	Total ERUs
		Ft./Unit*		
Townhomes, Villas & 36' Homesites	460	2,514	0.82	376.36
42' Homesites	223	2,794	0.91	202.73
52' Homesites	552	3,073	1.00	552.00
62' Homesites	254	3,352	1.09	277.09
Apartments	250	887	0.29	72.15
Goods & Services	120,000	0.89	0.0003	34.66
Civic Governmental & Institutional	20,000	0.89	0.0003	5.78
Indoor Self-Storage	100,000	0.89	0.0003	28.88
Total				1,549.65

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

Source: Methodology Consultant.

The next step in the allocation process is to determine the Series 2025 Project benefit by the percent of product type ERUs. That calculation is shown in Table 6 below.

Table 6. Product Type Series 2025 Project Allocation based on ERUs.

Product Type	Units / Sq. Ft.	Average Sq.	ERU	Total ERUs	% ERUs	Series 2025 Project Benefit Allocation
		Ft./Unit*	FACTOR			
Townhomes, Villas & 36' Homesites	382	2,514	0.82	312.55	21.04%	\$3,260,443.25
42' Homesites	223	2,794	0.91	202.73	13.64%	\$2,114,830.84
52' Homesites	552	3,073	1.00	552.00	37.15%	\$5,758,409.36
62' Homesites	254	3,352	1.09	277.09	18.65%	\$2,890,584.94
Apartments	250	887	0.29	72.15	4.86%	\$752,647.76
Goods & Services	120,000	0.89	0.0003	34.66	2.33%	\$361,541.92
Civic Governmental & Institutional	20,000	0.89	0.0003	5.78	0.39%	\$60,256.99
Indoor Self-Storage	100,000	0.89	0.0003	28.88	1.94%	\$301,284.93
Totals				1,485.83	100.00%	\$15,500,000.00

Source: Methodology Consultant.

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

The costs of the Series 2025 Project will be funded by two mechanisms. The first mechanism is the issuance of the Series 2025 Bonds. The second mechanism is the contribution of funds, Series 2025 Project components, real property or other consideration to the District ("Contribution"). 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. 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.

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 if the District were required to issue bonds to fund or acquire the improvement(s) (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). A landowner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service 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.

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 benefited properties retained by the Landowner. The value of the property to be transferred to the District is valued at more than \$1,414,957.37. 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 1 on page 3.

The allocation and apportionment along with the real property contribution credit is shown in Table 7 below.

Table 7. Product Type Series 2025 Project Allocation based on ERUs.

Product Type	Units / Sq. Ft.	Average Sq.		ERU		Series 2025 Project	
		Ft./Unit*	FACTOR	Total ERUs	% ERUs	Benefit Allocation	
Townhomes, Villas & 36' Homesites	460	2,514	0.82	376.36	24.29%	\$3,764,498.16	
42' Homesites	223	2,794	0.91	202.73	13.08%	\$2,027,736.93	
52' Homesites	552	3,073	1.00	552.00	35.62%	\$5,521,263.97	
62' Homesites	254	3,352	1.09	277.09	17.88%	\$2,771,543.57	
Apartment	250	887	0.29	72.15	4.66%	\$721,651.89	
Goods & Services	120,000	0.89	0.0003	34.66	2.24%	\$346,652.74	
Civic Governmental & Institutional	20,000	0.89	0.0003	5.78	0.37%	\$57,775.46	
Indoor Self-Storage	100,000	0.89	0.0003	28.88	1.86%	\$288,877.28	
Totals				1,549.65	100.00%	\$15,500,000.00	\$1,414,957.37

Source: Methodology Consultant.

The District Board of Supervisors approved an appraisal report prepared by Integra Realty Resources at its March 10, 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 9.43 acres as shown in Table 8 below as a credit to the project cost, prior to financing, to extinguish anticipated liens for certain properties and uses.

Table 8. Acreage Donation Calculation in lieu of anticipated Liens.

Outside the Gate Benefit Allocation	Land Valuation per Acre	Total Non-Financed Acres to be donated to District
\$1,414,957.37	\$150,000	9.43

Source: Methodology Consultant and Integra Realty Services Appraisal Report

4.3 Reallocation of the District Series 2025 Project to Product Types

Once the Contribution benefit calculation credit is determined as shown on Table 8 on the previous page, the total Series 2025 Project benefit amount is reallocated by ERUs to the product types as shown in Table 9 below.

Table 9. Series 2025 Project Benefit Reallocation.

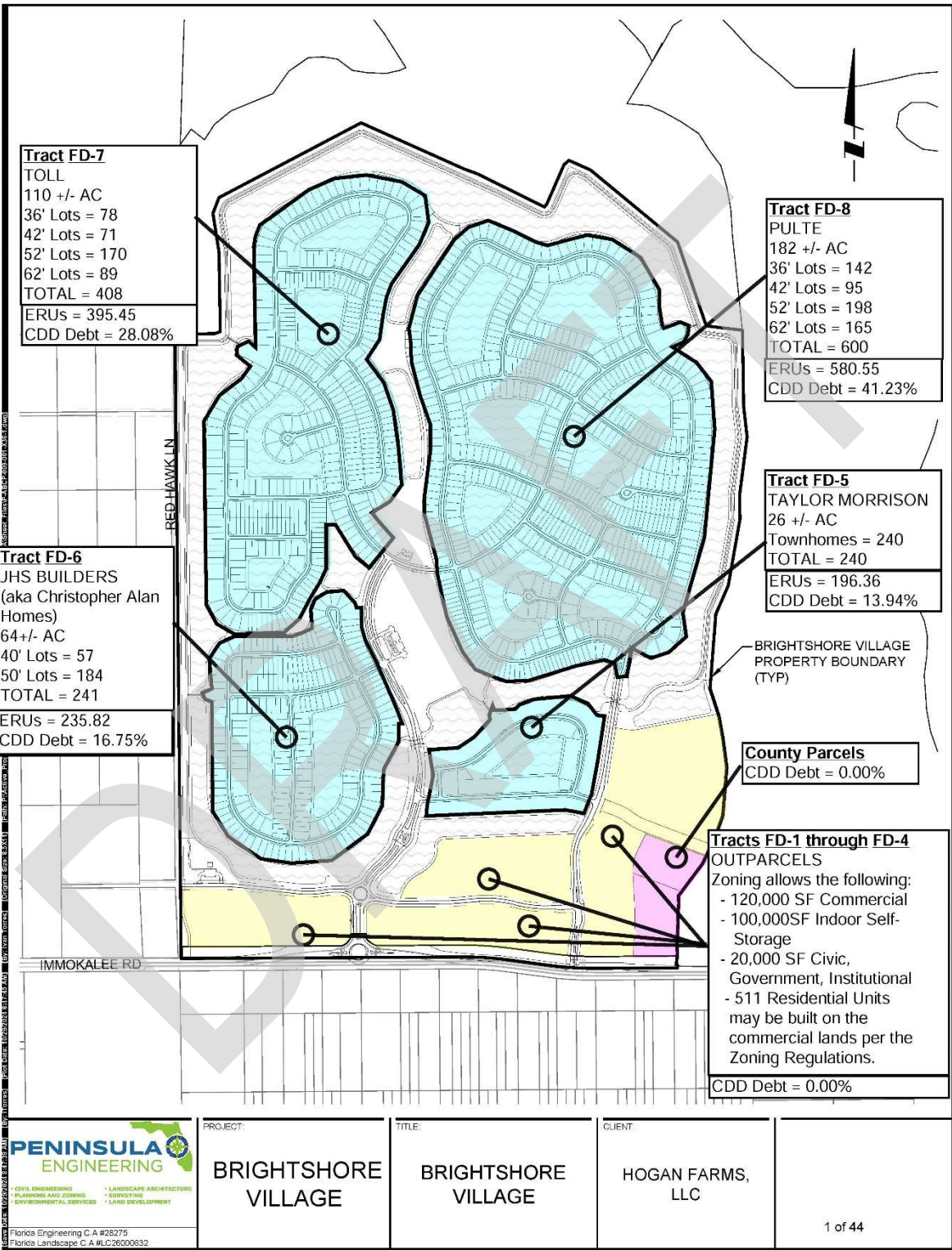
Product Type	Total ERUs	% ERUs	Series 2025 Project Benefit Reallocation
Townhomes, Villas & 36' Homesites	376.36	26.73%	\$4,142,672.69
42' Homesites	202.73	14.40%	\$2,231,439.64
52' Homesites	552.00	39.20%	\$6,075,919.95
62' Homesites	277.09	19.68%	\$3,049,967.72
Totals	1,408.18	100.00%	\$15,500,000.00

Source: Methodology Consultant.

Builder Allocations

The par debt will be initially placed on the total District acreage 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 pods will be platted. Therefore, the Methodology Consultant is anticipating allocating the CIP to the four (4) pods from the overall District acreage based on ERUs and each builder's proposed product plan. Exhibit 2 on the next page shows the proposed builder pods, their acreage and product mixes.

Exhibit 2 – Proposed Brightshore Builder Pods and Product Mixes.



Source: Peninsula Engineering

Table 10 below shows the builders, their tracts, the acres for each builder tract and the proposed units for each builder.

Table 10. Builders, their Tracts, Acres and Proposed Units.

Builder	Tract	Acres (+/-)	Proposed Units
Taylor Morrison	Tract FD-5	26	240
Christopher Alan Homes	Tract FD-6	64	241
Toll Brothers	Tract FD-7	110	408
Pulte Homes	Tract FD-8	182	600
Totals:		382	1,489

Source: Peninsula Engineering

The builders, their related developable tracts and product types are shown in Table 11 below.

Table 11. Builder Tracts ERU Calculations.

			Taylor Morrison	Christopher Alan Homes	Toll Brothers	Pulte Homes	
Product Type	Total Units	ERU Factor	Tract FD-5	Tract FD-6	Tract FD-7	Tract FD-8	Total ERUs
Townhomes, Villas & 42' Homesites	460	0.82	240		78	142	376.36
52' Homesites	223	0.91		57	71	95	202.73
62' Homesites	552	1.00		184	170	198	552.00
	254	1.09			89	165	277.09
Total Units and ERUs	1,489		196.36	235.82	395.45	580.55	1,408.18
% of CIP Allocation			13.94%	16.75%	28.08%	41.23%	100.00%

Source: Peninsula Engineering and Methodology Consultant

The allocation of the Series 2025 Project to each of the builder pods based on the ERU benefits determined for each builder pod is shown in Table 12 below.

Table 12. Allocation of Series 2025 Project to Builder Pods.

Builder	Total ERUs by Builder (Table 11)	Percent ERUs by Builder	Series 2025 Project Allocation by Homebuilder
Taylor Morrison	196.36	13.94%	2,161,201.43
Christopher Alan Homes	235.82	16.75%	2,596,858.64
Toll Brothers	395.45	28.08%	4,352,300.91
Pulte Homes	580.55	41.23%	6,389,639.02
	1,408.18	100.00%	15,500,000.00

Source: Methodology Consultant.

5.0 CALCULATION OF POST FINANCING SERIES 2025 PROJECT COSTS TO BUILDER PODS

With the benefitting Series 2025 Project calculations established for each assessable builder pod, the next step is to calculate the par debt allocations and maximum annual debt service ("MADS") allocations per builder pod.

To determine those par debt and MADS allocations, the Methodology Consultant utilized the same Series 2025 Project allocations and benefit calculations that are previously shown in Table 11 above. The Series 2025 Project total shown in Table 2 is shown as financed in Table 13 below.

TABLE 13. Total Pre and Post Financed Series 2025 Project by Benefit [Revise Table to replace "Total CIP" with "Total Series 2025 Project"]

	Total Series 2025 Project
Pre-Financed CIP from Table 2	\$15,500,000.00
Financed CIP Total From Table 13	\$18,135,000.00

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

The financed Series 2025 Project is next allocated to each builder and their pod. The allocation methodology process is shown in previous Tables 7 through 12. Those allocations by benefit to builder pods establish the maximum par debt per builder pod as shown in Table 14 below.

TABLE 14. Total Financed Series 2025 Project by Par Debt per Builder

Builder	Total ERUs by Builder (Table 11)	Percent ERUs by Builder	Series 2025 Par Debt Allocation by
Taylor Morrison	196.36	13.94%	\$2,530,000.00
Christopher Alan Homes	235.82	16.75%	\$3,040,000.00
Toll Brothers	395.45	28.08%	\$5,095,000.00
Pulte Homes	580.55	41.23%	\$7,480,000.00
	1,408.18	100.00%	\$18,145,000.00

Source: Supplemental Engineer's Report and Methodology Consultant

Finally, the Maximum Annual Debt Service ("MADS") as shown in Table 3 (\$1,276,550.00) is allocated by builder pod to determine the maximum annual assessment by builder pod. Again, the allocation methodology detail is shown in previous Tables 7 through 13. Those allocations by product type and benefit establish the MADS per unit as shown in Table 15 on the next page.

TABLE 15. Maximum Annual Debt Service by Builder Pod

Builder	Total ERUs by Builder (Table 11)	Series 2025 MADS Allocation by Builder
Taylor Morrison	196.36	\$179,901.54
Christopher Alan Homes	235.82	\$216,168.68
Toll Brothers	395.45	\$362,295.84
Pulte Homes	580.55	\$531,888.70
	1,408.18	\$1,290,254.75

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

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

Initial assessments are allocated to each builder pod as shown previously in Table 11. Future bond issuances and their corresponding par debt and MADS will be allocated to each builder pod as described in the same table.

Assessments will be determined and assigned to platted lots as plats are recorded by builder up to the amount of each tranche of debt issued. The residual par debt remaining will be allocated to the remaining vacant land in each builder pod. The par debt and MADS that will be allocated to each product type in each builder pod as they are platted are shown in Table 16 below.

TABLE 16. Series 2025 Maximum Annual Debt Service by Product Type

	Units	ERUs	Total ERUs	Percent ERUs	Par Debt Par Debt	Par Debt Per unit	MADS MADS	MADS Per Unit
Townhomes, Villas & 36' Homesites	460	0.82	376.36	26.73%	\$4,849,599.74	\$10,542.61	\$344,845.90	\$749.66
42' Homesites	223	0.91	202.73	14.40%	\$2,612,224.02	\$11,714.01	\$185,750.33	\$832.96
52' Homesites	552	1.00	552.00	39.20%	\$7,112,746.29	\$12,885.41	\$505,773.98	\$916.26
62' Homesites	254	1.09	277.09	19.68%	\$3,570,429.95	\$14,056.81	\$253,886.54	\$999.55
Totals	1,489		1,408.18	100.00%	\$18,145,000.00		\$1,290,256.75	

Source: MBS Capital Markets LLC and Methodology Consultant

The annual MADS by builder is shown in the next to last column of Table 16 above. The MADS amount will be due and payable at the beginning of the District's fiscal year based on the unplatted lands within each builder pod.

Finally, each tranche of debt issued will be allocated in accordance to each builder's total number of ERUs based on each builder's product mix as shown in Table 11 on page 12.

The par debt allocation and assessments represent the special and peculiar benefit each property receives as a logical connection from the systems and services constituting the District's capital improvements. 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 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 receives 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 of the Series 2025 Project, as part of the District's CIP, have been determined and apportioned to the undeveloped land on an equal acre basis. As land is platted, the benefits will be apportioned to each developable 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 would be located within District boundaries, it will not be assessed as it will be a District-owned facility and the District does not contemplate assessing itself, 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 for each builder pod. 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 pod 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 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 ASSESSMENT ROLL

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

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APPENDIX 1

Par Debt Per Builder Pod Assessment Roll

Tract Identification	Builder	Acres	Par debt	Par Debt Per Acre	Units	Density / Acre
Tract FD-5	Taylor Morrison	26	\$2,528,831.50	\$97,262.75	240	9.2
Tract FD-6	Christopher Alan	64	\$3,036,939.32	\$47,452.18	241	3.8
Tract FD-7	Toll Brothers	110	\$5,092,785.67	\$46,298.05	408	3.7
Tract FD-8	Pulte Homes	182	\$7,476,443.51	\$41,079.36	600	3.3
TOTALS		382	\$18,135,000.00	\$47,473.82	1,489	3.9

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

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

August 6th, 2024

DATE OF SURVEY

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

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

JANUARY 16TH, 2025

DATE OF SURVEY

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

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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

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

September 16TH, 2024

DATE OF SURVEY

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

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

April 16th, 2025

DATE OF SURVEY

EXHIBIT 8

RESOLUTION NO. 2025-5

A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025 (THE "SERIES 2025 BONDS"), AS A SINGLE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE IN ORDER TO FINANCE THE SERIES 2025 PROJECT; ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE AGREEMENT FOR THE SERIES 2025 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2025 BONDS TO THE UNDERWRITER; APPROVING THE FORMS OF THE MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2025 BONDS; APPROVING THE FORM OF THE SERIES 2025 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2025 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2025 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2025 BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2025 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF THE SERIES 2025 PROJECT; APPROVING THE FORMS OF SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT AND SUPPLEMENTAL ENGINEER'S REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Brightshore Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of Brightshore Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of the first day of the first month and year in which Bonds are issued thereunder (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture to be dated as of the first day of the first month and year in which the Series 2025 Bonds are issued thereunder (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") between the District and the Trustee, in order to finance a portion of the Costs of the Series 2025 Project;

WHEREAS, the Board has determined that given the nature of the market, the necessity for moving rapidly and the nature of the security for the Series 2025 Bonds, it is necessary and desirable for the Series 2025 Bonds to be sold by negotiated sale rather than competitive bid;

WHEREAS, the Board has received a proposal from MBS Capital Markets, LLC (the "Underwriter") for the purchase of the Series 2025 Bonds within parameters to be established by the Board and the Board has determined that authorization of the Chairman or other designated person to enter into a Bond Purchase Agreement (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A for the sale of the Series 2025 Bonds to the Underwriter within the Parameters (hereinafter defined) herein set forth is in the best interests of the District for the reasons hereafter indicated; and

WHEREAS, in conjunction with the sale and issuance of the Series 2025 Bonds, it is necessary to approve the forms of the Master Indenture and Supplemental Indenture, to establish the parameters for the delegated award of the Series 2025 Bonds as set forth in Schedule I attached hereto (the "Parameters"), to authorize the Chairman to approve the use of the Preliminary Limited Offering Memorandum relating to the Series 2025 Bonds and the form of the final Limited Offering Memorandum, to approve the form of the Series 2025 Bonds and to provide for various other matters with respect to the Series 2025 Bonds and the undertaking of the Series 2025 Project.

NOW, THEREFORE, BE IT RESOLVED that:

1. **Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

2. Award. The Purchase Agreement in the form attached hereto as Exhibit A is hereby approved in substantial form and the sale of the Series 2025 Bonds to the Underwriter upon the terms and conditions therein set forth, but within the Parameters, is hereby approved. The Chairman is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the District, with such changes, additions, deletions and insertions as shall be approved by the official executing such Purchase Agreement, which approval shall be conclusively evidenced by the execution and delivery thereof. In the absence or unavailability of the Chairman, the Vice Chairman is authorized and directed to execute the Purchase Agreement, and in the absence or unavailability of the Vice Chairman, any other member of the Board is authorized and directed to execute the Purchase Agreement. The Purchase Agreement, when executed and delivered by the District and the Underwriter, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

3. Negotiated Sale. The Board hereby determines that a negotiated sale of the Series 2025 Bonds to the Underwriter is in the best interests of the District because the market for instruments such as the Series 2025 Bonds is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2025 Bonds.

4. Approval of Forms of Master Indenture and Supplemental Indenture; Appointment of Trustee, Paying Agent and Bond Registrar. Attached hereto as Exhibit B are the forms of the Master Indenture and Supplemental Indenture, which are each hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Master Indenture and Supplemental Indenture and the Chairman is hereby authorized to deliver to the Trustee the Master Indenture and Supplemental Indenture which, when executed and delivered by the Trustee, shall each constitute the legal, valid and binding obligation of the District, enforceable in accordance with its respective terms. U.S. Bank Trust Company, National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Indenture.

5. Description of Series 2025 Bonds. The Series 2025 Bonds shall be dated as of their date of delivery and may be issued in one or more Series having such details as shall be set forth in the Purchase Agreement and as reflected in the Supplemental Indenture, but within the Parameters. The Series 2025 Bonds may be signed by the manual or facsimile signature of the Chairman and attested by the manual or facsimile signature of the Secretary. The Series 2025 Bonds shall, subject to the Parameters, be subject to redemption on the terms, at the times and prices and

in the manner provided in the Purchase Agreement and in the form of Series 2025 Bonds attached to the Supplemental Indenture, which form is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest and seal the Series 2025 Bonds and the Chairman is hereby authorized to deliver to the Trustee for authentication and delivery to the Underwriter upon payment by the Underwriter of the purchase price therefor, the Series 2025 Bonds which, when authenticated and delivered by the Trustee, shall be legal, valid and binding obligations of the District, enforceable in accordance with their terms.

6. Approval of Form of Preliminary Limited Offering Memorandum and Limited Offering Memorandum; Approval of Form of Continuing Disclosure Agreement. The Chairman is hereby authorized to approve the form and content of the Preliminary Limited Offering Memorandum, which is attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum") with such changes, additions, deletions and insertions as shall be approved by the Chairman prior to its distribution and the final form of which is to be dated the date of execution and delivery of the Purchase Agreement (the "Limited Offering Memorandum") relating to the Series 2025 Bonds. The Chairman is hereby authorized to execute on behalf of the District such Limited Offering Memorandum with such changes, additions, deletions and insertions as the Chairman may approve (such approval to be conclusively evidenced by the execution of the Limited Offering Memorandum, if required), and to deliver such Limited Offering Memorandum to the Underwriter in sufficient quantities for use by the Underwriter in marketing the Series 2025 Bonds. The Chairman is hereby authorized to deem "final" the Preliminary Limited Offering Memorandum, as of its date, for the purposes and within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings or other terms dependent upon such matters, and except for such technical and conforming changes which shall be approved by the Chairman which approval shall be evidenced by the execution thereof, if required).

The Continuing Disclosure Agreement relating to the Series 2025 Bonds in the form attached hereto as Exhibit D is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Continuing Disclosure Agreement which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

7. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2025 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

8. Other Actions. The Chairman, the Secretary, and all other members, officers and employees of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2025 Bonds and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, the Indenture, this Resolution, the Continuing Disclosure Agreement and the Purchase Agreement, in all cases within the Parameters.

The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

9. Deposits to Funds and Accounts. The Trustee is hereby authorized and directed to apply the proceeds of the Series 2025 Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

10. Undertaking of the Series 2025 Project; Execution and Delivery of Other Instruments. The Board hereby authorizes the undertaking of the Series 2025 Project and authorizes and directs the District staff and Consulting Engineer to proceed with due diligence to the completion thereof in accordance with the Indenture and as described in the Limited Offering Memorandum. The Board hereby authorizes the Chairman and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the undertaking of the Series 2025 Project and the issuance, sale and delivery of the Series 2025 Bonds, including but not limited to the execution and delivery of the DTC Letter of Representation.

Without limiting the generality of the foregoing, the Board hereby approves in substantial form (a) the [Completion Agreement], (b) the [Collateral Assignment], and (c) the [True-Up Agreement] (collectively, the "Ancillary Documents"), each attached hereto as Exhibit E and each subject to such changes, additions, deletions

and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Ancillary Documents which, when executed and delivered by the District shall be the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms.

11. Supplemental Assessment Methodology Report; Supplemental Engineer's Report. The Board hereby approves the form of the [Supplemental Assessment Report] attached hereto as Exhibit F (the "Supplemental Assessment Methodology Report") for the limited purpose of its inclusion in the Preliminary Limited Offering Memorandum. The Supplemental Assessment Methodology Report shall be in substantially the form attached hereto with such changes, additions, deletions and insertions as shall be approved by the Chairman.

The Board hereby approves the form of the Series 2025 Bonds Supplement to the First Supplemental Engineer's Report for Brightshore Community Development District [Series 2025 Project] attached hereto as Exhibit G (the "Supplemental Engineer's Report") for the limited purpose of its inclusion in the Preliminary Limited Offering Memorandum. The Supplemental Engineer's Report shall be in substantially the form attached hereto with such changes, additions, deletions and insertions as shall be approved by the Chairman.

12. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents and consultants of the District in furtherance of the issuance of the Series 2025 Bonds are hereby approved, confirmed and ratified.

13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

14. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

PASSED in Public Session of the Board of Supervisors of Brightshore Community Development District, this 12th day of May, 2025.

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chairman/Vice Chairman,
Board of Supervisors

Exhibit A – Form of Purchase Agreement
Exhibit B – Forms of Master Indenture and Supplemental Indenture
Exhibit C – Form of Preliminary Limited Offering Memorandum
Exhibit D – Form of Continuing Disclosure Agreement
Exhibit E – Forms of Ancillary Documents
Exhibit F – Form of Supplemental Assessment Methodology Report
Exhibit G – Form of Supplemental Engineer's Report

SCHEDULE I PARAMETERS

Maximum Principal Amount:	Not to Exceed \$19,000,000
Maximum Coupon Rate:	Maximum Statutory Rate
Underwriting Discount:	Maximum 2.0%
Not to Exceed Maturity Date:	May 1, 2057
Redemption Provisions:	The Series 2025 Bonds shall be subject to redemption as set forth in the form of Series 2025 Bond attached to the form of Supplemental Indenture attached hereto and shall be subject to optional redemption no later than May 1, 2036 at par.

EXHIBIT 9

EARLY WORK PERFORMANCE AGREEMENT

THIS EARLY WORK PERFORMANCE AGREEMENT entered into this 4th day of MARCH, 2025, between **Brightshore Community Development District** hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an early work authorization in accordance with the Collier County Land Development Code including but not limited to Section 10.01.02.B (collectively, the "Early Work Regulations"); and

WHEREAS, the Early Work Regulations require Developer to post appropriate performance guarantees to ensure compliance with the Early Work Regulations and Early Work Authorization Permit No. PL20240012346 (the "Early Work Permit").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Early Work Regulations and the Early Work Permit (the "Early Work").
2. Developer herewith tenders its early work performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$86,200.00.
3. In the event of default by Developer or failure of Developer to complete the Early Work within the time required by the Early Work Regulations and Early Work Permit, Collier County, may call upon the early work performance security to insure satisfactory completion of the Early Work.
4. The Early Work shall not be considered complete until Developer notifies the County that the Early Work is complete and the final Early Work is reviewed and approved by the County Manager or designee for compliance with the Early Work Regulations.
5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Early Work is complete, either: a) notify Developer in writing of his approval of the Early Work; or b) notify Developer in writing of his refusal to approve the Early Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Early Work.
6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the early performance security to secure satisfactory completion, repair and maintenance of the Early Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the Early Work. The Developer, as principal under the early performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and

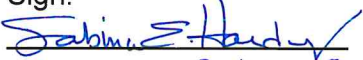
contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this 4th day of MARCH, 2025.

SIGNED IN THE PRESENCE OF:

Sign:



Printed Name Sabina E. Hardy

Sign:



Printed Name
KRISTINA JOHNSON

Brightshore Community Development District

By: 

Nick Casalanguida
Chairman

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____

_____,
Jaime Cook, Director
Development Review Division
as designee of the County Manager
pursuant to Resolution No. 2015-162

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney

Exhibit "A"

Bond No. 7901079784

PERFORMANCE BOND FOR EARLY WORK AUTHORIZATION

KNOW ALL PERSONS BY THESE PRESENTS: that

Brightshore Community Development District
707 Orchid Drive
Naples, FL 34102

(hereinafter referred to as "Owner") and

Nationwide Mutual Insurance Company
1100 Locust Street, Dept. 2006
Des Moines, IA 50391-2006
866-387-0457

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of Eighty-Six Thousand Two Hundred Dollars (\$86,200) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board a certain Early Work Authorization Permit No. PL20240012346 and that certain Early Work Authorization shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the completion of the work and approval by the County of the specific improvements described in the Land Development Regulations, or until issuance of a subsequent final development order such as an Site Development Plan (SDP) or Subdivision Plat and Plans (PPL) (hereinafter the "Guaranty Period"), or until replaced by a new bond in the event of a change in Ownership.

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements

shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

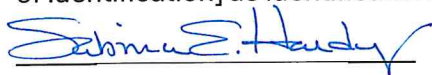
IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 4th day of March, 2025.

WITNESSES:	Brightshore Community Development District
	By: 
Printed Name <u>KRISTINA JOHNSON</u>	Nick Casalanguida, Chairman (Provide Proper Evidence of Authority)
	
Printed Name <u>Nicholas J. Kouloheras</u>	

Notarial Acknowledgement
Per Requirements of § 117.05, Florida Statutes

STATE OF FLORIDA _____
COUNTY OF COLLIER _____

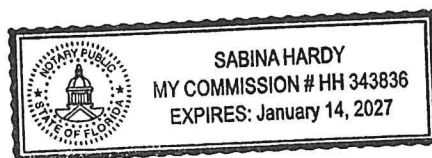
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of March 2025, by Nick Casalanguida as Chairman for Brightshore Community Development District, who ☐ is personally known or ☐ has produced [type of identification] as identification.

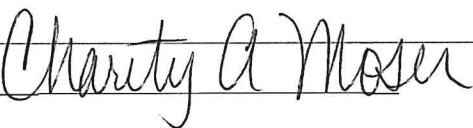
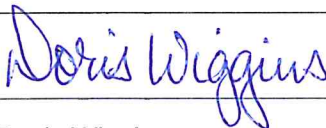


[signature of Notary Public]

[the Notary Public's official seal]

Sabina E. Hardy
[printed name of Notary Public]

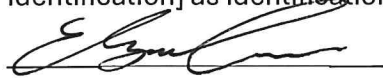


WITNESSES:	Nationwide Mutual Insurance Company
	By: 
Lauren Bradley	Charity A. Moser, Attorney-In-Fact (Provide Proper Evidence of Authority)
	
Doris Wiggins	

Notarial Acknowledgement
Per Requirements of § 117.05, Florida Statutes

STATE OF FLORIDA
COUNTY OF COLLIER

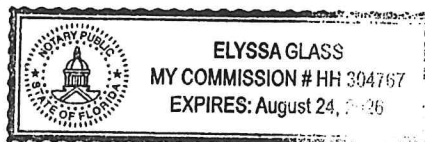
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of March, 2025 by Charity A. Moser as Attorney-In-Fact for Nationwide Mutual Insurance Company, who ☒ is personally known or ☐ has produced [type of identification] as identification.



[signature of Notary Public]

[the Notary Public's official seal]

Elyssa Glass
[printed name of Notary Public]



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CHARITY A MOSER;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 4th day of March, 2025.

Assistant Secretary

EXHIBIT 10

EXCAVATION PERFORMANCE AGREEMENT

THIS EXCAVATION PERFORMANCE AGREEMENT entered into this 11th day of March, 2025 between **Brightshore Community Development District**, hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an excavation permit in accordance with Section 22-106, *et al.* of the Collier County Code of Laws and Ordinances, and the Collier County Land Development Code, including but not limited to Section 3.05.10 (collectively, the "Excavation Regulations"); and

WHEREAS, the Excavation Regulations require the Developer to post appropriate guarantees and execute an Excavation Performance Security Agreement stating applicant will comply with the Excavation Regulations and Excavation Permit No. **PL20240012345** (the "Excavation Permit").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Excavation Regulations and the Excavation Permit (the "Excavation Work").
2. Developer herewith tenders its excavation performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of **\$1,000,000.00**.
3. In the event of default by Developer or failure of Developer to complete the Excavation Work within the time required by the Excavation Regulations and Excavation Permit, Collier County, may call upon the excavation performance security to insure satisfactory completion of the Excavation Work.
4. The Excavation Work shall not be considered complete until Developer notifies the County that the Excavation Work is complete and the final Excavation Work is reviewed and approved by the County Manager or designee for compliance with the Excavation Regulations.
5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Excavation Work is complete, either: a) notify Developer in writing of his approval of the Excavation Work; or b) notify the Developer in writing of his refusal to approve the Excavation Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Excavation Work.
6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the excavation performance security to secure satisfactory completion, repair and maintenance of the Excavation Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the Excavation Work. The Developer, as principal under the excavation performance

security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

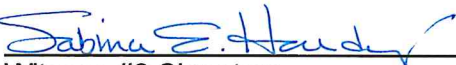
7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this 11th day of March, 2025.

SIGNED IN THE PRESENCE OF:


Witness #1 Signature

Jessica Ramos
Witness #1 Printed Name


Witness #2 Signature

Sabina E. Hardy
Witness #2 Printed Name

AS TO DEVELOPER:

Brightshore Community Development District

By: 

Nick Casalanguida, Chairman

[Provide Proper Evidence of Authority]

AS TO BOARD:

**BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA**

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney

By: _____
Jaime Cook, Director
Development Review Division
as designee of the County Manager
pursuant to Resolution No. 2015-162

EXHIBIT "A"

BOND NO: 7901079785

PERFORMANCE BOND
FOR EXCAVATION WORK

KNOW ALL PERSONS BY THESE PRESENTS: that

Brightshore Community Development District
2600 Golden Gate Parkway
Naples, FL 34105

(hereinafter referred to as "Owner") and

Nationwide Mutual Insurance Company
1100 Locust Street, Dept 2006
Des Moines, IA 50391-2006
(866) 387-0457

(Hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of One Million Dollars. (~~\$1,000,000.00~~) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board a certain excavation permit no. PL20240012345 and that certain excavation permit shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of completion of the work and approval by the County of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period") or until replaced by a new bond in the event of a change of Ownership.

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

EXHIBIT "A"

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 13th day of March, 2025.

WITNESSES:

Brent Smith

Printed Name Brent Smith

Bradley E. Stockham

Printed Name **Bradley E. Stockham**

Brightshore Community Development District

By: Nick Casalanguida

Nick Casalanguida, Chairman

(Provide Proper Evidence of Authority)

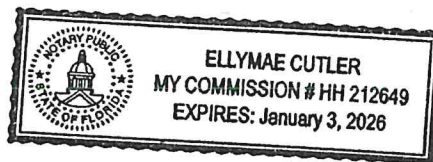
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Collier

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 13th DAY OF March, 2025, BY NICK CASALANGUIDA, AS CHAIRMAN, FOR BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED OF _____ AS IDENTIFICATION.

Notary Public - State of Florida

Ellymae Cutler
Printed Name



(SEAL)

WITNESSES:

Brent Smith

Printed Name: Brent Smith

Doris Wiggins

Printed Name: Doris Wiggins

Nationwide Mutual Insurance Company

By: Charity A. Moser

Charity A. Moser, Attorney-In-Fact
(Provide Proper Evidence of Authority)

EXHIBIT "A"

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Collier

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 13th DAY OF MARCH, 2025, BY
CHARITY A. MOSER AS ATTORNEY IN FACT FOR NATIONWIDE MUTUAL INSURANCE COMPANY
WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED OF _____ AS IDENTIFICATION.

Notary Public - State of FLORIDA

Trisha A. Akers

Printed Name TRISHA A. AKERS



(SEAL)

14-EIS-02650/7

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CHARITY A MOSER;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of March, 2025.

Assistant Secretary

EXHIBIT 11

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this _____ day of _____, 20____ between _____ hereinafter referred to as "Developer", and Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

RECITALS:

- A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of certain plat of a subdivision to be known as: _____
- B. Chapter 4 and 10 of the Collier County Land Development Code required the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

- 1. Developer will cause to be constructed: roadways, storm drainage, landscaping, and utilities within _____ months from the date of approval said subdivision plat, said improvements hereinafter referred to as the required improvements.
- 2. Developer herewith tenders its subdivision performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$_____ which amount represents 10% of the total contract cost to complete the construction plus 100% of the estimated cost of to complete the required improvements at the date of this Agreement.
- 3. In the event of default by the Developer or failure of the Developer to complete such improvements within the time required by the Land Development Code, Collier County, may call upon the subdivision performance security to insure satisfactory completion of the required improvements.
- 4. The required improvements shall not be considered complete until a statement of substantial completion by Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.
- 5. The County Manager or designee shall, within sixty (60) days of receipt of the statement of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the County Manager's approval of the improvements. However, in no event shall the County Manager or designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.
- 6. The Developer shall maintain all required improvements for a minimum period of one year after preliminary approval by the County Manager or his designee. After the one-year maintenance period by the Developer has terminated, the Developer shall petition the County Manager or designee to inspect the required improvements. The County Manager or designee shall inspect the improvements and, if found to be still in compliance with the Land Development Code as reflected by final approval by the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.
- 7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or designee to reduce the dollar amount of the subdivision

performance security on the basis of work complete, Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or designee. The County Manager or designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.

8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.
9. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and the respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20____.

SIGNED IN THE PRESENCE OF:	(Name of Entity)
Witness:	By: _____
Printed Name:	
Witness:	Printed Name/Title (President, VP, or CEO) (Provide Proper Evidence of Authority)
Printed Name:	
ATTEST: _____	
CRYSTAL K. KINZEL, CLERK	BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
By: _____ Deputy Clerk	By: _____ Chairman
Approved as to form and legality:	
_____ Derek Perry	
Assistant County Attorney	

EXHIBIT 12



Melissa R. Blazier
Supervisor of Elections

April 16, 2025

Mr. Russ Weyer
Brightshore CDD
707 Orchid Drive Suite 100
Naples, FL 34102

Dear Mr. Weyer

In compliance with 190.06 of the Florida Statutes, this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 1 active registered voters residing in the Brightshore CDD as of April 15, 2025

Should you have any question regarding election services for this district please feel free to contact our office.

Sincerely,

David B Carpenter
Qualifying Officer
(239) 252-8501
Dave.Carpenter@colliervotes.gov

