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, November 9, 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 October 12, 2026, Meeting Minutes — Exhibit 2
5. **Administrative Matters**
   - A. Consideration of Resolution 2027-01, Ratifying the Actions of the District Manager and District Staff in Noticing the Landowners' Meeting — Exhibit 3
6. **Budgetary Matters**
   - A. None to be considered at this time.
7. **Construction Matters**
   - A. Consideration of Second Amendment to Master HOA Construction and Escrow Agreement — Exhibit 4
   - B. Consideration of Street and Security Lighting for Brightshore Phase 1 with LCEC — Exhibit 5
   - C. Consideration of LCEC Easement — Exhibit 6
   - D. Consideration of Cost Share Agreement with Brightshore Master POA for Landscape & Irrigation Project with Sunnygrove — Exhibit 7
   - E. Consideration of Jensen Utility and Drainage Change Order #3 — Exhibit 8

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F. Consideration of Pen- Construction Change Order #1 for Bridge Inspection — Exhibit 9
G. Ratification of Contractor Agreement with Sunnygrove Landscaping and Nursery Inc. — Exhibit 10
H. Discussion of Updates on Construction Projects — Exhibit 11

8. Financing Matters

A. Consideration of PFM Financial Advisory Agreement for Financial Advisory Services — Exhibit 12
B. Consideration of Agreement with Raymond James for Underwriting Services — Exhibit 13
C. Ratification of Requisitions No. 15 & 16 — Exhibit 14
D. Review and Acceptance of September Monthly Financials — Exhibit 15

Other Business

A. Staff Reports:
- District Manager
  - A. Disclosure of Conflict of Interest and Other Important MA Info — Exhibit 16
- 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 Jennifer Hansen, 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 November 9, 2026 General Meeting was published on the publicly accessible website https://notices.collierclerk.com as designated by Collier County, Florida on 11/02/2026 until 11/03/2026.

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

by: Jennifer Hansen
(Affiant Signature)

Jennifer Hansen
(Affiant Printed Name)

Sworn to and subscribed before me this 11/03/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller

By: Martha Vergara
(Deputy Clerk Signature)

Martha Vergara 11/3/2026
(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, November 9, 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 October 12, 2026, Meeting Minutes

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

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Monday, October 12, 2026
Barron Collier Companies Offices
2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105
2:00 p.m.

Board Members present at roll call:

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

Also present were:

Vivian Carvalho	PFM Management Services LLC	
Russ Weyer	PFM Management Services LLC	
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 2:02 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 September 14, 2026, Meeting Minutes – Exhibit 2

The Board reviewed the minutes.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved September 14, 2026, Board of Supervisors Meeting Minutes.

FOURTH ORDER OF BUSINESS **Administrative Matters**

Consideration of Fiscal Year 2026 Audit Engagement Letter – Exhibit 3

Ms. Carvalho noted that this engagement letter initiates Fiscal Year 2026.

Mr. Weyer noted the fee increase due to taking over the bonds.

Ms. Carvalho confirmed that with the increase, this item is still within the budget.

Ms. Weyer noted there needs to be an update to the Districts address.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board approved Fiscal Year 2026 Audit Engagement Letter.

Ratification of Fiscal Year 2027 Insurance Policy – Exhibit 4

Ms. Carvalho reviewed the insurance policy with the Board.

It was noted that Ms. Marinelli signed this outside of a meeting.

There was brief discussion regarding policy terms and additional coverages.

ON MOTION by Ms. Marinelli, seconded by Stockman, with all in favor, the Board ratified Fiscal Year 2027 Insurance Policy.

Ratification of Major User Agreement with Collier County for Irrigation IQ Water – Exhibit 5

Ms. Johnson reviewed the agreement with the Board. She noted that the original agreement was outdated per the county and since there have been several versions in between. This agreement combines all the versions into one agreement.

Mr. Casalanguida questioned the county's rights to terminate and asked if there is a time frame in the agreement.

Ms. Johnson noted that there is an 180-time frame to discuss issues within the agreement.

Ms. Johnson noted the agreements are supposed to be on the November agenda for Collier County.

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

FIFTH ORDER OF BUSINESS **Budgetary Matters**

Ratification of Assignment of True-Up Agreements – Exhibit 6

- **Toll Brothers**
- **Pulte Homes**

Ms. Wilson reviewed the agreements with the Board. She noted the District did not anticipate the inclusion of M/I Homes. The builders have requested M/I Homes be added to the True-Up Agreements.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board ratified Assignment of True-Up Agreements to include M/I Homes.

Ratification of Fiscal Year 2027 Builder Funding Agreements – Exhibit 7

- **Toll Brothers**
- **Pulte Homes**

Ms. Carvalho noted that this agreement is in conjunction with the previous agreement Ms. Wilson reviewed.

Ms. Wilson noted this is the Builder Funding Agreement with the inclusion of M/I Homes.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board ratified Fiscal Year 2027 Builder Funding Agreements to include M/I Homes.

SIXTH ORDER OF BUSINESS **Construction Matters**

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

Ms. Johnson noted that Mr. Tryka reviewed the change order last week and requested additional language to clarify propeller subscription.

Ms. Johnson reviewed the clay remediation for commercial tract FD3 with the Board.

ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board approved Change Order #3 with SFE Earthwork & Paving Contract for Propeller Subscription and Clay Removal.

Consideration of Change Order #4 with SFE Earthwork & Paving Contract for Fill Reconciliation – Exhibit 19

Ms. Johnson reviewed the change order with the Board. She noted that there was additional language needed per Mr. Tryka.

Ms. Johnson noted the change order is reducing excavation, processing delivery and stockpiling with lasting quantities to the builder tracts and reallocating that work.

There was brief Board discussion regarding the changes.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved Change Order #4 with SFE Earthwork & Paving Contract for Fill Reconciliation, in substantial form.

Ratification of Construction Escrow Agreement – Exhibit 10

Ms. Wilson noted that agreement adds M/I Homes to the Escrow Agreement.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board ratified Construction Escrow Agreement.

Ratification of Collier County Utility Agreements – Exhibit 11

Mr. Casalanguida reviewed the conditions of the agreement with Ms. Johnson.

ON MOTION by Mr. Hurst, seconded by Mr. Casalanguida, with all in favor, the Board ratified Collier County Utility Agreements.

Ratification of Temporary Access Easement Agreements – Exhibit 12

- **Toll Brothers**
- **Pulte Homes**

Ms. Wilson reviewed the agreement and noted the only change was the addition of M/I Homes.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board ratified Temporary Access Agreements to include M/I Homes.

Ratification of Assignment and Assumption of Utility Fees – Exhibit 13

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

Mr. Casalanguida noted concerns regarding issues with the County.

Ms. Wilson noted that PFM has prepared a ledger of 250 credits and will have to keep tract of the builder CO's.

There was brief Board discussion regarding reimbursements and credits.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board ratified Assignment and Assumption of Utility Fees, in substantial form.

Discussion of Updates on Construction Projects – Exhibit 14

Ms. Johnson noted that construction is ongoing. The ariels received are for the northwestern portion of the project where Toll Brothers is located. She reviewed the changes to the amenity permitting between the Master Association and Christopher Alan Homes.

Mr. Casalanguida questioned if traffic had been shifted from the roundabout. Ms. Johnson noted that the power pole that conflicted with the roundabout has been relocated.

There was discussion amongst the Board regarding phasing plans.

Ms. Johnson noted that the they are waiting for the final inspection with the county for the right turn lane.

Ms. Johnson briefly discussed Tract R2, owned by the District that will be conveyed to the county upon completion of the roundabout, for ownership and maintenance.

ON MOTION by Mr. Hurts, seconded by Mr. Casalanguida, with all in favor, the Board authorized the Chair and District staff to take actions related to the conveyance of the subject property to Collier County for final ownership.

SEVENTH ORDER OF BUSINESS **Financing Matters**

Ratification of Requisition Nos. 12 – 14 – Exhibit 15

The Board reviewed the Requisitions.

Ms. Carvalho noted that these requisitions have been signed off by the vendor, the engineer and the authorized officer.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board ratified Requisitions Nos. 12 - 14.

Review and Acceptance of August Monthly Financials – Exhibit 16

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

There was brief discussion regarding the financials.

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

EIGHTH ORDER OF BUSINESS **Other Business**

Staff Reports

District Manager – Ms. Carvalho reviewed Designating Public Records Custodian.

District Counsel – No report.

District Engineer – No report.

Board Members' Comments/Requests

Mr. Casalanguida noted there are meetings set up 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. Casalanguida, seconded by Mr. Hurst, with all in favor, the October 12, 2026, Board of Supervisors' Meeting of the Brightshore Community Development District was adjourned at 3:01 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson/Vice Chairperson

Brightshore
Community Development District

Adminstrative Matters

Consideration of Resolution 2027-01, Ratifying the Actions of the District Manager and District Staff in Noticing the Landowners' Meeting

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND DISTRICT STAFF IN NOTICING THE LANDOWNERS' MEETING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brightshore Community Development District ("**District**") was established by Collier County Ordinance No. 2022-50 for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

WHEREAS, the District Manager and District staff scheduled the date of the landowners' meeting for November 16, 2020, at 2:00 p.m. at 2600 Golden Gate Parkway, Naples, Florida 34105; and caused notice thereof to be provided pursuant to Florida law; and

WHEREAS, the Board desires to ratify all the actions taken by the District Manager and District staff in setting the landowner's meeting for November 16, 2026.

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

SECTION 1. The actions of the District Manager and District staff in scheduling and noticing the landowners' meeting in accordance with Section 190.006(2), *Florida Statutes*, to elect three (3) supervisors of the District, to be held on November 16, 2026, at 2:00 p.m. at 2600 Golden Gate Parkway, Naples, Florida 34105, are hereby ratified and approved.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of November, 2026.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Vice/Chairperson, Board of Supervisors

Brightshore
Community Development District

Construction Matters

Consideration of Second Amendment to Master HOA Construction and Escrow Agreement

SECOND AMENDMENT TO MASTER HOA CONSTRUCTION AND ESCROW AGREEMENT

[BRIGHTSHORE AMENITY, INCLUDING GATEHOUSE AND MONUMENT SIGNAGE]

This Second Amendment to Master HOA Construction and Escrow Agreement ("**Amendment**") is made effective as of this 9th day of November, 2026, 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).

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, and as amended by First Amendment dated as of September 18, 2026 (collectively, the "**Agreement**"); 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 be deemed to mean (a) the definition ascribed to "Master Amenity" under the Builder PSA's, AND (b) the gatehouse for the residential portions of the Village, as well as the monument signage for the Village, such signage to be installed at the main entrance off Immokalee Road.

3. 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 electronically and in several counterparts, each of which shall be deemed an original but together shall constitute one agreement. A facsimile or electronic signature shall be deemed to have the effect of an original to the party so delivering such signature.

Signatures appear on the following page(s).

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

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

By:_____
Brian Goguen, Chief Investment Officer

By: _____
Jeff Sonalia, Chief Financial Officer

BRIGHTSHORE MASTER PROPERTY OWNERS' ASSOCIATION, INC.

By:_____
Cee Cee Marinelli, President

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

By:_____
Nick Casalanguida, Chairman

ATTESTATION OF DISTRICT MANAGER:

By:_____
_____, District Manager

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

By:_____
Print Name:_____
Title:_____

PULTE HOME COMPANY, LLC

By:_____
Print Name:_____
Title:_____

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

By: _____
Print Name: _____
Title: _____

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware corporation

By:_____
Print Name:_____
Title:_____

TAYLOR MORRISON OF FLORIDA, INC.

By:_____
Print Name:_____
Title:_____

By:_____
Print Name:_____
Title:_____

Brightshore
Community Development District

Construction Matters

Consideration of Street and Security
Lighting for Brightshore Phase 1 with LCEC

LCEC Account Number: 6343710518

Street/Security Lighting Agreement

In accordance with the following terms and conditions, BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer), located at
3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817
on this 9TH day of NOVEMBER , 2026 from Lee County Electric Cooperative, Inc. (hereinafter called LCEC), a non-profit corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities located in Tracts R-5 and R-6 of the Brightshore Village plat, recorded in Plat Book 78, Pages 1-24 in COLLIER County, Florida.

The Light will be installed at BRIGHTSHORE PHASE 1 as per the "WR401411120" plans dated 11/3/2026 (Specific location of light on the said property).

(a) Installation and/or removal of LCEC-owned facilities described as follows:

Lights Installed		Lights Removed	
Fixture Type	# Installed	Fixture Type	# Removed
140W LED COBRA	44		
AURORA LED	58		

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
18' CANTERBURY	58		
30' CONCRETE	44		

(b) Modification to existing facilities other than described above (explain fully): New Street Lighting Agreement.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

LCEC AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement.

   For the purposes of this agreement, LCEC shall charge and collect for electric lighting service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

Monthly Rate:

The monthly rate is subject to change.

Energy	Fixture	Pole	Total
COBRA $2.71	$14.70	$9.42	$26.83 per light
AURORA $2.03	$36.60	$24.11	$62.74 per light

Power Cost Adjustment:

The amount computed at the above rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the LCEC power cost adjustment clause which is part of this rate schedule.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the Lee County Electric Cooperative, Inc.'s power cost adjustment clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Lee County Electric Cooperative, Inc.'s tax adjustment clause which is a part of this rate schedule.

THE CUSTOMER AGREES:

1.

☐ Customer is the owner of the real property upon which the requested facility is to be located. Customer is duly authorized to enter into this Agreement, grant permission for the facility to be located upon the property and agrees to abide by all terms and conditions of this Agreement including payment.

☒ Customer is the Community Development District or the Developer of the property upon which the requested facility is to be located. Customer is duly authorized to enter into this Agreement, grant permission for the facility to be located upon the property and agrees to abide by all terms and conditions of this Agreement including payment.

2. To pay a connection fee in the amount of $20,400.00 for the light, along with the Cost in Aid of Construction fee prior to LCEC's initiating the requested installation or modification.

3. To purchase from LCEC all of the electric energy used for the operation of the Street Lighting System.

4. To be responsible for paying, when due, all bills rendered by LCEC pursuant to LCEC's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

5. If requested by LCEC to provide access, final grading and good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-

LCEC underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of LCEC facilities associated with the Street Lighting System.

6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by LCEC to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

1. Modifications to the facilities provided by LCEC under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of LCEC street lighting facilities is defined as the following:

a) the addition of street lighting facilities:
b) the removal of street lighting facilities; and
c) the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in LCEC's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

2. LCEC will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-way's or easements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of LCEC street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

3. LCEC may, at any time; substitute for any luminaries/lamp installed hereunder another luminaries/lamp which shall be of at least equal illuminating capacity and efficiency.

4. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

5. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to LCEC an amount equal to the original installed cost of the facilities provided by LCEC under this agreement less any salvage value and any depreciation, plus removal costs.

6. LCEC will not be required to install equipment at any location where the service may be objectionable to others. If it is found that the light is objectionable after it is installed, LCEC may at its option terminate the service.

7. The lighting equipment shall remain the property of the LCEC. The customer shall protect the lighting equipment from deliberate damage. The customer shall reimburse the Lee County Electric Cooperative, Inc., for the cost of maintenance which is caused by vandalism

8. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, LCEC may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of LCEC to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by LCEC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

9. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and LCEC shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of LCEC, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its distribution or other electrical equipment.

10. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and LCEC, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by LCEC to third parties.

11. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and LCEC.

12. This Agreement is subject to LCEC's currently effective Tariff on file with Florida Public Service Commission (FPSC), including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC. In the event of any conflict between the terms of this Agreement and the provisions of the LCEC Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

13. Attorney's Fees and Costs. in the event of any dispute regarding the construction or enforcement of the terms of this Agreement, or any other dispute arising from this Agreement, the prevailing party in any resulting litigation shall be entitled to recover from the non-prevailing party, in addition to whatever other relief may be awarded, all legal expenses and attorney’s fees incurred by the prevailing party, whether at trial or on appeal.

14. Venue. This Agreement is entered into in Lee County Florida, and any litigation arising out of this Agreement shall be brought in the Court of competent jurisdiction in and for Lee County, Florida

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representative to be effective as of the day and year first written above.

Charges and Terms Accepted: BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
Customer (Print or Type Name or Organization)

Account # 6343710518

By: _____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title: _____

LEE COUNTY ELECTRIC COOPERATIVE, INC.

By: _____
(Signature)

_____
(Print or Type Name)

Title: _____

Please return with payment or pay online at: www.LCEC.net and click "PAY NOW"
LCEC
433 N 15th St.
Immokalee, FL 34142
Fax: 239-995-4287
You may also send signed agreement using Secure Document upload at LCEC.net

Brightshore
Community Development District

Construction Matters

Consideration of LCEC Easement

Prepared By: Engineering Department
Steve Sousa

Lee County Electric Cooperative, Inc.
Post Office Box 3455
N. Ft. Myers, FL 33918-3455

WO # 400547239
Parcel ID: 00114480008

3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817

Brightshore Community Development Distric

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that ~~**Barron Collier Partnership, a Florida partnership,**~~ whose post office address is ~~**2600 Golden Gate Parkway, Naples, FL 34105,**~~ as Grantor, in consideration of the **sum of ONE ($1.00) dollars** and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to **Lee County Electric Cooperative, Inc**., a Florida not for profit corporation, as Grantee, whose post office address is **Post Office Box 3455, North Fort Myers, Florida 33918**, and to its successors and assigns (the term "assigns" meaning any person, firm, or corporation owning by way of assignment all rights under this Agreement or a portion of such rights, with the Grantee or its other assigns retaining and exercising the other rights), a non-exclusive easement for a right-of-way to be used for the construction, operation, and maintenance of one or more overhead and underground electric distribution or transmission lines, including, but not limited to, wires, poles, cables, conduits, anchors, guys, and roads, trails, and equipment associated therewith, attachments and appurtenant equipment for fiber optic telecommunications and television purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon, and across the lands of the Grantor situated in the **County of Collier** and **State of Florida** and being more particularly described as follows:

SEE ATTACHED EXHIBIT(s) "A"

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove, or relocate such facilities or any part of them upon, across, over, or under the right-of-way described above with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, including, but not limited to, the right to trim, spray, cut, and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjacent to said right-of-way that may interfere with the proper construction, operation, and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above-ground markers and other suitable markers, and the right of ingress and egress for Grantee, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

By the execution and delivery hereof, Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written permission of the Grantee, or its successors or assigns, and no building, well, irrigation system,

drainage system, structure, obstruction, or improvement (including any improvements for recreational activities) shall be located, constructed, maintained, or operated over, under, upon, or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use, and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this _____ day of _____ 2026.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

~~**Barron Collier Partnership, a Florida partnership**~~

_____
First Witness (Signature)

By: _____

Chairperson, Board of Supervisors

_____
Printed, Typed, or Stamped Name of First Witness

_____,
Printed, Typed, or Stamped Name

Address

~~Its Authorized Member~~

_____

_____
Second Witness (Signature)

_____
Printed, Typed, or Stamped Name of Second Witness

Address

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or ___ on-line notarization this ___ day of _____2026, by, _____ as _____, it's Authorized Member for **Barron Collier Partnership, a Florida partnership** on behalf of the company. Who is personally known to me or has produced _____
as identification.

(NOTARIAL SEAL)

_____
Signature of Notary Public

_____
Name of Notary Public Printed or Stamped
My commission expires: _____

STATE OF FLORIDA

COUNTY OF _____

The following instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as Chairperson of the Board of Supervisors of the Brightshore Community Development District, who is personally known to me or produced _____ as identification.

NOTARY SEAL

_____
(Official Notary Signature)

Name: _____

"Exhibit A"

PENINSULA ENGINEERING

LEGAL DESCRIPTION

BEING A PART OF TRACT "R-3",
BRIGHTSHORE VILLAGE,
PLAT BOOK 78, PAGES 1-24,
COLLIER COUNTY, FLORIDA.
(LEE COUNTY ELECTRIC COOPERATIVE EASEMENT)

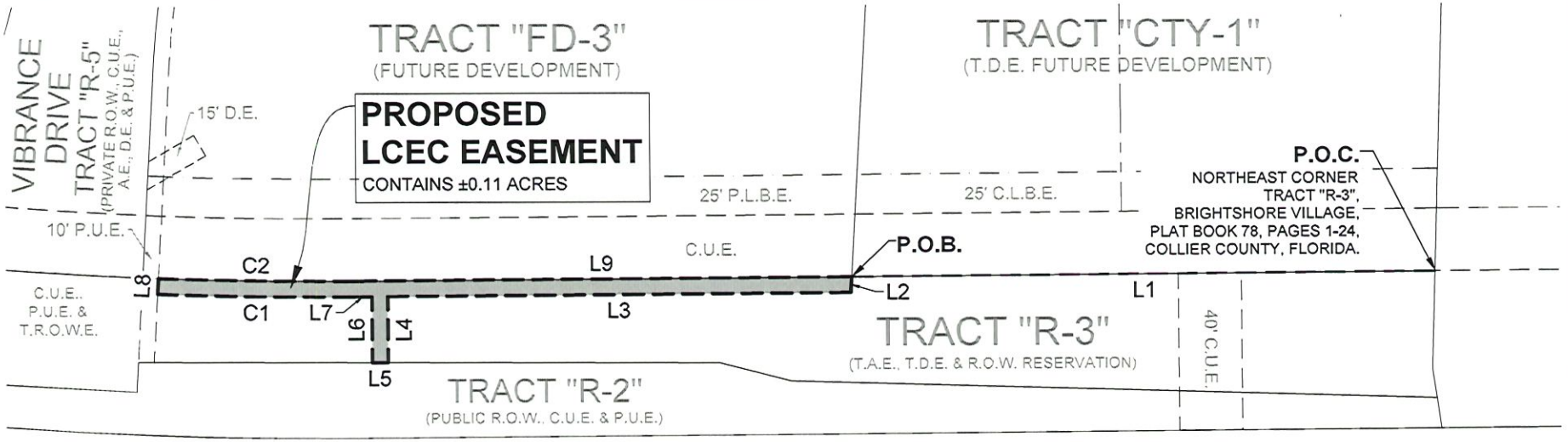
THAT PART OF TRACT "R-3", ACCORDING TO THE PLAT OF BRIGHTSHORE VILLAGE, PLAT BOOK 78, PAGES 1-24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "R-3";
THENCE ALONG THE NORTH LINE OF SAID TRACT "R-3", SOUTH 89°39'03" WEST 370.64 FEET TO THE **POINT OF BEGINNING**;
THENCE LEAVING SAID NORTH LINE SOUTH 03°14'58" WEST 10.02 FEET;
THENCE SOUTH 89°39'03" WEST 294.31 FEET;
THENCE SOUTH 00°00'00" EAST 42.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "R-3";
THENCE ALONG THE SOUTH LINE OF SAID TRACT "R-3" NORTH 89°49'48" WEST 10.00 FEET;
THENCE LEAVING SAID SOUTH LINE, NORTH 00°00'00" EAST 42.09 FEET;
THENCE SOUTH 89°39'03" WEST 12.27 FEET;
THENCE 124.15 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 2,724.93 FEET THROUGH A CENTRAL ANGLE OF 02°36'38" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 89°02'38" WEST 124.14 FEET;
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 03°14'58" EAST 10.00 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF TRACT "R-3";
THENCE ALONG SAID NORTH LINE, 123.53 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 2,714.93 FEET THROUGH A CENTRAL ANGLE OF 02°36'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 89°02'45" EAST 123.51 FEET;
THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 89°39'03" EAST 317.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE NORTH LINE OF SAID TRACT "R-3", BEING SOUTH 89°39'03" WEST.

LANCE T. MILLER, PROFESSIONAL SURVEYOR AND MAPPER#LS5627
CERTIFICATE OF AUTHORIZATION #LB-8479

OCTOBER 15, 2026
DATE

REFERENCE: *S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\SKETCH\LCEC-TR-R-3\S-BSV-TR-R3-LCEC-SK-01.dwg*



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	124.15	2724.93	2°36'38"	N89°02'38"W	124.14
C2	123.53	2714.93	2°36'25"	S89°02'45"E	123.51

LINE TABLE		
LINE #	LENGTH	BEARING
L1	370.64	S89°39'03"W
L2	10.02	S3°14'58"W
L3	294.31	S89°39'03"W
L4	42.18	S0°00'00"E
L5	10.00	N89°49'48"W
L6	42.09	N0°00'00"E
L7	12.27	S89°39'03"W
L8	10.00	N3°14'58"E
L9	317.21	N89°39'03"E

SCALE: 1"= 100'

0 100 200

SCALE IN FEET

GENERAL NOTES:
- BEARINGS ARE BASED ON THE NORTH LINE OF TRACT "R-3", BEING SOUTH 89°39'03" WEST.
- THIS SKETCH MAY HAVE BEEN REDUCED
- SEE ATTACHMENT FOR FULL LEGAL DESCRIPTION.

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

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

LEGEND:
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
A.E. = ACCESS EASEMENT
C.L.B.E. = COUNTY LANDSCAPE BUFFER EASEMENT
C. U.E. = COUNTY UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.C.E.C. = LEE COUNTY ELECTRIC COOPERATIVE
L.M.E. = LAKE MAINTENANCE EASEMENT
P.B. = PLAT BOOK
P.L.B.E. = PERIMETER LANDSCAPE BUFFER EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
R.O.W. = RIGHT-OF-WAY
T.R.O.W.E. = TEMPORARY RIGHT OF WAY EASEMENT
T.A.E. = TEMPORARY ACCESS EASEMENT
T.D.E. = TEMPORARY DRAINAGE EASEMENT

***** NOT A SURVEY *****

REV.	REVISION	
		Date: OCTOBER 2026
		Horizontal Scale: 1" = 100'
		Fieldbook/Page:
1	REVISED LCEC ESMT; LNK; 10/15/2026	Fieldwork by:
		Drawn by: LMT

APPROVED:

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

TITLE:

SKETCH OF DESCRIPTION
OF PART OF TRACT "R-3", BRIGHTSHORE VILLAGE, PLAT BOOK 78, PAGES 1-24, COLLIER COUNTY, FLORIDA.

PENINSULA ENGINEERING

CLIENT: BRIGHTSHORE CDD

PROJECT NO. P-ABCP-009-004

SHEET #: 1 OF 1

DRAWING NO.: S-BSV-TR-R3-LCEC-SK-01.dwg

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LEGAL DESCRIPTION

BEING A PART OF TRACT “C-7”,
BRIGHTSHORE VILLAGE,
PLAT BOOK 78, PAGES 1-24,
COLLIER COUNTY, FLORIDA.
(LEE COUNTY ELECTRIC COOPERATIVE EASEMENT)

THAT PART OF TRACT “C-7”, ACCORDING TO THE PLAT OF BRIGHTSHORE VILLAGE, PLAT BOOK 78, PAGES 1-24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT “C-7”;
THENCE ALONG THE EAST LINE OF SAID TRACT “C-7”, 114.41 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,351.00 FEET THROUGH CENTRAL ANGLE OF 04°51'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 04°00'41" EAST 114.37 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE ALONG SAID EAST LINE 10.77 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,351.00 FEET THROUGH CENTRAL ANGLE OF 00°27'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°21'26" EAST 10.77 FEET;
THENCE LEAVING SAID EAST LINE ALONG A NON-TANGENT LINE SOUTH 66°50'21" WEST 43.26 FEET TO A POINT ON THE 10-FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT OF SAID BRIGHTSHORE VILLAGE;
THENCE ALONG SAID EASEMENT 10.82 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,311.00 FEET THROUGH A CENTRAL ANGLE OF 00°28'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00°39'22" WEST 10.82 FEET;
THENCE LEAVING SAID EASEMENT ALONG A NON-TANGENT LINE NORTH 66°50'21" EAST 43.12 FEET TO THE **POINT OF BEGINNING**.

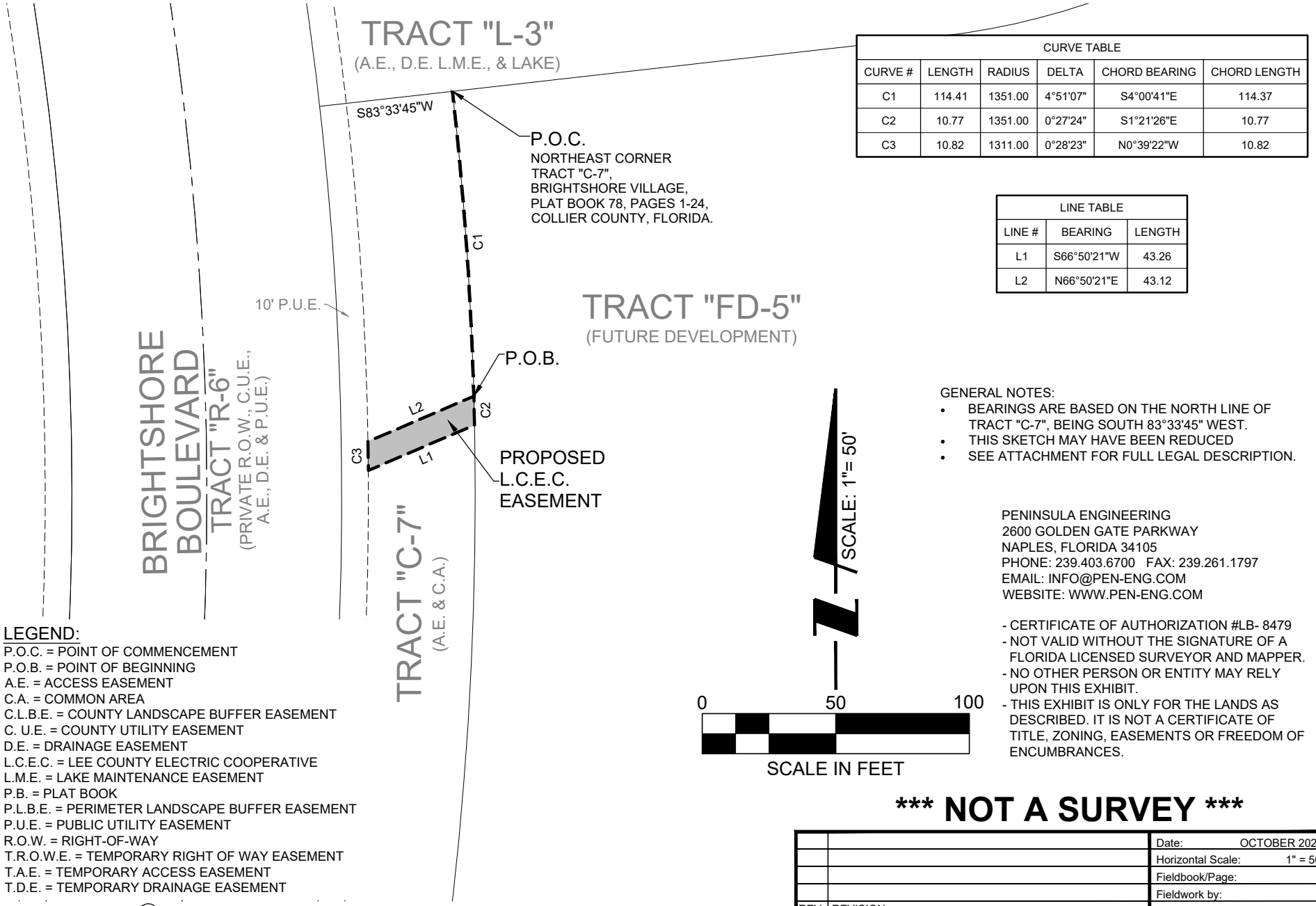
CONTAINING 0.01 ACRES OR 431.88 SQUARE FEET, MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE NORTH LINE OF SAID TRACT “C-7”, BEING SOUTH 83°33'45" WEST.



LANCE T. MILLER, PROFESSIONAL SURVEYOR AND MAPPER#LS5627 DATE: OCTOBER 1, 2026

CERTIFICATE OF AUTHORIZATION #LB-8479

REFERENCE:
S:\Hogan_Brightshore-ABCP-009\BRIGHTSHORE-PH01\SKETCH\LCEC-TR-C-7\S-BSV-TR-C7-LCEC-SK-01.dwg



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	114.41	1351.00	4°51'07"	S4°00'41"E	114.37
C2	10.77	1351.00	0°27'24"	S1°21'26"E	10.77
C3	10.82	1311.00	0°28'23"	N0°39'22"W	10.82

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S66°50'21"W	43.26
L2	N66°50'21"E	43.12

GENERAL NOTES:

- BEARINGS ARE BASED ON THE NORTH LINE OF TRACT "C-7", BEING SOUTH 83°33'45" WEST.
- THIS SKETCH MAY HAVE BEEN REDUCED
- SEE ATTACHMENT FOR FULL LEGAL DESCRIPTION.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
A.E. = ACCESS EASEMENT
C.A. = COMMON AREA
C.L.B.E. = COUNTY LANDSCAPE BUFFER EASEMENT
C. U.E. = COUNTY UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.C.E.C. = LEE COUNTY ELECTRIC COOPERATIVE
L.M.E. = LAKE MAINTENANCE EASEMENT
P.B. = PLAT BOOK
P.L.B.E. = PERIMETER LANDSCAPE BUFFER EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
R.O.W. = RIGHT-OF-WAY
T.R.O.W.E. = TEMPORARY RIGHT OF WAY EASEMENT
T.A.E. = TEMPORARY ACCESS EASEMENT
T.D.E. = TEMPORARY DRAINAGE EASEMENT

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

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

*** NOT A SURVEY ***

REV.	REVISION

Date: OCTOBER 2026
Horizontal Scale: 1" = 50'
Fieldbook/Page:
Fieldwork by:
Drawn by: LMT

APPROVED:

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

TITLE:

SKETCH OF DESCRIPTION

OF PART OF TRACT "C-7", BRIGHTSHORE VILLAGE, PLAT BOOK 78, PAGES 1-24, COLLIER COUNTY, FLORIDA.

PENINSULA ENGINEERING

CLIENT: BRIGHTSHORE CDD

PROJECT NO. P-ABCP-009-004

SHEET #: 1 OF 1

DRAWING NO.: S-BSV-TR-C7-LCEC-SK-01.dwg

[Save Date: 10/1/2026 1:27:30 PM] [Saved By: LTuttle] [Plot Date: 10/1/2026 1:57:35 PM] [Drawing Path: S:\Hogan Brightshore-ABCP-009\BRIGHTSHORE-PH01\SKETCH\LCEC\TR-C-7\S-BSV-TR-C-7-LCEC-SK-01.dwg]

Brightshore
Community Development District

Construction Matters

Consideration of Cost Share Agreement with Brightshore Master POA for Landscape & Irrigation Project with Sunnygrove

COST SHARE AGREEMENT BETWEEN BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT AND BRIGHTSHORE MASTER PROPERTY OWNERS' ASSOCIATION, INC., FOR THE LANDSCAPE AND IRRIGATON PROJECT

THIS AGREEMENT (the "Agreement") is made and entered into as of this _____ day of November 2026, 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, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "District"); and

Brightshore Master Property Owners' Association, Inc., a Florida limited liability company and an association in the District, with an address of 2600 Golden Gate Parkway, Naples, Florida 34105 (the "Association," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway, water and sewer, drainage, stormwater management, and other improvements; and

WHEREAS, the District intends to enter into an agreement with Sunnygrove Landscaping and Nursery, Inc. (the "Construction Contract") (the "Contractor"), in connection with the District's landscape and irrigation project (the "Project"), which contract will be administered by such person or entity appointed by the District (the "Construction Project Manager") subject to review by the District's engineer authorized to conduct such review (the "Engineer"). As used herein, the term "Work" shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction; and

WHEREAS, Association is currently not a party to the Construction Contract; however, Association owns certain lands located within and adjacent to the confines of the Project site which will be benefitted from certain components of the Construction Contract; and

WHEREAS, District shall pay for those improvements to be constructed pursuant to the Construction Contract that are included in the District's Master Engineer's Report for Brightshore Community Development District, dated December 11, 2023, as supplemented by the First Supplemental Engineer's Report for Brightshore Community Development District Series 2026 Project, dated February 9, 2026 (together, the "Capital Improvement Plan"), and benefit lands within the District (the "District Items of Work"); and

WHEREAS, Association has agreed to pay for the cost of the work identified on **Exhibit A** as such items of Work are not included in the District's Capital Improvement Plan; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed herein.

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

AGREEMENT

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

2. ITEMS OF WORK. The Contractor's proposal describes the scope of the work (the "Total Work"), as included in the Construction Contract. **Exhibit A** identifies those items that are to be the responsibility of Association to fund (the "Association Items of Work"). The District and Association shall each own, operate and maintain their respective Items of Work.

3. COST ALLOCATIONS.

3.1 *Cost Allocation.* Association shall pay all of the costs of the Association Items of Work as identified on **Exhibit A**. Payment shall be made in accordance with Sections 3 and 4 herein.

3.2 *Cost Allocation for Services.* Payment shall be made in accordance with Section 4 below. Upon Final Completion of the Total Work, the Engineer shall review the portion of construction phase services attributable to the Association Items of Work and notify Association of any additional amounts to be paid. Any dispute of the Engineer's determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.

3.3 *Dispute of Engineer's Determination.* Should the District or Association dispute the Engineer's determination of costs attributable to any Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Work and the engineer's determination of costs. The independent third party engineer may, upon the written consent of the District and Association, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as

determined by the independent third party engineer. In such event, the fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give Association the right to dispute the cost of the Association Items of Work to the extent such costs are determined in accordance with the Construction Contract.

To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

4. PAYMENT OF COSTS. Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: the Project Manager and Engineer will review invoices and determine which portion is District Items of Work and which portion is Association Items of Work; the District will submit a requisition for the District Items of Work and Association will pay the vendor directly for Association Items of Work. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee.

5. ACCEPTANCE OF WORK

5.*1* *Acceptance of Work.* Before the District makes Final Payment as defined below, the District shall provide Association with a certificate from the Engineer that, to the best of his knowledge, the Association Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, Association shall inspect the Project and provide written notice to the District that the Association Items of Work, to the best of Association's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by Association to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to Association that such notice be provided. Should Association fail to respond to the District Engineer's written request within five (5) calendar days of receipt of such request, Association is deemed to have determined that the Association Items of Work are in substantial compliance with the Construction Contract.

5.2 *Substantial Compliance.* If Association's notice is that the Association Items of Work are in substantial compliance (or if Association fails to provide notice as provided in subsection 5.1), then Association shall be deemed to have accepted the Association Items of Work except as to defects not then readily discoverable. Association shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from Association, the District shall pay the Contractor. Subsequent to Association giving such notice of such substantial compliance and the making of Final Payment by the District, Association agrees that it shall have no claim against the District with respect to any Association Items of Work performed by the Contractor, the only obligation of the District being to enforce the terms of the Construction Contract.

5.3 *Non-Compliance.* In the event Association's notice is that Association Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying Association Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of the Association Items of Work. In the event the District disputes Association's notice of non-compliance, notice of such dispute shall be provided to Association by the District within five (5) business days of the District's receipt of such notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Association Items of Work subject to Association's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or non-compliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the requesting Party and the District.

5.4 *Enforcement Costs.* To the extent such costs are not reimbursed by the Contractor, Association shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to the Association Items of Work, provided that the defective Association Items of Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by Association pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.

5.5. *Final Payment*. "Final Payment" shall be defined as the final payment made to the Contractor by the District after the Contractor has satisfactorily

completed all corrections identified in the Final Inspection, as provided in the Construction Contract.

6. CONSTRUCTION CONTRACT AND PLANS. The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.

6.1 *Defective Work*. The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to the Association Items of Work without the written consent of Association.

6.2 *Entitlement to Credits*. In the event the Association gives written consent in accordance with Section 6.1, Association shall be entitled to receive the benefit of any credits with respect to the Association Items of Work as determined in accordance with the Construction Contract.

6.3 *Record Drawings.* Upon request, the District shall furnish Association, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction (the "Record Drawings"). The Record Drawings shall be delivered to Association upon Final Completion of the Work.

7. INSURANCE AND WAIVER OF SUBROGATION.

7.1 *Insurance.* The District shall ensure that the policies of insurance required under the Construction Contract include the interest of Association, or its designee, as additional or named insured. To the extent that there is any additional cost associated with listing Association as an additional or named insured under the policies of insurance required to be purchased and maintained by the Contractor in accordance with the Construction Contract, Association will pay those additional costs. Association will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that Association, or its designee, be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to Association for the proceeds of such insurance that is applicable to the Association Items of Work.

7.2. *Waiver of Subrogation.* The District and Association waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of

insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.

8. LICENSE. Association hereby grants the District and the District's agents a temporary license to enter property owned by Association, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter Association's property, as provided herein, shall expire upon Final Completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.

9. OBLIGATIONS OF ASSOCIATION. It is the intent of the Parties that Association's participation in the cost of the Project is not as Owner (as such term is defined in the Construction Contract) or as a party to the Construction Contract and that Association shall incur no liability or obligation to third parties, including the Contractor, by entering into this Agreement. Association hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by Association for the Project, from a governmental entity, whether local, state or federal. The District does hereby agree to provide written notice to Association of such notices as the necessity for the notices arises. Association agrees to defend and hold harmless the District and its officers and agents from and against all liability, claims, actions, suits or demands by any person, corporation or other entity arising out administration of the Association Items of Work portion of the Construction Contract or as are otherwise related to the Association Items of Work. At the completion of the Work, Association shall own, operate and maintain Association Items of Work.

10. ENGINEER'S DUTIES. The District shall be responsible to ensure that the Engineer performs the duties placed upon it by the terms of this Agreement.

11. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the predominantly prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

12. DEFAULTS. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Construction Contract shall have the meanings designated in the Construction Contract, unless otherwise indicated in this Agreement.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Construction Contract

pursuant to a Change Order issued in accordance with the Construction Contract, may be made only by an instrument in writing executed by both of the Parties hereto. Any modification to the Construction Contract resulting from a Change Order shall serve to amend this Agreement accordingly. Any Change Orders that result in the modification of this Agreement shall be attached to Exhibit A for recordkeeping purposes.

15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

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

If to Association:	Brightshore Master Property Owners' Association, Inc. 2600 Golden Gate Parkway Naples, Florida 34105 Attn: _____
If to District:	Brightshore Community Development District 3501 Quadrangle Boulevard, Suite 270 Orlando, Florida 32817 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

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

17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give the Contractor or any person or

corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

18. EFFECTIVE DATE. This Agreement shall be effective as of the date first set forth above.

19. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Subject to the provisions of Section 3.3, above, venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Collier County, Florida.

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

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

22. SOVEREIGN IMMUNITY. Association agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

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

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

Attest:	**Brightshore Community Development District**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors
_____	Print Name: _____
Print Name	
Attest:	**Brightshore Master Property Owners' Association, Inc.**, a Florida not-for-profit corporation
_____	By: _____
Witness	Print Name: _____
_____	
Print Name	Title: _____

Exhibit A: Association Items of Work

EXHIBIT A

Brightshore Master Property Owners' Association, Inc., shall fund in full all amounts related to the landscape and irrigation project described below and included within the scope of work of the Construction Contract

Brightshore Master POA Phase 1 $ 353,318.01

Brightshore Master POA Phase 2 $ 139,979.18

Brightshore
Community Development District

Construction Matters

Consideration of Jensen Utility and Drainage
Change Order #3

Change Order

No. 3

Project : Brightshore Village
Owner: Brightshore Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando FL 32817
& Brightshore Master Property Owner's Assoc.

Date of Change Order:
November 1, 2026

Contract Date:
March 2, 2026

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

Contract for:
Brightshore Utility & Drainage Construction

THIS CONTRACT IS CHANGED AS FOLLOWS:

Increase for: Changes include the extension of gravity sewer from Tract FD-6 to the Amentiy capus so the Amenity campus no longer needs a Collier County lift station for it's sanitary service. **This change affects the Brightshore Master POA work, Tracts C-8 and C-13, Current Total $1,063,978.00, New Total $1,113,278.00**	Add	$49,303.00
Increase for: Changes including an electrician to install the irrigation pump panel and complete the electrical permitting through Collier County. Additionally, the performance bond premium is being added since this was not taken into consideration during the bidding process. ***This Change affects the Brightshore CDD portion of work, Current Total $6,970,398.37, New Total $7,002,260.35**	Add	$31,861.98

The original Contract Sum was:	$	12,019,954.00
The net change by previously authorized Change Orders	$	(3,985,580.63)
The Contract Sum prior to this Change Order was:	$	8,034,373.37
The Contract Sum will be increased by this Change Order in the amount of:	$	81,164.98
The new Contract Sum including this Change Order will be:	$	8,115,538.35

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

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

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

Ted Tryka, District Engineer *(Signature)*

Nick Casalanguida, Chair *(Signature)*

JENSEN

ESTIMATE

UNDERGROUND UTILITIES, INC.
5585 TAYLOR ROAD, NAPLES, FL 34109
PHONE: 239-597-0060 FAX: 239-597-0061

NO. 27037
DATE: 10/30/26
SHEET NO. 1 of 1

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

PROPOSAL SUBMITTED TO:

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

WORK TO BE PERFORMED AT:

Brighthshore Village
STREET Immokalee Road
CITY Naples
DATE OF PLANS Rev. # 1
ENGINEER Peninsula Engineering

PROPOSED CHANGE ORDER

SEWER:

2	EA	Sanitary Manhole 10/12	16381.00	**$32,762.00**
139	LF	8" PVC (SDR 26) 10/12	119.00	**$16,541.00**
		SEWER JOB TOTAL		**$49,303.00**

ELECTRIC:

1	EA	480 Volt, 3 Phase, Multiple Pumps for 471 Load Amps
1	EA	Service Up To Existing LCEC Utility Transformer
1	EA	Grounding/Bonding to NED Standards
1	EA	Supply and Install Aluminum Equipment Rack w/Stainless Steel Hardware
1	EA	Supply and Install Aluminum Meter Can,CT Enclosure and Non -Fused Nema 3R Service Disconnect
1	EA	Provide All Associated Conduit and Wiring
1	EA	Includes Line Side Connection To Pump Skid Control Panel\
1	EA	Permitting/Inspections

DOES NOT INCLUDE: CONRETE PADS, PUMP SKID INSTALLATION, RTU TELEMETRY, SPECIAL PAINTS OR COATINGS, POER CO. CHARGES, SUPPLY OF SURGE PROTECTION, PUMP PACKAGE RELATED EQUIPMENT, DIGGING FOR LCEC SERVICES

ELECTRIC JOB TOTAL	**$30,662.50**
SUB-TOTAL	**$79,965.50**
BOND ADD	**$1,199.48**
CHANGE ORDER TOTAL	**$81,164.98**

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

Respectfully submitted: Kelly Edwards
JENSEN UNDERGROUND UTILITIES, INC.

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

Date _____ **Signature** _____

Brightshore
Community Development District

Construction Matters

Consideration of Pen-Construction Change Order #1 for Bridge Inspection

Change Order

No. 1

Project : CDD Personnel Leasing Agreement
Owner: Brightshore Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando FL 32817

Date of Change Order:
November 1, 2026

Contract Date:
May 26, 2026

Contractor :
Peninsula Improvement Corporation dba Peninsula Construction
2600 Golden Gate Parkway
Naples FL 34105

Contract for:
Personnel Leasing Agreement

THIS CONTRACT IS CHANGED AS FOLLOWS:

Increase for: Adding Construction Engineering and Inspection Services (CEI) for the East bridge associated with the project site. Services will be performed on a Time & Materials (T&M) basis in accordance with the hourly rates and terms of attached agreement. The change order total is an estimated cost based on the anticipated scope and duration of services. Final billing will be based on actual services performed and costs incurred.	Add	$43,239.90

The original Contract Sum was:	$	86,890.00
The net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was:	$	86,890.00
The Contract Sum will be increased by this Change Order in the amount of:	$	43,239.90
The new Contract Sum including this Change Order will be:	$	130,129.90

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.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Peninsula Construction, Project Manager *(Signature)*

Ted Tryka, District Engineer *(Signature)*

Nick Casalanguida, Chair *(Signature)*

OFFICE PREPARING ESTIMATE	**H&H CS**
PROJECT NAME/From/To	**Brightshore Bridges**
PROJECT TYPE & DESCRIPTION	**Brightshore Bridges - Peninsula**
DATE PREPARED	**9/18/2026**

Personnel Classifications	Construct					TOTAL Based on Scope Time			
	1	2	2	3	4	East Br Man Months	East Br Man Hours	Ped Br Man Months	Ped Br Man Hrs
Senior Project Engineer	0.10	0.05	0.05	0.10	0.10	0.15	24.75	0.25	41.25
Senior Inspector	1.00	0.50	0.50	1.00	1.00	1.50	269.50	2.50	456.50
Inspector	0.20	0.10	0.10	0.20	0.20	0.30	49.50	0.50	82.50
TOTAL	1.30	0.65	0.65	1.30	1.30	2.0	343.75	215	322

		East Bridge	Ped Bridges
$	269.66	$ 6,674.09	$ 11,123.48
$	120.81	$ 32,558.30	$ 55,149.77
$	80.96	$ 4,007.52	$ 6,679.20
		$ 43,239.90	$ 72,952.44

Total	$ 116,192.34

Brightshore
Community Development District

Construction Matters

Ratification of Contractor Agreement with Sunnygrove Landscaping and Nusery Inc.

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Brightshore Community Development District ("Owner") and Sunnygrove Landscaping and Nursery Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Brightshore Landscape and Irrigation Construction the ("Project"). All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, and certification, all as required by the Contract Documents, for the purposes of constructing the irrigation system and installing the landscape material as indicated within the approved construction drawings and the accepted bid form(s).**

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Brightshore Landscape and Irrigation Project.**

ARTICLE 3 – PROJECT MANAGER AND ENGINEER

3.01 The Irrigation portion of the Project was originally designed by RWA Engineering, the irrigation design was then transferred to Kapur Inc. For purposes of this contract, Kapur Inc is considered the "Irrigation Design Engineer". The landscape portion of the project has been designed by Peninsula Engineering, and they are considered the "Landscape Architect". *The Brightshore Community Development District has retained LJA Engineering, Inc. located at 7400 Trail Boulevard, Suite 200, Naples, Florida 34105, to serve as "District Engineer", and has retained Peninsula Improvement Corporation, D/B/A Peninsula Construction, located at 2600 Golden Gate Parkway Naples, Florida 34105 to serve as "Project Manager", to act as Owner's representative, and assume all duties and responsibilities of and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in the Contract Documents..*

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed per the dates established in each Notice to Proceed after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Project is substantially complete.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner or 3rd party Paying Entity shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto, as base plan set for a contract total of $ 2,875,539.64 (the "Contract Total").

1. The Contract Total amount listed above is broken down into the following Phases with their respective paying entity:

a. Brightshore Community Development District Phase 1 $ 2,103,715.68

b. Brightshore Community Development District Phase 2 $ 95,558.33

c. Brightshore Community Development District Immokalee RAB $ 182,968.44

d. Brightshore Master POA Phase 1 $ 353,318.01

e. Brightshore Master POA Phase 2 $ 139,979.18

B. Owner and Contractor agree that the items listed in Section 5.01.A.1 above are only released with the issuance of a Notice to Proceed. Should a Notice to Proceed not be issued for any, all, or a portion of the items listed above, the Contractor agrees to issue a change order to reduce the Contract Total in such amounts as outlined in the requisite bid summary for such items of work.

C. Materials price escalations, or reductions, can be presented to Owner for a contract change order. Any contract amount changes for materials costs will be for the cost of the materials only, it will not include any Contractor mark-up. Contractor represents that the Contract amount is based on materials pricing at time of contract execution. Contractor must provide evidence that all materials that are the basis of the contract were ordered within 21 calendar days of the contract date, or any request for material costs changes will not be considered.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below or otherwise in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. All such payments will be lump sum based on the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, the unit prices will be used for change orders however progress payments will be lump sum) or, in the event there is no schedule of values, as provided in the General Conditions or elsewhere in the Agreement.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied the report of explorations and tests of subsurface conditions at or contiguous to the Site that has been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 7.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. Table of Contents

2. This Agreement (pages AGR-1 to AGR-6, inclusive).

3. Statutory Interim Lien Waiver (page LR-1).

4. Contractor's Statutory Final, Unconditional Lien Waiver and Release upon Final Payment (page LR-2).

5. Contractor's Statutory Final, Unconditional Claim Waiver and Release upon Final Payment (pages LR-3 to LR-4, inclusive).

6. Subcontractor's Statutory Final, Unconditional Lien Waiver and Release upon Final Payment (page LR-5).

7. Subcontractor's Statutory Final, Unconditional Claim Waiver and Release upon Final Payment (pages LR-6 to LR-7, inclusive).

8. General Conditions (pages GC-1 to GC-41, inclusive).

9. Supplementary Conditions (pages SC-1 to SC-11, inclusive).

10. Enhanced Landscape Plans for Brightshore Village prepared by Peninsula Engineering, Dated April 2026

11. Enhanced Landscape Plans for Immokalee Road Roundabout prepared by Peninsula Engineering, Dated April 2026

12. Irrigation Plans for Brightshore Village prepared by RWA Engineering, Dated December 2025

13. Baseline Control System, Specification and Technical Project Manual prepared by RWA Engineering, Dated December 2025

14. Collier County Construction Standards Handbook for Work within the Public Right-of-way

15. Hunter Brand Irrigation controls and materials, compiled into one (1) document, as provided by Sunnygrove Landscaping and Nursery Inc. as part of their bid package.

16. AutoCAD file for the Brightshore Village project.

17. AutoCAD file for the Immokalee Road Roundabout project.

18. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid Summary for Contract Total $ 2,875,539.64

    - Exhibit A – Brightshore Community Development District Phase 1 $ 2,103,715.68
    - Exhibit B – Brightshore Community Development District Phase 2 $ 95,558.33
    - Exhibit C – Brightshore Community Development District Immokalee RAB $ 182,968.44
    - Exhibit D – Brightshore Master POA Phase 1 $ 353,318.01
    - Exhibit E – Brightshore Master POA Phase 2 $ 139,979.18

    b. Trench Safety Act Compliance Statements

    c. Notice to Proceed.

19. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Work Change Directives.

    b. Change Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be

limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Public Records*

A. The Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the Owner is **Vivian Carvalho** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall:

1) keep and maintain public records required by the Owner to perform the service;

2) upon request by the Public Records Custodian, provide the Owner 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 the Contractor does not transfer the records to the Public Records Custodian of the Owner; and

4) upon completion of the contract, transfer to the Owner, at no cost, all public records in Contractor'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 the Contractor, the Contractor 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 Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FL 32817, TELEPHONE: (407) 723-5945, or EMAIL: CARVALHOV@PFM.COM.

9.05 *Assignment of Warranties*

A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

9.06 *Construction Defects*

A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.07 *Sovereign Immunity*

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

9.08 *Public Entity Crimes*

A. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

9.09 *Scrutinized Companies*

A. Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner.

9.10 *Counterparts; Electronic Signatures*

A. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

9.11 *E-Verify*

A. The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

B. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

C. In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 *Direct Purchase of Materials*

A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. In Owner's sole discretion, it may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax exempt status in accordance with the following procedures.

B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.

C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.

F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials

9.13 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.14 *Trench Safety Act Statement*

A. Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Contract represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached exhibit.

9.15 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.15:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.16 *Specifics to Contract, and Allowances*

A. Item 1, Exclusions
- Lane closure fees
- Bonding
- Cash allowance
- On-site/Off-site Water or Sewer
- Temporary Water Meter/Fees
- Unforeseen soil remediation/Rock hammering and removal
- Portable Restrooms

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
Brightshore Community Development District	**Sunnygrove Landscaping and Nursery, Inc.**
_____	_____
By: CHAIRMAN NICK CASALANGUIDA	By: _____
Title: CHAIRMAN	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: KRISTINA JOHNSON, SR LAND DEVELOPMENT MANAGER	Title: _____
Address for giving notices:	Address for giving notices:
2600 GOLDEN GATE PARKWAY	_____
NAPLES FL 34105	_____
_____	_____
	License No.: _____

Brightshore
Community Development District

Construction Matters

Discussion of Updates on Construction Projects

Brightshore
Community Development District

Financing Matters

Consideration of PFM Financial Advisory Agreement for Financial Advisory Services

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement ("Agreement"), made and entered into this 12th day of October, 2026, by and between **Brightshore Community Development District** ("DISTRICT") and PFM Financial Advisors LLC (hereinafter called "PFM"), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, DISTRICT and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and PFM. Upon the request of DISTRICT, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the DISTRICT may agree to additional services to be provided under a separate writing, including separate scope and compensation, between DISTRICT and such affiliate or third party.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation

shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to DISTRICT.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to DISTRICT prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from October 12, 2026 until October 12, 2031 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term", unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by PFM which, in each case, PFM fails to cure within 10 days of notice thereof. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or obligations hereunder without the prior written consent of the other party; provided that upon notice to the DISTRICT , (i) PFM may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM, or (ii) to any subsidiary or affiliate of PFM or a successor of PFM in Connection with the sale of all or substantially all of PFM's assets. Subject to the foregoing, this agreement shall be binding on the parties hereto and their respective successors and assigns. retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM and the DISTRICT shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services, including with respect the facts that are necessary in its recommendations(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that PFM provide advice with regard to any recommendation made by a third party, DISTRICT will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit: and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
3501 Quadrangle Blvd., Ste 270
Orlando, Florida 32817
Attention: District Manager

PFM FINANCIAL ADVISORS LLC
200 South Orange Avenue, Suite 760
Orlando, FL 32801
Attention: Brent Wilder, Managing Director

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement, PFM shall deliver to the DISTRICT copies of any deliverables pertaining to this Agreement.

X. PFM'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of PFM and affiliates of PFM as determined by PFM in its sole discretion. PFM may, from time to time, supplement or otherwise amend the team members.

2. Changes in Advisory Team Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, that PFM replace any member of the advisory team. Should the DISTRICT make such a request, PFM shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, under this Agreement on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with performance of its services hereunder; (ii) any error of judgement or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by PFM to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under

this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by DISTRICT shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE

PFM understands and agrees that all documents of any kind provided by the DISTRICT in connection with this Agreement may be public records, and accordingly, PFM agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is PFM Group Consulting LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, PFM 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 withing a reasonable time period at a cost that 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 Agreement term and following the Agreement term if PFM does not transfer the records to the Public Records Custodian of the DISTRICT; 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in PFM'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 PFM, PF shall destroy any duplicate public records that are exempt of 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.

[Signature Page Follows]

IN WITNESS WHEREOF, DISTRICT and PFM have executed this Agreement as of the day and year herein above written.

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PFM FINANCIAL ADVISORS LLC

By: _____

Name: D. Brent Wilder

Title: Managing Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals.

- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.

- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.

- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.

- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.

- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.

- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.

- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.

- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.

- Assist the DISTRICT in preparing financial presentations for public hearings and/ or referendums.

- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.

- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.

- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.

- Advise as to the various financing alternatives available to the DISTRICT.

- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.

- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.

- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.

- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.

- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.

- Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.

- Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.

- As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.

- Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.

- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

- Assist and advise the DISTRICT with investment of proceeds of debt offerings.

3. **Special Services.** Upon request of the DISTRICT:

PFM may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment of bond proceeds
9. Financial analysis of projects being developed by engineer/architect studies
10. Negotiate on behalf of the DISTRICT for proposed projects
11. Preparation of amortization schedules
12. Preparation of Statement of Estimated Regulatory Costs
13. Development of operation and maintenance assessment methodologies

EXHIBIT B
COMPENSATION FOR SERVICES (NEGOTIOABLE)

Description **Unit Price**

TRANSACTIONAL FEE SCHEDULE

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

Bond Size ($000)	Investment Grade*	Non-Investment Grade*
Portion 1 – 25,000	$1.00/$1,000	$1.00/$1,000
25,001 – 50,000	$0.85/$1,000	$1.00/$1,000
50,001 – 75,000	$0.75/$,1000	$0.85/$1,000
>75,000	$0.50/$1,000	$0.75/$1,000

*Based upon Bond Proceeds (net of premium or discount) and is subject to a minimum fee of $20,000 per transaction.

1. **Other Transaction Fees**

Bank Loan (< $30MM Bond Proceeds)	$25,000
Bank Loan (> $30MM Bond Proceeds, or involving a forward delivery agreement)	Per Transaction Fee Schedule above.

2. **Hourly Project Fees (Non-Transaction Related)**

PFM will not charge for general advice between financings. In the event the DISTRICT requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the DISTRICT's request, accrued time will be billed as follows:

Experience Level	Hourly Rate
Managing Director	$325.00
Director/ Senior Managing Consultant	$275.00
Senior Analyst (Analyst)	$150.00
Administrative Support	$0.00

3. Expenses

Not to Exceed	$2,000.00 per Issue*
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

*PFM also offers a flat "overhead" fee of $2,000 per financing. Note that the $2,000 flat "overhead" fee of $2,000 per financing excludes expenses for out of state travel. In addition to the out-of-pocket expenses listed above, PFM may charge data recovery expenses of $0.05 per par amount of bonds issued. The data recovery expense will be capped at a maximum of $5,000.00 per transaction. On bank loan transactions, the data recovery expense will be charged at 50%, capped at a maximum of $2,500.00 per transaction.

NON-TRANSACTIONAL FEE SCHEDULE

A. Assessment Methodology Services

The minimum fee for assessment methodology services associated with debt issuances is $25,000 and subject to negotiation with the District on a deal-by-deal basis. A flat fee for assessment consultant expenses of $500 will be included as part of each transaction. The fee for the preparation of an O&M assessment methodology is $7,500. The fee for the preparation of a Statement of Estimated Regulatory Costs (SERC) is $2,500.

B. Re-amortization Schedules

Reamortization schedules for debt issues are included under Exhibit A, Section 3. Special Services and are subject to the following fee schedule.

Bond Size Call Amount	**Fee per Amortization Schedule**
$25,000 or less	$250
$25,001 - $100,000	$300
$100,001 or greater	$500

Other Services

In addition to advising on bond transactions, PFM is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, interest rate swap pricing and implementation, and other related services. These services may be provided through a PFM affiliate or third party referred by PFM via separate agreement between DISTRICT and such affiliate or third party.

EXHIBIT C
INSURANCE

Insurance Statement

PFM Financial Advisors LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total $5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:
Automobile $100 comprehensive & $1,000 collision
General Liability $0
Professional (E&O)/ Cyber Liability $250,000
Crime $50,000

Insurance Company & AM Best Rating
Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)
Cyber Liability..... AIG Specialty Insurance Company (A; Stable)
Crime..... Berkley Regional Insurance Company; (A+; Stable)
General Liability..... The Phoenix Insurance Company; (A++ Stable)
Automobile Liability..... St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability..... Travelers Property Casualty Company of America; (A++ Stable)

Workers Compensation..... Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and Client hereby acknowledges and agrees to the terms and conditions herein and consents to the subcontract of services contemplated hereby, as of the date first written above.

PFM FIANCIAL ADVISORS LLC

By: _____
(Authorized Signature)

Name: Brent Wilder
Title: Managing Director

Address
200 S. Orange Ave., Ste 760
Orlando, FL 32801

Date: 9/29/26

REAL ESTATE ECONOMETRICS, INC.

By: _____
(Authorized Signature)

Name: Russ Weyer
Title: President

Address:
707 Orchid Drive, Ste 100
Naples, FL 34102

Date: 9/29/26

Acknowledged and agreed to in accordance with the above terms and conditions.

BRIGHTSHORE CDD

By: _____
(Authorized Signature)

Name: Nick Casalanguida
Title: Chairperson

Address
2600 Golden Gate Parkway
Naples FL 34105

Date: _____

Brightshore
Community Development District

Financing Matters

Consideration of Agreement with
Raymond James for Underwriting Services

MBS CAPITAL MARKETS | RAYMOND JAMES

AGREEMENT FOR UNDERWRITING SERVICES
BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

November 9, 2026

Board of Supervisors
Brightshore Community Development District

Dear Supervisors:

Raymond James & Associates, Inc. (the "RJA" or the "Underwriter") is pleased to submit this agreement (the "Agreement") to the Brightshore Community Development District (the "District") to serve as underwriter or placement agent to the District. This Agreement relates to the proposed issuance of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements for the second phase of the District's capital improvement plan. This Agreement will cover the engagement for the initial issuance of Bonds and will be supplemented for future bond issuances as may be applicable.

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

    - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
    - Preparation of rating strategies and presentations related to the issue being underwritten.
    - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
    - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
    - Assistance to the District in its preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
    - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
    - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
    - Preparation of post-sale reports for the issue, if any.
    - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

Raymond James & Associates, Inc., member New York Stock Exchange/SIPC. All products and services are provided solely through Raymond James.

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

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

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

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

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

7. **Accuracy of Information.** The District understands that the consummation of the transaction will be based upon, among other things, the truth, accuracy and completeness of the information included in the official statement or other offering document or otherwise provided to RJA.

8. **Obligations Contingent; Not Municipal Advisor.** Nothing in this Agreement is an expressed or an implied commitment by RJA to provide financing or to place, purchase or underwrite the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the underwriting or placement of the Bonds. Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and then-prevailing market conditions.

The District acknowledges and agrees that RJA is being retained to act solely as underwriter or placement agent for the Bonds, and not as advisor or in any other capacity as agent. RJA shall act

as an independent contractor under this Agreement, and not in any other capacity, including as a fiduciary. The District acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between District and RJA in which RJA is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the District; (ii) RJA has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether RJA has provided other services or is currently providing other services to the District on other matters); (iii) the only obligations RJA has to the District with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

9. **Conflicts.** You should be aware that RJA or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which RJA may have, among other things, an economic interest. In addition, you should be aware that the primary role of an underwriter or placement agent is to purchase, or arrange for the placement of, respectively, securities in an arm's-length commercial transaction between the issuer and (i) RJA, strictly in our capacity as Underwriter, or (ii) the purchaser, strictly in our capacity as Placement Agent, and that the RJA has financial and other interests that differ from those of the District. Notwithstanding the foregoing, RJA will not receive any compensation with respect to the services provided hereunder other than as set forth in paragraph 2 above or otherwise disclosed in writing to District. RJA is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within RJA, but of which none of our personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining RJA's responsibilities to you.

10. **General Terms**. No opinion or advice of RJA shall be reproduced, disseminated, quoted or referred to at any time without the prior written consent of RJA. Upon the completion of the financing, we will be entitled to advertise the transaction in publications and at times selected by us at our own expense. Notwithstanding the foregoing, nothing in this Agreement shall limit or impair the District's obligations under Chapter 119 (Public Records) or Section 286.011 (Sunshine Law), Florida Statutes, or its disclosure obligations under applicable securities laws, and no consent of RJA shall be required for any disclosure required thereby.

No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party hereto.

Any dispute arising under this Agreement shall be brought exclusively in the state courts located in Collier County, Florida. The construction and interpretation of this Agreement shall be governed by the substantive law of the State of Florida, without regard to its conflicts of laws principles. Nothing in this Agreement shall be construed as a waiver by the District of sovereign immunity beyond the limited waiver set forth in Section 768.28, Florida Statutes, or of any other right or immunity afforded to the District under Florida law.

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

Please sign below to evidence acceptance of the terms of this Agreement and return one executed copy to me. We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,

Raymond James & Associates, Inc.



Ed Bulleit
Managing Director

Approved and Accepted By:

Brightshore Community Development District

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

The District has engaged Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

I. Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts herein, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the District (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the District. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Additionally, in the ordinary course of its business, RJA and its affiliates may have engaged, and may in the future engage, in transactions with, and perform services for, the District and its affiliates, including without limitation, investment bidding agent services, for which they received or will receive customary fees and expenses.

Further, we understand that the District may, in certain situations, use a portion of the proceeds from the issuance of the Bonds to refund certain of the District's outstanding securities (the "Refunded Bonds"). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
    - Because we have not recommended to the District a financing structure that may be a "complex municipal securities financing" for purposes of MSRB Rule G-17, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

III. Standard Disclosures

- Disclosures Concerning the Underwriter's Role:
    - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both the District and investors.
    - The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the District. The underwriter has financial and other interests that differ from those of the District.
    - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests.
    - The District may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the District's interest in this transaction.
    - The underwriter has a duty to purchase the Bonds from the District at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
    - The underwriter will review the official statement for the Bonds in accordance with, and a part of, its responsibility to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, the District has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by the District as a guarantee of the accuracy or completeness of the information in the official statement.
- Disclosures Concerning the Underwriter's Compensation:
    - The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage

of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Depending on the structure of the transaction that the District decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Brightshore
Community Development District

Financing Matters

Ratification of Requisitions No. 15 & 16

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: 15

(B) Name of Payees: Quality Precast Solutions LLC
LCEC

(C) Amount Payable: $477,435.34 Broken Down as follows:

Check payable to:	Invoice Number	Invoice Date	CDD Amt. Due
QUALITY PRECAST SOLUTIONS LLC	15628	9/21/2026	$12,835.45
	15645	9/22/2026	$17,263.72
	15687	9/25/2026	$13,386.04
	15696	9/28/2026	$9,926.11
	15749	9/30/2026	$2,942.02
		CHECK TOTAL:	**$56,353.34**

Check payable to: *(Separate Checks)*	Invoice Number	Invoice Date	CDD Amt. Due
LCEC	46102	9/21/2026	$310,137.00
LCEC	46101	9/21/2026	$110,945.00
		SUB TOTAL:	**$421,082.00**
		REQ. #15 TOTAL:	**$477,435.34**

(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.: 15

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.: 15

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: 16

(B) Name of Payees: South Florida Excavation, Inc.

(C) Amount Payable: $1,035,393.86. Broken Down as follows:

Check payable to:	Invoice Number	Invoice Date	CDD Amt. Due
SOUTH FLORIDA EXCAVATION, INC.	DRAW 6/CDD PHASE 1	8/20/2026	$1,035,393.86
		CHECK SUBTOTAL TOTAL:	$1,035,393.86
		REQ. #16 TOTAL:	$1,035,393.86

(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: Nick Casalanguida
Authorized Officer
Requisition No.: 16

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.: 16

Brightshore
Community Development District

Financing Matters

Review and Acceptance of
September Monthly Financial

Brightshore CDD

September 2026 Financial Report

September 30, 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 9/30/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Assets					
Current Assets					
General Checking Account	$ 136,372.36				$ 136,372.36
Due From Other Funds	51,099.75				51,099.75
Series 2026 Debt Service Reserve		$ 1,176,841.25			1,176,841.25
Series 2026 Revenue		80.97			80.97
Series 2026 Capitalized Interest		2,821,820.75			2,821,820.75
Dividends Receivable		11,490.09			11,490.09
Series 2026 Acquisition/Construction			$ 14,515,750.64		14,515,750.64
Dividends Receivable			46,329.46		46,329.46
Total Current Assets	$ 187,472.11	$ 4,010,233.06	$ 14,562,080.10	$ -	$ 18,759,785.27
Non-Current Assets					
Due From Builders - Pulte			$ 534,976.00		$ 534,976.00
Due From Builders - Toll Brothers			360,080.00		360,080.00
Due From Builders - CAH			216,048.00		216,048.00
Due From Builders - Taylor Morrison			174,896.00		174,896.00
Total Non-Current Assets	$ -	$ -	$ 1,286,000.00	$ -	$ 1,286,000.00
Investments					
Amount Available in Debt Service Funds				$ 3,998,742.97	$ 3,998,742.97
Amount To Be Provided				30,461,257.03	30,461,257.03
Total Investments	$ -	$ -	$ -	$ 34,460,000.00	$ 34,460,000.00
Total Assets	$ 187,472.11	$ 4,010,233.06	$ 15,848,080.10	$ 34,460,000.00	$ 54,505,785.27
Liabilities and Net Assets					
Current Liabilities					
Accounts Payable	$ 10,015.26				$ 10,015.26
Deferred Revenue	77,839.29				77,839.29
Accounts Payable			$ 3,900.00		3,900.00
Retainage Payable			565,748.10		565,748.10
Due To Other Funds			51,099.75		51,099.75
Total Current Liabilities	$ 87,854.55	$ -	$ 620,747.85	$ -	$ 708,602.40
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	$ 87,854.55	$ -	$ 620,747.85	$ 34,460,000.00	$ 35,168,602.40
Net Assets					
Net Assets - General Government	$ 48,494.82				$ 48,494.82
Current Year Net Assets - General Government	51,122.74				51,122.74
Current Year Net Assets, Unrestricted		$ 4,010,233.06			4,010,233.06
Net Assets, Unrestricted			$ 189.57		189.57
Current Year Net Assets, Unrestricted			15,227,142.68		15,227,142.68
Total Net Assets	$ 99,617.56	$ 4,010,233.06	$ 15,227,332.25	$ -	$ 19,337,182.87
Total Liabilities and Net Assets	$ 187,472.11	$ 4,010,233.06	$ 15,848,080.10	$ 34,460,000.00	$ 54,505,785.27

Brightshore CDD
Statement of Activities
As of 9/30/2026

	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	$ 52,080.42			52,109.99
Debt Proceeds		4,940,505.92			4,940,505.92
Inter-Fund Transfers In			$ (52,109.99)		(52,109.99)
Debt Proceeds			29,519,494.08		29,519,494.08
Total Revenues	$ 151,504.57	$ 4,992,586.34	$ 29,467,384.09	$ -	$ 34,611,475.00
Expenses					
Management	$ 45,250.00				$ 45,250.00
Engineering	11,720.00				11,720.00
District Counsel	24,007.20				24,007.20
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	293.92				293.92
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			34,806.00		34,806.00
Engineering			20,193.75		20,193.75
Capital Expenditures			14,467,324.02		14,467,324.02
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			45,000.00		45,000.00
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	$ 100,382.81	$ 1,061,079.67	$ 14,672,868.77	$ -	$ 15,834,331.25
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	$ 0.98				$ 0.98
Dividend Income		$ 78,726.39			78,726.39
Dividend Income			$ 432,627.36		432,627.36
Total Other Revenues (Expenses) & Gains (Losses)	$ 0.98	$ 78,726.39	$ 432,627.36	$ -	$ 511,354.73
Change In Net Assets	$ 51,122.74	$ 4,010,233.06	$ 15,227,142.68	$ -	$ 19,288,498.48
Net Assets At Beginning Of Year	$ 48,494.82	$ -	$ 189.57	$ -	$ 48,684.39
Net Assets At End Of Year	$ 99,617.56	$ 4,010,233.06	$ 15,227,332.25	$ -	$ 19,337,182.87

Brightshore CDD
Budget to Actual
For the Month Ending 09/30/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Revenues					
Developer Contributions	$ 151,475.00	$ 151,475.00	$ -	$ 151,475.00	100.00%
Net Revenues	**$ 151,475.00**	**$ 151,475.00**	**$ -**	**$ 151,475.00**	**100.00%**
General & Administrative Expenses					
Management	$ 45,250.00	$ 42,000.00	$ 3,250.00	$ 42,000.00	107.74%
Engineering	11,720.00	20,000.00	(8,280.00)	20,000.00	58.60%
District Counsel	24,007.20	40,000.00	(15,992.80)	40,000.00	60.02%
Assessment Administration	1,250.00	18,500.00	(17,250.00)	18,500.00	6.76%
Professional Services, Accounting	5,290.00	6,000.00	(710.00)	6,000.00	88.17%
Audit	3,700.00	7,000.00	(3,300.00)	7,000.00	52.86%
Legal Advertising	1,384.69	7,500.00	(6,115.31)	7,500.00	18.46%
Miscellaneous	293.92	500.00	(206.08)	500.00	58.78%
Web Site Maintenance	1,800.00	3,000.00	(1,200.00)	3,000.00	60.00%
Dues, Licenses, and Fees	175.00	175.00	-	175.00	100.00%
General Insurance	5,512.00	6,800.00	(1,288.00)	6,800.00	81.06%
Total General & Administrative Expenses	**$ 100,382.81**	**$ 151,475.00**	**$ (51,092.19)**	**$ 151,475.00**	**66.27%**
Total Expenses	**$ 100,382.81**	**$ 151,475.00**	**$ (51,092.19)**	**$ 151,475.00**	**66.27%**
Income (Loss) from Operations	**$ 51,092.19**	**$ -**	**$ 51,092.19**	**$ -**	
Other Income (Expense)					
Interest Income	$ 0.98	$ -	$ 0.98	$ -	
Total Other Income (Expense)	**$ 0.98**	**$ -**	**$ 0.98**	**$ -**	
Net Income (Loss)	**$ 51,093.17**	**$ -**	**$ 51,093.17**	**$ -**	

Brightshore
Community Development District

Other Business

Disclosure of Conflict of Interest
and Other Important MA Info

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC

I. Introduction

PFM Financial Advisors LLC and PFM Swap Advisors LLC (hereinafter, referred to as "We," "Us," or "Our") are registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein. PFM does not provide legal, tax, or accounting advice.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee's independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees' activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client's interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product or the complexity of the municipal securities transaction or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size or more complex than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee basis. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure of Conflicts Related to the Firm's Compensation Structure for Our Registered Advisors. Pursuant to various employee compensation structures, from time to time We offer certain of Our registered municipal advisors ("Registered Advisors") financial benefits based on his or her business plan, client base, performance, and/or transactions closed. This provides an incentive for such Registered Advisors to seek to retain additional clients and/or transactions or services from clients. While this form of compensation may be customary in some segments of the municipal advisory market, provision of such financial benefits may be deemed to present a conflict of interest. We manage and mitigate these types of conflicts by Registered Advisor's adherence to Our Code of Ethics and Policies and Procedures, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in '**Item 9 Disclosure Information**' of form MA, '**Item 6 Disclosure Information'** of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –
http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany

III. Specific Conflicts of Interest Disclosures – Brightshore CDD

To Our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB's website at www.msrb.org, and consult the MSRB's Municipal Advisory Client brochure. The MSRB's Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM's Financial Advisory services are provided by PFM Financial Advisors LLC. PFM's Swap Advisory services are provided by PFM Swap Advisors LLC. Both entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.