Brightshore Community Development District

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

August 14, 2023

Board of Supervisors
Brightshore Community Development District

Dear Board Members:

The General Meeting and Public Hearing of the Board of Supervisors of the Brightshore Community Development District will be held on **Monday, August 14, 2023,** at **2:00 p.m.,** at the **Barron Collier Companies offices, 2640 Golden Gate Parkway, Suite 201, Naples, Florida 34105**. The agenda is as follows:

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

GENERAL DISTRICT ITEMS

None to be considered at this time.

ORGANIZATIONAL MATTERS

3. Consideration of the Following Organizational Matters:

A. Affidavit of Public Hearing Publication — Exhibit 1

B. Open Uniform Method of Collections Public Hearing.

C. **Consideration of Resolution 2023-25**, **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Exhibit 2

D. Close Uniform Method of Collections Public Hearing.

E. **Consideration of Resolution 2023-26, A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE** Exhibit 3

F. Approval of the May 22, 2023 General Meeting Minutes. Exhibit 4

BUDGETARY MATTERS

4. Consideration of the Following Budgetary Matters:

A. Affidavit of Public Hearing Publication Exhibit 5

B. Open Public Hearing.

C. **Consideration of Resolution 2023-27, THE ANNUAL APPROPRIATION RESOLUTION OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.** Exhibit 6

D. Close Public Hearing.

E. Budget Letter to Collier County Exhibit 7

F. Consideration of Developer Funding Agreement for Fiscal Year 2023/2024 Exhibit 8

G. Board of Supervisors appointment of Audit Committee

H. Consideration of July 30, 2023 Financial Statements Exhibit 9

FINANCING MATTERS

5. Consideration of the Following Financing Matters:

A. MBS Agreement. Exhibit 10

B. Nabors, Giblin & Nickerson Proposal. Exhibit 11

C. Nabors, Giblin & Nickerson Agreement Exhibit 12

D. Update on Financing Plan, timeline and assessments.

6. Other Business

7. Staff Reports

A. District Manager

B. District Legal Counsel

C. District Engineer

8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

EXHIBIT 1

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD
OF COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Brightshore Community Development District (**"District"**) intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, *Florida Statutes*. The Board of Supervisors of the District will conduct a public hearing on August 14, 2023 at 2:00 p.m. at the offices of Barron Collier Companies, Suite 201, 2640 Golden Gate Parkway, Naples, Florida 34105.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (**"Uniform Method"**) to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services, and improvements within and without the boundaries of the District, to consist of, among other things, roadway improvements, utility improvements, stormwater management facilities, landscape and irrigation improvement, and/or any other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Manager's office at 707 Orchid Drive, Suite 100, Naples, Florida 34102, (239) 269-1341, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Manager's Office.

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

District Manager

July 21, July 28, August 4 and August 11

EXHIBIT 2

RESOLUTION 2023-25

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brightshore Community Development District ("District") was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (the "Uniform Method"); and

WHEREAS, the Board has previously adopted Resolution 2023-21 declaring the intent to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over certain lands within the District as described therein; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District's intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Collier County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over all the lands in the District as further described in **Exhibit A**.

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

SECTION 1. The Brightshore Community Development District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Collier County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of August 2023.

ATTEST:	**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
______________________________	______________________________
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Legal Description of Brightshore Community Development District

EXHIBIT A

Legal Description of Brightshore Community Development District

Stantec

5801 Pelican Bay Boulevard, Suite 300, Naples, FL 34108

Legal Description
Of part of Sections 18 and 19,
Township 47 South, Range 28 East,
Collier County, Florida
(Hogan Oaks West)

All that part of Sections 18 and 19, Township 47 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of Section 19, Township 47 South, Range 28 East, Collier County, Florida, thence along the West line of said Section 19, North 00°33'31" West 5,270.74 feet to the Northwest corner of said Section 19;
Thence North 89°45'17" East 334.22 feet;
Thence North 69°40'33" East 50.52 feet;
Thence North 00°56'08" West 670.62 feet;
Thence North 08°52'06" West 331.28 feet;
Thence North 20°54'48" East 142.49 feet;
Thence North 62°14'48" East 1,355.44 feet;
Thence South 65°52'47" East 954.64 feet;
Thence South 70°01'14" East 119.08 feet;
Thence South 63°39'15" East 628.77 feet;
Thence North 40°34'56" East 32.99 feet;
Thence North 23°38'28" East 362.36 feet;
Thence North 48°50'20" East 54.54 feet;
Thence South 66°01'50" East 199.07 feet;
Thence South 50°25'20" East 954.27 feet;
Thence South 18°52'22" East 748.23 feet;
Thence South 83°10'21" East 306.85 feet;
Thence South 01°04'51" East 317.74 feet;
Thence South 00°49'55" East 322.25 feet;
Thence South 06°24'15" East 262.61 feet;
Thence South 07°19'29" West 501.06 feet;
Thence South 01°08'37" East 195.96 feet;
Thence South 10°00'20" West 569.45 feet;
Thence South 23°28'05" West 264.33 feet;
Thence South 04°25'45" West 627.49 feet;
Thence South 18°15'57" East 240.55 feet;
Thence South 10°16'07" East 189.28 feet;
Thence South 07°36'19" East 254.95 feet;
Thence South 05°42'25" West 41.75 feet;
Thence South 04°38'57" West 44.03 feet;
Thence South 04°38'58" West 320.97 feet;
Thence South 19°59'54" West 103.00 feet;
Thence South 20°59'47" West 58.20 feet;
Thence South 20°48'49" West 35.19 feet;
Thence South 24°49'22" West 151.37 feet;
Thence South 24°52'40" West 90.30 feet;

Stantec

Thence South 36°52'12" West 337.31 feet;
Thence South 01°41'16" West 574.06 feet;
Thence South 08°29'08" East 37.23 feet;
Thence South 89°39'03" West 690.88 feet;
Thence 393.04 feet along the arc of a circular curve concave North having a radius of 2,814.93 feet through a central angle of 08°00'00" and being subtended by a chord which bears North 86°20'57" West 392.72 feet;
Thence North 82°20'57" West 337.32 feet;
Thence 406.15 feet along the arc of a circular curve concave South having a radius of 2,914.93 feet through a central angle of 07°59'00" and being subtended by a chord which bears North 86°20'27" West 405.82 feet;
Thence South 89°40'03" West 2,367.68 feet to the POINT OF BEGINNING.

Containing 681.45 acres, more or less.
Subject to easements and restrictions of record.
Bearings are based on the ......

Certificate of authorization #LB-7866
Stantec Consulting Services, Inc.
Registered Engineers and Land Surveyors

By: ______________________ September 7, 2021
Lance T Miller, Professional Surveyor and Mapper #LS5627

Not valid unless embossed with the Professional's seal.
Ref. 2H-214O Sheet 2b

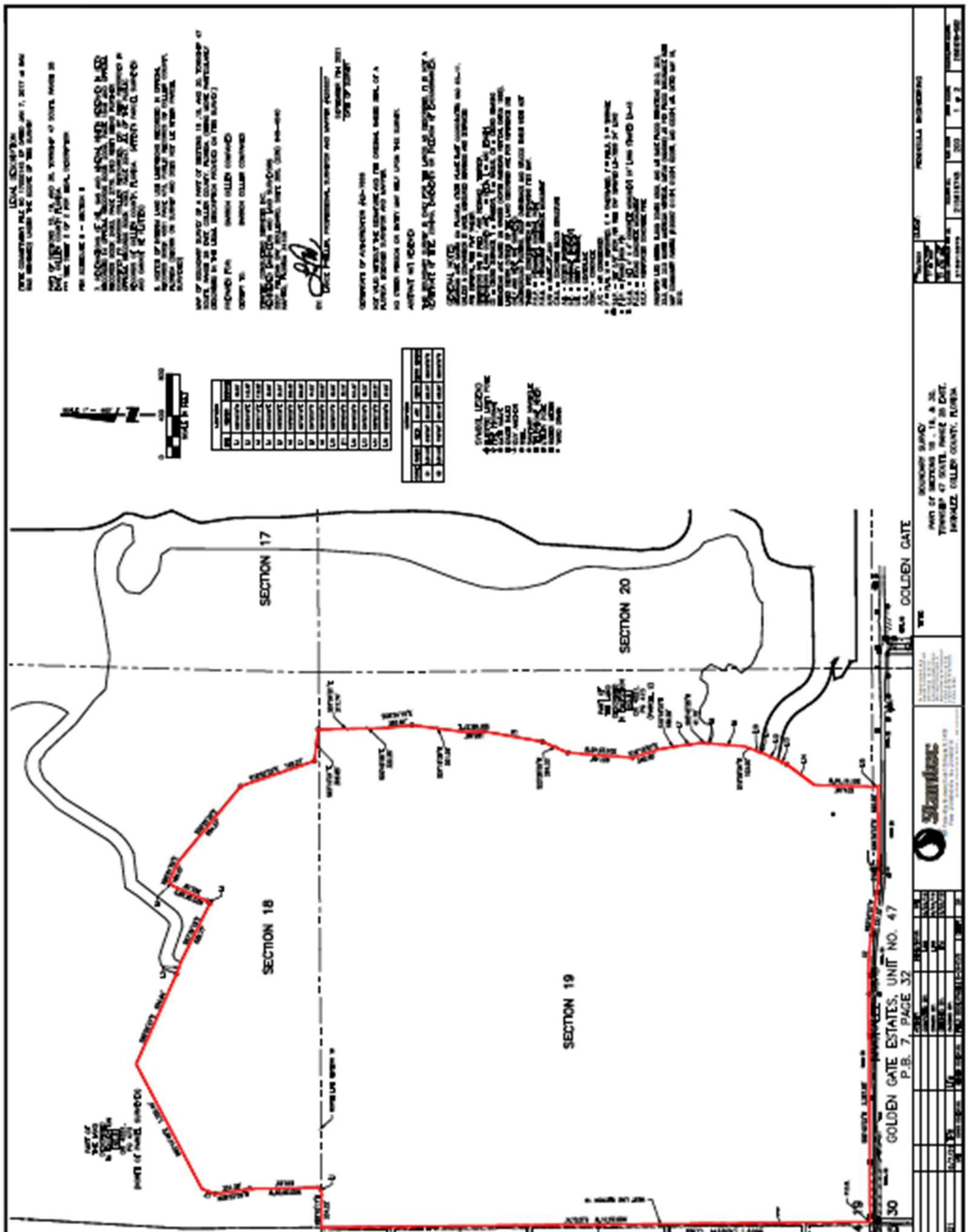
13
SECTION 17
SECTION 18
SECTION 19
SECTION 20
GOLDEN GATE ESTATES, UNIT NO. 47
P.B. 7, PAGE 32
RANCH UNRECORDED PLAT
RED HAWK LANE
GOLDEN GATE

EXHIBIT 3

RESOLUTION 2023-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Brightshore Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Collier County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2023-2024, beginning October 1, 2023 and ending September 30, 2024, annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2023-2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of August 2023.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

____
Secretary / Assistant Secretary

____
Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2023-2024 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES
BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023-2024

The Board of Supervisors of the Brightshore Community Development District will hold their regular meetings for Fiscal Year 2023 at Barron Collier Companies offices, 2640 Golden Gate Parkway, Naples, Florida 34105, at 2:00 p.m. unless otherwise indicated as follows:

October 9,2023
November 13, 2023
December 11, 2023
January 8, 2024
February 12, 2024
March 11, 2024
April 8, 2024
May 13, 2024
June 10, 2024
July 8, 2024
August 12, 2024
September 9, 2024

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

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

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

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

Russ Weyer
District Manager
Real Estate Econometrics, Inc.

EXHIBIT 4

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
Suite 100, 707 Orchid Drive
Naples, FL 34102

MINUTES OF GENERAL MEETING

General Meeting
Monday, May 22, 2023, 2:03 p.m.
Barron Collier Companies
2640 Golden Gate Parkway, Suite 201
Naples, Florida 34105

Present and constituting a quorum were:

Nick Casalanguida	Board Member
Amanda Maurizi	Board Member
Amy Qunell	Board Member
Cee Cee Marinelli	Board Member
John Cheffy	Board Member

Also present were:

Russ Weyer	Real Estate Econometrics, Inc., District Manager
Alyssa Willson	Kutak Rock, P.A. – District Counsel (Via Zoom)
Edward Tryka	Agnoli Barber & Brundage – District Engineer

Public in attendance were:

Brian Goguen	Barron Collier Companies
Blake Novak	Barron Collier Companies
John English	Peninsula Engineering
Dan Hartley	Peninsula Engineering

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Mr. Weyer called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above. He noted that the meeting was advertised according to Florida Statute requirements.

SECOND ORDER OF BUSINESS

Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public Comment.

There were no public comments.

THIRD ORDER OF BUSINESS **General District Items**

A. Affidavit of Meeting Notice Publication.

Mr. Weyer presented the affidavit of publication for this meeting.

B. Affidavit of District Engineer RFQ Publication.

Mr. Weyer presented the affidavit of publication requesting District Engineer RFQs.

C. Consideration of Engineering Services Candidates.

Only one engineering company submitted their qualifications on May 12th for the District Engineer position – Angoli Barber & Brundage.

D. Scoring of Engineering Services Candidates by Board of Supervisors.

Mr. Weyer presented his scoring recommendation for the sole candidate and the Board of Supervisors concurred with the results.

E. Authorize District Manager to negotiate and execute the final engineering agreement.

There was no further discussion.

On MOTION by Mr. Casalanguida and seconded by Ms. Maurizi, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved moving forward with the District Manager negotiating and executing the final District Engineer Agreement.

F. Consideration of the Accounting Services Agreement with Mattice Business Services.

The agreement for accounting services with Mattice Business Services was presented by Mer. Weyer. He noted that she primarily assists on the monthly reconciliation of the Trustee Accounts when the bonds are issued, assists with the annual audit required by the state and verifies journal entries plus provides monthly financial statements.

On MOTION by Mr. Casalanguida and seconded by Ms. Maurizi, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the Mattice Business Services Agreement.

FOURTH ORDER OF BUSINESS **Organizational Matters**

A. Affidavits of Rule Making and Rules of Procedure Public Hearing Publication.

Mr. Weyer presented the affidavits of publication for the rule making and rules of procedure public hearing.

B. Open Rules of Procedure Public Hearing.

On MOTION by Ms. Qunell and seconded by Mr. Casalanguida, with all in favor, the Board of Supervisors of the Brightshore Community Development District opened the Rules of Procedure Public Hearing.

C. Consideration of Resolution 2023-22: A Resolution of the Board of Supervisors of the Brightshore Community Development District adopting rules of procedure; providing a severability clause; and providing an effective date.

Ms. Willson confirmed with Mr. Weyer that the notification of the meeting change to the current Barron Collier offices was posted at the address that appeared in the public hearing publication ad. Mr. Weyer verified that was done.

Ms Willson pointed out that the rules lay out the process and procedures that are designed to ensure that the District operations are in accordance with the statutory requirements.

On MOTION by Mr. Casalanguida and seconded by Ms. Qunell, with all in favor, the Board of Supervisors of the Brightshore Community Development District adopted Resolution 2023-22 that adopts the District's rules of procedure.

D. Close Rules of Procedure Public Hearing.

On MOTION by Mr. Casalanguida and seconded by Ms. Qunell, with all in favor, the Board of Supervisors of the Brightshore Community Development District closed the Rules of Procedure Public Hearing.

E. Consideration of the March 20, 2023 Landowner Meeting Minutes.

No comments or changes were noted.

On MOTION by Ms. Marinelli and seconded by Mr. Cheffy, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the March 20, 2023 Landowner Meeting Minutes.

F. Consideration of the March 20, 2023 Organizational Meeting Minutes.

No comments or changes were noted.

On MOTION by Ms. Qunell and seconded by Ms. Marinelli, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the March 20, 2023 Organizational Meeting Minutes.

FOURTH ORDER OF BUSINESS **Budgetary Matters**

A. Affidavit of Public Hearing Publication.

Mr. Weyer presented the affidavit for the adoption of the FY 2022-2023 Budget.

B. Open FY 2022-2023 Budget Adoption Public Hearing.

On MOTION by Mr. Casalanguida and seconded by Ms. Marinelli, with all in favor, the Board of Supervisors of the Brightshore Community Development District opened the FY 2022-2023 Budget Adoption Hearing.

C. Consideration of Resolution 2023-23: Adoption of Fiscal Year 2022-2023 Budget.

Mr. Weyer explained the budget adoption process. Mr. Casalanguida asked when will development costs incurred by the Developer be moved to the District. Mr. Weyer said that question is appropriate for the next budget item. Ms. Willson said that since the District is Developer funded until such time as assessments are levied, the Board of Supervisors have flexibility in the budget through the budget amended process at fiscal year-end for audit purposes where those such conditions can be addressed.

On MOTION by Mr. Casalanguida and seconded by Ms. Maurizi, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved Resolution 2023-23: Adopting Fiscal Year 2022-2023 Budget.

D. Close FY 2022-2023 Budget Adoption Public Hearing.

On MOTION by Mr. Casalanguida and seconded by Ms. Maurizi, with all in favor, the Board of Supervisors of the Brightshore Community Development District closed the FY 2022-2023 Budget Adoption Hearing.

E. Consideration of Resolution 2023-24: Adoption of Preliminary Fiscal Year 2023-2024 Budget and setting a public hearing.

Mr. Weyer presented the Fiscal Year 2023-2024 Operations & Maintenance Budget to the Board of Supervisors. Mr. Casalanguida again asked about the soft costs that will be incurred by the Developer going forward and how will they be accounted for in this budget. Ms. Willson pointed out that those types of costs would be related to capital improvements and accounted for in future bond issue Engineering Reports.

Mr. Weyer pointed out that this budget is mostly administrative costs since there will be no maintenance costs next year until the capital improvements are up and operational. He did say that he included some costs for the maintenance of off-site mitigation requirements if they become operational late next year. He put in $25,000 for the on-going maintenance and reporting.

On MOTION by Mr. Casalanguida with the address change to the current location and seconded by Ms. Maurizi, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved Resolution 2023-23: Adopting Fiscal Year 2022-2023 Budget.

F. Consideration of Developer Funding Agreement for Fiscal Year 2023-2024.

Mr. Weyer said that this Developer funding agreement is in the same form as the one approved at the last board meeting for the current fiscal year. There was no further discussion.

On MOTION by Mr. Casalanguida and seconded by Ms. Maurizi, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the Fiscal Year 2023-2024 Developer Funding Agreement.

G. Consideration of the April 30, 2023 Cash Flow Statement.

The April 30, 2023 cash flow statement was presented. Mr. Weyer said that in the near future there will be three financial statements presented – the cash flow statement, the budget to actual statement and the balance sheet statement.

There was no further discussion.

On MOTION by Ms. Maurizi and seconded by Mr. Casalanguida, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the April 30, 2023 cash flow statement.

FIFTH ORDER OF BUSINESS Financing Matters

A. Update on Bond Validation and Bond Financing Status

Ms. Willson said that they have been working with Mr. Tryka to develop the master engineer's report. She said that the bond validation process will take about four months. The team is in agreement that the bonds will most likely be issued in the first quarter of 2024. It was decided that the process will start with the August meeting.

SIXTH ORDER OF BUSINESS **Staff Reports**

Manager's Report –

Mr. Weyer had nothing further to report.

Attorney's Report –

Ms. Willson had nothing further to report.

Engineer's Report –

Mr. Tryka reported that they are working on the master engineer's report and have a pretty good draft developed. The only item open at this time is the mitigation preserves.

NINTH ORDER OF BUSINESS **Supervisors Requests**

There were no Supervisor Requests.

TENTH ORDER OF BUSINESS **Public Comments**

There were no public comments.

ELEVENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Casalanguida and seconded by Ms. Qunell, with all in favor, the meeting of the Board of Supervisors of the Brightshore Community Development District was adjourned.

______________________________	______________________________
Secretary/Assistant Secretary	Chairperson/Vice-Chairperson
______________________________	______________________________
Print Name	Print Name

EXHIBIT 5

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors (**"Board"**) of the Brightshore Community Development District (**"District"**) will hold a public hearing on Monday, August 14, 2023 at 2:00 p.m. at Barron Collier Companies offices, Suite 201, 2640 Golden Gate Parkway, Naples, Florida 34105 for the purpose of hearing comments and objections on the adoption of the proposed budget (**"Proposed Budget"**) of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (**"Fiscal Year 2023/2024"**). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained a week in advance at the offices of the District Manager, Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102, (239) 269-1341 (**"District Manager's Office"**), during normal business hours, or by visiting the District's website at www.Brightshorecdd.com.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and 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.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's 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.

District Manager

July 23 & July 30, 2023

EXHIBIT 6

RESOLUTION 2023-27

THE ANNUAL APPROPRIATION RESOLUTION OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brightshore Community Development District (**"District"**) was established pursuant to Collier County Ordinance No. 2022-50, which became effective on December 22, 2022; and

WHEREAS, the District Manager has submitted to the Board of Supervisors ("**Board**") of the District a proposed budget ("**Proposed Budget**") for the remainder of the fiscal year ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statute*s; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Brightshore Community Development District for the Fiscal Year Ending September 30, 2024."

d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of $122,270 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	$172,570
TOTAL BOND FUND	$ 0
TOTAL ALL FUNDS	$172,570

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of $15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14TH DAY OF AUGUST 2023.

ATTEST: **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**

______________________________ ____

Secretary / Assistant Secretary Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Budget

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT		
GENERAL FUND		
FOR FISCAL YEAR 2023-2024 - THROUGH SEPTEMBER 30, 2024		
	BUDGET	
REVENUES		
ON-ROLL ASSESSMENTS		
DEVELOPER CONTRIBUTION	$ 172,570	Unplatted Acres
INTEREST REVENUE		
MISCELLANEIOUS REVENUE		
TOTAL REVENUES	$ 172,570	
EXPENDITURES		
ADMINISTRATIVE GENERAL		
BOARD OF SUPERVISORS PAYROLL	$ -	
PAYROLL TAXES	-	
PAYROLL SERVICE FEE	-	
MANAGEMENT CONSULTING SERVICES	24,000	$2,000/Month - 12 Months
ASSESSMENT ADMINISTRATION	-	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION	-	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	500	Office Supplies, etc.
BANK CHARGES		
MASTER O&M METHODOLOGY REPORT	10,000	One time charge
AUDITING	5,000	2022-23 Audit - Not required if under $100,000
ACCOUNTING SERVICES AND ON-LINE QB SUBSCRIPTION	3,395	$485/Month - 12 Months
INSURANCE (Liability, Property & Casuality)	6,500	DAO Insurance
LEGAL ADVERTISING	7,500	
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	20,000	Kutak Rock LLP
ENGINEERING SERVICES - General	20,000	Agnoli Barber & Brundage
WEBSITE DESIGN & HOSTING	3,000	Required by State Law
MISCELLANEOUS SERVICES		
TOTAL ADMINISTRATIVE EXPENDITURES	$ 100,070	
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	$ -	
LANDSCAPING & FIELD MAINTENANCE	$ -	
LANDSCAPE REPLACEMENT	$ -	Replacement Program
LANDSCAPE MULCHING	$ -	Mulching twice a year @ $2,000 each
IRRIGATION REPAIRS	$ -	Approximately $200/month
ELECTRICITY	$ -	Approximately $100/month
WATER USE MONITORING	$ -	Cardno Entrix @ $200/month
ENTRY MONUMENTS MAINTENANCE	$ -	Pressure Cleaning, Painting, etc.
WETLAND MONITORING	$ -	Approximatly $100/month
SFWMD ERP ANNUAL REPORT	$ -	Annual
LAKE TESTING	$ -	Once a year
LAKE MAINTENANCE	$ -	$2,400 Annual per lake
OFFSITE MITIGATION MAINTENANCE	$ 25,000	$25,000/Year
TOTAL FIELD OPERATIONS EXPENDITURES	$ 25,000	
TOTAL EXPENDITURES	$ 172,570	
Balance	$ -	

EXHIBIT 7

Brightshore
Community Development District

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

May 24, 2023

Ms. Debbie Windsor
Operations Coordinator
Collier County Government
Office of Management and Budget
3299 Tamiami Trail E, Ste 201
Naples, FL 34112-5746

RE: Brightshore Community Development District – Collier County, Florida Proposed Budget – Fiscal Year 2023-2024

Dear Ms. Windsor:

In accordance with Chapter 189 and 190.008(2)(b) of the Florida Statutes, the District is required to submit to the local governing authorities having jurisdiction over the area included in the Brightshore Community Development District ("District"), for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year.

As such, I am pleased to enclose the District's Proposed Budget for Fiscal Year 2023-2024, which was approved at a preliminary budget meeting on May 22, 2023. A public hearing on the final budget will be held on August 14, 2023. We're still working on the website and this budget will be posted there once the website is up and operational.

If you have any questions regarding this matter, please call me at (239) 269-1341.

Sincerely,

G. Russell

G. Russell Weyer
President
Real Estate Econometrics, Inc.
District Manager

Encl.

ATTACHMENT 1

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
FOR FISCAL YEAR 2023-2024 - THROUGH SEPTEMBER 30, 2024

		BUDGET	
REVENUES			
ON-ROLL ASSESSMENTS			
DEVELOPER CONTRIBUTION	$	172,570	Unplatted Acres
INTEREST REVENUE			
MISCELLANEIOUS REVENUE			
TOTAL REVENUES	$	172,570	
EXPENDITURES			
ADMINISTRATIVE GENERAL			
BOARD OF SUPERVISORS PAYROLL	$	-	
PAYROLL TAXES		-	
PAYROLL SERVICE FEE		-	
MANAGEMENT CONSULTING SERVICES		24,000	$2,000/Month - 12 Months
ASSESSMENT ADMINISTRATION		-	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION		-	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS		500	Office Supplies, etc.
BANK CHARGES			
MASTER O&M METHODOLOGY REPORT		10,000	One time charge
AUDITING		5,000	2022-23 Audit - Not required if under $100,000
ACCOUNTING SERVICES AND ON-LINE QB SUBSCRIPTION		3,395	$485/Month - 12 Months
INSURANCE (Liability, Property & Casuality)		6,500	DAO Insurance
LEGAL ADVERTISING		7,500	
REGULATORY AND PERMIT FEES		175	State Filing Fee
LEGAL SERVICES		20,000	Kutak Rock LLP
ENGINEERING SERVICES - General		20,000	Agnoli Barber & Brundage
WEBSITE DESIGN & HOSTING		3,000	Required by State Law
MISCELLANEOUS SERVICES			
TOTAL ADMINISTRATIVE EXPENDITURES	$	100,070	
FIELD OPERATIONS			
FIELD OPERATIONS MANAGEMENT STAFF	$	-	
LANDSCAPING & FIELD MAINTENANCE	$	-	
LANDSCAPE REPLACEMENT	$	-	Replacement Program
LANDSCAPE MULCHING	$	-	Mulching twice a year @ $2,000 each
IRRIGATION REPAIRS	$	-	Approximately $200/month
ELECTRICITY	$	-	Approximately $100/month
WATER USE MONITORING	$	-	Cardno Entrix @ $200/month
ENTRY MONUMENTS MAINTENANCE	$	-	Pressure Cleaning, Painting, etc.
WETLAND MONITORING	$	-	Approximatly $100/month
SFWMD ERP ANNUAL REPORT	$	-	Annual
LAKE TESTING	$	-	Once a year
LAKE MAINTENANCE	$	-	$2,400 Annual per lake
OFFSITE MITIGATION MAINTENANCE	$	25,000	$25,000/Year
TOTAL FIELD OPERATIONS EXPENDITURES	$	25,000	
TOTAL EXPENDITURES	$	172,570	
Balance	$	-	

EXHIBIT 8

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 FUNDING AGREEMENT

This agreement ("**Agreement**") is made and entered into this 14th day of August 2023, by and between:

> **Brightshore Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida ("**District**"), and
>
> **Hogan Farms, LLC**, a Florida limited liability company and a landowner in the District ("**Landowner**") with an address of 2600 Golden Gate Parkway, Naples, Florida 34105.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Landowner presently owns the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (**"Fiscal Year 2023/2024 Budget"**); and

WHEREAS, this Fiscal Year 2023/2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Landowner is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Landowner agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Landowner has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Landowner agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2023/2024 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Landowner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2023/2024 Budget" in the public records of Collier County, Florida (**"County"**), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2023/2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not

materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Landowner in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes,* or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. Any assignment without such prior written approval shall be null and void.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective upon the date first written above and after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:	**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
______________________________	______________________________
Secretary / Assistant Secretary	Chairperson, Board of Supervisors
	HOGAN FARMS, LLC, a Florida limited liability company
____________________________	_________________________________
Witness	By: _____________________________
	Its: _____________________________

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2023/2024 Budget

EXHIBIT A
Property Description

Stantec

5801 Pelican Bay Boulevard, Suite 300, Naples, FL 34108

Legal Description
Of part of Sections 18 and 19,
Township 47 South, Range 28 East,
Collier County, Florida
(Hogan Oaks West)

All that part of Sections 18 and 19, Township 47 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of Section 19, Township 47 South, Range 28 East, Collier County, Florida, thence along the West line of said Section 19, North 00°33'31" West 5,270.74 feet to the Northwest corner of said Section 19;
Thence North 89°45'17" East 334.22 feet;
Thence North 69°40'33" East 50.52 feet;
Thence North 00°56'08" West 670.62 feet;
Thence North 08°52'06" West 331.28 feet;
Thence North 20°54'48" East 142.49 feet;
Thence North 62°14'48" East 1,355.44 feet;
Thence South 65°52'47" East 954.64 feet;
Thence South 70°01'14" East 119.08 feet;
Thence South 63°39'15" East 628.77 feet;
Thence North 40°34'56" East 32.99 feet;
Thence North 23°38'28" East 362.36 feet;
Thence North 48°50'20" East 54.54 feet;
Thence South 66°01'50" East 199.07 feet;
Thence South 50°25'20" East 954.27 feet;
Thence South 18°52'22" East 748.23 feet;
Thence South 83°10'21" East 306.85 feet;
Thence South 01°04'51" East 317.74 feet;
Thence South 00°49'55" East 322.25 feet;
Thence South 06°24'15" East 262.61 feet;
Thence South 07°19'29" West 501.06 feet;
Thence South 01°08'37" East 195.96 feet;
Thence South 10°00'20" West 569.45 feet;
Thence South 23°28'05" West 264.33 feet;
Thence South 04°25'45" West 627.49 feet;
Thence South 18°15'57" East 240.55 feet;
Thence South 10°16'07" East 189.28 feet;
Thence South 07°36'19" East 254.95 feet;
Thence South 05°42'25" West 41.75 feet;
Thence South 04°38'57" West 44.03 feet;
Thence South 04°38'58" West 320.97 feet;
Thence South 19°59'54" West 103.00 feet;
Thence South 20°59'47" West 58.20 feet;
Thence South 20°48'49" West 35.19 feet;
Thence South 24°49'22" West 151.37 feet;
Thence South 24°52'40" West 90.30 feet;

Stantec

Thence South 36°52'12" West 337.31 feet;
Thence South 01°41'16" West 574.06 feet;
Thence South 08°29'08" East 37.23 feet;
Thence South 89°39'03" West 690.88 feet;
Thence 393.04 feet along the arc of a circular curve concave North having a radius of 2,814.93 feet through a central angle of 08°00'00" and being subtended by a chord which bears North 86°20'57" West 392.72 feet;
Thence North 82°20'57" West 337.32 feet;
Thence 406.15 feet along the arc of a circular curve concave South having a radius of 2,914.93 feet through a central angle of 07°59'00" and being subtended by a chord which bears North 86°20'27" West 405.82 feet;
Thence South 89°40'03" West 2,367.68 feet to the POINT OF BEGINNING.

Containing 681.45 acres, more or less.
Subject to easements and restrictions of record.
Bearings are based on the ......

Certificate of authorization #LB-7866
Stantec Consulting Services, Inc.
Registered Engineers and Land Surveyors

By: ______________________________ September 7, 2021
Lance T Miller, Professional Surveyor and Mapper #LS5627

Not valid unless embossed with the Professional's seal.
Ref. 2H-214O Sheet 2b

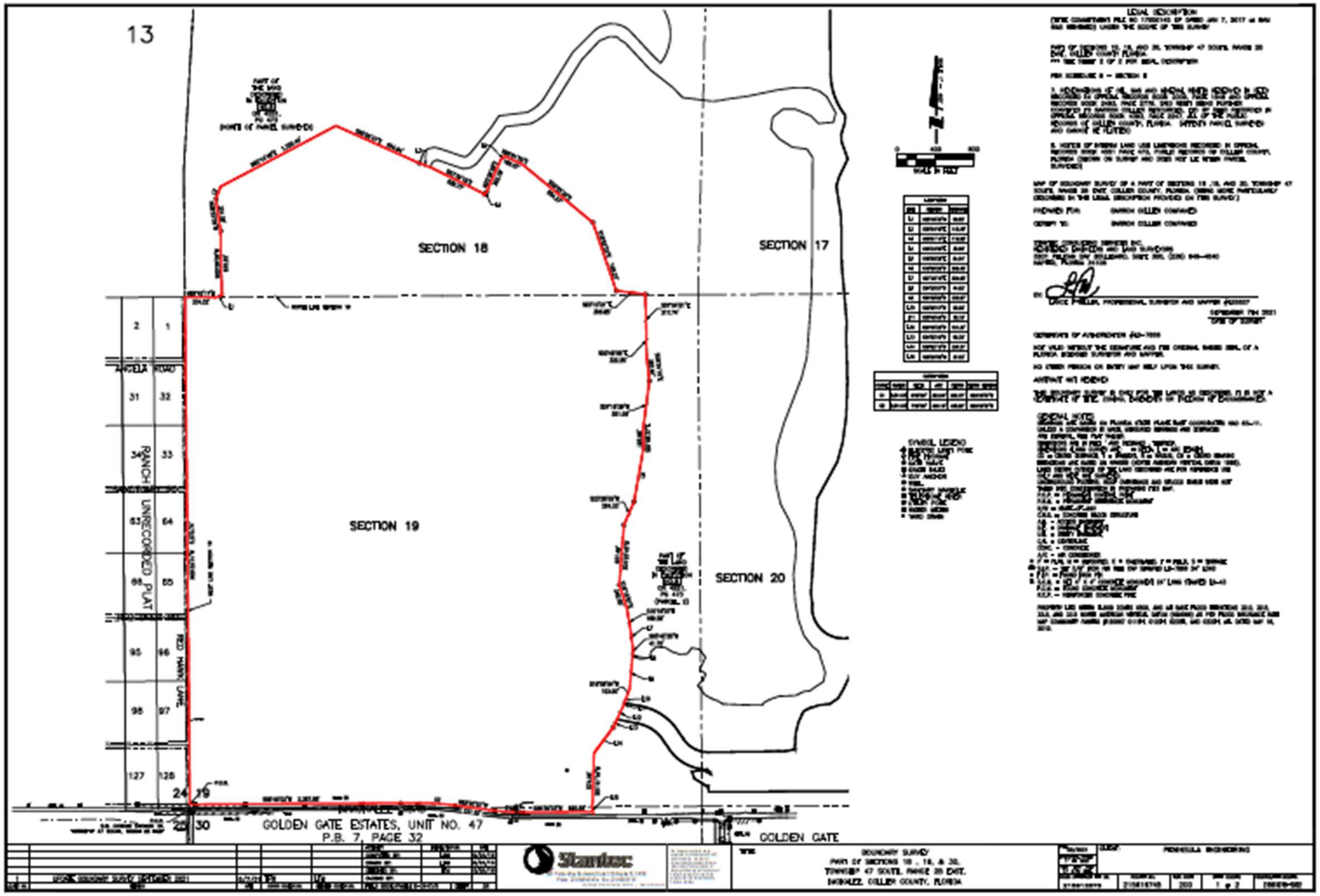
13
SECTION 17
SECTION 18
SECTION 19
SECTION 20
RANCH UNRECORDED PLAT
ANGELA ROAD
RED HAWK LANE
GOLDEN GATE ESTATES, UNIT NO. 47
P.B. 7, PAGE 32
GOLDEN GATE
24 19
22 30
2
1
31
32
34
33
63
64
66
65
95
96
98
97
127
128
BOUNDARY SURVEY
PART OF SECTIONS 18, 19, & 20,
TOWNSHIP 47 SOUTH, RANGE 28 EAST,
IMMOKALEE, COLLIER COUNTY, FLORIDA
PENINSULA ENGINEERING

EXHIBIT B

Fiscal Year 2023/2024 Budget

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT		
GENERAL FUND		
FOR FISCAL YEAR 2023-2024 - THROUGH SEPTEMBER 30, 2024		
	BUDGET	
REVENUES		
ON-ROLL ASSESSMENTS		
DEVELOPER CONTRIBUTION	$ 172,570	Unplatted Acres
INTEREST REVENUE		
MISCELLANEIOUS REVENUE		
TOTAL REVENUES	$ 172,570	
EXPENDITURES		
ADMINISTRATIVE GENERAL		
BOARD OF SUPERVISORS PAYROLL	$ -	
PAYROLL TAXES	-	
PAYROLL SERVICE FEE	-	
MANAGEMENT CONSULTING SERVICES	24,000	$2,000/Month - 12 Months
ASSESSMENT ADMINISTRATION	-	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION	-	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	500	Office Supplies, etc.
BANK CHARGES		
MASTER O&M METHODOLOGY REPORT	10,000	One time charge
AUDITING	5,000	2022-23 Audit - Not required if under $100,000
ACCOUNTING SERVICES AND ON-LINE QB SUBSCRIPTION	3,395	$485/Month - 12 Months
INSURANCE (Liability, Property & Casuality)	6,500	DAO Insurance
LEGAL ADVERTISING	7,500	
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	20,000	Kutak Rock LLP
ENGINEERING SERVICES - General	20,000	Agnoli Barber & Brundage
WEBSITE DESIGN & HOSTING	3,000	Required by State Law
MISCELLANEOUS SERVICES		
TOTAL ADMINISTRATIVE EXPENDITURES	$ 100,070	
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	$ -	
LANDSCAPING & FIELD MAINTENANCE	$ -	
LANDSCAPE REPLACEMENT	$ -	Replacement Program
LANDSCAPE MULCHING	$ -	Mulching twice a year @ $2,000 each
IRRIGATION REPAIRS	$ -	Approximately $200/month
ELECTRICITY	$ -	Approximately $100/month
WATER USE MONITORING	$ -	Cardno Entrix @ $200/month
ENTRY MONUMENTS MAINTENANCE	$ -	Pressure Cleaning, Painting, etc.
WETLAND MONITORING	$ -	Approximatly $100/month
SFWMD ERP ANNUAL REPORT	$ -	Annual
LAKE TESTING	$ -	Once a year
LAKE MAINTENANCE	$ -	$2,400 Annual per lake
OFFSITE MITIGATION MAINTENANCE	$ 25,000	$25,000/Year
TOTAL FIELD OPERATIONS EXPENDITURES	$ 25,000	
TOTAL EXPENDITURES	$ 172,570	
Balance	$ -	

EXHIBIT 9

Brightshore Community Development District
Cash Flow Statement
October 2022 - July 2023

	Total
Revenue	
1363116 Off Roll Assessments	60,770.00
Total Revenue	$ 60,770.00
Expenditures	
1100000 Administrative	
1512100 Management Consulting Services	8,000.00
1513014 Website Hosting & Management	4,153.00
1513055 Legal Advertising	2,247.00
1513075 Accounting Services	1,750.00
1513080 Engineering Services	1,200.00
1513100 Insurance- General Liability	2,507.00
1514010 Legal Services	14,267.90
Total 1100000 Administrative	$ 34,124.90
Total Expenditures	$ 34,124.90
Net Operating Revenue	$ 26,645.10

Brightshore Community Development District
Balance Sheet
As of July 31, 2023

		Total
ASSETS		
Current Assets		
Bank Accounts		
1101000 Checking		26,645.10
Total Bank Accounts	$	26,645.10
Total Current Assets	$	26,645.10
TOTAL ASSETS	$	26,645.10
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable (A/P)		0.00
Total Accounts Payable	$	0.00
Total Current Liabilities	$	0.00
Total Liabilities	$	0.00
Equity		
Retained Earnings		
Net Revenue		26,645.10
Total Equity	$	26,645.10
TOTAL LIABILITIES AND EQUITY	$	26,645.10

EXHIBIT 10

AGREEMENT FOR UNDERWRITING SERVICES
BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

August 14, 2023

Board of Supervisors
Brightshore Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Brightshore Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds") including its Series 2024 Bonds (if the Bonds are issued in a subsequent year, then such year designation) to acquire and/or construct the initial phase of public infrastructure for the District that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Series 2024 Bonds and will be supplemented for future bond issuances.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

   - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
   - Preparation of rating strategies and presentations related to the issue being underwritten.
   - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
   - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
   - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
   - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
   - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
   - Preparation of post-sale reports for the issue, if any.

- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 2% the par amount of Bonds issued or $50,000.

3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.

4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.

5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.

6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

Rhonda Mossing

Rhonda Mossing
Managing Partner

Approved and Accepted By: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT A

Disclosures Concerning the Underwriter's Role

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.

(iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

EXHIBIT 11

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Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

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PLANTATION
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Plantation, Florida 33324
(954) 315-0268 Tel

August 14, 2023

VIA ELECTRONIC DELIVERY:
Board of Supervisors
Brightshore Community Development District
Collier County, Florida

Board Members:

We appreciate the opportunity to submit this proposal, along with a bond counsel agreement, to provide bond counsel services to Brightshore Community Development District (the "District") in connection with the issuance by the District of tax-exempt or taxable municipal bonds (the "Bonds"). Nabors, Giblin & Nickerson, P.A. ("NGN") is a Florida based firm with offices in Tampa, Plantation and Tallahassee. Established in August 1984, NGN was formed so that its principals could focus their practice upon the representation of local government on a statewide basis, specializing in public finance and general governmental and administrative law. NGN still operates on this premise and currently has 24 attorneys with extensive experience and primary dedication to representing governmental clients in the areas of bond finance practice, capital finance practice, public utilities practice, litigation practice, governance structures, financial transactions practice and public/private partnerships. Over the last five years, NGN has served as bond counsel in approximately 606 financings with an approximate aggregate principal amount of $21.3 billion. During such period of time, NGN has also served as disclosure counsel in approximately 173 transactions with an approximate aggregate principal amount of $18.8 billion and as underwriters' counsel in approximately 146 transactions with an approximate aggregate principal amount of $4.7 billion.

Specifically, NGN has been on the forefront of representation of community development districts since the early 1990s, representing over 200 special districts, the majority of which are community development districts, as bond counsel and/or disclosure counsel. NGN has also been involved in numerous other special district financings as underwriter's counsel, trustee's counsel and bank counsel. NGN currently serves as bond counsel to many of the major national and regional home builders and developers, including D.R. Horton, Forestar, Mattamy Homes, Metro Development Group, Lennar and KB Homes, among others. Attached hereto as <u>Exhibit A</u> is a list of special district financings within the past five years for which NGN served as bond counsel.

Cynthia E. Wilhelm will be the attorney primarily responsible to the District. Currently a shareholder with NGN, Ms. Wilhelm is located in the Tampa office and has over ten years of transactional experience, including over seven years working on numerous special district financings throughout the State of Florida. Ms. Wilhelm will be assisted by L. Thomas Giblin, who has over 43 years of experience in municipal finance law, and Richard B. Harb, who was selected as a Super Lawyers® Rising Star in 2022 for government finance and is NGN's lead attorney for more complex tax-related matters. All of the public finance lawyers at NGN are knowledgeable with respect to the types of tax issues that may arise in a typical bond transaction. For more information on NGN, please visit our website at www.ngnlaw.com.

In general, bond counsel is engaged as recognized counsel specially experienced in Florida law and federal tax and securities laws relating to governmental obligations, whose primary responsibility will be to render an objective legal opinion with respect to the authorization and validity of the Bonds and the tax treatment of interest payable on such Bonds under federal income tax laws. As bond counsel, we will examine applicable laws, prepare and/or review various documents required for the successful closing of each transaction, and undertake such additional duties as we deem necessary to render our opinion. The above-described services specifically include but are not limited to the following:

(a) consulting with representatives of the District and the underwriter of the Bonds (the "Underwriter") or, in the case of a private placement, the bank purchasing the Bonds (the "Initial Purchaser"), and their respective counsels concerning all legal questions relating to the Bonds and the security for the payment of debt service on the Bonds;

(b) assisting counsel to the District with the preparation of validation pleadings in connection with the validation of the Bonds and appearing as attorneys of record with counsel to the District at the validation hearing for the Bonds;

(c) attending meetings of the District during which the proposed financing will be considered;

(d) drafting the required trust indentures, including a Master Trust Indenture and Supplemental Trust Indentures, certain resolutions of the District authorizing the issuance of the Bonds, and the Arbitrage and Tax Certificate and other related documents, certificates and legal opinions required for closing;

(e) analyzing and resolving tax problems associated with the financing;

(f) conducting the preclosing and the closing in connection with the financing;

(g) reviewing documents drafted by the Underwriter and its counsel or the Initial Purchaser and its counsel;

(h) reviewing documents drafted by counsel to the District;

(i) reviewing various reports prepared in connection with the financing, including but not limited to engineer's reports and assessment methodology reports; and

(j) providing the District such other legal services and advice with respect to the financing as are traditionally provided by bond counsel.

Subject to the completion of proceedings to our satisfaction, we will render our opinion for the Bonds addressed to the District, with a reliance letter addressed to the Underwriter or Initial Purchaser and the trustee, substantially to the effect that the Bonds are valid, binding and enforceable obligations of the District and, if the Bonds are tax-exempt, that the interest thereon is excludable from gross income of the owners under the income tax laws of the United States in effect on the date such Bonds are delivered to the Underwriter or Initial Purchaser. The opinion will also opine as to such other matters, if any, that are at the date of closing normally included in the opinions of bond counsel for similar transactions.

Based upon (a) the duties we propose to undertake with respect to each financing, (b) the time we anticipate devoting to each financing, and (c) the responsibilities we assume, we agree that our fee for each publicly offered financing will not exceed $50,000, regardless of the total principal amount of the Bonds. Fees for private placement financings will be negotiated at the commencement of such financing, provided such fee will not exceed $35,000 per financing. The foregoing fees shall include all out-of-pocket expenses incurred by NGN in connection with the services rendered and no other expenses shall be payable by the District in connection with bond counsel services.

We agree that our fee for bond counsel services will be contingent upon the successful closing of the applicable financing. If such financing is abandoned, we will not be entitled to any fee for services rendered. In addition, we understand that questions or issues may arise that are outside the scope of a particular financing. Unless such issues require a substantial engagement on our part, we will not charge additional hourly rates for legal services in connection with such issues. Should an issue arise that requires a substantial engagement, any fees to be charged will be determined upon mutual agreement of the parties at such time.

We appreciate the opportunity to be of service to you and thank you for your consideration.

NABORS, GIBLIN & NICKERSON, P.A.

By: Cynthia Wilhelm
Cynthia E. Wilhelm, Shareholder

EXHIBIT A

LISTING OF TRANSACTIONS AS BOND COUNSEL FOR SPECIAL DISTRICT FINANCINGS AUGUST 2018 TO PRESENT

Issuer	Bond Issue	Par Amount
Aqua One Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2018	$20,080,000
Rivers Edge Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2018	$6,275,000
Urban Orlando Community Development District (City of Orlando, Florida)	Capital Improvement Revenue Refunding Bond, Series 2018A	$8,426,000
Epperson Ranch II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2018A	$13,665,000
Cypress Creek of Hillsborough County Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2018B	$2,375,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2018A	$23,740,000
Paseo Community Development District (City of Fort Myers, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2018	$9,625,000
Zephyr Lakes Community Development District (City of Zephyrhills, Florida)	Capital Improvement Revenue Bonds, Series 2019	$6,460,000
South Village Community Development District (Clay County, Florida)	Capital Improvement Revenue Bonds, Series 2019	$4,955,000
Hidden Creek Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2019	$12,590,000
Orange Blossom Ranch Community Development District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2019	$10,240,000
Union Park East Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2019A	$10,350,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2019	$20,310,000
Copperstone Community Development District (Manatee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2019	$5,209,000
Talavera Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2019	$4,705,000
Sweetwater Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2019A	$10,805,000
Harbor Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2019A	$28,175,000
Mirada Community Development District (Pasco County, Florida)	Bond Anticipation Notes, Series 2019	$12,000,000
Osceola Chain of Lakes Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$5,980,000
Finley Woods Community Development District (City of Gainesville, Florida)	Capital Improvement Revenue Bonds, Series 2020	$3,075,000

Issuer	Bond Issue	Par Amount
Sampson Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$2,520,000
Chaparral of Palm Bay Community Development District (City of Palm Bay, Florida)	Capital Improvement Revenue Bonds, Series 2020	$5,900,000
Rivers Edge II Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$7,165,000
Epperson Ranch II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$10,300,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$3,440,000
Pine Ridge Plantation Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2020	$12,435,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$4,185,000
Rolling Hills Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2020	$4,465,000
Live Oak Lake Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$16,275,000
Overoaks Community Development District (Osceola County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2020	$3,765,000
Wiregrass II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$10,705,000
Chapel Crossings Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$12,030,000
Copperstone Community Development District (Manatee County, Florida)	Taxable Capital Improvement Revenue Note, Series 2020	$800,000
DG Farms Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2020	$3,855,000
Mirada II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$26,850,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$15,000,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$11,340,000
Amelia National Community Development District (Nassau County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	$4,915,000
Capital Region Community Development District (City of Tallahassee, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	$2,800,000
River Glen Community Development District (Nassau County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2021	$15,355,000
Cascades at Groveland Community Development District (City of Groveland, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	$3,053,000
Rivers Edge II Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$9,900,000

Issuer	Bond Issue	Par Amount
Rivers Edge III Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$9,880,000
Cordoba Ranch Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	$6,135,000
South Fork East Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	$3,121,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$13,600,000
Zephyr Lakes Community Development District (City of Zephyrhills, Florida)	Capital Improvement Revenue Bonds, Series 2021	$6,600,000
Brightwater Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$10,000,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$11,610,000
Ave Maria Stewardship Community District (Collier County, Florida)	Bond Anticipation Notes, Series 2021	$15,640,000
Southshore Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$11,170,000
Lake Ashton II Community Development District (Polk County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	$3,535,000
Union Park East Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$3,095,000
Entrada Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$12,280,000
Leomas Landing Community Development District (City of Lake Wales, Florida)	Capital Improvement Revenue Bonds, Series 2021	$5,355,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021A	$17,605,000
Gracewater Sarasota Community Development District (Sarasota County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$16,780,000
St. Lucie West Services District (St. Lucie County, Florida)	Capital Improvement Revenue Bond, Series 2021-2	$1,685,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$9,600,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021A	$9,800,000
Ocala Preserve Community Development District (Marion County, Florida)	Capital Improvement Revenue Bonds, Series 2021	$3,855,000
WaterGrass II Community Development District (Pasco County, Florida)	Special Assessment Revenue Refunding Bonds, Series 2021	$5,385,000
Golden Lakes Community Development District (Polk County, Florida)	Taxable Special Assessment Note, Series 2021	$1,000,000
Villages of Glen Creek Community Development District (City of Bradenton, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	$5,250,000

Issuer	Bond Issue	Par Amount
Water's Edge Community Development District (Manatee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	$2,065,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$7,775,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022A	$22,950,000
Rustic Oaks Community Development District (City of Venice, Florida)	Capital Improvement Revenue Bonds, Series 2022	$17,230,000
Rolling Hills Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	$10,870,000
Lake Ashton II Community Development District (Polk County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	$3,245,000
Mira Lago West Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2022	$3,007,000
Bridgewater North Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$10,195,000
Pelican Marsh Community Development District (Collier County, Florida)	Special Assessment Revenue Refunding Bond, Series 2022	$3,460,000
Cross Creek North Community Development District (Clay County, Florida)	Special Assessment Bonds, Series 2022	$15,075,000
Mangrove Point and Mangrove Manor Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$7,850,000
Somerset Community Development District (Walton County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	$10,745,000
Villages of Glen Creek Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2022A	$7,500,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$3,085,000
Willow Creek Community Development District (Brevard County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$2,575,000
Wiregrass II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$11,460,000
Mirada II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$11,600,000
Coddington Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$6,215,000
Renaissance Community Development District (Lee County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2022	$5,545,000
Buena Lago Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$4,420,000
Stoneybrook Community Development District (Lee County, Florida)	Special Assessment Revenue Bonds, Series 2022-1	$4,325,000
Stoneybrook Community Development District (Lee County, Florida)	Taxable Special Assessment Revenue Bonds, Series 2022-2	$7,755,000

Issuer	Bond Issue	Par Amount
Avalon Park West Community Development District (Pasco County, Florida)	Special Assessment Revenue Bonds, Series 2022	$5,895,000
Coral Bay of Lee County Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$3,845,000
Cypress Shadows Community Development District (Lee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	$1,070,000
Brookstone Community Development District (Manatee County, Florida)	Special Assessment Revenue Bonds, Series 2022	$10,700,000
Willows Community Development District (Manatee County, Florida)	Special Assessment Revenue Bonds, Series 2022	$8,315,000
Stoneybrook North Community Development District (Lee County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	$5,300,000
Woodcreek Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	$3,785,000
Ridge at Heath Brook Community Development District (City of Ocala, Florida	Capital Improvement Revenue Bonds, Series 2023	$2,325,000
Waterford Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2023	$4,835,000
Rye Crossing Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023	$2,625,000
Parrish Lakes Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023	$12,400,000
Harmony West Community Development District (Osceola County, Florida)	Special Assessment Revenue Bonds, Series 2023	$3,435,000
Arbors Community Development District (City of Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2023	$12,435,000
Merrick Square Community Development District (City of Pembroke Pines, Florida)	Capital Improvement Revenue Bonds, Series 2023	$4,215,000
West Villages Improvement District (City of North Port, Florida)	Special Assessment Revenue Bonds, Series 2023	$17,130,000
Varrea South Community Development District (City of Plant City, Florida)	Capital Improvement Revenue Bonds, Series 2023	$8,870,000
Harmony on Lake Eloise Community Development District (City of Winter Haven, Florida)	Capital Improvement Revenue Bonds, Series 2023	$2,665,000
Lake Lizzie Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2023	$3,535,000
Cypress Bay West Community Development District (City of Palm Bay, Florida)	Capital Improvement Revenue Bonds, Series 2023	$7,625,000
Parrish Lakes Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023A	$9,540,000
Cross Creek North Community Development District (Clay County, Florida)	Special Assessment Bonds, Series 2023	$8,915,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2023	$19,150,000

EXHIBIT 12

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement (this "Agreement") is entered into this 14th day of August, 2023, by and between the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT** (the "District"), an independent special district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended, and **NABORS, GIBLIN & NICKERSON, P.A.**, a Florida professional service corporation ("Nabors Giblin").

W I T N E S S E T H:

WHEREAS, the District plans to issue capital improvement revenue bonds (the "Bonds") to finance the acquisition, construction and equipping of certain assessable capital improvements benefiting residents of the District; and

WHEREAS, the District desires to engage Nabors Giblin as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, Nabors Giblin desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and Nabors Giblin, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL.

(a) Duties. Nabors Giblin shall serve as bond counsel to the District in connection with the issuance of the Bonds. The duties of Nabors Giblin as bond counsel shall include the following:

(i) prepare all indentures, including a Master Indenture and Supplemental Indenture(s) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters engaged by the District;

(ii) if requested by the District, prepare validation pleadings, including the proposed final judgment, in connection with the validation of the Bonds and appear as attorneys of record with the District Counsel at the validation hearing;

(iii) review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that Nabors Giblin shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and provided further, that Nabors Giblin shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds;

(iv) review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attend drafting and informational meetings regarding the Bonds; and

(v) render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the Bonds from federal income taxation.

(b) <u>Fees and Expenses for Services Rendered as Bond Counsel</u>. For services rendered pursuant to this Section 1, the District shall pay to Nabors Giblin a fee of not-to-exceed $50,000 per issue for a publicly offered issue. Fees for private placement financings will be negotiated at the commencement of such financing, provided such fee will not exceed $35,000 per financing. Such fee shall be paid by the District to Nabors Giblin only from the proceeds derived by the District from the sale of the Bonds and, if the Bonds are not sold, then no fees shall be paid by the District for services rendered pursuant to this Section 1.

The foregoing fee shall include all out-of-pocket expenses incurred by Nabors Giblin in connection with services rendered hereunder, and no other expenses shall be payable by the District in connection with bond counsel services.

2. TERMINATION. This Agreement may be terminated by the District, or by Nabors Giblin, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates Nabors Giblin for any reason, then no compensation shall be paid to Nabors Giblin for any services theretofore rendered pursuant to Section 1 of this Agreement.

3. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the District and Nabors Giblin have executed this Agreement as of the date set forth above.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By:______________________________________
Chairman/Vice Chairman

NABORS, GIBLIN & NICKERSON, P.A.

By: Cynthia Wilhelm
Cynthia Wilhelm, Shareholder