Brightshore Community Development District

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

February 10, 2025

Board of Supervisors
Brightshore Community Development District

Dear Board Members:

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

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

GENERAL DISTRICT ITEMS

3. Consideration of the Following Organizational Matters:

A.	Affidavit of Publication	Exhibit 1

ORGANIZATIONAL MATTERS

4. Consideration of the Following Organizational Matters:

A.	Consideration of August 12, 2024, Meeting Minutes	Exhibit 2
B.	Consideration of November 11, 2024, Meeting Minutes	Exhibit 3
C.	Consideration of January 13, 2025, Meeting Minutes	Exhibit 4
D.	Consideration of the Brightshore CDD – Hogan Farms Land Contribution Agreement	Exhibit 5
E.	Consideration of the Offsite Mitigation Maintenance Agreement.	Exhibit 6
F.	Consideration of Maintenance and Conservation Easement Access Agreement	Exhibit 7
G.	Consideration of the Deed of Conservation Easement	Exhibit 8

BUDGETARY MATTERS

4. Consideration of the Following Budgetary Matters:

A. Consideration of January 31, 2025, Financial Statements — Exhibit 9

CONSTRUCTION MATTERS

5. Consideration of the Following Construction Matters:

A. Consideration of the Evaluation Committee's Recommendation -- Immokalee Road Turn Lane Construction — Exhibit 10

B. Resolution 2025-1 – A Resolution of the Board of Supervisors of the Brightshore Community Development District regarding the award of the request for proposals for Immokalee Road Turn Lane Construction; providing a severability clause; and providing for an effective date. — Exhibit 11

C. Consideration of the Form of Brightshore CDD Fill, Reimbursement and Escrow Agreement and Authorization for chair and Staff Action — Exhibit 12

D. Consideration of the Collier County – Brightshore CDD Early Work Performance Agreement — Exhibit 13

E. Ongoing RFP Update. Motions on any evaluation criteria modifications or other updated items from prior presentation.

F. Board approval to hold Bid Opening Meeting on Friday, March 21, 2025, at 11 a.m. at the offices of Barron Collier Corporation, 2600 Golden Gate Parkway, Naples, FL 34105. — Exhibit 14

G. Board approval to hold Evaluation Committee Meeting on Friday, April 11, 2025, at 9 a.m. at the offices of Barron Collier Corporation, 2600 Golden Gate Parkway, Naples, FL 34105. — Exhibit 15

FINANCING MATTERS

6. Consideration of the Following Financing Matters:

A. Update on Financing Plan, timeline and assessments.

OTHER BUSINESS

7. Staff Reports

A. District Manager

a. Appraisal underway. Exhibit 16

B. District Legal Counsel

C. District Engineer

8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

EXHIBIT 1

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

01/10/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/10/2025

Legal Clerk

Nancy Heyrman
Notary, State of WI, County of Brown

5.15.27
My commission expires

Publication Cost:	$260.72		
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NANCY HEYRMAN
Notary Public
State of Wisconsin

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF EVALUATION COMMITTEE MEETING FOR IMMOKALEE ROAD TURN LANES PROJECT (COLLIER COUNTY, FLORIDA)

A special public meeting of the Evaluation Committee of the Brightshore Community Development District ("District") is scheduled to be held on Thursday, January 30, 2025, at 1:00 p.m., at 2600 Golden Gate Parkway, Naples FL 34105., to evaluate the proposals received in response to the request for proposals for the Immokalee Road Turn Lanes project. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes.

A copy of the agenda for this meeting may be obtained from District Manager, Russ Weyer, at 707 Orchid Drive, Suite 100, Naples, Florida 34102 (239) 269-1341 ("District Manager's Office"). The District Evaluation Committee Meeting is open to the public and will be conducted in accordance with provisions of Florida law. The District Evaluation Committee Meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more committee members or District staff will participate by 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 a future Board 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
1/10/25 10927112

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

01/10/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/10/2025

Legal Clerk

Nancy Heyrman
Notary, State of WI, County of Brown

5-15-27
My commission expires

Publication Cost:	$154.88		
Tax Amount:	$0.00		
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NANCY HEYRMAN
Notary Public
State of Wisconsin

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC MEETING FOR PROPOSAL OPENING FOR IMMOKALEE ROAD TURN LANES PROJECT (COLLIER COUNTY, FLORIDA)

Notice is hereby given that the Brightshore Community Development District (the "District") will hold a proposal opening meeting on Friday, January 17, 2025 at 1:00 p.m., at 2600 Golden Gate Parkway, Naples FL 34105. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Russ Weyer, at 707 Orchid Drive, Suite 100, Naples, Florida 34102, (239) 269-1341. This meeting may be continued to a date, time, and place to be specified on the record at the meeting

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.
1/10/25 10927079

Naples Daily News

Public Notices

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BOARD OF SUPERVISORS MEETING DATES
BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024-2025
The Board of Supervisors of the Brightshore Community Development District will hold their regular meetings for Fiscal Year 2025 at Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105, at 2:00 p.m. unless otherwise indicated, as follows:
October 14, 2024
November 11, 2024
December 9, 2024
January 13, 2025
February 10, 2025
March 10, 2025
April 14, 2025
May 12, 2025
June 9, 2025
July 14, 2025
August 11, 2025
September 8, 2025
The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.
The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Real Estate Econometrics, Inc. located at 707 Orchid Drive, Suite 100, Naples, Florida 34102 or by calling (239) 269-1341.
There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 269-1341 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.
A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.
District Manager
September 25, 2024 10600676

EXHIBIT 2

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

MINUTES OF PUBLIC HEARING AND GENERAL MEETING

Public Hearing and General Meeting
Monday, August 12, 2024, 2:06 p.m.
Barron Collier Companies
2600 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
David Hurst	Board Member

Also present were:

Russ Weyer	Real Estate Econometrics, Inc., District Manager
Alyssa Willson	Kutak Rock, P.A. – District Counsel (On Teams)
Edward Tryka	LJA Engineering Inc. – District Engineer

The public in attendance were:

Dan Hartley	Peninsula Engineering
Brian Goguen	Barron Collier Companies
Kate John	Kutak Rock, P.A. – District Counsel (On Teams)
Rhonda Mossing	MBS Capital Markets LLC (Via TEAMS)

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**

There were no General District Items to be considered at this time.

FOURTH ORDER OF BUSINESS **Organizational Matters**

A. Affidavit of Public Hearing and General Meeting Affidavit.

Mr. Weyer presented the publication affidavit for the public hearing and general meeting.

B. Consideration of Resolution 2024-10, A RESOLUTION OF THE BOARD OF SUPERVISORS ELECTING THE OFFICERS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE

Mr. Weyer presented the Brightshore CDD slate of officers for Fiscal Year 2024-2025. He reviewed the slate of officers and noted that it did not change from the previous fiscal year.

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 Resolution 2024-10.

C. Consideration of Resolution 2024-11: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Weyer said that the meeting schedule is monthly on the second Monday at 2 p.m. at the Barron Collier offices. Mr. Weyer noted that we can always advertise a special meeting if needed. No comments or changes were noted.

On MOTION by Mr. Casalanguida and seconded by Mr. Hurst, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved Resolution 2024-11.

D. Consideration of the Agnoli Barber & Brundage contract assignment to LJA Engineering Inc.

Mr. Weyer said this was done before, but it was with the interim engineer and now needed to be finalized with the permanent engineer.

No comments or changes were noted.

On MOTION by Mr. Casalanguida and seconded by Mr. Hurst, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the Agnoli Barber & Brundage contract assignment to LJA Engineering, Inc.

E. Consideration of the May 13, 2024, General Meeting Minutes.

No comments or changes were noted.

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 May 13, 2024, Meeting Minutes.

FOURTH ORDER OF BUSINESS Budgetary Matters

A. Open FY 2024-2025 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 opened the FY 2024-2025 Budget Adoption Hearing.

B. Consideration of Resolution 2024-12: 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, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Weyer noted there was no public comment. He then explained the budget adoption process. He brought forward the preliminary budget adopted at the May meeting. He further explained that the budget will show both O&M and bonds assessments.

Mr. Weyer noted that the budget will not need to be amended when bonds are issued since that is a separate budget.

Mr. Weyer also noted that there are no comments from the public.

No comments or changes were noted.

On MOTION by Mr. Casalanguida and seconded by Ms. Marinelli, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved Resolution 2024-12: Adopting Fiscal Year 2024-2025 Budget.

C. Close FY 2024-2025 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 2024-2025 Budget Adoption Hearing.

The budget letter to the county was then presented.

D. Consideration of the Landowner Funding Agreement for FY 2024-2025.

The Landowner Funding Agreement for FY 2024-2025 was presented to the Board of Supervisors. Ms. Willson said that this agreement is in the same form that the Board adopted for FY 2023-2024 at the May meeting.

Ms. Willson said that the agreement should be approved in substantial form with authorization for the Chair to sign.

There was no further discussion.

> On MOTION by Mr. Casalanguida and seconded by Ms. Qunell, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the FY 2024-2025 Landowner Funding Agreement in substantial form with authorization for the Chair to sign.

E. Consideration of the July 31, 2024, Financial Statements.

The July 31, 2024, cash flow statements were presented. Mr. Weyer went through the financials. The District has off roll assessments of $126,000 and have incurred costs of $105,000 which leaves $21,000 left in the account for the next month and a half. Mr. Weyer pointed out that some of the bond validation costs are included in these numbers. Ms. Willson asked that the off roll assessment title be changed to landowner contribution. He then said that the budget to actual and balance sheet items look good.

There was no further discussion.

> On MOTION by Mr. Casalanguida and seconded by Ms. Marinelli, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the July 31, 2024, financial statements.

FIFTH ORDER OF BUSINESS **Financing Matters**

A. Bond Financing Update

Ms. Willson said the District is in great shape for bond issuance since the bond validation process is complete and out of the appeal period and has levied your master assessment lien.

Ms. Mossing said that she will put together a calendar once the District gets closer to issue the bonds.

There was no further discussion. No action was required.

SIXTH ORDER OF BUSINESS **Other Business**

There was nothing to report at this time.

SEVENTH ORDER OF BUSINESS **Staff Reports**

Manager's Report –

Mr. Weyer explained that this year the District Manager is required to prepare and goals and objectives memorandum for FY 2024-2025. He briefly reviewed the goal section outlines and specific items to be measured. He explained the reasoning behind the memorandum.

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 Goals and Objectives Memorandum.

Attorney's Report –

Ms. Willson had nothing further to report.

Engineer's Report –

Mr. Tryka had nothing further to report.

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. Maurizi, 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 3

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

MINUTES OF GENERAL MEETING

General Meeting
Monday, November 11, 2024, 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
Cee Cee Marinelli	Board Member
David Hurst	Board Member
Amy Qunell	Board Member

Also present were:

Russ Weyer	Real Estate Econometrics, Inc., District Manager
Alyssa Willson	Kutak Rock, P.A. – District Counsel
Edward Tryka	LJA Engineering, Inc. – District Engineer (On Teams)

Public in attendance were:

Kristina Johnson	Barron Collier Companies

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 **Public Comment Period**

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 Publication.

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

FOURTH ORDER OF BUSINESS **Organizational Matters**

None to be considered at this time.

FIFTH ORDER OF BUSINESS **Budgetary Matters**

A. Consideration of the October 31, 2024, Financial Statements.

The October 31, 2024, financial statements were presented. Mr. Weyer noted that we only have one month of financials to present since the fiscal year starts October 1, 2024. Mr. Weyer noted that the off roll assessments were funded and that the assessments will carry us through March 2025. Ms. Maurizi noted that the Balance Sheet is dated July 2024 and should be changed to October 2024.

There was no further discussion.

On MOTION with date change on balance sheet by Mr. Casalanguida and seconded by Ms. Maurizi, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the October 31, 2024, financial statements.

FIFTH ORDER OF BUSINESS **Construction Matters**

A. Consideration of the Acquisition Agreement

Ms. Willson said that this acquisition agreement essentially governs that the District will acquire certain infrastructure from the landowner and allows the District to accept the assignment of certain contracts from the landowner. She noted that this is a fairly standard form and requests a motion to accept the acquisition agreement and that the master engineer's report is attached.

A short discussion was held regarding scheduling.

On MOTION by Mr. Casalanguida and seconded by Mr. Hurst, with all in favor, the Board of Supervisors of the Brightshore Community Development District accepted the Acquisition Agreement between the Brightshore CDD and the Master Landowner.

B. Consideration of the Brightshore CDD Construction Funding Agreement

Ms. Willson explained that this construction funding agreement provides that since the District currently has no bond funds for construction, the Master Landowner will provide such construction funds as needed and reserves the right of the Master Landowner to receive repayment from the issuance of the bonds so long as the scope of the tax exempt public improvements are confirmed by the District Engineer, District Legal Counsel and Bond Counsel.

There was no further discussion.

On MOTION to approve in substantial form with authorization to sign by the Chair by Mr. Casalanguida and seconded by Ms. Marinelli, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the Brightshore CDD Construction Funding Agreement.

C. Consideration of the Brightshore CDD Personnel Leasing Agreement

Ms. Willson pointed out that this personnel leasing agreement provides for Peninsula Improvement Corporation to act as the construction project manager on behalf of the District. She noted that this is a fairly standard form and requests a motion to accept the acquisition agreement and that the master engineer's report is attached. She also wanted to put on the record that Peninsula Improvement Corporation is a subsidiary of the Master Landowner. There are provisions in Chapter 190 and Chapter 112 of the Florida Statute that it is not a conflict of interest and she provided modified Form 8Bs for all Board members to sign and keep in the District records.

There was no further discussion.

On MOTION to approve in substantial form with authorization to sign by the Chair by Mr. Casalanguida and seconded by Ms. Maurizi, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the Brightshore CDD Personnel Leasing Agreement.

D. Consideration of the Brightshore CDD Architectural Agreement

Ms. Willson pointed out that the next two items are placeholders for some of the contracts that will be assigned to the District. Three (3) contracts with Peninsula – one (1) for the Phase 1 infrastructure project and two agreements related to the SRA entitlement.

We have two YPC agreements – one for geotechnical exploration and one for hydrologic exploration. And the architectural agreement with Joiner Architecture LLC for.

There was no further discussion.

On MOTION, to authorize the Chair to finalize those assignments and bring them back to the Board for ratification, by Mr. Casalanguida and seconded by Ms. Marinelli, with all in favor, the Board of Supervisors of the Brightshore Community Development District authorized the Chair to finalize those assignments and bring them back to the Board for ratification,

E. Consideration of the Brightshore CDD East Entrance RFP Package

Ms. Johnson said that this RFP package includes the following elements: Evaluation Committee Members, Evaluation Criteria, Project Scope and Scheduling. Ms. Willson suggested that the Board approve the package in substantial form subject to modifications by District staff with final approval coming from the District Chair.

A short discussion was held regarding contacting contractors and scheduling.

On MOTION with changes and in substantial form by Mr. Casalanguida and seconded by Ms. Qunell, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the Brightshore CDD East Entrance RFP Package.

SIXTH ORDER OF BUSINESS **Financing Matters**

F. Update on Bond Validation and Bond Issue Timeline

Mr. Casalanguida noted that the bonds could possibly be issued in the May/June time frame and they are continuing to work through various bond issuance scenarios.

SIXTH ORDER OF BUSINESS **Staff Reports**

Manager's Report –

Mr. Weyer had nothing further to report.

Attorney's Report –

Ms. Willson reminded the Board to fill out their Form 8B. Also make sure that everyone does their ethics reporting. Mr. Weyer sent out the links to everyone and will email to everyone again.

Engineer's Report –

Mr. Tryka reported had nothing further to report.

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. Maurizi, 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 4

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

MINUTES OF GENERAL MEETING

General Meeting
Monday, January 13, 2025, 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
Cee Cee Marinelli	Board Member
David Hurst	Board Member

Absent was:

Amy Qunell	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	LJA Engineering, Inc. – District Engineer

Public in attendance were:

Dan Hartley	Peninsula Engineering (Via Zoom)
Kristina Johnson	Barron Collier Companies

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 **Public Comment Period**

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 Publication.

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

FOURTH ORDER OF BUSINESS **Organizational Matters**

None to be considered at this time.

FIFTH ORDER OF BUSINESS **Budgetary Matters**

A. Consideration of the December 31, 2024, Financial Statements.

The December 31, 2024, financial statements were presented. Mr. Weyer said cash flow was pretty much in line with expectations. Budget to actual shows that the budget is $143,000 and we still have $119,000 left to go. Balance Sheet is a reflection of our checking account, which is currently at $57,000.

Mr. Casalanguida asked how would the financials work if the landowner pre-funds the construction prior to issuance of any bonds. Mr. Weyer and Ms. Willson noted that a separate construction bank account would be set up and be funded by the landowner. There would also be a landowner funding agreement put in place in order to fund that account and keep track of the landowner contributions for reimbursement by the future bonds.

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 December 31, 2024, financial statements.

FIFTH ORDER OF BUSINESS **Construction Matters**

A. Consideration of the Brightshore CDD Earthwork & Paving RFP Package

Ms. Willson said that this RFP package follows along the line of the east entrance RFP packages that were approved at the November meeting. She said that Ms. Johnson provided the documents and that the legal team is reviewing. She suggested that the Board approve the package in substantial form subject to modifications by District staff with final approval coming from the District Chair.

A short discussion was held regarding scheduling.

On MOTION with changes and in substantial form by Mr. Casalanguida and seconded by Mr. Hurst, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the Brightshore CDD Earthwork & Paving RFP Package.

B. Consideration of the Brightshore CDD Utility & Drainage RFP Package

Ms. Willson said that this RFP package includes the same element as the previously approved earthwork and paving RFQ package. Mr. Hurst asked if the grading scale is standard. Mr. Tryka said yes in general but there is leeway in how the scores are applied by evaluation committee members.

On MOTION with changes and in substantial form by Mr. Casalanguida and seconded by Mr. Hurst, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved the Brightshore CDD Utility and Drainage RFP Package.

C. Consideration of Board approval to hold Bid Opening Meeting on January 17, 2025, at 1 p.m.

Meeting to be held at the Barron Collier Companies offices.

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 holding the Bid Opening Meeting on January 17, 2025, at the Barron Collier Companies offices at 1 p.m.

D. Consideration of Board approval to hold Evaluation Committee Meeting on January 30, 2025, at 1 p.m.

Meeting to be held at the Barron Collier Companies offices.

There was no further discussion.

On MOTION by Mr. and seconded by Mr. Hurst, with all in favor, the Board of Supervisors of the Brightshore Community Development District approved holding the Evaluation Committee Meeting on January 30, 2025, at the Barron Collier Companies offices at 1 p.m.

SIXTH ORDER OF BUSINESS **Financing Matters**

E. Update on Bond Validation and Bond Issue Timeline

Mr. Casalanguida that Ms. Johnson will be circulating a checklist to the financing team and Board members. Mr. Weyer requested that Ms. Johnson send that checklist to him so that he can distribute to the Board and avoid any sunshine law violations.

Mr. Casalanguida thinks that construction could start in May/June and the bonds may be issued around that same timeframe.

SIXTH ORDER OF BUSINESS **Staff Reports**

Manager's Report –

Mr. Weyer showed that the ads for the upcoming bid opening and evaluation committee meetings did run.

He had nothing further to report.

Attorney's Report –

Ms. Willson had nothing further to report.

Engineer's Report –

Mr. Tryka reported had nothing further to report.

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. Marinelli, 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

LAND CONTRIBUTION AGREEMENT

[Hogan Farms, LLC → Brightshore CDD; Reserving Rights to Fill]

This Land Contribution Agreement is dated for reference purposes as of February _____, 2025 and is entered into by and between Hogan Farms, LLC, a Florida limited liability company ("**Brightshore Owner**") and the Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("**CDD**"). Hereafter, Brightshore Owner and CDD are each referred to herein as a "**Party**" and collectively as the "**Parties**", as the context permits.

WHEREAS, Brightshore Owner is the Owner of certain real property located in Collier County, Florida and designated as the Brightshore Village SRA by Board of Collier County Commissioners Resolution No. 2005-229 ("**Brightshore Village SRA**" or "**Brightshore**"); and

WHEREAS, certain tracts of land within Brightshore have been (or will be) designated as lake, park and/or roadways (the "CDD Lands"), and such lands will become separately platted tracts of land on the proposed initial plat of Brightshore, an unrecorded copy of which is attached hereto as Exhibit "A" (the "**Initial Plat**"); and

WHEREAS, the CDD desires to acquire such CDD Lands for purposes of, inter alia, excavating lakes within the proposed "ring lake" and other platted lake tracts, which are generally depicted as Tracts L-1 through L- ____ on the Initial Plat (the "Initial CDD Lake Tracts"); and

WHEREAS, in lieu of charging a purchase price in return for the conveyance by Brightshore Owner to the CDD of the CDD Lands, Brightshore Owner has agreed to convey the CDD Lands to the CDD without requiring an up-front payment from the CDD and, in return, the CDD has agreed to accept such conveyance subject to the reservation by Brightshore Owner of the rights to all fill excavated by or at the direction of the CDD from the Initial CDD Lake Tracts.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follow:

1. <u>Recitals</u>. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. <u>Reservation of Rights to Excavated Fill</u>. Brightshore Owner agrees that at such time that Brightshore Owner is requested to convey the Initial CDD Lakes Tracts to the CDD, Brightshore Owner shall convey such lands by special warranty deed, and for a sales price of Ten Dollars ($10.00); in return, the CDD agrees that Brightshore Owner retains all rights to excess fill excavated by the CDD from the Initial CDD Lake Tracts (and Brightshore Owner *may* elect to include such reservation in the deed conveying such tracts to the CDD). For purposes hereof, "excess fill" means all fill excavated by the CDD from the Initial CDD Lake Tracts less any fill used by the CDD to fill other lands owned (or anticipated to be owned) by the CDD or otherwise used for a component of public infrastructure. Notwithstanding the foregoing reservation, it is acknowledged that for purposes of operating efficiency, Brightshore Owner and the CDD will cooperate and communicate in good faith as the CDD causes the Initial CDD Lake Tracts to be excavated (which, excavation, for the avoidance of doubt, shall be at the sole cost and expense of the CDD), and with the Brightshore Owner's written consent and direction, the CDD may sell, transport and deliver portions of such excavated fill to one or more proposed neighborhoods within Brightshore and in such event, in conjunction with consenting to the sale and delivery of such fill to certain neighborhood developers within Brightshore, Brightshore Owner will waive any rights to such fill and any proceeds received by the CDD and related to the sale and delivery thereof by the CDD to the applicable neighborhood developer. Nothing herein shall prevent Brightshore Owner from requesting and CDD from providing for

a land contribution in lieu of assessment which may be calculated and applied pursuant to separate agreement for any conveyance of real property contemplated herein.

3. Notices. All notices, demands, requests, and other communications required hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by facsimile or electronic mail or other electronic transmission, upon transmission (but only so long as a copy of the notice is also sent by another method provided for in this Section); or (c) if sent by overnight courier, with request for next business day delivery, on the next business day after sending:

If to Brightshore Owner:

Hogan Farms, LLC
c/o Barron Collier Companies
Attn: Brian Goguen
2600 Golden Gate Parkway
Naples, Florida 34105
Phone: 239-262-2600
Fax: 239-262-1840
Email: bgoguen@barroncollier.com

If to the CDD:

Brightshore Community Development District
c/o District Manager
Attn: Russ Weyer
707 Orchid Drive, Suite 100
Naples, Florida 34102
Phone: 239-269-1341
Email: rweyer@ree-i.com

With copy to:

Brightshore Community Development District
c/o Barron Collier Companies
Attn: Nick Casalanguida
2600 Golden Gate Parkway
Naples, Florida 34105
Phone: 239-262-2600
Fax: 239-262-1840
Email: ncasalanguida@barroncollier.com

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
Email: alyssa.willson@kutakrock.com

Any Party hereto may change the address(es) at which such Party is to receive notice hereunder, by delivering not less than ten (10) days prior written notice of such address change(s) to all other Parties hereto.

4. Estoppel. Within thirty (30) days after the written request of either Party, but not more than once per calendar year, the other, non-requesting Party shall deliver an estoppel letter ("**Estoppel**") to the requesting Party stating: (i) whether any amounts hereunder are owed (or claimed to be owed) by the requesting Party through the effective date of the Estoppel and, if so, stating the amounts owed (or claimed to be owed) and the purposes therefor; and (ii) whether the requesting Party is in compliance with the terms and conditions of this Agreement and, if not, identifying the alleged defaults or breaches of the requesting Party. The Estoppel shall be delivered by the non-requesting Party to the requesting Party pursuant to the

notice procedures set forth herein. In the event the non-requesting Party fails or refuses to timely provide the Estoppel as set forth herein, the non-requesting Party shall be deemed to have waived its rights to any amounts owed and with respect to any claims under this Agreement which accrued prior to the date on which the Estoppel was requested. Notwithstanding the foregoing, in no event shall a non-requesting Party be deemed to have waived its rights to certain amounts owed if the non-requesting Party has not received a final invoice for such amounts, or alternatively, if such amounts owed have not otherwise been set or finalized, on or before the effective date of the Estoppel or the request for Estoppel, as applicable.

5. Amendments. This Agreement shall only be amended by written instrument, which Amendments shall be signed by all Parties.

6. Assignment. This Agreement shall not be assignable by any Party hereto without the express written consent of all other Parties.

7. Severability and Waiver. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting, in any respect whatsoever, the validity of the remainder of this Agreement. No waiver of any provisions of this Agreement shall be binding, unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed or inferred from the Parties' conduct or for any other reason, nor shall any waiver of a provision constitute a waiver of any other provisions, whether or not similar. No waiver of any provision of this Agreement shall constitute a continuing waiver.

8. Further Assurances. Without additional consideration, the Parties will sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate, and reasonably requested by the other, to carry out the intent and purpose of this Agreement.

9. Attorneys' Fees. If either Party initiates or is made a party to legal proceedings (whether judicial, administrative, declaratory, in arbitration or otherwise) in connection with this Agreement by reason of the other Party, then the non-prevailing Party in those proceedings will pay the costs and attorneys' fees, including the costs and attorneys' fees of appellate proceedings, incurred by the prevailing Party. This obligation to pay attorneys' fees and costs will apply also to settlements of disputes and to collection efforts.

10. Waiver of Jury Trial. The Parties each expressly waive any right to trial by jury of any claim, demand or cause of action arising under this Agreement.

11. Governing Law; Venue. This Agreement shall be construed under the laws of the State of Florida. The exclusive jurisdiction and venue for any disputes under this Agreement shall be in the Circuit Court of Collier County, Florida.

12. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures hereon transmitted by facsimile or electronic means shall be deemed original for all purposes.

13. Public Records. Brightshore Owner understands and agrees that all documents of any kind provided to the CDD or CDD Staff in connection with this Agreement are public records and are treated as such in accordance with Florida law.

HOGAN FARMS, LLC By: Barron Collier Corporation Its: Manager	**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190,

By:__________________________ Print Name:___________________ Title:_________________________	located in Collier County, FL By:____________________________________ Print Name:_____________________________ Title:___________________________________ ATTESTATION OF DISTRICT MANAGER: By:_____________________________________ ____________________, District Manager

EXHIBIT 6

OFFSITE ENVIRONMENTAL MAINTENANCE AGREEMENT

[Brightshore // SSA#6]

This Off-Site Environmental Maintenance Agreement is dated for reference purposes as of _________________, 2024 and is entered into by and between Barron Collier Partnership, LLLP, a Florida limited liability limited partnership and successor by merger with Barron Collier Investments, Ltd. ("**SSA 6 Owner**"), Hogan Farms, LLC, a Florida limited liability company ("**Brightshore Owner**") the Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("**CDD**"), and Collier Stewardship Services, Inc., a Florida not-for-profit corporation ("**CSS**"). Hereafter, SSA 6 Owner, Brightshore Owner, CDD and CSS are each referred to herein as a "**Party**" and collectively as the "**Parties**", as the context permits.

WHEREAS, SSA 6 Owner is the owner of the real property described in Exhibit "A", attached hereto, which comprises approximately 9,911 acres ("**SSA 6**"); and

WHEREAS, Brightshore Owner is the Owner of the real property described in Exhibit "B" attached hereto ("**Brightshore Village SRA**"); and

WHEREAS, by Resolution No. 2005 – 229 (such resolution and all exhibits and agreements attached thereto being collectively referred to herein as the "**2005 Resolution**") and in accordance with Section 4.08.06 of the Collier County Land Development Code ("**LDC**"), the County designated SSA 6 as a stewardship sending area (with an official name of *BCI/BCP SSA 6*), and a memorandum evidencing the establishment of SSA 6 has been recorded at O.R. Book 4003, page 2077 of the Public Records; and

WHEREAS, by Resolution No. 2022-209 (such resolution and all exhibits and agreements attached thereto being collectively referred to herein as the "**2022 Resolution**") and in accordance with Section 4.08.07 of the LDC, the County designated the Brightshore Village SRA as a stewardship receiving area; and

WHEREAS, by Absolute Assignment and Assumption of Stewardship Sending Credits dated effective as of December 10, 2022 (the "**Assignment of Stewardship Credits**"), SSA 6 Owner assigned to Brightshore Owner 5,198.4 Stewardship Credits (the "**Stewardship Credits**") for the benefit of and to enable the eventual development of the Brightshore Village SRA in accordance with the 2022 Resolution (as the same may be amended); and

WHEREAS, in conjunction with obtaining the approval of the Brightshore Village SRA, Brightshore Owner and the County entered into a Stewardship Receiving Area Credit Agreement dated December 13, 2022 (the "**Brightshore Village SRA Credit Agreement**"), pursuant to which the County formally approved the transfer of the Stewardship Credits from SSA6 to the Brightshore Village SRA; and

WHEREAS, it is not possible to identify the specific areas within SSA6 that generated the Stewardship Credits – rather, in order to maintain compliance with the terms of the 2005 Resolution (and exhibits attached thereto) and the 2022 Resolution (and exhibits attached thereto), a total of 1,463 acres within SSA6 (the "**Brightshore-SSA6 Allocated Area**") must be perpetually maintained (the "**County-Required Maintenance**"), as such acreage represents a pro-rata portion of SSA6 that directly benefits the Brightshore Village SRA (based generally upon the number of Stewardship Credits in relation to the total amount of stewardship credits generated by SSA6); and

WHEREAS, in addition to the County-Required Maintenance, approximately sixty-one (61) acres of land within SSA6, as generally depicted on Exhibit "___", attached hereto (the "**Wetland Mitigation Area**") must be designated and maintained as a wetland mitigation area, and such area is (or will be) encumbered by a perpetual Deed of Conservation Easement (permitting passive recreation) granted by the CDD (which easement must be joined by SSA6 Owner) in favor of the SFWMD (the "**Deed of Conservation Easement**"); and

WHEREAS, to provide the CDD and Brightshore Owner with access through SSA 6 to the Wetland Mitigation Area, the CDD and Brightshore Owner have requested (and SFWMD has required) that SSA 6 Owner, CDD and Brightshore Owner also enter into the Access, Maintenance and Conservation Easement Agreement; and

WHEREAS, the granting of the Deed of Conservation Easement and agreement of the CDD to cause the Wetland Mitigation Areas to be perpetually maintained is an express condition of the issuance of SFWMD ERP Permit 11-109367-P (the "**SFWMD Permit**"), which permit will enable the CDD to construct and operate a surface water management system within the Brightshore Village SRA; and

WHEREAS, in addition to the County-Required Maintenance and the Wetland Area Maintenance, an additional condition of the development of the Brightshore Village SRA (pursuant to an incidental take permit issued by the U.S. Army Corps of Engineers ("**ACOE**") (and with the advice of the U.S. Fish and Wildlife Service) under permit #________ (the "**ACOE Permit**") is that the Wetland Mitigation Area PLUS and additional 528 acres within SSA6 shall also be designated as panther mitigation area, as generally depicted on Exhibit "_____", attached hereto (the "**Panther Mitigation Area**") must be designated and maintained as a panther mitigation area, and such area is (or will be) encumbered by a perpetual easement executed by the CDD as 'grantor' (and which easement must be joined by SSA6 Owner as the fee simple title holder of SSA6) in favor of the ACOE (the "**Panther Mitigation Easement**"); and

WHEREAS, the granting of the Panther Mitigation Easement and agreement of the permittee to cause the Panther Mitigation Areas to be perpetually maintained is an express condition of the issuance of the ACOE Permit, and the ACOE Permit is required as a condition of the development of the Brightshore Village SRA; and

WHEREAS, under the express terms of the Assignment of Stewardship Credits, Brightshore Owner agreed to (a) cause one or more entities to agree to perform (or cause to be performed) the County-Required Maintenance, and (b) in conjunction therewith establish a funding mechanism to cover the costs of such perpetual County-Required Maintenance; and

WHEREAS, it is recognized that the SSA 6 Owner (a) has no prior obligation to execute the Easements, and (b) as a condition of agreeing to execute the Easements, requires that one (1) entity be established and assigned the responsibility to conduct all Brightshore Off-Site Environmental Maintenance within SSA 6; and

WHEREAS, CSS has been formed for the purpose of, *inter alia*, receiving funding from various sources and using such funds to contract for (with third party vendors) and manage the performance of the perpetual environmental mitigation, maintenance and monitoring activities in various environmentally sensitive areas, including, without limitation, within SSA 6; and

WHEREAS, in light of the fact that the Brightshore-SSA 6 Allocated Area is not a specifically defined area (other than the fact that it is within SSA 6), and in recognition of the fact that the Wetland Mitigation Area and Panther Mitigation Area are interwoven throughout SSA 6, it is acknowledged that economies of scale and operational efficiencies are will be optimized by assigning to CSS the responsibilities of performing (or causing to be performed) the Brightshore Off-Site Environmental Maintenance, and CSS is willing to assume such responsibilities provided that a perpetual funding mechanism is established to provide revenue to CSS to pay for the Environmental Maintenance Costs; and

WHEREAS, to induce SSA 6 Owner to execute the Easements and to induce Brightshore Owner to dedicate and ultimately convey lands within the Brightshore Village SRA to the CDD, the CDD **[and Brightshore Owner?]** has agreed to assign to CSS all of the Brightshore Off-Site Environmental Maintenance responsibilities, and CSS has agreed to assume such responsibilities provided that the Environmental Transfer Fee Covenant is executed and recorded (to provide a funding source to CSS), all subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follow:

1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. Additional Defined Terms. When used herein, the following terms shall have the following meanings:

a. "**Access, Maintenance and Conservation Easement Agreement**" shall mean and refer to the access, maintenance and conservation easement agreement required to be executed by Brightshore Owner, CDD and SSA 6 Owner and recorded in the Public Records, as a condition of the issuance of the SFWMD Permit.

b. "**Administrative Costs**" shall mean and refer to the costs incurred directly by CSS in performing its managerial, bookkeeping and administrative functions hereunder (and under the Transfer Fee Covenant) including, without limitation, copy, shipping and courier charges, submitting (but not preparing) required monitoring reports to applicable governmental agencies, the salary and benefits of any employees or independent contractors hired by CSS to perform services hereunder (and reasonably related to the collection, holding, disbursement and administration of Brightshore Funds and/or providing managerial oversight of any vendors, contractors or other third party retained by CSS to actually perform the Maintenance Work.

c. **Administrative Fee**" is defined in Section 7, below.

d. **"Brightshore Funds**" shall mean and refer to all funds received by CSS under the Environmental Transfer Fee Covenant.

e. "**Brightshore Ledgers**" shall mean and refer to books and ledgers that CSS shall maintain reflecting all of CSS's receipts and disbursements of Brightshore Funds.

f. "**Brightshore Off-Site Environmental Maintenance**" or "**Maintenance Work**" shall mean and refer to the perpetual maintenance and monitoring (including preparing or causing to be prepared any related monitoring reports) of the Wetland Mitigation Area, Panther Mitigation Area, as well as the performance of the County-Required Maintenance (all in accordance with the applicable Permits and local and/or state laws and regulations).

g. "**County**" shall mean and refer to the Board of County Commissioners of Collier County, Florida, acting as the governing body of Collier County, Florida.

h. "**Easements**" shall collectively mean and refer to the Deed of Conservation Easement, the Access, Maintenance and Conservation Easement Agreement, and the Panther Mitigation Easement, as the same may be amended from time to time.

i. "**Environmental Transfer Fee Covenant**" or "**Covenant**" shall mean and refer to a covenant that shall be executed and recorded in the Public Records, in the form substantially consistent with the form attached hereto as Exhibit "____".

j. "**Maintenance Costs**" shall mean and refer to (a) all costs and expenses (other than Administrative Costs specifically described hereinabove) incurred by the applicable Party (or such party's vendor, contractor or delegate) in causing the Brightshore Off-Site Environmental Maintenance work to be performed, plus (b) the Administrative Fee.

k. "**Panther Area Maintenance**", shall mean and refer to the perpetual maintenance and monitoring of the Panther Mitigation Area in accordance with the ACOE Permit and applicable Easements.

l. "**Permits and Approvals**" shall collectively mean and refer to the SFWMD Permit, the ACOE Permit, the 2005 Resolution (and exhibits thereto) and the 2022 Resolution (and exhibits thereto), all as the same may be amended from time to time.

m. "**Public Records**" shall mean and refer to the public land records of Collier County, Florida.

n. "**SFWMD**" shall mean and refer to the South Florida Water Management District.

o. "**Wetland Area Maintenance**" shall mean and refer to the perpetual maintenance and monitoring of the Wetland Mitigation Area in accordance with the SFWMD Permit and applicable Easements.

Any other capitalized terms not defined herein shall have the meaning set forth in the Covenant.

3. Agreement of SSA 6 Owner to Join in Easements Encumbering SSA 6. SSA6 Owner agrees to join in the execution of the Easements and will promptly do so upon receipt of written request from the CDD or Brightshore Owner that such Easements are in final form and ready for execution and recording in the Public Records.

4. Assignment and Assumption of Maintenance Responsibilities to CSS. Brightshore Owner (to the extent that Brightshore Owner is still a co-permitee on any applicable permits) and the CDD hereby assign to CSS, and CSS hereby assumes and agrees to hereafter cause to be performed, at all times while this Agreement is in effect, all Brightshore Off-Site Environmental Maintenance, in accordance with the requirements of the Permits and Approvals and in accordance with the Easements. CSS's obligation to hereafter perform (or cause to be performed) all Brightshore Off-Site Environmental Maintenance is subject only to receipt by CSS of all transfer fees that become due and payable to CSS from time to time pursuant to the Environmental Transfer Fee Covenant and compliance by the CDD of its obligations under Section 5, below. For the avoidance of doubt, CSS shall have the sole discretion over the manner in which it will cause the Brightshore Off-Site Environmental Maintenance to be performed by hiring one or more third-party vendors to perform such work (at an arm's length rate) and all fees and expenses charged to CSS by such vendors shall be included in Maintenance Costs.

5. Environmental Transfer Fee Covenant; Duty of CDD to Back-Stop. In order to establish a perpetual primary funding source to provide CSS with funds to pay for the Maintenance Costs,

Brightshore Owner and CSS shall execute the Environmental Transfer Fee Covenant and record the same in the Public Records promptly after the execution of this Agreement. If any mortgage encumbers any portion of the Brightshore Village SRA then Brightshore Owner shall obtain an express (and recorded) subordination and consent from the applicable mortgage holder. Although it is expected that the revenue received by CSS pursuant to the Environmental Transfer Fee Covenant will provide CSS with sufficient funds to pay for the Maintenance Costs, it is recognized that (a) such revenue is not predictable with absolute certainty, and (b) portions of such revenue may be delivered to other parties and/or set aside and delivered to one or more accounts to establish the Endowment Accounts (all as described more particularly in such covenant). Therefore, if at any time, CSS reasonably determines that the actual Maintenance Costs incurred (and/or reasonably anticipated to be incurred) by CSS plus the Administrative Fee due or to become due to CSS over any rolling 12-month period will exceed the funds then held by CSS in the Brightshore General Account (or expected to be received by CSS over such rolling 12-month period) (in each instance, a "**Revenue Deficiency**") then CSS shall deliver written notice of such anticipated Revenue Deficiency (together with reasonable supporting documentation) to the CDD (in each instance, a "Deficiency Notice"), and the CDD shall, by no later than sixty (60) days after receipt of a Deficiency Notice, deliver cash funds to CSS in the amount of the anticipated Revenue Deficiency set forth in such Deficiency Notice.

6. Holding of Funds; Record Keeping; Annual Reports. All Brightshore Funds held by CSS shall be deposited in an FDIC-insured account with an institution bank and may be comingled with other funds held by CSS; any interest earned on such Brightshore Funds that are within the custody of CSS and not held in a specific Endowment Account shall be the sole property of CSS. CSS shall maintain accurate Brightshore Ledgers reflecting all of CSS's receipts and disbursements of Brightshore Funds, and the Brightshore Ledgers shall be subject to review by the CDD upon not less than twenty (20) days prior written request by the CDD (which request may not be made more frequently than one (1) time in any calendar quarter. CSS shall provide the CDD with an annual report (by no later than 120 days after the end of each calendar year), in commercially reasonable detail, reflecting all receipts and expenditures of Brightshore Funds and such annual report shall also include copies of any monitoring reports submitted to any governmental agencies pursuant to any applicable Permits.

7. Administrative Fee. As also set forth in the Covenant, an amount equal to the GREATER of $3,000.00 per month (based on 3 Endowment Funds), as an administrative fee (the "**Administrative Fee**"), to cover the general Administrative Costs incurred by CSS in conjunction with performing its responsibilities hereunder. The Administrative Fee shall be increase by two percent (2%) annually.

8. Step In Rights/Obligations of CDD. It is recognized that the CDD bears ultimate liability of the Brightshore Off-Site Environmental Maintenance work is not performed in compliance with all applicable Permits and Approvals and Easements. Consequently, if for any reason (even due to reasons not within the reasonable control of CSS), CSS fails to comply with its maintenance obligations hereunder, then the CDD shall have the absolute right (by delivering not less than ten (10) days prior written notice too CSS) to access SSA 6 (via the Easements) and perform or cause to be performed any corrective measures required (or deemed advisable by the CDD) (in each instance, "**Corrective Action**"). If the CDD takes Corrective Action, and if CSS has sufficient Brightshore Funds in its possession to pay for the cost of such Corrective Action, then CSS shall reimburse the CDD for such Corrective Action by no later than ten (10) days after receipt by CSS of written demand from the CDD. The performance of the Corrective Action shall not excuse CSS from performing CSS's obligations hereunder, and shall not entitle the CDD or any other party to terminate this Agreement.

9. Duty to Cooperate. The Parties hereto shall cooperate in good faith and will execute any amendment or other document reasonably requested or required by any permitting agency with jurisdiction over Brightshore.

10. Term; Automatic Renewals. The initial term of this Agreement shall be for seventy-five (75) years. Thereafter, this Agreement shall automatically renew for consecutive ten (10) year renewal periods unless CSS notifies the CDD (a "Termination Notice") that CSS has elected to terminate this Agreement, which Termination Notice must be delivered by CSS to CDD no earlier than three (3) years prior to the end of the term then in effect and no later than one (1) year prior to the end of the term then in effect. Notwithstanding the foregoing, if the Covenant is ever terminated, then CSS shall have no further obligations under this Agreement (other than to deliver custody of the Endowment Funds to the CDD).

11. Default and Remedies. If any party here fails to comply with its obligations hereunder, and such failure continues after the expiration of a (a) fifteen (15) day written notice and cured period as to monetary defaults and (b) forty-five (45) day written notice and cure period as to non-monetary defaults, then the non-defaulting party may due for injunctive relief and/or see actual monetary damages from the defaulting party; however, under no circumstances shall any Party be permitted to terminate this Agreement during its Term (including any renewals thereof).

12. Notices. All notices, demands, requests, and other communications required hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by facsimile or electronic mail or other electronic transmission, upon transmission (but only so long as a copy of the notice is also sent by another method provided for in this Section); or (c) if sent by overnight courier, with request for next business day delivery, on the next business day after sending:

If to SSA 6 Owner:	Barron Collier Partnership, LLLP c/o Barron Collier Companies Attn: Brian Goguen 2600 Golden Gate Parkway Naples, Florida 34105 Phone: 239-262-2600 Fax: 239-262-1840 Email: bgoguen@barroncollier.com
If to Brightshore Owner:	Hogan Farms, LLC c/o Barron Collier Companies Attn: Brian Goguen 2600 Golden Gate Parkway Naples, Florida 34105 Phone: 239-262-2600 Fax: 239-262-1840 Email: bgoguen@barroncollier.com
If to the CDD:	______________________________ ______________________________ ______________________________ ______________________________ ______________________________

Phone: ________________________
Fax: __________________________
Email:_________________________

If CSS: ______________________________
____
____
____
____
Phone: ________________________
Fax: __________________________

Any Party hereto may change the address(es) at which such Party is to receive notice hereunder, by delivering not less than ten (10) days prior written notice of such address change(s) to all other Parties hereto.

13. Estoppel. Within thirty (30) days after the written request of either Party, but not more than once per calendar year, the other, non-requesting Party shall deliver an estoppel letter ("**Estoppel**") to the requesting Party stating: (i) whether any amounts hereunder are owed (or claimed to be owed) by the requesting Party through the effective date of the Estoppel and, if so, stating the amounts owed (or claimed to be owed) and the purposes therefor; and (ii) whether the requesting Party is in compliance with the terms and conditions of this Agreement and, if not, identifying the alleged defaults or breaches of the requesting Party. The Estoppel shall be delivered by the non-requesting Party to the requesting Party pursuant to the notice procedures set forth herein. In the event the non-requesting Party fails or refuses to timely provide the Estoppel as set forth herein, the non-requesting Party shall be deemed to have waived its rights to any amounts owed and with respect to any claims under this Agreement which accrued prior to the date on which the Estoppel was requested. Notwithstanding the foregoing, in no event shall a non-requesting Party be deemed to have waived its rights to certain amounts owed if the non-requesting Party has not received a final invoice for such amounts, or alternatively, if such amounts owed have not otherwise been set or finalized, on or before the effective date of the Estoppel or the request for Estoppel, as applicable.

14. Amendments. This Agreement shall only be amended by written instrument, which Amendments shall initially require the signatures of all Parties, subject to the following:

a. Upon the LATER of (i) the recording of the Covenant, and (ii) the date that Brightshore Owner no longer owns any real property within the Brightshore Village SRA, any amendments to this Agreement made after such date shall not require the consent of Brightshore Owner; and

b. Upon the LATER of (i) the recording of the Easements, and (ii) the date that SSA 6 Owner no longer owns any real property within SSA 6, any amendments to this Agreement made after such ate shall not require the consent of SSA 6 Owner.

15. Assignment. This Agreement shall not be assignable by any Party hereto without the express written consent of all other Parties that, as of the date of such assignment, would be required to consent to an amendment to this Agreement under Section 13, above.

16. Severability and Waiver. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting, in any respect whatsoever, the validity of the remainder of this Agreement. No waiver of any provisions of this Agreement shall be binding, unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed or inferred from the Parties' conduct or for any other reason, nor shall any waiver of a provision constitute a waiver of any other provisions, whether or not similar. No waiver of any provision of this Agreement shall constitute a continuing waiver.

17. Further Assurances. Without additional consideration, the Parties will sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate, and reasonably requested by the other, to carry out the intent and purpose of this Agreement.

18. Attorneys' Fees. If either Party initiates or is made a Party to legal proceedings (whether judicial, administrative, declaratory, in arbitration or otherwise) in connection with this Agreement by reason of the other Party, then the non-prevailing Party in those proceedings will pay the costs and attorneys' fees, including the costs and attorneys' fees of appellate proceedings, incurred by the prevailing Party. This obligation to pay attorneys' fees and costs will apply also to settlements of disputes and to collection efforts.

19. Waiver of Jury Trial. The Parties each expressly waive any right to trial by jury of any claim, demand or cause of action arising under this Agreement.

20. Governing Law; Venue. This Agreement shall be construed under the laws of the State of Florida. The exclusive jurisdiction and venue for any disputes under this Agreement shall be in the Circuit Court of Collier County, Florida.

21. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures hereon transmitted by facsimile or electronic means shall be deemed original for all purposes.

{add signature pages}

EXHIBIT 7

Prepared by:

Return original or certified recorded document to:
(Insert name and address
of WMD or DEP)

Access, Maintenance and Conservation Easement Agreement

[Granting the Brightshore CDD and Hogan Farms, LLC access through the lands within SSA#6 and also granting to the Brightshore CDD and Hogan Farms, LLC maintenance rights over the Brightshore Off-site Mitigation Area located within SSA #6]

THIS ACCESS, MAINTENANCE AND CONSERVATION EASEMENT AGREEMENT ("Agreement") is dated as of the ______ day of ___________________________ , 2024, and is entered into by and between **Barron Collier Partnership, LLLP**, a Florida limited liability limited partnership ("Grantor") whose mailing address is 2600 Golden Gate Parkway, Naples, Florida 34105, the **Brightshore Community Development District**, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("CDD") and **Hogan Farms, LLC**, a Florida limited liability company ("Hogan") (CDD and Hogan being collectively referred to as the "Grantee").

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Collier County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the CDD will construct, own and operate certain drainage facilities and other infrastructure within that certain real property also located in Collier County, to be known as *Brightshore* ("Brightshore"), and the CDD is also responsible for accepting responsibility for performing all required on-site or off-site environmental mitigation, maintenance and monitoring with respect to all conservation areas required to be established pursuant to the applicable permits for Brightshore; and

WHEREAS, as of the recording of this Agreement, Hogan is the owner of the lands upon which Brightshore is being developed (and as a result, is the co-permittee (with the CDD) under the Permit and is therefore being required by the SFWMD to be a co-grantee hereunder); and

WHEREAS, although the Property is not part of Brightshore (nor is it contiguous with Brightshore), a portion of the Property has been encumbered by a Conservation Easement (the "Conservation Easement") granted in favor of the South Florida Water Management District ("SFWMD"), for the purpose of having the Property serve as off-site mitigation areas required by the SFWMD as a condition of the issuance by the SFWMD of Permit No.___________________________________(as amended, the "Permit"); and

WHEREAS, the Conservation Easement is recorded at O.R. Book ______, page______ of the public records of Collier County, Florida, and is incorporated herein by reference; and

WHEREAS, the CDD has been established to construct, own, operate and maintain and repair, in perpetuity, certain infrastructure and drainage improvements located within Brightshore; and

WHEREAS, the CDD has also been established to assume the responsibility for the perpetual maintenance, and preservation work required to be performed from time to time at the Property pursuant to and in accordance with the Conservation Easement and Permit; and

WHEREAS, the parties desire to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for $10.00 and other good and valuable consideration exchanged between the parties hereto, and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Agreement. Capitalized terms not defined herein shall have the meaning set forth in the Conservation Easement.

2. **Grant of Access and Maintenance Easement.** Grantor hereby grants to each Grantee and their respective successors and assigns as well as all Authorized Agents (as hereafter defined) a perpetual non-exclusive easement (the "Access and Maintenance Easement") over and across the Property, for the purpose of: (a) pedestrian and vehicular ingress and egress over and through the Property as reasonably necessary to enable Grantee (and its contractors and agents) to obtain access to the specific lands within the Property that are incumbered by the Conservation Easement, and (b) for the purpose of enabling the Grantee to perform all mitigation maintenance, monitoring and/or restoration and all other obligations related thereto, as set forth in and pursuant to the requirements of the Conservation Easement and Permit (the "Conservation Activities"). Grantor shall have the right to designate from time to time the specific route that Grantee shall use when traversing the Property to get to (and from) the lands within the Property that are incumbered by the Conservation Easement. For purposes hereof, "Authorized Agents" shall mean and refer to (a) CDD, (b) Hogan, (c) any property owners association established to govern any portion of Brightshore (in each instance, an "Association"), and (d) any employee, agent, licensee, vendor, contractor or subcontractor of CDD, Hogan or any Association.

3. **Insurance.** Any contractors utilized by the GRANTEE in connection with activities undertaken in connection with this Easement shall be obligated under their respective contracts to: (1) obtain and provide to GRANTOR evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of ONE MILLION DOLLARS ($1,000,000.00) per occurrence, bodily and property damage combined; (2) list GRANTOR as additional insured under such contractor's liability insurance; (3) provide certificates of the required insurance prior to conducting any activities within the Easement Area and maintain the required insurance at all times while conducting activities within the Easement Area and (4) repair any damage to the Easement Area caused by the contractors, or any of their subcontractors, removal of vegetation excepted (unless the same was previously covered with grass, in which event grass shall be planted in the damaged or disturbed areas).

4. **No Dedication.** No right of access by the general public to any portion of the Property is conveyed by this Agreement.

5. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

6. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

7. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

8. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Collier County, Florida.

9. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

IN WITNESS WHEREOF, the Parties have hereunto set its authorized hand this ___day of

_________________________ , 2024.

Signed in the presence of these witnesses:	**BARRON COLLIER PARTNERSHIP, LLLP**, a Florida limited liability limited partnership
Witness: ___________________ Print Name: ________________ Address:____________________ ____________________________ ____________________________	By: Barron Collier Management, LLC, a Florida limited liability company Its: General Partner By:________________________________ Jeff Sonalia, Chief Financial Officer
Witness: ___________________ Print Name: ________________ Address:____________________ ____________________________ ____________________________	By:__________________________________ Brian Goguen, Chief Investment Officer

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ___ by online notary on this ______ day of November, 2024, by Jeff Sonalia and Brian Goguen, as Chief Financial Officer and Chief Investment Officer (respectively) of Barron Collier Management, LLC, a Florida limited liability company, General Partner of Barron Collier Partnership, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. They are [_] personally known to me or [_] have produced _________________________ as identification.

____
Notary Public
Print Name: _________________________
My Commission Expires:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 189,
located in Collier County, FL

By: ________________________________
__________________, as ____________

____
Witness #1

____
Printed Name of Witness #1
Address:____________________
____
____

____
Witness #2

____
Printed Name of Witness #2
Address:_____________________
____
____

ATTESTATION OF DISTRICT MANAGER:

By:___________________________________
Todd Wodraska, District Manager

STATE OF FLORIDA

COUNTY OF _________________

The foregoing was acknowledged before me this _____ day of ________________, 2024, by ______________________________, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 189, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

____
Notary Public
Printed Name:_______________________
My Commission Expires:______________

Signed in the presence of these witnesses:
(as to each)

HOGAN FARMS, LLC, a Florida limited liability company

By: Barron Collier Corporation,
a Florida corporation
Its: Manager

Witness: ___________________
Print Name: ________________
Address:____________________

By:________________________________
Jeff Sonalia, Vice President

By:__________________________________
Brian Goguen, Vice President

Witness: ___________________
Print Name: ________________
Address:____________________

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ___ by online notary on this ______ day of _____________________, 2024, by Jeff Sonalia and Brian Goguen, each as a Vice President of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of said company. They are [_] personally known to me or [_] have produced _________________________ as identification.

____
Notary Public
Print Name: __________________________
My Commission Expires:

Exhibit "A"

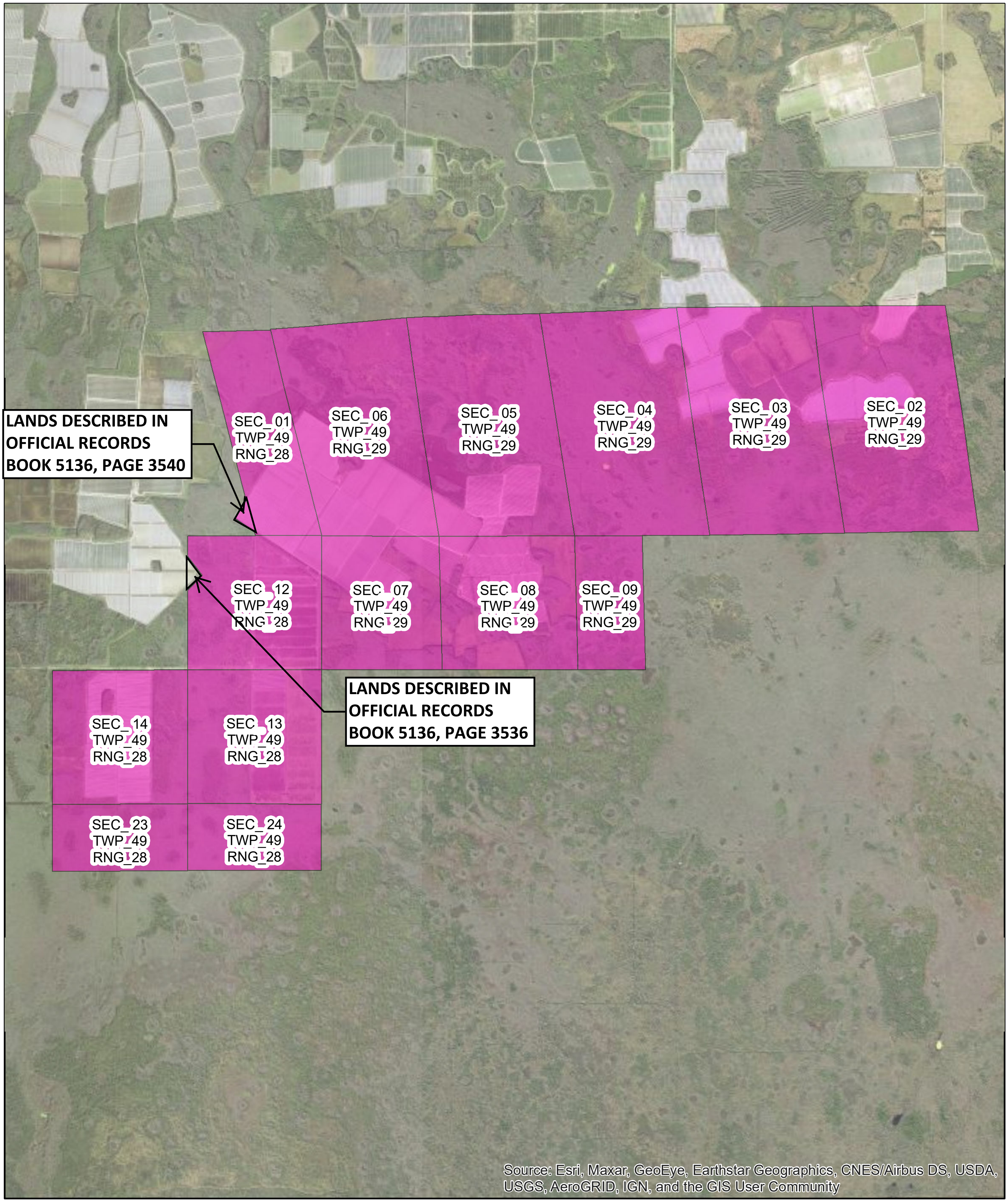
Legal Description and Sketch of Property

ALL OF SECTIONS 2 THROUGH 8, TOWNSHIP 49 SOUTH, RANGE 29 EAST, COLLIER COUNTY FLORIDA
AND
THE WEST HALF (1/2) OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
AND
ALL OF SECTIONS 12 THROUGH 14, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA
AND
THE EAST HALF (1/2) OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 28 EAST,
AND

THE NORTH HALF (1/2) OF SECTION 23, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA
AND
THE NORTH HALF (1/2) OF SECTION 24, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA

AND THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5136, PAGE 3540 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 1, THENCE NORTH 13°58'33" WEST ALONG THE NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 1 A DISTANCE OF 168.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;
THENCE LEAVING SAID NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 1, NORTH 56°18'05" WEST A DISTANCE OF 923.03 FEET;
THENCE NORTH 32°48'55" EAST A DISTANCE OF 852.72 FEET TO AN INTERSECTION WITH SAID NORTH- SOUTH 1/4 SECTION LINE OF SAID SECTION 1;
THENCE SOUTH 13°58'33" EAST ALONG SAID NORTH-SOUTH 1/4 SECTION LINE A DISTANCE OF 1266.25 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.
CONTAINING 9.03 ACRES OF LAND MORE OR LESS.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5136, PAGE 3536 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIED AS FOLLOWS:
A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, THENCE SOUTH 00°18'16" WEST ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 780.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED:
THENCE LEAVING THE WEST LINE OF SAID SECTION 12, SOUTH 36°35'19" EAST A DISTANCE OF 958.76 FEET;
THENCE SOUTH 44°05'12" WEST A DISTANCE OF 831.85 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SAID SECTION 12;
THENCE NORTH 00°18’16” EAST ALONG SAID WEST LINE A DISTANCE OF 1367.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.
CONTAINING 9.03 ACRES OF LAND MORE OR LESS.



Legend

Lands Owned by Barron Collier Partnership, LLLP

Exhibit "A"
Sketch

EXHIBIT 8

Prepared by:

Return original or certified recorded document to:
(Insert name and address
of WMD or DEP)

Deed of Conservation Easement
Passive Recreational Uses

[EXAMINER'S NOTE: THIS EASEMENT IS GRANTED BY THE BRIGHTSHORE CDD TO THE GRANTEE BECAUSE THE BRIGHTSHORE CDD IS THE PARTY RESPONSIBLE FOR THE PERPETUAL MAINTENANCE ACTIVITIES CONTEMPLATED HEREBY; SINCE THE EASEMENT IS LOCATED OFF-SITE FROM THE BRIGHTSHORE PROJECT, ON LANDS WITHIN SSA#6, THE FEE SIMPLE TITLE HOLDER OF SSA#6 IS JOINING IN THIS EASEMENT FOR PURPOSES OF CONSENTING TO THE SAME.]

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this day of ____________________________ , 2024, by the Brightshore Community Development District ("CDD"), and Barron Collier Partnership, LLLP, a Florida limited liability limited partnership ("BCP") (CDD and BCP being collectively referred to herein as the "Grantor") whose mailing address is 2600 Golden Gate Parkway, Naples, Florida 34105 to the South Florida Water Management District, whose mailing address is 3301 Gun Club Road, West Palm Beach, Florida 33406 ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, BCP is the fee simple owner of certain lands situated in Collier County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property" or "SSA#6"); and

WHEREAS, Permit No.______________________________________("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, BCP has granted the CDD that certain perpetual access and maintenance easement over the Property (which easement is recorded at O.R. Book _______________, page _____________ of the public records of Collier County, Florida) granting the CDD access to the Property in order to comply with the Permit, and any modification thereto, and this Conservation Easement; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the portion of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized; ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized; iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Collier County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee~~,~~ and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms, or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. Hunting is an expressly permitted passive recreational use. However, grazing of livestock is NOT permitted.

c. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

  i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

  ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

  iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity~~,~~ to clean any litter from the area surrounding the facilities and improvements;

  iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, South Florida Water Management District, and local permitting requirements.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set their authorized hand this_______day of

_________________________ , 2024.

GRANTOR:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government established pursuant to Fla. Stat. Ch. 189, located in Collier County, FL

By: ______________________________
________________, as __________

____
Witness #1

____
Printed Name of Witness #1
Address:______________________
____
____

____
Witness #2

____
Printed Name of Witness #2
Address:______________________
____
____

ATTESTATION OF DISTRICT MANAGER:

By:_________________________________
________________, as __________

STATE OF FLORIDA

COUNTY OF ________________

The foregoing was acknowledged before me this _____ day of ________________, 2024, by ______________________________, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 189, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

____
Notary Public
Printed Name:______________________
My Commission Expires:_____________

[Additional Grantor Signature on Following Page]

Signed in the presence of these witnesses:	**BARRON COLLIER PARTNERSHIP, LLLP**, a Florida limited liability limited partnership
Witness: ______________________ Print Name: ___________________ Address:_______________________ ______________________________ ______________________________	By: Barron Collier Management, LLC, a Florida limited liability company Its: General Partner By:________________________________ Jeff Sonalia, Chief Financial Officer
Witness: ______________________ Print Name: ___________________ Address:_______________________ ______________________________ ______________________________	By:__________________________________ Brian Goguen, Chief Investment Officer

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ___ by online notary on this ______ day of _____________________, 2024, by Jeff Sonalia and Brian Goguen, as Chief Financial Officer and Chief Investment Officer (respectively) of Barron Collier Management, LLC, a Florida limited liability company, General Partner of Barron Collier Partnership, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. They are [_] personally known to me or [_] have produced _________________________ as identification.

____
Notary Public
Print Name: _____________________________
My Commission Expires:

EXHIBIT A

[VICINITY MAP OF SSA #6]

Legend

Conservation Easement

Lands Owned by Barron Collier Partnership, LLLP

Exhibit "A"

Vicinity Map

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA WITHIN SSA #6]

Exhibit "B"

LEGAL DESCRIPTION

OF PART OF SECTIONS 5 AND 8, TOWNSHIP 49 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA

COMMENCING AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE EAST LINE OF SAID SECTION 5 SOUTH 08°42'26" EAST 8,854.19 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 5;
THENCE ALONG THE SOUTH LINE OF SAID SECTION 5 SOUTH 89°52'06" WEST 1,684.90 FEET TO THE ***POINT OF BEGINNING***;
THENCE LEAVING SAID SOUTH LINE SOUTH 01°23'08" WEST 60.74 FEET;
THENCE SOUTH 09°44'43" WEST 113.83 FEET;
THENCE SOUTH 03°52'57" WEST 126.46 FEET;
THENCE SOUTH 00°01'30" WEST 115.39 FEET;
THENCE SOUTH 10°45'00" EAST 43.75 FEET;
THENCE NORTH 89°19'33" EAST 120.43 FEET;
THENCE SOUTH 78°09'56" EAST 227.03 FEET;
THENCE SOUTH 75°22'49" EAST 203.88 FEET;
THENCE SOUTH 76°11'25" EAST 293.53 FEET;
THENCE SOUTH 77°35'16" EAST 129.18 FEET;
THENCE SOUTH 02°12'43" WEST 192.28 FEET;
THENCE SOUTH 01°24'14" EAST 395.99 FEET;
THENCE NORTH 88°37'18" WEST 19.29 FEET;
THENCE SOUTH 89°20'23" WEST 77.23 FEET;
THENCE NORTH 85°27'06" WEST 149.07 FEET;
THENCE NORTH 88°37'48" WEST 169.90 FEET;
THENCE NORTH 88°36'55" WEST 11.40 FEET;
THENCE SOUTH 03°59'02" WEST 13.72 FEET;
THENCE SOUTH 03°17'05" WEST 1.52 FEET;
THENCE SOUTH 03°03'40" WEST 419.15 FEET;
THENCE SOUTH 88°45'20" WEST 26.76 FEET;
THENCE NORTH 00°24'18" WEST 134.10 FEET;
THENCE NORTH 01°41'34" EAST 293.82 FEET;
THENCE NORTH 10°15'08" WEST 46.13 FEET;
THENCE NORTH 26°35'10" WEST 37.72 FEET;
THENCE NORTH 51°12'42" WEST 36.36 FEET;
THENCE NORTH 62°40'09" WEST 44.78 FEET;
THENCE NORTH 66°34'35" WEST 369.60 FEET;
THENCE NORTH 08°40'10" WEST 871.97 FEET;
THENCE NORTH 12°16'31" WEST 60.95 FEET;
THENCE NORTH 27°39'56" WEST 45.27 FEET;
THENCE NORTH 59°33'22" WEST 42.83 FEET;
THENCE NORTH 81°26'12" WEST 54.81 FEET;
THENCE SOUTH 89°22'22" WEST 924.91 FEET;
THENCE NORTH 19°35'05" EAST 445.76 FEET;
THENCE NORTH 18°18'58" EAST 143.04 FEET;

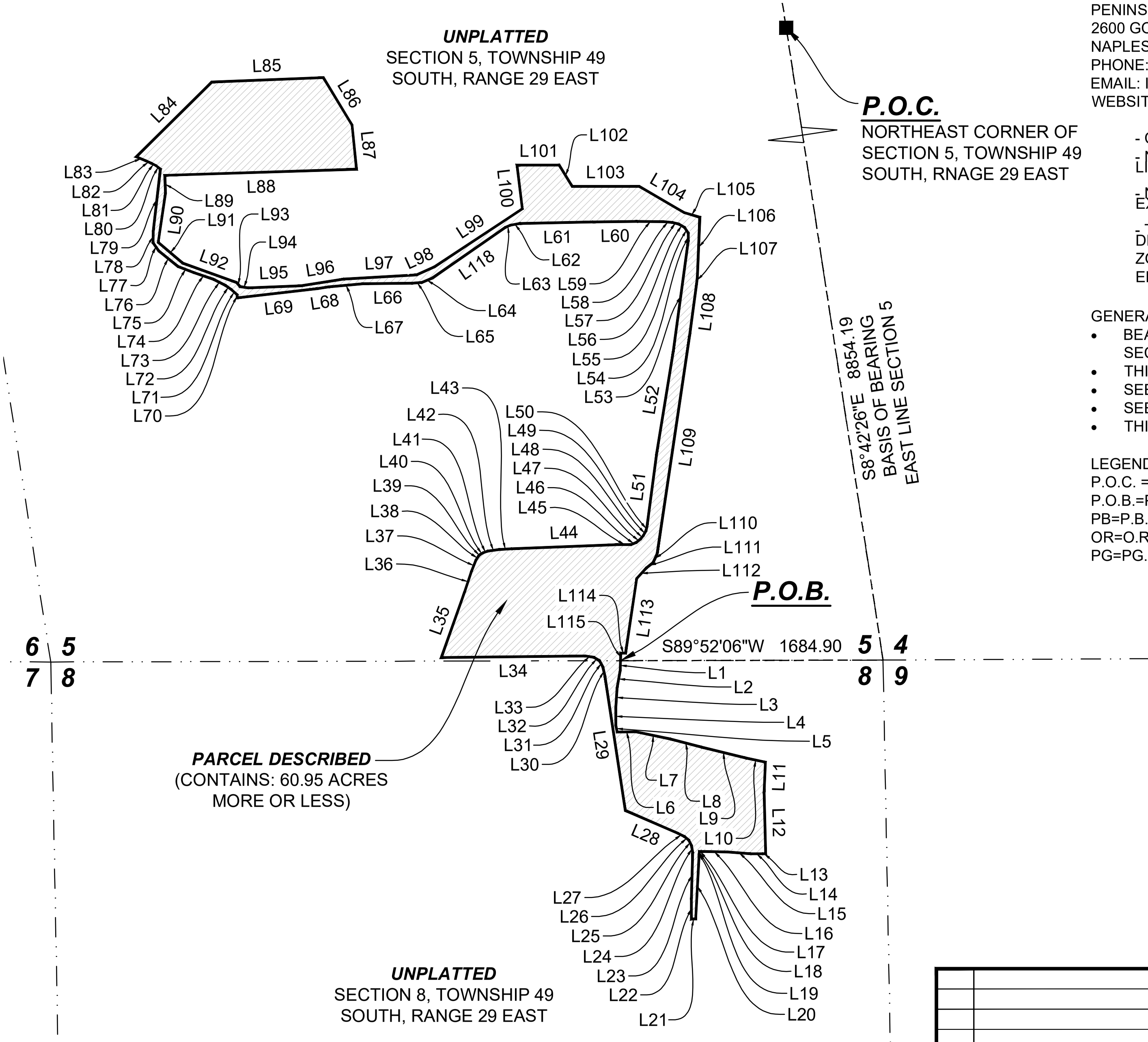
THENCE NORTH 21°58'30" EAST 75.94 FEET;
THENCE NORTH 32°12'56" EAST 29.73 FEET;
THENCE NORTH 46°21'27" EAST 14.87 FEET;
THENCE NORTH 59°10'52" EAST 22.64 FEET;
THENCE NORTH 70°50'13" EAST 30.73 FEET;
THENCE NORTH 82°42'00" EAST 73.52 FEET;
THENCE NORTH 85°31'25" EAST 80.61 FEET;
THENCE NORTH 87°47'23" EAST 685.17 FEET;
THENCE NORTH 89°41'44" EAST 81.81 FEET;
THENCE NORTH 69°20'26" EAST 36.62 FEET;
THENCE NORTH 50°06'13" EAST 35.78 FEET;
THENCE NORTH 40°15'33" EAST 28.22 FEET;
THENCE NORTH 27°51'58" EAST 34.18 FEET;
THENCE NORTH 12°36'28" EAST 28.84 FEET;
THENCE NORTH 07°33'58" EAST 480.77 FEET;
THENCE NORTH 09°21'55" EAST 653.44 FEET;
THENCE NORTH 07°38'19" EAST 719.47 FEET;
THENCE NORTH 01°13'07" EAST 48.48 FEET;
THENCE NORTH 34°00'01" WEST 44.20 FEET;
THENCE NORTH 60°16'30" WEST 43.74 FEET;
THENCE NORTH 75°38'49" WEST 42.81 FEET;
THENCE NORTH 85°51'09" WEST 54.44 FEET;
THENCE NORTH 89°19'34" WEST 169.04 FEET;
THENCE SOUTH 89°26'17" WEST 286.01 FEET;
THENCE SOUTH 88°42'11" WEST 468.85 FEET;
THENCE SOUTH 80°18'27" WEST 60.94 FEET;
THENCE SOUTH 65°15'56" WEST 33.48 FEET;
THENCE SOUTH 55°18'50" WEST 573.05 FEET;
THENCE SOUTH 67°45'42" WEST 71.18 FEET;
THENCE SOUTH 84°48'36" WEST 61.63 FEET;
THENCE SOUTH 89°22'23" WEST 314.56 FEET;
THENCE SOUTH 84°54'13" WEST 222.76 FEET;
THENCE SOUTH 81°18'00" WEST 75.44 FEET;
THENCE SOUTH 83°20'49" WEST 516.47 FEET;
THENCE NORTH 02°14'18" WEST 21.00 FEET;
THENCE NORTH 48°57'58" WEST 50.24 FEET;
THENCE NORTH 53°40'07" WEST 45.11 FEET;
THENCE NORTH 63°15'36" WEST 86.37 FEET;
THENCE NORTH 71°14'16" WEST 136.02 FEET;
THENCE NORTH 68°21'04" WEST 106.63 FEET;
THENCE NORTH 51°18'37" WEST 158.55 FEET;
THENCE NORTH 34°09'38" WEST 63.58 FEET;
THENCE NORTH 01°23'19" EAST 77.62 FEET;
THENCE NORTH 06°28'39" EAST 398.27 FEET;
THENCE NORTH 52°07'04" WEST 35.77 FEET;
THENCE NORTH 64°52'03" WEST 35.68 FEET;
THENCE NORTH 64°34'14" WEST 36.44 FEET;

THENCE NORTH 67°11'22" WEST 66.19 FEET;
THENCE NORTH 45°13'40" EAST 682.10 FEET;
THENCE NORTH 87°48'52" EAST 715.89 FEET;
THENCE SOUTH 31°15'31" EAST 356.39 FEET;
THENCE SOUTH 05°44'24" EAST 284.33 FEET;
THENCE SOUTH 88°10'30" WEST 1,230.61 FEET;
THENCE SOUTH 02°12'31" EAST 114.46 FEET;
THENCE SOUTH 08°30'11" WEST 318.95 FEET;
THENCE SOUTH 49°23'34" EAST 206.12 FEET;
THENCE SOUTH 70°14'50" EAST 368.21 FEET;
THENCE SOUTH 40°21'40" EAST 34.11 FEET;
THENCE SOUTH 81°32'07" EAST 52.86 FEET;
THENCE NORTH 87°40'55" EAST 338.05 FEET;
THENCE NORTH 81°12'24" EAST 279.49 FEET;
THENCE NORTH 86°41'44" EAST 466.37 FEET;
THENCE NORTH 65°45'14" EAST 124.87 FEET;
THENCE NORTH 56°36'43" EAST 677.55 FEET;
THENCE NORTH 06°47'30" WEST 283.06 FEET;
THENCE NORTH 90°00'00" EAST 269.63 FEET;
THENCE SOUTH 31°27'09" EAST 160.25 FEET;
THENCE NORTH 90°00'00" EAST 430.84 FEET;
THENCE SOUTH 59°39'24" EAST 331.67 FEET;
THENCE SOUTH 73°04'45" EAST 107.03 FEET;
THENCE SOUTH 02°17'06" WEST 382.04 FEET;
THENCE SOUTH 07°31'27" WEST 44.74 FEET;
THENCE SOUTH 07°38'38" WEST 337.85 FEET;
THENCE SOUTH 08°27'52" WEST 1,416.18 FEET;
THENCE SOUTH 24°58'36" WEST 61.00 FEET;
THENCE SOUTH 51°32'22" WEST 55.82 FEET;
THENCE SOUTH 42°37'51" WEST 90.96 FEET;
THENCE SOUTH 08°27'07" WEST 484.70 FEET;
THENCE NORTH 88°45'28" WEST 31.51 FEET;
THENCE SOUTH 01°23'08" WEST 49.14 FEET TO THE ***POINT OF BEGINNING***.

CONTAINING 60.95 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE EAST LINE OF SAID SECTION 5 BEING SOUTH 8°42'26" EAST.

November 20th, 2023
DATE OF SURVEY

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479
REFERENCE: S:\Hogan_Brightshore-ABCP-009\SKETCH\OFFSITE-MITIGATION-111323\S-HOGAN-OSM-001-SK-01.dwg



PENINSULA ENGINEERING
2600 GOLDEN GATE PARKWAY
NAPLES, FLORIDA 34105
PHONE: 239.403.6700 FAX: 239.261.1797
EMAIL: INFO@PEN-ENG.COM
WEBSITE: WWW.PEN-ENG.COM

- CERTIFICATE OF AUTHORIZATION #LB- 8479
- NOT VALID WITHOUT THE SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NO OTHER PERSON OR ENTITY MAY RELY UPON THIS EXHIBIT.
- THIS EXHIBIT IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

- BEARINGS ARE BASED ON THE EAST LINE OF SAID SECTION 5 BEING SOUTH 8°42'26" EAST.
- THIS SKETCH MAY HAVE BEEN REDUCED
- SEE ATTACHMENT FOR FULL LEGAL DESCRIPTION
- SEE SHEET 2 FOR ANNOTATIONS.
- THIS SKETCH IS INCOMPLETE WITHOUT SHEET 2.

LEGEND:
P.O.C. = POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING
PB=P.B.=PLAT BOOK
OR=O.R.=OFFICIAL RECORDS
PG=PG.=PAGE

SCALE: 1" = 1000'

THIS IS NOT A SURVEY

0 1000 2000
SCALE IN FEET

REV.	REVISION

Date:	NOVEMBER 20TH, 2023
Horizontal Scale:	1" = 1000'
Fieldbook/Page:	
Fieldwork by:	
Drawn by:	TFW

APPROVED:
LANCE T MILLER, P.S.M. #LS5627

TITLE:
SKETCH OF DESCRIPTION
OF PART OF SECTIONS 5 AND 8, TOWNSHIP 49 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.

PENINSULA ENGINEERING

CLIENT: PENINSULA ENGINEERING
PROJECT NO.: P-ABCP-009
SHEET #: 1 OF 2
DRAWING NO.: S-HOGAN-OSM-001-SK-01.dwg

[Save Date: 11/20/2023 1:19:09 PM] [Saved By: TWehrle] [Plot Date: 11/20/2023 3:37:52 PM] [Drawing Path: S:\Hogan Brightshore-ABCP-009\SKETCH\OFFSITE-MITIGATION-111323\S-HOGAN-OSM-001-SK-01.dwg]

LINE TABLE

#	LENGTH	BEARING
L1	60.74	S1°23'08"W
L2	113.83	S9°44'43"W
L3	126.46	S3°52'57"W
L4	115.39	S0°01'30"W
L5	43.75	S10°45'00"E
L6	120.43	N89°19'33"E
L7	227.03	S78°09'56"E
L8	203.88	S75°22'49"E
L9	293.53	S76°11'25"E
L10	129.18	S77°35'16"E
L11	192.28	S2°12'43"W
L12	395.99	S1°24'14"E
L13	19.29	N88°37'18"W
L14	77.23	S89°20'23"W
L15	149.07	N85°27'06"W
L16	169.90	N88°37'48"W
L17	11.40	N88°36'55"W
L18	13.72	S3°59'02"W
L19	1.52	S3°17'05"W
L20	419.15	S3°03'40"W
L21	26.76	S88°45'20"W
L22	134.10	N0°24'18"W
L23	293.82	N1°41'34"E
L24	46.13	N10°15'08"W
L25	37.72	N26°35'10"W
L26	36.36	N51°12'42"W

LINE TABLE

#	LENGTH	BEARING
L27	44.78	N62°40'09"W
L28	369.60	N66°34'35"W
L29	871.97	N8°40'10"W
L30	60.95	N12°16'31"W
L31	45.27	N27°39'56"W
L32	42.83	N59°33'22"W
L33	54.81	N81°26'12"W
L34	924.91	S89°22'22"W
L35	445.76	N19°35'05"E
L36	143.04	N18°18'58"E
L37	75.94	N21°58'30"E
L38	29.73	N32°12'56"E
L39	14.87	N46°21'27"E
L40	22.64	N59°10'52"E
L41	30.73	N70°50'13"E
L42	73.52	N82°42'00"E
L43	80.61	N85°31'25"E
L44	685.17	N87°47'23"E
L45	81.81	N89°41'44"E
L46	36.62	N69°20'26"E
L47	35.78	N50°06'13"E
L48	28.22	N40°15'33"E
L49	34.18	N27°51'58"E
L50	28.84	N12°36'28"E
L51	480.77	N7°33'58"E
L52	653.44	N9°21'55"E

LINE TABLE

#	LENGTH	BEARING
L53	719.47	N7°38'19"E
L54	48.48	N1°13'07"E
L55	44.20	N34°00'01"W
L56	43.74	N60°16'30"W
L57	42.81	N75°38'49"W
L58	54.44	N85°51'09"W
L59	169.04	N89°19'34"W
L60	286.01	S89°26'17"W
L61	468.85	S88°42'11"W
L62	60.94	S80°18'27"W
L63	33.48	S65°15'56"W
L64	71.18	S67°45'42"W
L65	61.63	S84°48'36"W
L66	314.56	S89°22'23"W
L67	222.76	S84°54'13"W
L68	75.44	S81°18'00"W
L69	516.47	S83°20'49"W
L70	21.00	N2°14'18"W
L71	50.24	N48°57'58"W
L72	45.11	N53°40'07"W
L73	86.37	N63°15'36"W
L74	136.02	N71°14'16"W
L75	106.63	N68°21'04"W
L76	158.55	N51°18'37"W
L77	63.58	N34°09'38"W
L78	77.62	N1°23'19"E

LINE TABLE

#	LENGTH	BEARING
L79	398.27	N6°28'39"E
L80	35.77	N52°07'04"W
L81	35.68	N64°52'03"W
L82	36.44	N64°34'14"W
L83	66.19	N67°11'22"W
L84	682.10	N45°13'40"E
L85	715.89	N87°48'52"E
L86	356.39	S31°15'31"E
L87	284.33	S5°44'24"E
L88	1230.61	S88°10'30"W
L89	114.46	S2°12'31"E
L90	318.95	S8°30'11"W
L91	206.12	S49°23'34"E
L92	368.21	S70°14'50"E
L93	34.11	S40°21'40"E
L94	52.86	S81°32'07"E
L95	338.05	N87°40'55"E
L96	279.49	N81°12'24"E
L97	466.37	N86°41'44"E

LINE TABLE

#	LENGTH	BEARING
L98	124.87	N65°45'14"E
L99	677.55	N56°36'43"E
L100	283.06	N6°47'30"W
L101	269.63	N90°00'00"E
L102	160.25	S31°27'09"E
L103	430.84	N90°00'00"E
L104	331.67	S59°39'24"E
L105	107.03	S73°04'45"E
L106	382.04	S2°17'06"W
L107	44.74	S7°31'27"W
L108	337.85	S7°38'38"W
L109	1416.18	S8°27'52"W
L110	61.00	S24°58'36"W
L111	55.82	S51°32'22"W
L112	90.96	S42°37'51"W
L113	484.70	S8°27'07"W
L114	31.51	N88°45'28"W
L115	49.14	S1°23'08"W

GENERAL NOTES:
- BEARINGS ARE BASED ON THE SOUTH LINE OF SAID SECTION 5 BEING SOUTH 89°52'06" WEST.
- THIS SKETCH MAY HAVE BEEN REDUCED
- SEE ATTACHMENT FOR FULL LEGAL DESCRIPTION
- SEE SHEET 1 FOR SKETCH OF DESCRIPTION.
- THIS SKETCH IS INCOMPLETE WITHOUT SHEET 1.

REV.	REVISION

Date: NOVEMBER 20TH, 2023
Horizontal Scale: 1" = 20'
Fieldbook/Page:
Fieldwork by:
Drawn by: TFW

APPROVED:
LANCE T MILLER, P.S.M. #LS5627

TITLE:
ANNOTATION SHEET
OF PART OF SECTIONS 5 AND 8, TOWNSHIP 49 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.

PENINSULA ENGINEERING

CLIENT: PENINSULA ENGINEERING
PROJECT NO. P-ABCP-009
SHEET #: 2 OF 2
DRAWING NO.: S-HOGAN-OSM-001-SK-01.dwg

EXHIBIT C

[MANAGEMENT PLAN]

WETLAND MITIGATION
ADAPTIVE MANAGEMENT PLAN

BRIGHTSHORE VILLAGE

NOVEMBER 2023
REVISED FEBRUARY 2024

BRUCE LAYMAN, SPWS

Brightshore Village
Wetland Mitigation
Adaptive Management Plan

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Adaptive Management Plan

1.0 INTRODUCTION

Brightshore Village is a proposed mixed use residential community that is located within both primary and secondary Florida panther habitat, and it incorporates hydric improved pasture that is also located within panther habitat. To compensate for the loss of panther habitat as a result of the proposed Village, the Applicant is proposing to preserve and manage approximately 589 acres of Primary panther habitat located adjoining two existing Florida panther habitat preserves, an Audubon's crested caracara preserve, and the Florida Panther National Wildlife Refuge. Since the vast majority of the 589 acres of panther habitat is forested wetland, and since design and management of wetland mitigation is typically more intensive than panther habitat management, the owner is proposing to incorporate 61 acres of wetland mitigation within the 589-acre panther preserve that will serve to both provide the lift to off-set the proposed loss of wetland function and it will concurrently provide habitat support for the panther. The locations of Brightshore Village and the off-site panther compensation/wetland mitigation areas are shown in Figure 1.

The following outlines the wetland mitigation, monitoring, and maintenance plan for the 61 acres of Brightshore Village Off-site Wetland Mitigation Area (Wetland Preserve). Management of the 528-acre balance of the panther habitat preserve is described separately in the Brightshore Village Florida Panther Preserve Management Plan.

2.0 MITIGATION PLAN

The wetland mitigation plan for the Project includes primarily wetland enhancement. The existing wetlands primarily consist of cypress and thinly forested hydric pine and mixed wetland hardwood communities. The wetland habitats contain varying degrees of exotic infestation.

Mitigation activities include cattle exclusion (water quality improvement) and the eradication of exotic vegetation identified as Category I and Category II invasive exotic plant species, pursuant to the most current list established by the Florida Invasive Species Council (FISC). The exotic species to be eradicated on-site include, but are not limited to, Brazilian pepper (*Schinus terebinthifolius*), earleaf acacia (*Acacia auriculiformis*), paragrass (*Urochloa mutica*), primrose willow (*Ludwigia peruviana*), melaleuca (*Melaleuca quinquenervia*), and Java plum (*Syzygium cumini*). Nuisance vegetation species to be eradicated include, but are not limited to, cattail (*Typha* spp.), hemp vine (*Mikania scandens*), and dog fennel (*Eupatorium capillifolium*). Table 1 below summarizes the mitigation activities and their acreages. Detailed descriptions of the off-site enhancement activities are provided in the following sections, and the mitigation design is shown in Figure 2.

To facilitate execution of the mitigation plan and long-term management of the preserve area, the existing trail network is proposed to remain. Trail maintenance will include primarily vegetation trimming within and immediately adjacent to the trail.

Since the mitigation area is located in a seasonally wet part of the world, mitigation activity is proposed to commence during the dry season following issuance of the **federal Section 404 permit** so that 1) mechanized wetland enhancement activities during seasonally dry conditions will be least disruptive to the soil and regional water quality and 2) herbicide treatment of exotic vegetation will be most effective - absent standing water.

Table 1. Summary of Mitigation Activities

Mitigation Description	Acreage
Upland Enhancement: Hand Eradication of Exotics	2.8
Wetland Enhancement: Hand Eradication of Exotics	37.1
Wetland Enhancement: Mechanical Eradication of Exotics w/Supplemental Planting	21.0
Total	60.9

2.1 Wetland Enhancement – Hand Eradication of Exotics

A total of 39.83 acres of uplands and wetlands with less than 75 percent existing exotic vegetation will be enhanced by hand treatment of exotic and nuisance vegetation. The treatment of exotic and nuisance vegetation will be conducted using one or more of the following methods: (1) cut exotics within 12 inches of the ground and treat the stump with approved herbicide; (2) girdle java plum trees with diameter at breast height (DBH) greater than 10 inches and apply approved herbicide to cambium; (3) foliar application of approved herbicide to saplings and groundcover species; and (4) hand pulling of exotic seedlings, shrubs, and groundcover, where feasible.

Except for java plum trees greater than 10” DBH that may be killed in place, woody exotic vegetative debris will be physically removed from the conservation area. Existing trails may be used to access the conservation areas to allow for the removal of exotic debris via low tire pressure vehicles, when feasible. Girdled java plum trees are anticipated to be limited to scattered trees in the landscape.

Natural recruitment of native vegetation is anticipated to occur following the eradication of exotics in areas with less than 50 percent exotics. In areas with between 50 and 75 percent coverage of exotics, supplemental plantings will be installed if, after two years, natural recruitment has not occurred, and sufficient coverage of native vegetation has not been achieved. The supplemental plantings will be installed in accordance with the supplemental planting requirement described in Section 2.2.

2.2 Wetland Enhancement – Mechanical Eradication of Exotics with Supplemental Planting

In wetlands where the density of exotic vegetation exceeds 75 percent (Florida Land Use, Cover and Forms Classification System (FLUCCS) Code E4 and exotic monocultures), mechanical equipment may be utilized to assist in the removal of exotic species. Wetlands with greater than 75 percent exotic coverage total 21± acres. The vegetative debris will be physically removed from these areas or mulched in place to allow for successful supplemental plantings. Existing vehicle trails will be used, as available, to access remote areas of the conservation areas. Efforts will be made to preserve native trees when conducting the exotic removal with mechanized equipment. To minimize adverse impacts to the ground surface, machinery that exerts a low impact on the ground surface (i.e., tracked skid steer, feller buncher, etc.) will be utilized within the mechanical removal areas. The locations of the wetland areas where mechanical removal of exotics may occur are depicted on Figure 2.

Following removal of exotics, potential rutting will be smoothed to approximate existing natural grade and supplemental planting will be conducted. Plant species will be selected to replace the type of native vegetation that typically occur in the target community type.

In forested target wetland habitats (i.e., FWE mitigation features), and if mechanical exotic vegetation removal results in areas greater than 10,000 sf that are devoid of trees, wetland tree plantings will include a minimum of two of the tree species listed in Table 2 and shrub plantings will include a minimum of two of the species listed in Table 2. Ground cover plantings will include a minimum of four of the ground cover species listed in Table 2.

In non-forested target wetland habitats (i.e., HWE and MWE mitigation features), shrub plantings may be scattered very widely in the landscape consistent with the target herbaceous habitat type (i.e., freshwater marsh and wet prairie). Ground cover plantings will include a minimum of six of the ground cover species listed in Table 2.

The species selected for planting will depend on market availability at the time the plantings are to occur.

Table 2. Supplemental Wetland Planting List

Common Name	Scientific Name	Minimum Height	Stock Size (min.)	Plant Spacing (on center)
Tree Plantings (at least two species)				
Cypress	*Taxodium* spp.	5 ft.	3/7 gal.*	30 ft.
Laurel oak	*Quercus laurifolia*	5 ft.	3/7 gal.*	30 ft.
Slash pine	*Pinus elliottii* var. *densa*	5 ft.	3/7 gal.*	30 ft.

* Planted tree species will be comprised of 25 percent seven-gallon container size and 75 percent three-gallon container size.

Table 2 (continued)

Common Name	Scientific Name	Height (min.)	Stock Size (min.)	Plant Spacing (on center)
Shrub Plantings (at least two species)				
Buttonbush	*Cephalanthus occidentalis*	3 ft.	1 gal.	20 ft.
Gallberry	*Ilex glabra*	3 ft.	1 gal.	20 ft.
Myrsine	*Myrsine guianensis*	3 ft.	1 gal.	20 ft.
Wax myrtle	*Morella cerifera*	3 ft.	1 gal.	20 ft.
Ground Cover Plantings (at least six species)				
Arrowhead	*Sagitaria lancifolia*	-	liner	3 ft.
Blue maidencane	*Amphicarpum muhlenbergianum*	-	liner	3 ft.
Golden canna	*Canna flaccida*	-	liner	3 ft.
Gulfdune paspalum	*Paspalum monostachyum*	-	liner	3 ft.
Maidencane	*Panicum hemitomon*	-	liner	3 ft.
Muhly grass	*Muhlenbergia capillaris*	-	liner	3 ft.
Pickerelweed	*Pontederia cordata*	-	liner	3 ft.
Sand cordgrass	*Spartina bakeri*	-	liner	3 ft.
Sawgrass	*Cladium jamaicense*	-	liner	3 ft.
Soft-stem bulrush	*Scirpus validus*	-	liner	3 ft.
Spikerush	*Eleocharis interstincta*	-	liner	3 ft.
Swamp lily	*Crinum americanum*	-	liner	3 ft.
Wiregrass	*Aristida stricta*	-	liner	3 ft.

3.0 PRESCRIBED FIRE

Prescribed burning may be used as a management tool to maintain the native vegetation communities within the conservation areas. Prescribed burns help maintain vegetative communities in their natural state, reduce fuel loads and the danger of wildfire, aid with the eradication and control of exotic and nuisance vegetation species, retard coverage of fast-growing woody shrubs (i.e., wax myrtle (*Morella cerifera*) and saltbush (*Baccharis halimifolia*), and improve wildlife habitat.

The burning frequency for the conservation areas may be from two to four years, which is consistent with the natural fire regime for mesic flatwoods, wet flatwoods, and wet prairies described by Florida Natural Areas Inventory in the Guide to the Natural Communities of Florida. The edges of the Project's freshwater marshes and cypress forests will be burned when the fire moves through the adjacent pine and prairie habitats. Prescribed fire will be allowed to extinguish naturally within the wetter cypress and marsh habitats.

Prescribed burning is typically conducted during the winter or early spring when weather temperatures are lower and wind direction is more constant. The initial burn is anticipated to occur during the late winter. Winter burns are preferred to reduce fuel loads. Following the initial burn, the season of the year of prescribed burn may vary from late winter burns to early wet season burns to increase biodiversity within the site. Changes in annual weather cycles determine when burn permits will be available and burns may be conducted only on the day(s) of Florida Forest Service permission. Permits from the appropriate regulatory authorities will be obtained prior to implementation of prescribed burns. If prescribed fire permits cannot be obtained, alternative means of fuel load reduction may be implemented.

Where feasible, mechanical means may be used as a surrogate for prescribed fire to reduce fuel loads and manage midstory and groundcover vegetation. These may include, but are not limited to, roller-chopping, mowing, and hydro-axing. The timing of mechanical management will be during the dry season to minimize the potential for rutting and general ground disturbance.

4.0 MITIGATION SUCCESS CRITERIA

The following are the success criteria for the mitigation areas: (1) conservation easement(s) will be recorded for the mitigation areas; (2) grading of ditches and berms to natural grade within planting areas and an as-built survey of graded elevations will be completed; (3) plant installation within supplemental planting areas will be completed; (4) gated perimeter cattle fence will be installed, and (5) the mitigation area will be free from exotic and nuisance vegetation immediately following a maintenance event and will consist of no more than five percent average cover of exotic and nuisance species, combined. Exotic vegetation species are identified as Category I and II invasive exotic plant species, pursuant to the most current list established by the FISC. Nuisance vegetation species to be eradicated include, but are not limited to, cattail, hemp vine, and dog fennel.

Monitoring of the preserve areas shall be conducted for a minimum of five years with annual reports submitted to the SFWMD. At the end of the second monitoring period, the mitigation areas shall reflect an 80 percent coverage of desirable wetland plant species. The coverage will include planted and naturally recruited species. The 80 percent coverage shall be maintained throughout the remainder of the monitoring program, with replanting as necessary to maintain or exceed the minimum coverage. Preserve areas will be managed such that exotic/nuisance plant species do not dominate any one section within the preserves and the combined limit of coverage for both exotic and nuisance species will not exceed 5 percent.

5.0 TARGET HABITAT TYPES

The target habitat types were identified to providing like-for-like mitigation to off-set proposed impacts predominantly to hydric pasture, and secondarily to cypress.

In general, the target habitats within the Project's wetland mitigation areas will consist of cypress (where cypress dominates the canopy) and a combination of wet prairies and freshwater marsh beneath a sparse canopy of slash pine and/or cypress. The hydroperiod for this target communities will be driven by the expansive surrounding wetland system which will its-self be dependent upon annual rainfall and regional seasonal hydrology.

Descriptions of the target wetland vegetative communities for the wetland mitigation areas follow. Existing vegetation and supplemental plantings are included in each description.

5.1 Target Vegetative Communities

Cypress (FLUCCS Code 621)

The canopy of this wetland habitat may consist of mostly cypress (*Taxodium distichum*) with potential for scattered laurel oak (*Quercus laurifolium*), cabbage palm (*Sabal palmetto*), dahoon holly (*Ilex cassine*), red maple (*Acer rubrum*), and pop ash (*Fraxinus caroliniana*). The sub-canopy may consist of a combination of buttonbush (*Cephalanthus occidentalis*), wax myrtle (*Morella cerifera*), gallberry (*Ilex glabra*), myrsine (*Myrsine guianensis*), pond apple (*Annona glabra*), and cabbage palm. The ground cover composition will be a variety of native OBL and FACW species depending on water depths and durations. These species may include, but are not limited to, swamp fern (*Blechnum serrulatum*), maidencane (*Panicum hemitomon*), pickerelweed (*Pontederia cordata*), arrowhead *(Saggitaria lancifolia)*, Asiatic pennywort (*Centella asiatica*), frog-fruit (*Phyla nodiflora*), water pennywort (*Hydrocotyle umbellata*), sawgras *(Cladium jamaicense*), spikerush (*Eleocharis interstincta*), swamp lily (*Crinum americanum*), and gulfdune paspalum (*Paspalum monostachyum*).

Marshes/Prairies (FLUCCS Code 641)

The canopy of this wetland habitat will be relatively open and may include existing widely-spaced slash pine (*Pinus elliottii*) and/or cypress. The sub-canopy may consist of cabbage palm, wax myrtle, myrsine, buttonbush, and gallberry. The target ground cover composition is a variety of OBL, FACW, and FAC species including, but not limited to, spike rush (*Eleocharis interstincta*), swamp fern, gulfdune paspalum, muhly grass (*Muhlenbergia capillaris*), sand cordgrass (*Spartina cordata*), wiregrass (*Aristida stricta*), knotroot foxtail (*Setaria parviflora*), blue maidencane (*Amphicarpum muhlenbergianum*), gulfdune paspalum, and bushy bluestem (*Andropogon glomeratus*).

6.0 MONITORING

6.1 Monitoring Methodology

The proposed monitoring of the wetland mitigation area will consist of baseline, time-zero, and annual monitoring of vegetation, wildlife, rainfall, and wetland water levels. The Baseline Monitoring Report will document conditions in the Project site as they currently exist. The Time Zero Monitoring Report will document the conditions immediately following completion of mitigation activities. Annual reports will document the extent of success of the mitigation program and, if needed, identify specific actions to be taken to improve remedy issues within the wetland mitigation area.

6.2 Vegetation Monitoring

Wetland and upland vegetation will be monitored prior to and following enhancement activities. Sampling in wetland areas will involve visual approximation of percent cover by species within the canopy, sub-canopy, and ground cover strata within permanent 20’ x 20' quadrats located along monitoring transects established within the enhancement areas. Quadrat corners will be marked in the field by PVC stakes. The approximate location of the monitoring quadrats and transects are shown on Figure 3.

6.3 Wildlife Monitoring

Observations of wildlife will be made during the monitoring event by qualified ecologists. Observations will consist of recording evidence and sign of wildlife (i.e., direct sightings, vocalizations, burrows, nests, tracks, droppings, etc.). The monitoring reports will include a cumulative list of wildlife species, including direct sightings, vocalizations, and observation of scat, tracks, nesting, or other evidence.

6.4 Photographic Documentation

Permanent fixed-point photograph stations will be established in the monitored areas providing physical documentation of site conditions, and to document changes through time. Four photographs will be taken (one in each cardinal direction) from one quadrat PVC stake per transect. Photograph station locations will remain the same throughout the duration of the monitoring program and they will accompany each report.

6.5 Monitoring Wells and Rainfall Data

Hydrologic monitoring for the mitigation areas will include the installation of two automated groundwater monitoring wells. The wells, Solinst Model 3001 Levelogger 5’s, will be suspended within 5’ deep slotted PVC well casings. A single 3001 Barologger pressure transducer will be suspended, above grade, within one of the well casings to calibrate data for barometric pressure. A collar of bentonite clay secures the well casing in place. These monitoring wells will be set to record hydrologic data once daily. Monitoring well data will be downloaded once every several months and will be summarized in the annual monitoring reports along with publicly available rainfall data for the area. The approximate locations of the monitoring wells to be installed are shown on Figure 3. The norther well will record water level data across the norther hydrologically contiguous region of the mitigation area, and the southern well, the southern-most cypress dome.

7.0 MONITORING REPORTS

The permittee will submit monitoring reports to the SFWMD and the Corps documenting the status of the mitigation program. The Baseline report will be more qualitative in nature and document representative extent and coverage of exotic vegetation, observed wildlife, and qualitative signs of hydrology during the monitoring event. Transects won't be made permanent, and wells installed, until Time Zero monitoring. The time-zero monitoring report will include quantitative vegetation monitoring and it will be submitted within 60 days of completion of wetland enhancement activities. Annual monitoring reports will follow in 5 annual increments and include the following information:

- Results of quantitative vegetation monitoring conducted in the mitigation area.
- A cumulative list of observed wildlife species.
- Monitoring photographs taken at photograph stations.
- Automated groundwater elevation data and available local rainfall data.
- Brief description of anticipated maintenance work to be conducted over the next year.
- Brief description of maintenance work performed since the previous report along with a discussion of proposed modifications, if any, to the management program

8.0 FINANCIAL SURETY

In accordance with Applicant's Handbook Volume I, Section 10.3.7, following outlines the anticipated costs (plus 10%) associated with mitigation construction and management of the proposed off site wetland mitigation up and until the off-site preserve is released from further monitoring after a period of 5 years.

Mitigation Activity	Acreage	Cost Per Acre	Cost
E1 Exotic Veg. Eradication	19.2	$775.00	$14,880
E2 & E3 Exotic Shrub and Herb Eradication	9.0	$1,250.00	$11,250
E3 Exotic Tree Eradication	11.8	$1,950.00	$23,010
Exotic Monoculture Eradication (mechanical)	21.0	$2,500.00	$52,500
Replant Herbaceous	27.0	$6,000.00	$162,000
Perimeter fence installation (9,000 lf)			$55,000
Maintenance 5 Years	61.0	$300	$91,500
Monitoring 5 Years (7 reports)			$26,000
Fire/Mechanical Management		Lump Sum (as needed)	$TBD
Total Cost			$436,140
10%			$43,614
Bond Total			**$479,754**

9.0 CONSERVATION EASEMENT

The wetland preserve, totaling 60.9± acres, will be encumbered with a passive recreational conservation easement granted to the SFWMD with third party enforcement rights granted to the Corps and the USFWS. Currently, the land supports cattle ranging and recreational hunting leases. It is for this reason that the conservation easement being implemented is in the passive recreation format, so-as to allow the existing recreational hunting to continue while ensuring that the conservation areas will remain in a natural state in perpetuity. The cattle lease will be terminated within the conservation easement. The conservation area will not be disturbed by dredging, filling, land clearing, agricultural crop activities, or other construction work whatsoever, except activities described in this mitigation plan and continued maintenance of the existing trail network. The area to be placed under conservation easements are shown on Figure 3.

10.0 ADAPTIVE MANAGEMENT

If monitoring, or other information, indicates that the Project is not progressing toward meeting its performance standards as anticipated, the permittee will notify SFWMD and Corps staff. SFWMD and Corps staff, in consultation with the permittee, will determine appropriate measures to address deficiencies in meeting success criteria. The measures may include site modifications, design changes, revisions to maintenance requirements, and/or revised monitoring requirements. The measures will be designed to ensure that the modified compensatory mitigation provides aquatic resource functions comparable to those described in the mitigation plan objectives.

Performance standards may be revised in accordance with adaptive management to account for measures taken to address deficiencies in the Project, if needed. Performance standards may also be revised, in consultation with the permittee, to reflect changes in management strategies and objectives if the new standards provide for ecological benefits that are comparable or superior to the approved compensatory mitigation project.

11.0 MAINTENANCE AND LONG-TERM MANAGEMENT

Following the completion of the initial exotic removal, semi-annual maintenance events and inspections will occur in the conservation areas for the first two years. An ecologist will inspect the conservation areas and identify any areas in need of treatment. Locations of nuisance and/or exotic species will be conveyed to the appropriate exotic vegetation management contractor for appropriate action. Additional potential problems will also be noted, and corrective actions taken as needed. Once exotic/nuisance species levels have been reduced to acceptable limits (i.e., less than five percent cover), inspections of the conservation areas will be conducted annually.

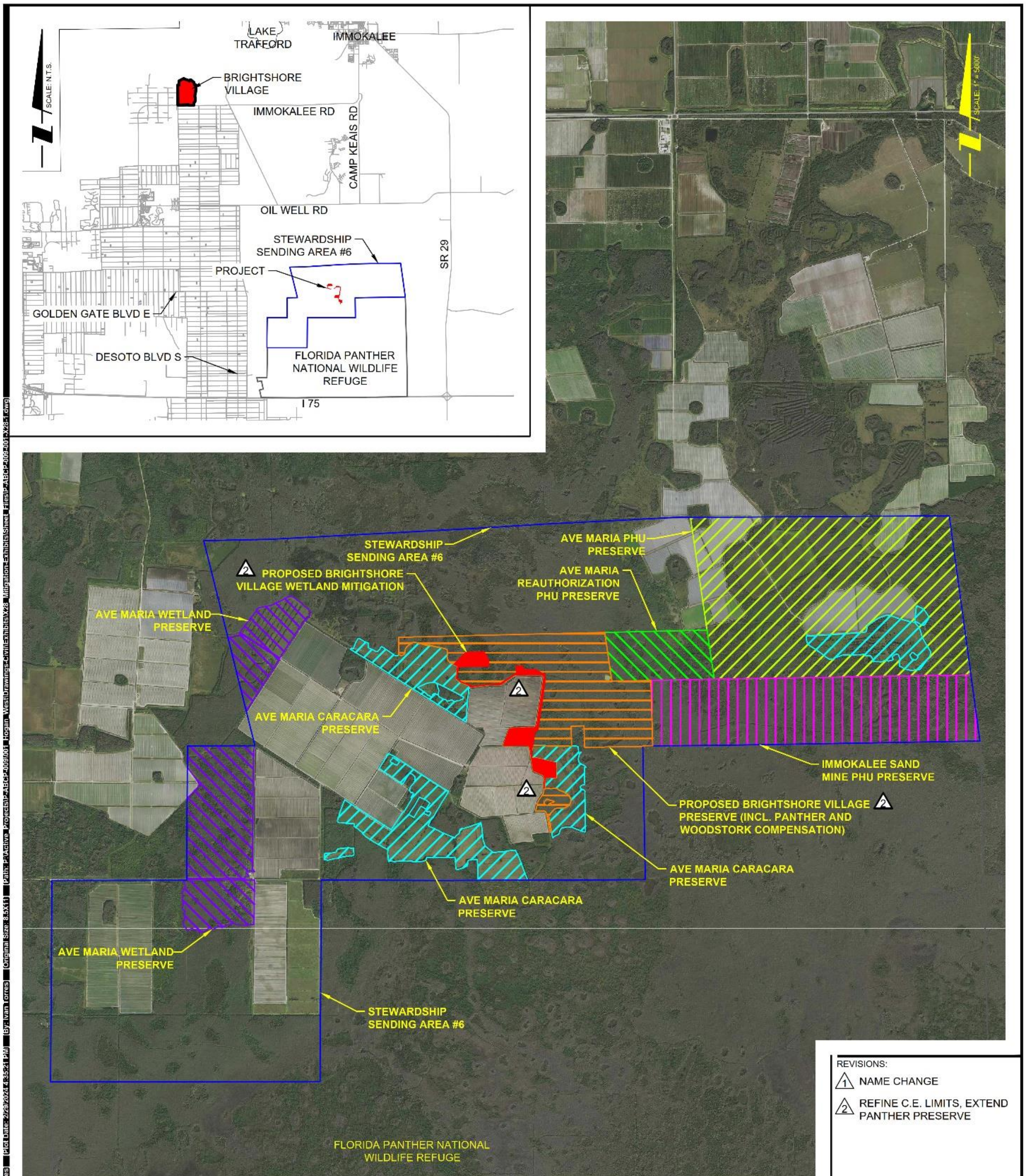
Maintenance will be conducted in perpetuity to ensure that the enhanced wetland areas are free of exotic vegetation (as currently defined by the FISC) immediately following maintenance, and that exotic and nuisance species constitute no more than five percent of total combined cover and do not dominate any one section within the preserve between treatment events. The preserves will be maintained to ensure that the target habitat types and success criteria as outlined in this mitigation and monitoring plan area are maintained in perpetuity.

With prescribed fire or mechanized methods, the conservation areas will be managed to control excessive ground cover and sub-canopy growth to enhance wildlife use. The objective of prescribed burning, or mowing and mechanized thinning, will be to aid in the control of exotic vegetation, vines, and woody shrubs (i.e., wax myrtle and Carolina willow); reduce fuel loads and the danger of wildfire; stimulate the growth and diversity of herbaceous vegetation; and improve wildlife habitat. The ability to implement prescribed fire will be dependent upon the ability to secure the appropriate permits.

Brightshore Village
Wetland Mitigation
Adaptive Management Plan

Figure 1
Project Location

Brightshore Village
Wetland Mitigation
Adaptive Management Plan



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239.403.6700
Pen-Eng.com
Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT: BRIGHTSHORE VILLAGE

TITLE: PRESERVE LOCATION MAP

CLIENT: 1 HOGAN FARMS, LLC

SEC: 4, 5, 6, 7, 8, 9 TWP: 49	RGE: 29
Designed by:	BRUCE LAYMAN
Drawn by:	IVAN TORRES
Date:	JANUARY 2023
Drawing Scale:	1" = 5000'
Project Number:	P-ABCP-009
File Name:	P-ABCP-009-001-X28-1.dwg
Sheet ID:	X28-1
Sheet Number:	01 of 03

Figure 2
Mitigation Design

Brightshore Village
Wetland Mitigation
Adaptive Management Plan

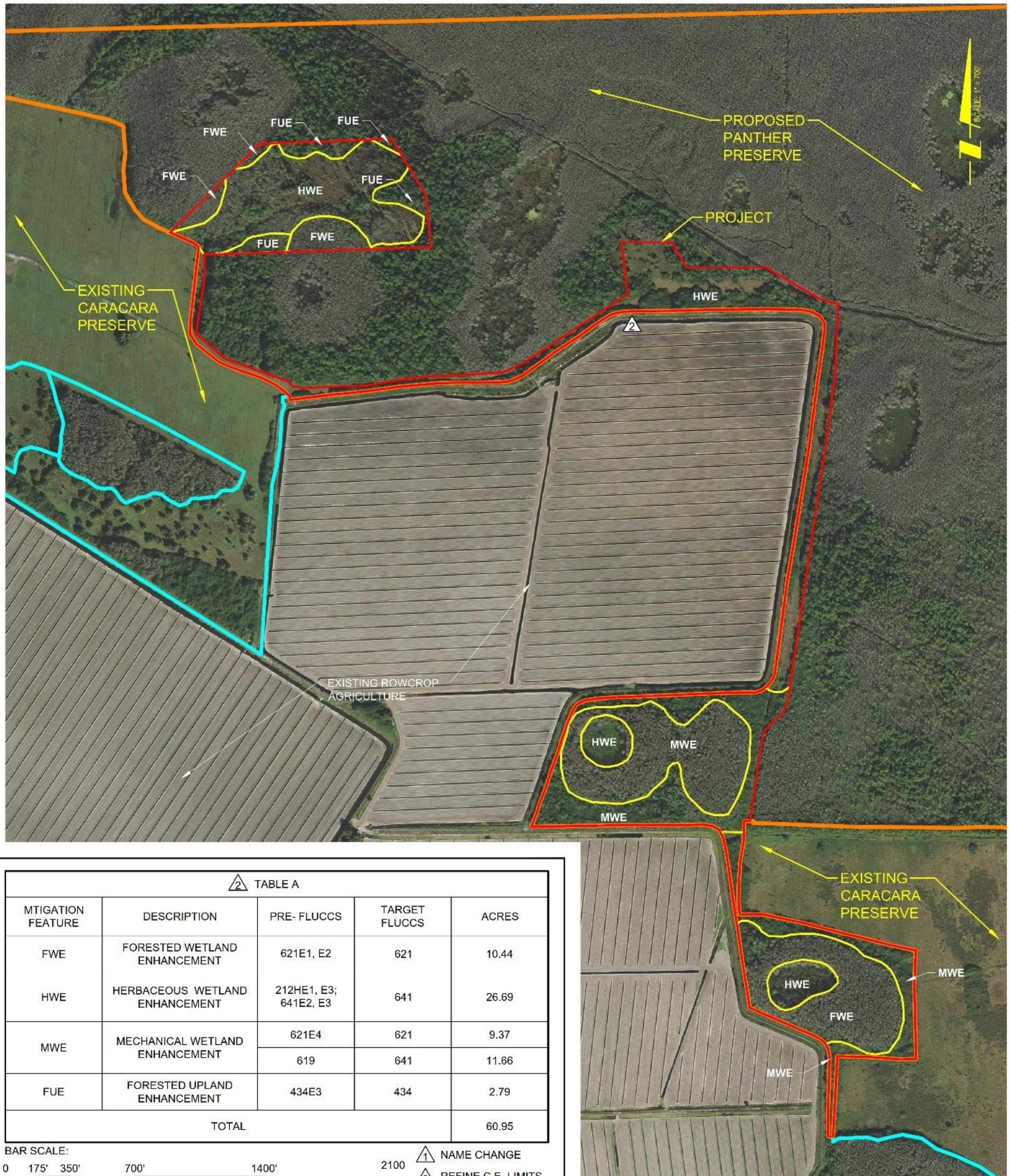

TABLE A

MTIGATION FEATURE	DESCRIPTION	PRE- FLUCCS	TARGET FLUCCS	ACRES
FWE	FORESTED WETLAND ENHANCEMENT	621E1, E2	621	10.44
HWE	HERBACEOUS WETLAND ENHANCEMENT	212HE1, E3; 641E2, E3	641	26.69
MWE	MECHANICAL WETLAND ENHANCEMENT	621E4	621	9.37
		619	641	11.66
FUE	FORESTED UPLAND ENHANCEMENT	434E3	434	2.79
TOTAL				60.95

BAR SCALE:
0 175' 350' 700' 1400' 2100

1 NAME CHANGE
2 REFINE C.E. LIMITS

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Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT: BRIGHTSHORE VILLAGE

TITLE: MITIGATION MAP

CLIENT: 1 HOGAN FARMS, LLC

SEC: 4, 5, 6, 7, 8, 9 TWP: 49	RGE: 29
Designed by:	BRUCE LAYMAN
Drawn by:	IVAN TORRES
Date:	JANUARY 2023
Drawing Scale:	1" = 700'
Project Number:	P-ABCP-009
File Name:	P-ABCP-009-001-X28-2.dwg
Sheet ID:	X28-2
Sheet Number:	02 of 03

Figure 3
Monitoring Design

Brightshore Village
Wetland Mitigation
Adaptive Management Plan

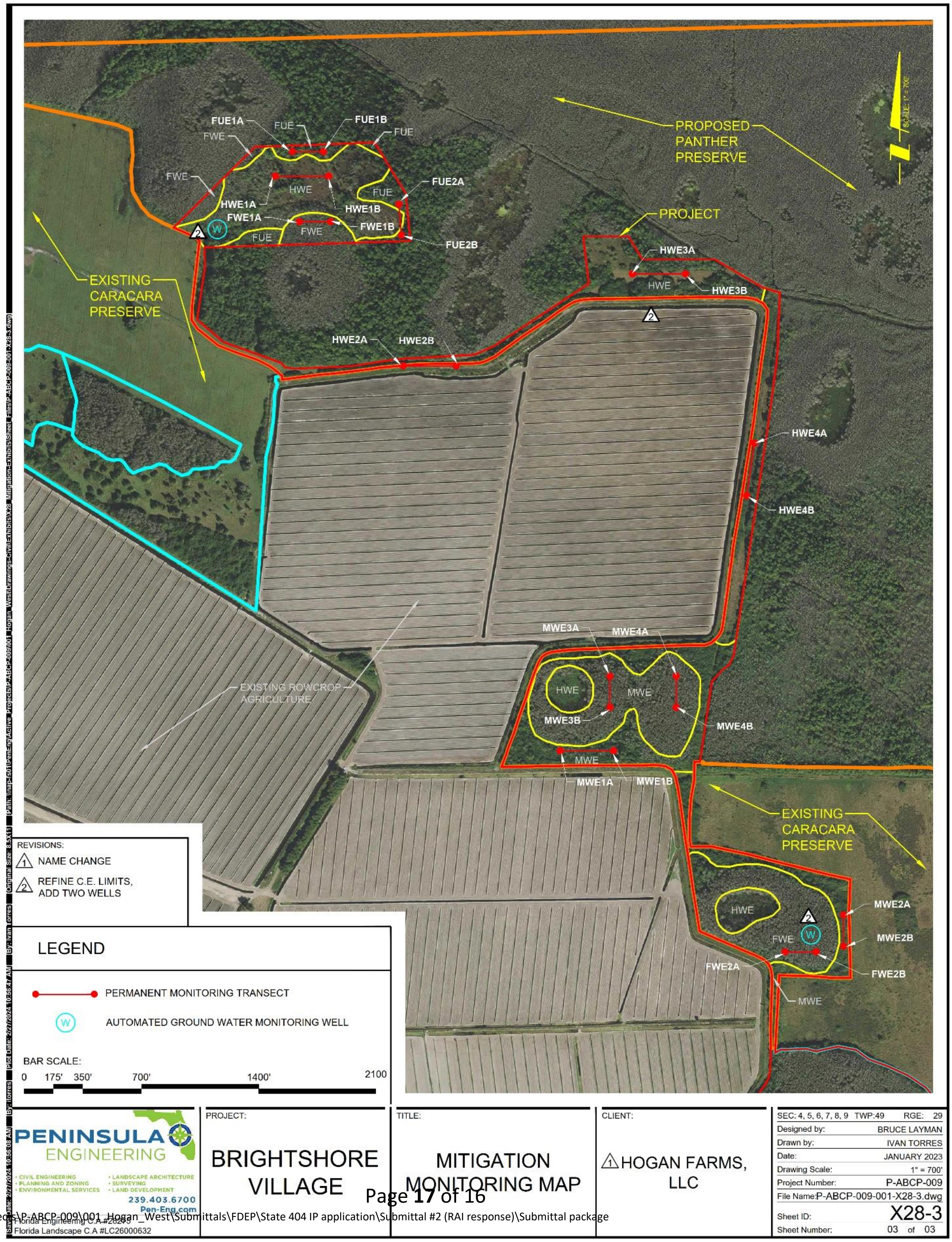

EXHIBIT 9

Brightshore Community Development District
Cash Flow
January 31, 2025

	Total
Revenue	
1363116 Off Roll Assessments (1/2 through 12/31/24)	$ 71,987.50
Total Revenue	$ 71,987.50
Expenditures	
1100000 Administrative	
1512100 Management Consulting Services	$ 8,000.00
1513014 Website Hosting & Management	2,196.00
1513020 Office Expense	0.00
1513048 District Filing Fee	175.00
1513055 Legal Advertising	1,176.08
1513070 Auditing Services	0.00
1513075 Accounting Services	1,200.00
1513080 Engineering Services	420.00
1513081 Engineering Services - Bond Validation	0.00
1513085 Master Engineers Report - Bond Validation	0.00
1513100 Insurance- General Liability	5,200.00
1514010 Legal Services	4,994.41
1514011 Legal Services - Bond Validation	0.00
1514012 Legal Services - Series 2023 Construction	4,374.00
Total 1100000 Administrative	$ 27,735.49
Total Expenditures	$ 27,735.49
Net Revenue	$ 44,252.01

BRIGHTSHORE CDD BUDGET TO ACTUAL THROUGH 1/31/2025

FY 2023-2024 Budget Line Item	FY 2024-2025 Budget	Cash Flow (1/31/25)	Remaining (9/30/25)
ADMINISTRATIVE			
Management Consulting Services	$30,000.00	$8,000.00	$22,000.00
Lien Book, MBS Capital, Tax Collector, U.S. Bank	0.00	0.00	0.00
Assessment Roll Prep for Property Appraiser	0.00	0.00	0.00
Office Supplies / Miscellaneous	500.00	0.00	500.00
Master Assesssment Methodology Report	0.00	0.00	0.00
Accounting Services/On-Line QB Subscription	6,000.00	1,200.00	4,800.00
Auditor	5,000.00	0.00	5,000.00
DAO Insurance	6,800.00	5,200.00	1,600.00
Legal Advertising	7,500.00	1,176.08	6,323.92
State Filing Fee	175.00	175.00	0.00
Legal Services	20,000.00	4,994.41	15,005.59
Legal Services - Bond Validation	0.00	0.00	0.00
Legal Services - Construction	10,000.00	4,374.00	5,626.00
Engineering Services	30,000.00	420.00	29,580.00
Engineering Services - Bond Validation	0.00	0.00	0.00
Website Design and Hosting	3,000.00	2,196.00	804.00
FIELD OPERATIONS			
Offsite Mitigation Maintenance	25,000.00	0.00	25,000.00
	$143,975.00	$27,735.49	$116,239.51

BRIGHTSHORE CDD BALANCE SHEET THROUGH 1/31/25

	Total
ASSETS	
Current Assets	
Bank Accounts	
1101000 Checking	$54,814.30
Total Bank Accounts	$54,814.30
TOTAL ASSETS	$54,814.30
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	$0.00
Total Current Liabilities	$0.00
Total Liabilities	$0.00
Equity	
Retained Earnings	$5,362.29
Net Revenue	$49,452.01
Total Equity	$54,814.30
TOTAL LIABILITIES AND EQUITY	$54,814.30

EXHIBIT 10

Brightshore Community Development District Earthwork & Paving Bid Package Evaluation Committee					
January 30, 2025					
	Points	South FL Excavation Inc.	Earth Tech Enerprises	Capling Leveling Inv.	Bonness Inc.
Preliminary Requirements	Pass / Fail	Pass	Pass	Pass	Pass
Experience	25	20	25	25	25
Personnel & Equipment	25	25	25	25	25
Financial Capacity	10	10	10	10	10
Price	15	5	6	15	6
Price Reasonableness	10	8	10	9	9
Schedule	15	0	15	15	15
Total Score:	100	68	91	99	90

EXHIBIT 11

RESOLUTION 2025-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE AWARD OF THE REQUEST FOR PROPOSALS FOR IMMOKALEE ROAD TURN LANE CONSTRUCTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brightshore Community Development District (the "District"), a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida, has competitively solicited proposals from contractors interested in providing services for the District regarding its Immokalee Road Turn Lane Construction (the "Services"); and

WHEREAS, the District's Board of Supervisors (the "Board") previously elected in the best interests of the District to competitively solicit a request for proposals (the "RFP") for the Services in accordance with the District's Rules of Procedure to allow the District to make an award of bid to the most responsive and responsible contractor based upon the evaluation criteria contained in the project manual for the RFP, as the same may be amended and supplemented via addendums (the "Project Manual"); and

WHEREAS, the District has received and evaluated proposals from four (4) contractors interested in providing the Services; and

WHEREAS, after review and consideration of the proposals received by the District, the Board hereby determines to award _____ points to Capling Leveling, Inc., _____ points to Earth Tech Enterprises, Inc., _____ points to Bonness, Inc., and _____ points to South Florida Excavation, Inc. based upon the evaluation criteria found in the RFP; and

WHEREAS, the Board hereby determines its intent to award the bid to, and subsequently enter into a contract for Services with__________________. as the most responsive, responsible proposer in accordance with the terms of the RFP.

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

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The response of _________________is the proposal which is the most responsive and responsible and which best serves the interests of the District.

SECTION 3. It is the intent of the District's Board to award the bid to ______________ and enter into a contract for the Services in accordance with the terms and conditions of the RFP and the Project Manual.

SECTION 4. Notice of this award of bid shall be given to all proposers in accordance with the District's Rules of Procedure, RFP and the Project Manual. The District's Chairman and Vice Chairman, members of the Board and staff of the District are hereby authorized to take such further actions as are necessary to ensure the expeditious execution of a contract for the Services.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of February, 2025.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

____
Secretary / Assistant Secretary

____
Chairperson, Board of Supervisors

EXHIBIT 12

EXHIBIT "A" TO FIFTH AMENDMENT

FILL, REIMBURSEMENT AND ESCROW AGREEMENT

[RE: Brightshore / Taylor Morrison]

[Excess Fill / Pedestrian Bridge / Shared Lift Station]

THIS FILL, REIMBURSEMENT AND ESCROW AGREEMENT (this "Agreement") is made and entered into as of ___________________ ___, 2025 (the "Effective Date"), by and among BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (the "CDD"), Taylor Morrison of Florida, Inc., a Florida corporation ("Buyer" or "Builder"), and COLLIER INSURANCE AGENCY, LLC, a Florida limited liability company ("Escrow Agent"), and is joined by Hogan Farms, LLC, a Florida limited liability company ("Seller") for the limited purpose expressly set forth hereinbelow. For purposes of this Agreement, CDD, Buyer and Escrow Agent are each a "Party" and collectively are the "Parties".

WITNESSETH:

WHEREAS, simultaneously herewith, pursuant to that certain Purchase and Sale Agreement with an effective date of July 22, 2024 between Seller and Buyer as amended by that certain First Amendment to Purchase and Sale Agreement dated as of September 10, 2024, that certain Second Amendment to Purchase and Sale Agreement dated as of November _____ 2024, as further amended by Third Amendment to Purchase and Sale Agreement dated on or about November 22, 2024, and Fourth Amendment to Purchase and Sale Agreement dated as of November 25, 2024, and Fifth Amendment to Purchase and Sale Agreement dated as of December ____, 2024 (collectively, the "Purchase Agreement"), Buyer has purchased certain land from Seller located in the Naples, Florida the legal description of which is attached hereto as **Exhibit "A"** (the "Property"), to be developed as a residential neighborhood in the *Brightshore* village (the "Village") in Collier County, Florida, and

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

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

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

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

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

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

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

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

(d) "CDD's Work" means, for purposes of this Agreement, the design, permitting, supervision and construction of the Pedestrian Bridge and Lift Station Work, in accordance with the CDD's Plans, as well as the construction of the Ring Lake.

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

(f) "CDD's Plans" shall mean those certain plans and specifications required for the construction of the CDD's Work, as identified on sheet _____ of the Master Site Plan Exhibit attached hereto (as to the Lift Station Work and as identified on sheet _____ of the Master Site Plan Exhibit attached hereto (as to the Pedestrian Bridge Work), and as may reasonably be amended by CDD from time to time in response to field conditions and/or requirements of Permits or governmental agencies. Buyer shall have the right to review and approve any changes to the Plans that affect the Property, such approval to not be unreasonably withheld, conditioned nor delayed.

(g) "District Permit" shall mean and refer to SFWMD ERP Permit 11-109367-P.

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

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

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

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

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

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

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

(o) "Pedestrian Bridge Reimbursement Cap" shall mean and amount equal to $352,809.00.

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

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

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

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

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

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

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

3. **CDD's Work Construction; Target Completion Date.** CDD shall cause the construction of the CDD's Work to be continuous and without interruption (subject to force majeure and other delays not within the reasonable control of the CDD nor its contractors); and performed in a good and workmanlike manner and will endeavor to achieve CDD's Work Completion for phase 1 of the Lake Embankment Work ("Phase 1 Fill Work") by no later than January 1, 2027 and will endeavor to achieve CDD's Work Completion for phase 2 of the Lake Embankment Work ("Phase 2 Fill Work") by no later than April 1, 2028; will endeavor to achieve CDD's Work Completion for the Pedestrian Bridge by no later than July 1, 2027 and will endeavor to achieve CDD's Work Completion for the portions of the Ring Lake adjacent to the Property by no later than April 1, 2028.

4. **Excess Fill.**

(a) Buyer agrees that, except as set forth in this Agreement, Buyer shall have no ownership or other rights to any fill generated by the performance of CDD's Work; however, if the CDD determines (in the CDD's sole discretion) that the CDD will generate excess fill as a result of such dredging and site-work activities, then the CDD will make such fill available to Buyer and the other builders in the Village (and if there is not enough excess Fill to satisfy the amount of Fill desired by all Builders, then such excess Fill will be allocated and sold on a pro-rata basis (based on the number of units that each Builder is expected to build within the Village divided by the total number of residential units that all Builders are expected to build within the Village); however, as a condition of using any of such excess fill, Buyer shall be obligated to reimburse the CDD for the same (at such times an in such manner as set forth hereinbelow), based on the CDD's cost to excavate and deliver such fill to the Property (which, for the avoidance of doubt, will include the contract pricing in the CDDs's approved construction contract plus a ten percent (10%) construction management and accounting fee payable to the CDD.

(b) With respect to the Phase 1 Fill Work, Buyer hereby confirms to the CDD that as of the date of this Agreement, Buyer desires to purchase up to 53,602 cubic yards of available excess fill from the CDD and the CDD warrants to Buyer that there will be sufficient excess fill from the CDD to satisfy Buyer's fill requirements for the Property . Buyer shall pay the CDD for the Fill purchased pursuant to this Sub-Section (b) as the CDD causes such excess Fill to be delivered to and stockpiled at the Property (at a location selected by the Buyer and reasonably acceptable to the CDD). As the CDD delivers excess Fill to the Property pursuant to this sub-section, the CDD will invoice the Buyer (but not more frequently than monthly), and Buyer shall remit payment to the CDD by no later than twenty (20) days after receiving each applicable invoice.

(c) Intentionally Deleted.

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

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

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

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

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

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

(d) in conjunction with making a disbursement for each monthly Bridge and Park Payment Request, the Escrow Agent shall also (concurrently therewith) make a disbursement from the Bridge and Park Escrow Funds to the CDD in the amount of 10% of the applicable Bridge and Park Payment Request, as a construction management and accounting fee paid to the CDD (which, for the avoidance of doubt, is in addition to the general contractor's fee payable to the CDD's contractor);

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

(f) Upon the CDD's Work Completion of the Pedestrian Bridge Work, any remaining Bridge Escrow Funds shall be promptly returned by Escrow Agent to Buyer.

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

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

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

(c) as the CDD receives monthly draw requests from its contractor, the CDD will deliver a copy of each draw request to Buyer, Seller and Escrow Agent, and upon receipt of such draw request the Escrow Agent shall be authorized (without further notice to or consent from any other party) to make a disbursement from the Lift Station Escrow Funds – directly to the CDD's contractor – in an amount equal to the Buyer's Share of the amount required by the applicable draw request;

(d) in conjunction with making a disbursement for each monthly draw request, the Escrow Agent shall also (concurrently therewith) make a disbursement from the Lift Station Escrow Funds to the CDD in the amount of 10% of the Buyer's Share of the applicable draw request, as a construction management fee paid to the CDD (which, for the avoidance of doubt, is in addition to the general contractor's fee payable to the CDD's contractor);

(e) if at any time the CDD reasonably determines that the Buyer's Share of the cost of completing the Lift Station work exceeds the remaining balance of the Lift Station Escrow Funds, the CDD shall notify Buyer and Buyer shall replenish the escrow funds by no later than 10 days after receipt of such notice from the CDD;

(f) Upon completion of the Lift Station work by the CDD, any remaining Lift Station Escrow Funds shall be returned to Buyer.

7. **Reserved.**

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

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

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

To CDD:

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

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

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

If intended for Escrow Agent: Collier Insurance Agency, LLC
Attn: Brad Stockham
2600 Golden Gate Parkway
Naples, FL 34105
Phone: 239-262-2600
bstockham@barroncollier.com

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

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

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

[***Signatures on Following Pages***]

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

CDD:

CDD:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 189,
located in Collier County, FL

By:__________________________________
Print Name:___________________________
Title:_________________________________

ATTESTATION OF DISTRICT MANAGER:

By:___________________________________
___________________, District Manager

SELLER:

Hogan Farms, LLC

By:_________________________
Print Name:__________________
Title:________________________

[***Signatures Continued on Next Page***]

BUYER:

Taylor Morrison of Florida, Inc.

By:_______________________________
Print Name:________________________
Title:_____________________________

By:_______________________________
Print Name:________________________
Title:_____________________________

[***Signatures Continued on Next Page***]

"**ESCROW AGENT**"

COLLIER INSURANCE AGENCY, LLC

By: ______________________________________
Print Name: ________________________________
Title: _____________________________________

Date: _____________________________________

<u>EXHIBIT “A”</u>

Property

EXHIBIT 13

EARLY WORK PERFORMANCE AGREEMENT

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

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

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

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

1. Developer agrees to comply with the Early Work Regulations and the Early Work Permit (the "Early Work").

2. Developer herewith tenders its early work performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of $86,200.00.

3. In the event of default by Developer or failure of Developer to complete the Early Work within the time required by the Early Work Regulations and Early Work Permit, Collier County, may call upon the early work performance security to insure satisfactory completion of the Early Work.

4. The Early Work shall not be considered complete until Developer notifies the County that the Early Work is complete and the final Early Work is reviewed and approved by the County Manager or designee for compliance with the Early Work Regulations.

5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Early Work is complete, either: a) notify Developer in writing of his approval of the Early Work; or b) notify Developer in writing of his refusal to approve the Early Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Early Work.

6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the early performance security to secure satisfactory completion, repair and maintenance of the Early Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the Early Work. The Developer, as principal under the early performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and

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

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

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

SIGNED IN THE PRESENCE OF:

Sign:

____

Printed Name

Sign:

____

Printed Name

Brightshore Community Development District

By:_________________________

Nick Casalanguida
Chairman

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By:_________________________

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

Approved as to form and legality:

____

Derek D. Perry
Assistant County Attorney

EXHIBIT 14

Notice of Public Meeting for Bid Opening

A public meeting to open bids will be held on **March 21, 2025, at 11:00 a.m.** at 2600 Golden Gate Parkway, Naples, Florida, 34105. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Russ Weyer, at 707 Orchid Drive, Suite 100, Naples, Florida 34102, (239) 269-1341. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

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 five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

EXHIBIT 15

Notice of Public Meeting for Evaluation Committee

A public meeting of the District's evaluation committee will be held on **April 11, 2025, at 9:00 a.m**. at 2600 Golden Gate Parkway, Naples, Florida, 34105. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of evaluating the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Russ Weyer, at 707 Orchid Drive, Suite 100, Naples, Florida 34102, (239) 269-1341. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

EXHIBIT 16

Integra Realty Resources
Southwest Florida

2770 Horseshoe Drive South
Suite 3
Naples, FL 34104

T 239.643.6888
F 239.643.6871
www.irr.com

PROPOSAL/ENGAGEMENT LETTER

January 24, 2025

Brightshore Community Development District
c/o Russ Weyer
Real Estate Econometrics, Inc.
707 Orchid Drive Suite 100
Naples, FL 34102
239) 269-1341

Email: Rweyer@ree-i.com

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
Brightshore Community Development District
21005 Immokalee Road
Naples, Collier County Florida (the "Subject Property")

Dear Mr. Weyer:

Upon your acceptance of this letter agreement, Integra Realty Resources –Southwest Florida ("IRR – Southwest Florida"), will prepare an appraisal of the Subject Property.

The purpose of the appraisal is to estimate the market value of the fee simple estate in the subject property development land in its as is condition, unimproved land which consists of man made drainage and landscape areas and, and wetlands conservation areas within the Brightshore Community Development District parent tract.

The intended use of the appraisal is to assist the client with a transfer to the CDD. The report may not be used for any other purpose. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not analyzed the property within the past three years.

In accordance with our correspondence, the scope of this assignment will require IRR – Southwest Florida consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis and preparation of the report.

The appraisal will be communicated in a summary report. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

The fee for this assignment will be $4,000 with delivery within three weeks. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed.

If required, post analysis services which include testimony at any court hearings, additional valuation scenarios, review of the opposition expert's report(s), additional research and conference calls or meetings with any party which exceed the time allotted for an assignment of this nature. Court appearances, expert witness testimony, etc., will be billed at an hourly rate of $300.00/hour plus travel expenses for MAI's and principal appraisers and $90-$250/hour for associate appraisers depending on their background and experience.

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, Integra City and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in our marketing materials, database and derivative products so long as your identity is kept confidential. You agree that all data already in the public domain may be utilized on an unrestricted basis.

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – SOUTHWEST FLORIDA

Carlton J Lloyd, MAI
Florida State-Certified General Real Estate Appraiser RZ#2618
Senior Managing Director-Southwest Florida

Attachments

AGREED & ACCEPTED THIS Jan 24, 2025 ____________.

BY:

G. Russell Weyer
box SIGN 4PZ9QZLY-46X9JPP2
AUTHORIZED SIGNATURE

G. Russell Weyer
NAME (PRINT)

ATTACHMENT I

ASSUMPTIONS & LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
11. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
12. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
13. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
14. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
15. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
16. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
17. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial

ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

18. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
19. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
20. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
21. Integra – Southwest Florida is not a building or environmental inspector. Integra - Southwest Florida does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
22. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
23. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – Southwest Florida, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
24. Integra – Southwest Florida, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided.

Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

25. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

26. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future. As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

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