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, October 12, 2026, at 2:00 p.m. at** Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105. The agenda is as follows:

Call in number: 1-872-242-9410 Passcode: 238722038#

Join online: https://teams.microsoft.com/meet/269556493832058?p=LDXcq779ss9EtO2gLH

BOARD OF SUPERVISORS' MEETING AGENDA

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

2. **Public Comment Period**

3. **General District Items**

   A. Proof of Publication — Exhibit 1

4. **Organizational Matters**

   A. Board of Supervisors September 14, 2026, Meeting Minutes — Exhibit 2

5. **Administrative Matters**

   A. Consideration of Fiscal Year 2026 Audit Engagement Letter — Exhibit 3
   B. Ratification of Fiscal Year 2027 Insurance Policy — Exhibit 4
   C. Ratification of Major User Agreement with Collier County For Irrigation IQ Water — Exhibit 5

6. **Budgetary Matters**

   A. Ratification of Assignment of True-Up Agreements — Exhibit 6
      - Toll Brothers
      - Pulte Homes
   B. Ratification of Fiscal Year 2027 Builder Funding Agreements — Exhibit 7
      - Toll Brothers
      - Pulte Homes

7. **Construction Matters**

   A. Consideration of Change Order #3 with SFE Earthwork & Paving Contract for Propeller Subscription and Clay Removal — Exhibit 8

pfm

B. Consideration of Change Order #4 with SFE Earthwork & Paving Contract for Fill Reconciliation — Exhibit 9
C. Ratification of Construction Escrow Agreement — Exhibit 10
D. Ratification of Collier County Utility Agreement — Exhibit 11
E. Ratification of Temporary Access Easement Agreements — Exhibit 12
   - Toll Brothers
   - Pulte Homes
F. Ratification of Assignment and Assumption of Utility Fees — Exhibit 13
   - Christopher Alan Homes
   - Pulte Homes
   - Taylor Morrison
   - Toll Brothers
G. Discussion of Updates on Construction Projects — Exhibit 14

8. Financing Matters

A. Ratification of Requisition Nos. 12 – 14 — Exhibit 15
B. Review and Acceptance of August Monthly Financials — Exhibit 16

Other Business

A. Staff Reports:
   - District Manager
     - **i.** Designating Public Records Custodian — Exhibit 17
   - District Counsel
   - District Engineer

9. Board Members' Comments/ Requests

10. Public Comments

11. Adjournment

Brightshore
Community Development District

General District Items

Proof of Publication

Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Stephanie Martinez-Gonzalez, who on oath says that he or she is a
Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, Brightshore CDD Notice of General Meeting was published on the publicly accessible website https://notices.collierclerk.com as designated by Collier County, Florida on 10/06/2026 until 10/07/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.

By: SM DC
(Affiant Signature)

Stephanie Martinez
(Affiant Printed Name)
Sworn to and subscribed before me this 10/07/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller

Jennifer Hansen IV
(Deputy Clerk Signature)

Jennifer Hansen 10/7/26
(Deputy Clerk Printed Name) Date

BRIGHTSHORE COMMUNITY DEVELOMENT DISTRICT
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING

Notice is hereby given that the Board of Supervisors (the "Board") of the Brightshore Community Development District will hold a regular meeting of the Board on Monday, October 12, 2026, at 2:00 p.m. at the offices of Barron Collier Companies, 2600 Golden Gate Parkway, Naples, FL 34105.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 707 Orchid Drive, Suite 100, Naples, Florida 34102, during normal business hours.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Management Company, PFM Management Services, Inc. at (407) 723-5900, at least forty-eight (48) hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 for aid in contacting the District Office.

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

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

District Manager
www.brightshorecdd.com

Brightshore
Community Development District

Organizational Matters

Board of Supervisors September 14, 2026, Meeting Minutes

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

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Monday, September 14, 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	(via phone)
Amanda Maurizi	Assistant Secretary	
Ramona Stockman	Assistant Secretary	
David Hurst	Assistant Secretary	

Also present were:

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

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 2:03 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.

THIRD ORDER OF BUSINESS **Organizational Matters**

Board of Supervisors August 10, 2026, Meeting Minutes – Exhibit 2

The Board reviewed the minutes.

ON MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the Board approved August 10, 2026, Board of Supervisors Meeting Minutes.

Consideration of Resolution 2026-10, Designating Officers Of The District – Exhibit 3

Ms. Carvalho noted that this resolution designates officers to process financial statements and sign checks.

ON MOTION by Ms. Maurizi, seconded by Mr. Hurst, with all in favor, the Board approved Resolution 2026-10, Designating Officers of the District.

FOURTH ORDER OF BUSINESS **Administrative Matters**

Consideration of Resolution 2026-11, Setting a Regular Meeting Schedule for Fiscal Year 2026-2027 – Exhibit 4

The Board reviewed the meeting schedule.

ON MOTION by Ms. Stockman, seconded by Ms. Maurizi, with all in favor, the Board approved Resolution 2026-11, Setting a Regular Meeting Schedule for Fiscal Year 2026-2027, meeting on the second Monday of each month at 2:00 p.m. at Barron Collier Companies Offices, 2600 Golden Gate Parkway, Naples, FL 34105.

Consideration of Resolution 2026-12, Adopting Goals, Objectives and Performance Measures and Standards – Exhibit 5

The Board reviewed the Goals, Objectives and Performance Measures and Standards.

Mr. Weyer asked if this follows the same goals as last year. Ms. Carvalho confirmed these goals align with the same goals as last year.

ON MOTION by Ms. Maurizi, seconded by Stockman, with all in favor, the Board approved Resolution 2026-12, Adopting Goals, Objectives and Performance Measures and Standards.

Consideration of Major User Agreement with Collier County for Irrigation IQ Water – Exhibit 6

Ms. Wilson gave an overview of the updates of the agreement.

Mr. Hurst questioned if there was anything the District should be concerned about compared to individual users.

There was brief discussion regarding the master meter and the responsibility of the District to sub meter.

ON MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the Board approved Major User Agreement with Collier County for Irrigation IQ Water, in substantial form.

Consideration of Master Declaration Joinder with CDD – Exhibit 7

Ms. Wilson reviewed the master association declarations with the Board. She stated there are items that impact the District and Water procedures.

ON MOTION by Ms. Stockman, seconded by Mr. Hurst, with all in favor, the Board approved Master Declaration Joinder with CDD.

Ratification of Offsite Environmental Maintenance Agreement – Exhibit 8

Ms. Wilson noted that a prior draft was already considered by the Board. This is an agreement between the landowner in which the mitigation work is conducting, Hogan Farms, Brightshore Community Development District and Collier Stewardship Services, Inc..

Ms. Wilson stated that Collier Stewardship Services is an affiliate of the landowner within the District; however, it is not a conflict of interest for a Board member to vote on something that involves its employer or an affiliate of its employer.

It was noted that while the agreement is fully executed, the covenant is anticipated to be signed and recorded prior to builder close.

ON MOTION by Ms. Stockman, seconded by

ON MOTION by Ms. Stockman, seconded by Ms. Maurizi, with all in favor, the Board ratified Offsite Environmental Maintenance Agreement.

FIFTH ORDER OF BUSINESS **Budgetary Matters**

Consideration of Resolution 2026-13, Rescinding Resolution 2026-09 – Exhibit 9

Ms. Wilson noted that this is just for records clarification. After further examination of capitalized interest, it was determined that there was no need for off role Assessments due to the availability of sufficient funds.

ON MOTION by Ms. Stockman, seconded by Ms. Maurizi, with all in favor, the Board accepted Resolution 2026-13, Rescinding Resolution 2026-09.

Consideration of the Revised O&M Methodology Pro Rata Share Builders Contributions – Exhibit 10

Ms. Carvalho noted that this has changed since the discussion at the last meeting.

Mr. Weyer gave an overview of the changes stating table 7 was the only item that has since been updated to reflect quarterly equal payments.

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

Consideration of Assignment of True-Up Agreements – Exhibit 11

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

The Board reviewed the agreements with the various builders.

ON MOTION by Ms. Stockman, seconded by Ms. Maurizi, with all in favor, the Board approved the Assignment of True-Up Agreements.

SIXTH ORDER OF BUSINESS **Construction Matters**

Consideration of Earthwork and Roadway Construction Change Order #2 – Exhibit 12

Ms. Johnson reviewed the changes with the Board. She noted the sod quantities change and the revised construction plan with additional excavations of Lake 7. She also noted an intersection was revised from asphalt to paver/brick and the bridge material removal. A total decrease of $622,834.05.

ON MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the Board approved Earthwork and Roadway Construction Change Order #2.

Consideration of Roundabout Change Order #2 – Exhibit 13

Ms. Wilson noted the changes include additional sod and pavers needed, resulting in an increase of $134,938.00.

Mr. Hurst had questions about the price increase.

There was discussion amongst the Board regarding the pricing.

ON MOTION by Mr. Hurst, seconded by Ms. Maurizi, with all in favor, the Board approved Roundabout Change Order #2.

Consideration of Jensen Utility Change Order #2 – Exhibit 14

Ms. Wilson noted the revisions were due to accommodate updated irrigation plans. There were several reductions and additions and there was an anticipated increase for this change order. She stated the irrigation includes the addition of a booster pump in the amount of $557,179; however, the District agreed to purchase directly.

Ms. Wilson stated the pump should be delivered in December with installation by April.

Ms. Carvalho noted an increase in $1,204,745.48.

ON MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the Board approved Jensen Utility Change Order #2, subject to District Engineer and District Counsel review.

Consideration of Irrigation Easement from Hogan Farms to the CDD – Exhibit 15

Ms. Wilson noted there is current irrigation infrastructure that is owned by the landowner and the property may not be conveyed to the District, but the District will need to maintain the easement.

ON MOTION by Mr. Hurst, seconded by Ms. Maurizi, with all in favor, the Board approved Irrigation Easement from Hogan Farms to the CDD.

Consideration of Collier County Utility Agreement Amendment #2 – Exhibit 16

Ms. Wilson noted that this is an update to the agreement already in place with Collier County.

ON MOTION by Ms. Maurizi, seconded by Ms. Stockman, with all in favor, the Board approved Collier County Utility Agreement Amendment #2.

Consideration of First Amendment to Master HOA Construction and Escrow Agreement – Exhibit 17

Ms. Wilson reviewed the updates with the Board.

There was discussion amongst the Board regarding the gatehouse construction.

ON MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the Board approved First Amendment to Master HOA Construction and Escrow Agreement.

Consideration of Temporary Access Easement – Exhibit 18

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

Ms. Wilson noted that this provides the builders with access to their property through areas owned by the District or other landowners.

ON MOTION by Ms. Maurizi, seconded by Ms. Stockman, with all in favor, the Board approved Temporary Access Easement.

Discussion of Updates on Construction Projects – Exhibit 19

Ms. Johnson noted that construction is moving quickly. The offsite roundabout construction is on hold due to the relocation of a power pole. She also noted that the bridge has been installed on the main entrance road. Lake 2 is complete; Lake 7 is almost complete. Preparations are underway to prep entrances for curbs.

Mr. Hurst asked how long the temporary access points will be utilized. Ms. Wilson estimated that it could continue until June 2027.

There was discussion amongst the Board regarding ongoing construction projects.

SEVENTH ORDER OF BUSINESS **Financing Matters**

Ratification of Purchase Requisition Form with Heritage Landscape Supply – Exhibit 20

Ms. Carvalho noted this is for direct purchase of materials.

ON MOTION by Ms. Maurizi, seconded by Ms. Stockman, with all in favor, the Board ratified the Purchase Requisition Form with Heritage Landscape Supply.

Ratification of Requisition Nos. 10 & 11 – Exhibit 21

The Board reviewed the Requisitions.

Ms. Carvalho noted that the requisitions have been reviewed by the District Engineer and certified and signed by the District Chair.

Mr. Hurst noted that one of the requisitions was from Peninsula Engineering, where he is the Principal of that company. He asked Counsel if there would be a conflict of interest to make any decisions on any items pertaining to Peninsula Engineering.

Ms. Wilson stated this was not a conflict of interest pursuant to Chapter 190 Florida Statues.

ON MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the Board ratified Requisitions 10 & 11.

Review and Acceptance of July Monthly Financials – Exhibit 22

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

There was brief discussion regarding the financials.

Ms. Carvalho mentioned that there will be a budget amendment for Fiscal Year 2026 Budget.

ON MOTION by Ms. Maurizi, seconded by Ms. Stockman, with all in favor, the Board accepted July Monthly Financials.

Nick Casalanguida joined the meeting in progress.

EIGHTH ORDER OF BUSINESS **Other Business**

Staff Reports

District Manager – No report.

District Counsel – No report.

District Engineer – No report.

Board Members' Comments/Requests

Mr. Casalanguida noted that he would like to start the second bond process.

Public Comments

There were no public comments at this time.

NINTH ORDER OF BUSINESS **Adjournment**

There was no further business to discuss.

On MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the September 14, 2026, Board of Supervisors' Meeting of the Brightshore Community Development District was adjourned at 3:15 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson/Vice Chairperson

Brightshore
Community Development District

Administrative Matters

Consideration of Fiscal Year 2026 Audit
Engagement Letter

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Boca Raton, Florida 33431
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October 1, 2026

To Board of Supervisors
Brightshore Community Development District
707 Orchid Drive, Suite 100
Naples, FL 34102

We are pleased to confirm our understanding of the services we are to provide Brightshore Community Development District, Collier County, Florida ("the District") for the fiscal year ended September 30, 2026. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Brightshore Community Development District as of and for the fiscal year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also issue a management letter as required by Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of our audit, we will apply financial condition assessment procedures pursuant to Section 218.39(5), Florida Statutes, and Rule 10.556(8), Rules of the Auditor General, and will report, as applicable, whether the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: REAL ESTATE ECONOMETRICS, INC – 707 ORCHID DRIVE SUITE 100, NAPLES FL 34102 - TELEPHONE: 239-269-1341 – rweyer@ree-i.com.

Our fee for these services will be $6,200 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We will take all necessary steps to ensure the audit is completed in a timely fashion, ensuring that the audit report may be approved by the District's Board of Supervisors and filed within nine months after the end of the fiscal year under review, or such earlier date if required. We will submit a draft audit to the District for review no later than June 1 of the fiscal year which follows the fiscal year for which the audit is being conducted, with a final audit report delivered no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

This engagement letter, along with any addendum, if applicable, is the complete and exclusive statement of the agreement between the proposer and the District with respect to the terms of the engagement between the parties.

We appreciate the opportunity to be of service to Brightshore Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Brightshore Community Development District.

By: _____

Title: _____

Date: _____

Florida Institute of Certified Public Accountants

AICPA Peer Review Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114 Review Number: 616829

Brightshore
Community Development District

Administrative Matters

Ratification of Fiscal Year 2027 Insurance Policy

FLORIDA INSURANCE ALLIANCE

Egis Insurance & Risk Advisors

Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Brightshore Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.
Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage
FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?
FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of $2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?
As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Brightshore Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

Term: October 1, 2026 to October 1, 2027

Quote Number: 1001261024

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	**Coinsurance**
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine
	Not Applicable	Golf Course Tees and Greens Deductible on all covered Perils if scheduled.

Special Property Coverages		
Coverage	**Deductibles**	**Limit**
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery	Not Applicable	Not Included
TRIA		Not Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM **Not Included**

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	$500,000 in any one occurrence
	B	Animals	$1,000 any one Animal $5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to $250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	$1,250,000 in any one occurrrence
	F	Duty to Defend	$100,000 any one occurrence
	G	Errors and Omissions	$250,000 in any one occurrence
	H	Expediting Expenses	$250,000 in any one occurrence
	I	Fire Department Charges	$50,000 in any one occurrence
	J	Fungus Cleanup Expense	$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	$500,000 in any one occurrence
	P	Pollution Cleanup Expense	$50,000 in any one occurrence
	Q	Professional Fees	$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	$500,000 in any one occurrence
	T	Transit	$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Glass and Sanitary Fittings Extension	$25,000 in any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Lock and Key Replacement	$2,500 any one occurrence
	DD	Tracks and fields (except Lawns, Plants, Trees and Srubs covered under code K)	$250,000 any one occurrence and $500,000 in the annual aggregate in any one coverage period. or Up to the declared value if it is specifically listed as "Tracks and Fields" in the schedule of values.
	EE	Awnings, Gutters and Downspouts	Included
	FF	Civil or Military Authority	45 consecutive days and one mile.

CRIME COVERAGE

Description	Limit	Deductible
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	$1,000,000
Abuse and Molestation Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Aggregate Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Retroactive Date	Not Included
Herbicide & Pesticide Aggregate Limit	$1,000,000
Medical Payments Limit	$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	$25,000/$250,000
General Liability Deductible	$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	$1,000,000
	Aggregate	$2,000,000
Public Officials and Employment Practices Liability Deductible		$0

Retroactive Date:

Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate
Fraudulent Instruction: $25,000

FLORIDA INSURANCE ALLIANCE

PREMIUM SUMMARY

Brightshore Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

Term: October 1, 2026 to October 1, 2027

Quote Number: 1001261024

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	$2,666
Public Officials and Employment Practices Liability	$3,259
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	**$5,925**

IMPORTANT NOTE
Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

FLORIDA INSURANCE ALLIANCE

PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2026, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should the Applicant desire to cancel coverage; it will give not less than ninety (90) days prior written notice of cancellation;

(e) That if the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(f) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Brightshore Community Development District

_____
(Name of Local Governmental Entity)

By: C. Marinelli _____ Cee Cee Marinelli _____
Signature Print Name

Witness By: Sabina E. Hardy _____ Sabina E. Hardy _____
Signature Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2026

By: _____
Administrator

Brightshore
Community Development District

Administrative Matters

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

Brightshore
Community Development District

Administrative Matters

Original Major Use Agreement

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

EXHIBIT B

Point of Delivery

EXHIBIT C

Cross Connection Inspections Required

Amenity Campus
Residential Neighborhood connection points
Each developed commercial tract

EXHIBIT D

Special Provisions

Brightshore
Community Development District

Administrative Matters

Final Major Use Agreement

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 _____, 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-____, 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 District agrees to deliver IQ water and the User agrees to receive, accept, and beneficially reuse IQ water upon the lands described in Exhibit "A" 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 REPRESENTS AND WARRANTS RECORD OWNERSHIP. The User hereto represents and warrants to the District that the Party or Parties identified herein as the User constitute all persons or entities that are the record owners of the irrigable property described in Exhibit "A," attached hereto (hereinafter referred to as the "Property").

4. On _____ ____, 2013, the Board of County Commissioners (Board) adopted Ordinance No. 2013-____ 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-____, 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.

   Bulk Service Customers: the User's Allocation is based on the combination of the availability of the District's IQ Water and the IQ Water Application Rate for the Property as described in Exhibit "A." The User's Allocation, which the District agrees to make available, and the User agrees to accept based on the terms of this Agreement, is calculated as ____ million gallons per day (MGD). This Allocation constitutes the minimum amount of IQ Water that the District agrees to provide to the User, subject to all of the other terms and conditions as set out further in this Agreement.

   Pressurized Service Customers: the User's anticipated usage is based on the IQ Water Application Rate for the Irrigable Property described in Exhibit "A" and is calculated as ____million gallons per day (MGD).

   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 to approximate the historic volumes delivered to the User. 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.

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 Users.

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 2012.

7. TERM. The User agrees to receive from the District, IQ Water for approved uses for a minimum term of five (5) years from the effective date of this Agreement (or for such other initial term as may be determined by the District to provide for the expiration of the first five-year term of this Agreement to coincide with the expiration of all other initial five-year Major User Agreements), and which may be renewed for successive five (5) year terms upon 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 five (5) year term or the then-current five (5) year term, the Parties will meet and discuss the terms and conditions for entering into a new Agreement, which will reflect all of the terms and provisions then being incorporated into like District Major User Agreements. If revisions to the then current standardized Agreement are required, then the User may elect to not enter into a new Agreement with the District at its discretion. If revisions are not required to the then-current standardized Agreement or the Special Provisions, then that Agreement shall automatically renew for a new five year term.

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-____ and located at:

   _____

   _____

   _____and

   further identified in Exhibit "B."

   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.

11. METERS. All connections 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.

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 to the contrary, the User shall take full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance, and repair of the IQ water system downstream of the POD as outlined in Ordinance No. 2013-____.

    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.

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 IQ water distribution 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-____ and recorded as set forth herein.

17. CONSERVATION. User shall make all reasonable efforts to conserve IQ Water. The User shall ensure that the User's employees, contractors, agents, residents, and invitees are informed about the importance of water conservation by implementing an educational program.

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 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 the 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 premises and operate the private system of any User receiving IQ Water for the

purpose of performing cross connection inspections.

If a cross connection is found on a User's property, the District will immediately suspend IQ Water service pursuant to the provisions of Collier County Ordinance No. 2013-_____. 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___ 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 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 prior to each future Agreement renewal. At the end of the five year term, one hundred percent of all potable and IQ Water service connections shall have been 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. 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 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.

The User is receiving _____ Service under this Agreement.

A. Bulk Service will be billed by the District as being the greater of either: i) the daily Allocation multiplied by 365 days and divided by twelve billing cycles, or ii) the actual IQ Water delivered as metered at the User's POD.

Additional usage above the Allocation amount will be billed per published and prevailing rates, per service type, per 1000 gallons. For Major Users with Bulk Service, the Allocation as billed for the respective billing period shall be equivalent to a meter availability charge.

B. 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. 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-____ 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 five (5) year term by the provisions of Collier County Ordinance No. 2013-____ as adopted on _____, 2013.

(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- _____.

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.

The User shall have the right to sell, transfer, or encumber the Property, except that written notice of any proposed sale or transfer must be given to the District, as provided for herein, at least thirty (30) days prior to sale or transfer. So long as use of the property shall substantially continue to be for the purposes intended by this Agreement, any subsequent party shall be obligated under the same terms and conditions of this Agreement unless modified by written agreement between the District and any successor and/or assigns. At the first five (5) year renewal period after such sale, transfer, or encumbrance, the Agreement must be renewed with the successor and/or assigns, or IQ Water service will be discontinued.

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- ____, 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" assigns and defines site specific provisions, if any are applicable.

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

EXHIBIT B

Point of Delivery

EXHIBIT C

Cross Connection Inspections Required

EXHIBIT D

Special Provisions

Brightshore
Community Development District

Administrative Matters

Summary of Changes

Brightshore Major User Agreement – Summary of Changes

Major User Agreement for Delivery and Reuse of IQ Water (Collier County)

Compared: County form "Major User Agreement Final Word Version 04.24.26" vs. "Major User Agreement – clean" (last saved September 4, 2026)

Note: The clean version predates the 9-29-26 execution copy and does not reflect any later County edits (e.g., ¶9 and ¶10).

Section	Change
Parties & Recitals	• User blank filled in as the Brightshore Community Development District. • All references to "Ordinance No. 2013-____" now read "2013-48, as amended" (adopted June 25, 2013), including ¶¶ 4, 9, 15, 16, 19, 28, 29, 31 and 39. • New recitals: CDD created by Ordinance 2022-50; Property defined as the Brightshore Village plat (PB 78, pp. 1–24) shown in Exhibit A. • New recitals identify the Neighborhood Associations, the Master Declaration and the Cost Sharing Declaration, and define "sub-User." • New recital references the December 13, 2022 Utility Services Agreement (OR 6204/1721); the County's delivery obligation is tied to it.
¶3 – Ownership Representation	• Rewritten. The User no longer warrants record ownership of the Property; it represents that it receives the IQ water and distributes it to sub-Users. • New ¶3.A: Master Declaration §1.5 – sub-meters at each Neighborhood; each HOA pays the CDD for metered usage and is responsible for everything downstream of its sub-meter. • New ¶3.B: Cost Sharing Declaration §§5.3–5.6 – billing by sub-meter, interest, liens, late charges and the right to foreclose.
¶4 – Ordinance	• Adoption date (June 25, 2013) and Ordinance No. 2013-48, as amended, filled in.
¶5 – Allocation	• Bulk Service option deleted; agreement is Pressurized Service only. • Allocation set at 2.248 MGD (average annual daily flow) per the approved basis of design (PL20260004925); acknowledges actual daily demand will be higher. • If IQ water is unavailable for usage above the Allocation, the County substitutes potable water billed at IQ rates (replaces the "approximate historic volumes" language).
¶6 – History	• Year changed from 2012 to 2026; "Users" changed to "User."
¶7 – Term	• Old: 5-year term; renewal only by mutual agreement and tied to a new standardized Major User Agreement. • New: initial term runs through September 30, 2030, then renews automatically for 5-year terms unless both parties agree to terminate. • At renewal the parties meet only to decide whether an amendment is warranted by changes in law; a pending amendment does not block automatic renewal.

Section	Change
¶9 – Point of Delivery	• Blank address line replaced with a reference to Exhibit B.
¶10 – Delivery of IQ Water	• Misuse language now covers "the User or its sub-Users."
¶11 – Meters	• "All connections" changed to "User's connection" to the IQ Water System.
¶14 – Upstream Responsibility	• Now covers infrastructure on the User's property "whether owned in fee or utilized by easement."
¶15 – Downstream Responsibility	• Adds "repair and distribution of the IQ water"; applies notwithstanding the Utility Services Agreement. • Made subject to the User's rights and sub-User obligations under the Master Declaration and Cost Sharing Declaration. • Sub-User connections must be metered; the CDD may not charge sub-Users more than its actual cost (Code §134-175, Submetering).
¶16 – Storage Ponds & Easements	• New: IQ water may not be placed in stormwater lakes/ponds that discharge to State waters; violation allows immediate termination on written notice. • Non-discharging ponds allowed with 30 days' notice and an inventory (name, lat/long, function, facility type, no-discharge confirmation, distances to wells). • Easements limited to the portion of the IQ system upstream of the POD.
¶17 – Conservation	• Requirement to implement a water-conservation educational program deleted.
¶18 – Indemnity	• User's indemnity limited by sovereign immunity under §768.28, F.S.
¶19 – Cross Connections	• County's right to enter extended to sub-User systems; references the County's perpetual inspection easement in Cost Sharing Declaration §3.4. • Suspension, inspection and renewal requirements now cover the User and each sub-User; connections downstream of a sub-User's meter expressly excluded. • Blank inspection count removed.
¶20 – Rates	• Ordinance 2001-73 now reads "as amended." • Designated as Pressurized Service; Bulk Service billing subsection deleted.
¶25 – County Not Liable for Failure to Deliver	• County's protection now applies only so long as it delivers replacement potable water to the POD, billed at IQ rates.
¶¶28, 29, 31 – Use, Governing Ordinance, Access	• Ordinance blanks filled in (2013-48, as amended); ¶29 no longer refers to an initial "five (5) year" term.

Section	Change
¶38 – Recordation	• Sale/transfer paragraph deleted (it required 30 days' notice to the County before a sale and renewal with any successor at the next term).
¶40 – Special Provisions	• Exhibit D now depicts the general location of sub-User connection points.
Exhibit C	• Now lists the Amenity Campus, Residential Neighborhood connection points and each developed commercial tract (blank in County form).

Brightshore
Community Development District

Administrative Matters

Partially Executed Version

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 _____, 2026 by and between the Brightshore Community Development District , whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, Attn: District Manager (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 February 1, 2027 and will be effective through January 31, 2032.

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 January 31, 2032 (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 DOWNSTREAM 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 by a Florida licensed engineer, 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:
Brightshore Community
Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

DISTRICT:
Wastewater Director
North Wastewater Plant
10500 Goodlette-Frank Road N.
Naples, Florida 34109

With copies to:
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Alyssa Willson, Esq.

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;

Nick Casalanguida, District Board Chairperson
(239) 403-6734
ncasalanguida@barroncollier.com

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

41. EXHIBITS. See attachments.

Witnesses:

AS TO USER:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

Witness (Signature)
Name: KRISTINA JOHNSON

By: _____
Nick Casalanguida, Board Chairperson

Witness (Signature)
Name: Sabina E. Hardy

ATTESTATION OF DISTRICT MANAGER:

By: _____
VIVIAN CARVALHO, District Manager

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

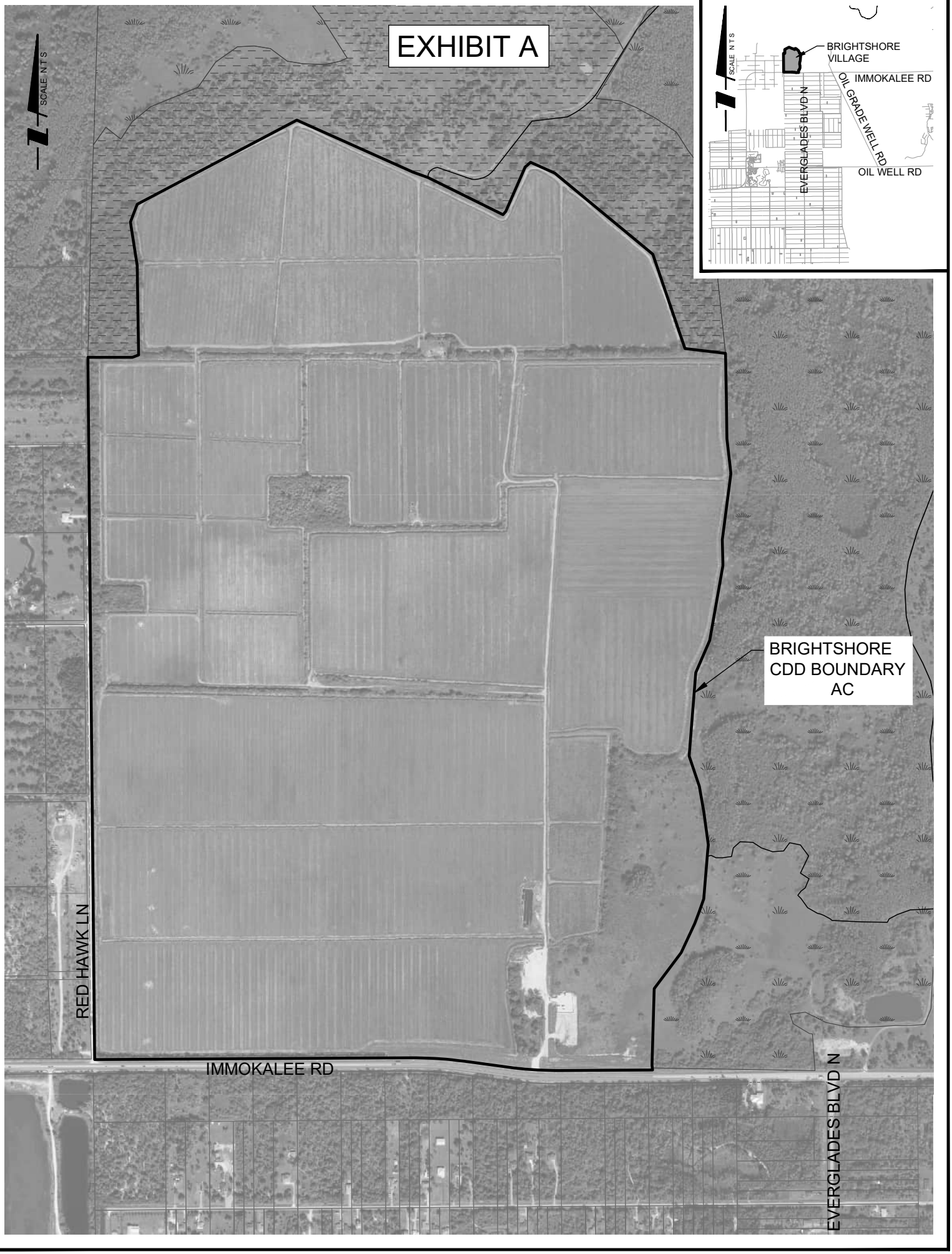

EXHIBIT A
SCALE N T S
BRIGHTSHORE VILLAGE
IMMOKALEE RD
OIL GRADE WELL RD
OIL WELL RD
EVERGLADES BLVD N
BRIGHTSHORE CDD BOUNDARY AC
RED HAWK LN
IMMOKALEE RD
EVERGLADES BLVD N

EXHIBIT B

Point of Delivery

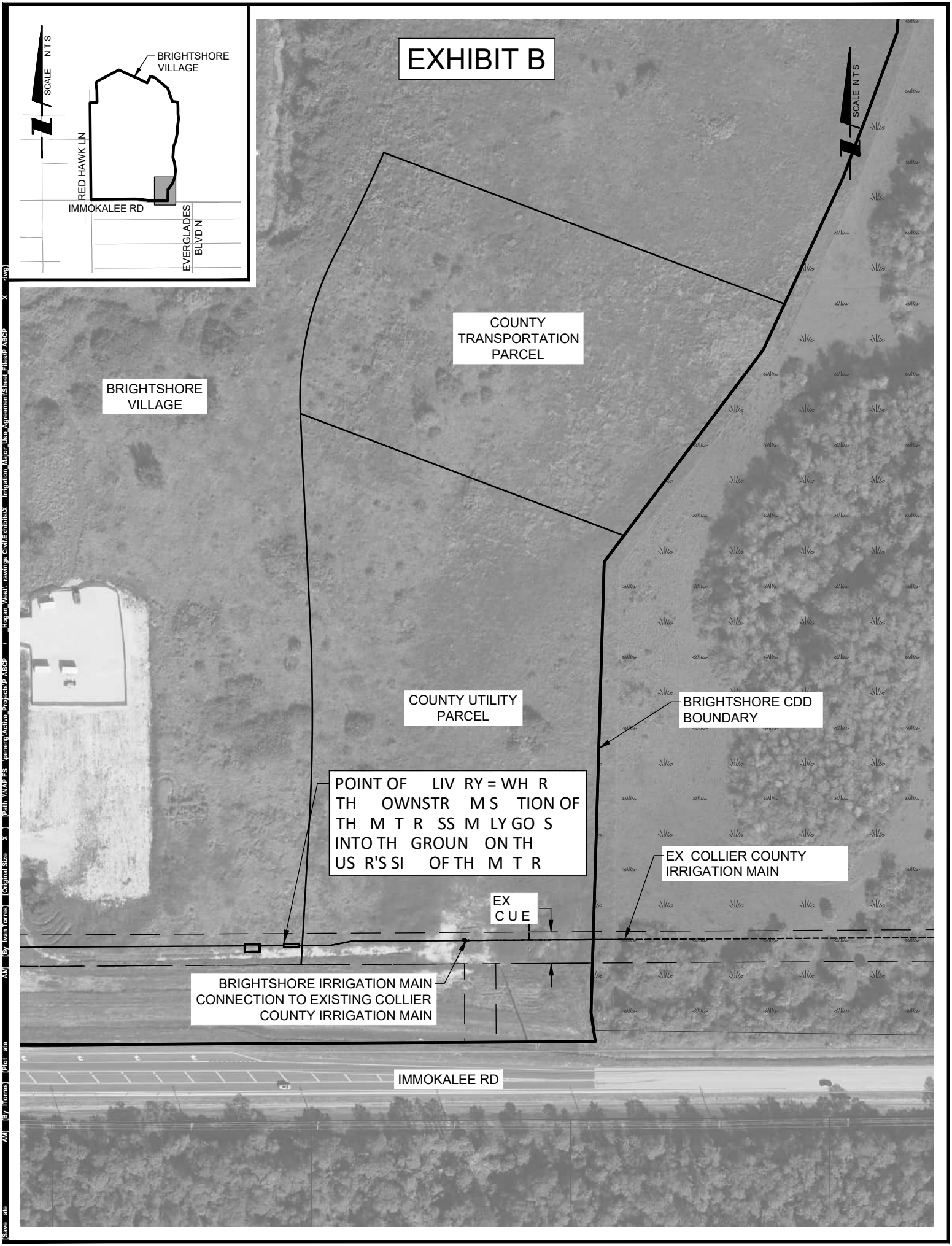

EXHIBIT B
SCALE N T S
BRIGHTSHORE VILLAGE
RED HAWK LN
IMMOKALEE RD
EVERGLADES BLVD N
SCALE N T S
COUNTY TRANSPORTATION PARCEL
BRIGHTSHORE VILLAGE
COUNTY UTILITY PARCEL
BRIGHTSHORE CDD BOUNDARY
POINT OF LIV RY = WH R
TH OWNSTR M S TION OF
TH M T R SS M LY GO S
INTO TH GROUN ON TH
US R'S SI OF TH M T R
EX COLLIER COUNTY IRRIGATION MAIN
EX
C U E
BRIGHTSHORE IRRIGATION MAIN CONNECTION TO EXISTING COLLIER COUNTY IRRIGATION MAIN
IMMOKALEE RD

EXHIBIT C

Cross Connection Inspections Required

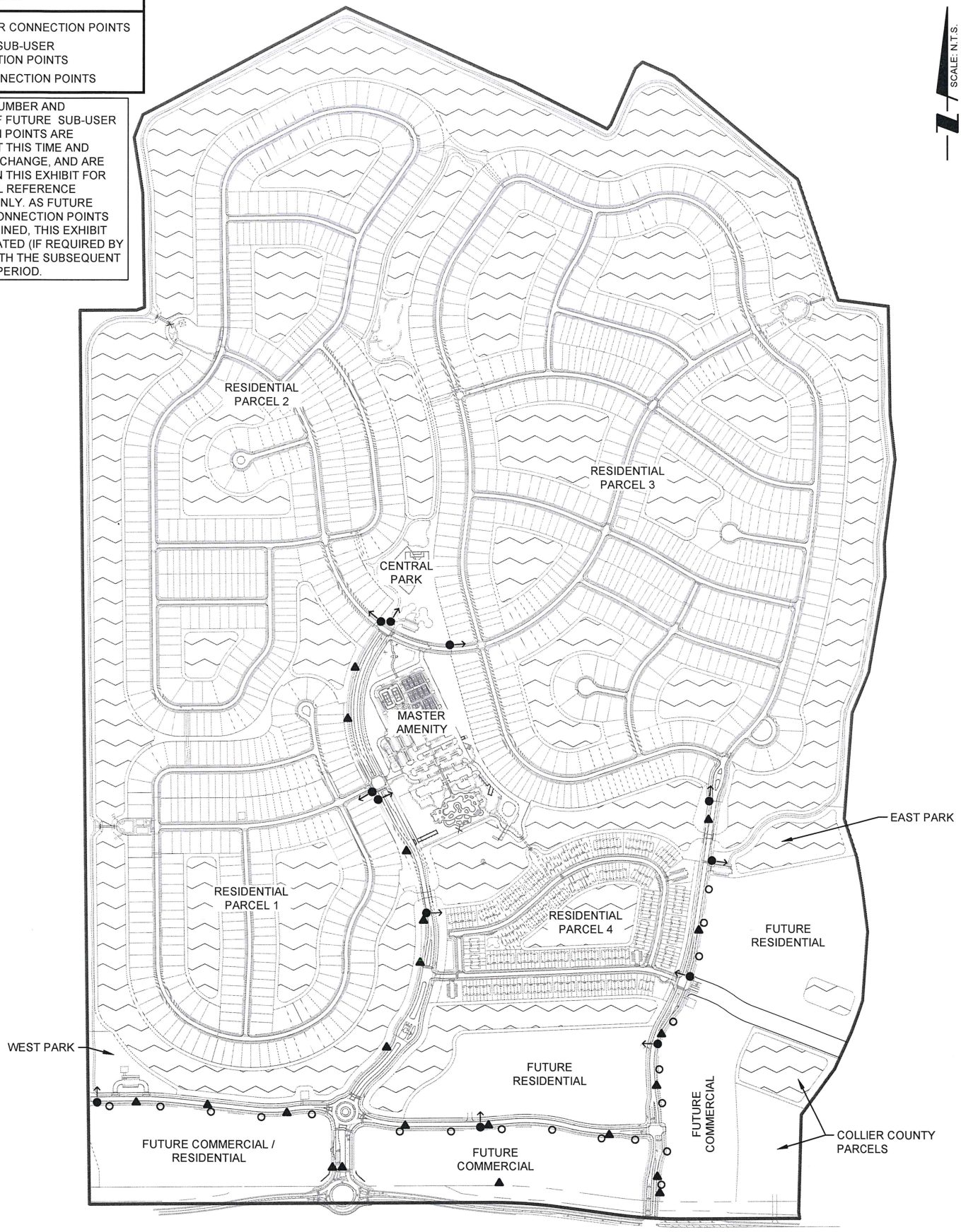
Amenity Campus
Residential Neighborhood connection points
Each developed commercial tract

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: 9/17/2026 8:24:16 AM | By: Torres | Plot Date: 9/17/2026 8:24:32 AM | By: Ivan Torres | Original Size: 8.5X11 | Path: P:\Active Projects\P-ABCP-2003\004-Brightshore_Phil\Drawings\Civil\COI-Exhibits\X48-Irrigation Connection_Exhibits\Sheet Files\P-ABCP-2003-004-COI-X48-1.dwg

EXHIBIT D

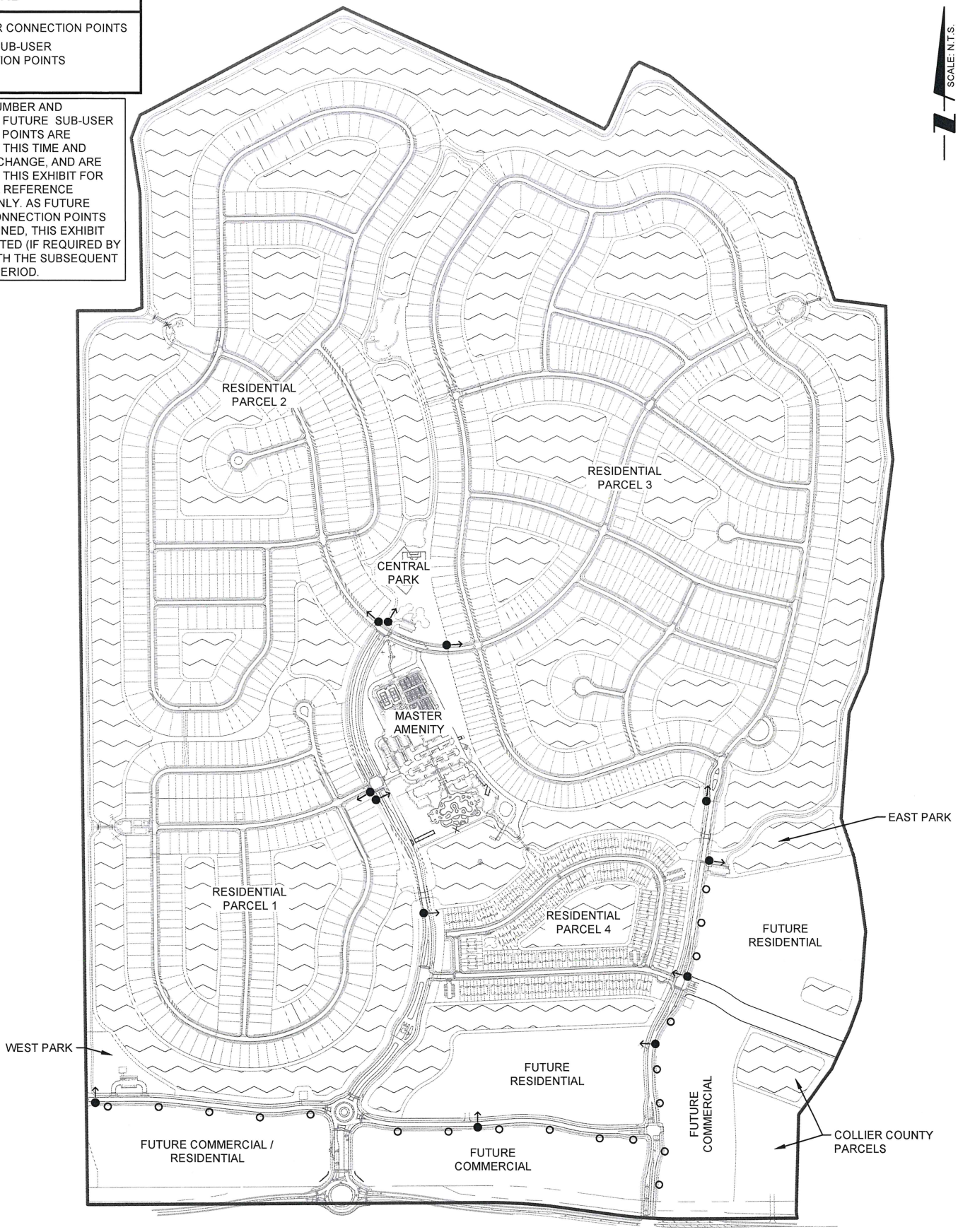
Special Provisions

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.



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 D: SUB-USER CONNECTION POINTS

Save Date: 9/17/2026 8:23:55 AM | By: Lorres | Plot Date: 9/17/2026 8:24:08 AM | By: Ivan Torres | Original Size: 8.5X11 | Path: P:\Active Projects\P-ABGP-009.004-Brightshore Phil\Drawings\Civil\000-Exhibits\X48-Irrigation Connection Exhibits\Sheet Files\P-ABGP-009.004-000-X48-2.dwg

Brightshore
Community Development District

Budgetary Matters

Ratification of Assignment of True-Up Agreements

- Toll Brothers
- Pulte Homes

Brightshore
Community Development District

Budgetary Matters

Toll Brothers

INSTR 6876805 OR 6631 PG 670 RECORDED 9/22/2026 8:43 AM PAGES 9
CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $78.00

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 18th day of September, 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 SOUTHEAST LP COMPANY, INC., a Delaware corporation, whose address is 2966 Commerce Park Drive, Suite 100, Orlando, Florida 32819, as to an undivided fifty-four and seven-tenths percent (54.7%) interest, and **M/I HOMES OF FT. MYERS/NAPLES, LLC**, a Florida limited liability company, whose address is 25074 Olympia Avenue, Punta Gorda, Florida 33950, as to an undivided forty-five and three-tenths percent (45.3%) interest, as tenants in common (collectively, 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.

[*Signatures on the following pages.*]

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

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____
Name: Donna M. Tirone
Address: 2600 Golden Gate Pkwy, Naples, FL 34105

_____
Name: Juan Cabello
Address: 2600 Golden Gate Pkwy Naples, FL 34105

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of September, 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.

Notary Public State of Florida
Donna M. Tirone
My Commission HH 820131
Expires 7/8/2030

_____
Print Name: Donna M. Tirone
Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware corporation

Name: Molleen McDonald
Address: 24201 Walden Center Drive, Suite 208
Bonita Springs, FL 34134

By: _____
Name: Sean Walsh
Title: Division President

Name: Janelle Danielson
Address: 24201 Walden Center Drive, Suite 208
Bonita Springs, FL 34134

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of September, 2026, by Sean Walsh, as Division President of Toll Southeast LP Company, Inc., a Delaware corporation, for and on behalf of the corporation, who is [X] personally known to me or [ ] produced _____ as identification.

MOLLEEN FLORENCE MCDONALD
Notary Public - State of Florida
Commission # HH 723874
My Comm. Expires Oct 24, 2029
Bonded through National Notary Assn.

Print Name:Molleen F. McDonald
Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

Name: Juan Zuta
Address: 9530 Marketplace Rd
Ft Myers FL 33912

Name: Valerie Chesney
Address: 9530 Marketplace Rd
Ft Myers FL 33912

M/I HOMES OF FT. MYERS/NAPLES, LLC,
a Florida limited liability company

By: Kevin R. Brown
Name: Kevin R. Brown
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of September, 2026, by Kevin Brown, as Vice President of M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company, for and on behalf of the company, who is [✓] personally known to me or [ ] produced _____ as identification.

JULIE A. DANIELEWSKI
MY COMMISSION # HH 513704
EXPIRES: April 9, 2028

Julie A. Danielewski
Print Name: JULIE A. DANIELEWSKI
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

Name: Donna M. Tirone
Address: 2600 Golden Gate Pkwy, Naples, FL 34105

Nick Casalanguida
Chairperson, Board of Supervisors

Name: Jon Capallero
Address: 2600 Golden Gate Pkwy. Naples, FL 34105

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of September, 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.

Notary Public State of Florida
Donna M. Tirone
My Commission HH 820131
Expires 7/8/2030

Print Name: Donna M. Tirone
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 18TH day of SEPTEMBER 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, as to an undivided forty-eight percent (48%) interest and **M/I HOMES OF FT. MYERS/ NAPLES, LLC,** a Florida limited liability company, whose address is 25074 Olympia Avenue, Punta Gorda, Florida 33950, as to an undivided fifty-two percent (52%) interest, as tenants in common (collectively, 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

By: _____
Brian Goguen, Vice President

By: _____
Jeff Sonalia, Vice President

_____
Name: Ana Jessica Ramos
Address: 2600 Golden Gate Pkwy
Naples, FL 34105

_____
Name: Bradley E. Stockham
Address: 2600 Golden Gate Pkwy
Naples, FL 34105

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 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.

ANA JESSICA RAMOS
MY COMMISSION # HH 515882
EXPIRES: April 30, 2028

_____
Print Name: Ana Jessica Ramos
Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Name: Jacob Bauer
Address: 24311 Walden Center Dr, Suite 300
Bonita Springs, FL 34134

By: Naomi Robertson
Name: Naomi Robertson
Title: VP Finance

Name: Alex MESA
Address: 24311 WALDEN CENTER
Dr, suite 300 Bonita Springs,
FL 34134

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of September, 2026, by Naomi Robertson, as VP Finance 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.

CRISTOBAL REYES
MY COMMISSION # HH 586580
EXPIRES: August 26, 2028

Print Name: Cristobal Reyes
Notary Public, State of Florida

ASSIGNEE:

WITNESSES:

M/I HOMES OF FT. MYERS/ NAPLES, LLC,
a Florida limited liability company

By: _____
Name: Kevin R Brown
Title: Vice President

_____
Name: Juan Zurita
Address: 9530 Marketplace Rd
Ft Myers FL 33912

_____
Name: [illegible]
Address: 9530 Marketplace Rd
Ft Myers FL 33912

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of September, 2026, by Kevin Brown, as Vice President of M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company, for and on behalf of the company, who is [✓] personally known to me or [__] produced _____ as identification.

JULIE A. DANIELEWSKI
MY COMMISSION # HH 513704
EXPIRES: April 9, 2028

_____
Print Name: JULIE A. DANIELEWSKI
Notary Public, State of Florida

JOINED BY:

DISTRICT:

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

Name: Ana Jessica Ramos
Address: 2100 Golden Gate Pkwy
Naples, FL 34105

Nick Casalanguida
Chairperson, Board of Supervisors

Name: Melanie Lupo
Address: 2100 Golden Gate Pkwy
Naples, FL 34105

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of September 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.

ANA JESSICA RAMOS
MY COMMISSION # HH 515882
EXPIRES: April 30, 2028

Print Name: Ana Jessica Ramos
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

Budgetary Matters

Ratification of Fiscal Year 2027 Builder Funding Agreements

- Toll Brothers
- Pulte Homes

Brightshore
Community Development District

Budgetary Matters

Toll Brothers

FUNDING AGREEMENT

[RE: Brightshore CDD / Toll Southeast LP Company, Inc..
and M/I Homes of Ft. Myers/Naples, LLC]

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into as of September 16th, 2026 (the "Effective Date"), by and among BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established by Chapter 190, Florida Statutes (the "CDD") and Toll Southeast LP Company, Inc., a Delaware corporation ("Toll Southeast"), as to an undivided fifty-four and seven-tenths percent (54.7%) interest and M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company ("M/I Homes"), as to an undivided forty-five and three-tenths percent (45.3%) interest, as tenants in common (collectively, "Buyer"). For purposes of this Agreement, CDD, and Buyer are each a "Party" and collectively are the "Parties".

WITNESSETH:

WHEREAS, simultaneously herewith, pursuant to that certain Amended and Restated Purchase and Sale Agreement with an effective date of February 16, 2026 between Hogan Farms, LLC, a Florida limited liability company (as "Seller") and Buyer, as assigned by that certain Assignment and Assumption of Amended and Restated Purchase and Sale Agreement dated September 9, 2026 by Toll Bros., Inc to Toll Southeast, as may be further amended from time to time (the "Purchase Agreement"), Buyer has purchased certain land from Seller located in Naples, Florida the legal description of which is attached hereto as **Exhibit "A"** (the "Property"), to be developed as a residential neighborhood in the *Brightshore* village (the "Village") in Collier County, Florida; and

WHEREAS, as an express condition of Seller agreeing to sell the Property to the Buyer, the Buyer agreed to reimburse the CDD for the costs associated with the operation of the CDD, and debt service for CDD Debt in the form of special assessment principal and interest payments, even if such amounts would not otherwise be assessed against Residential Units within the Property, as hereafter set forth; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein the Parties, each desiring to be legally bound, hereby agree as follows:

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

2. **O&M Reimbursement Obligation**. Commencing on the Effective Date hereof, and continuing all times thereafter until all Residential Units within the Property are platted and assessed as separate tax parcels on the Collier County tax rolls, Buyer shall pay to the CDD the O&M Assessment Shortfall (as hereafter defined). For purposes hereof, the "O&M Assessment Shortfall" shall mean and refer to the operating costs and expenses of the CDD (including reserve expenses) that are allocated by the CDD to those portions of the Property acquired by Buyer, less the amount

that the CDD collects from (i) all other third party End Purchasers that own Residential Units developed by Buyer, and (ii) Buyer, with respect to Buyer-owned Residential Units on the tax rolls. The O&M Assessment Shortfall shall be calculated by the CDD annually for the upcoming fiscal year (with the CDD's budget ending on 9/30) and an invoice for such shortfall shall be sent to Buyer; Buyer shall remit such annual shortfall the CDD, in equal quarterly installments, in advance, with each quarterly payment due on October 15th, January 15th, April 15th and July 15th.

3. **CDD Debt Service Reimbursement Obligation**. Commencing on the Effective Date and continuing thereafter until all Residential Units within the Property are platted and assessed as separate tax parcels on the Collier County tax rolls, Buyer shall pay CDD the Debt Assessment Shortfall (as hereafter defined). For purposes hereof, the "Debt Assessment Shortfall" shall mean and refer to the CDD's biannual debt service obligation that is allocated by the CDD to the portions of the Property acquired by Buyer, less the amount that the CDD collects from (i) all other third party End Purchasers that own Residential Units developed by Buyer, and (ii) Buyer, with respect to Buyer-owned Residential Units on the tax rolls. Buyer shall remit such Debt Assessment Shortfall payments to the CDD in semi-annual installments, on April 15th and October 15th of each year. For clarification, the payments due on April 15th and October 15th will correspond with the CDD Debt Assessments for the fiscal year ending September 30th of the same year.

4. **Default**. If either party fails to comply with its obligations hereunder after the expiration of a ten (10) day written notice and cure period, the non-defaulting party shall be entitled to pursue all legal and equitable remedies available under law, but excluding special or punitive damages. Any amounts not paid when due hereunder (irrespective of the notice and cure period provided hereinabove) shall bear interest at the rate of fifteen percent (15%) per annum, from the date originally due, until payments is actually received by the party to which such payment(s) are due.

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

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

If to Buyer:
Toll Southeast LP Company, Inc.
Attn: Andrew Hall
2966 Commerce Park Drive
Suite 100
Orlando, FL 32819
Phone: 407-345-6054
ahall@tollbrothers.com

with a copy to:

Toll Bros., Inc.
Attn: Thomas J. Smith, III
1140 Virginia Drive
Fort Washington, PA 19034
Phone: 215-293-4366
tsmith@tollbrothers.com
legalnotices@tollbrothers.com

M/I Homes of Ft. Myers/Naples, LLC
4131 Worth Avenue
500
Columbus, Ohio 43219
Attn: _____
Email:_____

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

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

8. **Governing Law and Binding Effect**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, legal representatives and assigns. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. In the event of any dispute between CDD and Buyer concerning this Agreement or the Funds, each of CDD and Buyer knowingly and voluntarily waive any right to a trial by jury.

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

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

CDD:

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

By: _____
Print Name: NICK CASALANGUIDO
Title: CHAIR

ATTESTATION OF DISTRICT MANAGER:

By: _____
C. Russell Weyer, District Manager

BUYER:

Toll Southeast LP Company, Inc., a
Delaware corporation

By: _____
Print Name: Sean Walsh
Title: Division President

BUYER:

M/I Homes of Ft. Myers/Naples, LLC,
a Florida limited liability company

By: _____
Print Name: Kevin R. Brown
Title: VICE PRESIDENT

EXHIBIT "A"

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.

Brightshore
Community Development District

Budgetary Matters

Pulte Homes

FUNDING AGREEMENT

[RE: Brightshore CDD / Pulte Home Company, LLC and M/I Homes of Ft. Myers/Naples, LLC]

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into as of SEPTEMBER 18TH, 2026 (the "Effective Date"), by and among BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established by Chapter 190, Florida Statutes (the "CDD") and Pulte Home Company, LLC, a Michigan limited liability company ("Pulte"), as to an undivided forty-eight percent (48%) interest, and M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company ("M/I Homes"), as to an undivided fifty-two percent (52%) interest, as tenants in common (collectively, "Buyer"). For purposes of this Agreement, CDD, and Buyer are each a "Party" and collectively are the "Parties".

WITNESSETH:

WHEREAS, simultaneously herewith, pursuant to that certain Amended and Restated Purchase and Sale Agreement with an effective date of February 16, 2026 between Hogan Farms, LLC, a Florida limited liability company (as "Seller") and Buyer, as partially assigned by that certain Nomination Agreement (Partial Undivided Interest) dated September 9, 2026 by Pulte to M/I Homes, as may be further amended from time to time (the "Purchase Agreement"), Buyer has purchased certain land from Seller located in Naples, Florida the legal description of which is attached hereto as **Exhibit "A"** (the "Property"), to be developed as a residential neighborhood in the *Brightshore* village (the "Village") in Collier County, Florida; and

WHEREAS, as an express condition of Seller agreeing to sell the Property to the Buyer, the Buyer agreed to reimburse the CDD for the costs associated with the operation of the CDD, and debt service for CDD Debt in the form of special assessment principal and interest payments, even if such amounts would not otherwise be assessed against Residential Units within the Property, as hereafter set forth; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein the Parties, each desiring to be legally bound, hereby agree as follows:

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

2. **O&M Reimbursement Obligation**. Commencing on the Effective Date hereof, and continuing all times thereafter until all Residential Units within the Property are platted and assessed as separate tax parcels on the Collier County tax rolls, Buyer shall pay to the CDD the O&M Assessment Shortfall (as hereafter defined). For purposes hereof, the "O&M Assessment Shortfall" shall mean and refer to the operating costs and expenses of the CDD (including reserve expenses) that are allocated by the CDD to those portions of the Property acquired by Buyer, less the amount that the CDD collects from (i) all other third party End Purchasers that own Residential Units developed by Buyer, and (ii) Buyer, with respect to Buyer-owned Residential Units on the tax rolls. The O&M Assessment Shortfall shall be calculated by the CDD annually for the upcoming fiscal

year (with the CDD's budget ending on 9/30) and an invoice for such shortfall shall be sent to Buyer; Buyer shall remit such annual shortfall the CDD, in equal quarterly installments, in advance, with each quarterly payment due on October 15th, January 15th, April 15th and July 15th.

3. **CDD Debt Service Reimbursement Obligation**. Commencing on the Effective Date and continuing thereafter until all Residential Units within the Property are platted and assessed as separate tax parcels on the Collier County tax rolls, Buyer shall pay CDD the Debt Assessment Shortfall (as hereafter defined). For purposes hereof, the "Debt Assessment Shortfall" shall mean and refer to the CDD's biannual debt service obligation that is allocated by the CDD to the portions of the Property acquired by Buyer, less the amount that the CDD collects from (i) all other third party End Purchasers that own Residential Units developed by Buyer, and (ii) Buyer, with respect to Buyer-owned Residential Units on the tax rolls. Buyer shall remit such Debt Assessment Shortfall payments to the CDD in semi-annual installments, on April 15th and October 15th of each year. For clarification, the payments due on April 15th and October 15th will correspond with the CDD Debt Assessments for the fiscal year ending September 30th of the same year.

4. **Default**. If either party fails to comply with its obligations hereunder after the expiration of a ten (10) day written notice and cure period, the non-defaulting party shall be entitled to pursue all legal and equitable remedies available under law, but excluding special or punitive damages. Any amounts not paid when due hereunder (irrespective of the notice and cure period provided hereinabove) shall bear interest at the rate of fifteen percent (15%) per annum, from the date originally due, until payments is actually received by the party to which such payment(s) are due.

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

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

If to Buyer:
Pulte Home Company, LLC
Attn: Josh Graeve, Division President
Southwest Florida Division
24311 Walden Center Drive
Suite 300
Bonita Springs, FL 34134
Phone: 239-495-4828; 239-495-4809
josh.graeve@pultegroup.com
steven.gust@pultegroup.com

M/I Homes of Ft. Myers/Naples, LLC
4131 Worth Avenue, 500
Columbus, OH 43219
Attn: _____
Email: _____

with a copy to:

Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
Attn: David P. Barker, Esq.
420 S Orange Ave.
Suite 700
Orlando, FL 32801
Phone: 407-428-5118
dbarker@deanmead.com

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

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

8. **Governing Law and Binding Effect**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, legal representatives and assigns. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. In the event of any dispute between CDD and Buyer concerning this Agreement or the Funds, each of CDD and Buyer knowingly and voluntarily waive any right to a trial by jury.

[*Signatures on Following Pages*]

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

CDD:

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

By: _____
Print Name: Nick Casalanguida
Title: Chair

ATTESTATION OF DISTRICT MANAGER:

By: _____
C. Russell Wyatt, District Manager

BUYER:

Pulte Home Company, LLC,
a Michigan limited liability company

By: Naomi Robertson
Print Name: Naomi Robertson
Title: VP Finance

BUYER:

M/I Homes of Ft. Myers/Naples, LLC
a Florida limited liability company

By: _____
Print Name: Kevin R Brown
Title: Vice President

EXHIBIT "A"
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

Consideration of Change Order #3 with SFE Earthwork & Paving Contract for Propeller Subscription and Clay Removal

Change Order

No. 3

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

Date of Change Order:
October 7, 2026

Contract Date:
January 6, 2026

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

Contract for:
Brightshore CDD Phase 1
Hogan Farms

THIS CONTRACT IS CHANGED AS FOLLOWS:

Addition of Drone Flight Records — Add $37,500.00

Requested Propeller survey data to support Pay Apps and to have aerial images of construction status to reduce site visits.

***This Change affects CDD Work Phase 1, Current Total $5,957,282.34, New Total $5,994,782.34**

Addition of Clay Remediation on Commercial Tract FD-3 — Add $44,000.00

Remediate unsuitable clay soils encountered on site to provide a stable and suitable subgrade for construction.

***This Change affects Hogan Farms - Phase 1, Current Total $2,146,862.85, New Total $2,190,862.85**

The original Contract Sum was:	$	26,006,726.29
The net change by previously authorized Change Orders	$	(7,822,834.05)
The Contract Sum prior to this Change Order was:	$	18,183,892.24
The Contract Sum will be increased by this Change Order in the amount of:	$	81,500.00
The new Contract Sum including this Change Order will be:	$	18,265,392.24

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 Boulevard, Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR:19051

CE Propeller and Clay Remediation

October 6, 2026
ATT Barron Collier Companies
Project: **Brightshore Sitework Scope**

Propeller Drone Scope

1	Drone Flight Records	15	MN	$ 2,500.00	$ 37,500.00
				Total	**$ 37,500.00**

Clay Remediation

1	Clay Remediation	11,000	CY	$ 4.00	$ 44,000.00
				Total	**$ 44,000.00**

Total Proposal **$ 81,500.00**

Notes to Proposal:
Proposal for listed items only

Respectfully submitted:
SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Proposal

Signature _____

Date _____ Signature _____

Brightshore
Community Development District

Construction Matters

Consideration of Change Order #4 with SFE
Earthwork & Paving Contract for Fill Reconciliation

Change Order

No. 4

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

Date of Change Order:
October 7, 2026

Contract Date:
January 6, 2026

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

Contract for:
Brightshore CDD Phase 1
& Builders Tracts

THIS CONTRACT IS CHANGED AS FOLLOWS:

Reduction in excavation, processing, delivery, stockpiling, and blasting quantities from builder tracts and reallocating the work. Scope and quantities were revised to remove the work from the builder tracts and reallocate the required excvation and material to the CDD and Taylor Morrison Tracts.

Reduction of Stockpile & Material Handling Scope - Tract FD-7 - TOLL Deduct ($486,319.60)
***This Change affects Residentail FD-7- TOLL, Current Total $3,424,440.00, New Total $2,938,120.40**

Reduction of Stockpile & Material Handling Scope - Tract FD-6 - Christopher Alan Homes Deduct ($494,434.40)
***This Change affects Residential FD-6 - CAH, Current Total $823,100.00, New Total $328,665.60**

Reduction of Stockpile & Material Handling Scope - Tract FD-8 - Pulte Deduct ($1,458,231.00)
***This Change affects Residential FD-8 - Pulte, Current Total $3,197,480.00, New Total $1,739,249.00**

Increase of Stockpile & Material Handling Scope - Tract FD-5 - Taylor Morrison Add $30,502.20
***This Change affects Residential FD-5 - TM, Current Total $271,707.00, New Total $302,209.20**

Increase of Stockpile & Material Handling Scope - CDD - PHASE 1 Add $1,765,848.90
***This Change affects CDD- Phase 1, Current Total $5,994,782.34, New Total $7,760,631.24**

The original Contract Sum was:	$	26,006,726.29
The net change by previously authorized Change Orders	$	(7,741,334.05)
The Contract Sum prior to this Change Order was:	$	18,265,392.24
The Contract Sum will be decreased by this Change Order in the amount of:	$	(642,633.90)
The new Contract Sum including this Change Order will be:	$	17,622,758.34

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

Signature Page on Pge 2

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 Boulevard, Suite 3
Naples, FL 34110
Tel: 239-596-8111 Fax: 239-596-8112
Certified Excavation Contractor: NBR:19051

Stockpile, Excavation, Blasting/Hammering

October 7, 2026

Att Barron Collier Companies

Project **Brightshore Sitework Scope**

Toll - FD-7 Stockpile & Material Handling Scope Reduction				
Land Prep Stockpile Area Only	-6	AC	$800.00	$-4,800.00,
Excavate and Process Materials	-74,662	CY	$4.15	$-309,847.30
Deliver	-74,662	CY	$1.00	$-74,662.00
Stockpile	-74,662	CY	$0.65	$-48,530.30
Blasting	-0.48	AC	$101,000.00	$-48,480.00
			Total	**$-486,319.60**
Christopher Alan Homes - FD-6 Stockpile & Material Handling Scope Reduction				
Excavate and Process Materials	-81,068	CY	$4.15	$-336,432.20
Deliver	-81,068	CY	$1.00	$-81,068.00
Stockpile	-81,068	CY	$0.65	$-52,694.20
Blasting	-0.24	AC	$101,000.00	$-24,240.00
			Total	**$-494,434.40**
Pulte - FD-8 Stockpile & Material Handling Scope Reduction				
Excavate and Process Materials	-236,095	CY	$4.15	$-979,794.25
Deliver	-236,095	CY	$1.00	$-236,095.00
Stockpile	-236,095	CY	$0.65	$-153,461.75
Blasting	-0.88	AC	$101,000.00	$-88,880.00
			Total	**$-1,458,231.00**
Taylor Morrison - FD-5 Stockpile & Material Handling Scope Increase				
Excavate and Process Materials	5,259	CY	$4.15	$21,824.85
Deliver	5,259	CY	$1.00	$5,259.00
Stockpile	5,529	CY	$0.65	$3,418.35
			Total	**$30,502.20**
CDD – PHASE 1 – Stockpile & Material Handling Scope Increase				
Excavate and Process Materials	386,566	CY	$4.15	$1,604,248.90
Blasting/Hammering	1.60	AC	$101,000.00	$161,600.00
			Total	**$1,765,848.90**
			Total Proposal	**$-642,633.90**

Notes to Proposal:

Proposal for listed items only

Respectfully submitted:_____

SOUTH FLORIDA EXCAVATION, INC.

Acceptance of Proposal Signature _____ Date _____

Brightshore
Community Development District

Construction Matters

Ratification of Construction 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 18TH day of September, 2026 ("**Effective Date**"), by and between Taylor Morrison of Florida, Inc., a Florida corporation ("**Taylor Morrison**"), Toll Southeast LP Company, Inc., a Delaware 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, M/I Homes 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 by JHS Builders, LLC, a Florida limited liability company to CAH pursuant to that certain Assignment and Assumption of Master HOA Construction and Escrow Agreement dated September 2, 2026, and as partially assigned by that certain Partial Assignment of Master HOA Construction and Escrow Agreement by Pulte to M/I Homes on September 9, 2026, and as partially assigned by that certain Assignment and Assumption of Master HOA Construction and Escrow Agreement by Toll Bros., Inc. to Toll and M/I Homes on September 9, 2026 (collectively, 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. "Amenity" or "Master Amenity". Although the Agreement uses the terms "Amenity" and "Master Amenity" interchangeably, each such term shall have the meaning ascribed to "Master Amenity" under the Builder PSA's.

3. 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	$3,040,149.42
c.	M/I Homes (as to Toll)	$2,517,710.58
d.	Pulte	$3,919,449.60
e.	M/I Homes (as to Pulte)	$4,246,070.40
f.	CAH	$3,316,500.00

4. 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."

5. 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.

6. 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.

7. 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."

8. 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; tsmith@tollbrothers.com; legalnotices@tollbrothers.com;

swalsh1@tollbrothers.com; ssheppard@taylormorrison.com; skussner@gunster.com; felgonzalez@taylormorrison.com; chasty@mihomes.com; kbrown@mihomes.com; and ty.pryor@hklaw.com.

9. 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 (and such land bank shall have the right to assign or collaterally assign such rights and obligations to its lender or any party taking title pursuant to such lender's exercise of remedies), 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.

10. 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:_____

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: JAN C. SCHLUYER
Title: CEO

PULTE HOME COMPANY, LLC

By: Naomi Robertson
Print Name: Naomi Robertson
Title: VP Finance

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

By: _____
Print Name: _____
Title: _____

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware 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

PULTE HOME COMPANY, LLC

By:_____
Print Name:_____
Title:_____

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

By: _____
Print Name: Kevin R Brown
Title: Vice President

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware 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

PULTE HOME COMPANY, LLC

By:_____
Print Name:_____
Title:_____

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

By: _____
Print Name: _____
Title: _____

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware corporation

By:_____
Print Name:Sean Walsh
Title: Division President

TAYLOR MORRISON OF FLORIDA, INC.

By:_____
Print Name:_____
Title:_____

By:_____
Print Name:_____
Title:_____

COLEMAN, YOVANOVICH & KOESTER, P.A.

By: _____
Matthew L. Grabinski, President

PULTE HOME COMPANY, LLC

By:_____
Print Name:_____
Title:_____

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

By: _____
Print Name: _____
Title: _____

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware corporation

By:_____
Print Name:_____
Title:_____

TAYLOR MORRISON OF FLORIDA, INC.

By:_____
Print Name: Felipe Gonzalez
Title: VP of Land

By:_____
Print Name: Michael Dietenbacher
Title: Vice President

COLEMAN, YOVANOVICH & KOESTER, P.A.

By: _____
Matthew L. Grabinski, President

PULTE HOME COMPANY, LLC

By:_____
Print Name:_____
Title:_____

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

By: _____
Print Name: _____
Title: _____

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware 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

Ratification of Collier County Utility Agreement

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 9 of the Agreement is hereby amended and restated in its entirety, as follows:

9. The CCWSD agrees to provide the necessary irrigation water design flows at a variable pressure within 10% of 60 psi in the IQ water system at the Landowner's Point of Connection by the anticipated "Service Date" established as February 1, 2027. An IQ water ground storage tank and/or associated IQ water pump station may also be constructed by the CCWSD on property provided by the Landowner as growth occurs in the area.

3. Paragraph 10 of the Agreement is hereby amended and restated in its entirety, as follows:

10. The CDD agrees to provide the IQ water distribution system basis of design for review and approval by the CCWSD to ensure reliable operation at build-out based on a variable connection pressure within 10% of 60 psi.

4. 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).

5. 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.

6. 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: _____
Jeff Sonalia, Vice President

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

_____
Print Name: Gretta Loka
Address: 2000 Golden Gate Pkwy
Naples, FL 34105

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ✓ in person or ____ by online notary on this 7th day of October, 2026, by Jeff Sonalia, 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.

ANA JESSICA RAMOS
MY COMMISSION # HH 515882
EXPIRES: April 30, 2028

_____
(Signature of Notary Public)

Ana Jessica Ramos
(Printed Name of Notary Public)

WITNESSES:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Nick Casalanguida, Chairperson

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

_____
Print Name: Greta Coka
Address: 2600 Golden Gate PKWY
Naples, FL 34105

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ✓ in person or ____ by online notary on this 7th day of October, 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.

NOTARY PUBLIC STATE OF FLORIDA
ANA JESSICA RAMOS
MY COMMISSION # HH 515882
EXPIRES: April 30, 2028

_____
(Signature of Notary Public)

Ana Jessica Ramos
(Printed Name of Notary Public)

Brightshore
Community Development District

Construction Matters

Ratification of Temporary Access Easement Agreements

- Toll Brothers
- Pulte Homes

Brightshore
Community Development District

Construction Matters

Toll Brothers

INSTR 6876803 OR 6631 PG 654 RECORDED 9/22/2026 8:43 AM PAGES 10
CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $0.70 REC $86.50

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 18th day of September, 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"), Toll Southeast LP Company, Inc., a Delaware corporation and M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company (together, the "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. **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.

8. **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.

9. **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.

10. **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.

11. **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

Donna M. Tirone
Printed Name of Witness #1
Address: 2600 Golden Gate Pkwy, Naples, FL 34105

Witness #2

Juan Carrillero
Printed Name of Witness #2
Address: 2600 Golden Gate Pkwy, Naples, FL 34105

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: _____
Nick Casalanguida, as Chair

ATTESTATION OF DISTRICT MANAGER:

By: _____
G. Russell Weyer, District Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me ✓ in person or ____ by online notarization on this _____ day of September, 2026, by Nick Casalanguida, 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 State of Florida
Donna M. Tirone
My Commission HH 820131
Expires 7/8/2030

_____
Notary Public
My Commission Expires: 07-08-2030
Printed Name: Donna M. Tirone

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

Donna M. Tirone
_____
Printed Name of Witness #1
Address:
2600 Golden Gate Pkwy, Naples, FL 34105

_____
Witness #2

Juan Caballero
_____
Printed Name of Witness #2
Address:
2600 Golden Gate Pkwy, Naples, FL 34105

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me ✓ in person or ____ by online notarization on this 14th day of September, 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 State of Florida
Donna M. Tirone
My Commission HH 820131
Expires 7/8/2030

_____
Notary Public
My Commission Expires: 07-08-2030
Printed Name: Donna M. Tirone

GRANTEE:

Toll Southeast LP Company, Inc.,
a Delaware corporation

Witness #1

Molleen McDonald
Printed Name of Witness #1
Address: 24201 Walden Center Drive,
Suite 208 Bonita Springs, FL 34134

By: _____
Print Name: Sean Walsh
Title: Division President

Witness #2

Janelle Danielson
Printed Name of Witness #2
Address:24201 Walden Center Drive, Suite 208
Bonita Springs, FL 34134

STATE OF FLORIDA
COUNTY OF LEE

The foregoing was acknowledged before me _X_ in person or ____ by online notarization on this 15th day of September, 2026, by Sean Walsh, as Division President of Toll Southeast LP Company, Inc., a Delaware corporation, who is signing on behalf of the corporation and (X) who is personally known to me or (__) who produced a driver's license as identification.

(Notary Seal)

Notary Public
My Commission Expires: **10/24/2029**
Printed Name: Molleen McDonald

MOLLEEN FLORENCE MCDONALD
Notary Public - State of Florida
Commission # HH 723874
My Comm. Expires Oct 24, 2029
Bonded through National Notary Assn.

Witness #1

Juan Zuita
Printed Name of Witness #1
Address: 9530 Marketplace Rd
Ft Myers FL 33912

Valerie McChesney
Witness #2

Valerie McChesney
Printed Name of Witness #2
Address: 9530 Marketplace Rd
Ft Myers, FL 33912

GRANTEE:

M/I Homes of Ft. Myers/Naples, LLC
a Florida limited liability company

By: Kevin R. Brown
Print Name: Kevin R Brown
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing was acknowledged before me ✓ in person or ___ by online notarization on this 17th day of September, 2026, by Kevin Brown, as Vice President of M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liabilty 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.

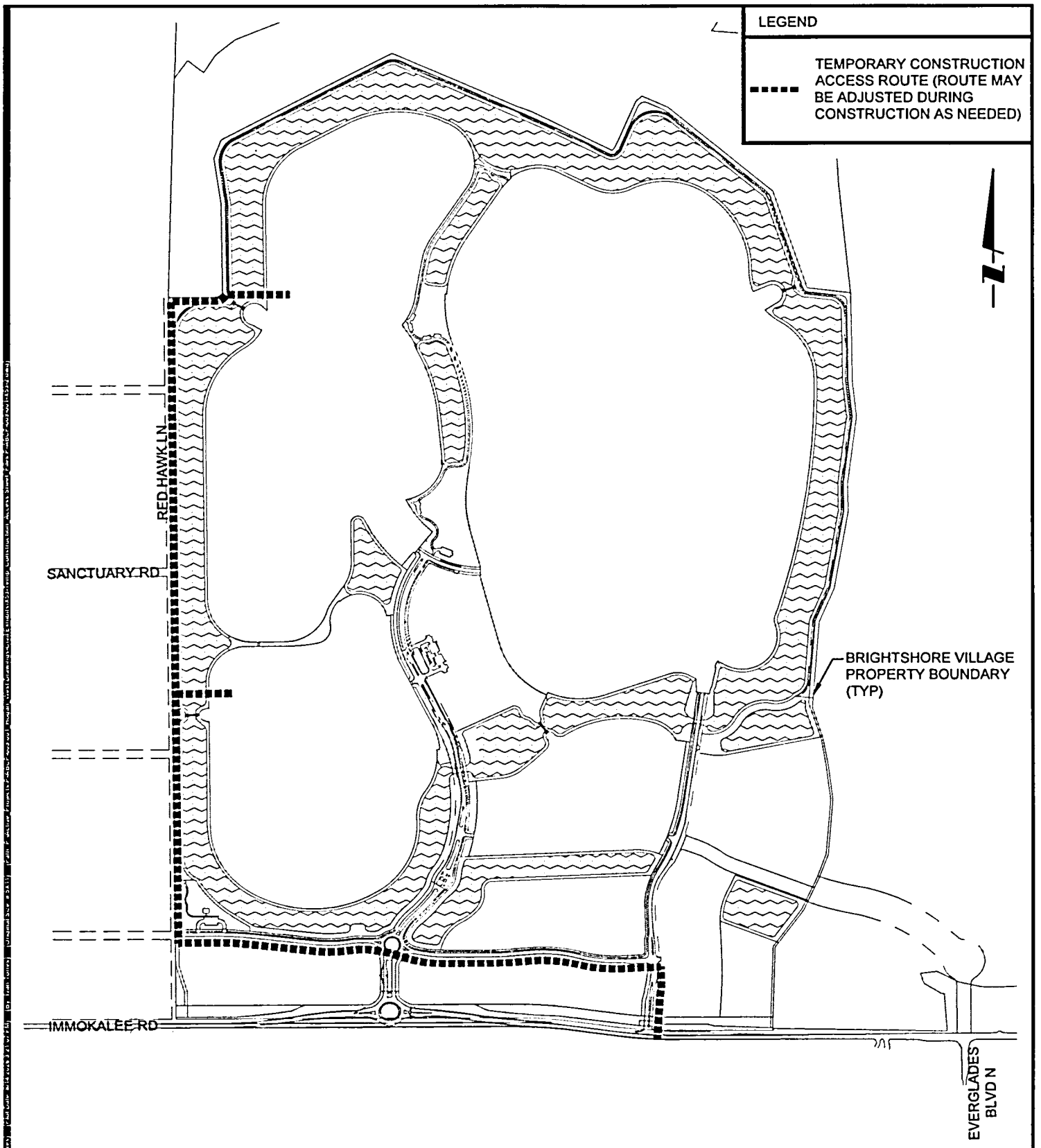
(Notary Seal)

JULIE A. DANIELEWSKI
MY COMMISSION # HH 513704
EXPIRES: April 9, 2028

Julie A. Danielewski
Notary Public
My Commission Expires: 4/9/28
Printed Name: JULIE A. DANIELEWSKI

Exhibit "A"
Easement Area

Portions of Tracts C-1, C-2, D-1, D-2, FD-1, FD-2, 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.



PENINSULA ENGINEERING

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

PROJECT: BRIGHTSHORE VILLAGE

TITLE: TEMPORARY CONSTRUCTION ACCESS EXHIBIT (TOLL BROS. & C.A.H.)

CLIENT:

Exhibit "C"
Grantee's 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.

Brightshore
Community Development District

Construction Matters

Pulte Homes

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 18TH day of September, 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 RLC-Brightshore, LLC, a Texas limited liability company ("Grantee").

RECITALS:

A. The Grantor is the owner of certain real property as described in attached 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. **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.

8. **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.

9. **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.

10. **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.

11. **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

Ana Jessica Ramos
Printed Name of Witness #1
Address: _____

2600 Golden Gate Pkwy, Naples, FL 34105

_____
Witness #2

Juan Caballero
Printed Name of Witness #2
Address: _____

2600 Golden Gate Pkwy, Naples, FL 34105

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: _____
NICK CASALANGUIDA, as CHAIR

ATTESTATION OF DISTRICT MANAGER:

By: _____
G. Russell Lyon, District Manager

STATE OF FLORIDA
COUNTY OF Collier

The foregoing was acknowledged before me ✓ in person or ____ by online notarization on this 11th day of September, 2026, by NICK CASALANGUIDA 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)

ANA JESSICA RAMOS
MY COMMISSION # HH 515882
EXPIRES: April 30, 2028

_____
Notary Public
My Commission Expires: April 30, 2028
Printed Name:
Ana Jessica Ramos

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

Ana Jessica Ramos
Printed Name of Witness #1
Address: 2600 Golden Gate Pkwy
Naples, FL 34105

_____
Witness #2

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

STATE OF FLORIDA
COUNTY OF Collier

The foregoing was acknowledged before me ✓ in person or ____ by online notarization on this 11th day of September, 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)

ANA JESSICA RAMOS
MY COMMISSION # HH 515882
EXPIRES: April 30, 2028

_____
Notary Public
My Commission Expires: April 30, 2028
Printed Name:
Ana Jessica Ramos

GRANTEE:

RLC-Brightshore, LLC,
a Texas limited liability company

By: _____
Print Name: Nick Webking
Title: President

_____
Witness #1

Jamie McGhee
Printed Name of Witness #1
Address: 600 TRAVIS STE 2800
HOUSTON TX 77002

Valerie L. Rucker
Witness #2

VALERIE L. RUCKER
Printed Name of Witness #2
Address: #2800 600 TRAVIS ST
HOUSTON TX 77002

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing was acknowledged before me X in person or ____ by online notarization on this 11th day of September, 2026, by Nick Webking, as President of RLC-Brightshore, LLC, a Texas limited liability company, who is signing on behalf of the company and (__) who is personally known to me or (X) who produced a driver's license as identification.

(Notary Seal)

LISA OLSEN
Notary Public, State of Texas
Comm. Expires 08-11-2029
Notary ID 5486075

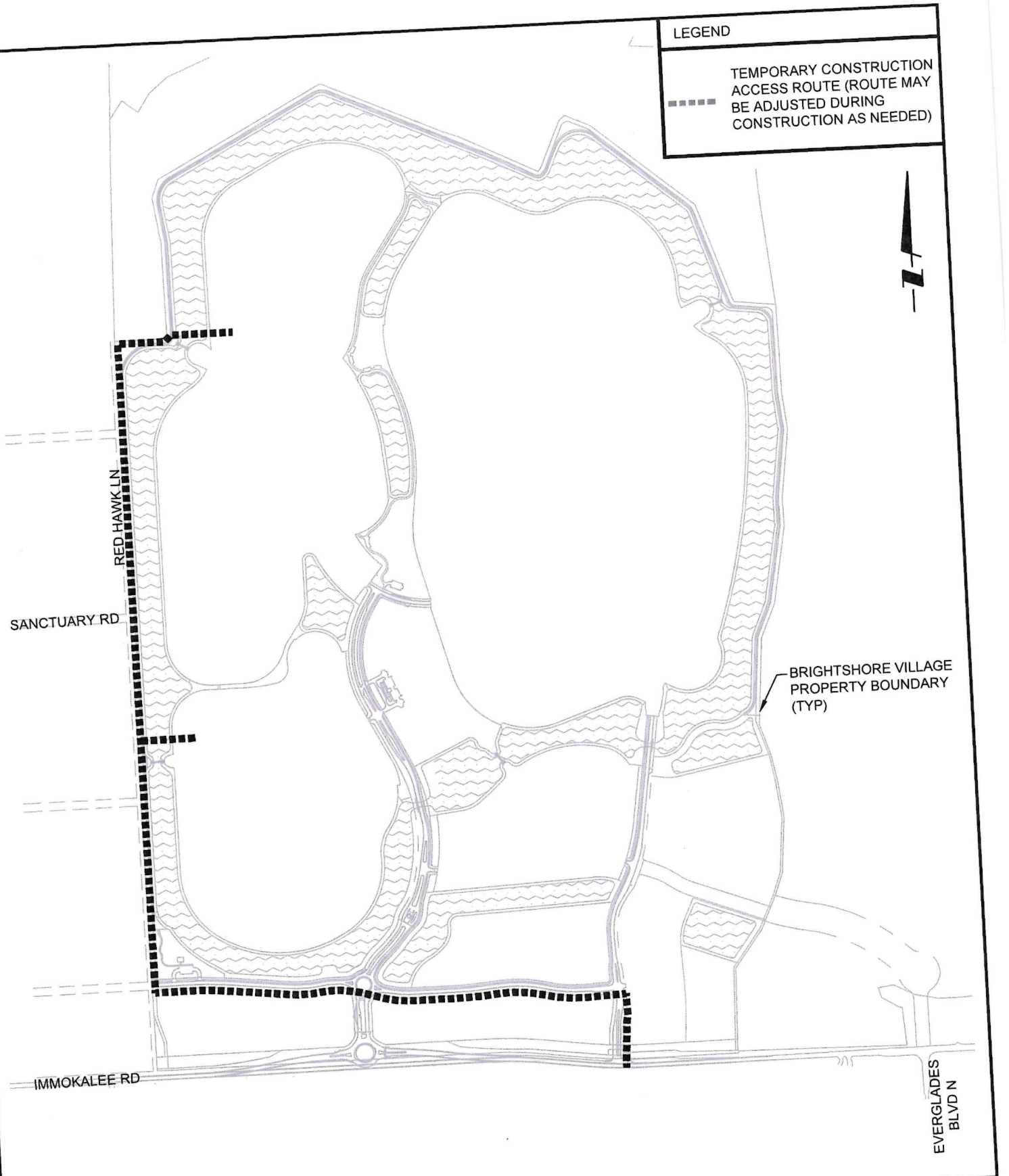
Lisa Olsen
Notary Public
My Commission Expires: 08-11-2029
Printed Name: LISA OLSEN

Exhibit "A"
Easement Area

Portions of Tracts C-1, C-2, D-1, D-2, FD-1, FD-2, 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)*]



PENINSULA ENGINEERING
• CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
• PLANNING AND ZONING • SURVEYING
• ENVIRONMENTAL SERVICES • LAND DEVELOPMENT
Florida Engineering C.A #28275
Florida Landscape C.A #LC26000632

PROJECT:
BRIGHTSHORE VILLAGE

TITLE: TEMPORARY CONSTRUCTION ACCESS EXHIBIT (TOLL BROS. & C.A.H.)

CLIENT:

Save Date: 8/14/2024 3:21:07 PM | By: Ivan Gines | Plot Date: 8/14/2024 3:21:21 PM | By: Ivan Gines | Original Size: 8.5X11 | File: P:\Active_Projects\P-ABC\P-005001 - Hoban_Work\Drawings\Civil\Temp. Construction Access\Sheet Files\P-ABC P-005001 Hoban_Temporary Construction Access Exhibit.dwg

Exhibit "C"
Grantee's 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.

Brightshore
Community Development District

Construction Matters

Ratification of Assignment and Assumption of Utility Fees

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

Brightshore
Community Development District

Construction Matters

Christopher Alan Homes

ASSIGNMENT AND ASSUMPTION OF IMPACT AND UTILITY FEE CREDITS

THIS ASSIGNMENT AND ASSUMPTION OF IMPACT AND UTILITY FEE CREDIT AGREEMENT (this "**Assignment**") is made as of September 18TH, 2026 ("**Effective Date**") by and between **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida ("**Assignor**"), whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, and **CAH - HORIZON AT BRIGHTSHORE, LLC**, a Florida limited liability company ("**Assignee**"), whose address is 6330 Techster Boulevard, Ft. Myers, Florida 33966, with reference to the following facts:

WHEREAS, Hogan Farms, LLC, a Florida limited liability company, as seller, and JHS Builders, LLC, a Florida limited liability company ("**JHS Builders**"), as buyer, entered into that certain Amended and Restated Purchase and Sale Agreement with an Effective Date of February 16, 2026, as assigned by JHS Builders to Assignee pursuant to that certain Assignment and Assumption of Amended and Restated Purchase and Sale Agreement dated September 2, 2026 (as amended, the "**PSA**"), for the sale and purchase of the Property (as defined in the PSA) in Collier County, Florida;

WHEREAS, the portion of the Property being conveyed on even date herewith is more particularly described in **Exhibit A** attached hereto ("**Tract FD-6**"); and

WHEREAS, Assignor has prepaid certain impact fee and utility connection fees described in **Exhibit B** attached hereto and made a part hereof (collectively, the "**Impact and Utility Fee Credits**") and Assignee has concurrently herewith reimbursed Assignor for one-half (1/2) of the Impact and Utility Fee Credits on even date herewith; and

WHEREAS, Assignor does hereby transfer and assign to Assignee the Impact and Utility Fee Credits and Assignee accepts and assumes the transfer and assignment of Impact and Utility Fee Credits.

NOW, THEREFORE, in consideration of the premises, the Assignor and Assignee agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this Assignment by this reference. Capitalized terms use but not defined in this Assignment shall have the meanings ascribed to them in the PSA.

2. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Impact and Utility Fee Credits in connection with Tract FD-6. Assignor represents and warrants to Assignee that Assignor has not previously assigned, transferred, conveyed or encumbered any of Assignor's right, title or interest in or to any of the Impact and Utility Fee Credits in connection with the Tract FD-6.

3. Assumption. Assignee hereby assumes all of the Assignor's right, title, and interest arising from the Impact and Utility Fee Credits in connection with Tract FD-6.

4. Cooperation. Assignor and Assignee each agree to make, execute and deliver all such further or additional instruments as may be reasonably necessary to satisfy the intents and purposes hereof, including the execution and recordation of such other forms of assignment and/or transfer as may be required by the County in order to effectuate the transfer of the Impact and Utility Fee Credits assigned hereby. Further, Assignee understands and agrees it shall reimburse CDD for any Impact and Utility Fee Credits utilized in excess of the Impact and Utility Fee Credits transferred to Assignee by this Assignment as outlined in **Exhibit B**.

5. Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title and assigns.

6. Modification of Assignment; Amendment of Agreement. No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

7. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[*Signatures on the following pages*]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above-written.

ASSIGNOR:

Brightshore Community Development District

Nick Casalanguida
Chairperson, Board of Supervisors

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization this 11th day of September, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for an on behalf of the District. He is [✓] personally known to me or who has [__] produced _____ as identification.

(Notary Seal)

ANA JESSICA RAMOS
MY COMMISSION # HH 515882
EXPIRES: April 30, 2028

Notary Public – State of Florida
Printed Name: Ana Jessica Ramos
My Commission Expires: April 30, 2028

[*Signatures continue on following page.*]

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first above-written.

ASSIGNEE:

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

By: _____
Name: Ian C. Schmoyer
Title: CEO

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [__] online notarization this 11 day of September, 2026, by Ian Schmoyer, as Manager of CAH - Horizon at Brightshore, LLC, a Florida limited liability company, on behalf of the company. He/She [X] is personally known to me or who has [__] produced a _____ as identification.

(Notary Seal)

Notary Public State of Florida
Deborah Cote
My Commission HH 338082
Expires 12/5/2026

Deborah Cote
Notary Public – State of
Printed Name: Deborah Cote
My Commission Expires: 12/5/26

EXHIBIT A

LEGAL DESCRIPTION

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

IMPACT AND UTILITY FEE CREDITS

Total Units	Total Pre-Paid ERC	Builder Impact Fee*
235	42	$432,096.00

*Reflects the total amount of prepaid impact fee and utility connection fees paid by Assignor. Assignee has reimbursed Assignor for one-half of that amount ($216,048.00) on or about the date hereof. Assignee will reimburse Assignor for the remaining one-half ($216,048.00) no later than eighteen (18) months after the Effective Date, in accordance with the PSA.

Brightshore
Community Development District

Construction Matters

Pulte Homes

ASSIGNMENT AND ASSUMPTION OF IMPACT AND UTILITY FEE CREDITS

THIS ASSIGNMENT AND ASSUMPTION OF IMPACT AND UTILITY FEE CREDIT AGREEMENT (this "**Assignment**") is made as of September 18, 2026 ("**Effective Date**") by and between **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, ("**Assignor**"), whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company ("**Pulte**"), whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, as to an undivided forty-eight percent (48%) interest, and M/I HOMES OF FT. MYERS/NAPLES, LLC, a Florida limited liability company ("**M/I Homes**"), whose address is 25074 Olympia Avenue, Punta Gorda, Florida 33950, as to an undivided fifty-two percent (52%) interest, as tenants in common (collectively, "**Assignee**"),and with reference to the following facts:

WHEREAS, Hogan Farms, LLC, as seller, and Assignee, as buyer, entered into that certain Amended and Restated Purchase and Sale Agreement with an Effective Date of February 16, 2026, as partially assigned by that certain Nomination Agreement (Partial Undivided Interest) dated September 9, 2026 by Pulte to M/I Homes (as amended, the "**PSA**"), for the sale and purchase of the Property (as defined in the PSA) in Collier County, Florida;

WHEREAS, the portion of the Property being conveyed on even date herewith is more particularly described in **Exhibit A** attached hereto ("**Tract FD-8**"); and

WHEREAS, Assignor has prepaid certain impact fee and utility connection fees described in **Exhibit B** attached hereto and made a part hereof (collectively, the "**Impact and Utility Fee Credits**") and Assignee has concurrently herewith reimbursed Assignor for one-half (1/2) of the Impact and Utility Fee Credits on even date herewith; and

WHEREAS, Assignor does hereby transfer and assign to Assignee the Impact and Utility Fee Credits and Assignee accepts and assumes the transfer and assignment of Impact and Utility Fee Credits.

NOW, THEREFORE, in consideration of the premises, the Assignor and Assignee agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this Assignment by this reference. Capitalized terms use but not defined in this Assignment shall have the meanings ascribed to them in the PSA.

2. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Impact and Utility Fee Credits in connection with Tract FD-8. Assignor represents and warrants to Assignee that Assignor has not previously assigned, transferred, conveyed or encumbered any of Assignor's right, title or interest in or to any of the Impact and Utility Fee Credits in connection with the Tract FD-8.

3. Assumption. Assignee hereby assumes all of the Assignor's right, title, and interest arising from the Impact and Utility Fee Credits in connection with Tract FD-8.

4. Cooperation. Assignor and Assignee each agree to make, execute and deliver all such further or additional instruments as may be reasonably necessary to satisfy the intents and purposes hereof, including the execution and recordation of such other forms of assignment and/or transfer as may be required by the County in order to effectuate the transfer of the Impact and Utility Fee Credits assigned hereby. Further, Assignee understands and agrees it shall reimburse CDD for any Impact and Utility Fee Credits utilized in excess of the Impact and Utility Fee Credits transferred to Assignee by this Assignment as outlined in **Exhibit B**.

5. Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title and assigns.

6. Modification of Assignment; Amendment of Agreement. No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

7. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[*Signatures on the following pages*]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above-written.

ASSIGNOR:

Brightshore Community Development District

Nick Casalanguida
Chairperson, Board of Directors

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization this 11th day of September, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District. He is [✓] personally known to me or who has [__] produced _____ as identification.

(Notary Seal)

ANA JESSICA RAMOS
MY COMMISSION # HH 515882
EXPIRES: April 30, 2028

Notary Public – State of Florida
Printed Name: Ana Jessica Ramos
My Commission Expires: April 30, 2028

[*Signatures continue on following page.*]

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first above-written.

ASSIGNEE:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

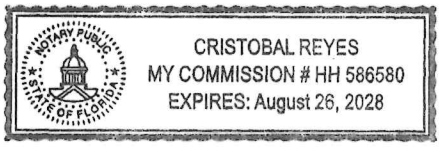
By: Naomi Robertson
Name: Naomi Robertson
Title: VP Finance

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization this 15 day of September, 2026, by Naomi Robertson, as VP Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company. He/She [✓] is personally known to me or who has [__] produced a _____ as identification.

(Notary Seal)



Notary Public State of Florida
Printed Name: Cristobal Reyes
My Commission Expires: August 26, 2028

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first above-written.

ASSIGNEE:

M/I HOMES OF FT. MYERS/NAPLES, LLC,
a Florida limited liability company

By: _____
Name: Kevin R. Brown
Title: Vice President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 7th day of September, 2026, by Kevin Brown, as Vice President of M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company, on behalf of the company. He/She [✓] is personally known to me or who has [ ] produced a _____ as identification.

(Notary Seal)

JULIE A. DANIELEWSKI
MY COMMISSION # HH 513704
EXPIRES: April 9, 2028

_____
Notary Public State of Florida
Printed Name: JULIE A. DANIELEWSKI
My Commission Expires: 4/9/28

EXHIBIT A

LEGAL DESCRIPTION

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

IMPACT AND UTILITY FEE CREDITS

Total Units	Total Pre-Paid ERC	Builder Impact Fee*
600	104	$1,069,952.00

*Reflects the total amount of prepaid impact fee and utility connection fees paid by Assignor. Assignee has reimbursed Assignor for one-half of that amount ($534,976.00) on or about the date hereof. Assignee will reimburse Assignor for the remaining one-half ($534,976.00) no later than eighteen (18) months after the Effective Date, in accordance with the PSA.

Brightshore
Community Development District

Construction Matters

Taylor Morrison

ASSIGNMENT AND ASSUMPTION OF IMPACT AND UTILITY FEE CREDITS

THIS ASSIGNMENT AND ASSUMPTION OF IMPACT AND UTILITY FEE CREDIT AGREEMENT (this "**Assignment**") is made as of September 10th, 2026 ("**Effective Date**") by and between **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and is located in Collier County, Florida ("**Assignor**"), whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, and **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation ("**Assignee**"), whose address is 28100 Bonita Grande Drive, Suite 102, Bonita Springs, Florida 34135, with reference to the following facts:

WHEREAS, Hogan Farms, LLC, as seller, and Assignee, as buyer, entered into that certain Amended and Restated Purchase and Sale Agreement with an Effective Date of February 16, 2026 (as amended, the "**PSA**"), for the sale and purchase of the Property (as defined in the PSA) in Collier County, Florida;

WHEREAS, the portion of the Property being conveyed on even date herewith is more particularly described in **Exhibit A** attached hereto ("**Tract FD-5**"); and

WHEREAS, Assignor has prepaid certain impact fee and utility connection fees described in **Exhibit B** attached hereto and made a part hereof (collectively, the "**Impact and Utility Fee Credits**") and Assignee has concurrently herewith reimbursed Assignor for one-half (1/2) of the Impact and Utility Fee Credits on even date herewith; and

WHEREAS, Assignor does hereby transfer and assign to Assignee the Impact and Utility Fee Credits and Assignee accepts and assumes the transfer and assignment of Impact and Utility Fee Credits.

NOW, THEREFORE, in consideration of the premises, the Assignor and Assignee agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this Assignment by this reference. Capitalized terms use but not defined in this Assignment shall have the meanings ascribed to them in the PSA.

2. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Impact and Utility Fee Credits in connection with Tract FD-5. Assignor represents and warrants to Assignee that Assignor has not previously assigned, transferred, conveyed or encumbered any of Assignor's right, title or interest in or to any of the Impact and Utility Fee Credits in connection with the Tract FD-5.

3. Assumption. Assignee hereby assumes all of the Assignor's right, title, and interest arising from the Impact and Utility Fee Credits in connection with Tract FD-5.

4. Cooperation. Assignor and Assignee each agree to make, execute and deliver all such further or additional instruments as may be reasonably necessary to satisfy the intents and purposes hereof, including the execution and recordation of such other forms of assignment and/or

transfer as may be required by the County in order to effectuate the transfer of the Impact and Utility Fee Credits assigned hereby. Further, Assignee understands and agrees it shall reimburse CDD for any Impact and Utility Fee Credits utilized in excess of the Impact and Utility Fee Credits transferred to Assignee by this Assignment as outlined in **Exhibit B**.

5. Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title and assigns.

6. Modification of Assignment; Amendment of Agreement. No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

7. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[*Signatures on the following pages*]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above-written.

ASSIGNOR:

Brightshore Community Development District

Nick Casalanguida
Chairperson, Board of Supervisors

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization this 14th day of September, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District. He is [✓] personally known to me or who has [__] produced _____ as identification.

(Notary Seal)

Notary Public State of Florida
Donna M. Tirone
My Commission HH 820131
Expires 7/8/2030

Notary Public – State of Florida
Printed Name: Donna M. Tirone
My Commission Expires: 07-08-2030

[*Signatures continue on following page.*]

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first above-written.

ASSIGNEE:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: _____
Name: Felipe Gonzalez
Title: VP of Land

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 11 day September, 2026, by Felipe Gonzalez, as VP of Land of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation. He/She [X] is personally known to me or who has [ ] produced a _____ as identification.

DYLAN ERDEK
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION #1828028
My Commission Expires 09/17/2028
(Notary Seal)

_____
Notary Public – State of
Printed Name: Dylan Erdek
My Commission Expires: 9/17/2028

EXHIBIT A

LEGAL DESCRIPTION

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

IMPACT AND UTILITY FEE CREDITS

Total Units	Total Pre-Paid ERC	Builder Impact Fee*
240	34	$349,792.00

*Reflects the total amount of prepaid impact fee and utility connection fees paid by Assignor. Assignee has reimbursed Assignor for one-half of that amount ($174,896.00) on or about the date hereof. Assignee will reimburse Assignor for the remaining one-half ($174,896.00) no later than eighteen (18) months after the Effective Date, in accordance with the PSA.

Brightshore
Community Development District

Construction Matters

Toll Brothers

ASSIGNMENT AND ASSUMPTION OF IMPACT AND UTILITY FEE CREDITS

THIS ASSIGNMENT AND ASSUMPTION OF IMPACT AND UTILITY FEE CREDIT AGREEMENT (this "**Assignment**") is made as of September 16th, 2026 ("**Effective Date**") by and between **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida ("**Assignor**"), whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, and **TOLL SOUTHEAST LP COMPANY, INC.**, a Delaware corporation ("**Toll Southeast**"), whose address is 2966 Commerce Park Drive, Suite 100, Orlando, Florida 32819, as to an undivided fifty-four and seven tenths percent (54.7%) interest and M/I HOMES OF FT. MYERS/NAPLES, LLC, a Florida limited liability company ("**M/I Homes**"), whose address is 25074 Olympia Avenue, Punta Gorda, Florida 33950, as to an undivided forty-five and three-tenths percent (45.3%) interest, as tenants in common (collectively, "**Assignee**") with reference to the following facts:

WHEREAS, Hogan Farms, LLC, as seller, and Toll Bros., Inc., as buyer, entered into that certain Amended and Restated Purchase and Sale Agreement with an Effective Date of February 16, 2026, as assigned by that certain Assignment and Assumption of Amended and Restated Purchase and Sale Agreement dated September 9, 2026 by Toll Bros., Inc. to Toll Southeast (as amended, the "**PSA**"), for the sale and purchase of the Property (as defined in the PSA) in Collier County, Florida;

WHEREAS, the portion of the Property being conveyed on even date herewith is more particularly described in **Exhibit A** attached hereto ("**Tract FD-7**"); and

WHEREAS, Assignor has prepaid certain impact fee and utility connection fees described in **Exhibit B** attached hereto and made a part hereof (collectively, the "**Impact and Utility Fee Credits**") and Assignee has concurrently herewith reimbursed Assignor for one-half (1/2) of the Impact and Utility Fee Credits on even date herewith; and

WHEREAS, Assignor does hereby transfer and assign to Assignee the Impact and Utility Fee Credits and Assignee accepts and assumes the transfer and assignment of Impact and Utility Fee Credits.

NOW, THEREFORE, in consideration of the premises, the Assignor and Assignee agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this Assignment by this reference. Capitalized terms use but not defined in this Assignment shall have the meanings ascribed to them in the PSA.

2. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Impact and Utility Fee Credits in connection with Tract FD-7. Assignor represents and warrants to Assignee that Assignor has not previously assigned, transferred, conveyed or encumbered any of Assignor's right, title or interest in or to any of the Impact and Utility Fee Credits in connection with the Tract FD-7.

3. Assumption. Assignee hereby assumes all of the Assignor's right, title, and interest arising from the Impact and Utility Fee Credits in connection with Tract FD-7.

4. Cooperation. Assignor and Assignee each agree to make, execute and deliver all such further or additional instruments as may be reasonably necessary to satisfy the intents and purposes hereof, including the execution and recordation of such other forms of assignment and/or transfer as may be required by the County in order to effectuate the transfer of the Impact and Utility Fee Credits assigned hereby. Further, Assignee understands and agrees it shall reimburse CDD for any Impact and Utility Fee Credits utilized in excess of the Impact and Utility Fee Credits transferred to Assignee by this Assignment as outlined in **Exhibit B**.

5. Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title and assigns.

6. Modification of Assignment; Amendment of Agreement. No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

7. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[*Signatures on the following pages*]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above-written.

ASSIGNOR:

Brightshore Community Development District

Nick Casalanguida, Board of Supervisors

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 14th day of September, 2026, by Nick Casalanguida, as Chairperson of the Board of Supervisors of Brightshore Community Development District, for and on behalf of the District. He is [✓] personally known to me or who has [ ] produced _____ as identification.

(Notary Seal)

Notary Public State of Florida
Donna M. Tirone
My Commission HH 820131
Expires 7/8/2030

Notary Public – State of Florida
Printed Name: Donna M. Tirone
My Commission Expires: 07-08-2030

[*Signatures continue on following page.*]

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first above-written.

ASSIGNEE:

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware corporation

By: _____
Name: Sean Walsh
Title: Division President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 15th day of September, 2026, by Sean Walsh, as Division President of Toll Southeast LP Company, Inc., a Delaware corporation, on behalf of the corporation. He [X] is personally known to me or who has [ ] produced a _____ as identification.

(Notary Seal)

Notary Public – State of FL
Printed Name: Molleen F. McDonald
My Commission Expires: 10/24/2029

MOLLEEN FLORENCE MCDONALD
Notary Public - State of Florida
Commission # HH 723874
My Comm. Expires Oct 24, 2029
Bonded through National Notary Assn.

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first above-written.

ASSIGNEE:

M/I HOMES OF FT. MYERS/NAPLES, LLC
a Florida limited liability company

By: _____
Name: Kevin R. Brown
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 17th day of September, 2026, by Kevin Brown, as Vice President of M/I Homes of Ft. Myers/Naples, LLC, a Florida limited liability company on behalf of the company. He/She [✓] is personally known to me or who has [ ] produced a _____ as identification.

(Notary Seal)

JULIE A. DANIELEWSKI
MY COMMISSION # HH 513704
EXPIRES: April 9, 2028

_____
Notary Public – State of Florida
Printed Name: JULIE A. DANIELEWSKI
My Commission Expires: 4/9/28

EXHIBIT A

LEGAL DESCRIPTION

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

IMPACT AND UTILITY FEE CREDITS

Total Units	Total Pre-Paid ERC	Builder Impact Fee*
408	70	$720,160.00

*Reflects the total amount of prepaid impact fee and utility connection fees paid by Assignor. Assignee has reimbursed Assignor for one-half of that amount ($360,080.00) on or about the date hereof. Assignee will reimburse Assignor for the remaining one-half ($360,080.00) no later than eighteen (18) months after the Effective Date, in accordance with the PSA.

Brightshore
Community Development District

Construction Matters

Discussion of Updates on Construction Projects

Brightshore
Community Development District

Financing Matters

Ratification of Requisition Nos. 12 - 14

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: 12

(B) Name of Payees: Quality Precast Solutions
Ferguson US Holdings, Inc.
Foley Products Company
South Florida Excavation Inc.
Peninsula Improvement Corporation
Capling Leveling

(C) Amount Payable: $1,995,920.31 Broken Down as follows:

Check payable to:	Number of Invoices	Invoices Date Range	Invoice Date	CDD Amt. Due
QUALITY PRECAST SOLUTIONS	6	08/17/2026 to 08/24/2026		$42,148.19
FERGUSON US HOLDINGS INC	5	08/12/2026 to 08/25/2026		$353,432.40

Check payable to: (Separate Checks)		Invoice Number	Invoice Date	CDD Amt. Due
FOLEY PRODUCTS COMPANY		1223713	8/31/2026	$4,556.28
SOUTH FLORIDA EXCAVATION INC		DRAW 5/CDD PHASE 1	7/20/2026	$366,773.31
SOUTH FLORIDA EXCAVATION INC		DRAW 3/RAB	6/30/2026	$403,450.02
SOUTH FLORIDA EXCAVATION INC		DRAW 4/CDD PHASE 1	6/20/2026	$529,544.94
SOUTH FLORIDA EXCAVATION INC		DRAW 2/RAB	5/31/2026	$276,464.06
PENINSULA IMPROVEMENT CORP.		GC-0004627	8/17/2026	$1,490.00
CAPLING LEVELING, INC		DRAW 9/BTL-FINAL	7/14/2026	$18,061.11
			SUBTOTAL:	$1,600,339.72
			REQUISITION #12 SUBTOTAL:	$1,995,920.31

(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.: 12

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.: 12

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: 13

(B) Name of Payees: Quality Precast Solutions
Peninsula Improvement Corporation
Ferguson US Holdings, Inc.
Jensen Underground Utilities, Inc.
Contech Engineered Solutions, LLC
Xylem Water Solutions U.S.A., Inc.

(C) Amount Payable: $2,288,125.69 Broken Down as follows:

Check payable to:	Invoice Number	Invoice Date	CDD Amt. Due
QUALITY PRECAST SOLUTIONS LLC	15472	9/4/2026	$8,748.00
	15473	9/4/2026	$8,794.33
	15548	9/14/2026	$13,753.90
	15547	9/14/2026	$6,561.00
		CHECK TOTAL:	**$37,857.23**

Check payable to: *(Separate Checks)*	Invoice Number	Invoice Date	CDD Amt. Due
PENINSULA IMPROVEMENT CORP.	ENG-0004597	7/29/2026	$26,871.81
FERGUSON US HOLDINGS INC	1737043-1	9/3/2026	$39,636.00
JENSEN UNDERGROUND UTILITIES INC	DRAW 2/CDD	6/30/2026	$245,489.40
JENSEN UNDERGROUND UTILITIES INC	DRAW 3/UTIL & DR	7/31/2026	$1,322,049.23
CONTECH ENGINEERED SOLUTIONS LLC	34620039	8/17/2026	$612,900.02
XYLEM WATER SOLUTIONS USA INC	3556E36432	8/21/2026	$3,322.00
		SUBTOTAL:	**$2,250,268.46**
		REQ. #13 TOTAL:	**$2,288,125.69**

(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.: 13

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.: 13

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: 14

(B) Name of Payees: South Florida Excavation, Inc.
Ferguson Enterprises, LLC
Peninsula Improvement Corporation
Hogan Farms, LLC

(C) Amount Payable: $380,338.39 Broken Down as follows:

Check payable to: *(Separate Checks)*	Invoice Number	Invoice Date	CDD Amt. Due
South Florida Excavation, Inc	DRAW 4/RAB	7/31/2026	$332,872.65
Ferguson Enterprises,LLC	1742841	8/25/2026	$15,924.00
Peninsula Improvement Corporation	ENG-0004787/CDD	8/28/2026	$29,111.70
Hogan Farms, LLC	INV00028	8/31/2026	$830.04
Peninsula Improvement Corporation	GC-0004800	9/14/2026	$1,600.00
		REQ #14 TOTAL:	**$380,338.39**

(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.: 14

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.: 14

Brightshore
Community Development District

Financing Matters

Review and Acceptance of August Monthly Financials

Brightshore CDD

August 2026 Financial Report

August 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 8/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Assets					
Current Assets					
General Checking Account	$ 63,837.59				$ 63,837.59
Due From Other Funds	47,582.75				47,582.75
Series 2026 Debt Service Reserve		$ 1,176,841.25			1,176,841.25
Series 2026 Revenue		66.68			66.68
Series 2026 Capitalized Interest		2,809,985.30			2,809,985.30
Dividends Receivable		11,835.64			11,835.64
Series 2026 Acquisition/Construction			$ 17,456,062.53		17,456,062.53
Series 2026 Cost of Issuance Bond			4,747.68		4,747.68
Dividends Receivable			52,997.35		52,997.35
Utility and Impact Fee Credits			2,572,000.00		2,572,000.00
Total Current Assets	$ 111,420.34	$ 3,998,728.87	$ 20,085,807.56	$ -	$ 24,195,956.77
Investments					
Amount Available in Debt Service Funds				$ 3,986,893.23	$ 3,986,893.23
Amount To Be Provided				30,473,106.77	30,473,106.77
Total Investments	$ -	$ -	$ -	$ 34,460,000.00	$ 34,460,000.00
Total Assets	$ 111,420.34	$ 3,998,728.87	$ 20,085,807.56	$ 34,460,000.00	$ 58,655,956.77
Liabilities and Net Assets					
Current Liabilities					
Retainage Payable			$ 409,648.24		$ 409,648.24
Due To Other Funds			47,582.75		47,582.75
Total Current Liabilities	$ -	$ -	$ 457,230.99	$ -	$ 457,230.99
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	$ -	$ -	$ 457,230.99	$ 34,460,000.00	$ 34,917,230.99
Net Assets					
Net Assets - General Government	$ 48,494.82				$ 48,494.82
Current Year Net Assets - General Government	62,925.52				62,925.52
Current Year Net Assets, Unrestricted		$ 3,998,728.87			3,998,728.87
Net Assets, Unrestricted			$ 189.57		189.57
Current Year Net Assets, Unrestricted			19,628,387.00		19,628,387.00
Total Net Assets	$ 111,420.34	$ 3,998,728.87	$ 19,628,576.57	$ -	$ 23,738,725.78
Total Liabilities and Net Assets	$ 111,420.34	$ 3,998,728.87	$ 20,085,807.56	$ 34,460,000.00	$ 58,655,956.77

Brightshore CDD
Statement of Activities
As of 8/31/2026

	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	$ 52,066.32			52,095.89
Debt Proceeds		4,940,505.92			4,940,505.92
Inter-Fund Transfers In			$ (52,095.89)		(52,095.89)
Debt Proceeds			29,519,494.08		29,519,494.08
Total Revenues	$ 151,504.57	$ 4,992,572.24	$ 29,467,398.19	$ -	$ 34,611,475.00
Expenses					
Management	$ 41,250.00				$ 41,250.00
Engineering	10,940.00				10,940.00
District Counsel	17,045.30				17,045.30
Assessment Administration	1,250.00				1,250.00
Professional Services, Accounting	5,290.00				5,290.00
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	5,512.00				5,512.00
Interest Payments - Series 2026		$ 255,054.17			255,054.17
Other Debt Service Costs		806,025.50			806,025.50
Bank Fees			$ 160.00		160.00
District Counsel			28,387.00		28,387.00
Engineering			16,293.75		16,293.75
Capital Expenditures			10,027,178.16		10,027,178.16
Trustee Services - Debt Proceeds			6,750.00		6,750.00
Management - Debt Proceeds			10,000.00		10,000.00
Engineering - Debt Proceeds			19,635.00		19,635.00
District Counsel - Debt Proceeds			47,902.00		47,902.00
Trustee Counsel - Debt Proceeds			6,500.00		6,500.00
Bond Counsel - Debt Proceeds			45,000.00		45,000.00
Assessment Administration - Debt Proceeds			15,000.00		15,000.00
Other Debt Service Costs - Debt Proceeds			2,500.00		2,500.00
Total Expenses	$ 88,579.05	$ 1,061,079.67	$ 10,225,305.91	$ -	$ 11,374,964.63
Other Revenues (Expenses) & Gains (Losses)					
Dividend Income		$ 67,236.30			$ 67,236.30
Dividend Income			$ 386,294.72		386,294.72
Total Other Revenues (Expenses) & Gains (Losses)	$ -	$ 67,236.30	$ 386,294.72	$ -	$ 453,531.02
Change In Net Assets	$ 62,925.52	$ 3,998,728.87	$ 19,628,387.00	$ -	$ 23,690,041.39
Net Assets At Beginning Of Year	$ 48,494.82	$ -	$ 189.57	$ -	$ 48,684.39
Net Assets At End Of Year	$ 111,420.34	$ 3,998,728.87	$ 19,628,576.57	$ -	$ 23,738,725.78

Brightshore CDD
Budget to Actual
For the Month Ending 08/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Revenues					
Developer Contributions	$ 151,475.00	$ 138,852.08	$ 12,622.92	$ 151,475.00	100.00%
Net Revenues	**$ 151,475.00**	**$ 138,852.08**	**$ 12,622.92**	**$ 151,475.00**	**100.00%**
General & Administrative Expenses					
Management	$ 41,250.00	$ 38,500.00	$ 2,750.00	$ 42,000.00	98.21%
Engineering	10,940.00	18,333.33	(7,393.33)	20,000.00	54.70%
District Counsel	17,045.30	36,666.67	(19,621.37)	40,000.00	42.61%
Assessment Administration	1,250.00	16,958.33	(15,708.33)	18,500.00	6.76%
Professional Services, Accounting	5,290.00	5,500.00	(210.00)	6,000.00	88.17%
Audit	3,700.00	6,416.67	(2,716.67)	7,000.00	52.86%
Legal Advertising	1,384.69	6,875.00	(5,490.31)	7,500.00	18.46%
Miscellaneous	232.06	458.33	(226.27)	500.00	46.41%
Web Site Maintenance	1,800.00	2,750.00	(950.00)	3,000.00	60.00%
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00	100.00%
General Insurance	5,512.00	6,233.33	(721.33)	6,800.00	81.06%
Total General & Administrative Expenses	**$ 88,579.05**	**$ 138,852.08**	**$ (50,273.03)**	**$ 151,475.00**	**58.48%**
Total Expenses	**$ 88,579.05**	**$ 138,852.08**	**$ (50,273.03)**	**$ 151,475.00**	**58.48%**
Income (Loss) from Operations	**$ 62,895.95**	**$ -**	**$ 62,895.95**	**$ -**	
Other Income (Expense)					
Interest Income	$ -	$ -	$ -	$ -	
Total Other Income (Expense)	**$ -**	**$ -**	**$ -**	**$ -**	
Net Income (Loss)	**$ 62,895.95**	**$ -**	**$ 62,895.95**	**$ -**	

Brightshore
Community Development District

Other Business

District Management

Designating Public Records Custodian

DESIGNATIONS BY SECRETARY RELATED TO PUBLIC RECORDS

I, Vivian Carvalho, as Secretary of the Brightshore Community Development District ("District") Board of Supervisors, hereby make the following designation and/or appointment:

Vivian Carvalho is designated as a custodian of public records for the District under section 119.011(5), Florida Statutes. Any prior designation of a designee by a Secretary is hereby rescinded.

AND/OR

Vivian Carvalho is appointed as the District's Records Management Liaison Officer under section 257.36(5)(a), Florida Statutes. Any prior appointment of a Records Management Liaison Officer by a Secretary is hereby rescinded.

Printed Name: VIVIAN CARVALHO

Secretary, District Board of Supervisors

Date: 10/5/2026