Brightshore
Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901
www.brightshorecdd.com

The meeting of the Board of Supervisors of the **Brightshore Community Development District** will be held **Monday, September 14, 2026, at 2:00 p.m. at** Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105. The agenda is as follows:

BOARD OF SUPERVISORS' MEETING AGENDA

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

2. **Public Comment Period**

3. **General District Items**

   A. Proof of Publication *(provided under separate cover)* — Exhibit 1

4. **Organizational Matters**

   A. Board of Supervisors August 10, 2026, Meeting Minutes — Exhibit 2
   B. Consideration of Resolution 2026-09, Designating Officers Of The District — Exhibit 3

5. **Administrative Matters**

   A. Consideration of Resolution 2026-10, Setting a Regular Meeting Schedule for Fiscal Year 2026-2027 — Exhibit 4
   B. Consideration of Resolution 2026-11, Adopting Goals, Objectives And Performance Measures and Standards — Exhibit 5
   C. Consideration of Major User Agreement with Collier County For Irrigation IQ Water — Exhibit 6
   D. Consideration of Master Declaration Joinder with CDD *(provided under separate cover)* — Exhibit 7
   E. Ratification of Offsite Environmental Maintenance Agreement — Exhibit 8

6. **Budgetary Matters**

   A. Consideration of the Revised O&M Methodology Pro Rata Share Builders Contributions — Exhibit 9
   B. Consideration of Assignment of True-Up Agreements — Exhibit 10
      - Taylor Morrison
      - Christopher Alan Homes
      - Toll Brothers

pfm

- Pulte Homes

7. Construction Matters

A.	Consideration of Earthwork and Roadway Construction Change Order #2	Exhibit 11
B.	Consideration of Roundabout Change Order #2	Exhibit 12
C.	Consideration of Jensen Utility Change Order #2	Exhibit 13
D.	Consideration of Irrigation Easement from Hogan Farms to the CDD	Exhibit 14
E.	Consideration of Collier County Utility Agreement Amendment #2	Exhibit 15
F.	Consideration of Construction and Escrow Agreement	Exhibit 16
G.	Consideration of Temporary Access Easement	Exhibit 17
H.	Discussion of Updates on Construction Projects	Exhibit 18

8. Financing Matters

A.	Ratification of Purchase Requisition Form with Heritage Landscape Supply	Exhibit 19
B.	Ratification of Requisition Nos. 10 & 11	Exhibit 20
C.	Review and Acceptance of July Monthly Financials	Exhibit 21

Other Business

A. Staff Reports:
- District Manager
- District Counsel
- District Engineer

9. Board Members' Comments/ Requests

10. Public Comments

11. Adjournment

Brightshore
Community Development District

General District Items

Proof of Publication
(provided under separate cover)

Brightshore
Community Development District

Organizational Matters

Board of Supervisors August 10, 2026,
Meeting Minutes

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
3501 Quadrangle Blvd, Suite 270
Orlando, FL 32817

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Monday, August 10, 2026
Barron Collier Companies Offices
2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105
2:00 p.m.

Board Members present at roll call:

Nick Casalanguida	Chair	
Cee Cee Marinelli	Vice Chairperson	
Amanda Maurizi	Assistant Secretary	
David Hurst	Assistant Secretary	
Ramona Stockman	Assistant Secretary	

Also present were:

Vivian Carvalho	PFM Management Services LLC	
Russ Weyer	PFM Management Services LLC	
Ashley Quiros	PFM Management Services LLC	(via phone)
Angeline Agoncillo	PFM Management Services LLC	(via phone)
Ted Tryka	LJA Engineering	
Alyssa Wilson	Kutak Rock, P.A.	(via phone)
Kristina Johnson	Barron Collier Companies	
Dan Hartley	Peninsula Engineering	

FIRST ORDER OF BUSINESS **Organizational Matters**

Call to Order and Roll Call

Ms. Carvalho called the meeting of the Brightshore Community Development District Board of Supervisors to order at 2:00 p.m. and roll call was initiated. A quorum was established with the attendance of Board Members outlined above. Others in attendance or via speaker phone are also listed above.

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS **General District Matters**

Proof of Publication – Exhibit 1

Ms. Carvalho noted the Affidavit of Publication.

Ms. Carvalho noted Dan Hartley joined the meeting in progress via Teams conference call.

THIRD ORDER OF BUSINESS **Organizational Matters**

Board of Supervisors July 13, 2026, Meeting Minutes – Exhibit 2

The Board reviewed the minutes.

ON MOTION by Ms. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved July 13, 2026, Board of Supervisors Meeting Minutes.

FOURTH ORDER OF BUSINESS **Administrative Matters**

None to be considered at this time

FIFTH ORDER OF BUSINESS **Budgetary Matters**

Public Hearing on the Adoption of the District's Annual Budget – Exhibit 3

- **Public Comments and Testimony**
- **Board Comments**
- **Consideration of Resolution 2026-07, Adopting the Fiscal Year 2027 Budget**
- **Consideration of Resolution 2026-09, Levying Debt Assessment and Certifying an Assessment Roll**

Ms. Carvalho requested a motion to open the Public Hearing.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board opened the Public Hearing.

There were no public comments at this time.

There were no Board comments at this time.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board closed the Public Hearing.

Ms. Carvalho reviewed Resolution 2026-07 with the Board.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman with all in favor, the Board accepted Resolution 2026-07, Adopting the Fiscal Year 2027 Budget

Ms. Carvalho reviewed Resolution 2026-08 with the Board.

Ms. Wilson noted that this is an administrative process for the District to adopt an Assessment Roll.

There was discussion amongst the Board regarding Assessments.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board accepted Resolution 2026-09, Levying Debt Assessment and Certifying an Assessment Roll, subject to confirmation regarding availability of capitalized interest funds.

Consideration of O&M Methodology Pro Rata Share Builders Contribution – Exhibit 4

Mr. Weyer reviewed the O&M Methodology with the Board.

There was discussion amongst the Board regarding revision of the payment structure for the builders' contributions.

Ms. Wilson noted there will need to be edits made to each builder's agreements with the updated payment structure.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved the O&M Methodology Pro Rata Share Builders Contribution, in substantial form.

Consideration of Landowner Cost Share Agreement – Exhibit 5

Ms. Carvalho reviewed the agreement.

Mr. Weyer noted the agreement may need to be adjusted to reflect the correct percentage.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved the Landowner Cost Share Agreement, in substantial form.

Consideration of Fiscal Year 2027 Builders Funding Agreement – Exhibit 6

- **Taylor Morrison**
- **Christopher Alan Homes**
- **Tolls Brother**
- **Pulte Homes**

Ms. Carvalho presented the Builders Funding Agreements. She recommended the Board approve in substantial form subject to the confirmation of the builder's contributions.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved the Fiscal Year 2027 Builders Funding Agreement, in substantial form.

SIXTH ORDER OF BUSINESS **Construction Matters**

Consideration of Temporary Construction Easement Agreement to HOA with Guardhouse Construction – Exhibit 7

Ms. Wilson reviewed the Agreement with the Board. She noted the Homeowners Association is planning to construct a Guardhouse on District property and upon completion, they will convey ownership to the District for operation and maintenance.

There was discussion amongst the Board regarding the contractual operation of the gate once the Guardhouse is conveyed to the District.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board approved Temporary Construction Easement Agreement to HOA with Guardhouse Construction.

Consideration of Amendment to Construction Contract for Utility & Drainage Project with Jensen Underground Utilities – Exhibit 8

Ms. Wilson noted that this Amendment is to ensure there is clarity in the construction contract regarding the intent to process this agreement as a lump sum.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved Amendment to Construction Contract for Utility & Drainage Project with Jensen Underground Utilities.

Consideration of Amendment to Construction Contract with South Florida Excavation for Earthwork and Paving – Exhibit 9

Ms. Wilson noted this Amendment is to ensure this agreement is being processed as lump sum based on percentage complete.

The Board reviewed the agreement.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved Amendment to Construction Contract with South Florida Excavation for Earthwork and Paving.

Consideration of Notice of Commencement with Jensen Underground Utilities – Exhibit 10

Ms. Wilson reviewed the Notice of Commencement.

ON MOTION by Mr. Hurst, seconded by Ms. Marinelli, with all in favor, the Board approved Notice of Commencement with Jensen Underground Utilities.

Discussion Pertaining to Process and Reimbursement for Utility Impact Fees – Exhibit 12

Ms. Johnson gave an overview of the process and reimbursement of the utility impact fee credits. She noted there is an agreement in place with the builders where they will pay 50% of costs at closing and the remaining 50% will be paid 18 months later. She noted the District is currently working with the County on what the process is for transferring the credits to each of the builders' tracts of land.

There was discussion amongst the Board regarding the process of transferring the credits to the builders.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved Authorization of the Chair to finalize documents needed to transfer credit to the builder in 2 Installments.

SEVENTH ORDER OF BUSINESS **Financing Matters**

Consideration of Resolution 2026-08, Establishing Checking Account and Signers – Exhibit 12

Ms. Carvalho reviewed the Resolution with the Board.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board approved Resolution 2026-08, Establishing Checking Account and Signers.

Ratification of Requisitions 8 & 9 – Exhibit 13

The Board reviewed the Requisitions.

Ms. Johnson gave an overview of how Requisitions are processed.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board ratified Requisition 8 & 9.

Review and Acceptance of June Monthly Financials – Exhibit 14

Ms. Carvalho gave an overview of the June Monthly Financials.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board accepted June Monthly Financials.

EIGHTH ORDER OF BUSINESS **Other Business**

Staff Reports

District Manager – No report.

District Counsel – No report.

Ms. Stockman had questions about the tax roll and assessments.

Mr. Weyer provided an overview of the annual process of O&M process.

District Engineer – Mr. Tryka made comments regarding his site visit. He noted he was able to certify a certain amount of construction complete for the builder agreements.

Mr. Casalanguida noted they are ahead of schedule.

The Board reviewed visuals of upcoming projects

Board Members' Comments/Requests

There were no comments or requests at this time.

Public Comments

There were no public comments at this time.

NINETH ORDER OF BUSINESS **Adjournment**

There was no further business to discuss.

On MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the August 10, 2026, Board of Supervisors' Meeting of the Brightshore Community Development District was adjourned at 2:53 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson/Vice Chairperson

Brightshore
Community Development District

Organizational Matters

Consideration of Resolution 2026-09,
Designating Officers of the District

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS UPDATING THE OFFICERS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA FOR FISCAL YEAR 2026-2027; AND SETTING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") desires to update the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	Nick Casalanguida
Vice Chairperson	Cee Cee Marinelli
Secretary	Vivian Carvalho
Assistant Secretary	Ramona Stockman
Assistant Secretary	Amanda Maurizi
Assistant Secretary	David Hurst
Assistant Secretary	G. Russell Weyer
Assistant Secretary	Ashley Quiros
Treasurer	Jennifer Glasgow
Assistant Treasurer	Angeline Agoncillo
Assistant Treasurer	Verona Griffith
Assistant Treasurer	Rick Montejano
Assistant Treasurer	Audrey Ryan

PASSED AND ADOPTED this 14th day of September 2026.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

Brightshore
Community Development District

Administrative Matters

Consideration of Resolution 2026-10,
Setting a Regular Meeting Schedule for Fiscal
Year 2026-2027

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2026-2027

WHEREAS, the Brightshore Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 2004-423, Laws of Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2026-2027 annual meeting schedule as attached in **Exhibit A**;

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

1. The Fiscal Year 2026-2027 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.

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

PASSED AND ADOPTED THIS 14TH OF SEPTEMBER 2026.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair

EXHIBIT "A"

BOARD OF SUPERVISORS' MEETING DATES
BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027

October 12, 2026
November 9, 2026
December 14, 2026
January 11, 2027
February 8, 2027
March 8, 2027
April 12, 2027
May 10, 2027
June 14, 2027
July 12, 2027
August 9, 2027
September 13, 2027

All meetings will convene at 2:00 p.m. at the Barron Collier Companies Offices, 2600 Golden Gate Parkway, Naples, FL 34105.

Brightshore
Community Development District

Administrative Matters

Consideration of Resolution 2026-11,
Adopting Goals, Objectives and Performance
Measures and Standards

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida ("HB 7013") and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2026, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A.** The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District's success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

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

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

PASSED AND ADOPTED this 14th day of September 2026.

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

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Exhibit A:

Brightshore Community Development District

Goals, Objectives and Annual Reporting Form

Performance Measures/Standards &
Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.
Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of four board meetings were held during the Fiscal Year.
Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and/or via electronic communication.
Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, and/or electronic communications).
Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.
Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.
Standard: 100% of monthly website checks were completed by District Management.
Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.
Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.
Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.
Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.
Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.
Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.
Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.
Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.
Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____ Date:_____

Print Name:_____

District Manager:_____ Date:_____

Print Name:_____

Brightshore
Community Development District

Administrative Matters

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

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

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

RECITALS

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

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

WHEREAS, the Board of County Commissioners (Board) has adopted Ordinance No. 2013-48, as amended, to maintain compliance with District Wastewater Reclamation Facility operating permits, applicable laws, rules, and regulations, ensure consistency with the IQ Water Policy and allow for optimization of the District's IQ Water System; and,

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

WHEREAS, the User is a Community Development District ("CDD") located in unincorporated Collier County, Florida, created by Collier County Ordinance No. 2022-50, that consists of various commercial and residential builder tracts within the geographic boundary of the CDD, which lands are described and depicted as all of those lands included in the initial plat of BRIGHTSHORE VILLAGE recorded in Plat Book 78, pages 1 through 24 of the public records of Collier County, Florida and is graphically depicted in Exhibit "A", attached hereto (the "Project" or "Property"); and,

WHEREAS, each residential neighborhood within the Project (each, a "Neighborhood")is required

to establish a homeowner's association to operate such neighborhood's common areas and to govern such neighborhood (each, a "Neighborhood Association"); and

WHEREAS, all of the residential Neighborhoods in the Project are (or will be) subject to the Master Declaration of Covenants, Easements and Restrictions for Brightshore (the "Master Declaration"); and

WHEREAS, all of the residential Neighborhoods, as well as the commercial portions of the Project are also (or will be) subject to that certain Declaration of Easements and Cost Sharing Agreement (the "Cost Sharing Declaration"); and

WHEREAS, for purposes of this Agreement, each Neighborhood Association, each commercial tract, and any commercial property owners association that may be established within the Project are each referred to generally as a "sub-User"; and

WHEREAS, reference is made to that certain Agreement to Provide Potable Water, Wastewater and Irrigation Water Utility Services dated December 13, 2022 and recorded in O.R. Book 6204, page 1721 of the public records of Collier County (as amended and as partially assigned to the CDD) (the "Utility Services Agreement"); and

WHEREAS, in accordance with its obligations under the Utility Services Agreement, the District agrees to deliver IQ water and the User agrees to receive, accept, and beneficially reuse IQ water upon and for the Property and in accordance with the terms, conditions and responsibilities of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. RECITALS. The recitals above are true and correct and are hereby incorporated into and made a part hereof.

2. CAPITALIZED AND UNDEFINED TERMS SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE DISTRICT IQ WATER POLICY.

3. USER'S REPRESENTATION AS TO THE PROPERTY RECEIVING THE DISTRICT'S IQ WATER . The User hereto represents and warrants to the District that the Party identified herein as the User constitutes the entity that will receive and distribute the IQ water received from the District from the Point of Delivery to its sub-Users within the Property. The User further represents that:

A. Section 1.5 of the Master Declaration provides that (i) the User shall deliver irrigation quality water to each Neighborhood Association (via sub-meters installed by or at the direction of the User at the entrance of each Neighborhood), (ii) each Neighborhood Association will be responsible to pay the User for the irrigation usage as indicated on their sub-meter, and (iii) any irrigation line breakage or other irrigation related issue located downstream of the Neighborhood's sub-meter shall be maintained, repaired and from time to time replaced by the

applicable Neighborhood Association, and shall not excuse the Neighborhood from paying the User for the irrigation water; AND

B. Sections 5.3 through 5.6 of the Cost Sharing Declaration (i) require each Neighborhood Association and each owner of commercial property (or the applicable commercial property owners association) to pay the User for irrigation water which will be billed by the User to the applicable sub-User based upon the applicable sub-meter, (ii) provide that irrigation charges plus interest (if unpaid) may result in a lien being recorded against the applicable Neighborhood or commercial tract, (iii) grant the User the right to collect late charges (in addition to interest), and (iv) grant the User the right to foreclose its lien for non-payment.

4. On June 25, 2013, the Board of County Commissioners (Board) adopted Ordinance No. 2013-48, as amended, relating to the production, sale and delivery of IQ Water to Users within the District for the benefit of both the Users and the District, among other provisions.

   Ordinance No. 2013-48, as amended, to include all of its definitions, terms, conditions, obligations and requirements, is hereby incorporated into this Agreement in its entirety by reference.

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

6. QUANTITY.

   Pressurized Service Customers: In accordance with Paragraph 10 of the Utility Services Agreement, the Landowner (as defined therein) provided the District with a basis of design for the IQ water distribution system for the Project, including the calculated demand and a master meter at the master Point of Delivery, which was submitted to and approved by the County under Collier County Planning Application No. PL20260004925. The basis of design resulted in a calculated usage/need of 2.248 million gallons per day (MGD) (average annual daily flow basis) (for purposes of this Agreement, the "Allocation") (and it is recognized that the actual daily demand will be higher due to the limited number of actual watering days)..

   The District is not obligated to provide any additional IQ Water to the User beyond the User's Allocation for the term of this Agreement. However, based upon IQ Water availability, the District will use all reasonable efforts pursuant to the terms of this Agreement to provide the User with additional volumes of IQ Water beyond the User's Allocation subject to availability; failing which the District will substitute with potable water (which will be

billed to User at IQ Water rates). Delivery of this additional IQ Water at any time does not grant the User with an increase to its Allocation under this Agreement. No Allocations will exceed the amount as is determined by the availability of the IQ Water (or potable water if IQ Water is not available).

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

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

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

Prior to the addition of any future Users of the IQ Water System, and based on IQ Water Availability, existing Major Users will be provided with an opportunity to increase their Allocations on a pro-rata basis up to the amount of one inch (1") per acre, per week, of the IQ Water Application Rate of the then recognized amount determined by the IQWAR utilization, in exchange for the User's water use permit substitution or offset credits. For the purpose of the application of this future User prioritization, any increase in IQ Water volume for existing Major Users will be based on the amount of the Major Users' irrigable acres irrigated with IQ Water in 2026.

7. TERM. The User agrees to receive from the District, IQ Water for approved uses for a minimum term from the effective date of this Agreement through and including September 30, 2030 (the "initial term"), and will thereafter automatically be renewed for successive five (5) year terms unless this Agreement is terminated by the mutual agreement of both Parties. Within no less than one hundred eighty (180) days and no more than three hundred sixty five (365) days from the end of the initial term or the then-current five (5) year renewal term, the Parties will meet and discuss whether an Amendment to this Agreement is reasonably warranted (based upon changes in applicable laws and/or regulations),. If the Parties agree that revisions are reasonably necessary (to ensure that the spirit and intent of this Agreement is preserved and/or to update Exhibit "D" if needed), then they will cooperate in good faith and will prepare and execute an amendment to this Agreement; for the avoidance of doubt, the exact timing as to when any amendment contemplated by the preceding clause is actually finalized and executed shall not prevent the automatic renewal of the term of this Agreement set forth above. .

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

9. POINT OF DELIVERY (POD). The POD is as defined in Ordinance No. 2013-48, as amended, and Exhibit "B", attached hereto depicts the location of the POD.

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

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

11. METERS. User's connection to the IQ Water System shall be metered in accordance with Ordinance No. 2001-73, as amended.

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

13. DISTRICT RESPONSIBILITIES DOWNSTEAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in the Special Provisions paragraph in this Agreement to the contrary, the District shall NOT own, operate, or maintain the IQ water distribution system and shall not be deemed to be in possession or control of the IQ water distribution system downstream of the POD.

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

15. USER RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in the special provisions paragraph in this Agreement or the Utility Services Agreement to the contrary, the User shall take full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance, repair and distribution of the IQ water and IQ water system downstream of the POD (but subject to User's rights (and to the obligations of each sub-User) under the Master Declaration and Cost Sharing Declaration. All downstream connections to the IQ water system from the POD shall be metered at the sub-User's connection point (in accordance with the applicable standards set forth in Ordinance No. 2013-48, as amended (up to the point of connection for such sub-User). The User shall not charge any sub-User more than the actual cost that the User pays the District for IQ Water as provided in Section 134-175 – Submetering, of the Collier County Code of Laws and Ordinances, as amended.

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

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

    The User is prohibited from distributing the IQ Water supplied by the District under this Agreement to stormwater lakes/ponds where the discharge of the supplied IQ Water from such storage lakes/ponds could be intermittently or continuously discharged into waters of the State of Florida. If it is discovered that the User is storing IQ Water supplied by the District in stormwater lakes/ponds that discharge intermittently or continuously to waters of the State, the District can terminate this Agreement immediately upon providing written notice to the User.

    Notwithstanding the foregoing, the User is not prohibited from storing the IQ Water provided by the District in lakes or ponds that do not intermittently or continuously discharge IQ Water to waters of the State. Should the User intend to store IQ Water into such lakes or ponds, it shall provide the District with the following at least 30 days prior to introducing any IQ Water into such storage systems:

a. A complete inventory of such storage systems that includes:

1. The name or identifier of the storage system.
2. The location of the storage system (latitude/longitude).
3. The function of the storage system (system storage or reject storage).
4. Type of facility (covered tank, uncovered tank, lined pond, or unlined pond).
5. Confirmation that the storage facility is not and does not discharge either intermittently or continuously into State waters.
6. Distances of the storage facilities to the nearest public water supply wells and to the nearest potable water supply wells that are not public water supply wells.

16. USER RESPONSIBILITY TO CONVEY EASEMENTS FOR IQ WATER FACILITIES TO DISTRICT. Upon the request from the District, the User, its successors and/or assigns, shall convey to District any and all utility and/or access easements necessary for the portion of the IQ water distribution system located upstream from the POD on their premises, at no cost to the District. All such documents shall be prepared, reviewed and processed in accordance with the provisions of Ordinance No. 2004-31, as amended, Ordinance No. 2013-48, as amended, and recorded as set forth herein.

17. CONSERVATION. User shall make all reasonable efforts to conserve IQ Water.

18. INDEMNIFICATION AND HOLD HARMLESS.

(i) Upon a finding through a production of competent evidence that: (a) the District has not placed anything either into or onto the User's property without the User's written consent, and (b) the User is responsible for injury to persons on, or damages to the property of the District, the User, expressly without waiving any of its rights to sovereign immunity, and then only to the extent permitted by Florida law, in particular, Section 768.28, Florida Statutes, indemnifies and holds the District harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the User, its agents, employees, residents, guests, or invitees, whose acts or omissions for which the District may be held liable during the District's performance of this Agreement; to specifically include any cross connections made by the User, including, but not limited to: between potable water, IQ water, surficial water and any other additional or supplemental water sources. User acknowledges that IQ water, due to its chemical composition, may not be compatible with the Users' irrigation of certain susceptible vegetation. User agrees that District will not be held liable for any damages that may occur to vegetation or for any other damages that may occur due to the use of IQ water by the User provided that the quality of the IQ Water that is delivered to the User meets all applicable state, federal and local requirements at the District's Compliance Points.

(ii) Upon a finding through the production of competent evidence that: (a) the User has not placed anything either into or onto the District's property or the District's easements

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

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

19. CROSS CONNECTIONS PROHIBITED.

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

To determine the presence of any potential hazards to the District's potable or IQ Water Systems, the District shall have the right, but not the duty, to enter upon the Property and operate the system of the User or any of its sub-User's receiving IQ Water for the purpose of performing cross connection inspections. Section 3.4 of the Cost Sharing Declaration grants a perpetual access easement to the District over all common area tracts and the outdoor portions of residential Lots and commercial tracts, in favor of the District for the purpose of enabling the District to perform inspections from time to time to ensure that no cross connections exist between the irrigation system serving the Parcels and the utility lines delivering potable water to such parcels.

If a cross connection is found on the User's property or the property of a sub-User receiving District IQ water supplied by the User, the District will immediately suspend IQ Water service pursuant to the provisions of Collier County Ordinance No. 2013-48, as amended. The District will provide a verbal notification to the User, followed by a detailed written notice as soon as practicable. IQ Water service will only be reinstated upon: (a) the removal of the cross connection together with any

reasonable terms and conditions that the District determines are necessary to avoid future cross connections; (b) there is no history of previous cross connections or violations of the other provisions of Collier County Ordinance No. 2013-48, as amended, relating to the public health and safety by the User; and (c) the Florida Department of Environmental Protection (FDEP) provides its approval of the reinstatement to the District in a writing, if necessary. The User will be responsible for all costs incurred by the District and the User resulting from the cross connection. These costs include all potable or IQ Water used, including all potable water used for flushing lines, and follow-up cross connection inspections performed by a licensed professional irrigation contractor or a certified Reclaimed Water Field Inspector as mandated by the District. IQ Water service will not be restored prior to submittal of a written report summarizing the cross connection inspections with subsequent written approval by the District.

The User shall provide results of cross connection inspections performed upon initial connection to the District's System of User and each sub-User (for the avoidance of doubt, service connections down-stream from each sub-User are not required to be inspected) and take all reasonable precautions to prevent any cross connections while making repairs or extensions to the User's irrigation system.

The User must provide the results of a cross connection inspection performed at each internal service connection, for itself and its sub-Users, prior to each future Agreement renewal. At the end of each 5-year term, one hundred percent of all potable and IQ Water service connections of User and each sub-User shall have been inspected (for the avoidance of doubt, service connections down-stream from each sub-User are not required to be inspected). The results of the cross connection inspections must be submitted to the District by the User within thirty days of inspection. At the time of the Agreement Renewal, the User is required to submit cross connection inspections for itself and all its existing sub-Users receiving IQ water under the Agreement (for the avoidance of doubt, service connections down-stream from each sub-User are not required to be inspected). The service connections that require inspections are listed in Exhibit "C." Additional cross connections inspections may be required as determined by the District when additional service connections are made by a sub-User or cross connections are found.

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

The User is receiving <u>Pressurized</u> Service under this Agreement.

A. Pressurized Service will be billed by the District as the actual metered IQ Water delivered at the User's POD in addition to the service availability charge. Users with Pressurized Service may be subject to future conservation rates.

21. BILLING. Subject to terms and conditions of this Agreement, the District shall invoice the User for services on a monthly basis in accordance with Ordinance No. 2001-73, as amended, billing cycle meter readings, calculated charges, and other applicable rates, fees, and charges. The invoice shall include the billing period of service, the amount of IQ water service flows for each billing cycle, the total dollar and cents amount of the invoice, the amount of any credit applicable to said invoice whether by payment or otherwise, the due date, and contact telephone number for any questions regarding the invoice.

22. UNPAID FEES CONSTITUTE A LIEN ON USER'S PROPERTY. The User acknowledges and agrees that in the event that any fees, rates, or charges for the IQ Water Service and facilities provided for under this Agreement are not paid and become delinquent, any unpaid balance and all interest accruing thereon shall constitute a lien on the User's property pursuant to Section 10 of Ch. 2003-353, Laws of Florida, the "Collier County Water-Sewer District Special Act" (the "Act").

23. USER EMERGENCY SITUATIONS. In the event of an emergency as defined in this Paragraph 23, the User shall notify any of those District representatives set forth herein and request that the supply of IQ Water temporarily cease. Such notice shall be made in writing where circumstances permit (an electronic writing is acceptable), and in the event of an immediate emergency, such notice may be by telephone with subsequent written confirmation. Emergencies shall include, but not be limited to, the following:

    (a) Climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it impossible for User to accept IQ Water.

    (b) Short term equipment or material failure, making it impossible for User to store or distribute the IQ Water.

    (c) An act of God that makes it impossible for User to accept, store or distribute the IQ water.

24. DISTRICT EMERGENCY SITUATIONS. The District may temporarily cease IQ Water Delivery in anticipation of a major storm event. This emergency situation shall not relieve the User from payment for that period of time.

25. DISTRICT NOT LIABLE FOR FAILURE TO DELIVER IQ WATER. So long as replacement (potable) water is delivered to the POD by the District (which the District agrees to charge User for at the same rate that the District charges User for IQ Water), the District shall not be held liable by the User for failure to deliver IQ Water if certain situations preventing delivery exist that are beyond the reasonable control of the District. Such situations include, but are not limited to, the following:

(a) Unavailability of IQ Water due to a loss or lack of influent to the water reclamation facilities due to a collection system failure or a reduction of wastewater influent flow beyond the anticipated low flow periods.

(b) Unavailability of IQ Water due to a process failure.

(c) Non-compliant IQ Water, making it unusable for approved uses.

(d) Equipment or material failure in the IQ Water delivery system, including storage and pumping.

(e) IQ Water treatment facility repair or maintenance.

(f) An act of God that makes delivery of IQ Water by the District not feasible or impossible.

(g) Unusual climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it not feasible or impossible for the District to deliver IQ Water.

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

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

USER:

_____

_____

_____

DISTRICT:
Wastewater Director
4370 Mercantile Avenue
Naples, FL 3401

With copies to:

_____

_____

_____

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

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

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

NAME, PHONE, EMAIL ADDRESS;

_____

( )_____

_____

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

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

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

28. USE OF IQ WATER. (i) The User hereby affirms that it has read, understands and will fully comply with the terms, conditions, requirements and obligations of Ordinance No. 2013-48, as amended, for the receipt of District IQ Water; and (ii) the User shall accept the IQ Water delivered by the District and use it only for approved uses on the User's Property pursuant to all applicable local, State, and Federal regulations.

29. CHANGES IN LAW/EXCUSE FROM PERFORMANCE.

(i) This Agreement will be governed for this initial term by the provisions of Collier County Ordinance No. 2013-48 as adopted on June 25, 2013, and as thereafter amended.

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

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

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

30. RIGHT TO TERMINATE. In the event of a default under this Agreement, the non-defaulting party shall provide the defaulting party written notice of the default. The defaulting party shall be given a minimum of thirty (30) days or such other reasonable time period (if the default cannot be cured in thirty (30) days) to cure the default. If the default is not timely cured, the non-defaulting party may notify the defaulting party in writing that it has elected to terminate this Agreement. In the event that there is default under this Agreement that could result in immediate harm to the Public's health or safety, the non-defaulting party may immediately suspend its performance under this Agreement to include the immediate suspension of the delivery of IQ Water if the non-defaulting Party is the District, by providing the defaulting Party with telephonic notice of such suspension followed up by written notice. Any such suspension shall continue until such time as the default is cured or the Agreement has been terminated.

31. ACCESS. User consents to the reasonable entry by the District upon the User's

Property as provided for by Ordinance No. 2013-48, as amended.

32. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the identified Parties hereto, and their successors in interest, or assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a Party hereto.

33. SEVERABILITY. If any court of competent jurisdiction finds that any part of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

34. LAND USE APPROVALS. This Agreement shall not be construed as a basis for granting, assuring, indicating, denying, refusing to grant or preventing any future grant of land use zoning approval, permissions, variances, special exceptions or any other rights with respect to the real property in the approved uses area, so long as those approvals do not render this Agreement null and void, and/or negatively impact the IQ use by the User.

35. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, Florida Administrative Code, Collier County Ordinances, and the IQ Water Policy, as they may be amended or replaced from time to time.

36. ASSIGNMENT. Assignment or transfer of the User's rights or obligations under this Agreement is prohibited without prior written consent of the District. Any attempt by User to assign or otherwise transfer this Agreement off the Property shall be deemed to be null and void.

37. BINDING EFFECT. This Agreement shall be binding upon the Parties hereto, their successors and assignees.

38. RECORDATION; AGREEMENT RUNS WITH THE LAND. This Agreement shall be executed in accordance with Florida Statutes to allow for it to be recorded in the Public Records of Collier County, Florida, at the District's cost, and shall thereby run with the land. Any easement granted by the User and any successor and/or assigns, or any termination issued hereunder, shall also be recorded in the Public Records of Collier County, Florida.

39. ENTIRE Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter referenced herein. Any amendment hereto shall be in writing duly executed with the same formalities as this Agreement by the Parties hereto, or their successors in interest to the Property. Each amendment shall

clearly and specifically refer to this Agreement by title and date. Any amendments to Ordinance No. 2013-48, as amended, or the IQ Water Policy shall not be applicable to the User during the initial five (5) year term of this Agreement.

40. SPECIAL PROVISONS. Exhibit "D" attached hereto depicts the general location of the sub-User connection points.

41. EXHIBITS. See attachments.

Witnesses:

AS TO USER: [Insert User Name]

_____
Witness (Signature)
Name: _____

_____

By: _____

_____
Print Name and title

_____
Witness (Signature)
Name: _____

_____
Witness (Signature)
Name: _____

_____
[USER NAME] – If a co-owner

_____
Witness (Signature)
Name: _____

AS TO THE DISTRICT:

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

By: _____
, DEPUTY CLERK

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

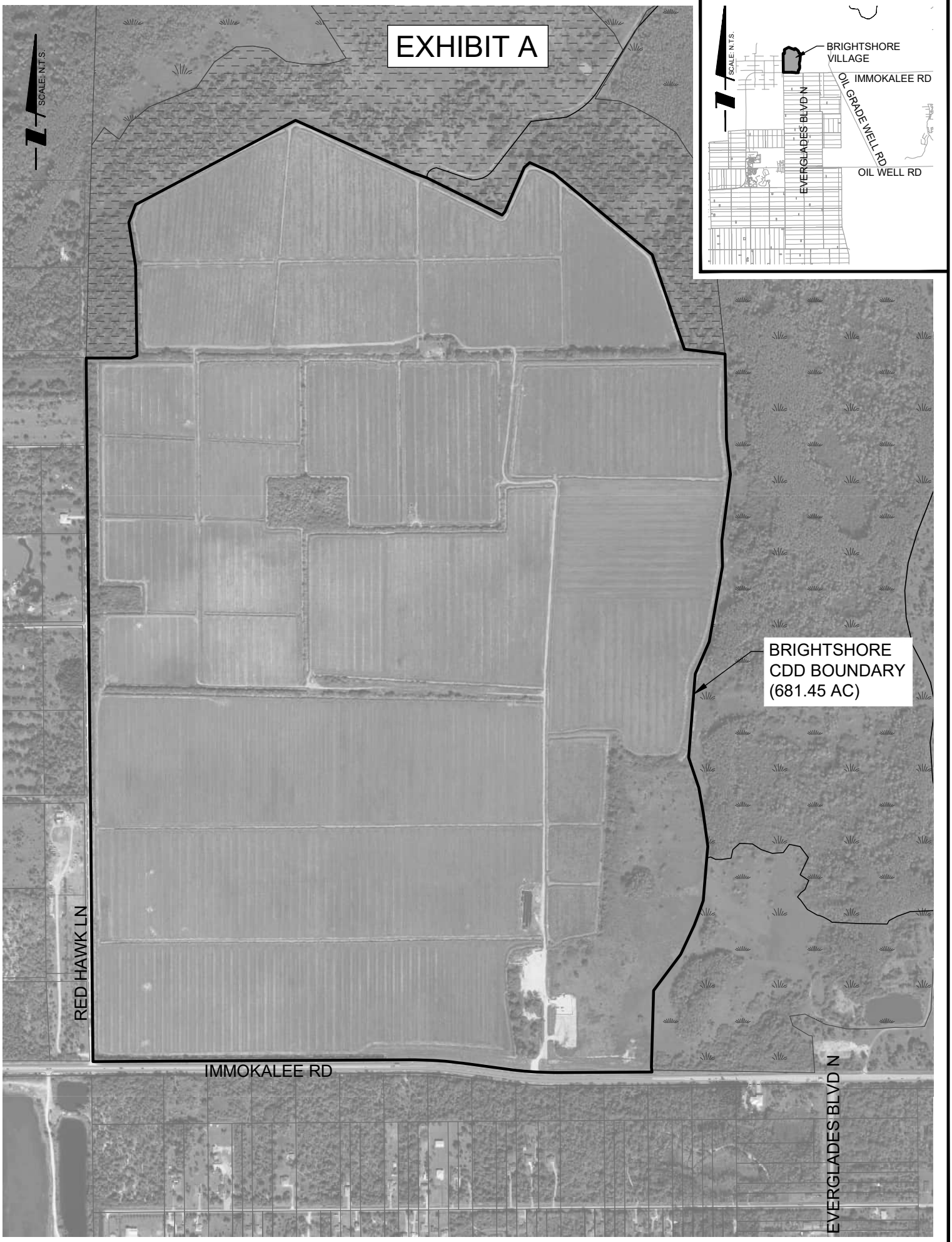
By: _____

Approved as to form and legality:

_____
Scott R. Teach
Deputy Collier County Attorney

EXHIBIT A

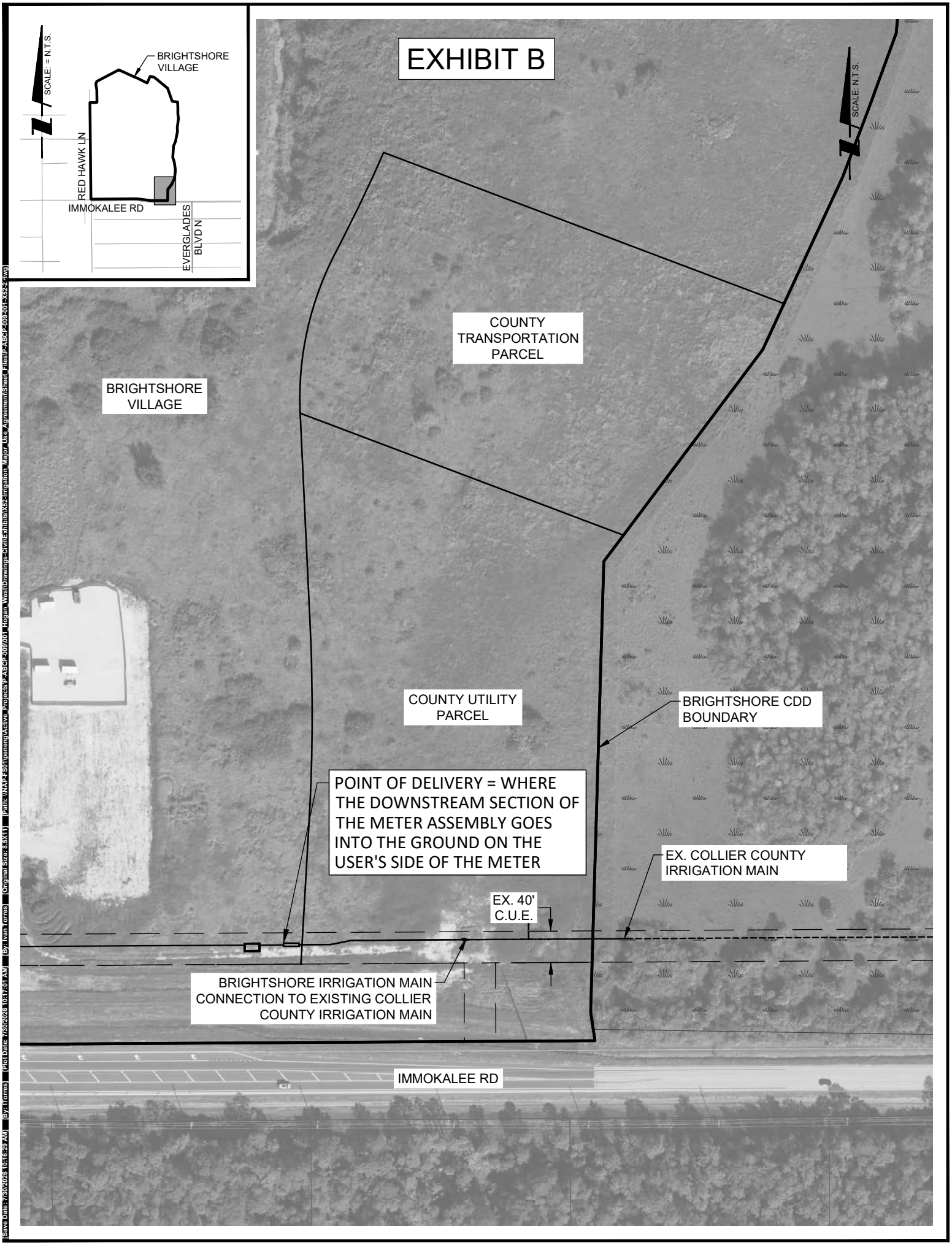
Property Description



Save Date: 7/24/2026 8:35:05 PM | By: I Torres | Plot Date: 7/30/2026 9:39:21 AM | By: Ivan Torres | Original Size: 8.5X11 | Path: \\NAPLFS01\Perem\Active Projects\P-ABGP-2009.001 - Hogan_West\Drawings\Civil\Exhibits\9x42 Irrigation_Major Use Agreement\Sheet Files\P-ABGP-2009-001-EX9-1.dwg

EXHIBIT B

Point of Delivery



Save Date: 7/30/2026 10:16:29 AM | By: I Torres | Plot Date: 7/30/2026 10:17:01 AM | By: Ivan Torres | Original Size: 8.5X11 | Path: \\NAPFS01\pentony\Active Projects\P-ABCP-2005001_Hogan_West\Drawings-Civil\Exhibits\X62-Irrigation_Major_Use_Agreement\Sheet_Files\P-ABCP-2005001X62-1.dwg

EXHIBIT C

Cross Connection Inspections Required

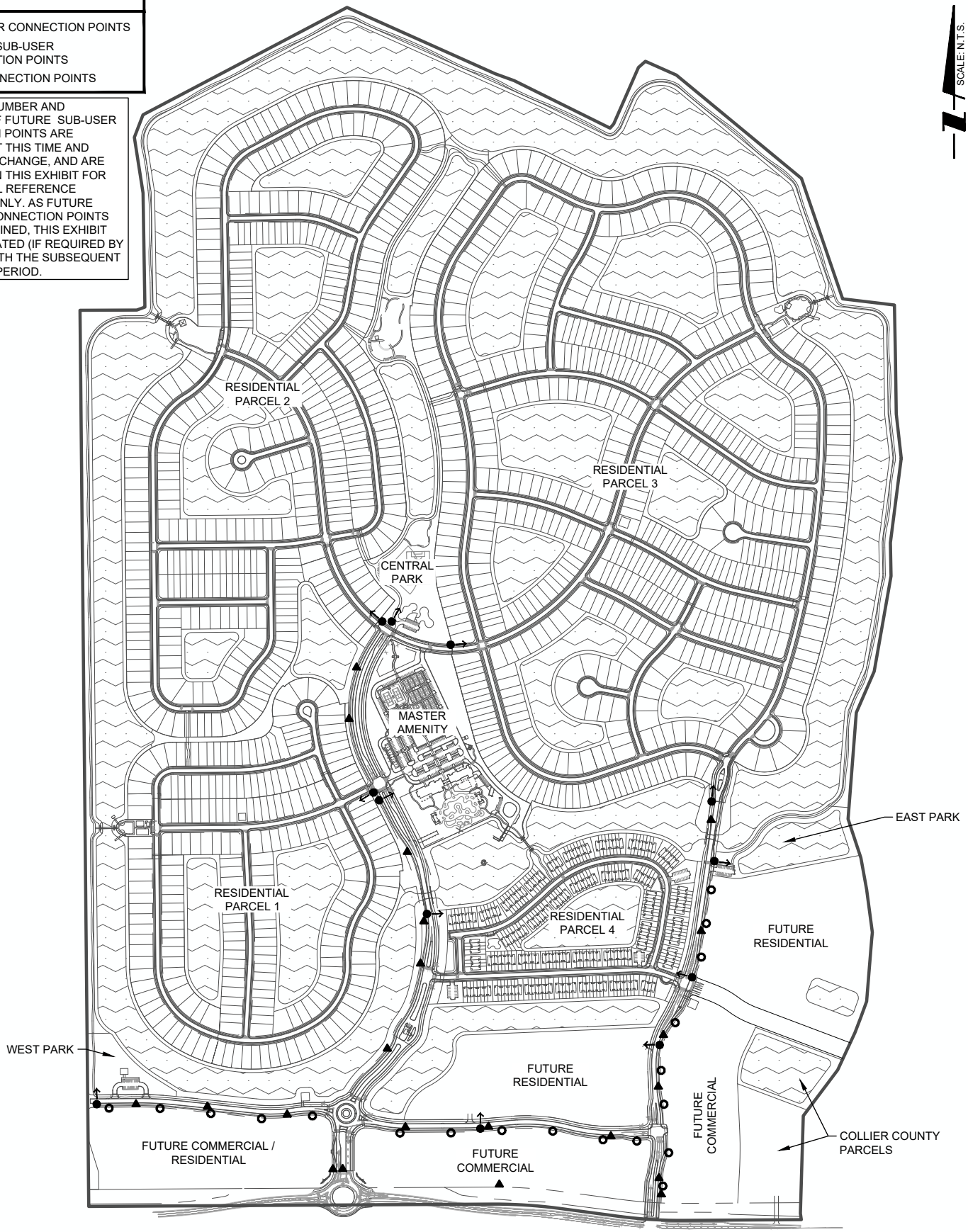
Amenity Campus
Residential Neighborhood connection points
Each developed commercial tract

LEGEND

- SUB-USER CONNECTION POINTS
- FUTURE SUB-USER CONNECTION POINTS
- CDD CONNECTION POINTS

NOTE: THE NUMBER AND LOCATION OF FUTURE SUB-USER CONNECTION POINTS ARE UNKNOWN AT THIS TIME AND SUBJECT TO CHANGE, AND ARE DEPICTED ON THIS EXHIBIT FOR CONCEPTUAL REFERENCE PURPOSES ONLY. AS FUTURE SUB-USER CONNECTION POINTS ARE DETERMINED, THIS EXHIBIT CAN BE UPDATED (IF REQUIRED BY DISTRICT) WITH THE SUBSEQUENT REPORTING PERIOD.

SCALE: N.T.S.



PENINSULA ENGINEERING
• CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
• PLANNING AND ZONING • SURVEYING
• ENVIRONMENTAL SERVICES • LAND DEVELOPMENT
2600 Golden Gate Pkwy 239.403.6700
Naples, FL 34105 Pen-Eng.com
Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT:

BRIGHTSHORE VILLAGE

TITLE:

EXHIBIT C:
CROSS CONNECTION INSPECTIONS REQUIRED

Save Date: 9/4/2023 8:24:16 AM | By: Ivan Lorres | Plot Date: 9/7/2023 8:28:3 AM | By: Ivan Lorres | (Original Size: 8.5X11) | Path: P:\Active Projects\P-ABCP-2005004-Brightshore Park\Drawings-civil\600-Exhibits\X48-Irrigation Connection Exhibits\Sheet Files\P-ABCP-2005004-600-X48-1.dwg

EXHIBIT D

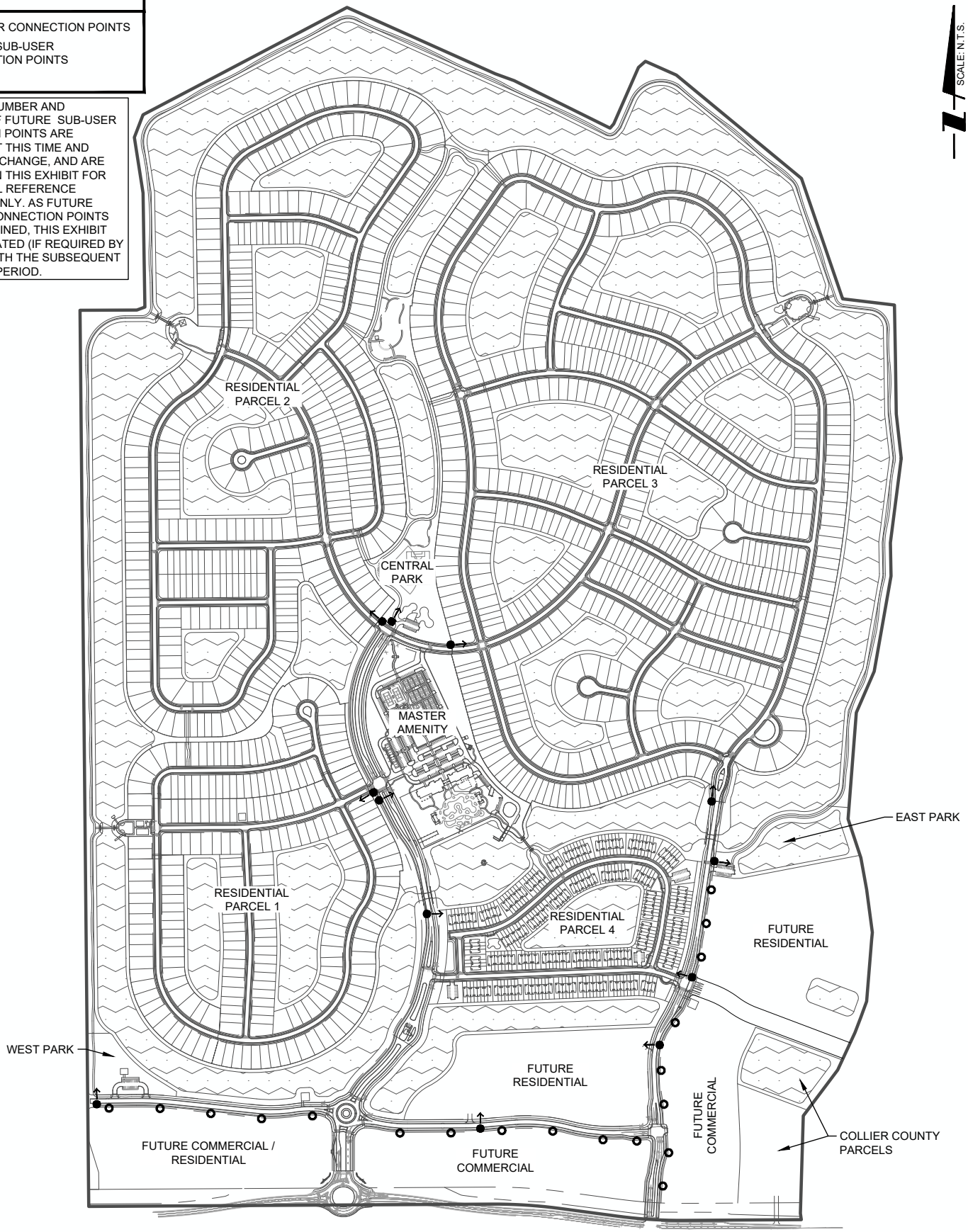
Special Provisions

LEGEND

- SUB-USER CONNECTION POINTS
- FUTURE SUB-USER CONNECTION POINTS

NOTE: THE NUMBER AND LOCATION OF FUTURE SUB-USER CONNECTION POINTS ARE UNKNOWN AT THIS TIME AND SUBJECT TO CHANGE, AND ARE DEPICTED ON THIS EXHIBIT FOR CONCEPTUAL REFERENCE PURPOSES ONLY. AS FUTURE SUB-USER CONNECTION POINTS ARE DETERMINED, THIS EXHIBIT CAN BE UPDATED (IF REQUIRED BY DISTRICT) WITH THE SUBSEQUENT REPORTING PERIOD.

SCALE: N.T.S.



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2600 Golden Gate Pkwy 239.403.6700
Naples, FL 34105 Pen-Eng.com
Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT:

BRIGHTSHORE VILLAGE

TITLE:

EXHIBIT D: SUB-USER CONNECTION POINTS

[Save Date: 9/4/2026 8:23:55 AM] [By: Ivan Lorres] [Plot Date: 9/4/2026 8:24:00 AM] [By: Ivan Lorres] [Original Size: 8.5X11] [Path: P:\Active Projects\P-ABCP-2005004-Brightshore Park\Drawings-civil\600-Exhibits\X48-Irrigation Connection Exhibits\Sheet Files\P-ABCP-2005004-600-X48-2.dwg]

Brightshore
Community Development District

Administrative Matters

Consideration of Master
Declaration Joinder with CDD
(provided under separate cover)

Brightshore
Community Development District

Administrative Matters

Ratification of Offsite Environmental Maintenance Agreement

OFFSITE ENVIRONMENTAL MAINTENANCE AGREEMENT

(includes initial mitigation work)

[Brightshore // SSA#6]

This Off-Site Environmental Maintenance Agreement is dated for reference purposes as of _____ ___, 2026 and is entered into by and between Barron Collier Partnership, LLLP, a Florida limited liability limited partnership and successor by merger with Barron Collier Investments, Ltd. ("**SSA 6 Owner**"), Hogan Farms, LLC, a Florida limited liability company ("**Landowner**") the Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("**CDD**"), and Collier Stewardship Services, Inc., a Florida not-for-profit corporation ("**CSS**"). Hereafter, SSA 6 Owner, Landowner, CDD and CSS are each referred to herein as a "**Party**" and collectively as the "**Parties**", as the context permits.

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

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

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

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

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

WHEREAS, by Amended and Restated Absolute Assignment and Assumption of Stewardship Credits dated effective as of August 18, 2026 (the "**Assignment of Stewardship Credits**"), SSA 6 Owner assigned to Landowner 5,103.2 Stewardship Credits (the "**Stewardship Credits**") for the benefit of and to enable the eventual development of the Brightshore Village SRA in accordance with the 2022 Resolution (as the same may be amended); and

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

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

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

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

WHEREAS, in addition to the County-Required Maintenance and the Wetland Area Maintenance, an additional condition of the development of the Brightshore Village SRA (pursuant to an incidental take permit issued by the U.S. Army Corps of Engineers ("**ACOE**") (and with the advice of the U.S. Fish and Wildlife Service) under permit # **SAJ-2024-00966 (SP-MAO)** (the "**ACOE Permit**") is that the Wetland Mitigation Area PLUS an additional approximately 589 acres within SSA6 shall also be designated as panther mitigation area, as generally depicted on Exhibit "D", attached hereto (the "**Panther Mitigation Area**") and must be maintained as a panther mitigation area, and such area is (or will be) encumbered by a perpetual easement executed by the SSA 6 Owner as 'grantor' (and which easement is also joined by the CDD and Landowner) in favor of the ACOE (the "**Panther Mitigation Easement**"); and

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

WHEREAS, under the express terms of the Assignment of Stewardship Credits, Landowner agreed to (a) cause one (1) entity to serve as a centralized/designated manager to perform (or cause to be performed) the County-Required Maintenance, and (b) in conjunction therewith establish a funding mechanism to cover the costs of such perpetual County-Required Maintenance; and

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

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

WHEREAS, in light of the fact that the Brightshore-SSA 6 Allocated Area is not a specifically defined area (other than the fact that it is within SSA 6), and in recognition of the fact that the Wetland Mitigation Area and Panther Mitigation Area are interwoven throughout SSA 6, it is acknowledged that economies of scale and operational efficiencies will be optimized by assigning to CSS the responsibilities of performing (or causing to be performed) the Brightshore Off-Site Environmental Maintenance, and CSS

is willing to assume such responsibilities (at no cost to CSS) provided that a perpetual funding mechanism is established to provide funds to pay for such Operating and Maintenance Costs; and

WHEREAS, to induce SSA 6 Owner to execute the Easements and to induce Landowner to dedicate and ultimately convey lands within the Brightshore Village SRA to the CDD, CSS has agreed to perform the Brightshore Off-Site Environmental Maintenance responsibilities (at no cost to CSS), provided that the Environmental Transfer Fee Covenant is executed and recorded (to provide a funding source to pay for the Operating and Maintenance Costs), all subject to the terms and conditions hereof.

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

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

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

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

b. "**Administrative Costs**" shall only mean and refer to the following costs incurred by CSS: (a) the salary and benefits of any employees or independent contractors hired by CSS and reasonably related to the collection and disbursement of Brightshore Funds, (b) the bookkeeping necessary to maintain the Brightshore Ledgers and provide internally – prepared annual receipt and disbursement reports to the CDD,(c) submitting (but not preparing) required monitoring reports to applicable governmental agencies, and (d) in providing managerial oversight of any vendors, contractors or other third party retained by CSS to actually perform the Maintenance Work.

c. **"Administrative Fee**" is defined in Section 8, below.

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

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

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

laws and regulations); and shall also include the establishment of certain Endowment Accounts (and any bonding requirements) related thereto, as required by applicable Permits.

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

h. "**Deed of Conservation Easement**" is defined in the recitals, above.

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

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

k. "**Initial Mitigation Work**" shall mean and refer to (a) the initial environmental mitigation work within SSA 6 which is required under the Permits and Approvals, and (b) the work pertaining to the first (1st) year of environmental maintenance and monitoring within SSA 6 and required under such Permits and Approvals (including the cost of any required bonding during such period of time). For purposes of the preceding sentence, the first year of environmental maintenance and monitoring shall be deemed to end one (1) year after the date that the ACOE Permit is issued.

l. "**Operating and Maintenance Costs**" shall mean and refer to all costs and expenses (other than Administrative Costs specifically described hereinabove) incurred by the applicable Party (or such party's vendor, contractor or delegate) in causing the Brightshore Off-Site Environmental Maintenance work to be performed, including, without limitation, (a) the salary and benefits of any employees or independent contractors hired by CSS to perform services reasonably related to the performance of the Maintenance Work (including the preparation of monitoring reports and performance of periodic site-inspections) (b) the costs of any bonds required by any governmental agencies, plus (c) the Administrative Fee.

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

n. "**Panther Mitigation Easement**" is defined in the recitals, above.

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

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

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

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

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

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

4. Assignment and Assumption of Maintenance Responsibilities to CSS. Landowner (to the extent that Landowner is still a co-permittee on any applicable permits) and the CDD hereby assign to CSS, and CSS hereby assumes and agrees to hereafter cause to be performed, at all times while this Agreement is in effect, the Initial Mitigation Work and all Brightshore Off-Site Environmental Maintenance, in accordance with the requirements of the Permits and Approvals and the Easements, but subject at all times to the terms and conditions of this Agreement. Notwithstanding the general assumption of overseeing the Initial Mitigation Work and Maintenance Work (and subject to Section 6, below), CSS's obligation to hereafter perform (or cause to be performed) the Initial Mitigation Work and Maintenance Work is subject to receipt by CSS from the CDD of disbursements from the Brightshore Funds in such amounts and at such times as Operating and Maintenance Costs become due and payable, and subject also to compliance by the CDD of its obligations under Section 6, below. For the avoidance of doubt, CSS shall have the sole discretion over the manner in which it will cause the Initial Mitigation Work and Maintenance Work to be performed by hiring one or more third-party vendors to perform such work (which vendors may be affiliated or non-affiliated with CSS so long as all fees charged are at an arm's length rate) and all fees and expenses charged by such vendors shall be included in the cost of the Initial Mitigation Work and thereafter in the Operating and Maintenance Costs. In addition (and in recognition of the fact that the primary purpose of this Agreement is to establish CSS as a centralized manager of mitigation activities within SSA 6), in conjunction with causing Initial Mitigation Work and Maintenance Work to be performed, CSS may cause such work to be performed under one or more master service agreements with one or more vendors, pursuant to which the work is performed by a vendor as part of other environmental maintenance work within SSA 6; in such event, CSS shall have the right to reasonably apportion the fees charged by such vendor(s) based upon relative acreage of lands encumbered by the Easements and included

in the applicable component of the Initial Mitigation Work and Maintenance Work in relation to the total acreage of all lands that are the subject of the applicable service contract.

5. Cost Sharing For Initial Mitigation Work. All fees and costs incurred by CSS in causing the Initial Mitigation Work to be completed shall be paid for by Landowner and the CDD as follows: 27% shall be paid for by the CDD and 73% shall be paid for by Landowner. CSS will prepare an estimated budget for the Initial Mitigation Work (which budget shall be an estimate only and is not guaranteed by CSS), and as expenses are incurred that are related to the Initial Mitigation Work, CSS will deliver written requests for disbursement to Landowner and CDD, and upon receipt of such requests from CSS (which will not be given more frequently than weekly), Landowner and CDD will deliver their respective share of the amounts due to CSS (making checks payable directly to the applicable vendor(s), as directed by CSS).

6. Environmental Transfer Fee Covenant; Duty of CDD to Back-Stop. In order to establish a perpetual primary funding source to provide funds to pay for the cost of the Initial Mitigation Work and for the ongoing Operating and Maintenance Costs, Landowner, CDD and CSS shall execute the Environmental Transfer Fee Covenant and record the same in the Public Records promptly after the execution of this Agreement. If any mortgage encumbers any portion of the Brightshore Village SRA then Landowner shall obtain an express (and recorded) subordination and consent from the applicable mortgage holder. Although it is expected that the revenue received by the CDD pursuant to the Environmental Transfer Fee Covenant will provide the CDD with sufficient funds to pay for the CDD's share of the Initial Mitigation Work and for all of the Operating and Maintenance Costs, it is recognized that (a) such revenue is not predictable with absolute certainty, and (b) portions of such revenue may be delivered to other parties and/or set aside and delivered to one or more accounts to establish the Endowment Accounts (all as described more particularly in such covenant). Therefore, if at any time, CSS reasonably determines that the actual costs incurred (and/or reasonably anticipated to be incurred) plus the Administrative Fee due or to become due to CSS over any rolling 12-month period will exceed the funds then held by the CDD in the Brightshore General Account (or expected to be received by the CDD over such rolling 12-month period) (in each instance, a "**Revenue Deficiency**") then CSS shall deliver written notice of such anticipated Revenue Deficiency (together with reasonable supporting documentation) to the CDD (in each instance, a "Deficiency Notice"), and the CDD shall, by no later than sixty (60) days after receipt of a Deficiency Notice, deposit additional cash funds into the Brightshore General Account in the amount of the anticipated Revenue Deficiency set forth in such Deficiency Notice. Notwithstanding the foregoing, this Section 6 applies only to the extent such costs are not paid for by Landowner as the initial permittee as required under the ACOE Permit.

7. Holding of Funds; Record Keeping; Annual Reports; Estoppel Certificates. Brightshore Funds will not be comingled with other funds held by the CDD. CSS shall maintain accurate Brightshore Ledgers reflecting all receipts and disbursements of Brightshore Funds, and the Brightshore Ledgers shall be subject to review by the CDD upon not less than twenty (20) days prior written request by the CDD (which request may not be made more frequently than one (1) time in any calendar quarter). CSS shall provide the CDD with an annual report (by no later than 120 days after the end of each calendar year), in commercially reasonable detail, reflecting all receipts and expenditures of Brightshore Funds and such annual report shall also include copies of any monitoring reports submitted to any governmental agencies pursuant to any applicable Permits. CSS shall prepare (and submit to the CDD for review, approval and signature) any estoppel certificates requested pursuant to Section 2.9 of the Covenant.

8. Administrative Fee; Estoppel Fee. As also set forth in the Covenant, an amount equal to $3,000.00 per month (based on 3 Endowment Accounts), as an administrative fee (the "**Administrative Fee**"), to cover the general Administrative Costs incurred by CSS in conjunction with performing its responsibilities hereunder. The Administrative Fee shall be increased by two percent (2%) annually, with such increase becoming effective on January 1st of each calendar year hereafter. In addition to the Administrative Fee, CSS shall be entitled to retain the estoppel fees payable from time to time under section 2.9 of the Covenant.

9. Step In Rights/Obligations of CDD. It is recognized that the CDD bears ultimate responsibility for performance of the Maintenance Work in compliance with all applicable Permits and Approvals and Easements. Consequently, if for any reason (even due to reasons not within the reasonable control of CSS), CSS fails to comply with its maintenance obligations hereunder, then the CDD shall have the absolute right (by delivering not less than ten (10) days prior written notice to CSS) to access SSA 6 (via the Easements) and perform or cause to be performed any corrective measures required (or deemed advisable by the CDD) (in each instance, "**Corrective Action**"). However, the performance of the Corrective Action shall not excuse CSS from performing CSS's obligations hereunder, and shall not entitle the CDD or any other party to terminate this Agreement.

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

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

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

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

If to SSA 6 Owner:	Barron Collier Partnership, LLLP c/o Barron Collier Companies Attn: Brian Goguen 2600 Golden Gate Parkway Naples, Florida 34105 Phone: 239-262-2600 Fax: 239-262-1840 Email: bgoguen@barroncollier.com
If to Landowner:	Hogan Farms, LLC c/o Barron Collier Companies Attn: Brian Goguen 2600 Golden Gate Parkway Naples, Florida 34105 Phone: 239-262-2600 Fax: 239-262-1840 Email: bgoguen@barroncollier.com
If to the CDD:	Brightshore Community Development District c/o PFM Management Service LLC Attn: Vivian Carvalho 3501 Quadrangle Blvd Suite 270 Orlando, Florida 32817 Phone: (407) 723-5900 Email: carvalhov@pfm.com
If to CSS:	Collier Stewardship Services, Inc. c/o Barron Collier Companies Attn: Nick Casalanguida 2600 Golden Gate Parkway Naples, Florida 34105 Phone: 239-262-2600 Fax: 239-262-1840 Email: ncasalanguida@barroncollier.com

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Signatures on the following pages.*]

Signed in the presence of these witnesses:

Witness:
Print Name: Jessica Ramos
Address: 2600 Golden Gate Pkwy
Naples, FL 34105

Witness:
Print Name: KRISTINA JOHNSON
Address: 2600 GOLDEN GATE PKWY
NAPLES FL 34105

BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership

By: Barron Collier Management, LLC,
a Florida limited liability company
Its: General Partner

By:
Jeff Sonalia, Chief Financial Officer

By:
Brian Goguen, Chief Investment Officer

Witness #1

KRISTINA JOHNSON
Printed Name of Witness #1
Address: 2600 GOLDEN GATE PKWY
NAPLES FL 34105

Witness #2

Sabina E. Hardy

Printed Name of Witness #2
Address:
2600 Golden Gate Pkwy
Naples FL. 34105

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL

By: _____
Nick Casalanguida, Chairperson of the Board of Supervisors

ATTESTATION OF DISTRICT MANAGER:

By: _____
G. Russell Weyer, District Manager

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

HOGAN FARMS, LLC, a Florida limited liability company

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

By: _____
Jeff Sonalia, Vice President

By: _____
Brian Goguen, Vice President

_____
Witness
Print Name: Jessica Ramos
Address: 2600 Golden Gate Pkwy.
Naples, FL 34105

_____
Witness:
Print Name: KRISTINA JOHNSON
Address: 2600 GOLDEN GATE PKWY
~~2600 G~~ NAPLES FL 34105

Signed in the presence of these witnesses:

COLLIER STEWARDSHIP SERVICES, INC

Witness

By: _____
Print Name: BRIAN GOGUEN
Title: VICE PRESIDENT

Print Name: Sabina E. Hardy
Address: 2600 Golden Gate Pkwy
Naples FL 34105

Witness

Print Name: KRISTINA JOHNSON
Address: 2600 GOLDEN GATE PKWY
NAPLES FL 34105

EXHIBIT "A"

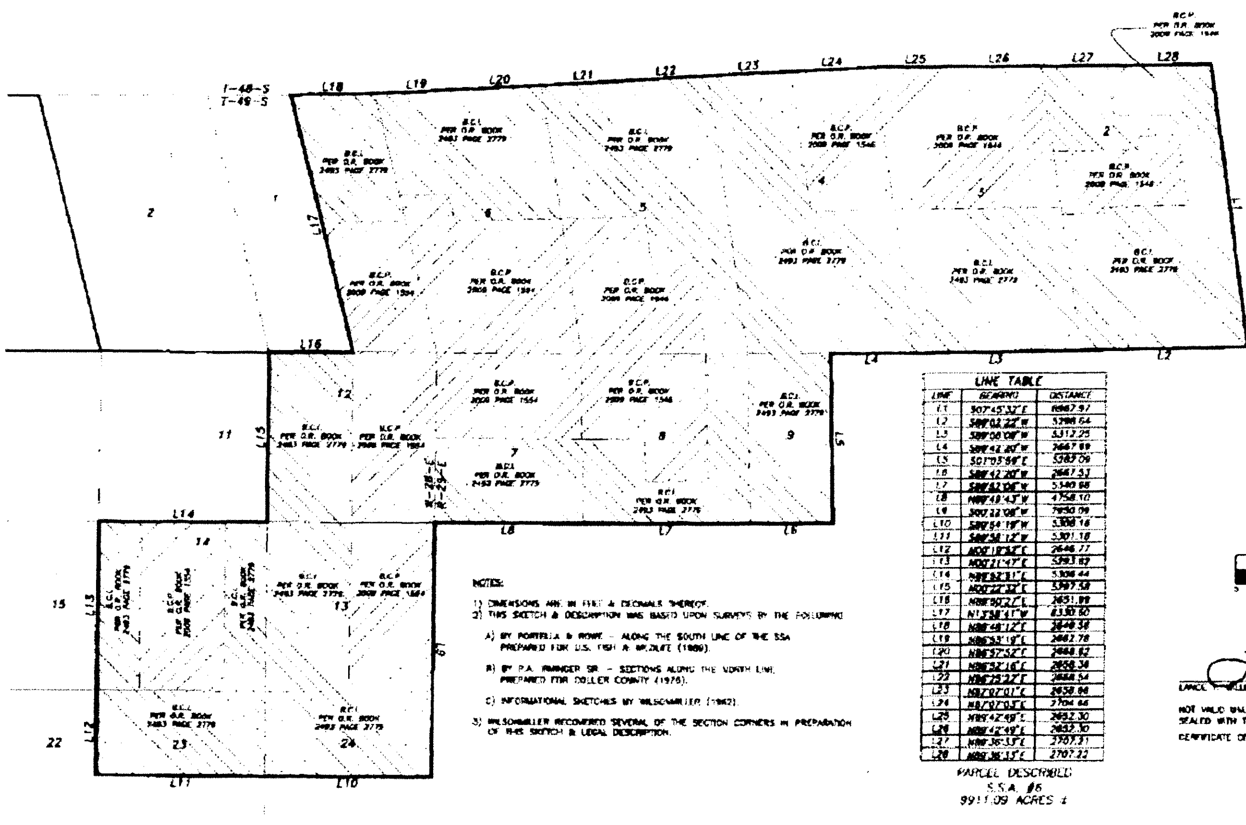
LEGAL DESCRIPTION OF SSA 6

DESCRIPTION OF LANDS
LYING WITHIN SECTIONS 2 THRU 9,
TOWNSHIP 49 SOUTH,
RANGE 29 EAST AND
SECTIONS 1, 12 THROUGH 14 & 23 & 24
TOWNSHIP 49 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA

All of Sections 2 through 8, Township 49 South, Range 29 East, Collier County Florida
and
The west half (1/2) of Section 9, Township 49 South, Range 29 East, Collier County, Florida
and
All of Sections 12 through 14, Township 49 South, Range 28 East, Collier County, Florida
and
The east half (1/2) of Section 1, Township 49 South, Range 28 East,
and
The north half (1/2) of Section 23, Township 49 South, Range 28 East, Collier County, Florida
and
The north half (1/2)of Section 24, Township 49 South, Range 28 East, Collier County, Florida

Containing 9911.09 acres more or less.
Subject to easements and restrictions of record.
Bearings are based on the east line of Section 2, Township 49 South Range 29 East, Collier County, Florida South 07°45'32" East.

See Sketch on next page



NOTES:

1) DIMENSIONS ARE IN FEET & DECIMALS THEREOF.
2) THIS SKETCH & DESCRIPTION WAS BASED UPON SURVEYS BY THE FOLLOWING

A) BY PORTELLA & ROWE – ALONG THE SOUTH LINE OF THE SSA PREPARED FOR U.S. FISH & WILDLIFE (1989).

B) BY P.A. RIMINGER SR. – SECTIONS ALONG THE NORTH LINE PREPARED FOR COLLIER COUNTY (1976).

C) INFORMATIONAL SKETCHES BY WILSONMILLER (1962).

3) WILSONMILLER RECOVERED SEVERAL OF THE SECTION CORNERS IN PREPARATION OF THIS SKETCH & LEGAL DESCRIPTION.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°45'32"E	6867.97
L2	S89°02'22"W	5298.64
L3	S89°00'08"W	5312.25
L4	S89°42'20"W	2667.89
L5	S01°05'59"E	5383.09
L6	S89°42'20"W	2667.53
L7	S89°42'06"W	5340.98
L8	N89°49'43"W	4758.10
L9	S00°22'08"W	7950.09
L10	S89°54'19"W	5308.16
L11	S89°56'12"W	5301.18
L12	N00°18'52"E	2646.77
L13	N00°21'47"E	5293.87
L14	N89°52'31"E	5308.44
L15	N00°22'32"E	5397.58
L16	N88°50'21"E	2651.89
L17	N13°58'41"W	8330.60
L18	N88°48'12"E	2648.38
L19	N88°53'19"E	2662.78
L20	N88°57'52"E	2668.82
L21	N88°52'16"E	2658.34
L22	N88°25'22"E	2668.54
L23	N87°07'01"E	2658.66
L24	N87°07'05"E	2704.66
L25	N89°42'49"E	2652.30
L26	N89°42'49"E	2652.30
L27	N88°36'35"E	2707.21
L28	N88°36'35"E	2707.22

PARCEL DESCRIBED
S.S.A. #6
9911.09 ACRES ±

GRAPHIC SCALE
SCALE: 1" = 3000'

LANCE T. MILLER, P.S.M., L.S. #5627 — 11/29/04 DATE

NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH THE SURVEYOR'S EMBOSSED SEAL.

CERTIFICATE OF AUTHORIZATION # LB-43

EXHIBIT "B"

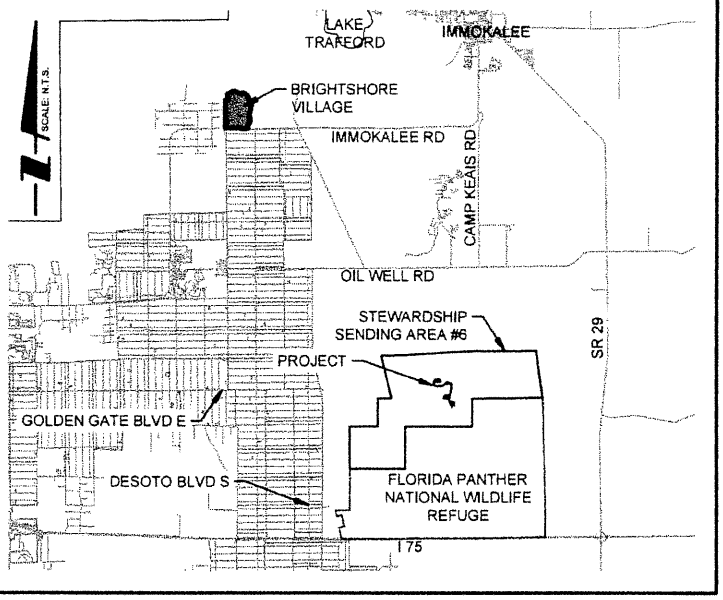
LEGAL DESCRIPTION OF THE BRIGHTSHORE VILLAGE SRA

All of BRIGHTSHORE VILLAGE, according to the plat thereof recorded in plat book 78, page 1 through 24 of the public records of Collier County, Florida.

LESS AND EXCEPT:

Tracts, R-1, R-2 and R-3 of BRIGHTSHORE VILLAGE, according to the plat thereof recorded in plat book 78, page 1 through 24 of the public records of Collier County, Florida.

EXHIBIT "C"

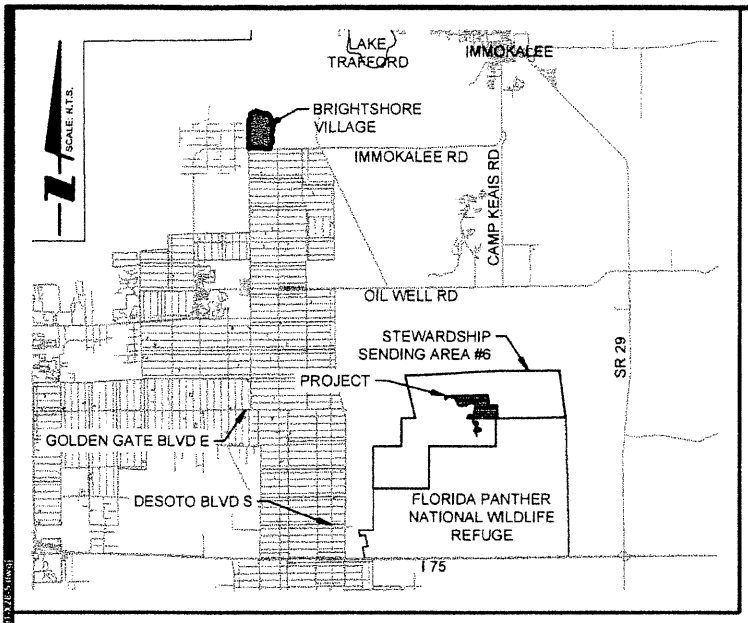


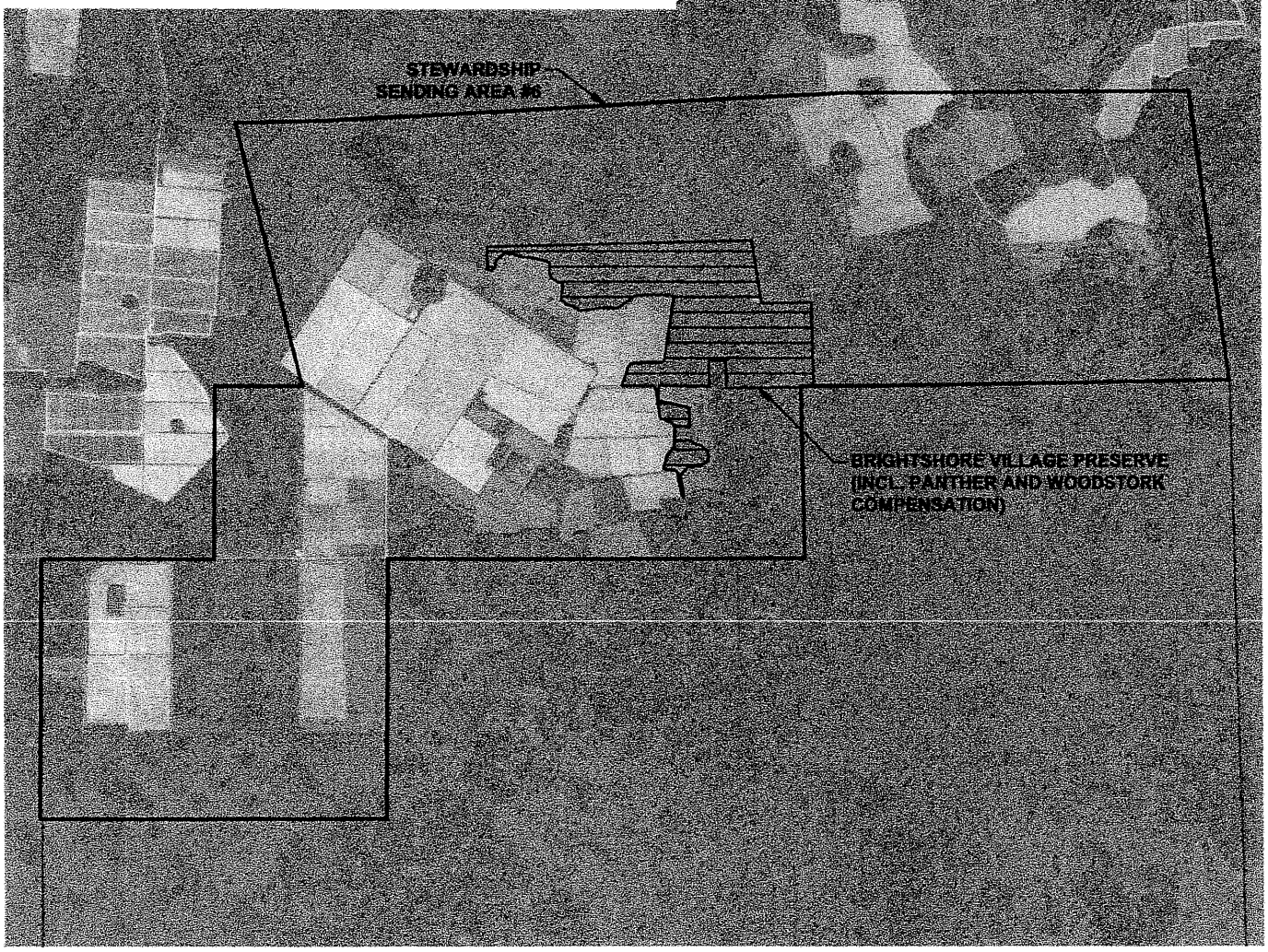
PENINSULA ENGINEERING
239.403.5700
Pen-Eng.com
Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT:	BRIGHTSHORE VILLAGE
TITLE:	BRIGHTSHORE WETLAND EASEMENT
CLIENT:	HOGAN FARMS, LLC

SEC: 4, 5, 6, 7, 8, 9 TWP:49	RGE: 29
Designed by:	DAN HARTLEY, P.E.
Drawn by:	IVAN TORRES
Date:	JULY 2026
Drawing Scale:	1" = 5000'
Project Number:	P-ABCP-009
File Name:	P-ABCP-009-001-X28-4.dwg
Sheet ID:	X28-4
Sheet Number:	04 of 06

EXHIBIT "D"





PENINSULA ENGINEERING

239.403.5700
Pen-Eng.com

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

PROJECT:
BRIGHTSHORE VILLAGE

TITLE:
BRIGHTSHORE PANTHER EASEMENT

CLIENT:
HOGAN FARMS, LLC

SEC: 4, 5, 6, 7, 8, 9 TWP: 49	RGE: 29
Designed by:	DAN HARTLEY, P.E.
Drawn by:	IVAN TORRES
Date:	JULY 2026
Drawing Scale:	1" = 5000'
Project Number:	P-ABCP-009
File Name:	P-ABCP-009-001-X28-5.dwg
Sheet ID:	X28-5
Sheet Number:	05 of 06

Exhibit "E"

Prepared by:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
(239) 435-3535

ENVIRONMENTAL TRANSFER FEE COVENANT

THIS ENVIRONMENTAL TRANSFER FEE COVENANT (hereinafter this "Declaration" or "Covenant") is made this _____ day of _____, 2026, by Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("**CDD**") and Collier Stewardship Services, Inc., a Florida not-for-profit corporation ("**Collier Stewardship Services**" or "**CSS**"), and is joined by **HOGAN FARMS, LLC,** a Florida limited liability company ("**Landowner**").

RECITALS

WHEREAS, Landowner and/or the CDD are the collective owners of that certain real property located in Collier County, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**"), which Property will be developed as a master-planned community known as "**Brightshore**" or "**Brightshore Village SRA**"; and

WHEREAS, as explained more particularly in that certain Offsite Environmental Maintenance Agreement ("**Maintenance Agreement**") dated on or about _____ by and between CDD, CSS, Landowner, and Barron Collier Partnership, LLLP, a Florida limited liability limited partnership and successor by merger with Barron Collier Investments, Ltd. ("**SSA 6 Owner**"), SSA 6 Owner encumbered lands owned by SSA 6 Owner with certain conservation Easements (as more particularly described in the Maintenance Agreement) to enable the development of the Property (it being acknowledged that the Property itself has no on-site environmental mitigation areas); and

WHEREAS, to induce SSA 6 Owner to grant the Easements and enter into the Maintenance Agreement Landowner and CDD agreed to encumber the Property with this covenant to provide for a perpetual source of funding to pay for off-site environmental Maintenance Work (as more particularly defined in the Maintenance Agreement) within SSA 6 (including the establishment of certain endowment accounts related thereto), pursuant to the permits and approvals applicable to Brightshore, to enable the CDD, to undertake perpetual environmental mitigation, maintenance and monitoring of environmental lands located off-site from the Property (and within lands owned by SSA 6 Owner), and which are required to be maintained in perpetuity as a condition for the development of Brightshore; and

WHEREAS, to induce the SSA 6 Owner to enter into the Maintenance Agreement, the CDD agreed to delegate its rights and responsibilities with respect to such off-site mitigation, maintenance and monitoring to CSS, so that CSS may serve as a 'centralized' entity for purposes of managing and overseeing the Maintenance Work (which benefits Brightshore) as well as other mitigation work within the lands owned by SSA 6 Owner; and

WHEREAS, it is acknowledged that at least one of the permits issued for the development of the Property requires that a centralized maintenance entity (such as CSS) be used for the off-site Maintenance Work.

NOW, THEREFORE, the CDD, CSS and Landowner declare that the Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to the terms, easements, conditions, covenants, restrictions and provisions of this Declaration.

ARTICLE 1
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 1.1 **Additional Property**. The lands and/or real property (excluding the Property), which hereafter may be made subject to this Declaration by annexation.

Section 1.2 **Administrative Fee**. Shall be as defined in the Maintenance Agreement (which fee is paid to CSS).

Section 1.3 **Association**. Brightshore Master Property Owner's Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 1.4 **Brightshore CDD Account**. Shall mean and refer to an account to be held and managed by CDD and into which the CDD's portion of each Transfer Fee shall be deposited for the purpose of providing the CDD with funds to pay Operating and Maintenance Costs and Administrative Fees incurred by or on behalf of the CDD pursuant to the Maintenance Agreement, with any excess funds being deposited into the Endowment Accounts.

Section 1.5 **Brightshore/SSA Endowment Account**. Shall mean and refer to an account to be held by CDD (or its designee, which may be a governmental or quasi-governmental agency) and into which a portion of the excess funds in the Brightshore CDD Account will, from time to time be deposited until such account becomes Non-Wasting, and from which account funds shall thereafter be withdrawn from time to time to pay for the Operating and Maintenance Costs (and Administrative Fees) related to County-Required Maintenance.

Section 1.6 **Brightshore Panther Endowment Account**. Shall mean and refer to an account to be initially held by CDD (and/or its designee which may be a governmental or quasi-governmental agency) or maintained by Landowner and/or CSS into which a portion of the excess funds in the Brightshore CDD Account will, from time to time be deposited with the Fish and Wildlife Foundation of Florida, Inc., a Florida not-for-profit corporation, until such account becomes Non-Wasting, and from which account funds shall thereafter be withdrawn from time to time to pay for all (or substantially all) of the Operating and Maintenance Costs (and Administrative Fees) related to the Panther Mitigation Area.

Section 1.7 **Brightshore Wetland Endowment Account**. Shall mean and refer to an account to be held by CDD (or its designee which may be a governmental or quasi-governmental agency) and into which a portion of the excess funds in the Brightshore CDD Account will, from time to time, be deposited until such account becomes Non-Wasting, and from which account funds shall thereafter be withdrawn from time to time to pay for all (or substantially all) of the Operating and Maintenance Costs (and Administrative Fees) related to the Wetland Mitigation Area.

Section 1.8 **Builder**. Shall mean and refer to an entity that acquires title to vacant land within Brightshore for the purpose of constructing a residential or commercial building thereon for sale to an end-user, as well as any entity with which such Builder contracts to serve in a "land-bank" relationship (a "**Land Bank**"). The parties expressly acknowledge and agree that neither the transfer of vacant land to a Land

Bank, nor the transfer of platted lots from a Land Bank to a Builder, shall be subject to the Environmental Transfer Fee.

Section 1.9 **CDD**. The Brightshore Community Development District, a community development district created pursuant to Chapter 190 of the Florida Statutes.

Section 1.10 **Change in CPI**. shall be calculated as follows: If the Consumer Price Index (defined as the Consumer Price Index for the United States Average for all Items for Urban Wage Earners and Clerical Workers issued by the Bureau of Labor Statistics of the United States Department of Labor, or its equivalent if such Consumer Price Index is discontinued) for the month of August of the applicable year ("**Anniversary Price Index**") is different from the same Consumer Price Index for September 2025 ("**Base Price Index**"), then all calculations set forth in this Agreement which are subject to adjustments in accordance with the Consumer Price Index, shall be adjusted by multiplying by a factor equal to the Anniversary Price Index for the year in which such calculation is made divided by the Base Price Index, and such adjustment shall be deemed effective as of September 22nd of the year in which each annual adjustment is made. It is agreed that the "Base Price Index" is: 318.139, provided that there is no adjustment to the Base Year by the Bureau of Labor Statistics of the United States Department of Labor.

Section 1.11 **Collier Stewardship Services or CSS**. Collier Stewardship Services, Inc., a Florida not-for-profit corporation whose primary purpose will be to engage in and otherwise provide administrative management and support for land management, conservation and restoration of lands within eastern Collier County including, *without limitation*, lands that are required to be restored and conserved as a condition of Collier County (and other governmental agencies) approving the development of Brightshore; the specific management and administrative services provided by CSS and related to the activities contemplated by this Covenant are described more particularly in the Maintenance Agreement.

Section 1.12 **District**. The South Florida Water Management District.

Section 1.13 **Endowment Account or Endowment Accounts**. Shall mean and refer (individually or collectively, as the context permits) to the Brightshore Panther Endowment Account, the Brightshore Wetland Endowment Account and the Brightshore/SSA Endowment Account.

Section 1.14 **Environmental Transfer Fee**. With respect to a residential Lot, shall initially be in the amount of $1,300.00, and, with respect to a platted tract of commercial property (including property improved with residential apartments), shall be the product of $5,200 x the gross land area of such commercial tract, rounded up to the nearest one-tenth (1/10th) of an acre; and until the Endowment Accounts have become Non-Wasting, the Environmental Transfer Fee shall be subject to increase or decrease, but may not be increased more than one (1) time in any five (5) year period, with the first increase occurring (if at all) no earlier than the fifth (5th) anniversary of the date that this Declaration is initially recorded. Once the Endowment Accounts have achieved Non-Wasting status the Environmental Transfer Fee will be reduced (and also subject to re-increase), subject to the terms and conditions set forth more particularly in Section 2.12, below.

Section 1.15 **Lot**. Each portion of the Property which may be independently owned and conveyed by a Person and zoned and/or platted for development, use and/or occupancy as a detached Residential Dwelling Unit or used for commercial use, regardless of whether the Lot is improved or unimproved. No Lot shall include any portion of the Common Area or any other portion of the Property owned by or dedicated to the Association, Collier County and/or the CDD.

Section 1.16 **Operating and Maintenance Costs**. Shall be as defined in the Maintenance Agreement.

Section 1.17 **Mortgage**. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an Institutional Lender. The term "**Mortgagee**" shall mean and refer to a beneficiary or holder of a Mortgage. The term "**Institutional Lender**" shall mean and refer to any bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, a credit union, real estate or realty investment trust, any agency of the United States government, the Federal Investment Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies.

Section 1.18 **Non-Wasting**. shall mean, with respect to the applicable Endowment Account, that the amount of funds in such account has increased (through deposits into such account plus appreciation) sufficiently to thereafter provide (via investment income generated by such account) an income stream sufficient to thereafter pay for that portion of the Operating and Maintenance Costs for which such endowment account was established (without invading principal). The CDD, in its sole discretion but with the advice of CSS and in consultation with the applicable governmental agencies, shall determine when an applicable endowment account has achieved Non-Wasting status.

Section 1.19 **Owner**. Shall mean and refer to any person or entity (other than a Builder) that purchases a Lot or any other portion of the Property that is intended to be developed and used for residential or commercial purposes.

Section 1.20 **Property** or **Brightshore**. The real property more particularly described on the attached Exhibit "A", together with such Additional Property as may hereafter from time to time be made subject to this Declaration by annexation pursuant to Article 2 of this Declaration.

Section 1.21 **Residential Dwelling Unit**. A single family home located on a Lot.

Section 1.22 **The Marinelli Fund**. Means the donor-advised fund established by the founders thereof with the Collier Community Foundation, Inc., a Florida not-for-profit corporation (the "Foundation") pursuant to that certain Agreement to Establish a Donor Advised Fund dated on or about November 17, 2025 and entered into between the Foundation (as the custodian and administrator of such Fund) and Peninsula Improvement Corporation and Collier Land Holdings, Ltd. (as the founders of such donor advised fund).

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Maintenance Agreement.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS; INITIAL FUNDING; COVENANTS FOR PAYMENT OF ENVIRONMENTAL TRANSFER FEES

Section 2.1 **The Property**. The Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to this Declaration.

Section 2.2 **Addition and Withdrawal of Property**. The CDD reserves and shall have the right in its absolute and sole discretion, but not the obligation, to bring within the scope of this Declaration, as Additional Property, any other real property desired by CDD to be annexed, or to remove any portion of the property, so long as such annexation or removal occurs within twenty (20) years after the date on which this declaration is recorded in the public records of the County. Additions authorized pursuant to this Article 2 shall be made, if at all, by CDD recording a supplemental declaration in the public records of the county

extending the scope and effect of this declaration to the Additional Property (or describing the removed property). Annexation of Additional Property may be accomplished by the CDD without the consent of any party other than the fee simple owner of the additional property and removal of any portion of the property may be accomplished solely by CDD.

Section 2.3 **Obligation to Pay Environmental Transfer Fee**. At the closing of the purchase of each Lot by an Owner (other than a Builder), including all subsequent purchasers of each Lot at such time as such Lot is sold and re-sold, the purchasing Owner shall pay to the CDD and to The Marinelli Fund their respective portion of the Environmental Transfer Fee then in effect (and such payments shall be paid and delivered in accordance with Section 2.7, below).

Section 2.4 **Lien and Personal Obligation**. All Environmental Transfer Fees, together with such interest and late charges as shall be imposed by the CDD, and the cost of collection thereof, shall be a charge and continuing lien upon the Lot against which such Environmental Transfer Fee is made from and after the date on which such Environmental Transfer Fee is due. Each Environmental Transfer Fee, together with said interest, late charges, and costs of collection (including legal fees), shall also be the personal obligation of each Person who was an Owner of the Lot at the time the Environmental Transfer Fee became due and payable. In the case a Lot is owned by more than one (1) Person, all such Owners shall be jointly and severally liable for the entire amount of the Environmental Transfer Fee.

Section 2.5 **Claim of Lien for Nonpayment; Enforcement**. If any Environmental Transfer Fee is not paid when due, then such Environmental Transfer Fee shall be delinquent and the delinquent Environmental Transfer Fee, together with all Enforcement Costs, shall be secured by a continuing lien on the Lot as to which the Environmental Transfer Fee accrued. The lien shall be prior to all other liens hereinafter created except taxes or Environmental Transfer Fee levied by governmental authority, and except as to the lien of any first Mortgage on the Lot. The lien shall be prior to and superior in dignity to homestead status. The lien shall continue in effect following transfer of title to the relevant Lot to each subsequent Owner until all amounts secured by the lien have been paid. If any Environmental Transfer Fee or installment of any Environmental Transfer Fee is not paid within thirty (30) days after the date when due, the delinquent amount shall bear interest at the highest lawful rate permitted in Florida from the date when first due until fully paid. The CDD may record a claim of lien for delinquent Environmental Transfer Fee in the Public Records of the County and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid Environmental Transfer Fee, interest, late charges, collection costs thereafter until satisfied of record.

Section 2.6 **Exempt Property**. The following property shall be exempt from all Environmental Transfer Fee and liens created herein: lands dedicated to and/or owned by the Association, the CDD, Collier County, or another governmental authority.

Section 2.7 **Holding and Use/Disbursement of Environmental Transfer Fee Funds**. Subject to the terms of the Maintenance Agreement (and the Administrative Fee due under Section 2.8, below), Environmental Transfer Fees shall be paid and delivered as follows:

(a) Two Hundred Dollars ($200.00) shall be made payable to *The Marinelli Fund* and delivered to The Marinelli Fund (as required by one or more Permits) at the following address:

The Marinelli Fund
c/o the Collier Community Foundation, Inc.
1110 Pine Ridge Rd., #300
Naples, Florida 34108

(b) the remaining portion of the Environmental Transfer Fee shall be made payable to *Brightshore Community Development District* and delivered to the CDD at the following address:

Brightshore Community Development District
c/o Collier Stewardship Services, Inc.
2600 Golden Gate Parkway
Naples, Florida 34105

the portion of the Environmental Transfer Fee delivered to the CDD (c/o CSS) shall be deposited into the Brightshore CDD Account, and the CDD shall be authorized to withdraw funds from such account from time to time, to pay for Operating and Maintenance Costs (including Administrative Fees). In addition, from time to time the CDD may determine (in its sole discretion but based upon the advice of CSS) that there is a significant surplus in the Brightshore CDD Account (as a result of the amount of Transfer Fees collected hereunder during a given time period substantially exceeding the actual Operating and Maintenance Costs and Administrative Fees incurred or otherwise due hereunder or reasonably anticipated to be incurred over the next 12-month period). In such event, the CDD shall be authorized to deliver or otherwise deposit such surplus funds to one or more of the Endowment Accounts in such amounts as determined by the CDD in the CDD's sole discretion but based upon the advice of CSS.

Section 2.8 **Administrative Fee**. Pursuant to the terms of the Maintenance Agreement, CSS shall be entitled to receive an administrative fee from the CDD in the initial amount of $3,000.00 per month (the "**Administrative Fee**"), to cover the Administrative Costs incurred by CSS as described more particularly in the Maintenance Agreement. The Administrative Fee shall increase by two percent (2%) annually. For the avoidance of doubt, the Administrative Fee only compensates CSS for Administrative Costs, and CSS shall be entitled to receive additional compensation under the Maintenance Agreement for any additional services that CSS may provide that are in addition to the services included in Administrative Costs.

Section 2.9 **Funds Held in Endowment Accounts**. Although the intention is for the balance in each of the Endowment Accounts to increase over time (until such accounts become Non-Wasting), it is acknowledged and hereby disclosed that CDD may (if permitted by the applicable governmental agency) withdraw Brightshore Funds from any Endowment Account from time to time to pay for outstanding Operating and Maintenance Costs (including Administrative Fees) as such costs are incurred by or on behalf of the CDD and to the extent that there are insufficient funds (in each instance, a "**Revenue Deficiency**") in the Brightshore CDD Account to pay for such costs. If, for any reason, the CDD does not cover a Revenue Deficiency by withdrawing funds from one or more Endowment Accounts, then the CDD will necessarily have to obtain such funds from its general operating account and/or levy a special assessment to cover such Revenue Deficiency.

Section 2.10 **Estoppel Certificate**. By no later than fifteen (15) days after receipt of written request, the CDD shall furnish to any property owner within Brightshore an estoppel certificate setting forth whether all required Environmental Transfer Fees have been paid with respect to such owner's Lot (and, with respect to the pending sale of any Lot, the amount of Environmental Transfer Fee then in effect and due upon the closing of such sale). Such certificate shall be conclusive evidence of the payment to CDD of any Environmental Transfer Fee therein stated to have been paid. The CDD may charge a fee of $250.00 for the issuance of each estoppel certificate (and such estoppel fee shall increase by fifteen percent (15%) every five years, with the first increase occurring on 1/1/2032), and subsequent increases occurring every five (5) years thereafter.

Section 2.11 **Subordination**. The lien for Environmental Transfer Fees provided for in this Declaration shall be subordinate to the lien of any first Mortgage. However, such subordination shall apply

only to the Environmental Transfer Fees which have become due and payable prior to a sale, conveyance or transfer of a Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve that Lot from liability for any Environmental Transfer Fees thereafter becoming due, nor from the lien of any such subsequent Environmental Transfer Fees. Any Mortgagee or other acquirer who obtains title to a Lot through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall not be liable for the uncollected Environmental Transfer Fees or interest, late charges or collection costs pertaining to such Lot, or due from the former Owner thereof, which became due prior to the acquisition of title by said Mortgagee or other acquirer. Any Mortgagee or other acquirer who obtains title to a Lot through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall be liable for any and all Environmental Transfer Fees that come due while that Mortgagee or other acquirer holds title to that Lot.

Section 2.12 **Increases due to Change in CPI; Reduction in amount of Transfer Fee; Right to Subsequently Increase**. Collier Stewardship Services and the CDD will review the balances of the Endowment Accounts annually (as well as the actual amount of Operating and Maintenance Costs then being incurred and the anticipated increases in such costs over time), and at such time as the CDD (based upon the advice of CSS) determines that the Endowment Accounts have reached Non-Wasting status, the CDD will reduce the amount of the Environmental Transfer Fees thereafter collected to an amount that the CDD determines will cover the annual Administrative Costs plus reasonable reserves/contingencies. However, any reduction in the amount of the Transfer Fee collected hereunder shall be subject to the right of the CDD to thereafter increase the Transfer Fee (subject to the Maximum Fee, as hereafter defined) if, for any reason, the CDD (with the advice of CSS) determines that one or more of the Endowment Accounts is no longer a Non-Wasting account. The CDD's right (and obligation) to decrease and increase the Transfer Fee pursuant to this Section 2.12 shall be an on-going right and may be exercised an unlimited number of times; provided, however, that the Environmental Transfer Fees may not be increased more frequently than 1 time in any 5 year period. If the CDD determines that the Environmental Transfer Fees should be decreased or increased pursuant to this Section 2.12, then CSS shall evidence and effectuate the same by recording a notice (in each instance a "**Notice of Transfer Fee Adjustment**") in the Collier County Public Records (which notice need only be executed by the CDD and CSS). A Notice of Transfer Fee Adjustment shall also be prepared and recorded if the CDD increases the Environmental Transfer Fees due to a Change in CPI. Each Notice of Transfer Fee Adjustment shall (a) specifically reference this Section 2.12 of this Covenant, (b) state the new amount of the Environmental Transfer Fee, and (c) state the date upon which the adjusted Environmental Transfer Fee shall become effective (which date shall be no sooner than ninety (90) days after the date such Notice of Transfer Fee Adjustment is recorded in the public records). For the avoidance of doubt, as to any pending sale of any property that is subject to this Covenant, if such sale closes (as evidenced by the recording of the deed effectuating such sale) after the Notice of Transfer Fee Adjustment is recorded but prior to the actual effective date of the Transfer Fee adjustment (as specified in the applicable notice), then the amount of Transfer Fee in effect prior to the recording of such deed shall apply (and not the adjusted amount of the Transfer Fee as reflected in the applicable notice). Finally, once the CDD reduces the amount of the Transfer Fee pursuant to this Section 2.12, then at all times thereafter that the CDD may elect to increase the amount of the Transfer Fee, under no circumstances shall the increased Transfer Fee ever exceed the highest Transfer Fee previously in effect (as a result of a Change in CPI) (the "**Maximum Fee**"). If the Maximum Fee is ever in effect, and if the existence of a Maximum Fee results in a Revenue Deficiency (as described more particularly in the Maintenance Agreement) then the CDD may have to increase the CDD's annual operating and maintenance assessments and/or levy a special assessment against all owners in Brightshore to address the Revenue Deficiency.

Section 2.13 **Notice of Address Change**. Any notice, demand, or other written request (including a request for an estoppel certificate) made to The Marinelli Fund or the CDD shall be sent to the respective address for such party set forth in Section 2.7 above. Either The Marinelli Fund or the CDD may

change its respective address by preparing and recording a "Notice of Address Change" referencing this Section in the Public Records of the County, and, promptly following such recording, delivering a copy of the recorded Notice of Address Change to the other party hereto.

ARTICLE 3
AMENDMENT

Except with respect to the Transfer Fee and restrictions on increases thereto as set forth in Section 2.12, above, until control of the Association has been turned over to Owners other than Builders ("**Turnover**"), CSS, with the consent and joinder of the CDD, specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, and/or cancel any part of all of this Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. No approval or joinder in any such alteration, modification, change, revocation, rescission, amendment and/or cancellation from either the Association or any Owner will be required. No modification, change, alteration, revision, and/or amendment required by any governmental agency will be deemed to materially or adversely affect Owners or any other interested party. After Turnover, this Declaration may only be amended with the written consent of the CDD, CSS, plus the written consent of (a) not less than 70% of the owners of the total residential Lots in Brightshore, AND (b) owners of not less than 70% of the gross commercial land within Brightshore. For the avoidance of doubt, a Notice of Transfer Fee Adjustment shall not be deemed an amendment to this Covenant and shall not require the vote or approval of anyone other than CSS.

ARTICLE 4
DURATION AND TERMINATION

This Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the CDD and CSS and their respective legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records of the County. Upon the expiration of the initial thirty (30) year period, this Declaration shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten-year renewal periods shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. However, there shall be no renewal or extension of this Declaration if during the first six (6) months of the last year of the term then in effect, (1) CSS, (2) the then record owners of at least seventy percent (70%) of the residential Lots in Brightshore, and (3) the then record owners of commercial Lots within Brightshore representing at least seventy percent (70%) of the total gross acreage of all commercial Lots within Brightshore, and (4) the District all consent, (in each instance by written instrument executed with the formalities of a deed) to terminate this Declaration at the end of its then-current term.

ARTICLE 5
GENERAL PROVISIONS

Section 5.1 **Severability**. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5.2 **Effective Date**. This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 5.3 **Enforcement; Interest**. Landowner shall have the right (but not the obligation) to enforce this Covenant until Landowner no longer owns any portion of Brightshore. The CDD shall have the perpetual right and obligation to enforce the terms and conditions of this Covenant, which shall be construed under Florida law. The prevailing party in any legal proceeding to enforce any of the terms or conditions hereof shall be entitled to recover legal fees and costs from the non-prevailing party. Any Environmental Transfer Fees not paid when due hereunder shall bear interest at the highest rate permitted under applicable law (from the original due date through the date of actual receipt by the applicable payee).

Section 5.4 **Constructive Notice and Acceptance; Covenant Running with the Land**. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, rule, regulation, provision, easement, reservation, condition, lien and covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the deed or any other instrument by which such person or entity acquired an interest in such Lot. The terms, easements, conditions, covenants, restrictions and provisions of this Declaration shall run with the Property, shall be binding upon all Persons (as defined below) and parties having and/or acquiring any right, title and/or interest in the Property or any portion of the Property, and shall inure to the benefit of each and every Person and/or entity, from time to time, owning or holding an interest in the Property or any portion of the Property.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Signed in the presence of these witnesses:

_____
Witness

Print Name:_____
Address:_____
_____
_____

_____
Witness

Print Name:_____
Address:_____
_____
_____

COLLIER STEWARDSHIP SERVICES, INC.,
a Florida not-for-profit corporation

By:_____
Print Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ___ by online notary on this _____ day of _____, 2026, by _____ as _____ of Collier Stewardship Services, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is [_] personally known to me or [_] who produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____
_____

By: _____
Nick Casalanguida, Chairperson of the Board of Supervisors

_____
Witness #2

ATTESTATION OF DISTRICT MANAGER:

_____

By:_____
_____, District Manager

Printed Name of Witness #2
Address:_____
_____
_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me ___ in person or ___ by online notary this _____ day of _____, 2026, by Nick Casalanguida as Chairperson of the Board of Supervisors of Brightshore Community Development District, a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
Printed Name:_____
My Commission Expires:_____

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

HOGAN FARMS, LLC, a Florida limited liability company

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

_____
Witness
Print Name:_____
Address:_____
_____

By:_____
Jeff Sonalia, Vice President

By:_____
Brian Goguen, Vice President

_____
Witness:
Print Name: _____
Address:_____
_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ___ by online notary on this _____ day of _____, 2026, by Jeff Sonalia and Brian Goguen, each as a Vice President of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of said company. They are [_] personally known to me or [_] who produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires:

Exhibit "A"

The Property (all of Brightshore)

ALL OF BRIGHTSHORE VILLAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 78, PAGES 1 THROUGH 24 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Brightshore
Community Development District

Budgetary Matters

Consideration of the Revised O&M Methodology Pro Rata Share Builders Contributions

MASTER OPERATIONS AND MAINTENANCE ASSESSMENT METHODOLOGY REPORT FOR FISCAL YEAR 2026-2027

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

September 14, 2026

Prepared for

Board of Supervisors
Brightshore Community Development District

Prepared by

PFM Financial Advisors, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

1.0 Introduction

1.1 Purpose

This report (the "O&M Assessment Methodology" or "Report") for the Brightshore Community Development District (the "District") has been prepared by PFM Financial Advisors, LLC ("PFM" or the "Methodology Consultant") pursuant to an Agreement for Consulting Services dated July 13, 2026 (the "Agreement") between the District and PFM. Under Task 1 of the Agreement, PFM was engaged to assist the District in establishing an appropriate assessment methodology to support the allocation of the District's annual operations and maintenance budget (the "O&M Budget") for Fiscal Year 2026-2027 (October 1, 2026 through September 30, 2027). This Report (1) determines the special and peculiar benefits that flow to the properties within the District as a logical connection from the operation, maintenance, repair and administration of the District's facilities and services funded through the O&M Budget, constituting enhanced use and increased enjoyment of the property; and (2) apportions those special benefits on a basis that is fair and reasonable.

This Report is consistent with and applies to Fiscal Year 2026-2027 the equivalent residential unit ("ERU") allocation methodology previously established for the District and set forth in the Brightshore CDD Master Operations and Maintenance Methodology Report (the "Master O&M Report") adopted by the Board of Supervisors of the District. The non-ad valorem special assessments securing the District's annual O&M Budget (the "O&M Assessments") constitute a lien, co-equal with the liens of State, County, municipal and school board taxes, against the properties within the boundaries of the District that receive the special and peculiar benefits described herein.

PFM prepared this Report so as to conform to the requirements of the Florida Constitution and Chapters 170, 190 and 197, Florida Statutes, applicable to the O&M Assessments, and consistent with PFM's understanding of the case law on this subject.

1.2 Background

The Brightshore community (the "Community") consists of approximately 681.45 acres located in Collier County, Florida (the "County"). The District encompasses the entire approximately 681.45 acres of the Community. The District was formed on December 13, 2022, by Ordinance 2022-50 enacted by the Collier County Board of County Commissioners (the "Ordinance"), which Ordinance became effective December 22, 2022. The landowner of the property constituting the Community is Hogan Farms, LLC (the "Landowner").

The Community is being developed with a mix of residential and non-residential land uses. The current development program for the Community (the "Community Development Program") includes up to 1,489 single-family and townhome/villa residential units of varying homesite sizes, 300 apartment units, 120,000 square feet of commercial/retail use, 20,000 square feet of civic, governmental and institutional use, and 100,000 square feet of indoor self-storage use, as shown in Table 1 below.

Table 1. Brightshore Community Development Program

Product Type	Units	Square Feet
Twin Villas	240	
42' Homesites	396	
52' Homesites	498	
62' Homesites	356	
Apartments	350	
Goods & Services		120,000
Civic Governmental & Institutional		20,000
Indoor Self-Storage		100,000
	1,840	240,000

Source: Brightshore CDD Master Assessment Methodology Report

2.0 Operations and Maintenance Budget

2.1 Annual O&M Budget

The District's Board of Supervisors is responsible for adopting an annual O&M Budget sufficient to fund the operation, maintenance, repair and administration of the District's facilities and services. The Fiscal Year 2026-2027 O&M Budget totals $354,700.00 and is comprised of the General and Administrative, Landscaping, and Lake Maintenance accounts shown in Table 2 below. The General and Administrative account funds District management, administrative, legal, audit, engineering, insurance and other governance-related costs of the District. The Landscaping account funds the maintenance of common area, entry feature, perimeter and right-of-way landscaping within the District. The Lake Maintenance account funds the operation and maintenance of the District's stormwater management lakes and ponds.

Table 2. Fiscal Year 2026-2027 Operations and Maintenance Budget

Operations and Maintenance Account	Total
General and Administrative	$154,700.00
Landscaping	$160,000.00
Lake Maintenance	$40,000.00
Total	$354,700.00

Note: Budget Line Items in Appendix A

Source: Brightshore CDD Preliminary FY 2026-2027 Budget Approved by the Board of Supervisors on May 11, 2026.

3.0 Assessment Methodology

3.1 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems, facilities and services being funded. Courts recognize that special benefits flow as a logical connection peculiar to the property in the form of enhanced enjoyment and increased use of the property, which in turn may result in decreased insurance premiums and increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the O&M Assessments may be levied, imposed and collected as co-equal first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

3.2 Equivalent Residential Unit (ERU) Methodology

Consistent with the Master O&M Report, the special benefits of the District's O&M Budget are apportioned among the various product types within the Community using an Equivalent Residential Unit (“ERU”) methodology. The base equivalent unit is 2,200 square feet, which is the average square footage of a home built on a 52' homesite; the 52' Homesite product type therefore serves as the base ERU factor of 1.00. The ERU factor for each product type is calculated by dividing the average square footage of that product type by the 2,200 square-foot base. For the Commercial, Civic Governmental & Institutional, and Indoor Self-Storage product types, this calculation is performed on a per-square-foot basis (i.e., 1.00 square foot divided by the 2,200 square-foot base), yielding an ERU factor of approximately 0.000455 per square foot (shown rounded to 0.0005 in Table 3). Multiplying each product type's ERU factor by its total units (or total square footage, for non-residential uses) yields the Total ERUs and the percent total of ERUs for each product type, as shown in Table 3 on the next page.

Table 3. Brightshore CDD ERU Factor Calculations

Product Type	Units / Sq. Ft.	Average Sq. Ft./Unit*	ERU FACTOR	Total ERUs	% ERUs
Townhomes & Villas	380	1,800	0.82	310.91	19.37%
36' Homesites	78	1,800	0.82	63.82	3.98%
42' Homesites	224	2,000	0.91	203.64	12.69%
52' Homesites	551	2,200	1.00	551.00	34.34%
62' Homesites	256	2,400	1.09	279.27	17.40%
Apartments	300	638	0.29	87.00	5.42%
Commercial	120,000	1.00	0.0005	54.55	3.40%
Civic Governmental & Institutional	20,000	1.00	0.0005	9.09	0.57%
Indoor Self-Storage	100,000	1.00	0.0005	45.45	2.83%
Totals				1,604.73	100.00%

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

4.0 Allocation of the O&M Budget to Product Types

The Fiscal Year 2026-2027 O&M Budget of $354,700.00 is allocated to each product type in direct proportion to its percentage share of the District's Total ERUs shown in Table 3. Dividing the O&M Benefit Allocation for each product type by its respective number of units (or square feet, for non-residential uses) produces the Allocation Per Unit / Square Foot shown in Table 4 below. On this basis, $311,357.15 of the O&M Budget (87.78%) is allocated to the District's residential product types, and $43,342.85 (12.22%) is allocated to the District's commercial, civic/governmental and indoor self-storage product types.

Table 4. Brightshore CDD O&M Benefit Allocation by Product Type

Product Type	Units / Sq. Ft.	Total ERUs	% ERUs	O&M Benefit Allocation	Allocation Per Unit/Square	Total Allocation
Townhomes & Villas	380	310.91	19.37%	$68,721.62	$180.85	
36' Homesites	78	63.82	3.98%	$14,106.02	$180.85	
42' Homesites	224	203.64	12.69%	$45,010.65	$200.94	
52' Homesites	551	551.00	34.34%	$121,789.98	$221.03	
62' Homesites	256	279.27	17.40%	$61,728.89	$241.13	$311,357.15
Apartments	300	87.00	5.42%	$19,230.00	$64.10	
Commercial	120,000	54.55	3.40%	$12,056.42	$0.10	
Civic Governmental & Institutional	20,000	9.09	0.57%	$2,009.40	$0.10	
Indoor Self-Storage	100,000	45.45	2.83%	$10,047.02	$0.10	$43,342.85
Totals		1,604.73	100.00%	$354,700.00		$354,700.00

Source: Methodology Consultant

5.0 Allocation to Builder Tracts

The residential property within the District is being developed in preparation for selling parcels to builders, who in turn sell homesites to end users. Four builder tracts have been established within the Community: Taylor Morrison (Tract FD-5), Christopher Alan Homes (Tract FD-6), Toll Brothers (Tract FD-7), and Pulte Homes (Tract FD-8). The 1,489 residential units (Townhomes & Villas and 36', 42', 52' and 62' Homesites) representing 1,408.64 Total ERUs are allocated among these four builder tracts based on each builder's respective product mix, as shown in Table 5 below.

Table 5. ERU Allocation by Builder Tract

			Taylor Morrison	Christopher Alan Homes	Toll Brothers	Pulte Homes	
Product Type	**Total Units**	**ERU Factor**	Tract FD-5	Tract FD-6	Tract FD-7	Tract FD-8	**Total ERUs**
Townhomes & Villas	380	0.82	240			140	310.91
36' Homesites	78	0.82			78		63.82
42' Homesites	224	0.91		56	71	97	203.64
52' Homesites	551	1.00		185	170	196	551.00
62' Homesites	256	1.09			89	167	279.27
Total Units and ERUs	**1,489**		**196.36**	**235.91**	**395.45**	**580.91**	**1,408.64**
% of CIP Allocation			13.94%	16.75%	28.07%	41.24%	100.00%

Source: Methodology Consultant

Applying each builder's percentage share of Total ERUs to the $311,357.15 Total Residential O&M allocation determined in Table 4 produces the O&M Allocation by Homebuilder shown in Table 6 below.

Table 6. O&M Allocation by Homebuilder

Builder	Total ERUs by Homebuilder (Table 5)	Percent ERUs by Homebuilder	O&M Allocation by Homebuilder
Taylor Morrison	196.36	13.94%	$43,403.13
Christopher Alan Home	235.91	16.75%	52,144.03
Toll Brothers	395.45	28.07%	87,409.08
Pulte Homes	580.91	41.24%	128,400.92
	1,408.64	100.00%	$311,357.15

Source: Methodology Consultant

6.0 Quarterly Budget Allocation

Table 7 below distributes the Fiscal Year 2026-2027 O&M Budget by quarter and by responsible party. The $311,357.15 residential allocation from Table 6 is shown by builder, and the $43,342.85 allocation attributable to the Apartments, Commercial, Civic Governmental & Institutional, and Indoor Self-Storage product types is shown under "Landowner," reflecting that those parcels remain in the ownership of the Landowner as of the date of this Report.

Table 7. Fiscal Year 2026-2027 O&M Budget by Quarter

			Budget by Quarter				
			First Quarter	Second Quarter	Third Quarter	4th Quarter	Total
Builder	Total O&M Allocation (Table 6)	Percent Allocation	$88,675.00	$88,675.00	$88,675.00	$88,675.00	$354,700.00
Taylor Morrison	$43,403.13	12.24%	$10,850.78	$10,850.78	$10,850.78	$10,850.78	$43,403.13
Christopher Alan Homes	$52,144.03	14.70%	$13,036.01	$13,036.01	$13,036.01	$13,036.01	$52,144.03
Toll Brothers	$87,409.08	24.64%	$21,852.27	$21,852.27	$21,852.27	$21,852.27	$87,409.08
Pulte Homes	$128,400.92	36.20%	$32,100.23	$32,100.23	$32,100.23	$32,100.23	$128,400.92
Landowner	$43,342.85	12.22%	$10,835.71	$10,835.71	$10,835.71	$10,835.71	$43,342.85
	$354,700.00	100.00%	$88,675.00	$88,675.00	$88,675.00	$88,675.00	$354,700.00

Source: Methodology Consultant

7.0 Special and Peculiar Benefit to the Property

The operation, maintenance and administration of the District's facilities and services create both special benefits and general benefits. The general benefits to the public at large, however, are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the District's O&M activities to property within the District. Absent the ongoing operation and maintenance of the District's stormwater management system, landscaping and other common facilities, and the administration of the District itself, the enjoyment and use of property within the District, and the ability of that property to be developed and used for residential and other purposes, would be diminished.

While the general public and property owners outside the District may benefit incidentally from the District's O&M activities, those benefits are incidental to the special and peculiar benefits derived by property within the District, which is directly and continuously dependent upon the District's O&M activities for the enjoyment, use, and maintenance of value of such property. This fact distinguishes the special and peculiar benefits which lands within the District receive as compared to properties lying outside of the District's boundaries.

8.0 Reasonable and Fair Apportionment of the Duty to Pay

The special and peculiar benefits of the District's O&M Budget have been apportioned among the District's product types, builder tracts, and the Landowner on the ERU basis described in Sections 3.0 through 6.0 of this Report. The duty to pay the O&M Assessments described herein is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the District's operation, maintenance and administrative activities, including enhanced enjoyment and increased use which may result in increased value and marketability and decreased insurance premiums, have been apportioned to each property according to reasonable estimates of the benefit conferred by those activities for the reasons set forth in this Report.

Accordingly, no property within the District will be assessed for the payment of any O&M Assessment in an amount greater than the special benefit peculiar to that property having a nexus to the value of the property or the use and enjoyment thereof.

Note that while an amenity facility will be located within District boundaries, it will not be assessed as it will be owned by the Brightshore Master Property Owners Association ("BMPOA"), and the District does not assess common elements of the BMPOA, which is consistent with Florida law.

9.0 Annual Review and Adjustment of the O&M Assessments

The ERU-based methodology set forth in this Report is intended to apply for Fiscal Year 2026-2027 and shall be reviewed and, if necessary, adjusted on an annual basis in conjunction with the District's annual budget adoption process under Section 190.021, Florida Statutes. As the Community Development Program is platted and units are sold to end users, and as the District's actual annual O&M Budget is proposed and adopted by the Board of Supervisors each year, the allocations shown in Tables 4 through 7 of this Report will be re-run using then-current unit counts, product mix, and the adopted O&M Budget for the applicable fiscal year, so that no parcel bears an O&M Assessment disproportionate to the special and peculiar benefit it receives.

10.0 Covenant to Pay

All O&M Assessments levied by the District are a lien on, and run with, the land. The owner of record at the time the annual assessment roll is certified will have the responsibility to make the annual O&M Assessment payments applicable to such owner's property.

11.0 Conclusion

Based upon the analysis set forth in this Report, PFM has determined that the ERU-based allocation of the District's Fiscal Year 2026-2027 O&M Budget among the District's product types, builder tracts and the Landowner, as shown in Tables 1 through 7 of this Report, results in an assessment methodology that is fair, reasonable, and consistent with the requirements of Florida law and the Master O&M Report previously adopted by the Board of Supervisors of the District. PFM recommends that the Board of Supervisors adopt this Report as the assessment methodology for the District's Fiscal Year 2026-2027 O&M Assessments.

APPENDIX A

Brightshore CDD
FY 2027 Proposed O&M Budget

	Actual to 04/30/2026	Anticipated May 2026 to September 2026	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Proposed Budget
Revenues					
Developer Contributions	$ 75,737.50	$ 65,768.23	$ 141,505.73	$ 151,475.00	$ 354,700.00
Net Revenues	**$ 75,737.50**	**$ 65,768.23**	**$ 141,505.73**	**$ 151,475.00**	**$ 354,700.00**
General & Administrative Expenses					
Public Officials' Liability Insurance	3,032.00	-	3,032.00	3,500.00	3,650.00
Trustee Services	-	-	-	-	5,000.00
Management	25,250.00	22,000.00	47,250.00	42,000.00	48,000.00
Engineering	6,320.00	13,680.00	20,000.00	20,000.00	20,000.00
Disclosure	-	-	-	-	1,000.00
Property Appraiser Fee	-	-	-	-	1,500.00
District Counsel	12,428.30	27,571.70	40,000.00	40,000.00	40,000.00
Assessment Administration	-	7,708.33	7,708.33	18,500.00	18,500.00
Professional Services Accounting	2,800.00	400.00	3,200.00	6,000.00	-
Reamortization Schedule	-	-	-	-	250.00
Audit	-	7,000.00	7,000.00	7,000.00	7,000.00
Arbitrage Calculation	-	-	-	-	500.00
Tax Preparation	-	-	-	-	25.00
Travel and Per Diem	-	-	-	-	1,500.00
Postage & Shipping	-	-	-	-	100.00
Legal Advertising	1,384.69	6,115.31	7,500.00	7,500.00	500.00
Miscellaneous	690.00	230.00	920.00	1,200.00	500.00
Office Supplies	232.06	208.33	440.39	500.00	500.00
Web Site Maintenance	1,800.00	-	1,800.00	1,800.00	3,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
General Insurance	2,480.00	-	2,480.00	3,300.00	3,000.00
Total General & Administrative Expenses	**$ 56,592.05**	**$ 84,913.68**	**$ 141,505.73**	**$ 151,475.00**	**$ 154,700.00**
Field Operations Expenses					
Field Operations Management Staff	$ -	$ -	$ -	$ -	$ -
Landscaping & Field Maintenance	-	-	-	-	160,000.00
Landscape Replacement	-	-	-	-	-
Landscape Mulching	-	-	-	-	-
Irrigation Repairs	-	-	-	-	-
Electricity	-	-	-	-	-
Water Use Monitoring	-	-	-	-	-
Entry Monuments Maintenance	-	-	-	-	-
Wetland Monitoring	-	-	-	-	-
SFWMD ERP Annual Report	-	-	-	-	-
Lake Testing	-	-	-	-	-
Lake Maintenance	-	-	-	-	40,000.00
Offsite Mitigation Maintenance	-	-	-	-	-
Total Field Operations Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000.00**
Total Expenses	**$ 56,592.05**	**$ 84,913.68**	**$ 141,505.73**	**$ 151,475.00**	**$ 354,700.00**
Income (Loss) from Operations	**$ 19,145.45**	**$ (19,145.45)**	**$ -**	**$ -**	$ -
Other Income (Expense)					
Interest Income	$ -	$ -	$ -	$ -	$ -
Total Other Income (Expense)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Net Income (Loss)	**$ 19,145.45**	**$ (19,145.45)**	**$ -**	**$ -**	$ -

TRACT FD-5

Taylor Morrison

PENINSULA ENGINEERING

LEGAL DESCRIPTION
OF PART OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.
(FUTURE BRIGHTSHORE VILLAGE - TRACT "FD-5" - TAYLOR MORRISON PARCEL)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST , COLLIER COUNTY, FLORIDA;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION NORTH 00°33'31" WEST 1,221.65 FEET;
THENCE LEAVING SAID WEST LINE NORTH 89°26'29" EAST 2,060.49 FEET TO THE **POINT OF BEGINNING**;
THENCE 560.54 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,351.00 FEET THROUGH CENTRAL ANGLE OF 23°46'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°26'55" EAST 556.53 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 83°33'45" EAST, A DISTANCE OF 183.56 FEET;
THENCE 150.93 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 32°01'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 67°32'53" EAST 148.98 FEET TO A POINT OF COMPOUND CURVE;
THENCE 228.35 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,520.00 FEET THROUGH A CENTRAL ANGLE OF 05°11'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 48°56'15" EAST 228.27 FEET TO A POINT OF COMPOUND CURVE;
THENCE 86.35 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 82°27'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°06'38" EAST 79.09 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 92.14 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 175°58'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 51°52'04" EAST 59.96 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 85.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 81°51'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 81°04'15" EAST 78.61 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 647.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 780.00 FEET THROUGH A CENTRAL ANGLE OF 47°34'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°47'31" EAST 629.27 FEET TO A POINT OF COMPOUND CURVE;
THENCE 208.74 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 262.00 FEET THROUGH A CENTRAL ANGLE OF 45°38'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 51°35'38" EAST 203.27 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 81°34'47" EAST, A DISTANCE OF 72.56 FEET;

2600 Golden Gate Parkway, Naples, Florida, 34105 Office 239.403.6700 Fax 239.261.1797
Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

THENCE SOUTH 08°25'13" WEST 396.61 FEET;
THENCE 449.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,438.00 FEET THROUGH A CENTRAL ANGLE OF 17°55'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°22'49" WEST 447.93 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 69°19'36" WEST, A DISTANCE OF 1.24 FEET;
THENCE 184.13 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 458.00 FEET THROUGH A CENTRAL ANGLE OF 23°02'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 80°50'38" WEST 182.89 FEET;
THENCE SOUTH 87°38'21" WEST 1,158.19 FEET TO THE **POINT OF BEGINNING**.

- CONTAINING 26.27 ACRES MORE OR LESS.
- SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST COLLIER COUNTY, FLORIDA BEING NORTH 0°33'31" WEST.



August 6th, 2024
DATE OF SURVEY

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479
REFERENCE: S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\TRACT-FD-05-TMOR\SKETCH\S-BS-PH1-FD05-SK-01.dwg

TRACT FD-6

Christopher Alan Homes

PENINSULA ENGINEERING

LEGAL DESCRIPTION
OF PART OF THE NORTH HALF OF
SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.
(FUTURE BRIGHSHORE VILLAGE – TRACT "FD-6" – CHRISTOPHER ALAN HOMES PARCEL)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 19 NORTH 00°33'31" WEST 1,458.84 FEET;
THENCE LEAVING SAID WEST LINE NORTH 89°26'29" EAST 253.00 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 00°33'31" WEST 764.61 FEET;
THENCE 58.26 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 33°22'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 70°28'21" WEST 57.44 FEET TO A POINT OF COMPOUND CURVE;
THENCE 79.02 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 113°11'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 02°48'40" EAST 66.78 FEET TO A POINT OF COMPOUND CURVE;
THENCE 52.39 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 30°01'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 74°24'46" EAST 51.79 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00°33'31" WEST, A DISTANCE OF 184.00 FEET;
THENCE 419.40 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 267.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°26'29" EAST 377.60 FEET;
THENCE NORTH 89°26'29" EAST 306.63 FEET;
THENCE 198.21 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 999.00 FEET THROUGH A CENTRAL ANGLE OF 11°22'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 83°45'27" EAST 197.88 FEET TO A POINT OF COMPOUND CURVE;
THENCE 169.01 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 110.00 FEET THROUGH A CENTRAL ANGLE OF 88°02'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 34°03'23" EAST 152.87 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 201.86 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 205.00 FEET THROUGH A CENTRAL ANGLE OF 56°25'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 18°14'51" EAST 193.80 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 43°32'37" EAST, A DISTANCE OF 10.00 FEET;
THENCE 417.53 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 195.00 FEET THROUGH A CENTRAL ANGLE OF 122°40'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 72°12'11" EAST 342.22 FEET;

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Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 79°08'15" EAST, A DISTANCE OF 32.27 FEET;
THENCE 407.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 30°18'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°47'55" EAST 402.91 FEET;
THENCE SOUTH 26°57'19" EAST 456.06 FEET;
THENCE 191.68 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 487.00 FEET THROUGH A CENTRAL ANGLE OF 22°33'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°40'47" EAST 190.44 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°35'45" WEST, A DISTANCE OF 20.00 FEET;
THENCE 319.49 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 39°11'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°11'42" WEST 313.30 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 224.16 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 38°34'08" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°30'34" WEST 219.95 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 606.34 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 61°16'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°51'38" WEST 577.86 FEET TO A POINT OF COMPOUND CURVE;
THENCE 959.12 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 867.00 FEET THROUGH A CENTRAL ANGLE OF 63°23'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 89°11'16" WEST 910.95 FEET TO A POINT OF COMPOUND CURVE;
THENCE 579.53 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 58°33'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°50'22" WEST 554.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 64.15 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 19 BEING NORTH 00°33'31" WEST.



LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

JANUARY 16TH, 2025
DATE OF SURVEY

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

TRACT FD-7

Toll Brothers

PENINSULA ENGINEERING

LEGAL DESCRIPTION

OF PART OF SECTIONS 18 AND 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA.

(FUTURE BRIGHTSHORE VILLAGE - TRACT "FD-7" - TOLL BROTHERS PARCEL)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE NORTH LINE OF SAID SECTION 19 NORTH 89°41'52" EAST 691.89 FEET TO THE **POINT OF BEGINNING**;
THENCE LEAVING SAID NORTH LINE NORTH 00°56'08" WEST 669.85 FEET;
THENCE 514.98 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 63°10'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 30°39'20" EAST 489.28 FEET;
THENCE NORTH 62°14'48" EAST 361.97 FEET;
THENCE 694.42 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 767.00 FEET THROUGH A CENTRAL ANGLE OF 51°52'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 88°11'01" EAST 670.94 FEET;
THENCE SOUTH 65°52'47" EAST 41.32 FEET;
THENCE 554.22 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 100°10'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°47'37" EAST 486.28 FEET;
THENCE SOUTH 34°17'33" WEST 428.10 FEET;
THENCE 181.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 433.00 FEET THROUGH A CENTRAL ANGLE OF 24°03'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°16'01" WEST 180.43 FEET;
THENCE SOUTH 10°14'28" WEST 278.11 FEET;
THENCE 228.15 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 467.00 FEET THROUGH A CENTRAL ANGLE OF 27°59'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 24°14'12" WEST 225.88 FEET;
THENCE 171.56 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 1,251.00 FEET THROUGH A CENTRAL ANGLE OF 07°51'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 33°58'59" EAST 171.42 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 59°56'44" WEST, A DISTANCE OF 10.00 FEET;
THENCE 523.75 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,241.00 FEET THROUGH A CENTRAL ANGLE OF 24°10'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°57'50" EAST 519.87 FEET;
THENCE SOUTH 05°52'24" EAST 288.37 FEET;
THENCE 85.81 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 307.00 FEET THROUGH A CENTRAL ANGLE OF 16°00'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°08'03" WEST 85.53 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 79°51'30" EAST, A DISTANCE OF 10.00 FEET;
THENCE 386.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 69°47'27"

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Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45°02'13" WEST 362.70 FEET;
THENCE 288.66 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 681.00 FEET THROUGH A CENTRAL ANGLE OF 24°17'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 37°47'52" EAST 286.51 FEET TO A POINT OF COMPOUND CURVE;
THENCE 12.11 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 531.00 FEET THROUGH A CENTRAL ANGLE OF 01°18'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 50°35'39" EAST 12.11 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 38°45'09" WEST, A DISTANCE OF 198.00 FEET;
THENCE 11.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 729.00 FEET THROUGH A CENTRAL ANGLE OF 00°56'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50°46'40" WEST 11.95 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 39°41'31" WEST, A DISTANCE OF 130.00 FEET;
THENCE 5.50 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 859.00 FEET THROUGH A CENTRAL ANGLE OF 00°22'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50°07'28" WEST 5.50 FEET TO A POINT OF COMPOUND CURVE;
THENCE 420.77 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 1,009.00 FEET THROUGH A CENTRAL ANGLE OF 23°53'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 37°59'40" WEST 417.73 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 134.84 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 154°30'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 76°41'49" WEST 97.54 FEET;
THENCE SOUTH 00°33'31" EAST 270.56 FEET;
THENCE 204.41 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 35°29'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°11'11" WEST 201.16 FEET;
THENCE SOUTH 34°55'54" WEST 138.59 FEET;
THENCE 72.85 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 235.00 FEET THROUGH A CENTRAL ANGLE OF 17°45'38" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°03'05" WEST 72.55 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 399.85 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 72°16'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 53°18'22" WEST 373.86 FEET;
THENCE SOUTH 89°26'29" WEST 216.84 FEET;
THENCE 497.94 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 317.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°33'31" WEST 448.31 FEET;
THENCE NORTH 00°33'31" WEST 1,342.20 FEET;
THENCE 586.03 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 567.00 FEET THROUGH A CENTRAL ANGLE OF 59°13'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°03'03" EAST 560.29 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 180.82 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 31°06'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°06'14" EAST 178.61 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 62°27'09" WEST, A DISTANCE OF 63.62 FEET;
THENCE 19.45 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 11°08'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 68°01'29" WEST 19.42 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 285.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 204°45'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 28°46'55" EAST 156.28 FEET;
THENCE SOUTH 48°50'20" EAST 48.74 FEET;
THENCE 17.86 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 333.00 FEET THROUGH A CENTRAL ANGLE OF 03°04'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00°36'04" EAST 17.86 FEET;
THENCE NORTH 00°56'08" WEST 78.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 109.66 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 BEING NORTH 89°41'52" EAST.

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

September 16TH, 2024
DATE OF SURVEY

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

TRACT FD-8

Pulte Homes

LEGAL DESCRIPTION
OF PART OF SECTIONS 18 AND 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA.
(FUTURE BRIGHTSHORE VILLAGE – TRACT "FD-8" – PULTE PARCEL)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA;
THENCE ALONG THE NORTH LINE OF SAID SECTION 19 SOUTH 89°43'59" WEST 1,025.60 FEET TO THE **POINT OF BEGINNING**;
THENCE LEAVING SAID NORTH LINE 71.19 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 70.00 FEET THROUGH CENTRAL ANGLE OF 58°16'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°52'37" WEST 68.17 FEET;
THENCE SOUTH 58°00'50" WEST 107.28 FEET;
THENCE 136.00 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 431.00 FEET THROUGH A CENTRAL ANGLE OF 18°04'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 51°27'17" EAST 135.44 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 488.26 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 469.00 FEET THROUGH A CENTRAL ANGLE OF 59°38'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 30°40'12" EAST 466.51 FEET TO A POINT OF COMPOUND CURVE;
THENCE 1,703.05 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 5,169.00 FEET THROUGH A CENTRAL ANGLE OF 18°52'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 08°35'35" WEST 1,695.35 FEET TO A POINT OF COMPOUND CURVE;
THENCE 64.00 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 869.00 FEET THROUGH A CENTRAL ANGLE OF 04°13'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 20°08'30" WEST 63.98 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 67.07 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 42°41'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 00°54'07" WEST 65.53 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 606.77 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 247.00 FEET THROUGH A CENTRAL ANGLE OF 140°44'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 49°55'38" WEST 465.30 FEET;
THENCE NORTH 59°41'52" WEST 54.63 FEET;
THENCE 24.60 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 461.00 FEET THROUGH A CENTRAL

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Fla Engineer CA 28275 Fla Landscape CA LC26000632 Fla Surveyor/Mapper LB8479

ANGLE OF 03°03'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27°53'34" WEST 24.60 FEET TO A POINT OF COMPOUND CURVE;
THENCE 26.07 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 31°07'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 10°48'17" WEST 25.75 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 45.69 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 17°27'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 03°58'20" WEST 45.52 FEET;
THENCE SOUTH 12°41'55" WEST 72.58 FEET;
THENCE 40.63 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 236.00 FEET THROUGH A CENTRAL ANGLE OF 09°51'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°37'52" WEST 40.58 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 40.48 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 14°08'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°29'31" WEST 40.38 FEET;
THENCE SOUTH 08°25'13" WEST 0.31 FEET;
THENCE NORTH 81°34'47" WEST 94.00 FEET;
THENCE 39.14 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 13°40'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°35'00" EAST 39.05 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 57.13 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 13°05'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°17'35" EAST 57.01 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 62°55'15" WEST, A DISTANCE OF 56.11 FEET;
THENCE 144.72 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 181.00 FEET THROUGH A CENTRAL ANGLE OF 45°48'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 85°49'35" WEST 140.89 FEET;
THENCE SOUTH 71°16'05" WEST 468.25 FEET;
THENCE 418.65 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 569.00 FEET THROUGH A CENTRAL ANGLE OF 42°09'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 87°39'14" WEST 409.27 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 23°25'27" WEST, A DISTANCE OF 20.00 FEET;
THENCE 528.87 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 589.00 FEET THROUGH A CENTRAL ANGLE OF 51°26'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 40°51'10" WEST 511.28 FEET;
THENCE NORTH 15°07'46" WEST 510.80 FEET;
THENCE 5.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE

CONCAVE NORTH HAVING A RADIUS OF 729.00 FEET THROUGH A CENTRAL ANGLE OF 00°25'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 89°50'49" EAST 5.40 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 00°21'55" WEST, A DISTANCE OF 58.00 FEET;
THENCE NORTH 15°07'46" WEST 295.53 FEET;
THENCE 302.44 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 769.00 FEET THROUGH A CENTRAL ANGLE OF 22°32'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 03°51'45" WEST 300.50 FEET;
THENCE NORTH 07°24'16" EAST 219.93 FEET;
THENCE 794.38 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,481.00 FEET THROUGH A CENTRAL ANGLE OF 30°43'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 07°57'42" WEST 784.89 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 419.89 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 869.00 FEET THROUGH A CENTRAL ANGLE OF 27°41'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 09°29'08" WEST 415.82 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°38'36" EAST, A DISTANCE OF 10.00 FEET;
THENCE 448.81 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 859.00 FEET THROUGH A CENTRAL ANGLE OF 29°56'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 19°19'29" EAST 443.72 FEET;
THENCE NORTH 34°17'33" EAST 431.12 FEET;
THENCE 96.26 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 309.00 FEET THROUGH A CENTRAL ANGLE OF 17°50'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°13'01" EAST 95.87 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 37°51'31" WEST, A DISTANCE OF 10.00 FEET;
THENCE 357.46 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 319.00 FEET THROUGH A CENTRAL ANGLE OF 64°12'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 84°14'37" EAST 339.05 FEET;
THENCE SOUTH 63°39'15" EAST 268.30 FEET;
THENCE 284.27 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 310.00 FEET THROUGH A CENTRAL ANGLE OF 52°32'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 89°55'27" EAST 274.41 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 595.78 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 519.00 FEET THROUGH A CENTRAL ANGLE OF 65°46'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 83°18'30" EAST 563.60 FEET;
THENCE SOUTH 50°25'20" EAST 23.32 FEET;

THENCE 589.37 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 669.00 FEET THROUGH A CENTRAL ANGLE OF 50°28'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 25°11'04" EAST 570.49 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 00°01'36" WEST, A DISTANCE OF 0.40 FEET;
THENCE 159.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 431.00 FEET THROUGH A CENTRAL ANGLE OF 21°12'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 10°36'08" EAST 158.60 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 67°25'04" EAST, A DISTANCE OF 119.84 FEET;
THENCE 137.23 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 112°19'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 56°25'16" EAST 116.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 182.32 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE NORTH LINE OF SAID SECTION 19 BEING SOUTH 89°13'59" WEST.

LANCE T MILLER, P.S.M. #LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

April 16th, 2025
DATE OF SURVEY

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

Brightshore
Community Development District

Budgetary Matters

Consideration of Assignment of
True-Up Agreements

- Taylor Morrison
- Christopher Alan Homes
- Toll Brothers
- Pulte Homes

Brightshore
Community Development District

Budgetary Matters

Taylor Morrison

This instrument prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[*space above for recording purposes*]

ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN HOGAN FARMS, LLC AND BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026

[Title Examiner Note: Assigned Agreement recorded at O.R. Book 6563, Page 765; Re: TRACT FD-5]

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2026, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 (the "Assignor"); and

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, whose address is 28100 Bonita Grande Drive, Suite 102, Bonita Springs, Florida 34135 (the "Assignee");

and is joined by the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain Agreement between Hogan Farms, LLC, and Brightshore Community Development District Regarding the True Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2026, dated March 11, 2026 and recorded (the "Agreement"); and

WHEREAS, Assignor has conveyed Assignor's lands to Assignee described in the Agreement and in the attached **Exhibit A** (the "Conveyed Property"); and

WHEREAS, pursuant to Section 8 of the Agreement, Assignor wishes to assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Assignment.

SECTION 2. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

SECTION 3. ASSIGNMENT. Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains approximately **26.27** developable acres and is within development area known as **Tract FD-5** located within the District as described in **Exhibit A**. As a result of the development plan for the Conveyed Property provided by the Assignee and attached hereto as **Exhibit B**, the total amount of par debt being allocated to the Conveyed Property is **$4,805,000.00**. The par debt per developable ERU applicable to the Conveyed Property, for purposes of Section 4A and 4B of the Agreement and for purposes of Assignee's true-up obligations under the Agreement as to the Conveyed Property, is **$32,075.13.** Assignor agrees that the ERUs associated with the development plan attached hereto as Exhibit B have been reallocated to the Conveyed Lands. In the event additional ERUs are to be constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

SECTION 4. VALIDITY OF ASSESSMENTS. Assignee agrees the Assessment Resolutions have been duly adopted by the District. Assignee further agrees that the Series 2026 Assessments levied on Conveyed Property and imposed as a lien by the District are legal, valid and binding liens on the Conveyed Property against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments to the extent allocated to the Conveyed Property in accordance with the terms of the Assessment Resolutions and the Agreement.

SECTION 5. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

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

ASSIGNOR:

WITNESSES:

HOGAN FARMS, LLC, a Florida limited liability company

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

_____

Name:_____

Address: _____

_____

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President of Barron Collier Corporation, a Florida corporation, as Manager of Hogan Farms, LLC, a Florida limited liability company, for and on behalf of the company, who are [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

_____
Name:_____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of Taylor Morrison of Florida, Inc., a Florida corporation, for and on behalf of the corporation, who is [__] personally known to me or [__] produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____

Name:_____

Address: _____

_____

_____

Nick Casalanguida
Chairperson, Board of Supervisors

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District, who is [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

Exhibit A: Legal Description of Conveyed Property
Exhibit B: Development Plan for Conveyed Property

Exhibit A

Legal Description of the Conveyed Property

Tract FD-5, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit B

Development Plan for the Conveyed Property and Total ERUs for Series 2026 Bonds

Unit Type	Number of Units	Total ERU
Twin Villas	240	149.80
TOTAL	240	149.80

Brightshore
Community Development District

Budgetary Matters

Christopher Alan Homes

This instrument prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[*space above for recording purposes*]

ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN HOGAN FARMS, LLC AND BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026

[Title Examiner Note: Assigned Agreement recorded at O.R. Book 6563, Page 785; Re: TRACT FD-6]

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2026, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 (the "Assignor"); and

JHS BUILDERS, LLC, a Florida limited liability company, whose address is 6330 Techster Boulevard, Ft. Myers, Florida 33966 (the "Assignee");

and is joined by the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain Agreement between Hogan Farms, LLC, and Brightshore Community Development District Regarding the True Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2026, dated March 11, 2026 and recorded (the "Agreement"); and

WHEREAS, Assignor has conveyed Assignor's lands to Assignee described in the Agreement and in the attached **Exhibit A** (the "Conveyed Property"); and

WHEREAS, pursuant to Section 8 of the Agreement, Assignor wishes to assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Assignment.

SECTION 2. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

SECTION 3. ASSIGNMENT. Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains approximately **64.15** developable acres and is within development area known as **Tract FD-6** located within the District as described in **Exhibit A**. As a result of the development plan for the Conveyed Property provided by the Assignee and attached hereto as **Exhibit B**, the total amount of par debt being allocated to the Conveyed Property is **$5,770,000.00**. The par debt per developable ERU applicable to the Conveyed Property, for purposes of Section 4A and 4B of the Agreement and for purposes of Assignee's true-up obligations under the Agreement as to the Conveyed Property, is **$32,083.10.** Assignor agrees that the ERUs associated with the development plan attached hereto as Exhibit B have been reallocated to the Conveyed Lands. In the event additional ERUs are to be constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

SECTION 4. VALIDITY OF ASSESSMENTS. Assignee agrees the Assessment Resolutions have been duly adopted by the District. Assignee further agrees that the Series 2026 Assessments levied on Conveyed Property and imposed as a lien by the District are legal, valid and binding liens on the Conveyed Property against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments to the extent allocated to the Conveyed Property in accordance with the terms of the Assessment Resolutions and the Agreement.

SECTION 5. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

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

ASSIGNOR:

WITNESSES:

HOGAN FARMS, LLC, a Florida limited liability company

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

_____

Name:_____

Address: _____

_____

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President of Barron Collier Corporation, a Florida corporation, as Manager of Hogan Farms, LLC, a Florida limited liability company, for and on behalf of the company, who are [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

JHS BUILDERS, LLC,
a Florida limited liability company

_____
Name:_____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of JHS Builders, LLC, a Florida limited liability company, for and on behalf of the company, who is [__] personally known to me or [__] produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____

Name:_____

Address: _____

_____

_____

Nick Casalanguida
Chairperson, Board of Supervisors

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District, who is [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

Exhibit A: Legal Description of Conveyed Property
Exhibit B: Development Plan for Conveyed Property

Exhibit A

Legal Description of the Conveyed Property

Tract FD-6, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit B

Development Plan for the Conveyed Property and Total ERUs for Series 2026 Bonds

Unit Type	Number of Units	Total ERU
42’ SF	56	50.96
52’ SF	185	185
TOTAL ERU FOR 2026 BONDS		179.85

Brightshore
Community Development District

Budgetary Matters

Toll Brothers

This instrument prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[*space above for recording purposes*]

ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN HOGAN FARMS, LLC AND BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026

[Title Examiner Note: Assigned Agreement recorded at O.R. Book 6563, Page 805; Re: TRACT FD-7]

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2026, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 (the "Assignor"); and

TOLL BROS., INC., a Pennsylvania corporation, whose address is 2966 Commerce Park Drive, Suite 100, Orlando, Florida 32819 (the "Assignee");

and is joined by the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817(the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain Agreement between Hogan Farms, LLC, and Brightshore Community Development District Regarding the True Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2026, dated March 11, 2026 and recorded (the "Agreement"); and

WHEREAS, Assignor has conveyed Assignor's lands to Assignee described in the Agreement and in the attached **Exhibit A** (the "Conveyed Property"); and

WHEREAS, pursuant to Section 8 of the Agreement, Assignor wishes to assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Assignment.

SECTION 2. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

SECTION 3. ASSIGNMENT. Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains approximately **109.66** developable acres and is within development area known as **Tract FD-7** located within the District as described in **Exhibit A**. As a result of the development plan for the Conveyed Property provided by the Assignee and attached hereto as **Exhibit B**, the total amount of par debt being allocated to the Conveyed Property is **$9,675,000.00**. The par debt per developable ERU applicable to the Conveyed Property, for purposes of Section 4A and 4B of the Agreement and for purposes of Assignee's true-up obligations under the Agreement as to the Conveyed Property, is **$32,182.22.** Assignor agrees that the ERUs associated with the development plan attached hereto as Exhibit B have been reallocated to the Conveyed Lands. In the event additional ERUs are to be constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

SECTION 4. VALIDITY OF ASSESSMENTS. Assignee agrees the Assessment Resolutions have been duly adopted by the District. Assignee further agrees that the Series 2026 Assessments levied on Conveyed Property and imposed as a lien by the District are legal, valid and binding liens on the Conveyed Property against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments to the extent allocated to the Conveyed Property in accordance with the terms of the Assessment Resolutions and the Agreement.

SECTION 5. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

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

ASSIGNOR:

WITNESSES:

HOGAN FARMS, LLC, a Florida limited liability company

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

_____

Name:_____

Address: _____

_____

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President of Barron Collier Corporation, a Florida corporation, as Manager of Hogan Farms, LLC, a Florida limited liability company, for and on behalf of the company, who are [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

TOLL BROS., INC.,
a Pennsylvania corporation

_____
Name:_____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of Toll Bros., Inc., a Pennsylvania corporation, for and on behalf of the corporation, who is [__] personally known to me or [__] produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____

Name:_____

Address: _____

_____

_____

Nick Casalanguida
Chairperson, Board of Supervisors

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District, who is [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

Exhibit A: Legal Description of Conveyed Property
Exhibit B: Development Plan for Conveyed Property

Exhibit A

Legal Description of the Conveyed Property

Tract FD-7, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit B

Development Plan for the Conveyed Property and Total ERUs for Series 2026 Bonds

Unit Type	Number of Units	Total ERU
36’	78	63.96
42’	71	64.61
52’	170	170
62’	89	97.01
TOTAL ERU FOR 2026 BONDS		300.63

Brightshore
Community Development District

Budgetary Matters

Pulte Homes

This instrument prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

[*space above for recording purposes*]

ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN HOGAN FARMS, LLC AND BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTREVENUE BONDS, SERIES 2026

[Title Examiner Note: Assigned Agreement recorded at O.R. Book 6563, Page 826; Re: TRACT FD-8]

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2026, by and between:

HOGAN FARMS, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 (the "Assignor"); and

PULTE HOME COMPANY, LLC, a Michigan limited liability company, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (the "Assignee");

and is joined by the **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain Agreement between Hogan Farms, LLC, and Brightshore Community Development District Regarding the True Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2026, dated March 11, 2026 and recorded (the "Agreement"); and

WHEREAS, Assignor has conveyed Assignor's lands to Assignee described in the Agreement and in the attached **Exhibit A** (the "Conveyed Property"); and

WHEREAS, pursuant to Section 8 of the Agreement, Assignor wishes to assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Assignment.

SECTION 2. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

SECTION 3. ASSIGNMENT. Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains approximately **182.32** developable acres and is within development area known as **Tract FD-8** located within the District as described in **Exhibit A**. As a result of the development plan for the Conveyed Property provided by the Assignee and attached hereto as **Exhibit B**, the total amount of par debt being allocated to the Conveyed Property is **$14,210,000.00**. The par debt per developable ERU applicable to the Conveyed Property, for purposes of Section 4A and 4B of the Agreement and for purposes of Assignee's true-up obligations under the Agreement as to the Conveyed Property, is **$32,226.04.** Assignor agrees that the ERUs associated with the development plan attached hereto as Exhibit B have been reallocated to the Conveyed Lands. In the event additional ERUs are to be constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

SECTION 4. VALIDITY OF ASSESSMENTS. Assignee agrees the Assessment Resolutions have been duly adopted by the District. Assignee further agrees that the Series 2026 Assessments levied on Conveyed Property and imposed as a lien by the District are legal, valid and binding liens on the Conveyed Property against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments to the extent allocated to the Conveyed Property in accordance with the terms of the Assessment Resolutions and the Agreement.

SECTION 5. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

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

ASSIGNOR:

WITNESSES:

HOGAN FARMS, LLC, a Florida limited liability company

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

_____

Name:_____

Address: _____

_____

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President of Barron Collier Corporation, a Florida corporation, as Manager of Hogan Farms, LLC, a Florida limited liability company, for and on behalf of the company, who are [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

_____
Name:_____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Name:_____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, for and on behalf of the company, who is [__] personally known to me or [__] produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____

Name:_____

Address: _____

_____

_____

Nick Casalanguida
Chairperson, Board of Supervisors

_____

Name:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District, who is [__] personally known to me or [__] produced _____ as identification.

_____

Print Name:_____

Notary Public, State of Florida

Exhibit A: Legal Description of Conveyed Property
Exhibit B: Development Plan for Conveyed Property

Exhibit A

Legal Description of the Conveyed Property

Tract FD-8, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit B

Development Plan for the Conveyed Property and Total ERUs for Series 2026 Bonds

Unit Type	Number of Units	Total ERU
36’	140	114.8
42’	97	88.27
52’	196	196.0
62’	167	182.03
TOTAL ERU for 2026 BONDS		440.95

Brightshore
Community Development District

Construction Matters

Consideration of Earthwork and Roadway
Construction Change Order #2

Change Order

No. 2

Project : Brightshore Village
Owner: Brightshore Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando FL 32817

Date of Change Order:
August 25, 2026

Contract Date:
January 6, 2026

Contractor :
South Florida Excavation Inc.
1455 Rail Head Blvd, Suite 3
Naples, FL 34110

Contract for:
CDD - Phase 1
Hogan Farms - Phase 1
Master POA

THIS CONTRACT IS CHANGED AS FOLLOWS:

Decrease for Bahia sod and paving revisions, including asphalt deductions, . paver additions, and bridge railing changes (see attached for details) — Deduct ($332,626.39)
***This Change affects CDD Work Phase 1, Current Total $6,289,908.73, New Total $5,957,282.34**

Decrease for Sod changes — Deduct ($31,382.06)
***This Change affects Hogan Farms - Phase 1, Current Total $2,178,244.91, New Total $2,146,862.85**

Decrease for Hydroseed — Deduct ($258,825.60)
***This Change affects Master POA, Total $1,505,501.65, New Total $1,246,676.05**

The original Contract Sum was:	$	26,006,726.29
The net change by previously authorized Change Orders	$	(7,200,000.00)
The Contract Sum prior to this Change Order was:	$	18,806,726.29
The Contract Sum will be decreased by this Change Order in the amount of:	$	(622,834.05)
The new Contract Sum including this Change Order will be:	$	18,183,892.24

The Contract Time will be Increased/Decreased by zero (0) days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

South Florida Excavation, Contractor *(Signature)*

Ted Tryka, District Engineer *(Signature)*

Nick Casalanguida, Chair *(Signature)*

SOUTH FLORIDA EXCAVATION, INC.
1455 Rail Head Blvd., Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR: 19051

REVISED CHANGE ORDER #2

June 20, 2026

TO: Brightshore Community Development District
c/o Kyle Fruth
3501 quadrangle Blvd., Suite 270
Orlando, FL 32817

Email: kfruth@pen-eng.com

Project: Brightshore Earthwork and Road Construction CDD - Phase 1
Bahia Sod Changes - Deduct Multi-Use Pathway Asphalt
Add Pavers at Intersection/Bridge - Deduct Asphalt at Intersection and Bridge Railing

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	2' Sod Back of Curb - Bahia (Provide Unit Cost)	-69,800	SF	$ 0.29	$ (20,242.00)
2	Sod Berms - Bahia	-825,000	SF	$ 0.29	$ (239,250.00)
3	Sod Lake Banks - Bahia	-990,180	SF	$ 0.29	$ (287,152.20)
4	Linear Park - Bahia	-1,103,992	SF	$ 0.29	$ (320,157.68)
5	Bahia Sod	1,623,876	SF	$ 0.29	$ 470,924.04
6	1" Asphalt Type SP 9.5 - Mulit-Use Pathways	0	SY	$ 14.00	$ -
	6" Limerock Base (Onsite Material)	0	SY	$ 6.50	$ -
	12" Stabilized Subgrade (Onsite Material)	0	SY	$ 2.75	$ -
	Paver Bricks - Intersection	670	SY	$ 94.00	$ 62,980.00
	Paver Sand - 1" - Intersection	714	SY	$ 28.00	$ 19,992.00
	Ribbon Curb - Intersection	150	LF	$ 44.00	$ 6,600.00
	Paver Bricks - Bridge	125	SY	$ 94.00	$ 11,750.00
	Paver Sand - 1" - Bridge	133	SY	$ 28.00	$ 3,724.00
7	West Bridge Handrail Allowance	1	LS	$ (200,000.00)	$ (200,000.00)
8	East Bridge Handrail Allowance	1	LS	$ (200,000.00)	$ (200,000.00)
9	Additional Excavation	370,873	CY	$ 4.15	$ 1,539,122.95
10	Deduct for 1st Lift Asphalt at Intersection (Now Brick Pavers)	-670	SY	$ 12.50	$ (8,375.00)
11	Deduct for 2nd Lift Asphalt at Intersection (Now Brick Pavers	-670	SY	$ 12.75	$ (8,542.50)
12	Deduct West Bridge Material	1	LS	$ (633,000.00)	$ (633,000.00)
13	Deduct East Bridge Material	1	LS	$ (531,000.00)	$ (531,000.00)
				TOTAL	**$ (332,626.39)**

Pending Quantity Verification

Respectfully submitted:

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Change:

Date _____ _____

SOUTH FLORIDA EXCAVATION, INC.
1455 Rail Head Blvd., Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR: 19051

CHANGE ORDER #2

June 20, 2026

TO: Brightshore Community Development District
c/o Kyle Fruth
3501 quadrangle Blvd., Suite 270
Orlando, FL 32817

Email: kfruth@pen-eng.com

Project: Brightshore Village Hogan Farms - Phase 1
Credit for Sod

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	FD-1 Tract - Sod Berms - Bahia	-52,680	SF	$ 0.29	$ (15,277.20)
2	FD-3 Tract - Sod Berms - Bahia	-55,534	SF	$ 0.29	$ (16,104.86)
				TOTAL	**$ (31,382.06)**

Respectfully submitted:

R Anderson

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Change:

Date _____ _____

SOUTH FLORIDA EXCAVATION, INC.
1455 Rail Head Blvd., Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR: 19051

CHANGE ORDER #1

June 30, 2026

TO: Brightshore Community Development District
c/o Kyle Fruth
3501 quadrangle Blvd., Suite 270
Orlando, FL 32817

Email: kfruth@pen-eng.com

Project: Brightshore Earthwork and Road Construction MASTER POA WORK
Deduct Hydroseed

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Deduct Hydroseed	-32.68	AC	$ 7,920.00	$ (258,825.60)
				TOTAL	**$ (258,825.60)**

Respectfully submitted:

R. Anderson

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Change:

Date _____ _____

Brightshore
Community Development District

Construction Matters

Consideration of Roundabout Change Order #2

Change Order

No. 2

Project : Brightshore Village
Owner: Brightshore Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando FL 32817

Date of Change Order:
August 20, 2026

Contract Date:
January 6, 2026

Contractor :
South Florida Excavation Inc.
1455 Rail Head Blvd, Suite 3
Naples, FL 34110

Contract for:
Brightshore CDD Round-A-Bout

THIS CONTRACT IS CHANGED AS FOLLOWS:

Addition of Sod per plan updates and additional pavers — Add $134,938.00

***This Change affects CDD Work Round-A-Bout, Current Total $1,932,902.32, New Total $2,067,840.32**

The original Contract Sum was:	$	2,050,130.90
The net change by previously authorized Change Orders	$	(117,228.58)
The Contract Sum prior to this Change Order was:	$	1,932,902.32
The Contract Sum will be increased by this Change Order in the amount of:	$	134,938.00
The new Contract Sum including this Change Order will be:	$	2,067,840.32

The Contract Time will be Increased/Decreased by zero (0) days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

South Florida Excavation, Contractor *(Signature)*

Ted Tryka, District Engineer *(Signature)*

Nick Casalanguida, Chair *(Signature)*

SOUTH FLORIDA EXCAVATION, INC.
1455 Rail Head Blvd., Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR: 19051

CHANGE ORDER #2

June 30, 2026

TO: Brightshore Community Development District
c/o Kyle Fruth
3501 quadrangle Blvd., Suite 270
Orlando, FL 32817

Email: kfruth@pen-eng.com

Project: Brightshore Immokalee Road CDD Round A-Bout
Performance Turf

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Performance Turf (Additional)	4,684	SY	$ 5.00	$ 23,420.00
2	Additional Road Pavers on Concrete in Median	407	SY	$ 274.00	$ 111,518.00
				TOTAL	**$ 134,938.00**

Respectfully submitted:

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Change:

Date _____ _____

Brightshore
Community Development District

Construction Matters

Consideration of Jensen Utility Change Order #2

Change Order

No. 2

Project : Brightshore Village
Owner: Brightshore Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando FL 32817

Date of Change Order:
August 20, 2026

Contract Date:
March 2, 2026

Contractor :
Jensen Underground Utilities Inc.
5585 Taylor Rd
Naples, FL 34109

Contract for:
Brightshore Utility & Drainage Construction

THIS CONTRACT IS CHANGED AS FOLLOWS:

Increase for: Drainage adds (see attached exhibit for breakdown)	Add	$169,964.00
Decrease for: Drainage deletes (see attached exhibit for breakdown)	Deduct	($91,145.00)
Increase for: Sewer adds (5) 8" 11 1/4 bend	Add	$6,415.00
Increase for: Water adds including saddle material change, gate valve and temp blow-off	Add	$31,225.48
Decrease for: Water deletes for gate valve and temp blow-off	Deduct	($7,690.00)
Increase for: Irrigation adds (see attached for breakdown)	Add	$2,153,726.00
Decrease for: Irrigation deletes (see attached exhibit for breakdown)	Deduct	($1,057,750.00)

***This Change affects the Brightshore CDD portion of work, Current Total $5,765,652.89, New Total $6,970,398.37**
Brightshore Master POA contract total remains $1,063,975.00

The original Contract Sum was:	$	12,019,954.00
The net change by previously authorized Change Orders	$	(5,190,326.11)
The Contract Sum prior to this Change Order was:	$	6,829,627.89
The Contract Sum will be increased by this Change Order in the amount of:	$	1,204,745.48
The new Contract Sum including this Change Order will be:	$	8,034,373.37

The Contract Time will be Increased/Decreased by zero (0) days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Jensen Underground Utilities Inc., Contractor *(Signature)*

Ted Tryka, District Engineer *(Signature)*

Nick Casalanguida, Chair *(Signature)*

JENSEN

UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109
PHONE: 239-597-0060 FAX: 239-597-0061

CERTIFIED UNDERGROUND UTILITY: CU C044996 **FIRE SPRINKLER CONTRACTOR V: 117961000192**

ESTIMATE

NO. 26888
DATE: 7/30/26
SHEET NO. 1 of 3

PROPOSAL SUBMITTED TO:

NAME Peninsula Engineering
STREET 2600 Golden Gate Parkway, Suite 200
CITY Naples
STATE FL
PHONE 403-6875 **FAX:** 262-8017

WORK TO BE PERFORMED AT:

Brightshore Village
STREET Immokalee Road
CITY Naples
DATE OF PLANS REV 9 6/1/2026
ENGINEER Peninsula Engineering

REV 9

DRAINAGE ADDS:				
48	LF	48" RCP STORM SEWER	304.00	$14,592.00
152	LF	36" RCP STORM SEWER	194.00	$29,488.00
136	LF	24" RCP STORM SEWER	109.00	$14,824.00
8	LF	15" RCP STORM SEWER	67.00	$536.00
100	LF	12" PVC/HP SECONDARY DRAINAGE PIF	54.00	$5,400.00
6	EA	TYPE 9 CURB INLET	8,237.00	$49,422.00
2	EA	YARD DRAIN	1,750.00	$3,500.00
2	EA	36" FLARED END	9,349.00	$18,698.00
3	EA	18" PLUG END	300.00	$900.00
2	EA	CONTROL STRUCTURE TYPE "D"	8,151.00	$16,302.00
2	EA	BUBBLE UP OUTFALL STRUCTURE - (MODIFIED TYPE "D" W/ SIDE INLETS)	8,151.00	$16,302.00
		SUBTOTAL:		**$169,964.00**
DRAINAGE DELETES:				
-21	LF	54" RCP STORM SEWER	374.00	-$7,854.00
-196	LF	30" RCP STORM SEWER	150.00	-$29,400.00
-10	LF	18" RCP STORM SEWER	81.00	-$810.00
-4	EA	GRATE INLET	5,957.00	-$23,828.00
-4	EA	DITCH BOTTOM INLET TYPE "D"	5,157.00	-$20,628.00
-1	EA	30" FLARED END	8,625.00	-$8,625.00
		SUBTOTAL:		**-$91,145.00**
SEWER ADDS:				
5	EA	8" 11 1/4 BEND	1,283.00	$6,415.00
		SUBTOTAL:		**$6,415.00**
WATER ADDS:				
1	LS	SADDLE CHANGE FROM S. S. TO BRASS	18,725.48	$18,725.48
1	EA	12" GATE VALVE	5,050.00	$5,050.00
1	EA	TEMPORARY BLOW-OFF - 12"	7,450.00	$7,450.00
		SUBTOTAL:		**$31,225.48**
WATER DELETES:				
-1	EA	8" GATE VALVE	2,970.00	-$2,970.00
-1	EA	TEMPORARY BLOW-OFF - 8"	4,720.00	-$4,720.00
		SUBTOTAL:		**-$7,690.00**
IRRIGATION ADDS:				
1	EA	16" X 10" MASTER METER ASSEMBLY	168,937.00	$168,937.00
1	EA	IRRIGATION BOOSTER PUMP	557,179.00	$557,179.00

JENSEN

UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109
PHONE: 239-597-0060 FAX: 239-597-0061

CERTIFIED UNDERGROUND UTILITY: CU C044996 **FIRE SPRINKLER CONTRACTOR V: 117961000192**

ESTIMATE

NO. 26888
DATE: 7/30/26
SHEET NO. 2 of 3

PROPOSAL SUBMITTED TO:

NAME Peninsula Engineering
STREET 2600 Golden Gate Parkway, Suite 200
CITY Naples
STATE FL
PHONE 403-6875 **FAX:** 262-8017

WORK TO BE PERFORMED AT:

Brightshore Village
STREET Immokalee Road
CITY Naples
DATE OF PLANS REV 9 6/1/2026
ENGINEER Peninsula Engineering

IRRIGATION ADDS CONTINUED:

420	LF	24" PVC IRRIGATION MAIN (C900,DR18)	297.00	$124,740.00
3640	LF	18" PVC IRRIGATION MAIN (C900,DR18)	194.00	$706,160.00
1140	LF	16" PVC IRRIGATION MAIN (C900,DR18)	176.00	$200,640.00
2240	LF	10" PVC IRRIGATION MAIN (C900,DR18)	77.00	$172,480.00
2820	LF	4" PVC IRRIGATION MAIN (C900,DR18)	34.00	$95,880.00
4	EA	18" GATE VALVE	13,645.00	$54,580.00
2	EA	16" GATE VALVE	9,500.00	$19,000.00
3	EA	10" GATE VALVE	4,300.00	$12,900.00
14	EA	4" GATE VALVE	1,840.00	$25,760.00
1	EA	TEMPORARY BLOW-OFF - 10"	6,450.00	$6,450.00
1	LS	POLY WRAP & TRACER WIRE	9,020.00	$9,020.00
		SUBTOTAL:		**$2,153,726.00**

IRRIGATION DELETES:

-6880	LF	12" PVC IRRIGATION MAIN (C900,DR18)	95.00	-$653,600.00
-1540	LF	8" PVC IRRIGATION MAIN (C900,DR18)	75.00	-$115,500.00
-134	LF	6" PVC IRRIGATION MAIN (C900,DR18)	45.00	-$6,030.00
-21	EA	12" GATE VALVE	5,050.00	-$106,050.00
-1	EA	8" GATE VALVE	2,970.00	-$2,970.00
-1	EA	6" GATE VALVE	2,100.00	-$2,100.00
-21	EA	AIR RELEASE VALVE	5,050.00	-$106,050.00
-13	EA	2" SINGLE IRRIGATION SERVICE(COMPl	3,250.00	-$42,250.00
-2	EA	TEMPORARY BLOW-OFF - 8"	4,720.00	-$9,440.00
-2	EA	TEMPORARY BLOW-OFF - 6"	3,640.00	-$7,280.00
-2	EA	TEMPORARY BLOW-OFF - 4"	3,240.00	-$6,480.00
		SUBTOTAL:		**-$1,057,750.00**

TOTAL CHANGE ORDER COST **$1,204,745.48**

JENSEN

UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109

PHONE: 239-597-0060 FAX: 239-597-0061

CERTIFIED UNDERGROUND UTILITY: CU C044996 **FIRE SPRINKLER CONTRACTOR V: 117961000192**

ESTIMATE

NO. 26888

DATE: 7/30/26

SHEET NO. 3 of 3

PROPOSAL SUBMITTED TO:

NAME Peninsula Engineering

STREET 2600 Golden Gate Parkway, Suite 200

CITY Naples

STATE FL

PHONE 403-6875 **FAX:** 262-8017

WORK TO BE PERFORMED AT:

Brightshore Village

STREET Immokalee Road

CITY Naples

DATE OF PLANS REV 9 6/1/2026

ENGINEER Peninsula Engineering

EXCLUSIONS:

1) **NOT RESPONSIBLE FOR PRIVATE UTILITIES NOT LOCATED BY THE RESPECTIVE OWNER.**
2) **THERE WILL BE AN ADDITIONAL CHARGE TO EXTRACT ROCK AND REMOVE ROCK FROM PROJECT SITE.**
3) **NO UNSUITABLE MATERIAL REMOVAL OR REPLACEMENT WITH ACCEPTABLE MATERIAL.**
4) **NO LAYOUT OR CERTIFIED AS-BUILTS.**
5) **NO DENSITY TESTING COST.**
6) **NO CONNECTION, INSPECTION, PERMITS OR IMPACT FEES.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work. Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over the contract amount. Owner agrees to accept current insurance in place by Contractor @ time of bid. Owner agrees to bear any cost for changes or alterations in insurance coverage. This proposal may be withdrawn by us if not accepted within 10 days. Payments to be made as follows: As work progresses, payment due within thirty (30) days of billing.

Respectfully submitted: Kelly Edwards

JENSEN UNDERGROUND UTILITIES, INC.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to perform the work.

Date _____ **Signature** _____

Brightshore
Community Development District

Construction Matters

Consideration of Irrigation Easement
from Hogan Farms to the CDD

This instrument was prepared by:	(This space reserved for Clerk)
Alyssa Willson, Esq. Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301	

NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT
(Irrigation)

THIS NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT is made this _____ day of _____, 2026, by and between:

Hogan Farms, LLC, a Florida limited liability company, whose address is 2600 Golden Gate Parkway, Naples, Florida 34102 ("**Landowner**"); and

Brightshore Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 ("**District**").

Recitals

WHEREAS, the District was established 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 plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, the Landowner desires to formally grant to, and/or clarify the terms of, the utility easements over the properties more particularly described herein for the purposes of the District operating and maintaining the irrigation system; and

WHEREAS, Landowner grants to the District a perpetual easement over the Easement Areas as defined herein, and Landowner is agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement.

2. GRANT OF NON-EXCLUSIVE EASEMENT. Landowner hereby grants to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Landowner's interest, if any - ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within **the South 40 feet of Tract "FD-3" Brightshore Village as recorded in Plat Book 78, Pages 1-24, of the Official Records of Collier County, Florida**

3. INCONSISTENT USE. Landowner agrees and covenant that it shall not grant or exercise any rights in the property inconsistent with, or which interfere with, the rights herein accorded to District. Landowner shall be free to make any use of the property which is consistent with District's intended use.

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

5. MODIFICATION; WAIVER. No modification or amendment of this Utility Easement may be made except by written agreement between the parties. No failure by any person or entity now or hereafter bound by this Utility Easement to insist upon the strict performance of any covenant, duty, agreement or condition of this Utility Easement, or to exercise any right or remedy upon a breach of this Utility Easement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. Any person or entity now or hereafter bound by any provision of this Utility Easement may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto; provided, however, that such waiver must be affected by a written instrument signed by the waiving party.

6. ATTORNEYS' FEES. In the event that either party seeks to enforce this Utility Easement 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.

7. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Utility Easement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To District:	Brightshore Community Development District 3501 Quadrangle Boulevard, Suite 270 Orlando, Florida 32817 Attn: District Manager
With a copy to:	Kutak Rock, LLP 107 West College Ave Tallahassee, Florida 32301 Attn: District Counsel
To Landowner:	Hogan Farms, LLC 2600 Golden Gate Parkway Naples, Florida 34102 Attn: _____

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 District and counsel for Landowner may deliver Notice on behalf of District and Landowner.

8. THIRD PARTIES. This Utility Easement is solely for the benefit of the formal parties hereto, 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 Utility Easement. Nothing in this Utility Easement, 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 Utility Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Utility Easement against any interfering third party. Nothing contained in this Utility Easement shall limit or impair the District's right to protect its rights from interference by a third party.

9. CONTROLLING LAW. This Utility Easement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

10. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Utility Easement are public records and are to be treated as such in accordance with Florida law.

11. BINDING EFFECT. This Utility Easement and all of the provisions of this Utility Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees

in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.

12. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Utility Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

13. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared to be severable.

14. 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.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Landowner has hereunto set its hand and seal the day and year first above written.

HOGAN FARMS, LLC, a Florida limited liability company

_____
Witness Name: _____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Witness Name: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2026, by _____, as _____ of Hogan Farms, LLC, for and on behalf of said entity. He/She [__] is personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

IN WITNESS WHEREOF, the District has hereunto set its hand and seal the day and year first above written.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____	_____
Witness Name: _____	Nick Casalanguida
Address: _____	Chairperson, Board of Supervisors
_____	
_____	
Witness Name: _____	
Address: _____	
_____	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of the Brightshore Community Development District, a special-purpose unit of local government, for and on behalf of said entity. He [__] is personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Brightshore
Community Development District

Construction Matters

Consideration of Collier County Utility Agreement Amendment #2

Prepared By:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
(239) 435-3535

SECOND AMENDMENT TO AGREEMENT TO PROVIDE POTABLE WATER, WASTEWATER AND IRRIGATION WATER UTILITY SERVICES

This Second Amendment to Agreement to Provide Potable Water, Wastewater and Irrigation Water Utility Services ("Amendment") is dated for reference purposes as of the _____ day of _____, 2026 and is entered into by and between the Board of County Commissioners of Collier County, Florida, acting ex-officio as the Governing Board of the Collier County Water-Sewer District (hereinafter referred to as the "CCWSD"), Hogan Farms, LLC, a Florida limited liability company (hereinafter referred to as "Landowner") and the Brightshore Community Development District, a special purpose unit of local government established under Chapter 190, Florida Statutes (the "CDD").

RECITALS:

WHEREAS, the CCWSD provides water, wastewater and irrigation water service (collectively known as "utility services"), in an economical and environmentally beneficial manner to much of the unincorporated area of Collier County; and

WHEREAS, CCWSD and Landowner entered into that certain Agreement to Provide Potable Water, Waste water and Irrigation Water Utility Services dated December 13, 2022 and recorded in O. R. Book 6204, page 1721, as amended by Amendment dated July 8, 2025 and recorded in O.R. Book 6490, page 288 and as partially assigned by Landowner to the CCD by Partial Assignment of Landowner's Obligations and Agreement to Provide Potable Water Waste water and Irrigation Water Utility Services dated on or about May 22, 2026 and recorded in O.R. Book 6621, page 3414 all of the Public records of Collier County, Florida, (collectively, the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement as follows:

NOW, THEREFORE, the CCWSD, Landowner and the CDD hereby amend the Agreement as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement

2. Paragraph 12 of the Agreement is hereby amended and restated in its entirety, as follows:

12. The CDD will cause to be installed (at the CDD's expense) one (1) master meter at or near the Point of Connection, for the purpose of metering all IQ water delivered to the Brightshore SRA development, and will bill the CDD (based on total IQ water consumed by the Brightshore SRA development) at the CCWSD Board approved IQ rates for the IQ service provided, regardless of the CCWSD's water source(s). The CDD shall pay for the cost of installing any "downstream" sub-meters desired by the CDD to enable the CDD to sub-meter residential neighborhoods and commercial tracts within the Brightshore SRA development (subject to the right of the CDD to require reimbursement, cost-sharing (or direct paying of costs) from the owner of the applicable tract (or property owner's association established to govern such tract), with respect to sub-meters installed within the residential or commercial portions of the Brightshore SRA development).

3. Except as modified by this Amendment, the Agreement, as amended hereby, remains in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

4. This Amendment shall be recorded in the Public Records of Collier County. The County shall be responsible for recording the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ATTEST:
Crystal K. Kinzel, Clerk of Courts

By:_____
Print Name: _____
Deputy Clerk
(attesting to Chairman's signature only)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Dan Kowal, Chairman

Approved as to form and
legal sufficiency:

_____
Jeffrey A. Klatzkow, County Attorney

{signatures continued on next page}

Witnesses:

HOGAN FARMS, LLC
By: Barron Collier Corporation
Its: Manager

By: _____
Brian Goguen, Vice President

_____
Print Name:_____
Address:_____
_____

_____
Print Name:_____
Address:_____
_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ____ by online notary on this _____ day of _____, 2026, by Brian Goguen, as Vice President of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farmsm, LLC, a Florida limited liability, on behalf of the corporation and company. He is personally known to me.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____
Print Name:_____
Address:_____
_____

By: _____
Nick Casalanguida, Chairperson

_____
Print Name:_____
Address:_____
_____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ____ by online notary on this _____ day of _____, 2026, by Nick Casalanguida, as Chairperson of Brightshore Community Development District, a special purpose unit of local government established under Chapter 190, Florida Statutes, on behalf of the district. He is personally known to me.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)

Brightshore
Community Development District

Construction Matters

Consideration of Construction
and Escrow Agreement

FIRST AMENDMENT TO MASTER HOA CONSTRUCTION AND ESCROW AGREEMENT

[BRIGHTSHORE AMENITY]

This First Amendment to Master HOA Construction and Escrow Agreement ("**Agreement**") is made effective as of this _____ day of _____, 2026 ("**Effective Date**"), by and between Taylor Morrison of Florida, Inc., a Florida corporation ("**Taylor Morrison**"), Toll Bros., Inc., a Pennsylvania corporation ("**Toll**"), Pulte Home Company, LLC, a Florida limited liability company ("**Pulte**"), M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company ("**M/I Homes**"), CAH - Horizon at Brightshore, LLC, a Florida limited liability company ("**CAH**"), Brightshore Master Property Owners' Association, Inc., a Florida not-for-profit corporation ("**Association**"), and Brightshore Community Development District ("**CDD**") and Brightshore Management, LLC, a Florida limited liability company ("**Declarant**") (hereinafter, Taylor Morrison, Toll, Pulte and CAH may each be referred to herein as a "**Builder**" and collectively the "Builders", as the context permits; the Builders, Association and CDD may be referred to herein collectively as the "**Parties**" and individually as a "**Party**" as the context permits). This Agreement is joined by Coleman, Yovanovich & Koester, P.A. ("**Escrow Agent**" or "**CYK**") for purposes of evidencing Escrow Agents agreement to serve as the escrow agent hereunder, subject to the terms and conditions of this Agreement.

WHEREAS, the Parties entered into that certain Master HOA Construction and Escrow Agreement dated February 16, 2026, as assigned (the "**Agreement**"); and

WHEREAS, Section 2 of the Agreement provides that, upon Declarant's request, each Builder will execute an amendment to the Agreement prior to or in conjunction with the closing to effectuate an adjustment to the Closing Contribution payments (conditioned only upon a commensurate adjustment being made to the Closing Payment due from each Builder under each Builder's respective Builder PSA);

WHEREAS, concurrently herewith and in conjunction with closing under each Builder's respective Builder PSA, each Builder is entering into a Park Impact Fee Agreement with the Declarant, Association and CYK (each, a "**Park Impact Fee Agreement**" and collectively the "**Park Impact Fee Agreements**"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals; Definitions. The above recitals are true and correct and are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Closing Contributions. Section 2 of the Agreement is hereby amended to change the Closing Contributions for each Builder as follows:

a.	Taylor Morrison	$2,760,120.00
b.	Toll	$5,557,860.00
c.	Pulte	$8,165,520.00
d.	CAH	$3,316,500.00

3. Closing Contribution Payment. The second sentence of Section 2 of the Agreement which reads "Each Closing Contribution payment shall be collected as a separate line-item "buyer" expense on the closing statement for the applicable closing under the applicable Builder PSA," is hereby deleted in its entirety and replaced as follows: "Each Closing Contribution payment shall be delivered by each Builder directly to the Escrow Agent, prior to or concurrently with the Closing under the applicable Builder PSA."

4. Escrow Agent Under Park Impact Fee Agreements. The Parties acknowledge and agree that all payments made by each Builder under the Park Impact Fee Agreements (and prior to the Completion Notice) (the "**Park Impact Fee Payments**") shall be delivered to the Escrow Agent and shall be held, administered, and disbursed as part of the Escrow Funds in accordance with the terms and conditions of the Agreement (as amended hereby). At all times on and after the issuance of the Completion Notice, the Park Impact Fee Payments shall be delivered to, held by and used by the Association in accordance with the Park Impact Fee Agreements.

5. Use of Park Impact Fee Payments. Escrow Agent shall hold all Park Impact Fee Payments received and shall track the receipt and expenditure of all of such funds in a separate ledger and Escrow Agent agrees that all Park Impact Fee Payments received from each Builder (and from all other builders within the Community) will be held by Escrow Agent and only used for (a) reimbursing Declarant for the costs incurred by Declarant in obtaining the agreement of Collier County to charge the Builders the reduced rate, (b) the design, permitting, development and construction of active or passive parks or other amenities within the Community (as defined in the Park Impact Fee Agreements), including the Amenity, and including the reimbursement or repayment of any funds previously or hereafter advanced or spent (whether by the Declarant, the Association or any affiliate thereof) toward such design, permitting, development or construction, (c) the performance of capital repairs and/or capital replacements of park facilities, including the Amenity, within the Community, and/or (d) any other purpose listed in Section 11 of the Agreement and not already listed herein (collectively, the "**Designated Purpose**"). The use of Park Impact Fee Payments for the Designated Purpose shall be made at the sole and absolute discretion of the Declarant.

6. Escrow Funds for Post-Closing CDD Work. The following sentence is hereby added to the end of Section 11(c) of the Agreement: "To the extent any Escrow Funds disbursed to the CDD pursuant to a Post-Closing CDD Work Disbursement Request are not used by the CDD to pay costs and expenses of performing the Post-Closing CDD Work, the CDD shall return such unused Escrow Funds to the Escrow Agent if such return occurs prior to the issuance of the Completion Notice, and to the Association if such return occurs on or after the issuance of the Completion Notice."

7. Builder Email Addresses. The notice provisions of Section 11 of the Agreement are hereby amended to add the following email addresses for the respective Builders (and their counsel), which shall apply wherever notice to the Builders is provided for throughout the Section: josh.grave@pultegroup.com; steven.gust@pultegroup.com; dbarker@deanmead.com; ischmoyer@christopheralanhomes.com; ckane@christopheralanhomes.com; mgrabinski@cyklawfirm.com; ahall@tollbrothers.com; tsmith@tollbrothers.com; legalnotices@tollbrothers.com; swalsh1@tollbrothers.com; ssheppard@taylormorrison.com; skussner@gunster.com; and felgonzalez@taylormorrison.com.

8. Section 15. Section 15 of the Agreement is hereby deleted in its entirety and replaced as follows:

> 15. Binding Effect; Amendments; Assignments. No prior or present agreements or representations regarding the subject matter hereof shall be binding upon any of the Parties unless incorporated in this Agreement. No modification or changes in this Agreement shall be valid or binding upon the Parties unless in writing and executed by all Parties. Notwithstanding the

generality of the foregoing, each Builder (and each successor in interest to a Builder) shall have the right to assign or collaterally assign (on an exclusive or nonexclusive basis) its rights and obligations hereunder to a land bank, to an existing Builder, or to an additional Builder, and in such event, such assignment need only be consented to by the Association and the Declarant.

9. No Other Modifications. Except as expressly modified by this Amendment, the Agreement remains in full force and effect and is unmodified. In the case of any conflicts between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed an original but together shall constitute one agreement. A facsimile or electronic signature shall be deemed to have the effect of an original to the party so delivering such signature.

Signatures appear on the following page(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BRIGHTSHORE MANAGEMENT, LLC,
a Florida limited liability company
By: Barron Collier Management, LLC,
a Florida limited liability company
its: Manager

By:_____
Brian Goguen, Chief Investment Officer

By: _____
Jeff Sonalia, Chief Financial Officer

BRIGHTSHORE MASTER PROPERTY OWNERS' ASSOCIATION, INC.

By:_____
Cee Cee Marinelli, President

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By:_____
Nick Casalanguida, Chairman

ATTESTATION OF DISTRICT MANAGER:

By:_____
_____, District Manager

CAH - HORIZON AT BRIGHTSHORE, LLC,
a Florida limited liability company

By:_____
Print Name:_____
Title:_____

PULTE HOME COMPANY, LLC

By:_____
Print Name:_____
Title:_____

M/I HOMES OF FT. MYERS/NAPLES, LLC

By: _____
Print Name: _____
Title: _____

TOLL BROS., INC.,
a Pennsylvania corporation

By:_____
Print Name:_____
Title:_____

TAYLOR MORRISON OF FLORIDA, INC.

By:_____
Print Name:_____
Title:_____

By:_____
Print Name:_____
Title:_____

COLEMAN, YOVANOVICH & KOESTER, P.A.

By: _____
Matthew L. Grabinski, President

Brightshore
Community Development District

Construction Matters

Consideration of Temporary Access Easement

This instrument prepared by:
Matthew L. Grabinski, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail, North, Suite 300
Naples, FL 34103
239.435.3535

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this _____day of _____, 2026, by Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes ("CDD"), Hogan Farms, LLC, a Florida limited liability company ("Hogan") (together, the "Grantor"), and Pulte Home Company, LLC, a Michigan limited liability company ("Grantee").

RECITALS:

A. The Grantor is the owner of certain real property as described in Exhibit A and as generally depicted in Exhibit B ("Easement Area"), over which Grantee requires a temporary non-exclusive access easement ("Easement") for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and property owned by Grantee and described in Exhibit C, attached hereto (the "Grantee's Property").

B. Grantor is willing to grant the Easement as contemplated above together with access rights for Grantees' employees, agents, contractors and subcontractors to use the Easement Area for pedestrian and vehicular access.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration paid by Grantee, receipt of which by is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above Recitals are true and correct and incorporated herein by reference.

2. **Grant of Temporary Easement**. Grantor hereby conveys, grants, bargains and sells unto Grantee, its employees, agents, contractors, and subcontractors (collectively, the "Grantee Parties"), a non-exclusive temporary access easement over, across, under, through and upon the Easement Area for the purposes of providing temporary pedestrian and vehicular (including construction vehicles) access to and from Immokalee Road and the Grantee's Property. Grantee shall use (and shall instruct all of the Grantee Parties to use) the Easement Area to gain access to the Grantee's Property for construction and development purposes.

3. **Reserved Rights**. The easement rights granted herein are non-exclusive in nature. Grantor reserves unto itself the right to use the Easement Area for any purpose not inconsistent with the rights granted herein to Grantee, and Grantee agrees not to unreasonably interfere with Grantor's use of the Easement Area. Grantor reserves the right to grant additional easements and

licenses as it may reasonably deem necessary, over, upon, under, across, and through the Easement Area, provided such easements and licenses do not unreasonably interfere with Grantee's use of the Easement Area.

4. **Duty to Restore**. Grantee will restore to its original condition, to the extent reasonably possible, any portion of the Easement Area that is damaged as a result of the use of the Easement Area by the Grantee Parties.

5. **Use Subject to Laws and Permits**. The Easement is conveyed subject to all existing governmental and agency permits, approvals, requirements, and title encumbrances. Grantee hereby agrees to comply with all applicable requirements of such permits and approvals, as well as any future permits and approvals that apply to the Easement during the term of this Agreement. Additionally, the Easement shall be used by Grantor and Grantee in compliance with all applicable federal, state and local governmental statutes, laws, rules, regulations and ordinances, including, but not limited to, compliance with South Florida Water Management District permits for the Brightshore Village SRA

6. **Relocation**. The location of the Easement Area is initially granted over the lands described and depicted on Exhibit A and Exhibit B attached hereto. However, Grantor shall have the unilateral right to relocate the Easement Area at its commercially reasonable discretion and in good faith in connection with its performance of site-work within the vicinity of the Easement Area, provided that the relocation or alteration does not materially interfere with or impair the benefits and use of the Easement. Grantor warrants that, in the event of any such relocation, a stabilized, unpaved route shall be in place and available for use before Grantor directs Grantee to cease using the prior route. Any relocation or alteration of the Easement Area will be documented by a recorded Amendment to this Agreement, which, upon Grantor's request, Grantee shall promptly execute in recordable form to confirm the relocation of the Easement to the relocated Easement Area and the release of the previously encumbered lands from the Easement. All expenses of such relocation or alteration and for the Amendment of this Agreement shall be borne solely by Hogan.

7. **Damage Deposit**. Concurrently, with the execution hereof, Grantee shall pay a deposit (the "Damage Deposit") to the Hogan in the amount of Five Thousand Dollars ($5,000.00) and such deposit shall be held by the Grantor and applied towards the cost of repairing any damage to the roads, infrastructure or other portions of the Brightshore Village caused by any of the Grantee Parties (and regardless of where such damage is located). The Damage Deposit shall not limit Grantee's liability for such damage, and if at any time the Damage Deposit is used to repair damage to Brightshore Village infrastructure for which Grantee is liable, Grantee shall replenish the Deposit by no later than ten (10) days after written demand by the Grantor. Any portion of the Damage Deposit remaining upon completion of construction of the last residential unit in Grantee's Property will be returned to the Grantee.

8. **Automatic Termination of Easement; Duty to Confirm Upon Request**. The Easement is intended to be temporary in nature. Therefore, this Agreement, and all of the rights granted hereunder shall automatically terminate at such time as construction of the last residential unit within the Grantee's Property has been completed (as evidenced by the issuance of a certificate

of occupancy). Notwithstanding the automatic termination of this Agreement, upon the request of Grantor, Grantee shall promptly execute, in recordable form, an instrument confirming that this Agreement and the Easement granted hereby have terminated.

9. **Insurance**. Prior to accessing the Easement Area, Grantee shall provide Grantor with written evidence that Grantee, for itself and for each of the Grantee Parties accessing the Property, has general commercial liability insurance coverage of not less than $1,000,000 per occurrence/$2,000,000 in the aggregate, naming Grantor as an additional insured on such policy. Grantee agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims including, but not limited to, legal fees and expenses, to the extent such damages, losses or claims are attributable to the actions, omissions or negligence in the use of the Easement by Grantee or the Grantee Parties.

10. **Authorization**. By execution below, the undersigned represent that they have been duly authorized by the appropriated body or official of the respective entity to execute this Agreement, and that the respective parties have complied with all requirements of the law, and have full power and authority to comply with the terms and provisions of the Agreement.

11. **Covenant Running with the Land**. The rights and obligations contained herein shall inure to the benefit of the parties herein and shall run with title to the Easement Area and Grantee's Property, and the parties' respective successors in title.

12. **Miscellaneous**. This Agreement shall be governed by the laws of the State of Florida. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid and unenforceable, the remainder of this Agreement and the application thereof, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

[*Signatures on following page(s)*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be executed the date and year first above written.

Signed, sealed and delivered
In the presence of:

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

GRANTOR:

BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 190,
located in Collier County, FL

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By:_____
_____, District Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL, who is signing on behalf of the District and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTOR:

Hogan Farms, LLC,
a Florida limited liability company

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

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by Brian Goguen and Jeff Sonalia, each as Vice President, respectively, of Barron Collier Corporation, a Florida corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, on behalf of the company, and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

GRANTEE:

Pulte Home Company, LLC,
a Michigan limited liability company

By: _____
Print Name: _____
Title: _____

_____
Witness #1

_____
Printed Name of Witness #1
Address:_____
_____

_____
Witness #2

_____
Printed Name of Witness #2
Address:_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me ___ in person or ____ by online notarization on this _____ day of _____, 2026, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, who is signing on behalf of the company and (__) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

_____
Notary Public
My Commission Expires:
Printed Name:

Exhibit “A”
Easement Area

Portions of Tracts C-3, C-4, C-5, D-3, FD-3, L-1, R-3, and R-5, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Exhibit “B”
General Depiction of Easement Area

[*See attached page(s)*]

Exhibit “C”
Grantee’s Property

Tract FD-8, BRIGHTSHORE VILLAGE, according to the plat thereof as recorded in Plat Book 78, Pages 1 through 24, inclusive, of the Public Records of Collier County, Florida.

Brightshore
Community Development District

Construction Matters

Discussion of Updates on Construction Projects

Brightshore
Community Development District

Financing Matters

Ratification of Purchase Requisition Form
with Heritage Landscape Supply

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Keith Lamb

ADDRESS: 300 Central Park Drive, Sanford, FL 32771

TELEPHONE NUMBER: 407-995-9095

2. Manufacturer or brand, model or specification number of the item. **See Exhibit "A" Purchase Order**
3. Quantity needed as estimated by CONTRACTOR. **See Exhibit "A" Purchase Order**
4. The price quoted by the supplier for the construction materials identified above. **See Exhibit "A" Purchase Order**
5. The sales tax associated with the price quote. $ **0**
6. Shipping and handling insurance cost. **See attached**
7. Delivery dates as established by Contractor. **Delivery will be coordinated as Materials are needed onsite.**

Heritage Landscape Supply

By: Keith Lamb

Its: HLS Territory Manager

Date: August 3, 2026

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By: Nick Casalanguida

Its: Chairperson

Date: AUGUST 10, 2026

PURCHASE ORDER

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

	"Owner"		**"Seller"**
Owner:	Brightshore Community Development District	Seller:	Heritage Landscape Supply
Address:	3501 Quadrangle Boulevard, Suite 270 Orlando, FL 32817	Address:	300 Central Park Drive, Sanford, FL 32771
Phone:	(407) 723-5900	Phone:	407-995-9095

"Project"

Project Name:	Brightshore Community Development District Utility and Drainage Construction Project	Contract Date:	March 2, 2026
Project Address:	20927 Immokalee Road Naples FL 34142		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A.**
Schedule – The Goods shall be delivered is multiple shipments based on material need. Ferguson to work directly with the CDD and the CDD's Contractor on delivery schedule.
Price – $ 452,208.00

Certificate of Exemption # 85-8019089570C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
Owner
By:
Name: Nick Casalanguida
Title: Chairperson
Date Executed: August 10, 2026

Heritage Landscape Supply
Seller
By:
Name: Keith Lamb
Title: HLS Territory Manager
Date Executed: August 3, 2026

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

Brightshore
Community Development District

Financing Matters

Ratification of Requisition Nos. 10 & 11

FORM OF REQUISITION FOR SERIES 2026 PROJECT

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

(A) Requisition Number: 10

(B) Name of Payees: Quality Precast Solutions
Foley Products Company
Ferguson US Holdings, Inc.
Peninsula Improvement Corporation
Hogan Farms LLC

(C) Amount Payable: $456,092.98 Broken Down as follows:

Check payable to:	Number of Invoices	Invoive Date Range	Invoice Date	CDD Amt. Due
QUALITY PRECAST SOLUTIONS LLC	7	07/14/2026 to 07/24/2026		$52,022.53
FOLEY PRODUCTS COMPANY	20	7/16/2026 to 07/28/2026		$151,735.00
FERGUSON US HOLDINGS INC	5	7/14/2026 to 07/16/2026		$233,421.24
			SUBTOTAL:	**$437,178.77**

Check payable to: (Separate Checks)		Invoice Number	Invoice Date	CDD Amt. Due
PENINSULA ENGINEERING		ENG-0004429/CDD	6/26/2026	$18,793.38
HOGAN FARMS LLC		INV00024	6/30/2026	$120.83
			SUBTOTAL:	**$18,914.21**

REQ. #10 TOTAL:	**$456,092.98**

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

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD 2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

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

OR

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

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

(Rest of Page left intentionally blank)

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

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

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer
Requisition No.: 10

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

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

_____
Consulting Engineer
Requisition No.: 10

FORM OF REQUISITION FOR SERIES 2026 PROJECT

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

(A) Requisition Number: 11

(B) Name of Payees: Quality Precast Solutions
Foley Products Company
Ferguson US Holdings, Inc.
Peninsula Improvement Corporation
Hogan Farms LLC

(C) Amount Payable: $361,895.25 Broken Down as follows:

Check payable to:	Number of Invoices	Invoive Date Range	Invoice Date	CDD Amt. Due
QUALITY PRECAST SOLUTIONS LLC	2	08/03/2026 to 08/06/2026		$ 15,509.40
FOLEY PRODUCTS COMPANY	34	07/29/2026 to 08/11/2026		$ 245,848.64
FERGUSON US HOLDINGS INC	3	07/14/2026 to 08/06/2026		$ 76,154.80
			SUBTOTAL:	$ 337,512.84

Check payable to: (Separate Checks)		Invoice Number	Invoice Date	CDD Amt. Due
PENINSULA IMPROVEMENT CORP		GC-0004453	7/17/2026	$ 22,157.28
HOGAN FARMS LLC		INV00025	7/31/2026	$ 94.50
PENINSULA IMPROVEMENT CORP		INV06663	7/31/2026	$ 2,130.63
			SUBTOTAL:	$ 24,382.41

REQ. #11 TOTAL:	$ 361,895.25

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

(E) Fund or Account and subaccount, if any, from which disbursement to be made: 299303005 Brightshore CDD 2026 Acquisition & Construction Fund

The undersigned hereby certifies that:

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

OR

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

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

(Rest of Page left intentionally blank)

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

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

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer
Requisition No.: 11

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

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

_____
Consulting Engineer
Requisition No.: 11

Brightshore
Community Development District

Financing Matters

Review and Acceptance of July Monthly Financials

Brightshore CDD

July 2026 Financial Report

July 31, 2026

PFM Management Services LLC
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817
Tel: 407-723-5900

Brightshore CDD
Statement of Financial Position
As of 7/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Assets					
Current Assets					
General Checking Account	$ 72,259.09				$ 72,259.09
Due From Other Funds	35,261.87				35,261.87
Dividends Receivable		$ 11,802.81			11,802.81
Series 2026 Debt Service Reserve		1,176,841.25			1,176,841.25
Series 2026 Revenue		52.43			52.43
Series 2026 Capitalized Interest		2,798,182.64			2,798,182.64
Dividends Receivable			$ 56,132.63		56,132.63
Series 2026 Acquisition/Construction			18,217,932.23		18,217,932.23
Series 2026 Cost of Issuance Bond			4,747.68		4,747.68
Total Current Assets	$ 107,520.96	$ 3,986,879.13	$ 18,278,812.54	$ -	$ 22,373,212.63
Investments					
Amount Available in Debt Service Funds				$ 3,975,076.32	$ 3,975,076.32
Amount To Be Provided				30,484,923.68	30,484,923.68
Total Investments	$ -	$ -	$ -	$ 34,460,000.00	$ 34,460,000.00
Total Assets	$ 107,520.96	$ 3,986,879.13	$ 18,278,812.54	$ 34,460,000.00	$ 56,833,212.63
Liabilities and Net Assets					
Current Liabilities					
Deferred Revenue	$ 396.00				$ 396.00
Retainage Payable			$ 18,061.11		18,061.11
Due To Other Funds			35,261.87		35,261.87
Total Current Liabilities	$ 396.00	$ -	$ 53,322.98	$ -	$ 53,718.98
Long Term Liabilities					
Revenue Bonds Payable - Long-Term				$ 34,460,000.00	$ 34,460,000.00
Total Long Term Liabilities	$ -	$ -	$ -	$ 34,460,000.00	$ 34,460,000.00
Total Liabilities	$ 396.00	$ -	$ 53,322.98	$ 34,460,000.00	$ 34,513,718.98
Net Assets					
Net Assets - General Government	$ 39,075.94				$ 39,075.94
Current Year Net Assets - General Government	68,049.02				68,049.02
Current Year Net Assets, Unrestricted		$ 3,986,879.13			3,986,879.13
Net Assets, Unrestricted			$ 9,608.45		9,608.45
Current Year Net Assets, Unrestricted			18,215,881.11		18,215,881.11
Total Net Assets	$ 107,124.96	$ 3,986,879.13	$ 18,225,489.56	$ -	$ 22,319,493.65
Total Liabilities and Net Assets	$ 107,520.96	$ 3,986,879.13	$ 18,278,812.54	$ 34,460,000.00	$ 56,833,212.63

Brightshore CDD
Statement of Activities
As of 7/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Revenues					
Developer Contributions	$ 151,475.00				$ 151,475.00
Inter-Fund Group Transfers In	29.57	$ 52,052.22			52,081.79
Debt Proceeds		4,940,505.92			4,940,505.92
Inter-Fund Transfers In			$ (52,081.79)		(52,081.79)
Debt Proceeds			29,519,494.08		29,519,494.08
Total Revenues	$ 151,504.57	$ 4,992,558.14	$ 29,467,412.29	$ -	$ 34,611,475.00
Expenses					
Public Officials Liability Insurance	$ 3,032.00				$ 3,032.00
Management	37,250.00				37,250.00
Engineering	10,940.00				10,940.00
District Counsel	16,176.80				16,176.80
Assessment Administration	1,250.00				1,250.00
Professional Services, Accounting	5,035.00				5,035.00
Audit	3,700.00				3,700.00
Legal Advertising	1,384.69				1,384.69
Miscellaneous	232.06				232.06
Web Site Maintenance	1,800.00				1,800.00
Dues, Licenses, and Fees	175.00				175.00
General Liability Insurance	2,480.00				2,480.00
Interest Payments - Series 2026		$ 255,054.17			255,054.17
Other Debt Service Costs		806,025.50			806,025.50
Trustee Services			$ 6,750.00		6,750.00
Management			10,000.00		10,000.00
Engineering			35,928.75		35,928.75
District Counsel			73,387.00		73,387.00
Trustee Counsel			6,500.00		6,500.00
Bond Counsel			45,000.00		45,000.00
Assessment Administration			15,000.00		15,000.00
Bank Fees			160.00		160.00
Other Debt Service Costs			2,500.00		2,500.00
Capital Expenditures			11,389,602.80		11,389,602.80
Total Expenses	$ 83,455.55	$ 1,061,079.67	$ 11,584,828.55	$ -	$ 12,729,363.77
Other Revenues (Expenses) & Gains (Losses)					
Dividend Income		$ 55,400.66			$ 55,400.66
Dividend Income			$ 333,297.37		333,297.37
Total Other Revenues (Expenses) & Gains (Losses)	$ -	$ 55,400.66	$ 333,297.37	$ -	$ 388,698.03
Change In Net Assets	$ 68,049.02	$ 3,986,879.13	$ 18,215,881.11	$ -	$ 22,270,809.26
Net Assets At Beginning Of Year	$ 39,075.94	$ -	$ 9,608.45	$ -	$ 48,684.39
Net Assets At End Of Year	$ 107,124.96	$ 3,986,879.13	$ 18,225,489.56	$ -	$ 22,319,493.65

Brightshore CDD
Budget to Actual
For the Month Ending 07/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Revenues					
Developer Contributions	$ 151,475.00	$ 126,229.17	$ 25,245.83	$ 151,475.00	100.00%
Net Revenues	**$ 151,475.00**	**$ 126,229.17**	**$ 25,245.83**	**$ 151,475.00**	**100.00%**
General & Administrative Expenses					
Public Officials' Liability Insurance	$ 3,032.00	$ 2,916.67	$ 115.33	$ 3,500.00	86.63%
Management	37,250.00	35,000.00	2,250.00	42,000.00	88.69%
Engineering	10,940.00	16,666.67	(5,726.67)	20,000.00	54.70%
District Counsel	16,176.80	33,333.33	(17,156.53)	40,000.00	40.44%
Assessment Administration	1,250.00	15,416.67	(14,166.67)	18,500.00	6.76%
Professional Services, Accounting	5,035.00	5,000.00	35.00	6,000.00	83.92%
Audit	3,700.00	5,833.33	(2,133.33)	7,000.00	52.86%
Legal Advertising	1,384.69	6,250.00	(4,865.31)	7,500.00	18.46%
Miscellaneous	232.06	416.67	(184.61)	500.00	46.41%
Web Site Maintenance	1,800.00	2,500.00	(700.00)	3,000.00	60.00%
Dues, Licenses, and Fees	175.00	145.83	29.17	175.00	100.00%
General Insurance	2,480.00	2,750.00	(270.00)	3,300.00	75.15%
Total General & Administrative Expenses	**$ 83,455.55**	**$ 126,229.17**	**$ (42,773.62)**	**$ 151,475.00**	**55.10%**
Total Expenses	**$ 83,455.55**	**$ 126,229.17**	**$ (42,773.62)**	**$ 151,475.00**	**55.10%**
Income (Loss) from Operations	**$ 68,019.45**	**$ -**	**$ 68,019.45**	**$ -**	
Other Income (Expense)					
Interest Income	$ -	$ -	$ -	$ -	
Total Other Income (Expense)	**$ -**	**$ -**	**$ -**	**$ -**	
Net Income (Loss)	**$ 68,019.45**	**$ -**	**$ 68,019.45**	**$ -**	