

Brightshore Community Development District

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

November 11, 2024

Board of Supervisors
Brightshore Community Development District

Dear Board Members:

The General Meeting and Public Hearing of the Board of Supervisors of the Brightshore Community Development District will be held on **Monday, November 11, 2024, 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

None to be considered at this time.

ORGANIZATIONAL MATTERS

3. Consideration of the Following Organizational Matters:

- | | | |
|----|--------------------------|-----------|
| A. | Affidavit of Publication | Exhibit 1 |
|----|--------------------------|-----------|

BUDGETARY MATTERS

4. Consideration of the Following Budgetary Matters:

- | | | |
|----|--|-----------|
| A. | Consideration of October 31, 2024 Financial Statements | Exhibit 2 |
|----|--|-----------|

CONSTRUCTION MATTERS

5. Consideration of the Following Construction Matters:

- | | | |
|----|---|-----------|
| A. | Consideration of the Acquisition Agreement | Exhibit 3 |
| B. | Consideration of the Construction Funding Agreement | Exhibit 4 |
| C. | Consideration of the Personnel Leasing Agreement | Exhibit 5 |
| D. | Consideration of the Architectural Agreement | Exhibit 6 |

- | | | |
|----|--|------------|
| E. | Consideration of Engineering Agreement | Exhibit 7 |
| F. | Consideration of the Brightshore East Entrance RFP Package | |
| 1. | Evaluation Committee | Exhibit 8 |
| 2. | Evaluation Criteria | Exhibit 9 |
| 3. | Project Scope | Exhibit 10 |
| 4. | Schedule | Exhibit 11 |

FINANCING MATTERS

6. Consideration of the Following Financing Matters:

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

6. Other Business

7. Staff Reports

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

8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

EXHIBIT 1

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
Cash Flow
October 1, 2024

	<u>Total</u>
Revenue	
1363116 Off Roll Assessments (1/2 through 3/31/24)	\$ 71,987.50
Total Revenue	<u>\$ 71,987.50</u>
Expenditures	
1100000 Administrative	
1512100 Management Consulting Services	\$ 2,000.00
1513014 Website Hosting & Management	1,899.00
1513020 Office Expense	0.00
1513048 District Filing Fee	175.00
1513055 Legal Advertising	268.56
1513070 Auditing Services	0.00
1513075 Accounting Services	499.00
1513080 Engineering Services	0.00
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	0.00
1514011 Legal Services - Bond Validation	0.00
1514012 Legal Services - Series 2023 Construction	0.00
Total 1100000 Administrative	<u>\$ 10,041.56</u>
Total Expenditures	<u>\$ 10,041.56</u>
Net Revenue	<u><u>\$ 61,945.94</u></u>

BRIGHTSHORE CDD BUDGET TO ACTUAL THROUGH 10/31/2024

FY 2023-2024 Budget Line Item	FY 2023-2024 Budget	Cash Flow (10/31/24)	Remaining (9/30/25)
ADMINISTRATIVE			
Management Consulting Services	\$30,000.00	\$2,000.00	\$28,000.00
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 Assessment Methodology Report	0.00	0.00	0.00
Accounting Services/On-Line QB Subscription	6,000.00	499.00	5,501.00
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	268.56	7,231.44
State Filing Fee	175.00	175.00	0.00
Legal Services	20,000.00	0.00	20,000.00
Legal Services - Bond Validation	0.00	0.00	0.00
Legal Services - Construction	10,000.00	0.00	10,000.00
Engineering Services	30,000.00	0.00	30,000.00
Engineering Services - Bond Validation	0.00	0.00	0.00
Website Design and Hosting	3,000.00	1,899.00	1,101.00
FIELD OPERATIONS			
Offsite Mitigation Maintenance	25,000.00	0.00	25,000.00
	\$143,975.00	\$10,041.56	\$133,933.44

BRIGHTSHORE CDD BALANCE SHEET THROUGH 7/31/24

ASSETS	Total
Current Assets	
Bank Accounts	
1101000 Checking	\$73,007.23
Total Bank Accounts	\$73,007.23
TOTAL ASSETS	\$73,007.23
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	\$67,644.94
Total Equity	\$73,007.23
TOTAL LIABILITIES AND EQUITY	\$73,007.23

EXHIBIT 3

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, with an address of 2600 Golden Gate Parkway, Naples, Florida 34105 (**“Landowner”**); and

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, with a mailing address of c/o Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102 (**“District”**).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of Collier County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, earthwork and water management, roadway improvements (onsite and offsite), utilities (potable water, sanitary sewer, and irrigation), landscape, signage and lighting, amenity and central park, entry features, bridges and gate house, public park and trail, offsite mitigation, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is the owner of lands within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the **“Project”** and as detailed in the *Master Engineer’s Report*, dated December 11, 2023 (**“Engineer’s Report”**), attached to this Agreement as **Exhibit A**, and supplemental reports as may be adopted from time to time; and

WHEREAS, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (**“Bonds”**); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (**“Work Product”**); or (ii) construction and/or installation of the improvements comprising the Project (**“Improvements”**); and

WHEREAS, the District acknowledges the Landowner's need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Landowner has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Landowner and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ADVANCED FUNDING. Prior to the issuance of the Bonds, the Landowner may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. The funds ("**Advanced Funds**") shall be placed in the District's depository as determined by the District, and shall be repaid to the Landowner solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

3. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain design or construction contracts. Such acceptance is predicated upon, at minimum, (i) each contractor providing a bond in the form and manner required by section 255.05, Florida Statutes, as amended, or Landowner providing adequate alternative security in compliance with section 255.05, Florida Statutes, if required; (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, Florida Statutes, if any; and (iii) waiving any and all claims against the District arising as a result of or connected with such assignment. Landowner hereby indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District by any contractors, subcontractors, sub-subcontractors, materialmen, and others providing labor or services in conjunction with each such contract and including claims by members of the public, in each case only as such claims relate to the period of time prior to the District's acceptance of the assignment.

4. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by

this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Landowner agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").
- c. ***Conveyances on "As Is" Basis***. Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Landowner agrees to assign, transfer and convey to the District any and all rights the Landowner may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. ***Right to Rely on Work Product and Releases*** – The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and

copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Landowner shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

- e. ***Transfers to Third Party Governments; Payment for Transferred Property*** – If any item acquired is to be conveyed to a third-party governmental body, then the Landowner agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Landowner shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.
- f. ***Permits*** – The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any improvements conveyed pursuant to this Agreement.
- g. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits

and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

5. CONVEYANCE OF REAL PROPERTY. The Landowner agrees that it will convey, or cause to be conveyed, to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Landowner.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and, in such cases, shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Landowner Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, the Landowner shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands

which remain in Landowner's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Landowner agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Landowner shall pay all costs and expenses associated with such actions.

6. TAXES, ASSESSMENTS, AND COSTS.

- a. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. *Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Landowner covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Landowner fails to make timely payment of any such taxes, assessments, or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making

such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

- c. ***Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

7. ACQUISITIONS AND BOND PROCEEDS. The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Landowner is in default on the payment of any debt service assessments due on any property owned by the Landowner, or is in default under any agreements between the Landowner and the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and reimburse Advanced Funds, and, thus does not make payment to the Landowner for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Landowner acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

8. CONTRIBUTIONS. In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("**Assessment Report**"), and prior to the issuance of the Bonds, the Landowner may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Landowner agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum

requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

9. IMPACT FEE CREDITS. [RESERVED.]

10. UTILITY CONNECTION FEES. [RESERVED.]

11. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Landowner and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Landowner shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

12. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. To the extent helpful or necessary to clarify acquisition of components of any portion of the Project, the Parties contemplate there may be future amendments to this Agreement.

14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

15. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded

as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

16. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld. Such consent shall not be requirement for amendments detailing acquisition of the scope of any series project.

18. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

19. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in County in which the District is located.

20. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

22. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute this *Acquisition Agreement* to be effective as of the ____ day of _____, 2024.

ATTEST:

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

HOGAN FARMS, LLC

By: _____
Its: _____

Exhibit A: *Master Engineer's Report*, dated December 11, 2023

Exhibit A

Master Engineer's Report, dated December 11, 2023

MASTER ENGINEER'S
REPORT FOR
BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT

December 11, 2023

Prepared by:



7400 Trail Boulevard
Suite 200
Naples, FL 34105

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SECTION 1 INTRODUCTION

1.1 DESCRIPTION OF BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (CDD)

Brightshore Community Development District (the "District") contains approximately 681.45 acres and is located in unincorporated Collier County. The development site is generally located directly north of the intersection of Immokalee Road, west of Everglades Boulevard and east of Redhawk Lane. Exhibit 1 depicts the general location of the development site and Exhibit 2 provides the development boundary of the District.

The District lies within Sections 18, 19 and 30, Township 47 South, and Range 28 East, Collier County, Florida. The SRA allows for up to 2,000 dwelling units, with a minimum of 10% multi-family, minimum 10% single family detached, and minimum 10% single family attached or villas. The current development program within the District will consist of 1,250 single-family residential units, 240 multi-family residential units, and 350 apartment residential units for a total of 1,840 units, along with a residential amenity center, a linear park, and a village center with approximately 120,000 square feet of commercial/retail (collectively, the "Development"). Buildout of the residential component of the Development is anticipated to occur over the next 5 years (2023-2028), and buildout of the commercial/retail component of the Development is also expected to occur over the next 5 years (2023-2028).

The Stewardship Receiving Area ("SRA") allows the development of 681.5 acres. The original development plan is shown in Exhibit 3. As currently planned, the District will contain approximately 384.7 acres of area identified for residential development, 121.2 acres of water management lakes, 19.8 acres of right-of-way, 107.0 acres for the village center, 15.0 acres for the amenity center and 31.7 acres for a community park. The current Exact totals for each of the categories are subject to modification for final construction and permitting requirements. A land use summary for the property located within the District boundary, as currently planned, is presented in Table 1.

TABLE 1
LAND USE SUMMARY FOR BRIGHTSHORE CDD

<u>Type of Use</u>	<u>Acreage</u>	<u>% of Total</u>
Neighborhood General - Residential	390.6	57.31%
Right-of-Way	20.3	2.98%
Lakes	97.6	14.32%
Neighborhood General - Amenity	15.7	2.30%
Village Center	106.7	15.66%
Community Park	31.7	4.65%
Open Space/Buffers	18.9	2.77%
TOTAL	681.5	100.0%

1.2 AUTHORIZATION

Agnoli, Barber & Brundage, Inc., ("Engineer"), prepared this Master Engineer's Report ("Report") pursuant to the authorization of the Board of Supervisors of the Brightshore Community Development District.

1.3 PURPOSE AND SCOPE

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

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

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

1.4 THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

The District was established by Collier County Ordinance No. 2022-50 (the "Establishment Ordinance"). The Establishment Ordinance was adopted on December 12, 2022, and became effective December 22, 2022. The District was established in accordance with Chapter 190, Florida Statutes, and created in order to plan, finance, construct, acquire, operate, and maintain infrastructure for the benefit of the District's landowners. The District has been granted the power to borrow money and issue bonds for the purpose of constructing and acquiring the Project. The District has the power to levy and impose assessments, rates, and charges to pay for the construction, acquisition, and continued operation and maintenance of the Project.

SECTION 2 DISTRICT BOUNDARY AND PROPERTIES SERVED

2.1 PROPERTY BOUNDARY

Exhibit 1 delineates the boundary of the District. Appendix A contains a legal description of the District boundary. The District is located in unincorporated Collier County Florida north of Immokalee Road, west of Everglades Boulevard, and east of Redhawk Lane. The property is zoned Agricultural (AG) and is within the Rural Land Stewardship Area Overlay (RLSAO) and has been approved as a Stewardship Receiving Area (SRA) by Collier County Resolution 2022-209. The adjacent property to the west is zoned Agricultural (AG) and is designated as Neutral Lands in the Rural Fringe Mixed Use Overlay District. The adjacent property to the north and east is zoned Agricultural (AG) and is within the Rural Land Stewardship Area Overlay (RLSA) and have been designated a Stewardship Sending Area as a combination of a Water Retention Area, Flow-way Stewardship Area, and Habitat Stewardship Area. The property to the south is zoned Estates (€).

2.2 DESCRIPTION OF PROPERTY SERVED

The District is located within a portion of Sections 18, 19 and 30, Township 47 South, Range 28 East, Collier County, Florida. Current usage of the site is for tomato farming operations. A water use permit from South Florida Water Management District ("SFWMD") was first issued in 1978 for irrigation purposes. The site was also previously used for farming to produce small vegetables.

2.3 EXISTING INFRASTRUCTURE

There are currently no existing Collier County water or sewer facilities within the District boundary. Potable water is obtained with the use of a private well. A septic tank system is used for wastewater disposal. An existing asphalt driveway at the southeast corner of the site provides access to Immokalee Road. Dirt roads are present throughout the site for vehicle and equipment use.

Other utilities which are proposed to serve the District include: Lee County Electric Cooperative ("LCEC") (electric), CenturyLink (telephone), and cable television. In addition, water and sewer will be provided by Collier County Water Sewer District. Facilities are currently available in the vicinity of the site to serve the project needs. All utilities are either available to the property or will be extended to the project during the development of the infrastructure.

There is no surface water management system onsite; the farm operations pre-date any permit requirements to do so.

EXHIBIT 1

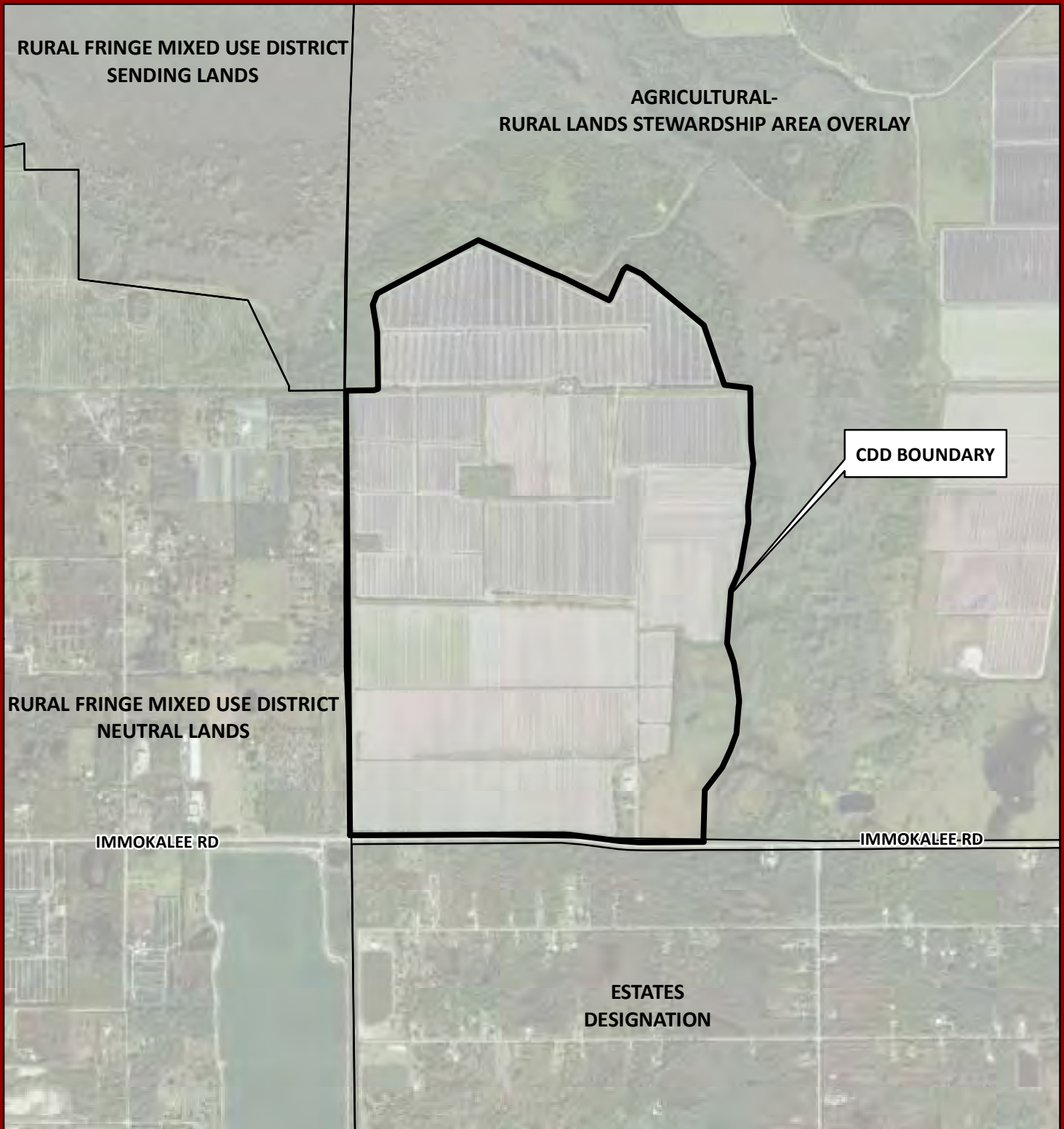
Location Map



BRIGHTSHORE VILLAGES
LOCATION MAP

EXHIBIT 2

CDD Boundary



BRIGHTSHORE VILLAGE
CDD BOUNDARY

EXHIBIT 3

Proposed Development Plan - Original



**BRIGHTSHORE VILLAGE
PROPOSED DEVELOPMENT PLAN
ORIGINAL**

EXHIBIT 4

Proposed Development Plan – Current (Subject to Change)



BRIGHTSHORE VILLAGE
PROPOSED DEVELOPMENT PLAN
CURRENT

SECTION 3 PROPOSED DISTRICT INFRASTRUCTURE

3.1 SUMMARY OF THE PROPOSED DISTRICT INFRASTRUCTURE

With the adoption of the Establishment Ordinance, thereby granting the petition to form the District, the Board of County Commissioners of Collier County, Florida authorized the District, through its Board of Supervisors, to manage and finance basic infrastructure for the special benefit of the landowners and residents of the District. This infrastructure, under section 190.012(1), Florida Statutes, includes basic urban systems, facilities, and services. In accordance with the enabling legislation, the District will fund the construction and/or acquisition of certain infrastructure improvements for the benefit of landowners and residents of the District including, but not limited to, the following:

- A. Earthwork and Water Management
- B. Roadway Improvements (Onsite and Offsite)
- C. Utilities (Potable Water, Sanitary Sewer, and Irrigation)
- D. Landscape, Signage and Lighting
- E. Amenity and Central Park
- F. Entry Features, Bridges and Gate House
- G. Public Park and Trail
- H. Offsite Mitigation
- I. Design/Professional Fees and Permitting

The capital improvements described in this Report represent the present intentions of the current landowner and the District. The implementation of the improvements discussed in this Report requires final approval by numerous local, state, and federal regulatory and permitting agencies. The actual improvements may vary from the improvements proposed in this Report. The cost estimates contained in this Report have been prepared based upon the best available information at the time. The actual cost of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

3.2 EARTHWORK AND WATER MANAGEMENT

Earthwork during the initial phases of development construction will consist of clearing and grubbing of the site, excavation of the storm water management lakes, construction of perimeter berms, as well as placement and grading of fill material. The material excavated from the storm water management lakes will be used for filling roadways and development tracts to raise the elevations of these areas such that they meet permit requirements as determined by the issuing agency. The presence of rock was identified in the geotechnical exploration and fill from offsite facilities may be required to supplement the onsite generated material in order to complete construction of the community. Items included within this scope of work may also include temporary sod and mulch, silt fence, erosion control, offsite fill, disposal of unsuitable materials, and rock blasting and/or rock hammering.

The surface water management system for the District will consist of excavated lakes, drainage inlets, culverts, storm drain pipes, swales, berms, mass filling and grading of development areas, and construction of water control structures necessary to capture and convey runoff from the site to the onsite lakes. The proposed lakes will be interconnected with one another and will provide the necessary water quality treatment prior to discharging offsite. The current plan contemplates multiple discharge locations.

The surface water management system will be designed in accordance with SFWMD standards and criteria. These regulations set minimum criteria for water quality treatment, as well as minimum road crown and finished floor elevations. Flood protection of habitable structures is set to a minimum peak stage elevation based on attenuation of the 100- year three-day rainfall event (or FEMA BFE + one-foot, whichever is higher), while minimum road crown elevations are based on system attenuation of the twenty-five-year, three-day rainfall event. In addition, all commercial areas are required to provide an additional 0.5-inch of dry pretreatment for water quality prior to discharge into the backbone surface water management system.

Storm water lakes shall include adequate maintenance easements around the lakes with access to a paved roadway. The District will maintain the lakes in accordance with approved permit criteria and other applicable governmental requirements.

Ditch and swale slopes shall be designed to minimize discharges so that these facilities may provide some additional water quality treatment prior to discharge. Grassed storm water treatment areas, swales and berms shall be mowed on a regular basis as part of the normal lawn maintenance of the District. Any debris that may accumulate in project lakes, ditches, or swales, or which may interfere with the normal flow of water through discharge structures and, as applicable, underdrain systems, shall be cleaned from the detention/retention areas on a regular basis.

Any erosion of the banks of project lakes, ditches or swales shall be repaired immediately. Storm water management system maintenance requirements shall include the removal of any mosquito productive nuisance plant species or invasive exotics (e.g., water lettuce, water hyacinth, cattails, and primrose willows, etc.) from the surface water system, including but not limited to; lake littoral zones, conveyance systems and inlets and catch basins.

A sediment and erosion control plan will be prepared and implemented during construction. Best management practices outlined in the Florida Department of Environmental Protection Land Development Manual will be used. Examples of these include slope and outfall protection, such as hay bales and staked silt fences, gravel construction accesses, and floating turbidity barriers. A National Pollutant Discharge Elimination System ("NPDES") permit will be required for the construction activities, which will include preparation of a Stormwater Pollution Prevention Plan ("SWPPP"). Periodic maintenance of storm water ponds will be conducted as part of the NPDES program requirement.

Refer to Appendix B for the location of the stormwater management lakes, interconnecting pipes, and stormwater outfalls.

3.3 ROADWAY IMPROVEMENTS (ONSITE-OFFSITE)

Roadways within the District are designed to provide safe, durable access through the Development. The road cross-section design is consistent with the SRA and Collier County requirements and is based on accepted and sound engineering practice. The District will undertake annual maintenance of any District-owned roadways.

Although roadways within the District will be platted as private rights-of-way, with applicable easements to allow for installation and maintenance of public and private utilities, if funded with tax-exempt bonds such roadways will be open to the public and considered public roadways. A portion of the roadways within the District are to be owned and maintained by the District while neighborhood roadways and minor commercial areas will be privately owned and maintained.

The Development will have both a main entrance and secondary entrance off Immokalee Road which is currently a two-lane undivided rural road. The entrances will either have dedicated right and left turn lanes or some other intersection treatment such as a roundabout.

Refer to Appendix B for the location of the District roadways and right-of-way.

3.4 UTILITIES

Potable water distribution, sanitary sewer collection service and effluent/reclaimed irrigation water to the District will be provided by Collier County Water Sewer District via the Northeast Water and Sewer Facilities which are located approximately four miles to the south. Currently a sixteen-inch water main, sixteen-inch force main and sixteen-inch irrigation quality ("IQ") main are under construction up to the intersection of Immokalee Road and Everglades Blvd.

Potable water for the District will be provided via the extension of the Collier County sixteen-inch water main west along Immokalee Road per the Developers Contribution Agreement ("DCA"). Connections are anticipated to be at the southeast corner of the District and at the secondary entrance to the Development, near the Collier County utility parcel.

This system will be constructed to provide adequate facilities for the Development at build-out. The water main within platted rights-of-way and/or County utility easements will be dedicated and turned over to the Collier County Water Sewer District following an inspection, certification, and final acceptance. The potable water facilities will include water mains along with necessary valves, fire hydrants, water services and facilities such as backflow preventers and air release valves.

Wastewater for the community will be provided via the extension of the Collier County force main west along Immokalee Road per the DCA. The connection is anticipated to be located at the secondary entrance to the Development, near the Collier County utility parcel.

The wastewater facilities serving the Development will include gravity collection mains with individual lot sewer services, wastewater collection pump stations, and force mains with connection to the existing Collier County Water Sewer District wastewater collection system. All force main, gravity sewer, and pump station infrastructure will be located within platted rights-of-way and/or County utility easements and will be dedicated and turned over to Collier County Water Sewer District following an inspection, certification, and final acceptance.

Irrigation for the District will be provided via the extension of the Collier County sixteen-inch IQ main west along Immokalee Road per the DCA. Connections are anticipated to be at the southeast corner of the District and at the secondary entrance to the Development, near the Collier County utility parcel.

The IQ mains and appurtenances in rights-of-way and easements will be conveyed to Collier County, while the secondary portion of the system will either be owned by the District or be private per location (in which case, such costs will not be financed by the District). Transmission and distribution lines along with necessary valves and meters will be constructed throughout the Development to deliver the irrigation water to the public landscaping and open space areas. Irrigation facilities will be located in common areas, rights-of-way, County utility easements, or specifically designated easements, where applicable.

All dry utilities (electric, telephone, cable, etc.) will be provided within a public utility easement along both sides of the internal roadways for the installation of other non-District maintained utilities.

Appendix B depicts the location of the proposed potable water main facilities, sanitary sewer mains, wastewater force main system and IQ water distribution system.

3.5 LANDSCAPE, SIGNAGE AND LIGHTING

Landscaping will be provided at the District entrances. Landscaping will consist of sod, annual flowers, shrubs, trees, ground cover, entry signage and features. In addition, the perimeter landscape berm and buffers around the Development perimeter will be constructed or acquired and maintained by the District.

Project signage will be installed at locations identified by a landscape architect and as approved by Collier County and is intended to identify the Development for navigation purposes, as well as to reflect the nature and character of the Development. All community signage within the District will be owned and maintained by the District.

Street lights will be provided via a lighting agreement which is anticipated to be with LCEC. Light pole locations will be determined based on engineering calculations and to meet Collier County lighting standards and permitting requirements. LCEC will own and maintain the street lights within the District. The District may fund related construction costs such as underground utilities.

3.6 AMENITY AND CENTRAL PARK

A centralized amenity center is planned which will encompass approximately 15.7 acres. The amenity center is anticipated to contain two main buildings which include gym, fitness, and health and wellness areas; social rooms and lounges; and a café, restaurant, and bar. The buildings are expected to be constructed in phases, with the gym, fitness, and health and wellness areas included in the first building phase. The outdoor areas adjacent to the main amenity buildings will offer multiple pools/spas, play areas, and passive open space areas. A kayak/canoe rack with a launch to the perimeter lake will also be located at the amenity center. In addition, pickleball courts, tennis courts, basketball courts, and/or bocce courts are planned. Other features anticipated are a school bus drop-off and pick-up area, and a centralized mail facility serving the residential uses within the Development.

The amenity center will require construction of utility, drainage, and pavement infrastructure (roadway and parking) to support the facility.

North of the amenity center a common park area is planned which will serve generally as a passive recreation space. There is minimal planned infrastructure within the central park area; supporting infrastructure is generally limited to golf cart parking, pathways, landscaping, and the water management lakes which lie within the park area.

3.7 ENTRY FEATURES, BRIDGES AND GATE HOUSE

Entry signage and features will be located at each entry point from Immokalee Road and at the southern corners of the Development. In addition to signage, the entry features may include decorative fixtures such as monumentation, water features, lighting, and enhanced landscaping.

Two vehicular bridges are included in the Development. The bridges will be located on each of the main north-south roadway corridors where the roadways cross the continuous perimeter lake system and will allow for recreational passage of human-powered watercraft within the lake.

Gates will be installed along with an associated gatehouse at the main entry road into the Development, located south of the amenity center. However, the entry gates will not restrict access to the public and will function as a "soft gate."

Additional gates and guardhouses may be installed at entrances to individual residential areas. Since there is no District infrastructure beyond those gates, entry would only be permitted to the residents, their guests, and other essential workers.

3.8 PUBLIC PARK AND TRAIL

The Development will include a minimum 31.7-acre passive community park along the western, northern, and eastern perimeters. The community park will be open to the public in perpetuity. The community park will include a 2.75-mile +/- trail system comprised of a 12' minimum width pathway, landscaping, and fitness stations. Two trailhead areas are planned at each terminus of the trail system (at the southwestern and southeastern ends). Both trailheads will include parking lots; and at least one trailhead will include a restroom facility and a children's playground. The trail system is intended for pedestrian/bicycle use and will not allow motorized vehicles, including, but not limited to, golf carts. Pedestrian connections from the residential areas of the Development to the community park will be provided via pedestrian bridges which would be funded privately and not part of District infrastructure.

3.9 OFFSITE MITIGATION

An offsite preserve is located in Stewardship Sending Area #6, which is approximately 10 miles southeast of the District. The mitigation area encompasses a total of 561.2 Acres. Most of the mitigation area is designated for Panther Habitat Units ("PHU") while the smaller portion is designated for both wetland mitigation and PHU. Maintenance of the offsite preserve, which serves as mitigation to meet Collier County native vegetation requirement, per the master planned unit development district ("MPUD"), will also be required on a regular basis, with a schedule for such maintenance to be determined after any initial exotic removal activities have been completed, based upon the density and type of vegetation to be removed. All removal of exotic vegetation must be completed by a contractor experienced in the field, and in accordance with any applicable SFWMD and Collier County development permits. The District's preserve manager should include monitoring and maintenance of the offsite preserve within their contract unless other arrangements are made to insure function and quality of the offsite preserve. In addition, annual monitoring and inspections of the preserves may be required by Collier County, which can be managed and scheduled by the preserve manager or the District's designee. Maintenance is required in perpetuity and will be the responsibility of the District to perform.

A map depicting the conservation areas is included in Appendix C. The District may utilize bond funds to complete any initial work in accordance with government requirements and will commence maintenance following such initial required work.

3.10 DESIGN/PROFESSIONAL FEES AND PERMITTING

Professional Services including but not limited to; engineering, planning, landscape architecture, environmental audit, testing, surveying, and construction inspection, will be part of the District's Project budget.

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

The timetable for remaining permits and modifications will be contingent upon the development schedule for the project phasing. The permit fees required for approval of the Project are also included in the District cost.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Project presented herein and that all permits not heretofore issued and which are necessary to affect the improvements described herein will be obtained during the ordinary course of development. Therefore, there are no technical reasons that would prohibit construction of the Project that complies with, not inconsistent with, and subject to local government's comprehensive plan and development standards, and Federal, State, and local environmental regulation.

Other miscellaneous costs that the District may incur will include legal fees, insurance, management fees, lending/bank fees, and bond fees.

SECTION 4 OPINION OF PROBABLE CONSTRUCTION COSTS

4.1 SUMMARY OF COSTS

The opinion of probable costs includes the actual infrastructure costs for the various improvements, such as: materials, labor, construction, technical services, and contingencies. All estimates are in 2023 dollars and no inflation factor was utilized. It is estimated that the Project build-out will be no later than the year 2028.

4.2 DISTRIBUTION OF PROJECT COSTS

It is proposed that Capital Improvement Revenue Bonds will fund all or a portion of the District infrastructure. A detailed breakdown of the estimated costs associated with each of the major infrastructure elements is listed in Table 2.

TABLE 2
OPINION OF PROBABLE COSTS FOR BRIGHTSHORE CDD

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

SECTION 5 OWNERSHIP AND MAINTENANCE AUTHORITY

The ownership and maintenance responsibilities for the major infrastructure improvements in the District are presented in Table 3.

TABLE 3
EXPECTED OWNERSHIP & MAINTENANCE

Facility	Funded By	O&M By	Ownership
Stormwater Management	CDD	CDD	CDD
Roadway Improvements	CDD	CDD	CDD
Potable Water	CDD	County	County
Sanitary Sewer	CDD	County	County
Irrigation	CDD	County	County
Landscaping	CDD	CDD	CDD
Signage	CDD	CDD	CDD
Lighting	CDD	CDD	CDD
Amenity Improvements	CDD	CDD	CDD
Park	CDD	CDD	CDD

*CDD = Brightshore Community Development District

*County = Collier County

Maintenance and operational responsibilities of the District include aquatic weed and exotic vegetation control for the lakes, and maintenance of the water control facilities, and the water management system. The Collier County Water Sewer District will maintain the backbone irrigation main system. Maintenance of the dry utilities will be done by the respective providers. Maintenance of the water distribution and the wastewater collection system will be by Collier County Water Sewer District.

SECTION 6 REPORT MODIFICATION

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

SECTION 7 ENGINEER'S CONCLUSION AND CERTIFICATION

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

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
EDWARD F. TRYKA III, P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



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

APPENDIX A

Sketch and Legal Description Of Brightshore CDD Boundary



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

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

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

BEGINNING at the Southwest corner of Section 19, Township 47 South, Range 28 East, Collier County, Florida, thence along the West line of said Section 19, North 00°33'31" West 5,270.74 feet to the Northwest corner of said Section 19;

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



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

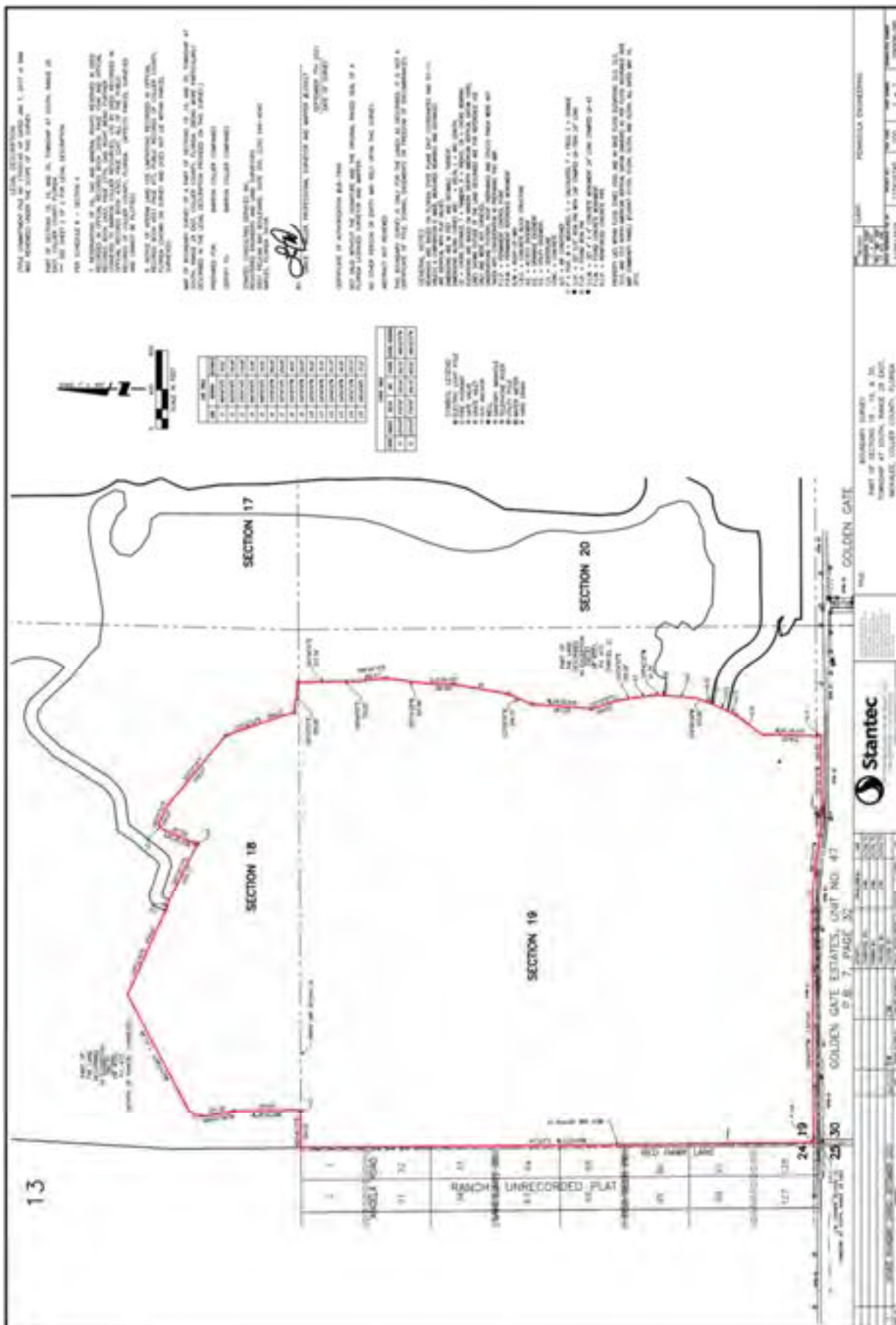
Containing 681.45 acres, more or less.
Subject to easements and restrictions of record.
Bearings are based on the

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

A handwritten signature in black ink, appearing to read "L. T. Miller", written over a horizontal line.

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

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

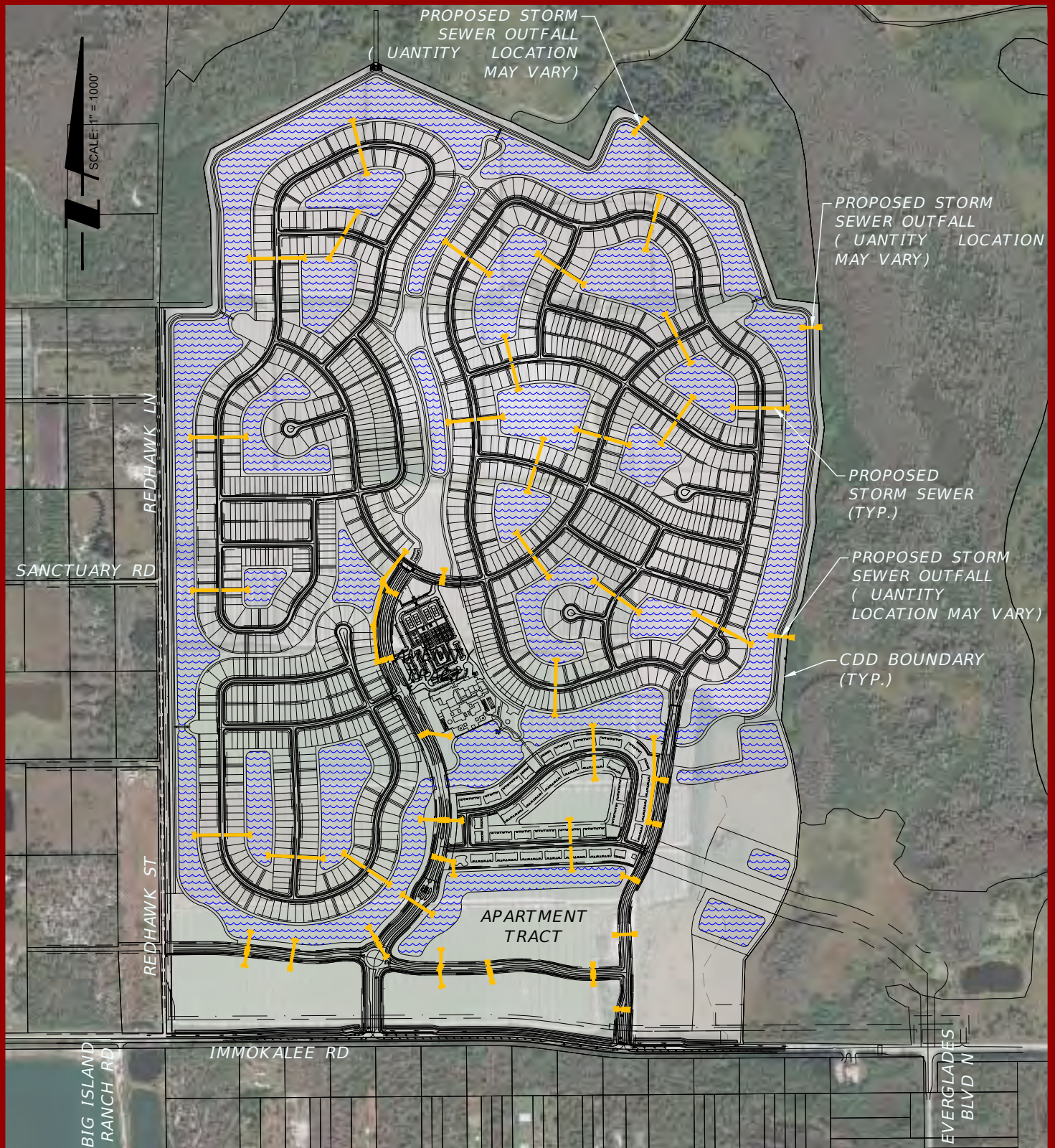


APPENDIX B

Brightshore Infrastructure

Location Maps

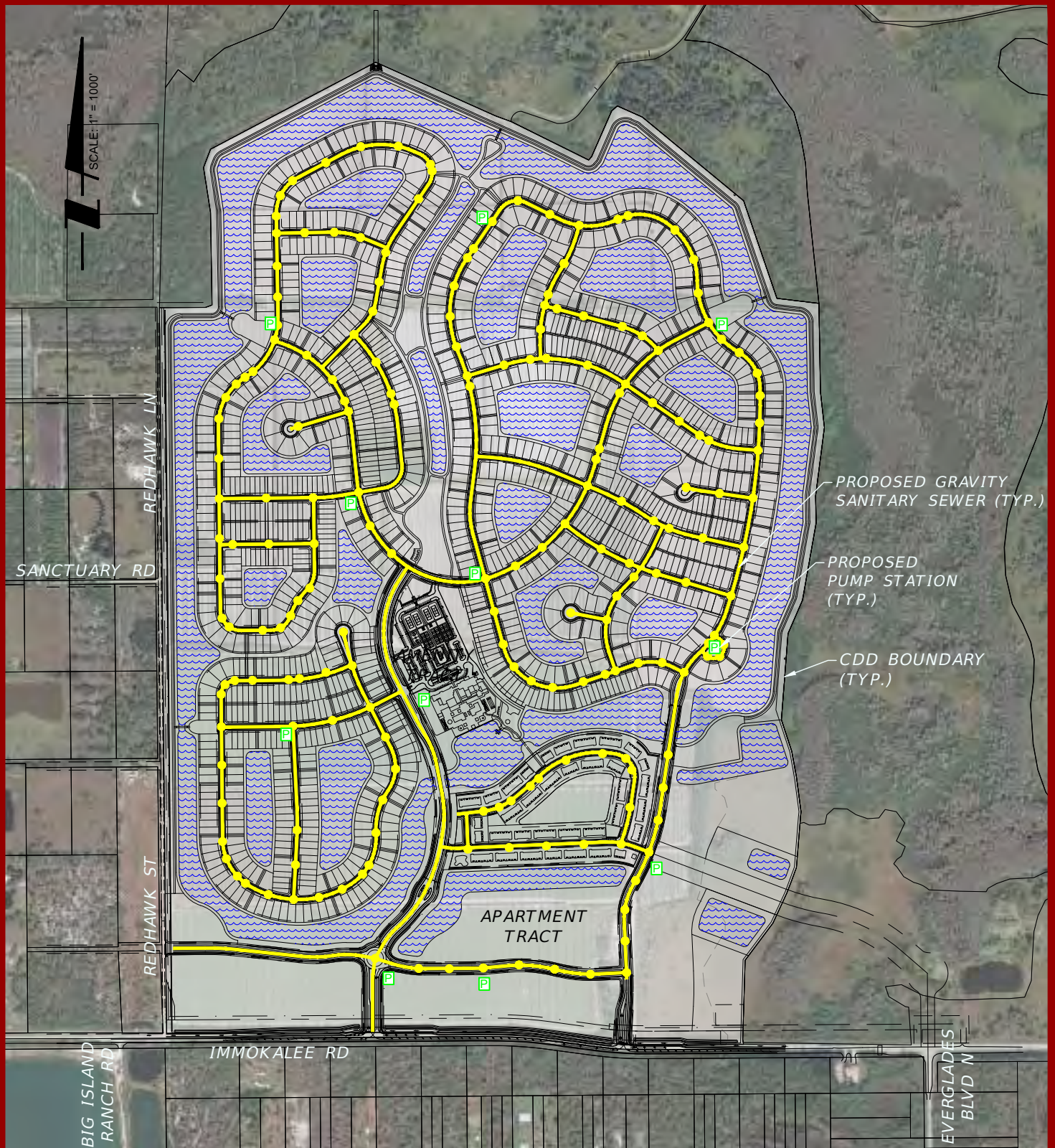
(Subject to Change)



BRIGHTSHORE VILLAGE
PROPOSED STORM SEWER SYSTEM



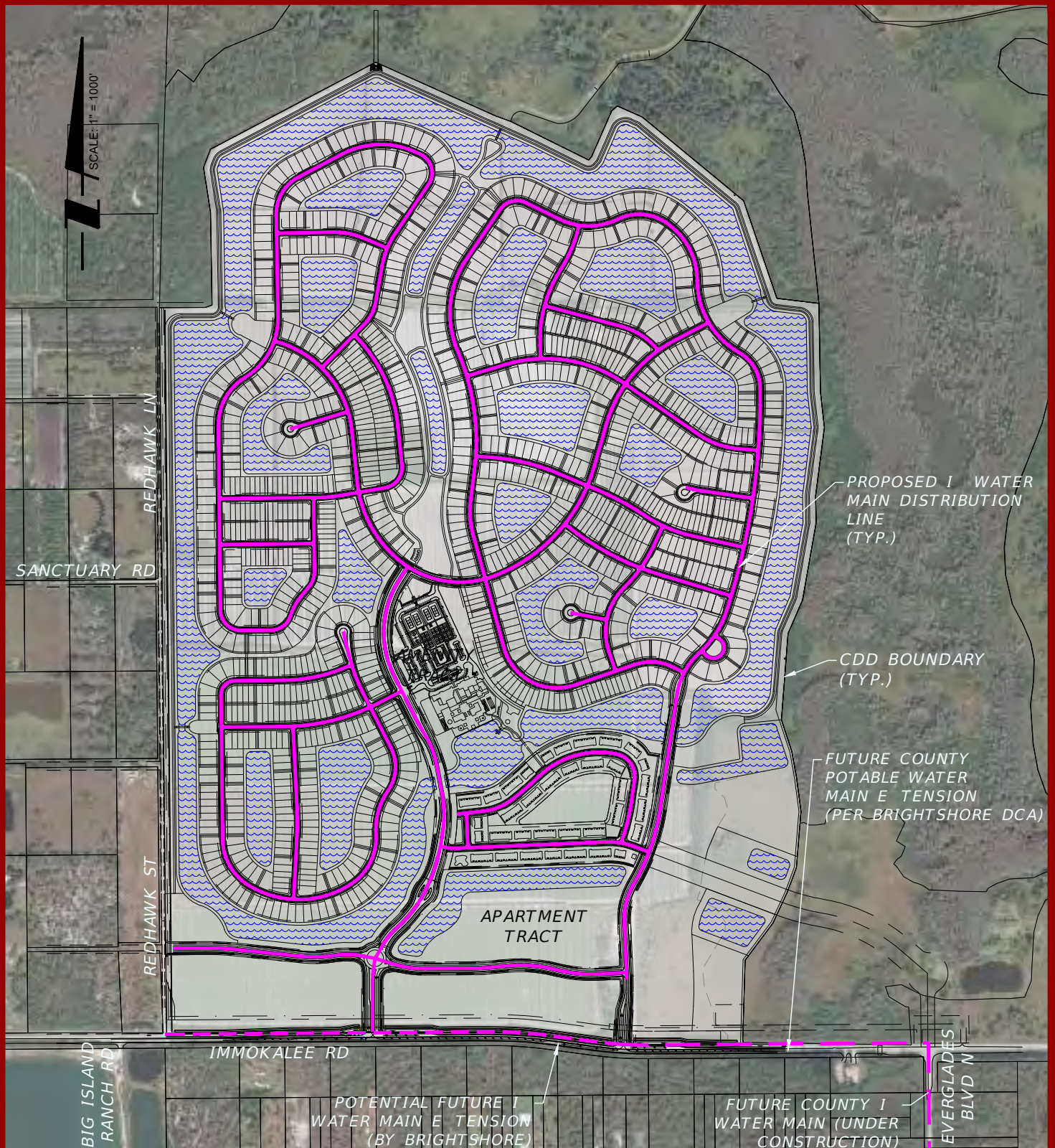
**BRIGHTSHORE VILLAGE
PROPOSED POTABLE WATER
DISTRIBUTION SYSTEM**



BRIGHTSHORE VILLAGE
PROPOSED SANITARY SEWER SYSTEM
GRAVITY SEWER



BRIGHTSHORE VILLAGE
PROPOSED SANITARY SEWER SYSTEM
FORCE MAIN



BRIGHTSHORE VILLAGE
PROPOSED I WATER DISTRIBUTION PLAN

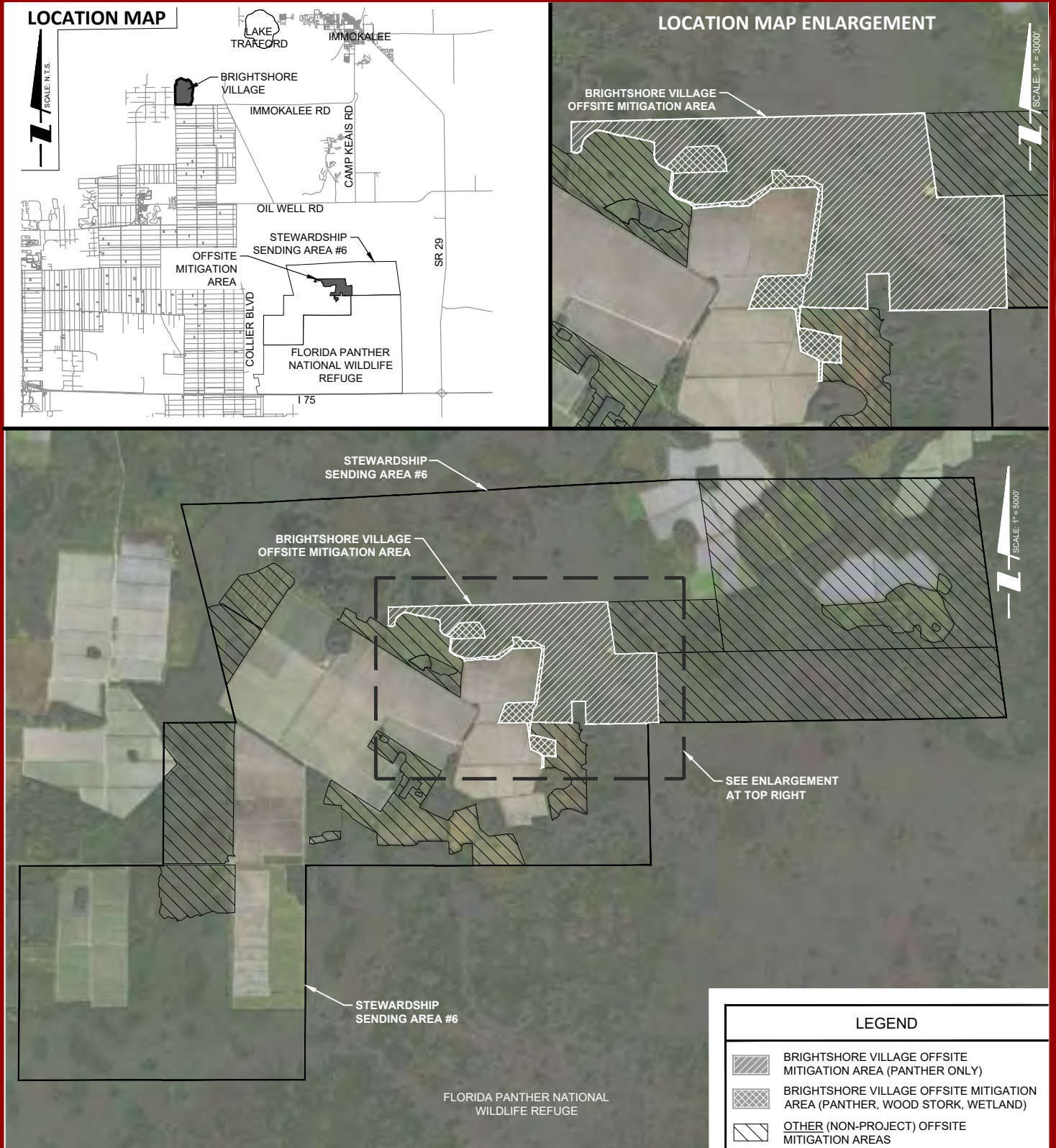


**BRIGHTSHORE VILLAGE
PROPOSED ROADWAY TRACTS**

APPENDIX C

Brightshore Offsite

Mitigation Map



**BRIGHTSHORE VILLAGE
OFFSITE MITIGATION**

APPENDIX D

Brightshore Permits And Approvals

COLLIER COUNTY PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
N/A	EARLY WORK AUTHORIZATION	NOT YET SUBMITTED	
N/A	EXCAVATION PERMIT	NOT YET SUBMITTED	
N/A	PLANS AND PLAT (CONSTRUCTION)	NOT YET SUBMITTED	

FDEP PERMITS

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

SFWMD PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
N/A	ENVIRONMENTAL RESOURCE PERMIT	NOT YET SUBMITTED	
N/A	WATER-USE DEWATERING PERMIT	NOT YET SUBMITTED	
N/A	WATER-USE IRRIGATION PERMIT	NOT YET SUBMITTED	

EXHIBIT 4

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE
BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
AND HOGAN FARMS, LLC**

THIS AGREEMENT is made and entered into this ____ day of _____ 2024, by and between:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, with a mailing address of 707 Orchid Drive, Suite 100, Naples, Florida 34102 (the “District”), and

HOGAN FARMS, LLC, a Florida limited liability company, the primary owner of certain lands within the boundaries of the District, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 (the “Landowner”, and together with the District, the “Parties”).

RECITALS

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

WHEREAS, the Landowner is the owner of the lands located within the boundaries of the District; and

WHEREAS, the District will not have sufficient funds available to provide for the construction of anticipated improvements and facilities that are a part of the District’s capital improvement plan (the “Project”) as more fully described in the *Master Engineer’s Report*, dated December 11, 2023, attached hereto as **Exhibit A** and, in order to proceed with construction, the Landowner has agreed to provide funding in order to allow the District to begin the Project, on the terms set forth herein;

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Funding. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. Landowner will make such funds available on a monthly basis, or as otherwise required to ensure timely payment of construction contracts or alternatively make any payments directly to the contractor for any private portion of the work, within fifteen (15) days of

a written request by the District. The funds shall be placed in the District's depository as determined by the District.

3. Repayment. The parties agree that certain funds provided by Landowner pursuant to this Agreement may be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds in the future. However, any funds provided by the Landowner to the District for any tax-exempt directly purchased materials shall not be reimbursed by the District. Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of bonds, the District shall reimburse Landowner in full, exclusive of interest, for the funds advanced under paragraph two (2) above; provided, however, that in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If within three (3) years of the date of this Agreement, the District does not or cannot issue bonds, and, thus does not reimburse the Landowner for the funds advanced hereunder, then the parties agree that such funds shall be deemed paid in lieu of additional taxes, fees, or assessments which might have been levied or imposed by the District.

4. Default. A default by any party to this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

9. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A.	If to the District:	Brightshore Community Development District 707 Orchid Drive, Suite 100
-----------	---------------------	--

Naples, Florida, 34102
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner:

Hogan Farms, LLC
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

With a copy to:

Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: Matthew L. Grabinski

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

10. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. Effective Date. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

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

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

Attest:

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

HOGAN FARMS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Exhibit A: *Master Engineer's Report*, dated December 11, 2023

Exhibit A

Master Engineer's Report, dated December 11, 2023

MASTER ENGINEER'S
REPORT FOR
BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT

December 11, 2023

Prepared by:



7400 Trail Boulevard
Suite 200
Naples, FL 34105

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SECTION 1 INTRODUCTION

1.1 DESCRIPTION OF BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (CDD)

Brightshore Community Development District (the "District") contains approximately 681.45 acres and is located in unincorporated Collier County. The development site is generally located directly north of the intersection of Immokalee Road, west of Everglades Boulevard and east of Redhawk Lane. Exhibit 1 depicts the general location of the development site and Exhibit 2 provides the development boundary of the District.

The District lies within Sections 18, 19 and 30, Township 47 South, and Range 28 East, Collier County, Florida. The SRA allows for up to 2,000 dwelling units, with a minimum of 10% multi-family, minimum 10% single family detached, and minimum 10% single family attached or villas. The current development program within the District will consist of 1,250 single-family residential units, 240 multi-family residential units, and 350 apartment residential units for a total of 1,840 units, along with a residential amenity center, a linear park, and a village center with approximately 120,000 square feet of commercial/retail (collectively, the "Development"). Buildout of the residential component of the Development is anticipated to occur over the next 5 years (2023-2028), and buildout of the commercial/retail component of the Development is also expected to occur over the next 5 years (2023-2028).

The Stewardship Receiving Area ("SRA") allows the development of 681.5 acres. The original development plan is shown in Exhibit 3. As currently planned, the District will contain approximately 384.7 acres of area identified for residential development, 121.2 acres of water management lakes, 19.8 acres of right-of-way, 107.0 acres for the village center, 15.0 acres for the amenity center and 31.7 acres for a community park. The current Exact totals for each of the categories are subject to modification for final construction and permitting requirements. A land use summary for the property located within the District boundary, as currently planned, is presented in Table 1.

TABLE 1
LAND USE SUMMARY FOR BRIGHTSHORE CDD

<u>Type of Use</u>	<u>Acreage</u>	<u>% of Total</u>
Neighborhood General - Residential	390.6	57.31%
Right-of-Way	20.3	2.98%
Lakes	97.6	14.32%
Neighborhood General - Amenity	15.7	2.30%
Village Center	106.7	15.66%
Community Park	31.7	4.65%
Open Space/Buffers	18.9	2.77%
TOTAL	681.5	100.0%

1.2 AUTHORIZATION

Agnoli, Barber & Brundage, Inc., ("Engineer"), prepared this Master Engineer's Report ("Report") pursuant to the authorization of the Board of Supervisors of the Brightshore Community Development District.

1.3 PURPOSE AND SCOPE

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

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

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

1.4 THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

The District was established by Collier County Ordinance No. 2022-50 (the "Establishment Ordinance"). The Establishment Ordinance was adopted on December 12, 2022, and became effective December 22, 2022. The District was established in accordance with Chapter 190, Florida Statutes, and created in order to plan, finance, construct, acquire, operate, and maintain infrastructure for the benefit of the District's landowners. The District has been granted the power to borrow money and issue bonds for the purpose of constructing and acquiring the Project. The District has the power to levy and impose assessments, rates, and charges to pay for the construction, acquisition, and continued operation and maintenance of the Project.

SECTION 2 DISTRICT BOUNDARY AND PROPERTIES SERVED

2.1 PROPERTY BOUNDARY

Exhibit 1 delineates the boundary of the District. Appendix A contains a legal description of the District boundary. The District is located in unincorporated Collier County Florida north of Immokalee Road, west of Everglades Boulevard, and east of Redhawk Lane. The property is zoned Agricultural (AG) and is within the Rural Land Stewardship Area Overlay (RLSAO) and has been approved as a Stewardship Receiving Area (SRA) by Collier County Resolution 2022-209. The adjacent property to the west is zoned Agricultural (AG) and is designated as Neutral Lands in the Rural Fringe Mixed Use Overlay District. The adjacent property to the north and east is zoned Agricultural (AG) and is within the Rural Land Stewardship Area Overlay (RLSA) and have been designated a Stewardship Sending Area as a combination of a Water Retention Area, Flow-way Stewardship Area, and Habitat Stewardship Area. The property to the south is zoned Estates (€).

2.2 DESCRIPTION OF PROPERTY SERVED

The District is located within a portion of Sections 18, 19 and 30, Township 47 South, Range 28 East, Collier County, Florida. Current usage of the site is for tomato farming operations. A water use permit from South Florida Water Management District ("SFWMD") was first issued in 1978 for irrigation purposes. The site was also previously used for farming to produce small vegetables.

2.3 EXISTING INFRASTRUCTURE

There are currently no existing Collier County water or sewer facilities within the District boundary. Potable water is obtained with the use of a private well. A septic tank system is used for wastewater disposal. An existing asphalt driveway at the southeast corner of the site provides access to Immokalee Road. Dirt roads are present throughout the site for vehicle and equipment use.

Other utilities which are proposed to serve the District include: Lee County Electric Cooperative ("LCEC") (electric), CenturyLink (telephone), and cable television. In addition, water and sewer will be provided by Collier County Water Sewer District. Facilities are currently available in the vicinity of the site to serve the project needs. All utilities are either available to the property or will be extended to the project during the development of the infrastructure.

There is no surface water management system onsite; the farm operations pre-date any permit requirements to do so.

EXHIBIT 1

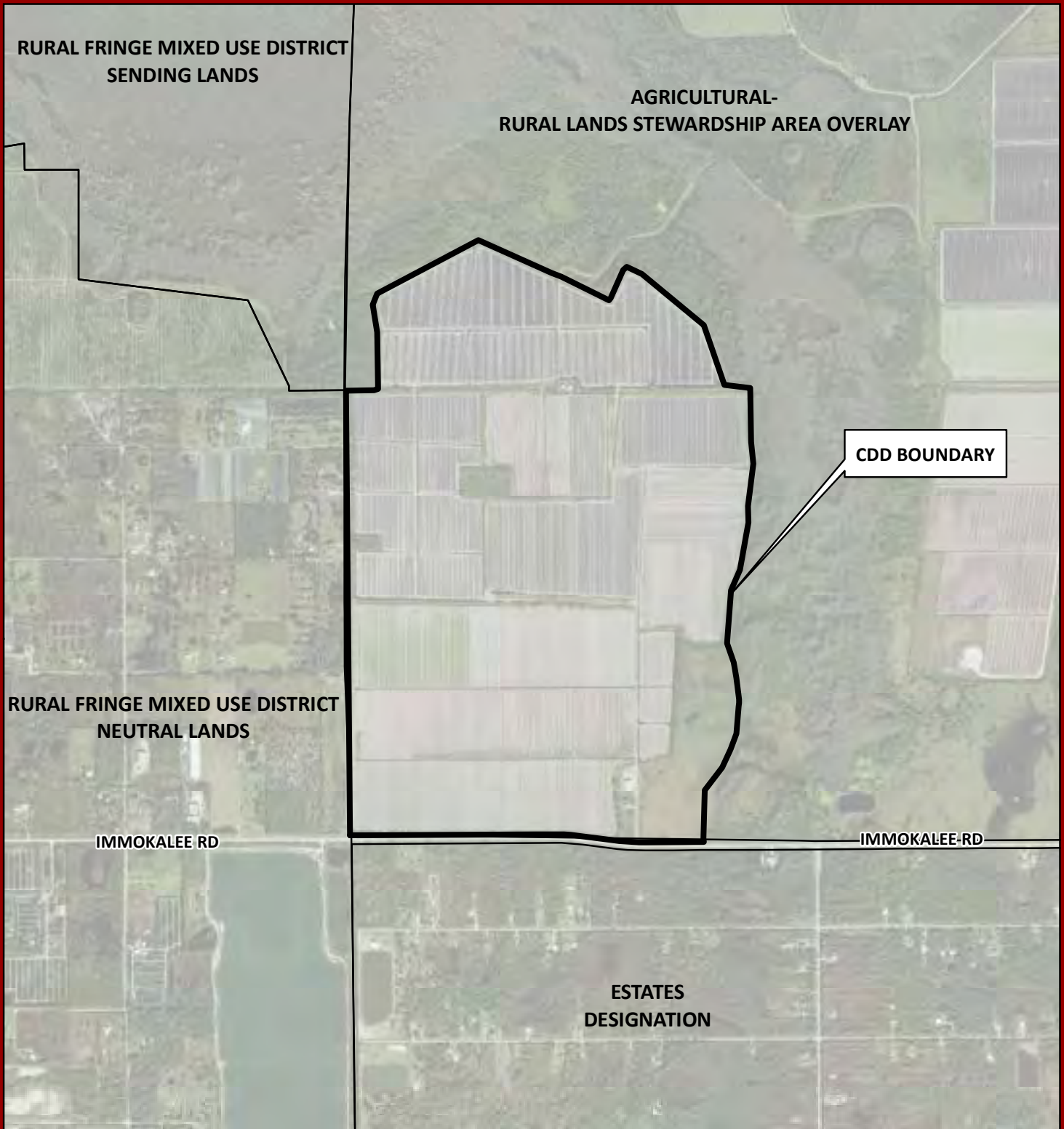
Location Map



BRIGHTSHORE VILLAGES
LOCATION MAP

EXHIBIT 2

CDD Boundary



BRIGHTSHORE VILLAGE
CDD BOUNDARY

EXHIBIT 3

Proposed Development Plan - Original



**BRIGHTSHORE VILLAGE
PROPOSED DEVELOPMENT PLAN
ORIGINAL**

EXHIBIT 4

Proposed Development Plan – Current (Subject to Change)



BRIGHTSHORE VILLAGE
PROPOSED DEVELOPMENT PLAN
CURRENT

SECTION 3 PROPOSED DISTRICT INFRASTRUCTURE

3.1 SUMMARY OF THE PROPOSED DISTRICT INFRASTRUCTURE

With the adoption of the Establishment Ordinance, thereby granting the petition to form the District, the Board of County Commissioners of Collier County, Florida authorized the District, through its Board of Supervisors, to manage and finance basic infrastructure for the special benefit of the landowners and residents of the District. This infrastructure, under section 190.012(1), Florida Statutes, includes basic urban systems, facilities, and services. In accordance with the enabling legislation, the District will fund the construction and/or acquisition of certain infrastructure improvements for the benefit of landowners and residents of the District including, but not limited to, the following:

- A. Earthwork and Water Management
- B. Roadway Improvements (Onsite and Offsite)
- C. Utilities (Potable Water, Sanitary Sewer, and Irrigation)
- D. Landscape, Signage and Lighting
- E. Amenity and Central Park
- F. Entry Features, Bridges and Gate House
- G. Public Park and Trail
- H. Offsite Mitigation
- I. Design/Professional Fees and Permitting

The capital improvements described in this Report represent the present intentions of the current landowner and the District. The implementation of the improvements discussed in this Report requires final approval by numerous local, state, and federal regulatory and permitting agencies. The actual improvements may vary from the improvements proposed in this Report. The cost estimates contained in this Report have been prepared based upon the best available information at the time. The actual cost of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

3.2 EARTHWORK AND WATER MANAGEMENT

Earthwork during the initial phases of development construction will consist of clearing and grubbing of the site, excavation of the storm water management lakes, construction of perimeter berms, as well as placement and grading of fill material. The material excavated from the storm water management lakes will be used for filling roadways and development tracts to raise the elevations of these areas such that they meet permit requirements as determined by the issuing agency. The presence of rock was identified in the geotechnical exploration and fill from offsite facilities may be required to supplement the onsite generated material in order to complete construction of the community. Items included within this scope of work may also include temporary sod and mulch, silt fence, erosion control, offsite fill, disposal of unsuitable materials, and rock blasting and/or rock hammering.

The surface water management system for the District will consist of excavated lakes, drainage inlets, culverts, storm drain pipes, swales, berms, mass filling and grading of development areas, and construction of water control structures necessary to capture and convey runoff from the site to the onsite lakes. The proposed lakes will be interconnected with one another and will provide the necessary water quality treatment prior to discharging offsite. The current plan contemplates multiple discharge locations.

The surface water management system will be designed in accordance with SFWMD standards and criteria. These regulations set minimum criteria for water quality treatment, as well as minimum road crown and finished floor elevations. Flood protection of habitable structures is set to a minimum peak stage elevation based on attenuation of the 100- year three-day rainfall event (or FEMA BFE + one-foot, whichever is higher), while minimum road crown elevations are based on system attenuation of the twenty-five-year, three-day rainfall event. In addition, all commercial areas are required to provide an additional 0.5-inch of dry pretreatment for water quality prior to discharge into the backbone surface water management system.

Storm water lakes shall include adequate maintenance easements around the lakes with access to a paved roadway. The District will maintain the lakes in accordance with approved permit criteria and other applicable governmental requirements.

Ditch and swale slopes shall be designed to minimize discharges so that these facilities may provide some additional water quality treatment prior to discharge. Grassed storm water treatment areas, swales and berms shall be mowed on a regular basis as part of the normal lawn maintenance of the District. Any debris that may accumulate in project lakes, ditches, or swales, or which may interfere with the normal flow of water through discharge structures and, as applicable, underdrain systems, shall be cleaned from the detention/retention areas on a regular basis.

Any erosion of the banks of project lakes, ditches or swales shall be repaired immediately. Storm water management system maintenance requirements shall include the removal of any mosquito productive nuisance plant species or invasive exotics (e.g., water lettuce, water hyacinth, cattails, and primrose willows, etc.) from the surface water system, including but not limited to; lake littoral zones, conveyance systems and inlets and catch basins.

A sediment and erosion control plan will be prepared and implemented during construction. Best management practices outlined in the Florida Department of Environmental Protection Land Development Manual will be used. Examples of these include slope and outfall protection, such as hay bales and staked silt fences, gravel construction accesses, and floating turbidity barriers. A National Pollutant Discharge Elimination System ("NPDES") permit will be required for the construction activities, which will include preparation of a Stormwater Pollution Prevention Plan ("SWPPP"). Periodic maintenance of storm water ponds will be conducted as part of the NPDES program requirement.

Refer to Appendix B for the location of the stormwater management lakes, interconnecting pipes, and stormwater outfalls.

3.3 ROADWAY IMPROVEMENTS (ONSITE-OFFSITE)

Roadways within the District are designed to provide safe, durable access through the Development. The road cross-section design is consistent with the SRA and Collier County requirements and is based on accepted and sound engineering practice. The District will undertake annual maintenance of any District-owned roadways.

Although roadways within the District will be platted as private rights-of-way, with applicable easements to allow for installation and maintenance of public and private utilities, if funded with tax-exempt bonds such roadways will be open to the public and considered public roadways. A portion of the roadways within the District are to be owned and maintained by the District while neighborhood roadways and minor commercial areas will be privately owned and maintained.

The Development will have both a main entrance and secondary entrance off Immokalee Road which is currently a two-lane undivided rural road. The entrances will either have dedicated right and left turn lanes or some other intersection treatment such as a roundabout.

Refer to Appendix B for the location of the District roadways and right-of-way.

3.4 UTILITIES

Potable water distribution, sanitary sewer collection service and effluent/reclaimed irrigation water to the District will be provided by Collier County Water Sewer District via the Northeast Water and Sewer Facilities which are located approximately four miles to the south. Currently a sixteen-inch water main, sixteen-inch force main and sixteen-inch irrigation quality ("IQ") main are under construction up to the intersection of Immokalee Road and Everglades Blvd.

Potable water for the District will be provided via the extension of the Collier County sixteen-inch water main west along Immokalee Road per the Developers Contribution Agreement ("DCA"). Connections are anticipated to be at the southeast corner of the District and at the secondary entrance to the Development, near the Collier County utility parcel.

This system will be constructed to provide adequate facilities for the Development at build-out. The water main within platted rights-of-way and/or County utility easements will be dedicated and turned over to the Collier County Water Sewer District following an inspection, certification, and final acceptance. The potable water facilities will include water mains along with necessary valves, fire hydrants, water services and facilities such as backflow preventers and air release valves.

Wastewater for the community will be provided via the extension of the Collier County force main west along Immokalee Road per the DCA. The connection is anticipated to be located at the secondary entrance to the Development, near the Collier County utility parcel.

The wastewater facilities serving the Development will include gravity collection mains with individual lot sewer services, wastewater collection pump stations, and force mains with connection to the existing Collier County Water Sewer District wastewater collection system. All force main, gravity sewer, and pump station infrastructure will be located within platted rights-of-way and/or County utility easements and will be dedicated and turned over to Collier County Water Sewer District following an inspection, certification, and final acceptance.

Irrigation for the District will be provided via the extension of the Collier County sixteen-inch IQ main west along Immokalee Road per the DCA. Connections are anticipated to be at the southeast corner of the District and at the secondary entrance to the Development, near the Collier County utility parcel.

The IQ mains and appurtenances in rights-of-way and easements will be conveyed to Collier County, while the secondary portion of the system will either be owned by the District or be private per location (in which case, such costs will not be financed by the District). Transmission and distribution lines along with necessary valves and meters will be constructed throughout the Development to deliver the irrigation water to the public landscaping and open space areas. Irrigation facilities will be located in common areas, rights-of-way, County utility easements, or specifically designated easements, where applicable.

All dry utilities (electric, telephone, cable, etc.) will be provided within a public utility easement along both sides of the internal roadways for the installation of other non-District maintained utilities.

Appendix B depicts the location of the proposed potable water main facilities, sanitary sewer mains, wastewater force main system and IQ water distribution system.

3.5 LANDSCAPE, SIGNAGE AND LIGHTING

Landscaping will be provided at the District entrances. Landscaping will consist of sod, annual flowers, shrubs, trees, ground cover, entry signage and features. In addition, the perimeter landscape berm and buffers around the Development perimeter will be constructed or acquired and maintained by the District.

Project signage will be installed at locations identified by a landscape architect and as approved by Collier County and is intended to identify the Development for navigation purposes, as well as to reflect the nature and character of the Development. All community signage within the District will be owned and maintained by the District.

Street lights will be provided via a lighting agreement which is anticipated to be with LCEC. Light pole locations will be determined based on engineering calculations and to meet Collier County lighting standards and permitting requirements. LCEC will own and maintain the street lights within the District. The District may fund related construction costs such as underground utilities.

3.6 AMENITY AND CENTRAL PARK

A centralized amenity center is planned which will encompass approximately 15.7 acres. The amenity center is anticipated to contain two main buildings which include gym, fitness, and health and wellness areas; social rooms and lounges; and a café, restaurant, and bar. The buildings are expected to be constructed in phases, with the gym, fitness, and health and wellness areas included in the first building phase. The outdoor areas adjacent to the main amenity buildings will offer multiple pools/spas, play areas, and passive open space areas. A kayak/canoe rack with a launch to the perimeter lake will also be located at the amenity center. In addition, pickleball courts, tennis courts, basketball courts, and/or bocce courts are planned. Other features anticipated are a school bus drop-off and pick-up area, and a centralized mail facility serving the residential uses within the Development.

The amenity center will require construction of utility, drainage, and pavement infrastructure (roadway and parking) to support the facility.

North of the amenity center a common park area is planned which will serve generally as a passive recreation space. There is minimal planned infrastructure within the central park area; supporting infrastructure is generally limited to golf cart parking, pathways, landscaping, and the water management lakes which lie within the park area.

3.7 ENTRY FEATURES, BRIDGES AND GATE HOUSE

Entry signage and features will be located at each entry point from Immokalee Road and at the southern corners of the Development. In addition to signage, the entry features may include decorative fixtures such as monumentation, water features, lighting, and enhanced landscaping.

Two vehicular bridges are included in the Development. The bridges will be located on each of the main north-south roadway corridors where the roadways cross the continuous perimeter lake system and will allow for recreational passage of human-powered watercraft within the lake.

Gates will be installed along with an associated gatehouse at the main entry road into the Development, located south of the amenity center. However, the entry gates will not restrict access to the public and will function as a "soft gate."

Additional gates and guardhouses may be installed at entrances to individual residential areas. Since there is no District infrastructure beyond those gates, entry would only be permitted to the residents, their guests, and other essential workers.

3.8 PUBLIC PARK AND TRAIL

The Development will include a minimum 31.7-acre passive community park along the western, northern, and eastern perimeters. The community park will be open to the public in perpetuity. The community park will include a 2.75-mile +/- trail system comprised of a 12' minimum width pathway, landscaping, and fitness stations. Two trailhead areas are planned at each terminus of the trail system (at the southwestern and southeastern ends). Both trailheads will include parking lots; and at least one trailhead will include a restroom facility and a children's playground. The trail system is intended for pedestrian/bicycle use and will not allow motorized vehicles, including, but not limited to, golf carts. Pedestrian connections from the residential areas of the Development to the community park will be provided via pedestrian bridges which would be funded privately and not part of District infrastructure.

3.9 OFFSITE MITIGATION

An offsite preserve is located in Stewardship Sending Area #6, which is approximately 10 miles southeast of the District. The mitigation area encompasses a total of 561.2 Acres. Most of the mitigation area is designated for Panther Habitat Units ("PHU") while the smaller portion is designated for both wetland mitigation and PHU. Maintenance of the offsite preserve, which serves as mitigation to meet Collier County native vegetation requirement, per the master planned unit development district ("MPUD"), will also be required on a regular basis, with a schedule for such maintenance to be determined after any initial exotic removal activities have been completed, based upon the density and type of vegetation to be removed. All removal of exotic vegetation must be completed by a contractor experienced in the field, and in accordance with any applicable SFWMD and Collier County development permits. The District's preserve manager should include monitoring and maintenance of the offsite preserve within their contract unless other arrangements are made to insure function and quality of the offsite preserve. In addition, annual monitoring and inspections of the preserves may be required by Collier County, which can be managed and scheduled by the preserve manager or the District's designee. Maintenance is required in perpetuity and will be the responsibility of the District to perform.

A map depicting the conservation areas is included in Appendix C. The District may utilize bond funds to complete any initial work in accordance with government requirements and will commence maintenance following such initial required work.

3.10 DESIGN/PROFESSIONAL FEES AND PERMITTING

Professional Services including but not limited to; engineering, planning, landscape architecture, environmental audit, testing, surveying, and construction inspection, will be part of the District's Project budget.

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

The timetable for remaining permits and modifications will be contingent upon the development schedule for the project phasing. The permit fees required for approval of the Project are also included in the District cost.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Project presented herein and that all permits not heretofore issued and which are necessary to affect the improvements described herein will be obtained during the ordinary course of development. Therefore, there are no technical reasons that would prohibit construction of the Project that complies with, not inconsistent with, and subject to local government's comprehensive plan and development standards, and Federal, State, and local environmental regulation.

Other miscellaneous costs that the District may incur will include legal fees, insurance, management fees, lending/bank fees, and bond fees.

SECTION 4 OPINION OF PROBABLE CONSTRUCTION COSTS

4.1 SUMMARY OF COSTS

The opinion of probable costs includes the actual infrastructure costs for the various improvements, such as: materials, labor, construction, technical services, and contingencies. All estimates are in 2023 dollars and no inflation factor was utilized. It is estimated that the Project build-out will be no later than the year 2028.

4.2 DISTRIBUTION OF PROJECT COSTS

It is proposed that Capital Improvement Revenue Bonds will fund all or a portion of the District infrastructure. A detailed breakdown of the estimated costs associated with each of the major infrastructure elements is listed in Table 2.

TABLE 2
OPINION OF PROBABLE COSTS FOR BRIGHTSHORE CDD

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

SECTION 5 OWNERSHIP AND MAINTENANCE AUTHORITY

The ownership and maintenance responsibilities for the major infrastructure improvements in the District are presented in Table 3.

TABLE 3
EXPECTED OWNERSHIP & MAINTENANCE

Facility	Funded By	O&M By	Ownership
Stormwater Management	CDD	CDD	CDD
Roadway Improvements	CDD	CDD	CDD
Potable Water	CDD	County	County
Sanitary Sewer	CDD	County	County
Irrigation	CDD	County	County
Landscaping	CDD	CDD	CDD
Signage	CDD	CDD	CDD
Lighting	CDD	CDD	CDD
Amenity Improvements	CDD	CDD	CDD
Park	CDD	CDD	CDD

*CDD = Brightshore Community Development District

*County = Collier County

Maintenance and operational responsibilities of the District include aquatic weed and exotic vegetation control for the lakes, and maintenance of the water control facilities, and the water management system. The Collier County Water Sewer District will maintain the backbone irrigation main system. Maintenance of the dry utilities will be done by the respective providers. Maintenance of the water distribution and the wastewater collection system will be by Collier County Water Sewer District.

SECTION 6 REPORT MODIFICATION

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

SECTION 7 ENGINEER'S CONCLUSION AND CERTIFICATION

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

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
EDWARD F. TRYKA III, P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



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

APPENDIX A

Sketch and Legal Description Of Brightshore CDD Boundary



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

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

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

BEGINNING at the Southwest corner of Section 19, Township 47 South, Range 28 East, Collier County, Florida, thence along the West line of said Section 19, North 00°33'31" West 5,270.74 feet to the Northwest corner of said Section 19;

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



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

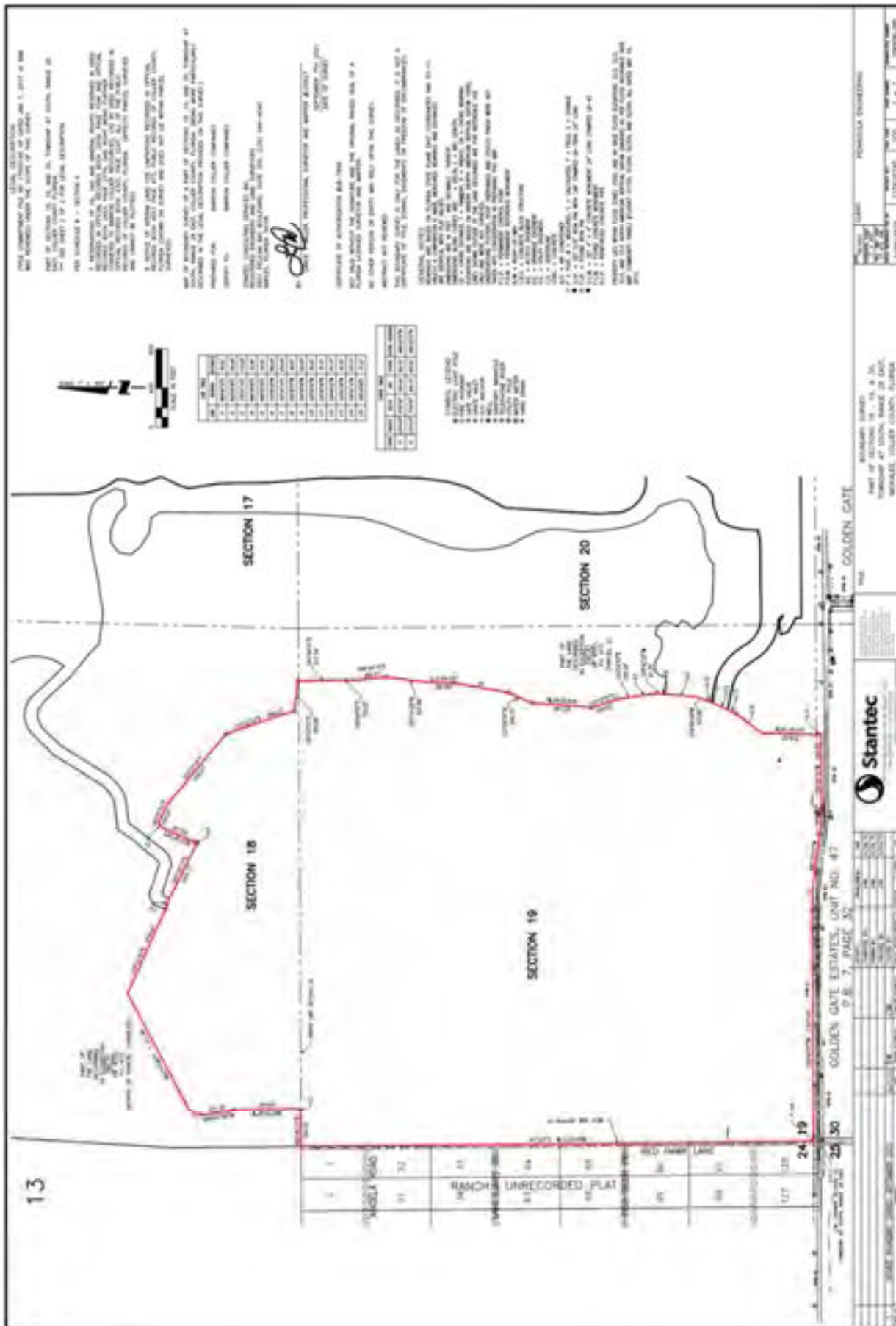
Containing 681.45 acres, more or less.
Subject to easements and restrictions of record.
Bearings are based on the

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

A handwritten signature in black ink, appearing to read "L. T. Miller", written over a horizontal line.

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

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

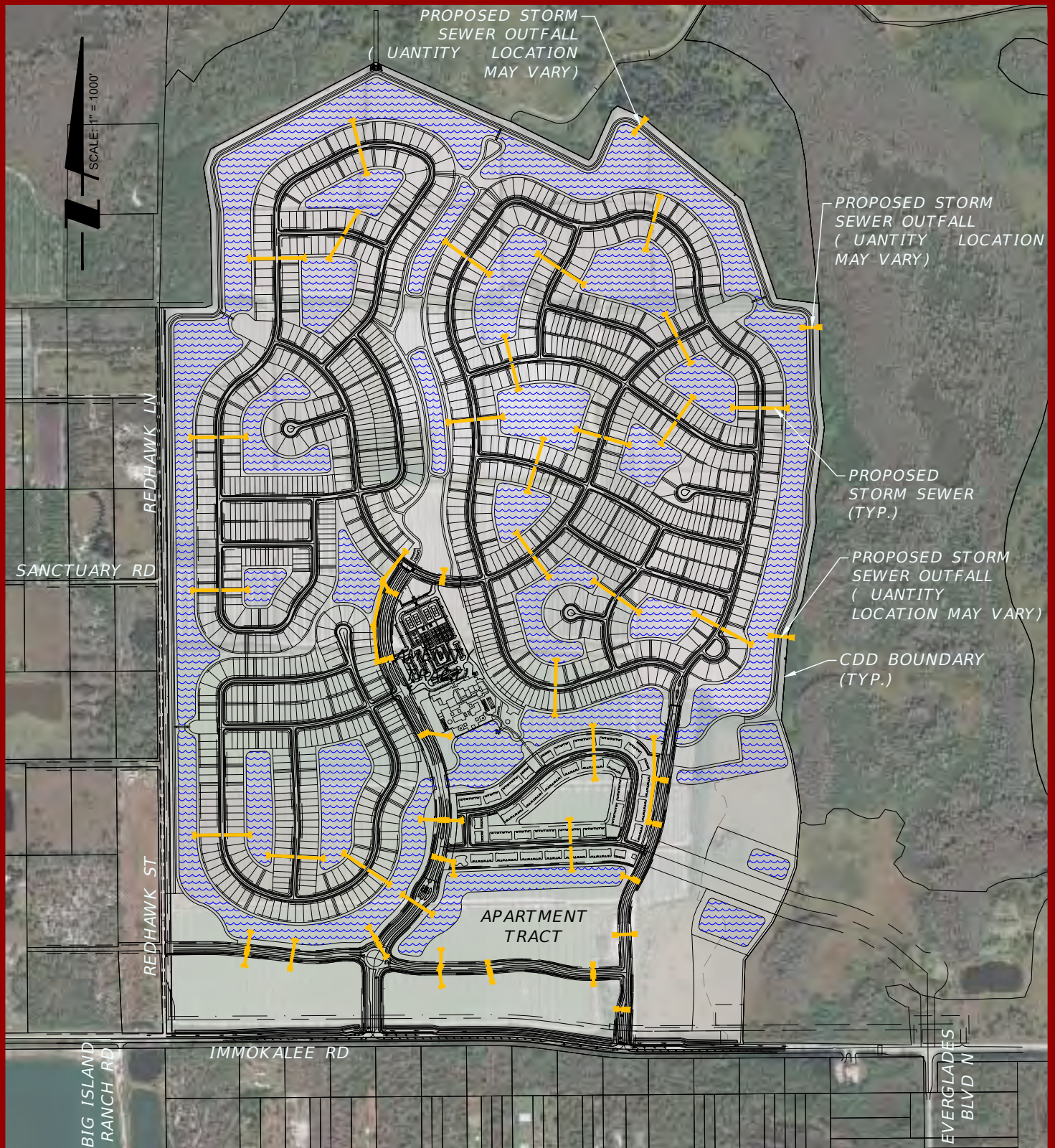


APPENDIX B

Brightshore Infrastructure

Location Maps

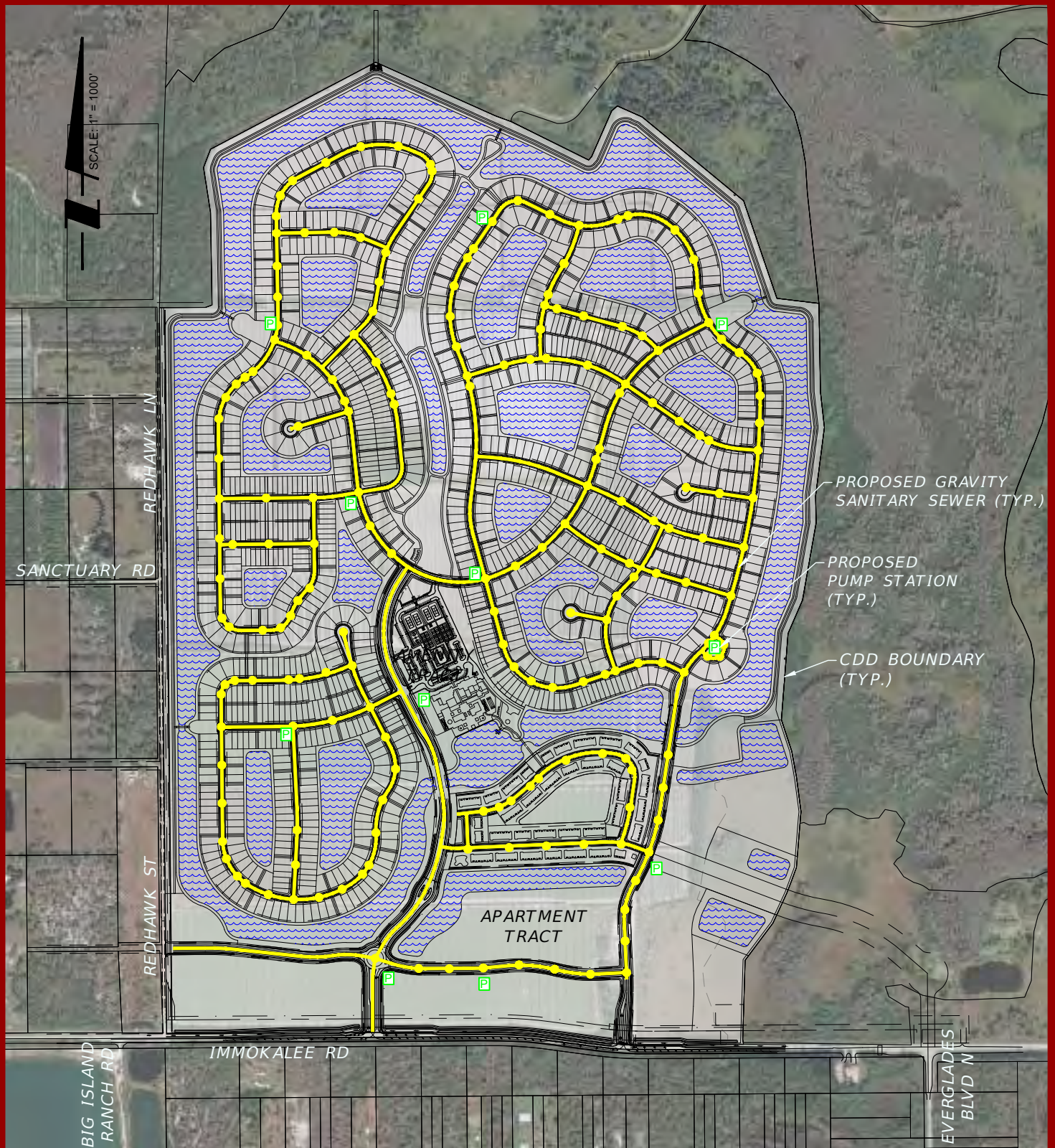
(Subject to Change)



BRIGHTSHORE VILLAGE
PROPOSED STORM SEWER SYSTEM



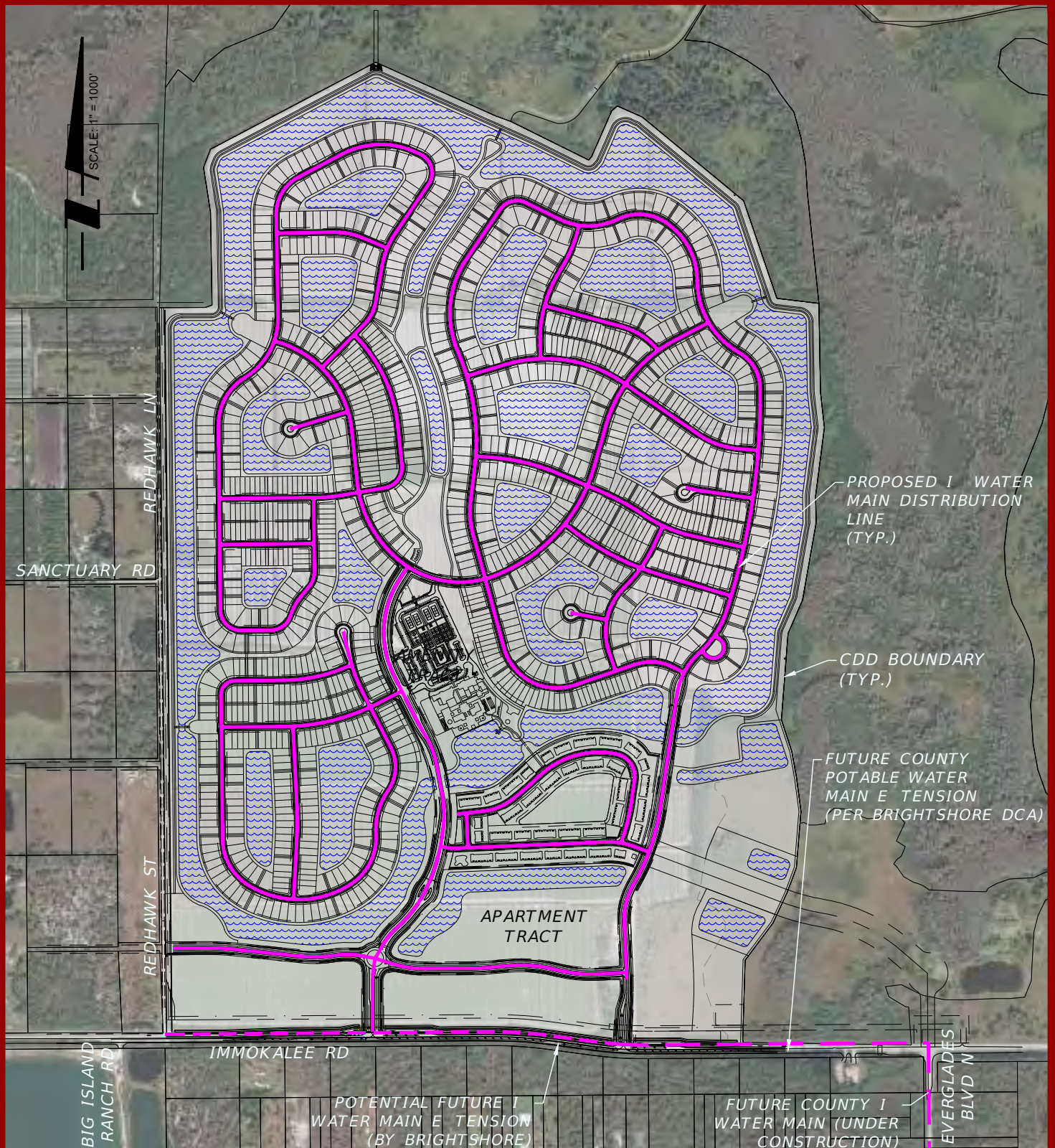
**BRIGHTSHORE VILLAGE
PROPOSED POTABLE WATER
DISTRIBUTION SYSTEM**



BRIGHTSHORE VILLAGE
PROPOSED SANITARY SEWER SYSTEM
GRAVITY SEWER



BRIGHTSHORE VILLAGE
PROPOSED SANITARY SEWER SYSTEM
FORCE MAIN



BRIGHTSHORE VILLAGE
PROPOSED I WATER DISTRIBUTION PLAN

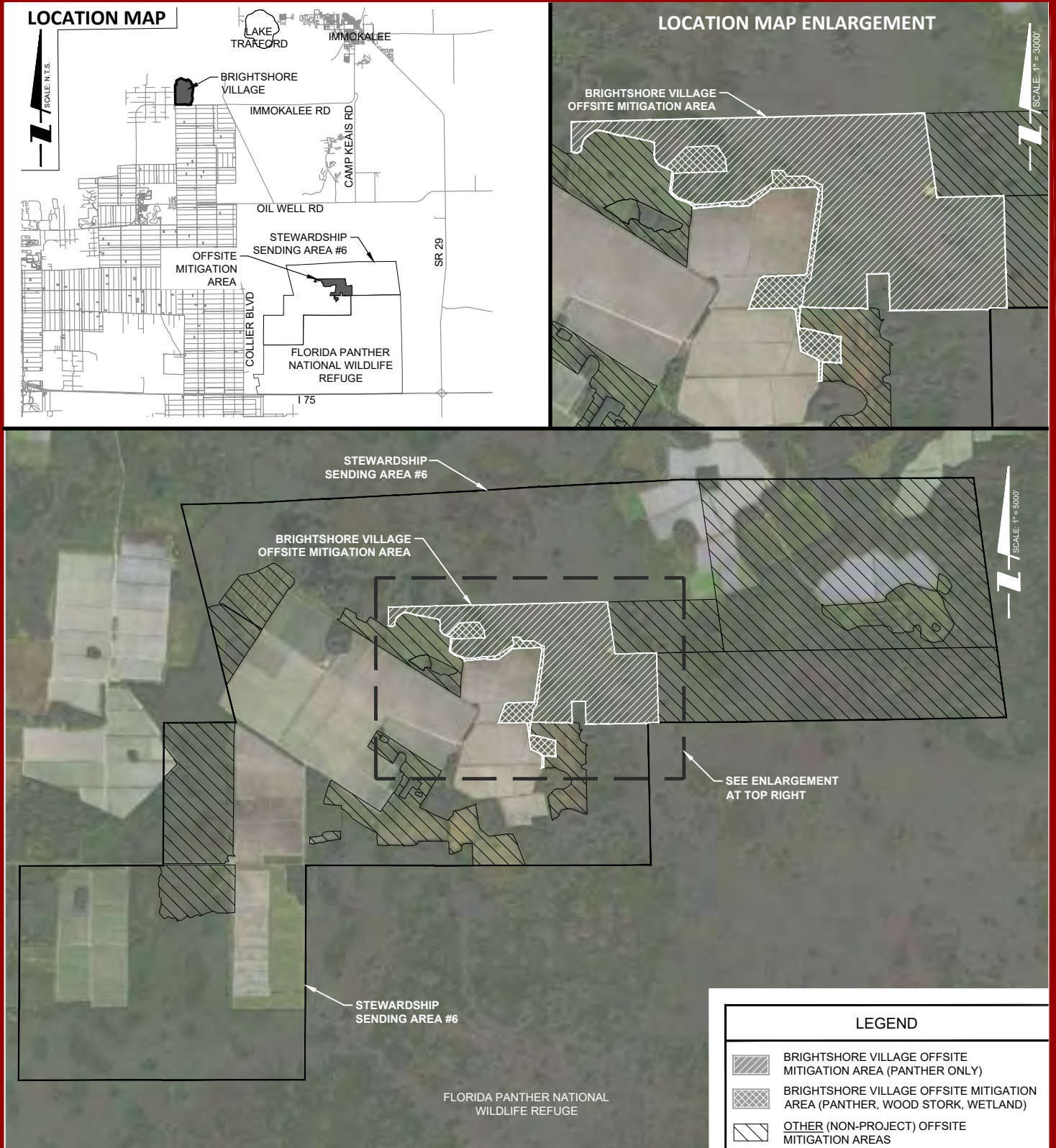


**BRIGHTSHORE VILLAGE
PROPOSED ROADWAY TRACTS**

APPENDIX C

Brightshore Offsite

Mitigation Map



**BRIGHTSHORE VILLAGE
OFFSITE MITIGATION**

APPENDIX D

Brightshore Permits And Approvals

COLLIER COUNTY PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
N/A	EARLY WORK AUTHORIZATION	NOT YET SUBMITTED	
N/A	EXCAVATION PERMIT	NOT YET SUBMITTED	
N/A	PLANS AND PLAT (CONSTRUCTION)	NOT YET SUBMITTED	

FDEP PERMITS

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

SFWMD PERMITS

APPLICATION #	DESCRIPTION	STATUS	DATE
N/A	ENVIRONMENTAL RESOURCE PERMIT	NOT YET SUBMITTED	
N/A	WATER-USE DEWATERING PERMIT	NOT YET SUBMITTED	
N/A	WATER-USE IRRIGATION PERMIT	NOT YET SUBMITTED	

EXHIBIT 5

PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as this “Agreement”) is made and entered into this _____ day of _____, 2024, by and between **Peninsula Improvement Corporation**, a Florida corporation, with a mailing address of 2600 Golden Gate Parkway, Naples, Florida 34105, (hereinafter referred to as “Lessor”) and **Brightshore Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102 (hereinafter referred to as “Lessee” or “District”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements within the boundaries of the District; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District Manager is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the District desires to enter into an agreement for infrastructure construction project management services relating to the on-site construction of infrastructure improvements that will either be constructed by the District or acquired by the District; and

WHEREAS, Lessor agrees to provide a person qualified to render such services who may work under the direction of the District Manager from time-to-time under such terms as are detailed below.

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

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Paragraph 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual or individuals with qualifications appropriate to assist in infrastructure construction project management services, including construction contract administration functions, all as further described in Section 3 of this Agreement who will be designated by separate letter, for whatever sufficient time each week is necessary to complete the work (herein referred to as the “Construction Project Manager”). The Construction Project Manager’s salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Construction Project Manager; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Construction Project Manager.

3. DUTIES. The Construction Project Manager shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager. The Construction Project Manager shall be responsible for assisting the District Engineer in the management of District infrastructure construction projects in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants. The composition and functions of the Construction Project Manager is more specifically described in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by reference.

4. TERM. The initial term of this Agreement shall be for a one (1) year period, beginning [REDACTED], 2024 ("Commencement Date") and ending [REDACTED], 2025. This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days' written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. OFFICE SPACE AND SUPPORT SERVICES. Lessee and Lessor shall coordinate to provide the Construction Project Manager with such supplies or support as shall be reasonably necessary for the Construction Project Manager to render services on behalf of Lessee in accordance with this Agreement.

6. COMPENSATION.

A. For and in consideration of the lease of the services to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor an amount not to exceed three percent (3%) of total scope of project construction costs for the Construction Project Manager's time spent assisting District Engineer with the management of the District's on-site infrastructure construction projects. Lessor shall submit a bill to the District Engineer for monthly services at its hourly rate schedule attached hereto as **Exhibit B**. District and Lessor agree that any such payment permitted hereunder shall be payable only from any District bond series construction account funds; funds provided pursuant to a project completion agreement; or from funds provided pursuant to any developer funding agreement. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as the Construction Project Manager. In no event shall this Agreement be construed as an employment agreement between the Construction Project Manager and Lessee.

B. The parties agree and covenant that any change in services or compensation under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement.

7. CONTROL OF DISTRICT MANAGER. All services required to be rendered by the Construction Project Manager hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager or the District Manager's designee.

8. RELATIONSHIPS. Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Construction Project Manager shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Construction Project Manager, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Construction Project Manager.

9. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. JURY WAIVER. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

12. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Lessor: Peninsula Improvement Corporation
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

B. If to District: Brightshore Community Development District
707 Orchid Drive, Suite 100
Naples, Florida 34102
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue

Tallahassee, Florida 32301
Attn: District Counsel

C. If to the Landowner:

Hogan Farms, LLC
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

With a copy to:

Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: Matthew L. Grabinski

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

13. INDEMNIFICATION. The parties agree to indemnify and hold each other harmless from and against any and all damages, losses or claims, up to the amounts set forth in section 768.28, Florida Statutes, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to gross negligence of the other.

14. IMMUNITY. Lessor agrees that nothing contained in this agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

15. INSURANCE. Lessor shall, at its own expense, maintain insurance during the performance of the Construction Project Manager's Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000

Bodily Injury / Property Damage

Professional Liability for
Errors and Omissions

\$1,000,000

Lessor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. Lessor is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If Lessor receives notice of cancellation or non-renewal from an insurer, then Lessor shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.

If Lessor fails to have secured and maintained the required insurance, the District shall notify Lessor and, if such failure is not cured within three (3) business days of Lessor's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to Lessor.

16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

17. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.

18. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

19. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

20. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

21. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

22. SEVERABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

23. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

24. CAPTIONS. The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

25. ENTIRE AGREEMENT; BINDING EFFECT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

26. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Attest:

Brightshore Community Development District

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Print Name

Print Name: _____

Attest:

Peninsula Improvement Corporation,
a Florida corporation

Witness

By: _____

Print Name: _____

Print Name

Title: _____

EXHIBIT A

SCOPE OF SERVICES

The duties, obligations, and responsibilities of the Construction Project Manager are to assist the District Engineer in the provision of services in connection with the construction of the Master Capital Improvement Program for the District (the “Project”) as more particularly described below (each of the items below together, the “Services”):

1. Attend Project preconstruction meetings with District and contractor for the Project (“Contractor”).
2. Coordination of District Board approved contractors performing various work items associated with District projects.
3. Coordination and attendance of periodic project construction meetings.
4. Assistance with bidding, in accordance with District rules of procedure and Florida law, for identified project services.
5. Provide initial review of improvements during site work, landscape and irrigation, hardscape, recreational items and building improvement installation.
6. Provide a second review of improvements during before mentioned improvements installation.
7. Assist District Engineer in the review of pay applications, improvements and documentation submitted by Contractor.
8. Coordinate Engineer’s or Architect’s responses to field questions and document changes or clarifications as needed by the Contractor, District and agencies having jurisdiction.
9. Coordinate the testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by District, the District Engineer and permitting agencies.
10. Perform such other tasks as may be determined necessary and agreed to by the parties to this Agreement.

The Construction Project Manager shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Construction Project Manager’s professional and related services performed under this Agreement shall be the care and skill ordinarily used by consultants providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

EXHIBIT 6

**ADDENDUM AND AMENDMENT TO, AND ASSIGNMENT OF RIGHTS AND
ASSUMPTION OF LIABILITIES UNDER, OWNER-ARCHITECT AGREEMENT**

Assignor: Barron Collier Companies
Owner/Assignee: Brightshore Community Development District
Architect: Joiner Architecture, LLC

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Barron Collier Companies ("BCC"), does hereby transfer, assign and convey unto Brightshore Community Development District ("Owner"), all of the rights, interests, benefits and privileges of BCC under that certain Owner-Architect Agreement (the "Architect Agreement"), dated May 10, 2024, by and between BCC and Joiner Architecture, LLC ("Architect"), providing for certain architecture and other design services related to a project known and identified as Brightshore Amenity Campus, Brightshore Community Development District, Collier County, Florida (the "Project"). Further, Owner does hereby assume all obligations of BCC under the Architect Agreement arising or accruing after the date hereof.

BCC hereby agrees to indemnify, defend, and hold harmless Owner from and against all losses, costs, or expenses (including, without limitation, reasonable attorneys' fees) resulting by reason of BCC's performance under the Architect Agreement prior to the date hereof or failure to perform any of the obligations under the Architect Agreement arising or accruing prior to the date hereof.

Architect hereby consents to the Assignment of the Architect Agreement and all of BCC's rights, interests, benefits, privileges, and obligations to Owner.

Executed in multiple counterparts to be effective the ____ day of November, 2024.

BARRON COLLIER COMPANIES

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

JOINER ARCHITECTURE, LLC

By: _____
Printed Name: _____
Title: _____

DRAFT

EXHIBIT A

ADDENDUM (“ADDENDUM”) TO ARCHITECT AGREEMENT

1. **ASSIGNMENT.** This Addendum applies to that certain agreement (as amended hereby, “**Architect Agreement**”) between the Brightshore Community Development District (“**District**” or “**Owner**”) and Joiner Architecture, LLC (“**Architect**”), previously assigned to the District by BCC. To the extent the terms of the original Architect Agreement conflict with this Addendum, the terms of this Addendum shall control.

2. **OWNER OBLIGATIONS.**

- a. The Architect shall notify the District when the services of other consultants are reasonably necessary and, with the District’s prior approval, the Architect shall retain such consultants as Subconsultants to Architect. Architect shall be responsible for all acts or omissions of any Subconsultants, as though such acts or omissions were conducted by Architect.
- b. Section F.6. of the Architect Agreement is hereby deleted.

3. **ASSISTANCE WITH CONSTRUCTION ADMINISTRATION.** By way of clarification, the Architect shall assist the Owner’s Construction Administrator and Owner’s representative in the various tasks associated with administering the Construction Contract.

4. **REUSE OF DOCUMENTS.** All documents including drawings, plans and specifications furnished by Architect to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

5. **WARRANTIES.** The District shall be a direct beneficiary under all warranties set forth in the Architect Agreement and any contracts with Subconsultants, as applicable. Upon Substantial Completion, Architect shall reasonably cooperate with the District to assign and deliver any warranties under the Architect Agreement and any Subconsultant agreements to the County. All such warranties shall name Owner as beneficiaries.

6. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Architect Agreement, all payments to the Architect shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80 of the *Florida Statutes*. Architect shall make payments due to Subconsultants within ten (10) days. All payments due and not made within the time prescribed by Section 218.74, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance.

7. **PUBLIC RECORDS.** Architect understands and agrees that all documents of any kind provided to the Owner in connection with this Architect Agreement may be considered public records in accordance with Chapter 119, *Florida Statutes*, and other Florida law. Accordingly, Architect agrees to comply with all such laws, and cooperate with the Owner in retaining such records for the applicable time periods established under Florida law, and provision of such records in response to such requests. Architect shall promptly notify the Owner in the event that the Architect receives a request for any such records. To the extent applicable, the provisions of Section 119.0701, *Florida Statutes* are incorporated herein by this reference.

IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT MANAGER, BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, C/O RUSS WEYER, REAL ESTATE ECONOMETRICS, INC., 707 ORCHID DRIVE, SUITE 100, NAPLES, FLORIDA 34102, RWEYER@REE-I.COM, (239) 269-1341.

8. SOVEREIGN IMMUNITY. Nothing in the Architect Agreement shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Architect Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. NO LIEN RIGHTS. Architect agrees that the Owner is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the Owner or the Owner's property, there are no lien rights available to any person providing materials or services for improvements in connection with the project.

10. NOTICES. Notices provided to the Owner pursuant to the Architect Agreement shall be provided to the following individuals:

District: Brightshore Community Development District
707 Orchid Drive, Suite 100
Naples, Florida 34102
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Pursuant to Section 287.135(2), *Florida Statutes*, Architect represents that Architect has not been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (together, "**Scrutinized Companies Lists**"), and is not engaged in business operations in Cuba or Syria. If the Architect or any of its Subconsultants is found to have falsely represented its status under Section 287.135(5), *Florida Statutes*, or has been placed on any of the Scrutinized Companies Lists or has been engaged in business operations in Cuba or Syria, the Architect shall immediately notify the District, at which time District may immediately terminate the Architect Agreement or may require the Architect, at the Architect's expense, to terminate any contractual relationship with any such Subconsultants.

12. PUBLIC ENTITY CRIMES STATEMENT. Pursuant to Section 287.133, *Florida Statutes*, Architect acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or

replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, *Florida Statutes* for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Architect represents that neither itself nor any Subconsultants retained hereunder meet any of the prohibited criteria set forth in Section 287.133, *Florida Statutes*. If the Architect or any of its Subconsultants is found to have falsely represented its status under Section 287.133, *Florida Statutes*, or later been placed on the convicted vendor list, the Architect shall immediately notify the District, at which time District may immediately terminate the Architect Agreement or may require the Architect, at the Architect's expense, to terminate any contractual relationship with any such Subconsultants.

DRAFT

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

JOINER ARCHITECTURE, LLC

Witness

By: _____
Its: _____

Print Name of Witness

**BRIGHTSHORE COMMUNITY DEVELOPMENT
DISTRICT**

Witness

By: _____
Its: _____

Print Name of Witness

EXHIBIT 7

Engineering Agreement Forthcoming

EXHIBIT 8

BRIGHTSHORE EAST ENTRANCE CONSTRUCTION

Evaluation Committee:

1. Dan Hartley, CDD Representative
2. Kyle Fruth, CDD Representative
3. Kristina Johnson, Land Owner Representative
4. Ted Tryka, CDD engineer

EXHIBIT 9

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
EAST ENTRANCE CONSTRUCTION REQUEST FOR QUALIFICATIONS

PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Collier County and the State of Florida.

2. EXPERIENCE (25 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

3. PERSONNEL & EQUIPMENT (25 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; consider whether the firm is a Collier County local business or proposes to utilize Collier County local business(es) to perform the work; etc.

4. FINANCIAL CAPACITY (10 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

5. PRICE (25 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing.

6. SCHEDULE (15 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule.

100 Total Points Possible

EXHIBIT 10

BRIGHTSHORE EAST ENTRANCE CONSTRUCTION GENERAL SCOPE

The future Brightshore development, located on Immokalee Road east of Redhawk Lane approximately six miles northeast of the Collier County Fairground and Big Corkscrew Island Regional Park, requires roadway improvements for its east entrance to the proposed single-family residences and commercial retail development (Phase 1). The Immokalee Road improvements include construction of a right and left turn lane into the development, mill and overlay of existing pavement, shoulder regrading, and the associated maintenance of traffic. Improvements require clearing for the proposed turn lane, material import, drainage improvements, and complete resurfacing of the existing of Immokalee Road within the project limits. The proposed construction will be maintained within the Collier County right of way as such project details are provided within a ROW construction plan set and are to follow Collier County and FDOT specifications.

EXHIBIT 11

BRIGHTSHORE EAST ENTRANCE CONSTRUCTION

1. SUMMARY OF SCHEDULE. The District anticipates the following schedule for the procurement, though certain dates may be subject to change:

DATE/TIME	EVENT
November 15, 2024	RFP Notice is issued.
November 22, 2024	RFP Project Manual available upon request.
December 2, 2024 at 5 p.m. (EST)	Deadline to challenge RFP Project Manual.
November 22, 2024 to December 20, 2024	Site inspections available. (Notify Project Engineer.)
December 13, 2024 at 5 p.m. (EST)	Deadline for questions.
January 15, 2025 at 1 p.m. (EST)	Proposals submittal deadline / Official bid opening meeting.