Board of Supervisors:
Michael Lawson - Chairman
Doug Draper - Vice Chairman
Lori Price - Vice Chairwoman
Courtney Mattern - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

District Staff:
Audette Bruce - District Manager
Tyson Waag - District Engineer
Brian Quillen - Operations Director
John Vericker - District Counsel

Brightwater Community Development District

Regular Meeting Meeting Agenda

Tuesday, October 27, 2026 at 2:00 P.M.
Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905

Teams Link: Meeting Link
Meeting ID: 253 079 903 626 225
Passcode: Nv9gq2EY

Dial In: +1 312-667-7136
Conference ID: 990 577 400#

Dear Supervisors:

A meeting of the Board of Supervisors of the Brightwater Community Development District is scheduled for **Tuesday, October 27, 2026, at 2:00 p.m.** at the **Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905**. The following is the agenda for this meeting for your review and consideration. The Advanced Meeting Package is a working document, and thus all materials are considered drafts. Any additional support material will be distributed at the meeting.

1. Roll Call
2. Audience Comments – (limited to 3 minutes per individual for agenda items)
3. Business Items
   A. Consideration for Adoption – **Resolution 2027-01, District Objectives and Goals for FY 2027** **Exhibit 1**
   B. Consideration for Adoption – **Resolution 2027-02, Final Terms of the 2026 Bonds (AA3)** **Exhibit 2**
      - Exhibit A – Report of the District Engineer dated May 26, 2026
      - Exhibit B – Third Supplemental Special Assessment Methodology Report dated September 16, 2026
   C. Consideration for Adoption – **Resolution 2027-03, Spending Resolution** **Exhibit 3**
   D. Consideration for Approval – Sunrise Landscape and Irrigation Maintenance Services Agreement **Exhibit 4**
      - Exhibit A – Scope of Services
      - Exhibit B – Maintenance Map
      - Affidavit for Anti-Human Trafficking
4. Consent Agenda

District Office:
Kai (*formerly Breeze/BreezeHome)*
2502 N. Rocky Point Dr.,
Suite 1000, Tampa, FL 33607

Meeting Location:
Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

Board of Supervisors:
Michael Lawson - Chairman
Doug Draper - Vice Chairman
Lori Price - Vice Chairwoman
Courtney Mattern - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

District Staff:
Audette Bruce - District Manager
Tyson Waag - District Engineer
Brian Quillen - Operations Director
John Vericker - District Counsel

A. Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular Meeting Held on September 22, 2026 **Exhibit 5**

B. Consideration for Acceptance – The Unaudited September 2026 Financials **Exhibit 6**

C. Ratification of IFPS Corporation Premium Financial Agreement - $20,251.00 **Exhibit 7**

D. Ratification of Annual Arbitrage Calculations from November 19, 2024 to November 19, 2025 - $475.00 **Exhibit 8**

5. Staff Reports

A. District Counsel

- Consideration for Acceptance – Builder Rights Agreement between D.R Horton Inc., and Brightwater Community Development District **Exhibit 9**

B. District Engineer

C. Field Operations

- Safety Culture Report – October 14, 2026 **Exhibit 10**
- Solitude – October 2 & 9, 2026 **Exhibit 11**
- Consideration of Gate Proposals
  - Envera **Exhibit 12**
    a. Envera Sytems Overview
    b. Implementation Timeline and Overview
    c. Arrive Callbox Information
    d. Quotation - $47,495.19 Equipment & One-Time Services, $1,068.16 Monthly Services

D. District Manager

- Presentation of Annual Arbitrage Report for the period August 6, 2025 to August 6, 2026 **Exhibit 13**

6. Supervisors Requests
7. Audience Comments – New Business – (limited to 3 minutes per individual for non-agenda items)
8. Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions or would like to obtain a copy of the full agenda, please do not hesitate to call us at 813-565-4663.
Sincerely,
Audette Bruce
District Manager

District Office:
Kai (*formerly Breeze/BreezeHome)*
2502 N. Rocky Point Dr.,
Suite 1000, Tampa, FL 33607

Meeting Location:
Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

EXHIBIT 1

AGENDA

Resolution No. 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE DISTRICT OBJECTIVES AND GOALS FOR FISCAL YEAR 2027; PROVIDING FOR TRANSMITTAL TO THE APPLICABLE LOCAL GOVERNING AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT:

1. The attached District Objectives and Goals for Fiscal Year 2027 are hereby adopted.

2. District staff is directed to transmit the adopted objectives and goals to the Lee County for record purposes.

3. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2026.

_____
Chairperson

ATTEST:

_____
Secretary

Brightwater Community Development District

2502 N Rocky Point Drive Suite 1000, Tampa, FL 33607

Performance Measures/Standards & Annual Reporting Form

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least two regular Board of Supervisor meetings per year to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting agendas and budgets are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure agendas and budgets are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2 . Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field Manager and/or District Manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Manager visits were successfully completed per management agreement as evidenced by Field Manager and/or District Manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

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

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year and previous years' budget with any amendments.

Measurement: Annual audit, current fiscal year and previous years' budgets, with any amendments are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and posting the annual audit on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

Chair/Vice Chair:_____ Date:_____

Print Name:_____

_____District

District Manager:_____ Date:_____

Print Name:_____

_____District

EXHIBIT 2

AGENDA

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT RELATED TO ITS SERIES 2026 BONDS (ASSESSMENT AREA THREE); APPROVING AND RATIFYING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE FINAL TERMS OF THE SPECIAL ASSESSMENTS WHICH SECURE THE BONDS; APPROVING THE EXECUTION OF ALL DOCUMENTS, INSTRUMENTS, AND CERTIFICATES IN CONNECTION WITH THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Brightwater Community Development District (the "**District**") issued its $11,500,000 Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Three) (the "**Series 2026 Bonds**") to finance a portion of the public improvements (the "**Assessment Area Three Project**") as described in the *Report of the District Engineer* dated May 26, 2026 (the **"Engineer's Report**") attached hereto as **Exhibit A**;

WHEREAS, the Series 2026 Bonds will be repaid by special assessments on the benefited property within the District;

WHEREAS, the Board of Supervisors of the District (the "**Board**") previously levied master special assessments in accordance with the terms outlined in the *Amended Master Special Assessment Methodology Report* dated October 28, 2025, and adopted pursuant to Resolution No. 2026-03 (the "**Assessment Resolution**"), equalizing, approving, confirming and levying special assessments on certain property within the District, which resolution is still in full force and effect;

WHEREAS, now that the final terms of the Series 2026 Bonds have been established, it is necessary to approve and ratify the *Third Supplemental Special Assessment Methodology Report* dated September 16, 2026 (the "**Supplemental Assessment Report**") and attached hereto as **Exhibit B.**

WHEREAS, the District desires to approve and confirm the execution of all documents, instruments and certificates in connection with the Series 2026 Bonds, which are on file with the District Manager, (the "**Bond Documents**") and to confirm the issuance of the Series 2026 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Authority for this resolution**. This Resolution is adopted pursuant to Chapters 170, 190, and 197 Florida Statutes.

2. **Findings**. The Board hereby finds and determines as follows:
   a. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
   b. The Engineer's Report is hereby approved and ratified.
   c. The Assessment Area Three Project will serve a proper, essential, and valid public purpose.
   d. The Assessment Area Three Project will specially benefit the developable acreage located within the District as set forth in the Engineer's Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Assessment Area Three Project to be financed with the Series 2026 Bonds to the specially benefited properties within the District as set forth in the Assessment Resolution, and this Resolution.
   e. The Series 2026 Bonds will finance the construction and acquisition of a portion of the Assessment Area Three Project.

f. The Supplemental Assessment Report is hereby approved and ratified.

3. **Ratification of the Execution of the Bond Documents**. The execution of the Bond Documents by the officials of the District are hereby ratified and confirmed.

4. **Assessment Lien for the Bonds**. The special assessments for the Series 2026 Bonds shall be allocated in accordance with the Supplemental Assessment Report.

5. **Severability**. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

6. **Conflicts**. This Resolution is intended to supplement the Assessment Resolution, which remain in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

7. **Effective date**. This Resolution shall become effective upon its adoption.

Approved and Adopted on October 27, 2026.

Attest:	**Brightwater Community Development District**
_____	_____
Name:_____	Name:_____
Title: □Secretary/□Assistant Secretary	□Chair/□Vice Chair of the Board of Supervisors

Exhibit A. *Report of the District Engineer* dated May 26, 2026
Exhibit B. *Third Supplemental Special Assessment Methodology Report* dated September 16, 2026

Exhibit A

Brightwater Community Development District

Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Three)
Report of the District Engineer



Prepared for:
Board of Supervisors
Brightwater Community Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

May 26, 2026

1.0 INTRODUCTION

The Brightwater Community Development District (the "District") encompasses 339.04 acres in Lee County, Florida following a recent boundary amendment. The District is located within Sections 16 and 21, Township 43 South, Range 25 East and is developing land north of I-75, west of Pritchett Parkway and west of the Stoneybrook North Community Development District.

See Appendix A for a Vicinity Map and Legal Description and Sketch of the amended District boundary.

2.0 PURPOSE

The District was established by Lee County Ordinance 18-02, effective January 17, 2018. The District's boundary was amended and was approved by the Lee County Board of County Commissioners pursuant to Ordinance 25-19 effective on October 8, 2025. The District previously issued its Capital Improvement Revenue Bonds, Series 2021 (Assessment Area One), which were used to fund the construction of a portion of the public improvements and community facilities within Phases 2A and 2B totaling 382 lots. Construction of these phases is complete, and the lots have been subdivided via recorded subdivision plat. The District subsequently issued its Capital Improvement Revenue Bonds, Series 2024 (Assessment Area Two), which were issued to fund the construction of a portion of the public improvements and community facilities within Phase 2C totaling 208 lots. The construction of Phase 2C is on-going with the water management and control systems partially complete.

The purpose of this Report of the District Engineer is to provide a description and estimated construction costs for the public improvements and community facilities planned within Phase 4, totaling 206 units.

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner and land developer, North Brook Holdings, LLC ("the Developer"), will construct the Phase 4 single family detached lots.

See Appendix B for the Bond Coverage Map showing the site plan within the District.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

4.1 WATER MANAGEMENT AND CONTROL

The design criteria for the District's water management and control is regulated by Lee County and the South Florida Water Management District ("SFWMD"). The water management and control plan for the District focuses on utilizing stormwater ponds excavated within upland areas for stormwater treatment and storage.

Excavated soil from the stormwater ponds will remain within the development for use in building public infrastructure including roadways, landscape berming, stormwater pond embankment requirements, utility trench backfill, and filling and grading of public property.

The primary objectives of the water management and control for the District are:

1. To provide stormwater quality treatment.

2. To protect the development within the District from regulatory-defined rainfall events.

3. To maintain natural hydroperiods in the wetlands.

4. To preserve and/or mitigate the 100-year flood plain per the current FEMA FIRM Panel.

5. To provide conveyance of stormwater runoff to stormwater ponds via storm sewer and/or swale systems withing road rights-of-way and/or appropriate easements.

Water management and control systems are designed in accordance with Lee County Land Development Code Development Standards and SFWMD Basis of Review Manual. The District will own and maintain these facilities.

4.2 DISTRICT ROADS

District Roads include the subdivision street rights-of-way improvements, including the asphalt, base and subgrade, roadway curb and gutter, and sidewalks within rights-of-way abutting common areas.

Subdivision streets will be designed in accordance with Lee County Land Development Code Development Standards. District subdivision roads will be owned and maintained by the District.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Florida Governmental Utility Authority ("FGUA") sanitary sewer service area and will provide sewer and wastewater management service to the District. Sewer and Wastewater Management will include gravity sanitary sewer collection systems within the subdivision roads rights-of-way and/or easements and pumping stations connecting to existing facilities.

Sanitary Sewer and Wastewater Management systems will be designed in accordance with FGUA requirements. FGUA will own and maintain these facilities.

4.4 WATER SUPPLY

The District is located within the Lee County Utilities service area which will provide water supply for potable water service and fire protection. Water Supply improvements will include looped water mains and appurtenances within the road rights-of-way and/or easements.

Water Supply systems are designed in accordance with Lee County Utilities Design Manual. Lee County will own and maintain these facilities.

4.5 UNDERGROUNDING OF ELECTRIC SERVICE

The District lies within the area served by Florida Power & Light (FPL) for electric service. Fees are required to convert this service from overhead to underground.

4.6 LANDSCAPING, IRRIGATION AND HARDSCAPING

Landscaping, hardscaping, buffering and irrigation will be located within and along roads rights-of-way and/or abutting common areas.

These improvements will be owned and maintained by the District.

4.7 PROFESSIONAL SERVICES AND PERMITTING FEES

Lee County, FGUA and SFWMD impose fees for construction plan reviews and permits. Professional engineering, surveying, and architecture services are needed for the subdivision, landscape, and hardscape, design, permitting, and construction administration. As well, development/construction management services may be needed for the design, permitting, construction administration, and maintenance acceptance of the public improvements and community facilities. Fees associated with the performance and warranty securities may also be required.

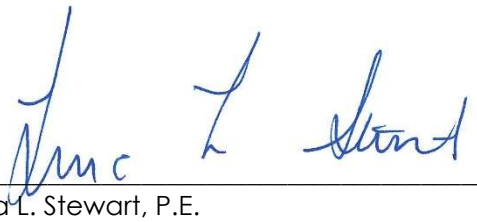
5.0 CONSTRUCTION PERMITTING STATUS

See Appendix C for the Construction Permit Summary.

6.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES CONSTRUCTION COSTS

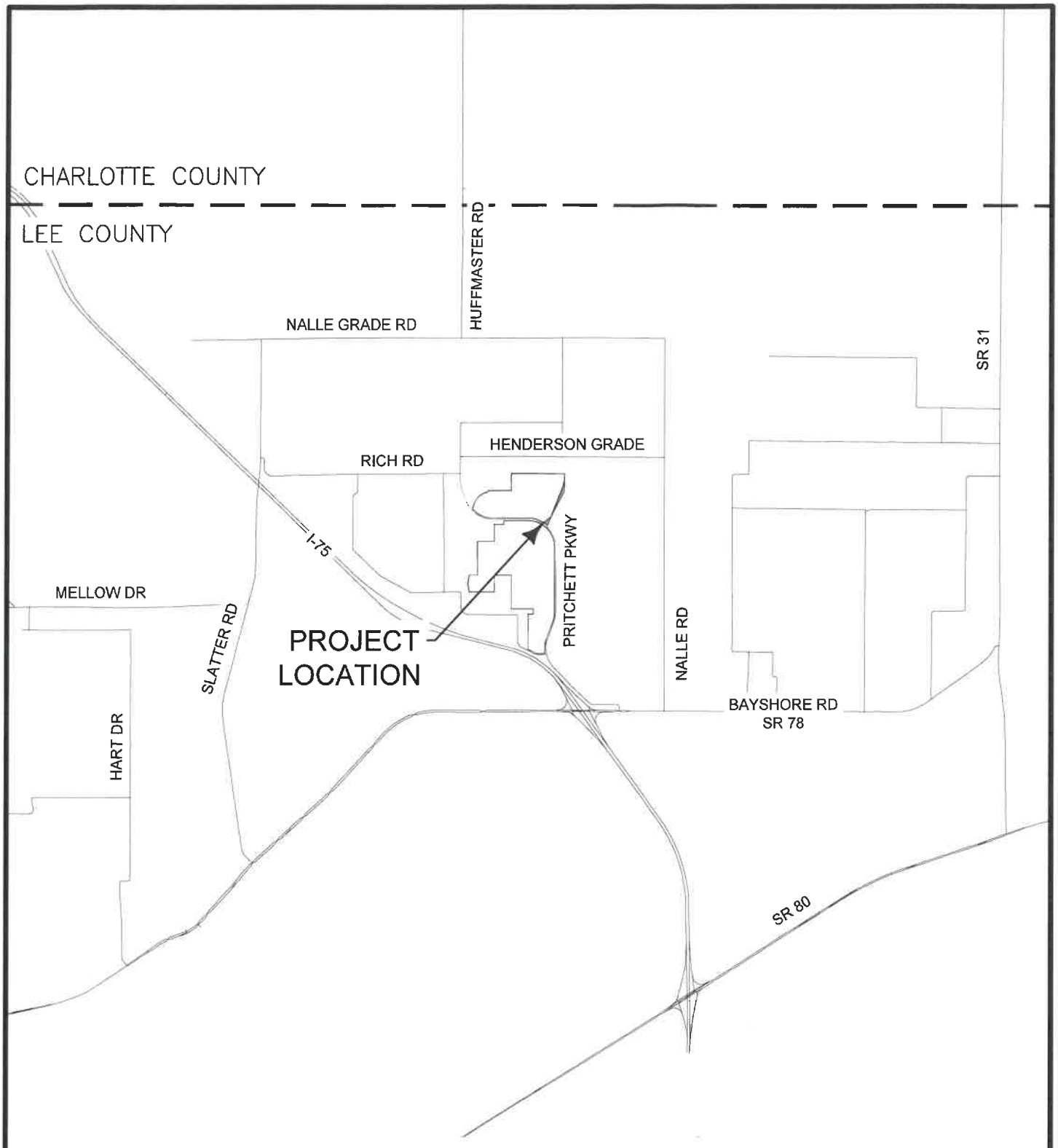
See Appendix D for the Construction Cost Estimate of the Public Improvements and Community Facilities. The estimate of the construction costs was provided by the Developer. It is our professional opinion that the estimated construction costs are conservative and should complete the improvements described herein.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.



Tonja L. Stewart, P.E.
Florida License No. 47704

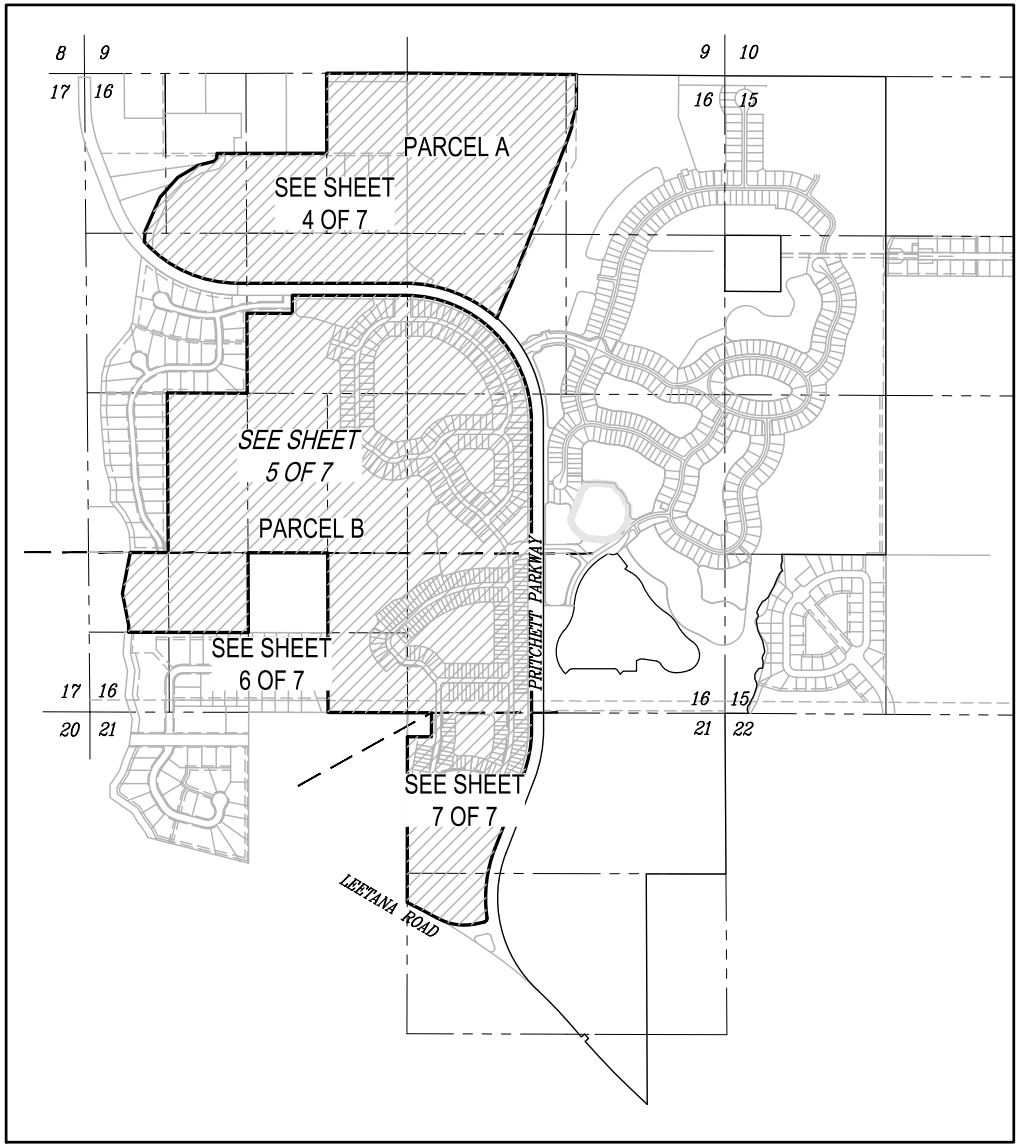
Appendix A VICINITY MAP AND LEGAL DESCRIPTION AND SKETCH OF THE DISTRICT



VICINITY MAP
SECTIONS 16 & 21, TOWNSHIP 43 S. RANGE 25 E
LEE COUNTY, FLORIDA
BRIGHTWATER CDD CONTRACTION

RDACONSULTING
RDA CONSULTING ENGINEERS, LLC
791 10TH STREET SOUTH, SUITE 302
NAPLES, FLORIDA 34102
PHONE: (239) 649-1551
FAX: (239) 649-7112
WWW.RDAFL.COM

KEY MAP



NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA AS BEING S 89°30'46" E.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PB	PLAT BOOK
OR	OFFICIAL RECORDS BOOK
IN	INSTRUMENT NUMBER
PG	PAGE(S)
LCEC	LEE COUNTY ELECTRIC COOPERATIVE
R/W	RIGHT-OF-WAY
●	DENOTES CHANGE IN DIRECTION

DRAWN BY:	KJG
CHECKED BY:	TBS
JOB CODE:	25-613
SCALE:	N/A
DATE:	4/3/2025
FILE:	25-613-BW
SHEET:	1 of 7

NOT COMPLETE WITHOUT SHEETS 1 – 7 OF 7

NOT A SURVEY

GradyMinor
a Pape-Dawson company

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, Florida 34134

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION

PARCEL OF LAND

LYING IN
SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE SIGNED

TODD B. SHORT, P.S.M
FL LICENSE #7587
FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2025\25-612-613 STONEYBROOK BRIGHTWATER CDD\SURVEY\25-613-BW.DWG

DESCRIPTION

PARCEL "A"
A PARCEL OF LAND LOCATED IN SECTION 16, TOWNSHIP 43 SOUTH RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE SOUTH 89°30'46" EAST ALONG THE NORTH LINE OF SAID FRACTION, , FOR 1,411.00 FEET; THENCE SOUTH 00°29'14" WEST, DEPARTING SAID NORTH LINE, FOR 284.35 FEET; THENCE NORTH 72°51'13" WEST, FOR 1.88 FEET; THENCE SOUTH 17°02'11" WEST, FOR 121.00 FEET; THENCE SOUTH 01°15'28" WEST, FOR 41.77 FEET; THENCE SOUTH 19°00'32" WEST, FOR 121.00 FEET; THENCE SOUTH 21°13'44" WEST, FOR 1,180.91 FEET; THENCE SOUTH 22°39'29" WEST, FOR 121.00 FEET; THENCE SOUTH 24°29'22" WEST, FOR 40.02 FEET; THENCE SOUTH 22°39'29" WEST, FOR 242.73 FEET TO A POINT OF INTERSECTION WITH THE RIGHT-OF-WAY OF PRITCHETT PARKWAY (100 FOOT RIGHT-OF-WAY) AND A POINT ON A CURVE; THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) WESTERLY 832.43 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,150.00 FEET THROUGH A CENTRAL ANGLE OF 41°28'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 69°13'17" WEST FOR 814.37 FEET; 2) THENCE NORTH 89°57'29" WEST, FOR 1,399.20 FEET TO A POINT OF CURVATURE; 3) THENCE NORTHWESTERLY 875.93 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET THROUGH A CENTRAL ANGLE OF 47°47'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 66°03'35" WEST FOR 850.75 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF TRACT "C", AS DESCRIBED IN INSTRUMENT NUMBER 2020000093873, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, 1) NORTH 04°31'15" EAST, FOR 90.77 FEET; 2) THENCE NORTH 23°43'00" EAST, FOR 306.54 FEET; 3) THENCE NORTH 41°43'58" EAST, FOR 222.54 FEET; 4) THENCE NORTH 59°40'11" EAST, FOR 199.30 FEET; 5) THENCE NORTH 75°52'07" EAST, FOR 136.18 FEET; 6) THENCE NORTH 38°58'12" EAST, FOR 33.51 FEET; 7) THENCE NORTH 02°11'01" EAST, FOR 39.99 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 89°59'04" EAST, ALONG SAID SOUTH LINE, FOR 915.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 00°08'03" WEST ALONG THE WEST LINE OF SAID FRACTION, FOR 667.04 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE NORTH 89°55'12" EAST ALONG THE NORTH LINE OF SAID FRACTION, FOR 672.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 109.34 ACRES, MORE OR LESS.

CONTINUED ON SHEET 3 OF 7

NOT COMPLETE WITHOUT SHEETS 1 – 7 OF 7

GradyMinor
a Pape-Dawson company

Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION

PARCEL OF LAND

LYING IN
SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOT A SURVEY

DRAWN BY:	KJG
CHECKED BY:	TBS
JOB CODE:	25-613
SCALE:	N/A
DATE:	4/3/2025
FILE:	25-613-BW
SHEET:	2 of 7

G:\SURVEY\PROJECT SURVEY 2025\25-612-613 STONEYBROOK BRIGHTWATER CDD\SURVEY\25-613-BW.DWG

DESCRIPTION (CONTINUED)

PARCEL "B"
A PARCEL OF LAND LOCATED IN SECTIONS 16, AND 21, TOWNSHIP 43 SOUTH RANGE 25 EAST, AND ALL OF BRIGHTWATER, RECORDED IN INSTRUMENT NUMBER 202300013053, PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 89°52'02" WEST ALONG THE SOUTH LINE OF SAID FRACTION, FOR 661.74 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16 THE SAME BEING A POINT ON THE EAST BOUNDARY OF COLONIAL PINES, PLAT BOOK 36, PAGES 26 THROUGH 29, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 00°08'04" WEST ALONG SAID EAST BOUNDARY, FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION AND SAID COLONIAL PINES; THENCE CONTINUE NORTH 00°08'04" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION; THENCE NORTH 89°50'44" WEST ALONG THE NORTH LINE OF SAID FRACTION, FOR 664.45 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE SOUTH 00°15'04" EAST ALONG THE WEST LINE OF SAID FRACTION, FOR 664.68 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION THE SAME BEING AN INTERSECTION WITH THE NORTH LINE OF SAID COLONIAL PINES; THENCE NORTH 89°51'23" WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16 AND THE NORTH LINE OF SAID COLONIAL PINES, FOR 998.54 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK; THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) NORTH 01°16'07" EAST, FOR 58.82 FEET; 2) THENCE NORTH 11°05'51" WEST, FOR 270.22 FEET; 3) THENCE NORTH 10°49'37" EAST, FOR 347.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THE SAME BEING A POINT OF INTERSECTION WITH THE BOUNDARY OF HUNTER'S GLEN, PLAT BOOK 59 AT PAGES 92 THROUGH 94, PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE ALONG THE BOUNDARY OF SAID HUNTER'S GLEN FOR THE FOLLOWING SIX (6) COURSES AND DISTANCES, 1) SOUTH 89°50'44" EAST, FOR 316.69 FEET; 2) THENCE NORTH 00°22'06" WEST, FOR 1,329.62 FEET; 3) THENCE SOUTH 89°49'27" EAST, FOR 667.18 FEET; 4) THENCE NORTH 00°15'04" WEST, FOR 666.28 FEET; 5) THENCE SOUTH 89°53'18" EAST, FOR 378.81 FEET; 6) THENCE NORTH 00°02'31" EAST, FOR 150.55 FEET TO A POINT OF INTERSECTION WITH THE RIGHT-OF-WAY OF PRITCHETT PARKWAY (100 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING NINE (9) COURSES AND DISTANCES, 1) SOUTH 89°57'29" EAST, FOR 942.66 FEET TO A POINT OF CURVATURE; 2) THENCE SOUTHEASTERLY 1,647.95 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET THROUGH A CENTRAL ANGLE OF 89°55'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°59'46" EAST FOR 1,483.94 FEET; 3) THENCE SOUTH 00°02'02" EAST, FOR 2,572.50 FEET TO A POINT OF CURVATURE; 4) THENCE SOUTHERLY 386.92 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET THROUGH A CENTRAL ANGLE OF 21°06'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 10°31'22" WEST FOR 384.74 FEET; 5) THENCE SOUTH 21°04'46" WEST, FOR 652.71 FEET TO A POINT OF CURVATURE; 6) THENCE SOUTHERLY 589.01 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,150.00 FEET THROUGH A CENTRAL ANGLE OF 29°20'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 06°24'23" WEST FOR 582.60 FEET TO A POINT OF REVERSE CURVATURE; 7) THENCE SOUTHWESTERLY 45.10 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 86°07'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 34°47'46" WEST FOR 40.97 FEET; 8) THENCE SOUTH 77°51'33" WEST, FOR 75.93 FEET TO A POINT OF CURVATURE; 9) THENCE WESTERLY 325.68 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET THROUGH A CENTRAL ANGLE OF 41°28'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°24'27" WEST FOR 318.62 FEET TO A POINT OF INTERSECTION WITH THE RIGHT-OF-WAY OF LEETANA DRIVE (86 FEET WIDE) AND A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 286.17 FEET ALONG SAID RIGHT-OF-WAY AND THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4,064.06 FEET THROUGH A CENTRAL ANGLE OF 04°02'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 62°41'28" WEST FOR 286.11 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 00°05'39" EAST, ALONG SAID WEST LINE, FOR 1,381.74 FEET TO THE SOUTHWEST CORNER OF PARCEL 122 AS DESCRIBED IN INSTRUMENT NUMBER 2011000178885, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LANDS FOR ALL OF THE REMAINING COURSES AND DISTANCES, SOUTH 89°53'32" EAST, FOR 200.00 FEET; THENCE NORTH 00°05'39" EAST, FOR 200.00 FEET; THENCE NORTH 89°53'32" WEST, FOR 200.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 229.70 ACRES, MORE OR LESS.

TOTAL OF PARCELS "A" AND "B" CONTAINING 339.04 ACRES, MORE OR LESS.

NOT COMPLETE WITHOUT SHEETS 1 – 7 OF 7

GradyMinor
a Pape-Dawson company

Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, Florida 34134

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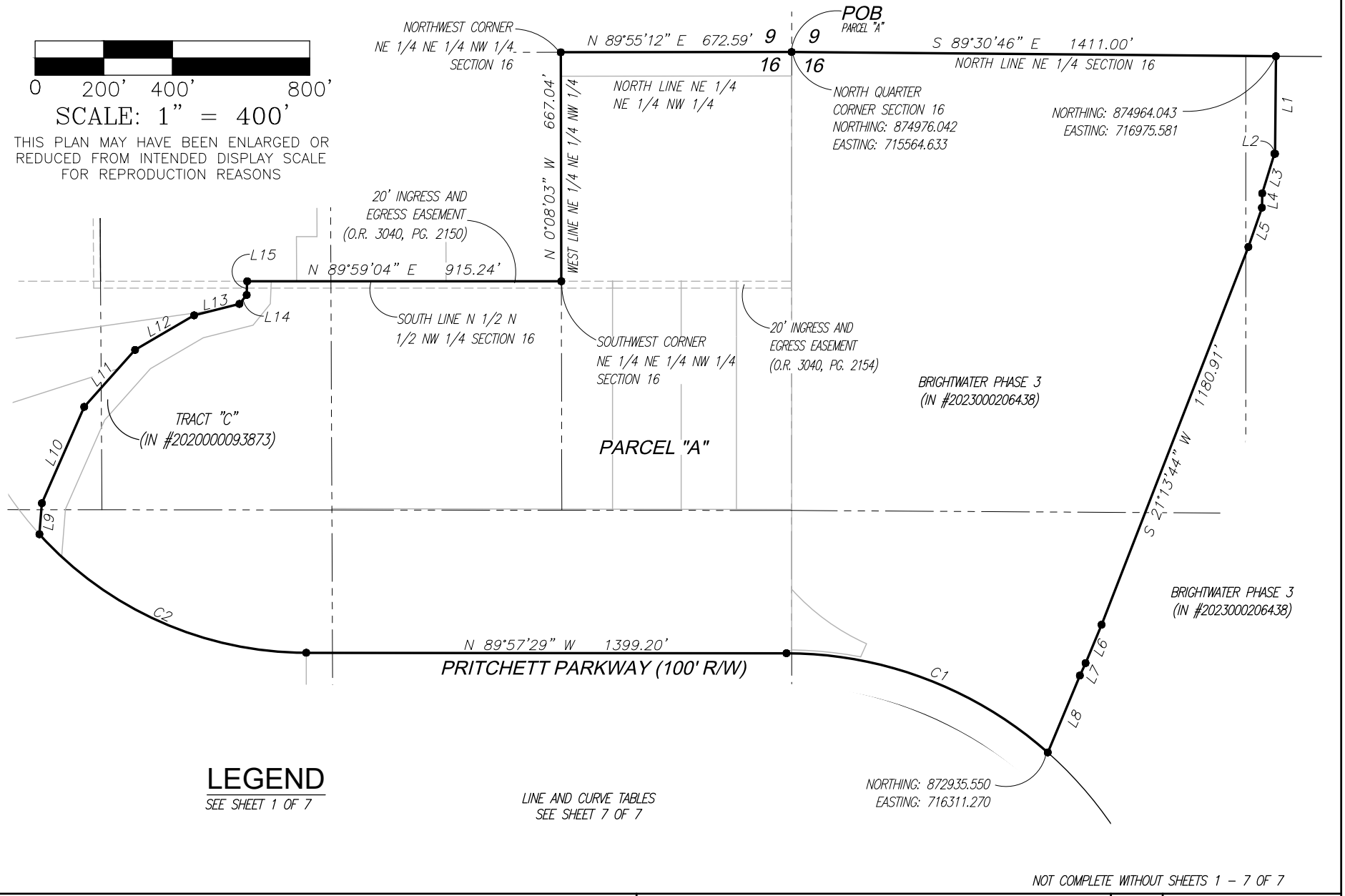
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SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOT A SURVEY

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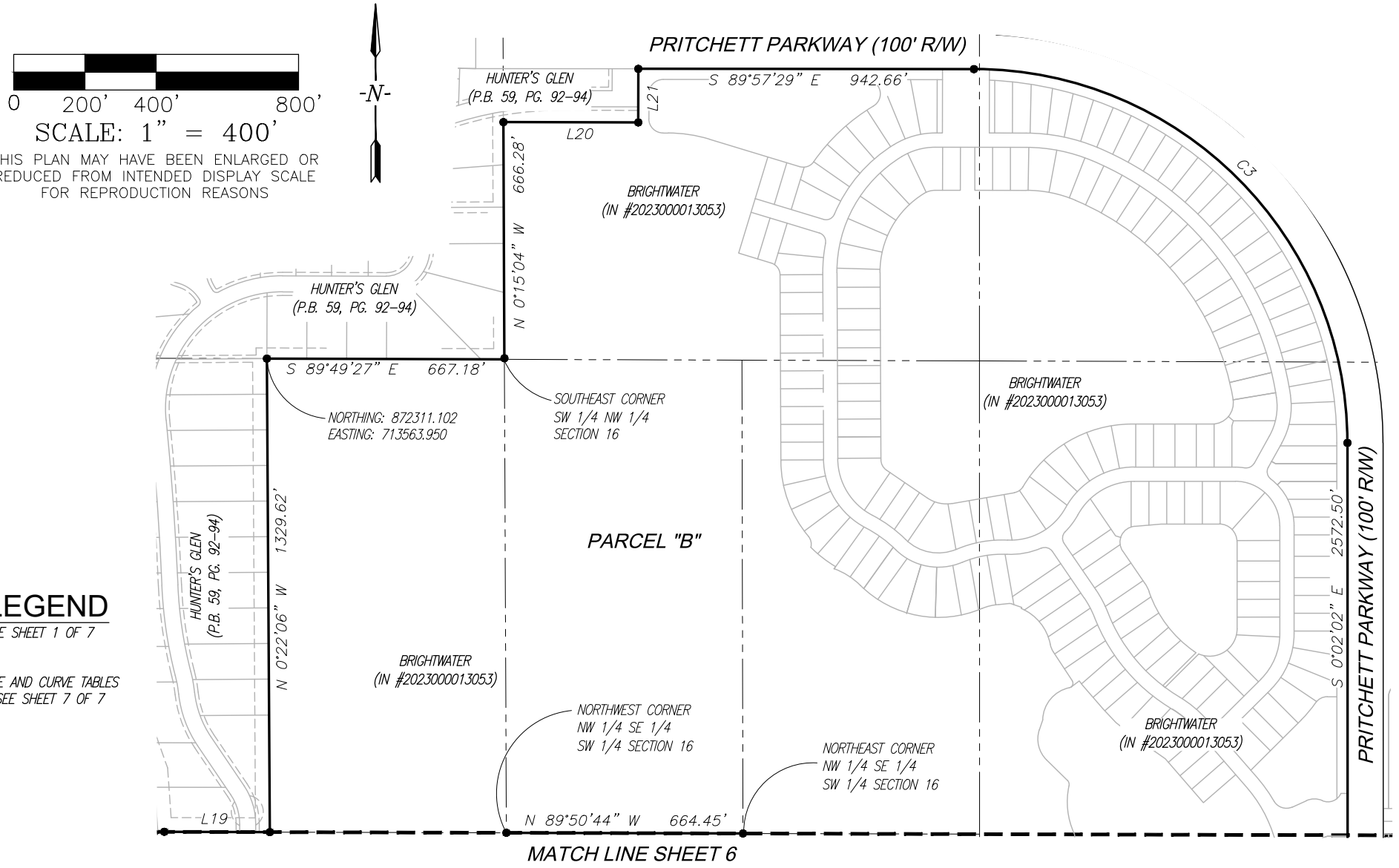
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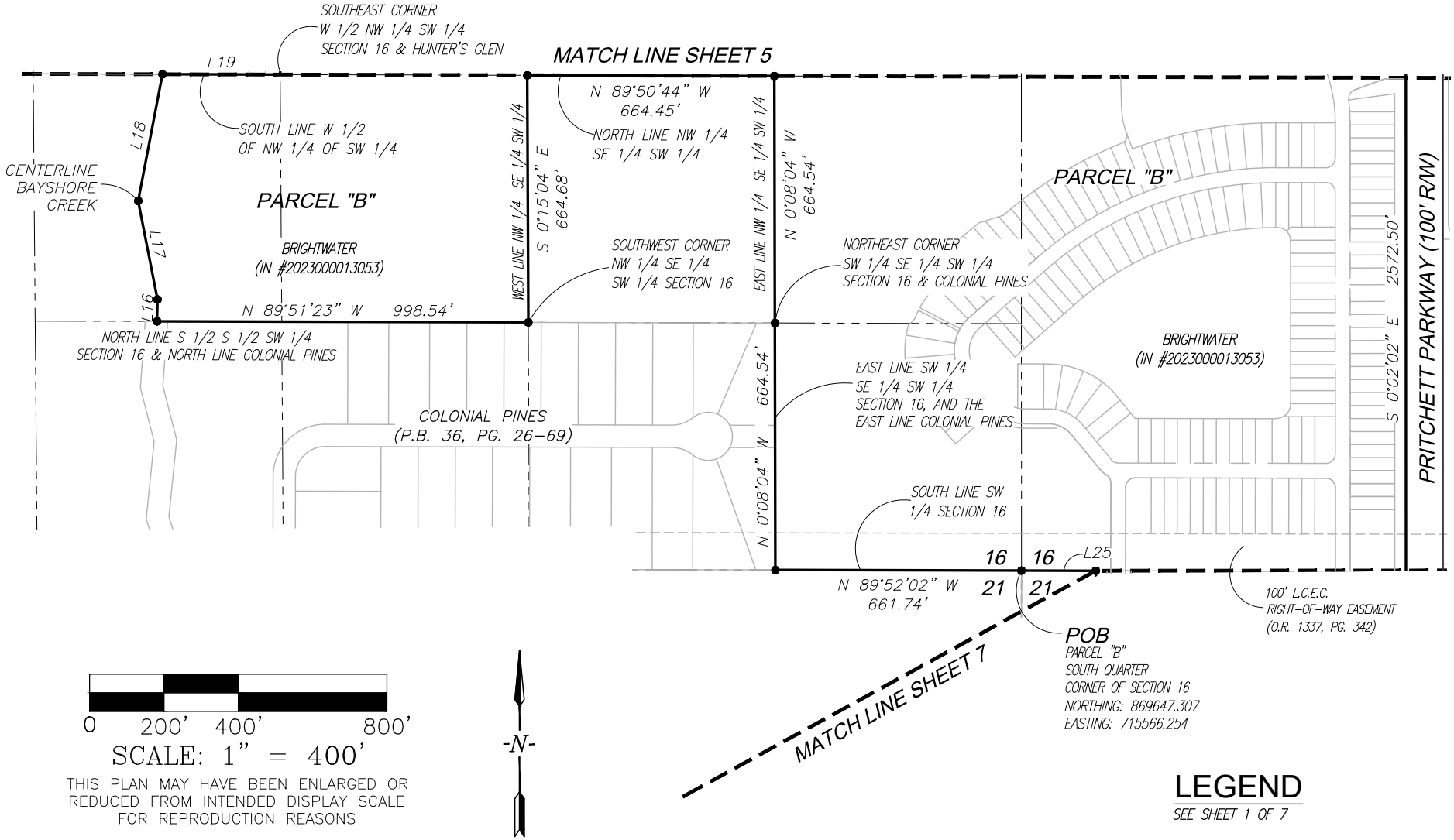
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LINE AND CURVE TABLES
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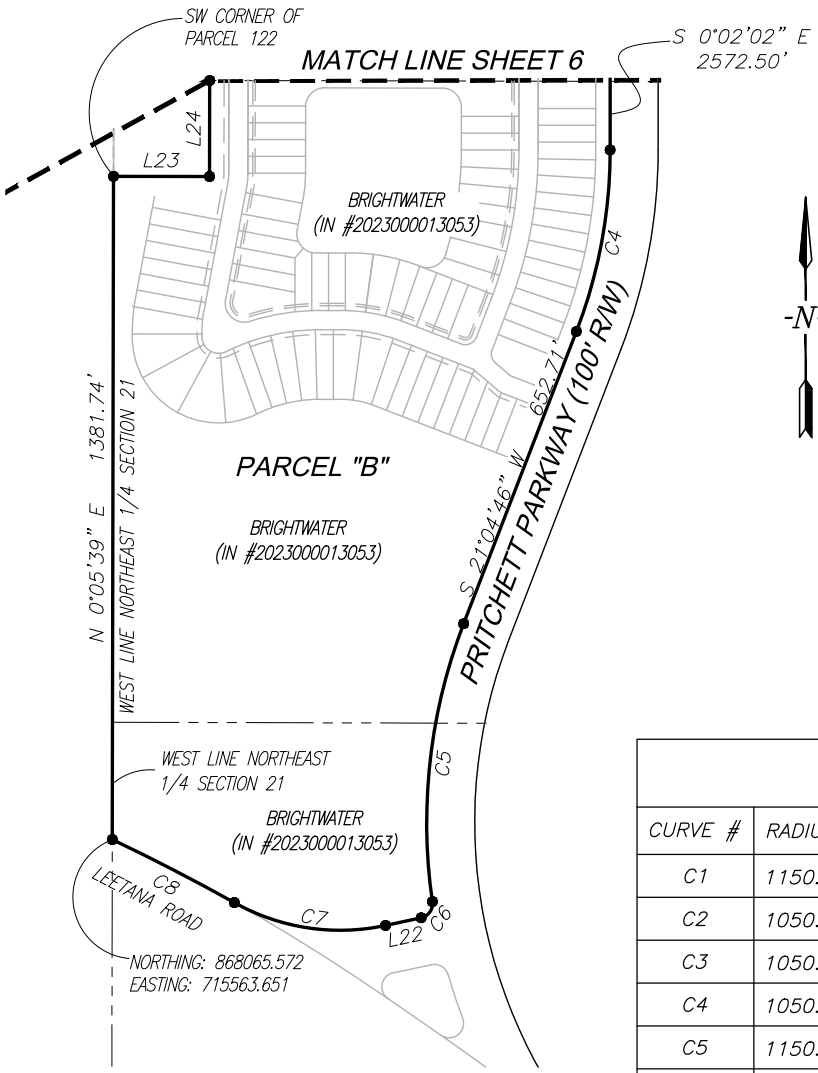
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0 100' 200' 400'

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THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

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SEE SHEET 1 OF 7

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1150.00'	832.43'	41°28'25"	N 69°13'17" W	814.37'
C2	1050.00'	875.93'	47°47'50"	N 66°03'35" W	850.75'
C3	1050.00'	1647.95'	89°55'27"	S 44°59'46" E	1483.94'
C4	1050.00'	386.92'	21°06'48"	S 10°31'22" W	384.74'
C5	1150.00'	589.01'	29°20'46"	S 6°24'23" W	582.60'
C6	30.00'	45.10'	86°07'33"	S 34°47'46" W	40.97'
C7	450.00'	325.68'	41°28'01"	N 81°24'27" W	318.62'
C8	4064.06'	286.17'	4°02'04"	N 62°41'28" W	286.11'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 0°29'14" W	284.35'
L2	N 72°51'13" W	1.88'
L3	S 17°02'11" W	121.00'
L4	S 1°15'28" W	41.77'
L5	S 19°00'32" W	121.00'
L6	S 22°39'29" W	121.00'
L7	S 24°29'22" W	40.02'
L8	S 22°39'29" W	242.73'
L9	N 4°31'15" E	90.77'
L10	N 23°43'00" E	306.54'
L11	N 41°43'58" E	222.54'
L12	N 59°40'11" E	199.30'
L13	N 75°52'07" E	136.18'
L14	N 38°58'12" E	33.51'
L15	N 2°11'01" E	39.99'
L16	N 1°16'07" E	58.82'
L17	N 11°05'51" W	270.22'
L18	N 10°49'37" E	347.01'
L19	S 89°50'44" E	316.69'
L20	S 89°53'18" E	378.81'
L21	N 0°02'31" E	150.55'
L22	S 77°51'33" W	75.93'
L23	S 89°53'32" E	200.00'
L24	N 0°05'39" E	200.00'
L25	N 89°53'32" W	200.00'

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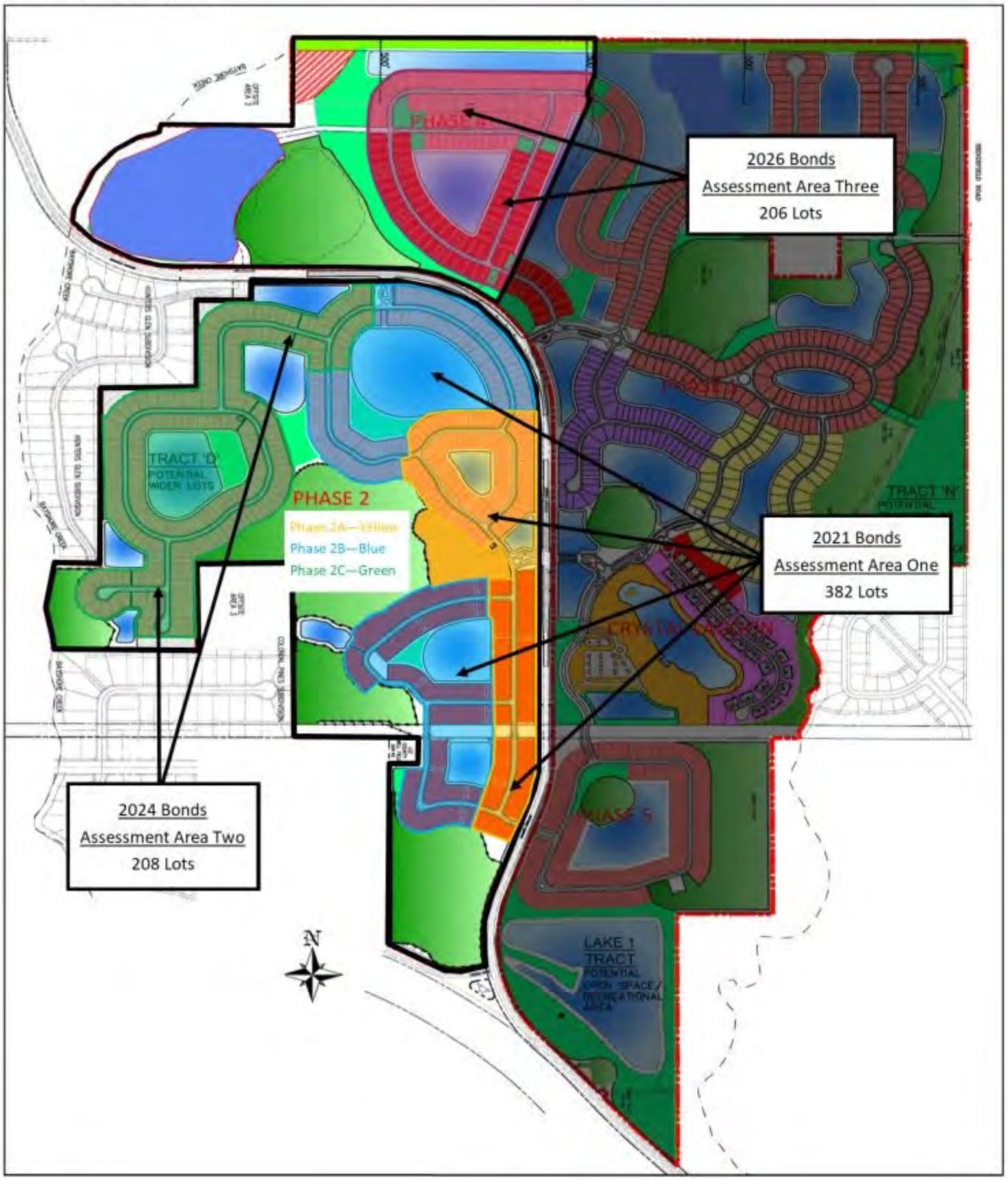
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Appendix B BOND COVERAGE MAP

Brightwater CDD



Appendix C CONSTRUCTION PERMIT SUMMARY

Brightwater CDD
Construction Permit Summary
2026 Bond Issuance Phase 4

Permit	Number	Date	Notes
Phase 4			
Development Order	DOS2024-00053	10/16/2025	
SFWMD - Landscape	36-06899-P	4/25/2023	
SFWMD - ERP	DOS2024-00053	10/16/2025	
FDOH - Potable Water		TBD	Plans are approved and will be issued upon payment of fees
FDEP-Wastewater		TBD	Plans are approved and will be issued upon payment of fees

Appendix D CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Brightwater Community Development District

CONSTRUCTION COST ESTIMATE

Assessment Area Three

ITEMS	DESCRIPTION	SUBDIVISION TOTAL
1	District Roads	$2,061,900
2	Water Management and Control	$3,481,400
3	Sewer & Wastewater Management	$1,853,400
4	Water Supply	$1,288,000
5	Undergrounding of Electric Service	$206,000
6	Landscaping/Irrigation/Hardscaping	$906,400
7	Development/Construction Management	$1,096,200
8	Professional Services and Permitting Fees	$679,800
9	Water/Wastewater Capacity Fees	$803,400
	TOTAL	**$12,376,500**

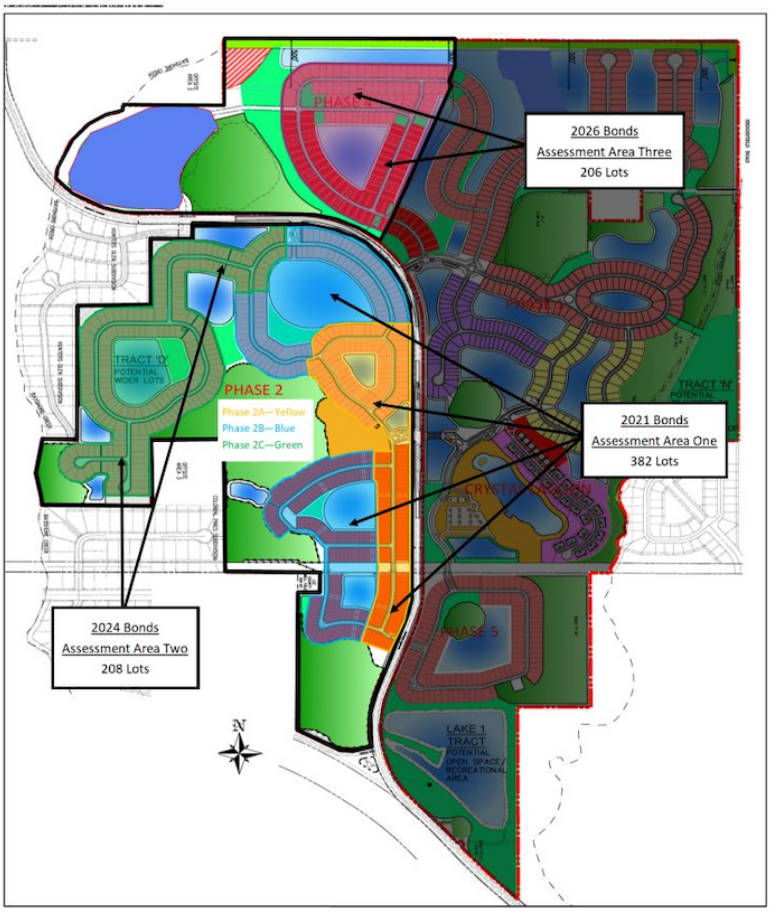
Exhibit B

BRIGHTWATER

COMMUNITY DEVELOPMENT DISTRICT

THIRD SUPPLEMENTAL
SPECIAL ASSESSMENT METHODOLOGY REPORT

$11,500,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026 (ASSESSMENT AREA THREE)



September 16, 2026

Prepared by
Kai
2502 North Rocky Point Drive, Suite 1000
Tampa, Florida 33607

BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT

THIRD SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026 (ASSESSMENT AREA THREE)

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OVERVIEW

INTRODUCTION

The Brightwater Community Development District (the "**District**") was established by Ordinance No. 18-02, which was approved by the Board of County Commissioners of Lee County, Florida (the "**County Commission**") on January 16, 2018, and effective on January 17, 2018. The original boundaries of the District encompassed approximately 340.29 acres. Subsequently, a petition to amend the boundary of the District was approved by the County Commission by Ordinance No. 25-19 adopted on October 7, 2025, and effective on October 8, 2025. The District's amended boundaries encompass approximately 339.04 acres.

The District is a local unit of special-purpose government established pursuant to, and existing in accordance with, Chapter 190, Florida Statutes (the "**Act**"). The undeveloped lands within the District are owned and being developed by North Brook Holdings, LLC (the "**Developer**"). To advance the development of the properties within the District, certain capital improvements have been planned (the "**CIP**"), as described in the Brightwater Community Development District Amended Master Report of the District Engineer, dated October 28, 2025 (the "Master Engineer's Report").

REPORT OBJECTIVE

To provide for the acquisition and/or construction of the portion of the CIP benefitting the lands within Assessment Area Three (hereinafter defined) within the District, Stantec Consulting Services Inc. has prepared the Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Three) Report of the District Engineer, dated May 26, 2026 (the "**Third Supplemental Engineer's Report**"). The purpose of this Third Supplemental Special Assessment Methodology Report (the "**Third Supplemental AMR**") is to apply the basis and methodology of benefit and assessment allocation in accordance with the Amended Master Special Assessment Methodology Report for the Issuance of Capital Improvement Revenue Bonds, dated October 28, 2025 (the "**Master AMR**"), in connection with the District's issuance of its Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Three) (the "**Series 2026 Bonds**").

The Series 2026 Bonds are being issued to provide funds to finance a portion of the Cost of acquiring, constructing and equipping the portion of the CIP (the "**Assessment Area Three Project**") benefitting the 82.61 gross acres within Phase 4 within the District ("**Assessment Area Three**"), which is anticipated to include a total of 206 residential units (the "**Lots**"). The District will defray a portion of the cost thereof by levying special assessments (the "**Series 2026 Assessments**") on the benefitted property within Assessment Area Three of the District.

Any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Master AMR, and the terms of the Master AMR are incorporated

herein. Further, to the extent of any inconsistency between this Third Supplemental AMR and the Master AMR, this Third Supplemental AMR controls.

PRIOR METHODOLOGY REPORTS AND BONDS

In August 2021, the District issued its $10,000,000 Capital Improvement Revenue Bonds, Series 2021 (Assessment Area One) (the "**Series 2021 Bonds**") to fund a portion of the CIP benefitting Assessment Area One (hereinafter defined), as more particularly described in the Capital Improvement Revenue Bonds, Series 2021 Report of the District Engineer, dated May 12, 2021, which served development and construction of the 382 residential units within Phases 2A and 2B of the District ("**Assessment Area One**") which are now developed and platted. As of the date of this Third Supplemental AMR, the Series 2021 Bonds are Outstanding in the principal amount of $8,565,000.

In November 2024, the District issued its $7,850,000 Capital Improvement Revenue Bonds, Series 2024 (Assessment Area Two) (the "**Series 2024 Bonds**") to fund a portion of the CIP benefitting Assessment Area Two (hereinafter defined), as more particularly described in the Capital Improvement Revenue Bonds, Series 2024 (Assessment Area Two) Report of the District Engineer, dated October 18, 2024, which served development and construction of the 208 residential units planned within Phase 2C of the District ("**Assessment Area Two**"). As of the date of this Third Supplemental AMR, the Series 2024 Bonds are Outstanding in the principal amount of $7,740,000.

Neither the Series 2021 Bonds nor the Series 2024 Bonds are secured by the assessments levied on the same lands as the Series 2026 Assessments.

PROJECT FINANCING AND BENEFIT ALLOCATION

OVERVIEW

Under Chapter 190, Florida Statutes, the District has the authority to issue bonds to construct and/or acquire capital improvements using the proceeds of such bonds, and to levy debt assessments to secure the repayment of such bonds. For a special assessment to be valid under Florida law, the special assessment must meet two requirements: (1) the benefit from the project to the lands subject to the special assessments must exceed or equal the amount of the special assessments, and (2) the special assessments must be fairly and reasonably allocated across all such benefitted properties. An assessment methodology may be based on front footage, or any other reasonable allocation method, so long as these requirements are met.

ASSESSMENT AREA THREE PROJECT AND BENEFITS

The Assessment Area Three Project contains improvements that benefit all assessable units within Assessment Area Three (the "**Improvements**"). Accordingly, the Series 2026

Assessments levied in connection with the Improvements will be levied on all planned units within Assessment Area Three, which is anticipated to include a total of 206 Lots. The Assessment Area Three Project is estimated to cost approximately **$12,376,500**. A summary of the estimated costs of the Assessment Area Three Project, as shown in the Third Supplemental Engineer's Report, is set forth in the following **Table 1.**

The Assessment Area Three Project provides a special and particular benefit to the developable property within Assessment Area Three. The special and particular benefits include: (a) added use of the property, (b) added enjoyment of the property, (c) decreased insurance premiums, and (d) increased marketability and value of the property. Without the Assessment Area Three Project, development of the lands within Assessment Area Three would not be legally or economically feasible. The property owners within Assessment Area Three are therefore receiving special benefits not received by those outside the boundaries. As outlined in the Third Supplemental Engineer's Report, and shown in **Table 1**, the benefit conveyed upon the lands within Assessment Area Three from the Improvements comprising the Assessment Area Three Project exceeds or is equal to the cost of the Improvements (please refer to **Appendix 1** for further benefit analysis).

Table 1. CIP Cost Detail

BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT
CIP COST ESTIMATE

TOTAL COST DETAIL - ASSESSMENT AREA THREE PROJECT

DESCRIPTION		TOTAL
District Roads	$	2,061,900
Water Management and Control		3,481,400
Sanitary Sewer & Wastewater Management		1,853,400
Potable Water Supply		1,288,000
Undergrounding of Electrical Supply		206,000
Landscaping/Irrigation/Hardscaping		906,400
Project Management		1,096,200
Profession Services/Fees/Perf. Bonds		679,800
Capacity Fees		803,400
Total	**$**	**12,376,500**

BOND FINANCING ASSUMPTIONS

For purposes of this Third Supplemental AMR, the principal amount of the bonds and associated maximum annual debt service assessments (the "**MADS**") have been sized based on funding a portion of the Assessment Area Three Project costs as described in the Third Supplemental Engineer's Report and adjusted for the allowable bond financing costs including

debt service reserves, capitalized interest and costs of issuance. The bond principal amount represents a maximum bonding amount. The developable properties within Assessment Area Three will constitute the properties on which the Series 2026 Assessments are levied to repay the Series 2026 Bonds.

Detailed financing information for the bonds, including the amount necessary to finance the Assessment Area Three Project costs, is provided in **Table 2** below:

Table 2. Financing Assumptions

BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS FINANCING ANALYSIS		
FINANCING ASSUMPTIONS - SERIES 2026		
Coupon Rate [1]		6.25%
Term (Years)		30
Principal Amortization Installments		30
ISSUE SIZE		**$11,500,000**
General Construction Fund		$9,772,321
Capitalized Interest (Months)[2]	7	$432,512
Debt Service Reserve Fund	100%	$852,666
Underwriter's Discount	2.00%	$230,000
Cost of Issuance		$212,500
ANNUAL ASSESSMENT		
Annual Debt Service (Principal plus Interest)		$852,666
Collection Costs and Discounts[3] @	0.00%	$0
TOTAL ANNUAL ASSESSMENT		**$852,666**
(1) Average interest rate		
(2) Maximum capitalized interest		
(3) To be allocated at time of certifying for collection with the County Tax Collector		

Source: FMSbonds Inc.

ASSESSMENT ALLOCATION

There are two requirements for a valid special assessment imposed pursuant to the District's legislative authority: (1) the assessed property must receive a direct and special benefit from the improvement or service provided, and (2) the assessment must be fairly and reasonably apportioned among the properties receiving such special benefit. Section 170.02, Florida Statutes, provides that special assessments shall be levied against property specially benefited by the improvement in proportion to the benefits derived, as determined by front footage or such other method prescribed by the governing body.

The ERU allocation approach is a generally recognized method for proportionally spreading special assessments over benefited properties within community development districts. This Third Supplemental AMR allocates the Series 2026 Assessments based on residential Product Types, which reflect the standard lot width categories customarily used in land development sales contracts rather than exact platted lot measurements.

For purposes of this methodology, each constructed unit on a fifty-foot lot is assigned 1.0 Equivalent Residential Unit ("ERU"), which serves as the baseline for measuring benefits to other lot size categories and land uses. This structure allows generally uniform Product Types to receive the same benefit allocation, while permitting different ERU assignments where appropriate.

In connection with the Assessment Area Three Project, the Developer has informed the District that it currently plans to construct 206 Lots, totaling **196.60 ERUs**.

To advance development within Assessment Area Three, the District intends to finance the Assessment Area Three Project through the issuance of the Series 2026 Bonds. The Series 2026 Bonds will be secured by and payable from the Series 2026 Assessments levied on property benefiting from the public improvements financed with bond proceeds. The Series 2026 Assessments are calculated using mathematical formulas that allocate the cost of the bond-funded infrastructure in proportion to the benefit received.

Based on the foregoing, the Series 2026 Bonds total **$11,500,000** and are payable from and secured by the Series 2026 Assessments as set forth in **Table 3** below:

Table 3. Series 2026 Bonds Par & Debt Service Assessment Allocation

BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2026 BONDS PAR & DEBT SERVICE ASSESSMENT ALLOCATION

PRODUCT	UNIT COUNT	ERU PER UNIT	TOTAL ERUs	% OF ERUs	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	TOTAL MADS (2)	TOTAL PRINCIPAL	TOTAL MADS (2)
SF 40'	47	0.80	37.60	19.13%	$2,199,390	$163,074	$46,796	$3,470
SF 50'	159	1.00	159.00	80.87%	$9,300,610	$689,593	$58,494	$4,337
TOTAL	**206**		**196.60**	**100.00%**	**$11,500,000**	**$852,666**		

(1) Allocation of total Bonds principal & assessments based on equivalent residential units. Individual lot principal and interest assessments calculated on a per unit basis. 7 months Capitalized Interest Period.

(2) Includes principal & interest and is net of the discounts & fees.

APPORTIONMENT OF THE SERIES 2026 ASSESSMENT

METHOD OF APPORTIONMENT OF THE ASSESSMENT

The Series 2026 Assessments will be fairly and reasonably allocated. As of the date of this Third Supplemental AMR, Assessment Area Three consists of the 82.61 acres of undeveloped gross acreage in Phase 4 and remains in the ownership of the Developer. Each Fiscal Year, the District shall levy the Series 2026 Assessments as follows:

1. At issuance and prior to recording of a subdivision plat map of the gross acreage of Assessment Area Three or any portion thereof, the Series 2026 Assessments will be allocated to the benefitted lands within Assessment Area Three, as described by Folio Number or legal description, based on acreage of such lands of Assessment Area Three. Table 4 describes the maximum Series 2026 Assessment allocation to the unplatted / undeveloped acreage within Assessment Area Three encumbered by the Series 2026 Bonds, and the maximum Series 2026 Assessments necessary to support repayment of the Series 2026 Bonds.

Table 4. Unplatted Land Bonds Allocation Methodology

BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT
BONDS PAR AND DEBT SERVICE ASSESSMENTS ALLOCATION

UNPLATTED LAND BONDS ALLOCATION METHODOLOGY (1)

PHASE	UNIT	TOTAL ACREAGE	PRODUCT TYPE		PER UNIT	
			TOTAL PRINCIPAL	TOTAL MADS (2)	TOTAL PRINCIPAL	TOTAL MADS (2)
PH 4	Acre	82.61	$11,500,000	$852,666	$139,208	$10,322

(1) Allocation of total bond principal & assessments for the undeveloped / unplatted acreage encumbered by the bond.

(2) Includes principal & interest and is net of the discounts & fees.

2. Upon recording a subdivision plat for all or any portion of Assessment Area Three, the Series 2026 Assessments will be levied on the individual Lots identified in the plat based on the ERUs assigned to each Lot, as set forth in **Table 3**.

3. If additional monies are needed to satisfy the debt service requirement after the first two steps have been completed as a result of a plat or re-plat of property, the owner of such property will be obligated to immediately remit to the District the total bond principal amount, as well as any applicable interest, collection costs, and penalties, for the difference between the debt service requirement and the Series 2026 Assessment revenue generated after the first two steps have been completed, i.e., the True-Up Obligation described herein.

NEW PRODUCT TYPES

The Series 2026 Assessments set forth in **Table 3** have been established based on the anticipated Product Types. However, additional Product Types may be developed, and in such event, the District's Assessment Consultant may determine the Series 2026 Assessments for those new Product Types in a fair and reasonable manner, without a further public hearing or action by the District's Board of Supervisors.

THIRD PARTY TRANSFERS

In the event Undeveloped Property is sold (a "**Transferred Parcel**"), the Series 2026 Assessments will be assigned to that Transferred Parcel based on the maximum total number of Lots assigned by the landowner to the Transferred Parcel (subject to any true-up considerations if applicable as determined by the District in its sole discretion). The owner of the Transferred Parcel will be responsible for the total Series 2026 Assessments applicable to the Transferred

Parcel, regardless of the total number of Lots ultimately platted. These total Series 2026 Assessments are fixed to the Transferred Parcel at the time of the sale. If the Transferred Parcel is subsequently sub-divided into smaller parcels, the total Series 2026 Assessments initially allocated to the Transferred Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting, and then first-platted, first-assigned).

TRUE-UP OBLIGATIONS

The Series 2026 Assessments will be initially allocated in accordance with this methodology. All changes in the number of Lots and Lot mix will be permitted if the per-ERU assessment or the per acre assessment, as applicable, on the remaining Undeveloped Property of the parcel(s) does not exceed the initial level as established herein. This density true-up analysis and obligation is referred to herein as the "**True-Up Analysis**" and depends on whether the revised product mix, consistent with the terms of this assessment allocation methodology, is able to absorb the Series 2026 Assessments that were originally planned to be levied under the development plan outlined at the time of issuance of the Series 2026 Bonds.

When the gross acreage lands within Assessment Area Three are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for a "true-up" review as follows:

1. If Proposed Plats of the gross acreage lands within Assessment Area Three are consistent with the development plan for such phase as identified herein, and the Series 2026 Assessments per acre on the "**Remaining Unplatted Lands**" (i.e., those remaining unplatted lands after the Proposed Plats are recorded) are equal to the Original Debt per Acre Amount after the Proposed Plats, then the District shall allocate the Series 2026 Assessments to the Product Types being platted and the remaining property in accordance with this Third Supplemental AMR, and cause the Series 2026 Assessments to be recorded in the District's Improvement Lien Book.

2. If Proposed Plats of the gross acreage lands within Assessment Area Three contain more than the number of planned ERUs for such parcel(s), thereby resulting in a decrease in the Series 2026 Assessments per acre on the Remaining Unplatted Lands of such parcel(s) as compared to the Original Debt per Acre Amount of such parcel(s) after the Proposed Plats, then the District may undertake a pro rata reduction of the Series 2026 Assessments for all assessed properties within Assessment Area Three, or may otherwise address such net decrease as permitted by law.

3. If Proposed Plats of the gross acreage lands within Assessment Area Three contain fewer than the number of planned ERUs for such parcel(s), thereby resulting in an increase in

the Series 2026 Assessments per acre on the Remaining Unplatted Lands of such parcel(s) as compared to the Original Debt per Acre Amount of such parcel(s) after the Proposed Plats, then the District shall require the respective landowners of the lands encompassed by the Proposed Plats to pay an amount equal to the difference between the Series 2026 Assessments per acre on the Remaining Unplatted Lands and the Original Debt per Acre Amount ("**True-Up Obligation**").

In accordance with the True-Up Agreement to be entered into by the Developer and the District at the time of issuance of the Series 2026 Bonds, prior to the time a parcel within Assessment Area Three is platted and developed, or ownership is transferred by the Developer to any other entity or person with a specific number of assessable units allocated thereto, the True-Up Analysis will be conducted in accordance with the assessment methodology set forth herein and in the True-Up Agreement.

All Series 2026 Assessments levied run with the land, and such Series 2026 Assessment liens include any True-Up Obligations. The District will not release any liens on property for which True-Up Obligations are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Series 2026 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review by the District shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement between the District and the Developer and the relevant assessment resolution(s).

PRELIMINARY ASSESSMENT ROLL AND COLLECTION

ASSESSMENT LEVY AND MANNER OF COLLECTION

Each Fiscal Year, the District will certify for collection the Series 2026 Assessments in connection with the MADS, or debt service requirement, for the Series 2026 Bonds, as summarized in **Table 3**. The Series 2026 Assessments may be collected in the same manner and at the same time as ordinary ad valorem property taxes, or by direct bill, and may be made payable in no more than thirty annual installments, excluding any capitalized interest period.

Prior to the recordation of a subdivision plat map, the Series 2026 Assessments and debt will be allocated to undeveloped property based on acreage, as described by folio or legal description. Upon recordation of a subdivision plat map, the Series 2026 Assessments will be levied on the individual Lots based on the ERU assigned to each Lot.

EXEMPTIONS

No Series 2026 Assessment shall be levied on public property, property owner association property, or property which constitutes a "common element" consistent with the provisions of Section 193.0235, Florida Statutes. If at any time, any real property on which Series 2026 Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Series 2026 Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

PRELIMINARY ASSESSMENT ROLL

The Preliminary Assessment Roll is set forth in **Table 5**. Prior to platting of the gross acreage lands within Assessment Area Three, the District intends to directly collect the Series 2026 Assessments on unplatted parcels, and, to the extent permitted by the Indenture and in the District's discretion, for bulk ownership of platted Lots. For all other platted Lots, the principal and annual debt service assessment levied on each benefitted property will be allocated in accordance with this Third Supplemental AMR and placed on the Lee County tax roll for collection.

Table 5. Preliminary Assessment Roll

BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT
BONDS PAR AND DEBT SERVICE ASSESSMENTS ALLOCATION

PRELIMINARY ASSESSMENT ROLL

PHASE	PARCEL ID	OWNER	UNIT	TOTAL UNITS	MAXIMUM TOTAL DEBT	TOTAL MADS (1)	PRINCIPAL PER UNIT	MADS PER UNIT (1)
PH 4	Multiple	North Brook Holdings, LLC	Acre	82.61	$11,500,000	$852,666	$139,208	$10,322

(1) Includes principal & interest and is net of the discounts & fees.

The gross acreage estimates are based on the legal descriptions of Assessment Area Three within the District as of the date of this Third Supplemental AMR, and such acreage includes lowlands. Current owner information is shown based on Lee County records. As described herein, the Series 2026 Assessments allocated to the gross acreage lands within Assessment Area Three will remain levied against unplatted property on an equal acreage basis until such property is platted. Please refer to Appendix 2 for the detailed legal description of the lands within Assessment Area Three.

CONCLUSION

The Series 2026 Bonds are being issued to provide funds for the acquisition and/or construction of the Assessment Area Three Project. The Series 2026 Assessments securing the Series 2026 Bonds will be levied over all benefited properties within Assessment Area Three on a fair and equitable basis as described herein. The properties within Assessment Area Three will receive special benefits that exceed the amount of the assessments allocated to them. Accordingly, this is an appropriate District project that will significantly benefit the properties and enhance the District.

SPECIAL BENEFIT

The Assessment Area Three Project will provide special benefits to parcels within Assessment Area Three. The parcels will receive special benefits because the Assessment Area Three Project delivers interconnected structural improvements that provide an infrastructure system, which supports and adds to the entire development of the District. The Assessment Area Three Project provides special benefits to parcel owners by addressing essential public infrastructure needs and enhancing overall property values.

ASSESSMENT APPORTIONMENT

The Series 2026 Assessments are fairly and reasonably apportioned over all the benefited properties within Assessment Area Three. The benefits, using the Assessment Area Three Project costs as proxy for benefit, are quantified and assigned to parcels based on Product Type.

It is reasonable, proper and just to assess the costs of the Assessment Area Three Project against lands within Assessment Area Three, as such properties receive special benefit and an increase in value. Based on these benefits, which render the properties suitable for residential use and more accessible, it is reasonable for the District to levy the Series 2026 Assessments on the benefitted lands. The special benefits derived from the Improvements will be equal to or greater than the Series 2026 Assessments levied and will not exceed the cost of the Improvements.

BEST INTEREST

The District provides a mechanism for delivering the Assessment Area Three Project in a timely, orderly, and efficient manner. It can economically and efficiently provide the amount and quality of services required by the public. The District provides a financing mechanism that (i) enables the Assessment Area Three Project to be funded at a relatively low cost of capital, and (ii) ensures the Assessment Area Three Project is delivered on a timely, self-sustaining ("pay-for-itself") basis. The exercise by the District of its powers is consistent with applicable state law. It is in the best interest of the District.

ADDITIONAL STIPULATIONS

KAI CONNECTED, LLC dba KAI was retained by the District to prepare this methodology to fairly allocate the Series 2026 Assessments related to the District's Assessment Area Three Project. Certain financing, development, and engineering data was provided by members of District staff, the District's underwriter, and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. The undersigned makes no representations or warranties regarding such information, except as to the factual matters restated herein solely for purposes of this Third Supplemental AMR. For additional information regarding the Series 2026 Bonds, including the bond structure and related matters, please refer to the offering statement associated with the issuance of the Series 2026 Bonds.

KAI CONNECTED, LLC dba KAI does not represent the District as a Municipal Advisor or Securities Broker within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, KAI CONNECTED, LLC dba KAI does not provide the District with financial advisory services or offer investment advice in any form.

Appendix 1. Estimated Public Improvement Costs and Benefit Allocation

The Assessment Area Three Project costs and the other uses of bond proceeds are used as proxy for total benefit. As described above, the total benefits will be the completed public infrastructure with estimated costs in the amount of **$12,376,500** (the "**PIC**"). The following table allocates the PIC among the assessable property, excluding bond financing costs. Refer to **Table 1** and the Third Supplemental Engineer's Report for cost details.

CIP Costs and Net Benefit Allocation

BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED PUBLIC IMPROVEMENT COSTS AND BENEFITS

PROJECT COSTS AND NET BENEFIT ALLOCATION

PRODUCT	ERU PER UNIT	TOTAL ERUs	% OF ERUs	UNIT COUNT	TOTAL CIP COST (AS PROXY FOR BENEFIT)	TOTAL NET BENEFIT PER UNIT
SF 40'	0.80	37.60	19.13%	47	$2,367,021	$50,362
SF 50'	1.00	159.00	80.87%	159	$10,009,479	$62,953
TOTAL		**196.60**	**100.00%**	**206**	**$12,376,500**	

Total Series 2026 Bonds Debt Per Lot compared with Total PIC per Lot

BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED PUBLIC IMPROVEMENT COSTS AND BENEFITS

BONDS PAR AND PIC COMPARISSON

PRODUCT	SERIES 2026 BONDS PER UNIT	TOTAL PIC PER UNIT	DEBT OVER/ (UNDER) PIC
SF 40'	$46,796	$50,362	($3,567)
SF 50'	$58,494	$62,953	($4,458)

Appendix 2. Assessment Area Three Boundary Legal Description

PROPERTY DESCRIPTION

A PARCEL OF LAND LYING WITHIN BRIGHTWATER PHASE 3, RECORDED IN INSTRUMENT NUMBER 2023000206438, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA ALL BEING LOCATED IN THE NORTH HALF OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE BOUNDARY OF TRACT "FD", BRIGHTWATER PHASE 3, RECORDED IN INSTRUMENT NUMBER 2023000206438, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 89°30'46" EAST ALONG SAID BOUNDARY, FOR 1,411.00 FEET; THENCE SOUTH 00°29'14" WEST, DEPARTING SAID FOR 284.35 FEET; THENCE NORTH 72°51'13" WEST, FOR 1.88 FEET; THENCE SOUTH 17°02'11" WEST, FOR 121.00 FEET; THENCE SOUTH 01°15'28" WEST, FOR 41.77 FEET; THENCE SOUTH 19°00'32" WEST, FOR 121.00 FEET; THENCE SOUTH 21°13'44" WEST, FOR 1,180.91 FEET; THENCE SOUTH 22°39'29" WEST, FOR 121.00 FEET; THENCE SOUTH 24°29'22" WEST, FOR 40.02 FEET; THENCE SOUTH 22°39'29" WEST, FOR 242.73 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF PRITCHETT PARKWAY (100 FOOT WIDE) AND A POINT ON A CURVE; THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES, 1) WESTERLY 832.43 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,150.00 FEET THROUGH A CENTRAL ANGLE OF 41°28'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 69°13'17" WEST FOR 814.37 FEET; 2) NORTH 89°57'29" WEST, FOR 938.64 FEET; THENCE NORTH 00°02'31" EAST DEPARTING SAID RIGHT-OF-WAY, FOR 51.15 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 220.98 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 197.50 FEET THROUGH A CENTRAL ANGLE OF 64°06'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 32°00'43" WEST FOR 209.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 11.04 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET THROUGH A CENTRAL ANGLE OF 63°15'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 32°26'18" WEST FOR 10.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 407.64 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 564.00 FEET THROUGH A CENTRAL ANGLE OF 41°24'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 19°53'41" EAST FOR 398.82 FEET; THENCE NORTH 40°34'53" EAST, FOR 221.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 76.77 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 25°52'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 53°31'06" EAST FOR 76.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 26.79 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 17.50 FEET THROUGH A CENTRAL ANGLE OF 87°42'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 22°35'58" EAST FOR 24.25 FEET; THENCE NORTH 21°15'12" WEST, FOR 88.62 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 8.39 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET THROUGH A CENTRAL ANGLE OF 96°08'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 26°49'04" EAST FOR 7.44 FEET; THENCE NORTH 74°50'53" EAST, FOR 80.81 FEET; THENCE NORTH 00°08'03" WEST, FOR 791.17 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 89°55'12" EAST ALONG SAID NORTH LINE, FOR 672.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 82.61 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE NORTH LINE OF TRACT FD, BRIGHTWATER PHASE 3, RECORDED IN INSTRUMENT NUMBER 2023000206438, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING S 89°30'46" E.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 – 3 OF 3

NOT A SURVEY

DRAWN BY:	KJG
CHECKED BY:	TBS
JOB CODE:	20201032-001
SCALE:	N/A
DATE:	11/24/2025
FILE:	25-613-BW-1
SHEET:	1 of 3

GradyMinor
a Pape-Dawson company

Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

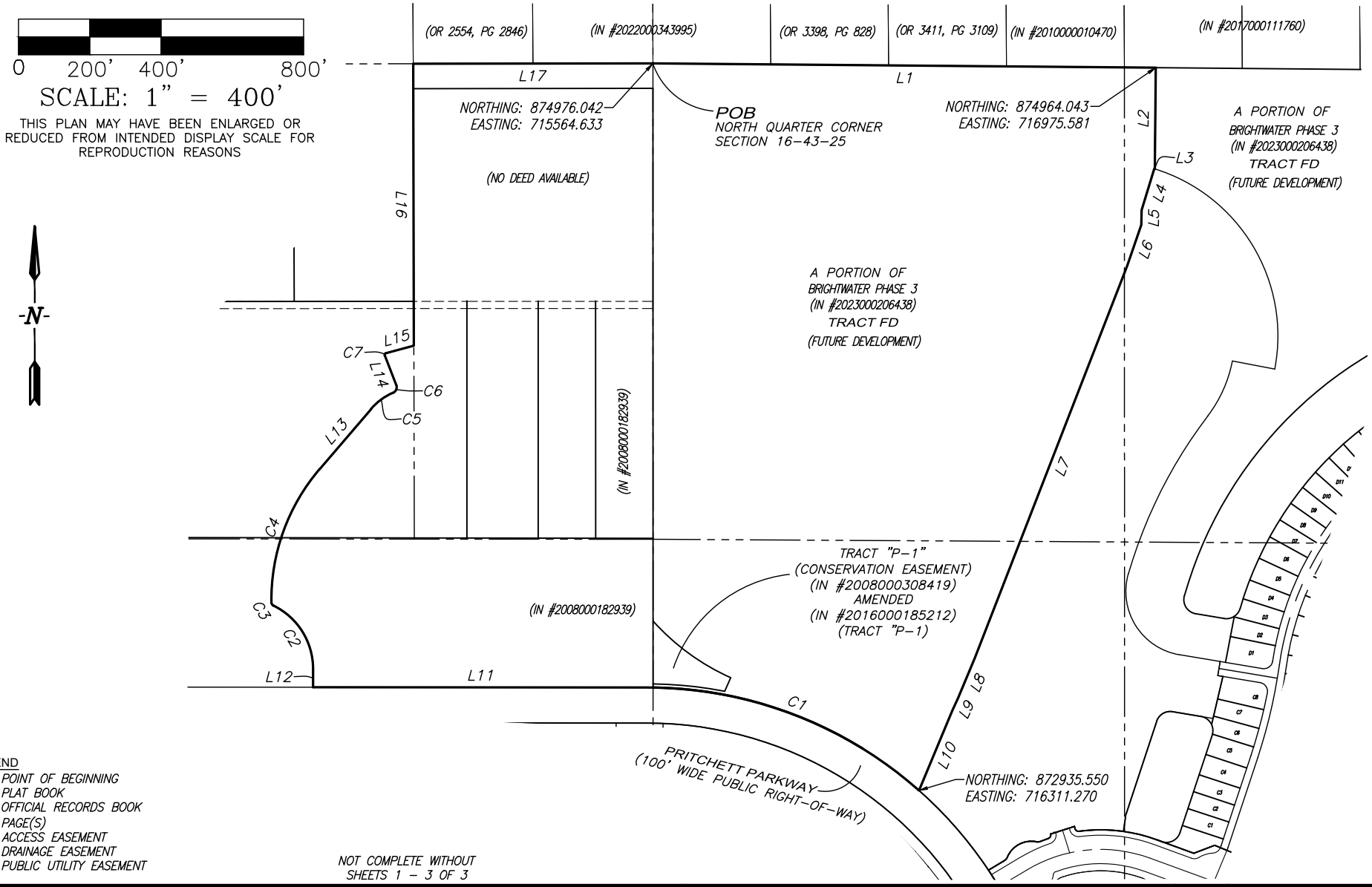
SKETCH AND DESCRIPTION

A PARCEL OF LAND

LYING IN
SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE SIGNED

TODD B. SHORT, P.S.M
FL LICENSE #7587
FOR THE FIRM



LEGEND

POB	POINT OF BEGINNING
PB	PLAT BOOK
OR	OFFICIAL RECORDS BOOK
PG	PAGE(S)
AE	ACCESS EASEMENT
DE	DRAINAGE EASEMENT
PUE	PUBLIC UTILITY EASEMENT

NOT COMPLETE WITHOUT SHEETS 1 - 3 OF 3

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SKETCH AND DESCRIPTION

A PARCEL OF LAND

LYING IN
SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOT A SURVEY

DRAWN BY:	KJG
CHECKED BY:	TBS
JOB CODE:	20201032-001
SCALE:	1" = 400'
DATE:	11/24/2025
FILE:	25-613-BW-1
SHEET:	2 of 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 89°30'46" E	1411.00'
L2	S 0°29'14" W	284.35'
L3	N 72°51'13" W	1.88'
L4	S 17°02'11" W	121.00'
L5	S 1°15'28" W	41.77'
L6	S 19°00'32" W	121.00'
L7	S 21°13'44" W	1180.91'
L8	S 22°39'29" W	121.00'
L9	S 24°29'22" W	40.02'

LINE TABLE		
LINE #	BEARING	DISTANCE
L10	S 22°39'29" W	242.73'
L11	N 89°57'29" W	938.64'
L12	N 0°02'31" E	51.15'
L13	N 40°34'53" E	221.22'
L14	N 21°15'12" W	88.62'
L15	N 74°50'53" E	80.81'
L16	N 0°08'03" W	791.17'
L17	N 89°55'12" E	672.59'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1150.00'	832.43'	41°28'25"	N 69°13'17" W	814.37'
C2	197.50'	220.98'	64°06'27"	N 32°00'43" W	209.63'
C3	10.00'	11.04'	63°15'16"	N 32°26'18" W	10.49'
C4	564.00'	407.64'	41°24'41"	N 19°53'41" E	398.82'
C5	170.00'	76.77'	25°52'27"	N 53°31'06" E	76.12'
C6	17.50'	26.79'	87°42'42"	N 22°35'58" E	24.25'
C7	5.00'	8.39'	96°08'32"	N 26°49'04" E	7.44'

NOT COMPLETE WITHOUT
SHEETS 1 – 3 OF 3

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SKETCH AND DESCRIPTION

A PARCEL OF LAND

LYING IN
SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOT A SURVEY

DRAWN BY:	KJG
CHECKED BY:	TBS
JOB CODE:	20201032-001
SCALE:	N/A
DATE:	11/24/2025
FILE:	25-613-BW-1
SHEET:	3 of 3

Appendix 3. Site Plan of Assessment Area Three

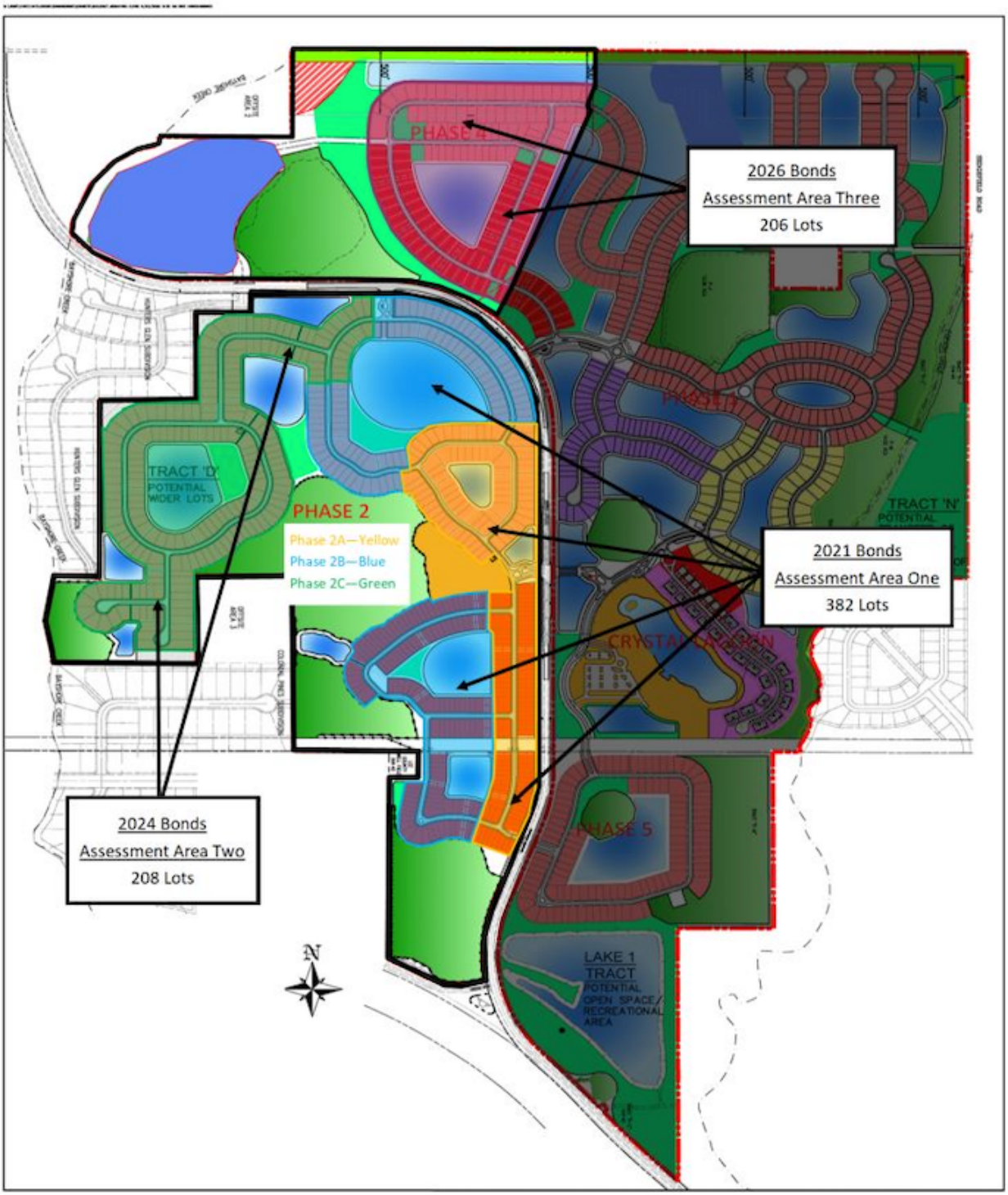


EXHIBIT 3

AGENDA

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS

WHEREAS, Brightwater Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") determines that for purposes of administrative and accounting necessity, the following resolution is in the best interest of the District and is necessary for the conduct of District business.

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

Section 1. Continuing Expenses. The Board hereby authorizes the District Manager to disburse District funds for payment of invoices which meet all of the following requirements:

a. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
b. The invoice must be for continuing goods or services pursuant to a contract or agreement authorized by the Board of Supervisors.
c. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
d. The invoice amount will not cause payments to exceed the adopted budget of the District.

Section 2. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

a. Non-continuing Expenses Not Exceeding $5,000 – with approval of the District Manager;
b. Non-continuing Expenses Not Exceeding $10,000 – with approval of the District Manager and Chairman of the Board of Supervisors.

Section 3. Any payment made pursuant to this Resolution shall be submitted to the Board of

Supervisors at the next scheduled meeting and approved and ratified.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 27TH DAY OF OCTOBER, 2026.

ATTEST	**BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT**
_____	By: _____
Name: _____	Michael Lawson
Secretary/Assistant Secretary	Chair, Board of Supervisors

EXHIBIT 4

AGENDA

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this "**Agreement**") is entered into as of October 1, 2026, between the **Brightwater Community Development District,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**"), and **SR Landscaping, LLC,** a Delaware limited liability company (the "**Contractor**").

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor's agreement to perform the services described below and the District's agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.

2. **Scope of Services**. The Contractor shall perform the specific maintenance services described in **Exhibit A** (the **"Scope**") for the District's grounds as shown on the maintenance map attached hereto as **Exhibit B**.

3. **Manner of Performance and Care of the Property**.
    a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
    b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
    c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
    d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
    e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
    f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
    g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
    h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the

District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.

i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.

j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.

k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

4. **Compensation**. In consideration for the services performed under this Agreement, the District shall pay Contractor as follows:
   a. October 1, 2026, through December 31, 2026**: $12,257.77 per month**, for a total of $36,773.31.
   b. Beginning January 1, 2027: **$16,037.77 per month** for the services described in this Agreement.

   The monthly amounts set forth above include all compensation due to Contractor for the services required under this Agreement. Contractor shall submit monthly invoices for services performed and District shall provide payment within 45 days of receipt of invoices. This Agreement shall remain in effect until terminated in accordance with its terms. Any change to the compensation payable under this Agreement must be set forth in a written amendment approved by the District.

5. **Additional Services**. When authorized in advance, in writing by the District, the Contractor may provide additional services beyond those listed above.

6. **Term of this Agreement**. The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

7. **Termination.**
   a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
   b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without

cause, and without prejudice to any other remedy it may have. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.

c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.

d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

8. **Notice**. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the Contractor:
5100 W Kennedy Blvd
Suite 325
Tampa, FL 33609
rfilkowski@sunriselandscape.com

To the District:
c/o Kai
2502 N. Rocky Point Drive
Suite 1000
Tampa, FL 33607
Attn: Audette Bruce
audette@hikai.com

9. **Emergency Services**. In the event of an emergency or disaster, Contractor shall provide the District the following services:

a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.

b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.

c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.

d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.

e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.

f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

10. District Representative and Inspections.

a. The District hereby designates the District Manager, Field Manager, and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information,

interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.

b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

13. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
c. Employer's Liability Coverage with limits of at least $1,000,000 per accident or disease.

d. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within 30 days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

14. **Indemnification.** Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

15. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. **Responsibilities of the District**. The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.

17. **Public Entity Crimes**. 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 Agreement, 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 District whereupon this Agreement may be terminated by the District.

18. **Scrutinized Companies**. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

19. **Public Records**. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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 (813) 565-4663, OR BY EMAIL AT AUDETTE@HIKAI.COM, OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FL 33607.

20. **E-Verification**. Pursuant to Section 448.095, Florida Statutes,
    a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
    b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required.
    c. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
    d. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

21. **Anti-Human Trafficking**. Pursuant to Section 787.06, Florida Statutes, the Contractor must provide an affidavit, signed by an officer or a representative of the Contractor, under penalty of perjury, attesting that the Contractor does not use coercion for labor or services as defined in the statute.

22. **Controlling Law and Venue**. This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.

23. **Enforcement of Agreement**. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

24. **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

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

26. **Assignment**. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

27. **Arm's Length Transaction**. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

28. **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.

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

30. **Entire Agreement**. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year written below.

SR Landscaping, LLC a Delaware limited liability company	**Brightwater** **Community Development District**
_____	_____
Name: _____	Name: Mike Lawson
Title: _____	Title: Chair of the Board of Supervisors

Exhibit A – Scope of Services

Landscape Maintenance

All turf shall be maintained within a two-inch (2") to five-inch (5”) range, depending on turf type and subject to the opinion of Sunrise in its sole discretion. Should weather conditions render certain areas, including but not limited to retention pond areas, unsafe or too saturated with water for proper maintenance, the service schedule will be discontinued until Sunrise deems the area safe and dry enough for normal mowing procedures. At no time will mowing height be reduced so that more than one-third (1/3) of the blade of grass is removed at any cutting. Edging shall include walks, drives, curbs, bed perimeters, tree wells, and trees. Sunrise shall line-trim or chemically treat around posts, lights, signs, trees, utility installations, as required to keep a neat, clean appearance throughout the Property. All shrubs, hedges, tree branches up to eight (8) feet in height, and palm fronds up to eight (8) feet in height will be sheared in a consistent manner to maintain optimum shape and size as growth habit and plant health dictates. Beds and tree wells are to be treated to reduce weed competition with desirable plants, as well as to enhance the appearance of the property. Leaf removal, as well as the trimming of any shrubs, hedges, tree branches, or palm fronds that exceed eight (8) feet in height is not included in the Annual Contract Amount. A separate proposal for these services can be provided upon District’s request.

Fertilization Program

The Annual Contract Amount includes a complete turf and bed fertilization program in compliance with statewide Green Industries Best Management Practices (GI-BMPs) and/or Florida Nursery, Growers, and Landscape Association (FNGLA) guidelines. Sunrise shall follow the University of Florida / Institute of Food and Agricultural Sciences’ (UF/IFAS) evidence-based recommendations for turfgrass species, soil properties, time of year, and other factors. Sunrise shall ensure that fertilization scheduling does not exceed the fertilizer label rate prescribed and complies with state and local ordinances.

Palm tree and hardwood tree fertilization is not included in the Annual Contract Amount but is available as an additional service upon request of District.

Pest Control

To maintain the health and appearance of the turf and plant material, turf and shrub bed areas will be inspected regularly for indications of pest problems such as insects, disease, and invasive weeds. Sunrise technicians utilize Integrated Pest Management (IPM) practices to prevent the overuse of pesticides and promote sustainable practices. Upon confirmation of a concern requiring pesticide, herbicide, or fungicide treatment, such products will be applied on an as needed or spot treatment basis, whenever possible using the least toxic effective means of control. Any issue identified that, in Sunrise’s professional opinion, compromises or threatens to compromise the overall health or appearance of the turf or plant material shall be deemed an Infestation. Infestations necessitate a more aggressive and/or blanket treatment approach for

which a separate proposal will be provided to District. Examples of common Infestations include, but are not limited to, pests such as chinch bugs, mole crickets, grubs, sod webworms, fire ants, spittlebugs, ground pearls, grasshoppers, billbugs, fall armyworms, cutworms, grasshoppers; fungal diseases; and invasive and/or noxious weeds. Preventative and/or blanket treatments are not included in the Annual Contract Amount but are available as additional services upon request of District.

Irrigation Inspection

Sunrise will inspect the irrigation system, including up to 50 irrigation zones, regularly and District will be notified of needed repairs. Each zone will be turned on and operated, and heads will be inspected for adjustment and alignment. Unscheduled visits, including emergency visits and off-cycle inspection requests from District, will be subject to a service charge – must be approved in advance of service. From time to time, the watering schedule may need to be adjusted to promote optimal plant and turf health and/or to maintain compliance with regulatory agencies' watering restriction rules. Sunrise, in its sole discretion, may adjust the watering schedule accordingly. All repairs to the system, including both above ground repairs and below ground repairs (e.g., spray bodies, valves, controllers, and pumps), will be billed separately from the Annual Contract Amount and will include all parts and supplies utilized for the repair as well as the labor needed to complete such repairs – must be approved in writing in advance. In order to expedite the repair process and limit the risk to the health and appearance of turf and plant material, Sunrise is authorized to perform up to seven hundred fifty dollars ($750.00) worth of repairs per month without prior approval of District

Service Areas

Initial Service Area (October 1, 2026, through December 31, 2026). During this period, Sunrise shall provide landscape maintenance services within the areas identified on the Maintenance Map designated as the *Initial Service Area Map*.

Expanded Service Area (Effective January 1, 2027). Effective January 1, 2027, the scope of services shall expand to include the additional areas identified on the Maintenance Map designated as the *Expanded Service Area Map*. Beginning on that date, Sunrise shall maintain the expanded service area, including the additional electrical easements, boundary berms and swales, common area walls, and pond areas identified on the Expanded Service Area Map.

BW - Phase 2 - Lawn & Landscape - Areas to maintain - 6.22.2026

BAYSHORE CREEK BASIN									
BASIN	TOTAL AREA (AC)	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)	LAKE AREA (AC)	WETLAND AREA (AC)	LCEC EASEMENT (AC)	ROW AREA (AC)	RECREATION TRACT AREA (AC)	RESIDENTIAL TRACT AREA (AC)
1	17.84	9.94 (56%)	7.90 (44%)	1.54	0.00	0.00	2.62	0.00	9.85
SUBTOTAL	17.84	9.94 (56%)	7.90 (44%)	1.54	0.00	0.00	2.62	0.00	9.85
POPASH CREEK BASIN									
BASIN	TOTAL AREA (AC)	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)	LAKE AREA (AC)	WETLAND AREA (AC)	LCEC EASEMENT (AC)	ROW AREA (AC)	RECREATION TRACT AREA (AC)	RESIDENTIAL TRACT AREA (AC)
2	156.11	107.92 (69%)	48.19 (31%)	55.47	0.00	0.00	13.21	0.00	66.50
3	32.20	23.22 (72%)	8.98 (28%)	4.88	12.97	0.00	2.12	0.00	9.27
4	31.09	21.07 (68%)	10.02 (32%)	7.76	0.00	0.00	4.57	0.00	14.95
5	93.46	67.72 (72%)	25.74 (28%)	17.27	4.07	0.00	20.53	10.39	36.00
6	8.72	8.72 (100%)	0.00 (0%)	0.00	0.00	0.00	0.00	8.14	0.00
7	13.94	7.78 (56%)	6.16 (44%)	2.05	0.00	2.92	1.38	0.00	7.36
8	26.99	17.54 (65%)	9.45 (35%)	5.59	2.32	0.00	2.76	0.00	12.71
9	66.58	42.05 (63%)	24.53 (37%)	15.86	0.00	0.00	6.21	0.00	4.61
13	14.13	8.36 (59%)	5.77 (41%)	2.14	0.00	0.00	2.16	0.00	8.34
SUBTOTAL	443.22	304.38 (69%)	138.84 (31%)	111.02	19.36	2.92	52.94	18.53	159.74
BAYSHORE/POPASH CREEK BASIN									
BASIN	TOTAL AREA (AC)	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)	LAKE AREA (AC)	WETLAND AREA (AC)	LCEC EASEMENT (AC)	ROW AREA (AC)	REC/AMENITY TRACT AREA (AC)	RESIDENTIAL TRACT AREA (AC)
10	13.36	6.80 (51%)	6.56 (49%)	1.96	0.00	0.00	1.40	0.00	8.21
11	89.75	55.00 (61%)	34.75 (39%)	23.93	0.00	0.00	8.23	0.00	45.01
11A	27.64	19.21 (70%)	8.43 (30%)	2.10	17.76	0.00	4.49	0.00	1.57
12	49.86	29.42 (59%)	20.44 (41%)	7.86	0.00	0.00	5.46	5.07	31.23
SUBTOTAL	180.61	110.43 (61%)	70.18 (39%)	35.85	17.76	0.00	19.58	5.07	86.02
PRESERVE AREA AND BACKSLOPE OF BERMS OUTSIDE OF BASINS									
SUBTOTAL	98.64								
AREA REMOVED FOR LEE COUNTY WELL FIELD SITE									
SUBTOTAL	0.92								
OVERALL SITE									
GRAND TOTAL	740.31								

DRAINAGE BASIN ELEVATION TABLE – NAVD						
BASIN NUMBER	CONTROL ELEVATION	MIN. ROAD ELEV		MIN. BERM ELEV		MIN. F.F. ELEV
		10YR/24HR	PROPOSED	25YR/72HR	PROPOSED	100YR/72HR PROPOSED
1	17.3'	19.06'	19.3'	19.83'	20.3'	20.38' 20.8'
2	17.3'	18.27'	19.3'	19.10'	19.3'	19.84' 20.8'
3	17.3'	18.37'	19.3'	19.04'	19.3'	19.70' 20.8'
4	15.8'	17.00'	17.8'	17.56'	17.8'	18.51' 19.3'
5	14.8'	16.34'	16.8'	16.77'	17.3'	17.69' 18.3'
6	16.8'/16.0'	N/A	N/A	N/A	N/A	N/A N/A
7	15.8'	17.33'	17.8'	17.77'	17.8'	18.74' 19.3'
8	13.3'	14.53'	15.3'	15.02'	15.3'	16.05' 16.8'
9	6.8'	7.91'	8.8'	8.62'	8.8'	9.45' 10.3'
10	15.8'	17.06'	17.8'	17.69'	17.8'	18.70' 19.3'
11	15.8'	16.93'	17.8'	17.53'	17.8'	18.41' 19.3'
11A	17.3'	17.97'	19.3'	18.42'	19.3'	19.31' 20.8'
12	15.8'	17.23'	17.8'	17.65'	17.8'	18.67' 19.3'
13	13.3'	14.98'	15.3'	15.55'	15.8'	16.59' 17.8'

WATER QUALITY & DISCHARGE RATE TABLE					
BASIN NUMBER	WATER QUALITY (AC.FT.)		DISCHARGE RATE (CFS)		
	REQUIRED	PROVIDED	ALLOWED		PROVIDED
1	2.23	2.26	2.26	*	1.97
2	19.51	20.05	19.76	*	19.10
3	4.03	5.54	4.08	*	3.94
4	3.89	4.05	N/A	**	3.66
5	13.55	16.03	16.87	*	10.89
6	0	0	N/A	**	0.00
7	1.74	1.83	1.76	*	1.67
8	3.37	3.73	N/A	**	3.00
9	8.32	8.80	34.80	*	31.00
10	1.67	1.70	1.69	*	1.50
11	11.22	12.06	N/A	**	7.87
11A	3.46	3.59	N/A	**	2.75
12	6.23	6.25	N/A	**	6.16
13	1.77	1.82	N/A	**	1.77

Blue Line is Border for Phases 2A & 2B

Orange Line is swale behind wall along Pritchett Pkwy

Yellow Line is ROW & Common Area b/w Wall & Pritchett Pkwy

Main Entrance with Common Areas

North Entrance & Common Areas

LCEC Easement & Basins

Common Area & Swales

South Entrance - Exit Only

Lift Station

Pond 2

Pond 3 & Common

Pond 4 & Swale

Pond 5

Pond 6

Pond 7

Pond 8

Pond 9 & Common

Pond 10 & Common

Pond 11

Pond 12 & Common

LAKE 4 BASIN 12 — SUB-BASIN AREA: 4.23 AC, CONTROL EL (WSWT): 15.8, LAKE AREA: 1.09 AC

LAKE 5 BASIN 12 — SUB-BASIN AREA: 5.13 AC, CONTROL EL (WSWT): 15.8, LAKE AREA: 0.80 AC

LAKE 6 BASIN 12 — SUB-BASIN AREA: 9.93 AC, CONTROL EL (WSWT): 15.8, LAKE AREA: 1.54 AC

LAKE 7 BASIN 10 — SUB-BASIN AREA: 8.26 AC, CONTROL EL (WSWT): 15.8, LAKE AREA: 0.67 AC

LAKE 8 BASIN 10 — SUB-BASIN AREA: 5.10 AC, CONTROL EL (WSWT): 15.8, LAKE AREA: 1.29 AC

LAKE 11 BASIN 11 — SUB-BASIN AREA: 11.77 AC, CONTROL EL (WSWT): 15.8, LAKE AREA: 2.20 AC

LAKE 12 BASIN 11

TRACT "P-E" 7.72 ACRES

TRACT "P-G" 3.85 ACRES

TRACT "P-H" 25.27 ACRES

TRACT "P-I" 17.03 ACRES

TRACT "P-D" 15.01 ACRES

AMENITY AREA AREA: 5.0± AC±

HUNTER'S GLEN SUBDIVISION

COLONIAL PINES SUBDIVISION

RESIDENTIAL

CRYSTAL LAGOON #2015-00088

NORTH BROOK D.O. #2015-00083

FLOODWAY

BAYSHORE CREEK

PRITCHETT PARKWAY (100' R/W)

INTERSTATE 75 (300' R/W) — LABELLANA RD (100' R/W)

GRAPHIC SCALE 1" = 200'

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT LINE
- LOTLINE
- TRACT / LOT NUMBER
- EX. EDGE OF PAVEMENT
- EX. BACK OF CURB
- PROP. EDGE OF PAVEMENT
- PROP. BACK OF CURB
- EX. DRAINAGE PIPE
- PROP. DRAINAGE PIPE
- SWALE
- TOP OF BANK
- EX. INLET
- PROP. INLET
- JUNCTION BOX
- MITERED END SECTION
- FLARED END SECTION
- DRAINAGE STRUCTURE ID
- FINISH FLOOR AND GRADING
- EX. ELEVATION
- PROP. ELEVATION
- FLOW/SLOPE DIRECTION
- SECTION ARROW
- EX. WATERMAIN
- PROP. WATERMAIN
- EX. SANITARY SEWER
- PROP. SANITARY SEWER
- EX. FORCMAIN
- PROP. FORCEMAIN
- SANITARY MANHOLE
- DRAINAGE STRUCTURE ID
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE
- SINGLE WATER SERVICE
- DOUBLE WATER SERVICE
- FIRE HYDRANT
- GATE VALVE
- AIR RELEASE VALVE
- LIGHT/UTILITY POLE
- PROP. ASPHALT
- PROP. CONCRETE
- RIP-RAP
- STABILIZED SUBGRADE

APPROVED
DOS2019-00035
Ohdet Kleinmann, Plan Reviewer
Lee County Development Services
4/28/2021

PREPARED FOR:

NORTH BROOK HOLDINGS, LLC
2502 NORTH ROCKY POINT, SUITE 1050
TAMPA, FLORIDA 33607
PHONE: (813) 288-8078
FAX: (813) 288-8178

NO.	DATE	REVISION DESCRIPTION	BY
5	3/9/2021	PER COUNTY COMMENTS	EMH
4	10/27/2020	PER COUNTY COMMENTS OF JUNE 11, 2020	EMH
3	4/8/2020	PER COUNTY COMMENTS OF FEBRUARY 24, 2020	EMH
2	12/9/2019	PER COUNTY COMMENTS OF NOVEMBER 19, 2019	EMH
1	6/10/2019	PER COUNTY COMMENTS OF MAY 23, 2019	EMH

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966
PHONE: (239) 939-5490 FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM
SAMUEL W. MARSHALL #48881

MASTER DRAINAGE PLAN
BRIGHTWATER
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
3/26/2018	1447PH2		EMH	EMH	SWM		06

S:\JOBS\1447PH2\DRAINAGE\DEV FLANS\1447PH2_DR_MSP.DWG 3/9/2021 4:46 PM ERIC HONDAKSENG

Exhibit B (page 2 of 2)

The Shores at Brightwater – Landscape Maintenance Map – Effective 01/01/2027



Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the "**Affiant**"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.

2. Affiant is the _____ (Title) of _____ (the "**Company**") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.

3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. Company intends to execute, renew, or extend a contract between Company and the _____ Community Development District ("**CDD**").

5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

_____
Signature of Affiant

Sworn before me on _____ _____, 2026

_____
Notary Public Signature

_____
Notary Stamp

EXHIBIT 5

AGENDA

MINUTES OF MEETING

BRIGHTWATER

COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Brightwater Community Development District was held on Tuesday, September 22, 2026 at 2:00 p.m. at Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905.

FIRST ORDER OF BUSINESS – Roll Call

Ms. Bruce called the meeting to order at 2: 00 p.m. and conducted roll call.

Present and constituting a quorum were:

Michael Lawson *(via Teams)*	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Courtney Mattern	Board Supervisor, Assistant Secretary
Brittany Crutchfield	Board Supervisor, Assistant Secretary

Also, present was:

Audette Bruce	District Manager, Kai
Tyson Waag *(via Teams)*	District Engineer, Stantec

The following is a summary of the discussions and actions taken at the September 22, 2026 Brightwater CDD Board of Supervisors Regular Meeting.

SECOND ORDER OF BUSINESS – Audience Comments– *(limited to 3 minutes per individual on agenda items)*

There were six audience members present in person, and three audience members attended online

THIRD ORDER OF BUSINESS – Business Items

A. Exhibit 1: Consideration for Adoption – **Resolution 2026-18,** Designating Officers

Ms. Bruce stated that the resolution is about adding a Secondary Vice Chair position.

On a MOTION by Mr. Draper, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board approved **the appointment of Supervisor Price as the new Vice Chair,** for the Brightwater Community Development District.

Mr. Draper then made a motion to adopt the resolution.

On a MOTION by Mr. Draper, SECONDED by Ms. Mattern, WITH ALL IN FAVOR, the Board **adopted Resolution 2026-18, Designating Officers,** for the Brightwater Community Development District.

B. Consideration of Motion to Authorize Draw Against Revolving Line of Credit with Valley National Bank

Ms. Bruce explained that the line of credit would be used to cover the first three months of the fiscal year, which are generally slower in terms of receiving payments from residents. She noted that payments typically begin coming in around November or December, while the District continues to have recurring expenses during that period.

Mr. Draper requested backup documentation or a history of expenditures to evaluate the amount needed for the draw.

On a MOTION by Mr. Draper, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board **approved the Authorization of a Draw Against Revolving Line of Credit with Valley National Bank, subject to the Chairman's review of the District's needs for the first three months,** for the Brightwater Community Development District.

C. Exhibit 2: Consideration for Approval – EGIS – FY2027 Insurance Renewal Proposal

On a MOTION by Mr. Draper, SECONDED by Ms. Mattern, WITH ALL IN FAVOR, the Board **approved EGIS – FY2027 Insurance Renewal Proposal, subject to confirmation that it is within the budgeted amount for FY2027,** for the Brightwater Community Development District.

FOURTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 3: Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular Meeting and Public Hearing Held on August 25, 2026

B. Exhibit 4: Consideration for Acceptance – The Unaudited July 2026 Financials

C. Exhibit 5: Consideration for Acceptance – The Unaudited August 2026 Financials

D. Exhibit 6: Ratification of Sunrise Landscape – North Entrance and Lift Station – $1,182.50

E. Exhibit 7: Ratification of ECS Integrations – 50 Doorking Clickers - $2,200.00

On a MOTION by Mr. Draper, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board approved **items A through E under the Consent Agenda**, for the Brightwater Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

There being no other report, the next item followed.

B. District Engineer

There being no other report, the next item followed.

C. Field Operations

- Exhibit 8: Safety Culture Report – September 16, 2026

D. District Manager

There being no other report, the next item followed.

SIXTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS – Audience Comments - New Business- *(limited to 3 minutes per individual for non-agenda items)*

A resident asked regarding the gates.

EIGHTH ORDER OF BUSINESS – Adjournment

Ms. Bruce asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Draper made a motion to adjourn the meeting.

On a MOTION by Mr. Draper, SECONDED by Ms. Mattern, WITH ALL IN FAVOR, the Board **adjourned the meeting,** for the Brightwater Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature	**Signature**
Printed Name	**Printed Name**
Title: □ **Secretary** □ **Assistant Secretary**	**Title:** □ **Chairman** □ **Vice Chairman**

EXHIBIT 6

AGENDA



Financial Reporting Package

Brightwater Community Development District

Period Ending: 09/30/2026

Brightwater Community Development District

Balance Sheet as of 9/30/2026

Assets	Operating	301 - Debt Service 2021 (AA1) Fund	302 - Debt Service 2024 (AA2) Fund	Total
Cash - Operating				
101001 - Operating VNB #4011	$5,531.68			$5,531.68
Total Cash - Operating	**$5,531.68**			**$5,531.68**
Cash - Money Market, Reserves and Other				
101201 - Reserve BU #5869	$5,359.65			$5,359.65
Total Cash - Money Market, Reserves and Other	**$5,359.65**			**$5,359.65**
Accounts Receivable & Other Assets				
115100 - Accounts Receivable - Other	$750.00			$750.00
155000 - Prepaid Items	$6,170.81			$6,170.81
156900 - Deposits - Non-Current	$20,200.00			$20,200.00
Total Accounts Receivable & Other Assets	**$27,120.81**			**$27,120.81**
Investments				
151100 - Series 2021 (AA1) Revenue Account		$9,022.79		$9,022.79
151103 - Series 2021 (AA1) Prepayment Account		$607.50		$607.50
151104 - Series 2021 (AA1) Debt Service Reserve Account		$518,092.50		$518,092.50
151200 - Series 2024 (AA2) Revenue Account			$9,282.65	$9,282.65
151204 - Series 2024 (AA2) Debt Service Reserve Account			$537,912.51	$537,912.51

Brightwater Community Development District

Balance Sheet as of 9/30/2026

Total Investments		**$527,722.79**	**$547,195.16**			**$1,074,917.95**
Total Assets	**$38,012.14**	**$527,722.79**	**$547,195.16**			**$1,112,930.09**
Liabilities / Equity	**Operating**	**301 - Debt Service 2021 (AA1) Fund**	**302 - Debt Service 2024 (AA2) Fund**	**501 - Acquisition & Construction 2021 (AA1) Fund**	**502 - Acquisition & Construction 2024 (AA2) Fund**	**Total**
Current Liability						
202000 - Accounts Payable	$160,149.58					$160,149.58
Total Current Liability	**$160,149.58**					**$160,149.58**
Fund Balance						
280000 - Fund Balance - Nonspendable	$26,370.81					$26,370.81
281000 - Fund Balance - Restricted	$7,053.00	$529,797.75	$558,476.12	$17.83	$3,159,281.42	$4,254,626.12
284000 - Fund Balance - Unassigned	$6,275.22					$6,275.22
Total Fund Balance	**$39,699.03**	**$529,797.75**	**$558,476.12**	**$17.83**	**$3,159,281.42**	**$4,287,272.15**
Net Change in Fund Balance						
33750 - Net Income	($161,836.47)	($2,074.96)	($11,280.96)	($17.83)	($3,159,281.42)	($3,334,491.64)
Total Net Change in Fund Balance	**($161,836.47)**	**($2,074.96)**	**($11,280.96)**	**($17.83)**	**($3,159,281.42)**	**($3,334,491.64)**
Total Liabilities / Equity	**$38,012.14**	**$527,722.79**	**$547,195.16**	**-**	**-**	**$1,112,930.09**

Brightwater Community Development District

Statement of Revenues and Expenses 9/1/2026 - 9/30/2026

	Current Period			Year To Date			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Operating Income							
Income							
325201 - Special Assessments - On-Roll	-	9,432.54	(9,432.54)	115,747.40	113,191.03	2,556.37	113,191.03
325202 - Special Assessments - Off-Roll	-	50,180.06	(50,180.06)	61,276.93	602,161.05	(540,884.12)	602,161.05
361100 - Interest	20.47	-	20.47	1,071.03	-	1,071.03	-
369900 - Miscellaneous Revenues	1,306.50	-	1,306.50	2,441.32	-	2,441.32	-
Total Income	**1,326.97**	**59,612.60**	**(58,285.63)**	**180,536.68**	**715,352.08**	**(534,815.40)**	**715,352.08**
Other Financing Sources							
384011 - Gap Loan Proceeds - Other Financing Source	-	-	-	184,180.00	184,180.00	-	184,180.00
Total Other Financing Sources	**-**	**-**	**-**	**184,180.00**	**184,180.00**	**-**	**184,180.00**
Total Income	**1,326.97**	**59,612.60**	**(58,285.63)**	**364,716.68**	**899,532.08**	**(534,815.40)**	**899,532.08**
Operating Expense							
General Administration							
513001 - P/R - Board Of Supervisors	800.00	1,000.00	200.00	10,000.00	12,000.00	2,000.00	12,000.00
513002 - Payroll Taxes	61.20	50.00	(11.20)	765.00	600.00	(165.00)	600.00
513003 - Payroll Processing Fees	50.00	41.63	(8.37)	550.00	500.00	(50.00)	500.00
513101 - Professional Services - Management Consulting Services	-	4,000.00	4,000.00	44,000.00	48,000.00	4,000.00	48,000.00
513105 - Professional Services - Administrative Service	-	300.00	300.00	3,300.00	3,600.00	300.00	3,600.00
513106 - Professional Services - Auditing Services	4,250.00	316.63	(3,933.37)	4,250.00	3,800.00	(450.00)	3,800.00
513107 - Professional Services - Engineering Services	696.50	416.63	(279.87)	3,805.00	5,000.00	1,195.00	5,000.00
513108 - Professional Services - Legal Services	839.00	583.37	(255.63)	23,768.31	7,000.00	(16,768.31)	7,000.00
513201 - Legal Advertisements	-	275.00	275.00	1,459.07	3,300.00	1,840.93	3,300.00
513202 - Insurance	2,026.65	2,916.63	889.98	24,194.61	35,000.00	10,805.39	35,000.00
513204 - Regulatory And Permit Fees	-	14.62	14.62	175.00	175.00	-	175.00
513205 - Bank Fees	-	25.00	25.00	84.89	300.00	215.11	300.00
513206 - Travel Per Diem	211.08	62.50	(148.58)	1,316.62	750.00	(566.62)	750.00
513207 - Meeting Room Rental	180.00	120.00	(60.00)	1,641.20	1,440.00	(201.20)	1,440.00
513209 - Website Compliance (dev & hosting)	-	167.88	167.88	1,973.37	2,015.00	41.63	2,015.00
513901 - Administrative Contingency	56.95	1,708.37	1,651.42	234.17	20,500.00	20,265.83	20,500.00
517101 - Dissemination Agent	668.75	1,041.63	372.88	12,500.00	12,500.00	-	12,500.00
Total General Administration	**9,840.13**	**13,039.89**	**3,199.76**	**134,017.24**	**156,480.00**	**22,462.76**	**156,480.00**
Debt Administration							
517102 - Trustee Fees	604.68	771.80	167.12	7,855.36	9,262.26	1,406.90	9,262.26
517103 - Arbitrage	-	79.13	79.13	-	950.00	950.00	950.00
517201 - Gap Loan Repayment	-	-	-	65,380.15	(184,180.00)	(249,560.15)	(184,180.00)
517202 - Gap Loan Required Reserve	-	-	-	7,053.00	(7,053.00)	(14,106.00)	(7,053.00)

Brightwater Community Development District

Statement of Revenues and Expenses 9/1/2026 - 9/30/2026

	Current Period			Year To Date			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Operating Expense							
517203 - Gap Loan - Cost Of Issuance	-	445.12	445.12	5,341.00	5,341.00	-	5,341.00
517204 - Gap Loan Interest	-	588.19	588.19	4,619.85	7,057.95	2,438.10	7,057.95
Total Debt Administration	**604.68**	**1,884.24**	**1,279.56**	**90,249.36**	**(168,621.79)**	**(258,871.15)**	**(168,621.79)**
Security							
529101 - Contracts - Security Personnel	-	2,000.00	2,000.00	-	24,000.00	24,000.00	24,000.00
529102 - Contracts - Security Cameras & Monitoring Equipment	-	300.00	300.00	-	3,600.00	3,600.00	3,600.00
529201 - R&M Cameras And Monitoring	-	2,250.00	2,250.00	-	27,000.00	27,000.00	27,000.00
529202 - R&M - Gates	-	1,000.00	1,000.00	-	12,000.00	12,000.00	12,000.00
529301 - Key Fob / Entry System	2,200.00	666.63	(1,533.37)	2,200.00	8,000.00	5,800.00	8,000.00
Total Security	**2,200.00**	**6,216.63**	**4,016.63**	**2,200.00**	**74,600.00**	**72,400.00**	**74,600.00**
Utilities							
531101 - Electricity (Irrigation & Pond Pumps) Service Address Meter #01	-	608.37	608.37	-	7,300.00	7,300.00	7,300.00
531201 - Streetpole Lighting	2,917.20	8,479.13	5,561.93	36,888.50	101,750.00	64,861.50	101,750.00
533101 - Water	-	675.00	675.00	1,785.62	8,100.00	6,314.38	8,100.00
Total Utilities	**2,917.20**	**9,762.50**	**6,845.30**	**38,674.12**	**117,150.00**	**78,475.88**	**117,150.00**
Flood Control/Stormwater Management							
538101 - Contracts - Aquatic Maintenance	1,256.47	1,658.71	402.24	14,691.08	19,904.08	5,213.00	19,904.08
538102 - Contracts - Wetland Monitoring	-	2,208.76	2,208.76	26,505.78	26,505.78	-	26,505.78
538301 - R&M - Ponds	-	833.37	833.37	-	10,000.00	10,000.00	10,000.00
Total Flood Control/Stormwater Management	**1,256.47**	**4,700.84**	**3,444.37**	**41,196.86**	**56,409.86**	**15,213.00**	**56,409.86**
Common Areas & Right of Ways							
539001 - Professional Services - Comprehensive Field Services	1,250.00	1,250.00	-	15,000.00	15,000.00	-	15,000.00
539101 - Contracts - Landscaping Maintenance	13,612.00	11,666.70	(1,945.30)	130,402.00	139,999.96	9,597.96	139,999.96
539105 - Contract - Pet Waste	-	666.63	666.63	-	8,000.00	8,000.00	8,000.00
539201 - Landscape Replacement & Replenishment	-	1,666.63	1,666.63	31,715.00	20,000.00	(11,715.00)	20,000.00
539202 - Landscape - Mulch	-	1,666.63	1,666.63	21,750.00	20,000.00	(1,750.00)	20,000.00
539301 - R&M - Irrigation	-	1,875.00	1,875.00	9,942.07	22,500.00	12,557.93	22,500.00
539402 - Misc - Holiday Lights & Decorations	-	2,083.37	2,083.37	-	25,000.00	25,000.00	25,000.00
539990 - Physical Environment Contingency	1,839.50	2,545.63	706.13	11,406.50	30,548.00	19,141.50	30,548.00
Total Common Areas & Right of Ways	**16,701.50**	**23,420.59**	**6,719.09**	**220,215.57**	**281,047.96**	**60,832.39**	**281,047.96**
Total Expense	**33,519.98**	**59,024.69**	**25,504.71**	**526,553.15**	**517,066.03**	**(9,487.12)**	**517,066.03**
Operating Net Total	**(32,193.01)**	**587.91**	**(32,780.92)**	**(161,836.47)**	**382,466.05**	**(544,302.52)**	**382,466.05**

Brightwater Community Development District

Statement of Revenues and Expenses 9/1/2026 - 9/30/2026

	Current Period			Year To Date			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
301 - Debt Service 2021 (AA1) Fund Income							
Income							
325201 - Special Assessments - On-Roll	-	5,940.02	(5,940.02)	72,890.08	71,280.24	1,609.84	71,280.24
325202 - Special Assessments - Off-Roll	-	37,234.30	(37,234.30)	426,971.10	446,812.26	(19,841.16)	446,812.26
361100 - Interest	1,495.16	-	1,495.16	18,473.86	-	18,473.86	-
Total Income	**1,495.16**	**43,174.32**	**(41,679.16)**	**518,335.04**	**518,092.50**	**242.54**	**518,092.50**
Total Income	**1,495.16**	**43,174.32**	**(41,679.16)**	**518,335.04**	**518,092.50**	**242.54**	**518,092.50**
301 - Debt Service 2021 (AA1) Fund Expense							
Debt Administration							
517301 - Principal Debt Retirement	-	-	-	210,000.00	210,000.00	-	210,000.00
517311 - Interest Expense	-	-	-	310,410.00	307,916.25	(2,493.75)	307,916.25
Total Debt Administration	**-**	**-**	**-**	**520,410.00**	**517,916.25**	**(2,493.75)**	**517,916.25**
Total Expense	**-**	**-**	**-**	**520,410.00**	**517,916.25**	**(2,493.75)**	**517,916.25**
301 - Debt Service 2021 (AA1) Fund Net Total	**1,495.16**	**43,174.32**	**(41,679.16)**	**(2,074.96)**	**176.25**	**(2,251.21)**	**176.25**

Brightwater Community Development District

Statement of Revenues and Expenses 9/1/2026 - 9/30/2026

	Current Period			Year To Date			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
302 - Debt Service 2024 (AA2) Fund Income							
Income							
325202 - Special Assessments - Off-Roll	-	44,826.07	(44,826.07)	505,545.15	537,912.51	(32,367.36)	537,912.51
361100 - Interest	1,550.33	-	1,550.33	19,193.61	-	19,193.61	-
Total Income	**1,550.33**	**44,826.07**	**(43,275.74)**	**524,738.76**	**537,912.51**	**(13,173.75)**	**537,912.51**
Total Income	**1,550.33**	**44,826.07**	**(43,275.74)**	**524,738.76**	**537,912.51**	**(13,173.75)**	**537,912.51**
302 - Debt Service 2024 (AA2) Fund Expense							
Debt Administration							
517301 - Principal Debt Retirement	-	-	-	110,000.00	110,000.00	-	110,000.00
517311 - Interest Expense	-	-	-	425,993.76	423,491.26	(2,502.50)	423,491.26
Total Debt Administration	**-**	**-**	**-**	**535,993.76**	**533,491.26**	**(2,502.50)**	**533,491.26**
Other Financing Uses							
581000 - Inter-Fund Transfer Out	-	-	-	25.96	-	(25.96)	-
Total Other Financing Uses	**-**	**-**	**-**	**25.96**	**-**	**(25.96)**	**-**
Total Expense	**-**	**-**	**-**	**536,019.72**	**533,491.26**	**(2,528.46)**	**533,491.26**
302 - Debt Service 2024 (AA2) Fund Net Total	**1,550.33**	**44,826.07**	**(43,275.74)**	**(11,280.96)**	**4,421.25**	**(15,702.21)**	**4,421.25**

Brightwater Community Development District

Statement of Revenues and Expenses 9/1/2026 - 9/30/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
501 - Acquisition & Construction 2021 (AA1) Fund Income							
Income							
361100 - Interest	-	-	-	.27	-	.27	-
Total Income	**-**	**-**	**-**	**.27**	**-**	**.27**	**-**
Total Income	**-**	**-**	**-**	**.27**	**-**	**.27**	**-**
501 - Acquisition & Construction 2021 (AA1) Fund Expense							
Common Areas & Right of Ways							
539999 - Construction in Progress	-	-	-	18.10	-	(18.10)	-
Total Common Areas & Right of Ways	**-**	**-**	**-**	**18.10**	**-**	**(18.10)**	**-**
Total Expense	**-**	**-**	**-**	**18.10**	**-**	**(18.10)**	**-**
501 - Acquisition & Construction 2021 (AA1) Fund Net Total	**-**	**-**	**-**	**(17.83)**	**-**	**(17.83)**	**-**

Brightwater Community Development District

Statement of Revenues and Expenses 9/1/2026 - 9/30/2026

	Current Period			Year To Date			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
502 - Acquisition & Construction 2024 (AA2) Fund Income							
Income							
361100 - Interest	-	-	-	71,408.90	-	71,408.90	-
Total Income	**-**	**-**	**-**	**71,408.90**	**-**	**71,408.90**	**-**
Other Financing Sources							
381000 - Inter-Fund Transfer In	-	-	-	25.96	-	25.96	-
Total Other Financing Sources	**-**	**-**	**-**	**25.96**	**-**	**25.96**	**-**
Total Income	**-**	**-**	**-**	**71,434.86**	**-**	**71,434.86**	**-**
502 - Acquisition & Construction 2024 (AA2) Fund Expense							
Common Areas & Right of Ways							
539999 - Construction in Progress	-	-	-	3,230,716.28	-	(3,230,716.28)	-
Total Common Areas & Right of Ways	**-**	**-**	**-**	**3,230,716.28**	**-**	**(3,230,716.28)**	**-**
Total Expense	**-**	**-**	**-**	**3,230,716.28**	**-**	**(3,230,716.28)**	**-**
502 - Acquisition & Construction 2024 (AA2) Fund Net Total	**-**	**-**	**-**	**(3,159,281.42)**	**-**	**(3,159,281.42)**	**-**
Net Total	**(29,147.52)**	**88,588.30**	**(117,735.82)**	**(3,334,491.64)**	**387,063.55**	**(3,721,555.19)**	**387,063.55**

Brightwater Community Development District

Bank Register Report 9/1/2026 - 9/30/2026

Date	Description	Type	R	Check No	Amount
Operating VNB #4011					
	Balance as of 9/1/2026				**$8,662.58**
9/22/2026	IPFS Corporation	Invoice (Expense/AutoDraft)	R		($2,028.65)
9/22/2026	Engage PEO - BOS MTG 08/22/2026	Invoice (Expense/AutoDraft)	R	H127545	($879.58)
9/22/2026	Ira D Draper - BOS MTG 08/22/2026	Invoice (Expense/AutoDraft)		49	($242.70)
9/30/2026	September Interest	Interest	R	ACH	$20.03
				Total	**($3,130.90)**
				Balance as of 9/30/2026	**$5,531.68**
Reserve BU #5869					
	Balance as of 9/1/2026				**$5,359.21**
9/30/2026	September Interest	Interest	R	ACH	$0.44
				Total	**$0.44**
				Balance as of 9/30/2026	**$5,359.65**
Trust 2021 (AA1) Debt Service Reserve Account					
	Balance as of 9/1/2026				**$518,092.50**
9/1/2026	September Interest	Interest	R	ACH	$1,472.45
9/2/2026	Transfer to Trust 2021 (AA1) Revenue Account - - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT	Transfer Out	R	ACH	($1,472.45)
				Total	**$0.00**
				Balance as of 9/30/2026	**$518,092.50**
Trust 2021 (AA1) Prepayment Account					
	Balance as of 9/1/2026				**$607.50**
9/1/2026	September Interest	Interest	R	ACH	$1.73
9/2/2026	Transfer to Trust 2021 (AA1) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003 1.73 09/02/26 Purchases Purchase 1,474.18 Units of US BANK GCTS	Transfer Out	R	ACH	($1.73)
				Total	**$0.00**
				Balance as of 9/30/2026	**$607.50**
Trust 2021 (AA1) Revenue Account					
	Balance as of 9/1/2026				**$7,527.63**
9/1/2026	September Interest	Interest	R	ACH	$20.98
9/2/2026	Transfer from Trust 2021 (AA1) Debt Service Reserve Account - - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT	Transfer In	R	ACH	$1,472.45

Brightwater Community Development District

Bank Register Report 9/1/2026 - 9/30/2026

Date	Description	Type	R	Check No	Amount
9/2/2026	Transfer from Trust 2021 (AA1) Prepayment Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003 1.73 09/02/26 Purchases Purchase 1,474.18 Units of US BANK GCTS	Transfer In	R	ACH	$1.73
				Total	**$1,495.16**
				Balance as of 9/30/2026	**$9,022.79**

Trust 2024 (AA2) Debt Service Reserve Account

	Balance as of 9/1/2026				**$537,912.51**
9/1/2026	September Interest	Interest	R	ACH	$1,528.78
9/2/2026	Transfer to Trust 2024 (AA2) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004	Transfer Out	R	ACH	($1,528.78)
				Total	**$0.00**
				Balance as of 9/30/2026	**$537,912.51**

Trust 2024 (AA2) Revenue Account

	Balance as of 9/1/2026				**$7,732.32**
9/1/2026	September Interest	Interest	R	ACH	$21.55
9/2/2026	Transfer from Trust 2024 (AA2) Debt Service Reserve Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004	Transfer In	R	ACH	$1,528.78
				Total	**$1,550.33**
				Balance as of 9/30/2026	**$9,282.65**

Brightwater Community Development District

Bank Account Reconciliation for Period 9/30/2026

Reconciliation Summary

Bank Account	Bank Bal.	Uncleared Items	Adj. Balance	Book Balance	Status
Operating VNB #4011	6,022.88	-491.20	5,531.68	5,531.68	Balanced
Reserve BU #5869	5,359.65	0.00	5,359.65	5,359.65	Balanced
Trust 2021 (AA1) Revenue Account	9,022.79	0.00	9,022.79	9,022.79	Balanced
Trust 2021 (AA1) Sinking Fund Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Interest Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Prepayment Account	607.50	0.00	607.50	607.50	Balanced
Trust 2021 (AA1) Debt Service Reserve Account	518,092.50	0.00	518,092.50	518,092.50	Balanced
Trust 2021 (AA1) Acquisition & Construction Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Restricted Acq. & Constr. Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Revenue Account	9,282.65	0.00	9,282.65	9,282.65	Balanced
Trust 2024 (AA2) Sinking Fund Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Interest Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Prepayment Account	0.00	0.00	0.00		Balanced
Trust 2024 (AA2) Debt Service Reserve Account	537,912.51	0.00	537,912.51	537,912.51	Balanced
Trust 2024 (AA2) Acquisition & Construction Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Capitalized Interest Account	0.00	0.00	0.00	0.00	Balanced

Unreconciled Items

Date	Description	Check No	Amount
Operating VNB #4011			
4/30/2026	Ira D Draper - BOS MTG 04/30/2026	46	-248.50
9/22/2026	Ira D Draper - BOS MTG 08/22/2026	49	-242.70
		Total Operating VNB #4011	**-491.20**

Reconciled Items

Brightwater Community Development District

Bank Account Reconciliation for Period 9/30/2026

Date	Description	Check No	Amount
Operating VNB #4011			
9/30/2026	September Interest		20.03
8/25/2026	Business Observer, Inc.	10014	-229.69
8/25/2026	Business Observer, Inc.	10014	-78.75
8/31/2026	Ira D Draper - BOS MTG 08/25/2026	48	-63.80
9/22/2026	IPFS Corporation		-2,028.65
9/22/2026	Engage PEO - BOS MTG 08/22/2026	H127545	-879.58
	Total Operating VNB #4011		**-3,260.44**
Reserve BU #5869			
9/30/2026	September Interest		0.44
	Total Reserve BU #5869		**0.44**
Trust 2021 (AA1) Debt Service Reserve Account			
9/1/2026	September Interest		1,472.45
9/2/2026	Transfer to Trust 2021 (AA1) Revenue Account - - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT		-1,472.45
	Total Trust 2021 (AA1) Debt Service Reserve Account		**0.00**
Trust 2021 (AA1) Prepayment Account			
9/1/2026	September Interest		1.73
9/2/2026	Transfer to Trust 2021 (AA1) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003 1.73 09/02/26 Purchases Purchase 1,474.18 Units of US BANK GCTS		-1.73
	Total Trust 2021 (AA1) Prepayment Account		**0.00**
Trust 2021 (AA1) Revenue Account			
9/1/2026	September Interest		20.98
9/2/2026	Transfer from Trust 2021 (AA1) Debt Service Reserve Account - - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT		1,472.45
9/2/2026	Transfer from Trust 2021 (AA1) Prepayment Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003 1.73 09/02/26 Purchases Purchase 1,474.18 Units of US BANK GCTS		1.73
	Total Trust 2021 (AA1) Revenue Account		**1,495.16**
Trust 2024 (AA2) Debt Service Reserve Account			
9/1/2026	September Interest		1,528.78

Brightwater Community Development District

Bank Account Reconciliation for Period 9/30/2026

Date	Description	Check No	Amount
9/2/2026	Transfer to Trust 2024 (AA2) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004		-1,528.78
	Total Trust 2024 (AA2) Debt Service Reserve Account		**0.00**

Trust 2024 (AA2) Revenue Account

9/1/2026	September Interest		21.55
9/2/2026	Transfer from Trust 2024 (AA2) Debt Service Reserve Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004		1,528.78
	Total Trust 2024 (AA2) Revenue Account		**1,550.33**

EXHIBIT 7

AGENDA

GAA.PROCESSING@IPFS.COM
400 NORTHRIDGE ROAD SUITE 450
ATLANTA, GA 30350
(877)513-9487 FAX: (770)225-2866
CUSTOMER SERVICE: (800)584-9969

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

A	CASH PRICE (TOTAL PREMIUMS)	$20,251.00
B	CASH DOWN PAYMENT	$1,687.52
C	PRINCIPAL BALANCE (A MINUS B)	$18,563.48
D	DOC STAMP	$65.10

AGENT
(Name & Place of business)
EGIS INSURANCE & RISK ADVISORS

150 E PALMETTO PARK RD
SUITE 705
BOCA RATON,FL 33432-4827
(561)693-4515 FAX:

INSURED
(Name & Residence or business)
BRIGHTWATER CDD
C/O KAI
2502 N ROCKY POINT DR STE 1000

TAMPA, FL 33607-1449

districtap@hikai.com

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 37066759

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled
13.650%	$1,295.39	$18,628.58	$19,923.97

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due	
11	$1,811.27	Beginning:	MONTHLY 11/01/2026

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.
Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.
Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of $20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
100126341	10/01/2026	LLOYD'S LONDON - CERTAIN UNDERWRITE FLORIDA INSURANCE ALLIANCE	PACKAGE	25.00%	12	20,251.00
				Broker Fee:		$0.00
				TOTAL:		$20,251.00

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY**: To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY**: Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified. The insured agrees that Lender may endorse the insured's name on any check or draft received from the insuring company and apply the same as payment of this Agreement, returning any excess to the insured only if such excess is equal to or greater than $1.00.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent — DATE: 10/6/2026

Signature of Agent — DATE

(10/22) Copyright 2022 IPFS Corporation ™

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES**: The finance charge begins to accrue as of the earliest policy effective date. **4. AGREEMENT EFFECTIVE DATE**: This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS**: Insured will be in default if a payment is not made when it is due. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION**: Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES**: If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES**: If an insured's payment is dishonored for any reason, the insured will pay to Lender a fee, if permitted by law, equal to $15.00 or the maximum amount permitted by law. **9. MONEY RECEIVED AFTER CANCELLATION**: Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy (ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated. **10. ASSIGNMENT**: The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER**: The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION**: The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS**: Insured agrees to pay attorney fees and other collection costs to Lender, not to exceed 20% of the amount due, if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. **14. LIMITATION OF LIABILITY**: The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender' gross negligence or willful misconduct. Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT**: This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES**: The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING**: Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY**: Our privacy policy may be found at https://ipfs.com/Privacy. **19. ENTIRE DOCUMENT / GOVERNING LAW**: This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Florida will govern this Agreement. **20. AUTHORIZATION**: The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVERIGN IMMUNITY**: The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling $0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

EXHIBIT 8

AGENDA

Arbitrage Rebate Counselors, LLC

Arbitrage Regulations Compliance for Issuers of Tax-Exempt Bonds

January 26, 2026

Brightwater Community Development District
c/o Kai
2502 N. Rocky Point Drive
Tampa, FL 33607

Re: Proposal – Annual Arbitrage Calculations – $7,850,000 Brightwater Community Development District – Capital Improvement Revenue Bonds, Series 2024 ("Series 2024")

Dear Brightwater Community Development District:

Arbitrage Rebate Counselors is pleased to provide you with this proposal to perform Annual Arbitrage Calculations for the above-referenced Series 2024.

We understand that proceeds of Series 2024 were issued to: (1) finance a portion of the cost of acquiring, constructing, and equipping assessable improvements, (2) pay costs associated with the issuance of Series 2024, (3) to fund the Series 2024 Reserve Account, and (4) to pay a portion of the interest to come due on Series 2024.

The Annual Arbitrage Calculations will cover the initial annual period November 19, 2024 to November 19, 2025, and each successive annual period thereafter ending on November 19th.

Our services include: (1) obtaining all relevant records, (2) compiling a computerized record of all project investments, interest earnings and disbursements, (3) calculating bond yield, (4) computing arbitrage liability, (5) performing "spending exceptions" analyses, (6) preparing arbitrage opinion letter, and (7) assisting with making arrangements for paying any arbitrage due.

Our fee to prepare each Annual Arbitrage Calculation is a "flat-fee" of $475.00. Brightwater CDD may terminate this contract at any time at its discretion.

Sincerely yours,

John C. Rogers

John C. Rogers
President

Acknowledged and accepted:

Signed: Audette Bruce
Name: Audette Bruce
Title: District Manager
Date: 9/23/2026

32 Whitemarsh Road, Ardmore, PA 19003 Tel. 610-764-7998 Email: jcrogers279@gmail.com

EXHIBIT 9

AGENDA

BUILDER RIGHTS AGREEMENT

This Builder Rights Agreement (this "**Agreement**"), is effective as of the date signed by the last party below (the "**Effective Date**"), and is made by and between D.R. Horton, Inc., a Delaware Corporation (the "**Homebuilder**") and the Brightwater Community Development District, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes (the "**District**") (Homebuilder and District may each be referred to as a "**Party**" or collectively as the "**Parties**").

W I T N E S S E T H :

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

WHEREAS, Homebuilder has acquired land within the District and plans to construct homes for end users within Phases 4, 5, and 6 of the Project according to the Site Plan depicted in **Exhibit A** hereto, which is incorporated by this reference and which lands are more particularly described in **Exhibit B** hereto; and

WHEREAS, the District and Homebuilder desire to enter into an agreement establishing Homebuilder's Builder Rights and rules relating to Homebuilder's marketing efforts and construction of homes for end users (the "**Homes**") within the District.

NOW THEREFORE, for an in consideration of the reciprocal covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true, correct, and incorporated herein by this reference.

2. District Authorization of Builder Rights. The District hereby authorizes Homebuilder to and confirms that Homebuilder may exercise certain Builder Rights over District-owned rights-of-way and common areas depicted in Exhibit A hereto (the "**Rights-of-Way**") and for the lots owned by Homebuilder (the "**Lots**") as may be necessary for the construction and sale of Homes during all periods of time in which Homebuilder is constructing, marketing, and selling homes within the District, as follows:

a. Homebuilder shall have the right to maintain within the Lots temporary signage, flags, banners, directional signs, model home designations, model homes, sales trailers, and construction trailers, to the extent necessary to facilitate the completion of construction and sale of Homes.

b. Homebuilder shall have the right to maintain upon District-owned Rights-of-Way temporary signage, flags, banners, directional signs, and model home designations.

c. Homebuilder shall have the right to maintain within the Lots any building materials and equipment to facilitate completion of construction of the Homes.

d. Homebuilder and its vendors, contractors, subcontractors, employees, and other construction personnel shall have the right to access the Lots and convey building materials and equipment necessary for construction via the Rights-of-Way and through District-owned entry gates and other entrances between the hours of 7:00 AM and 7:00 PM daily. District shall leave gates open during such hours.

e. Homebuilder and its vendors, contractors, subcontractors, employees, and other construction personnel shall have the right to park vehicles in the Rights-of-Way adjacent to or in close proximity to the Lots.

3. Builder Obligations. During the course of its operations within the District, Homebuilder shall use commercially reasonable efforts to ensure that all Rights-of-Way shall be kept open for traffic and shall not be blocked except as may be temporarily necessary for the delivery of materials and connection of utility services. Notwithstanding the foregoing, Homebuilder shall ensure that any vehicles, equipment, trailers, materials, or other items placed or parked within the District's Rights-of-Way do not unreasonably interfere with the safe passage of traffic or impede access by emergency vehicles at any time. Homebuilder shall be responsible for obtaining all permits or approvals necessary for any marketing materials or signage placed on District-owned property. At the termination of this Agreement, Homebuilder, at its sole cost and expense, shall remove and dispose of all marketing materials and signage and shall restore the area to the condition that existed before such items were installed.

4. District Obligations. The District shall not close, block, or otherwise obstruct the Rights-of-Way during active construction without prior coordination with Homebuilder. The District shall ensure that all District-owned or District-maintained utilities and infrastructure within the Project, including without limitation stormwater management systems and roadways, are operational and available for connection and use by the Homebuilder and its contractors as reasonably necessary for the construction and occupancy of Homes. The District shall provide the Homebuilder with reasonable advance written notice (not less than seventy-two (72) hours) of any planned service interruptions, maintenance activities, or construction activities by District contractors that may affect the Homebuilder's access to the Lots, Rights-of-Way, or utility services. The District shall cooperate with the Homebuilder in coordinating the timing and sequencing of District infrastructure work with the Homebuilder's construction schedule to minimize disruption to home construction and sales activities. The District agrees to grant to the Homebuilder a temporary construction easement over portions of the Rights-of-Way and any District-owned common areas adjacent to the Lots as reasonably necessary for the movement of construction materials and equipment, and for the performance of grading, landscaping, and utility connection work. Such easement shall terminate upon the completion of construction on all Lots or upon the termination of this Agreement, whichever occurs first. The District shall maintain all District infrastructure, including without limitation roads, stormwater systems, common areas, and entry features, in good condition throughout the term of this Agreement so as not to negatively impact the Homebuilder's marketing and sales efforts or the value of the Homes. The District shall

provide the Homebuilder with access codes, keys, or other means of entry through any District-controlled gates, access points, or security systems as necessary for the Homebuilder, its contractors, vendors, and prospective purchasers to access the Lots and model homes. The District shall not adopt or enforce any rules, regulations, or policies that would unreasonably interfere with or restrict the Homebuilder's construction activities or sales operations within the District during the term of this Agreement without the prior written consent of the Homebuilder, which consent shall not be unreasonably withheld.

5. District Representative. The District shall designate a representative who shall serve as the Homebuilder's primary point of contact for all matters arising under this Agreement. The District representative shall have authority to grant routine approvals and consents on behalf of the District and shall respond to Homebuilder inquiries within five (5) business days.

6. Enforcement of Agreement. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings.

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

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

9. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties. The Parties have complied with all the requirements of law. The Parties have full power and authority to comply with the terms and provisions of this instrument.

10. Notices. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, electronic mail with delivery confirmation or overnight delivery service, to the Parties, as follows:

A. If to the District:

Brightwater
Community Development District
C/o Kai
2502 N. Rocky Point Drive
Suite 1000
Tampa, FL, 33607
Attn: District Manager
Email: audette@hikai.com

B. If to the Homebuilder: Dwayne Hill, Division President
D.R. Horton, Inc.
10541 Ben C Pratt/Six Mile Cypress Pkwy
Fort Myers, FL 33966
Phone: 770-807-2485
Email: DMHill@drhorton.com
JLThomas@drhorton.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Homebuilder may deliver Notice on behalf of the Parties. Any Parties 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 in this Agreement.

11. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Homebuilder as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

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

13. Applicable Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

14. Indemnification and Insurance. The Homebuilder, its contractors, agents and employees performing work for Homebuilder shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said

insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than $1,000,000.00 per occurrence and $2,000,000 aggregate. The Homebuilder shall maintain automobile liability for bodily injury and property damage in a combined single limit of not less than $1,000,000. The Homebuilder, its contractors, agents and employees performing work for Homebuilder shall also maintain Worker's Compensation insurance as required by law and any other insurance as may be required by applicable law. Homebuilder agrees to indemnify, save and hold harmless the District and its officers, supervisors, managers agents, servants and employees and affiliated owners of the property, from and against any and all direct or indirect claims of loss, and further from and against any and all loss, cost expense, liability, damage or injury, including legal fees and disbursements, that the District, its officers, supervisors, managers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of negligence, recklessness, or intentional wrongful misconduct of Homebuilder, its contractors, agents, or employees resulting from, arising out of or occurring in connection with the marketing material, signage or any other use of the District's property contemplated under this Agreement.

15. Termination. This Agreement will terminate without further action by the Parties upon the issuance of the last certificate of occupancy for the Homes constructed on the Lots.

16. Public Records. As required under Section 119.0701, Florida Statutes, Homebuilder shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Homebuilder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE HOMEBUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOMEBUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 565-4663, OR BY EMAIL AT RECORDS@HIKAI.COM, OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FL 33607.

17. 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.

18. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature

in Section 768.28, *Florida Statutes,* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. 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.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date signed by the last party below.

ATTEST:

Secretary/Assistant Secretary

BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Its: ☐ Chair ☐ Vice Chair
Date: _____

WITNESSES:

Name: _____

D.R. HORTON, INC.

Name: _____
Its: _____
Date: _____

Exhibit A: Project Site Plan
Exhibit B: Project Lands Legal Description

Exhibit A
Site Plan

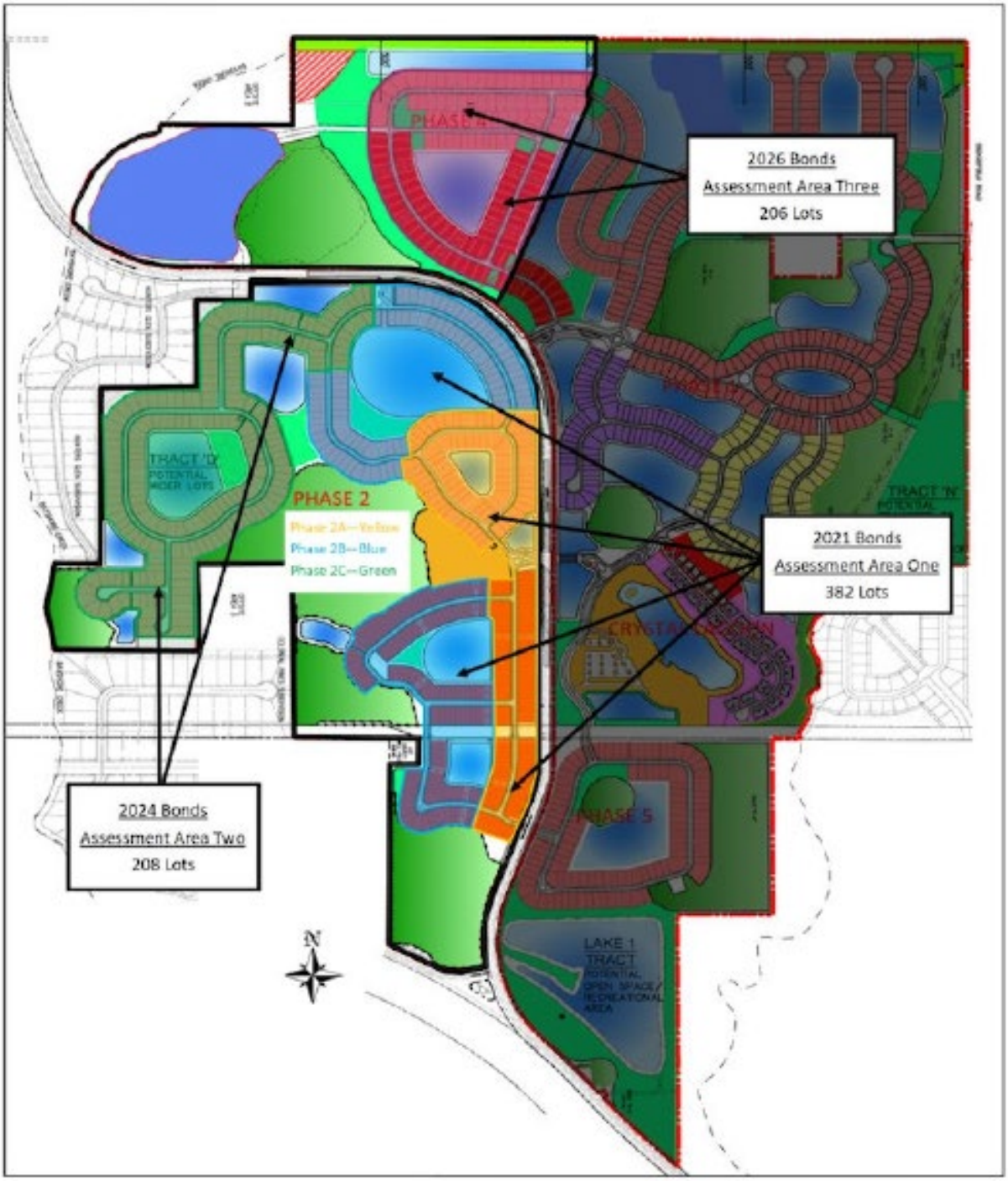


Exhibit B
Legal Description

PROPERTY DESCRIPTION

A PARCEL OF LAND LYING WITHIN BRIGHTWATER PHASE 3, RECORDED IN INSTRUMENT NUMBER 2023000206438, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA ALL BEING LOCATED IN THE NORTH HALF OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE BOUNDARY OF TRACT "FD", BRIGHTWATER PHASE 3, RECORDED IN INSTRUMENT NUMBER 2023000206438, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 89°30'46" EAST ALONG SAID BOUNDARY, FOR 1,411.00 FEET; THENCE SOUTH 00°29'14" WEST, DEPARTING SAID FOR 284.35 FEET; THENCE NORTH 72°51'13" WEST, FOR 1.88 FEET; THENCE SOUTH 17°02'11" WEST, FOR 121.00 FEET; THENCE SOUTH 01°15'28" WEST, FOR 41.77 FEET; THENCE SOUTH 19°00'32" WEST, FOR 121.00 FEET; THENCE SOUTH 21°13'44" WEST, FOR 1,180.91 FEET; THENCE SOUTH 22°39'29" WEST, FOR 121.00 FEET; THENCE SOUTH 24°29'22" WEST, FOR 40.02 FEET; THENCE SOUTH 22°39'29" WEST, FOR 242.73 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF PRITCHETT PARKWAY (100 FOOT WIDE) AND A POINT ON A CURVE; THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES, 1) WESTERLY 832.43 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,150.00 FEET THROUGH A CENTRAL ANGLE OF 41°28'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 69°13'17" WEST FOR 814.37 FEET; 2) NORTH 89°57'29" WEST, FOR 938.64 FEET; THENCE NORTH 00°02'31" EAST DEPARTING SAID RIGHT-OF-WAY, FOR 51.15 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 220.98 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 197.50 FEET THROUGH A CENTRAL ANGLE OF 64°06'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 32°00'43" WEST FOR 209.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 11.04 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET THROUGH A CENTRAL ANGLE OF 63°15'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 32°26'18" WEST FOR 10.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 407.64 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 564.00 FEET THROUGH A CENTRAL ANGLE OF 41°24'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 19°53'41" EAST FOR 398.82 FEET; THENCE NORTH 40°34'53" EAST, FOR 221.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 76.77 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 25°52'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 53°31'06" EAST FOR 76.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 26.79 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 17.50 FEET THROUGH A CENTRAL ANGLE OF 87°42'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 22°35'58" EAST FOR 24.25 FEET; THENCE NORTH 21°15'12" WEST, FOR 88.62 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 8.39 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET THROUGH A CENTRAL ANGLE OF 96°08'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 26°49'04" EAST FOR 7.44 FEET; THENCE NORTH 74°50'53" EAST, FOR 80.81 FEET; THENCE NORTH 00°08'03" WEST, FOR 791.17 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 89°55'12" EAST ALONG SAID NORTH LINE, FOR 672.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 82.61 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE NORTH LINE OF TRACT FD, BRIGHTWATER PHASE 3, RECORDED IN INSTRUMENT NUMBER 2023000206438, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING S 89°30'46" E.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 – 3 OF 3

"NOT A SURVEY"

DRAWN BY:	KJG
CHECKED BY:	TBS
JOB CODE:	20201032-001
SCALE:	N/A
DATE:	11/24/2025
FILE:	25-613-BW-1
SHEET:	1 of 3

GradyMinor
a Pape-Dawson company

Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION

A PARCEL OF LAND

LYING IN
SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE SIGNED

TODD B. SHORT, P.S.M
FL LICENSE #7587
FOR THE FIRM

Exhibit B
Legal Description

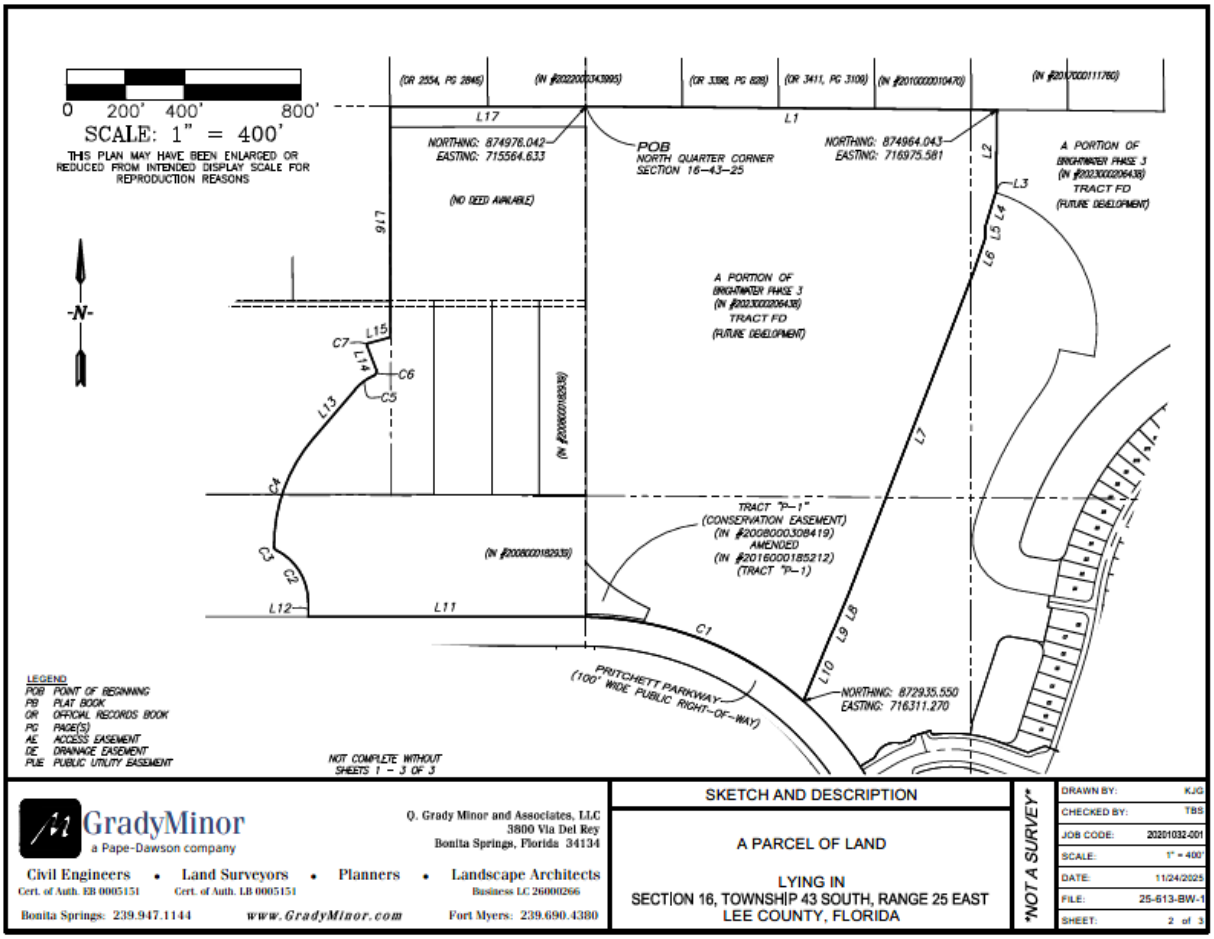


Exhibit B
Legal Description

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 89°30'46" E	1411.00'
L2	S 0°29'14" W	284.35'
L3	N 72°51'13" W	1.88'
L4	S 17°02'11" W	121.00'
L5	S 1°15'28" W	41.77'
L6	S 19°00'32" W	121.00'
L7	S 21°13'44" W	1180.91'
L8	S 22°39'29" W	121.00'
L9	S 24°29'22" W	40.02'

LINE TABLE		
LINE #	BEARING	DISTANCE
L10	S 22°39'29" W	242.73'
L11	N 89°57'29" W	938.64'
L12	N 0°02'31" E	51.15'
L13	N 40°34'53" E	221.22'
L14	N 21°15'12" W	88.62'
L15	N 74°50'53" E	80.81'
L16	N 0°08'03" W	791.17'
L17	N 89°55'12" E	672.59'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1150.00'	832.43'	41°28'25"	N 69°13'17" W	814.37'
C2	197.50'	220.98'	64°06'27"	N 32°00'43" W	209.63'
C3	10.00'	11.04'	63°15'16"	N 32°26'18" W	10.49'
C4	564.00'	407.64'	41°24'41"	N 19°53'41" E	398.82'
C5	170.00'	76.77'	25°52'27"	N 53°31'06" E	76.12'
C6	17.50'	26.79'	87°42'42"	N 22°35'58" E	24.25'
C7	5.00'	8.39'	96°08'32"	N 26°49'04" E	7.44'

NOT COMPLETE WITHOUT SHEETS 1 – 3 OF 3

GradyMinor
a Pape-Dawson company

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

A PARCEL OF LAND

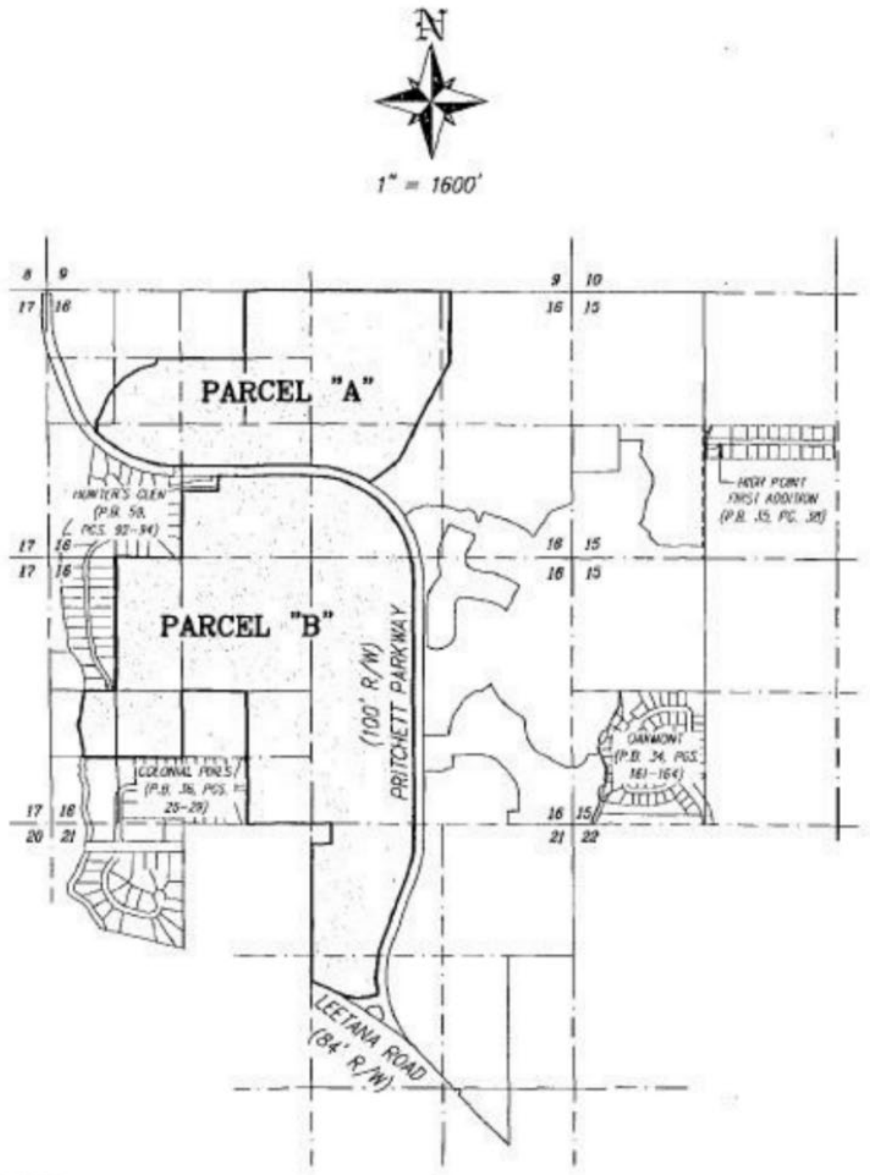
LYING IN
SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOT A SURVEY

DRAWN BY:	KJG
CHECKED BY:	TBS
JOB CODE:	20201032-001
SCALE:	N/A
DATE:	11/24/2025
FILE:	25-613-BW-1
SHEET:	3 of 3

Exhibit B
Legal Description

SKETCH AND DESCRIPTION – NOT A SURVEY
INDEX SHEET



LEGEND:

PG. INDICATES PAGE
PGS. INDICATES PAGES
P.B. INDICATES PLAT BOOK

S:\JOBS\1430\1447PH1\SURVEYING\DESCRIPTIONS\1447PH1 BRIGHTWATER CDD EXB.DWG

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10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966
PHONE: (239) 939-5490
FAX: (239) 939-2523
ENGINEERING LICENSE # EB 0469
SURVEY LICENSE # LB 0469
WWW.BANKSENG.COM

SKETCH AND DESCRIPTION INDEX SHEET
BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
5-5-2017	1447PH1	BOYD CD	AMY	RMT	1"=1600'	1	1	16 & 21-43-25

Exhibit B
Legal Description

BANKS ENGINEERING

Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
TRACT OR PARCEL OF LAND
LYING IN
SECTIONS 16 AND 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 16 AND 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S 89°29'37" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 FOR 1,411.00 FEET; THENCE S 00°30'23" W FOR 706.92 FEET; THENCE S 27°55'32" W FOR 1,112.54 FEET; THENCE S 52°04'05" W FOR 366.27 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PRITCHETT PARKWAY (100 FEET WIDE) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,150.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 32°06'53" E; THENCE WESTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 32°03'13" FOR 643.36 FEET; THENCE N 89°56'20" W ALONG SAID WESTERLY LINE FOR 1,399.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 47°47'50" FOR 875.93 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK AS LOCATED ON NOVEMBER 2, 2001; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:
1.) THENCE N 04°32'24" E FOR 90.77 FEET;
2.) THENCE N 23°44'09" E FOR 306.54 FEET;
3.) THENCE N 41°45'07" E FOR 222.54 FEET;
4.) THENCE N 59°41'20" E FOR 199.30 FEET;
5.) THENCE N 75°53'16" E FOR 136.18 FEET;
6.) THENCE N 38°59'21" E FOR 33.51 FEET;
7.) THENCE N 02°12'10" E FOR 39.99 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE S 89°59'47" E ALONG SAID SOUTH LINE FOR 915.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE N 00°06'54" W ALONG THE WEST LINE OF SAID FRACTION FOR 667.02 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE N 89°56'25" E ALONG THE NORTH LINE OF SAID FRACTION FOR 672.59 FEET TO THE **POINT OF BEGINNING**.

AND

PARCEL "B"

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N 89°50'53" W ALONG THE SOUTH LINE OF SAID FRACTION FOR 661.74 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 THE SAME BEING A POINT ON THE EAST LINE OF COLONIAL PINES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36 AT PAGES 26 THROUGH 29 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 00°06'55" W ALONG SAID EAST LINE FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION AND SAID COLONIAL PINES; THENCE N 00°06'55" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION; THENCE N 89°49'35" W ALONG THE NORTH

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Exhibit B
Legal Description

LINE OF SAID FRACTION FOR 664.45 FEET TO THE NORTHWEST CORNER OF SAID FRACTION, THENCE S 00°13'55" E ALONG THE WEST LINE OF SAID FRACTION FOR 664.68 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION THE SAME BEING AN INTERSECTION WITH THE NORTH LINE OF SAID COLONIAL PINES; THENCE N 89°50'14" W ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 AND THE NORTH LINE OF SAID COLONIAL PINES FOR 998.54 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK AS LOCATED ON NOVEMBER 2, 2001; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:
1.) THENCE N 01°17'16" E FOR 58.82 FEET;
2.) THENCE N 11°04'42" W FOR 270.22 FEET;
3.) THENCE N 10°50'46" E FOR 347.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, THE SAME BEING THE SOUTH LINE OF HUNTER'S GLEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59 AT PAGES 92 THROUGH 94 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE S 89°49'35" E ALONG SAID SOUTH LINE FOR 316.69 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND SAID HUNTER'S GLEN; THENCE N 00°20'57" W ALONG THE EAST LINE OF SAID FRACTION AND SAID HUNTER'S GLEN FOR 1329.62 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND SAID HUNTER'S GLEN; THENCE S 89°48'18" E ALONG SAID SOUTH LINE FOR 667.18 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND AN INTERSECTION WITH THE EAST LINE OF SAID HUNTER'S GLEN; THENCE N 00°13'55" W ALONG THE EAST LINE OF SAID FRACTION AND SAID HUNTER'S GLEN FOR 666.28 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID HUNTER'S GLEN; THENCE S 89°52'09" E ALONG SAID SOUTH LINE FOR 378.81 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID HUNTER'S GLEN; THENCE N 00°03'40" E ALONG SAID EAST LINE FOR 150.55 FEET TO THE NORTHEAST CORNER OF SAID HUNTER'S GLEN, THE SAME BEING AN INTERSECTION WITH THE WESTERLY LINE OF PRITCHETT PARKWAY (100 FEET WIDE); THENCE S 89°56'20" E ALONG SAID WESTERLY LINE FOR 942.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 89°55'27" FOR 1647.95 FEET; THENCE S 00°00'53" E ALONG SAID WESTERLY LINE FOR 2572.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET, THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 21°06'48" FOR 386.92 FEET; THENCE S 21°05'55" W ALONG SAID WESTERLY LINE FOR 652.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 29°20'46" FOR 589.01 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PRITCHETT PARKWAY AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 86°07'33" FOR 45.10 FEET; THENCE S 77°52'42" W ALONG SAID NORTHERLY LINE FOR 75.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 41°28'01" FOR 325.68 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LEETANA DRIVE (86 FEET WIDE) AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4064.06 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 04°02'04" FOR 286.17 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N 00°06'48" E ALONG SAID WEST LINE FOR 1381.74 FEET TO THE SOUTHWEST CORNER OF PARCEL 122 AS DESCRIBED IN INSTRUMENT NUMBER 2011000178885 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE S 89°52'23" E ALONG THE SOUTH LINE OF SAID LANDS FOR 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N 00°06'48" E ALONG THE EAST LINE OF SAID LANDS FOR 200.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND AN INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE N 89°52'23" W ALONG THE NORTH LINE OF SAID LANDS AND SAID FRACTION FOR 200.00 FEET TO THE **POINT OF BEGINNING**.

GROSS LAND AREA CONTAINS: 340.29 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST AS BEARING S 89°29'37" E.

DESCRIPTION PREPARED: 6-5-2017.
DESCRIPTION REVISED: 6-28-2017



RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
DATE SIGNED 6-28-2017

S:\Jobs\14xx\1447PH1\Surveying\Descriptions\1447PH1 BRIGHTWATER CDD LGL.doc
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Exhibit B
Legal Description

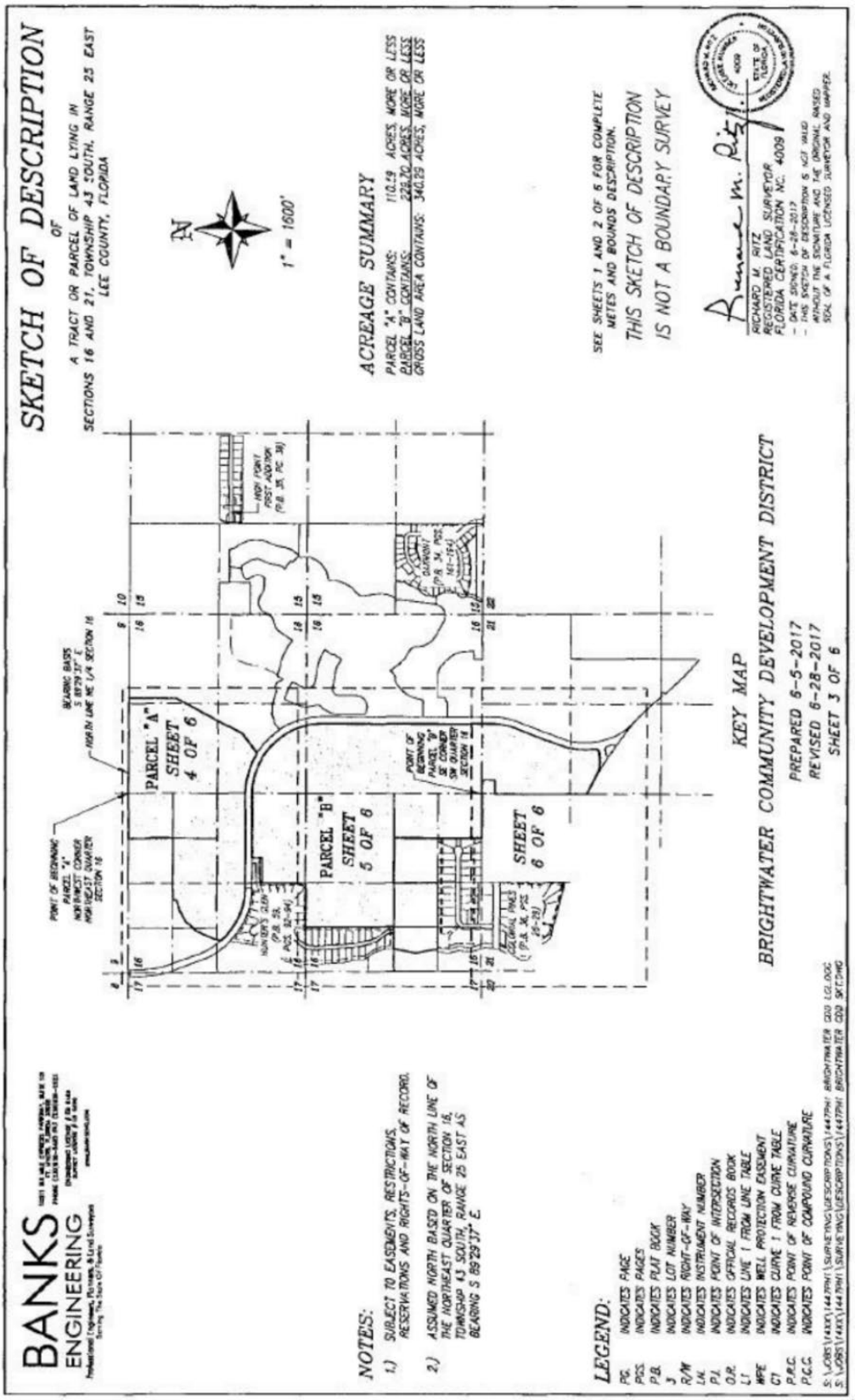


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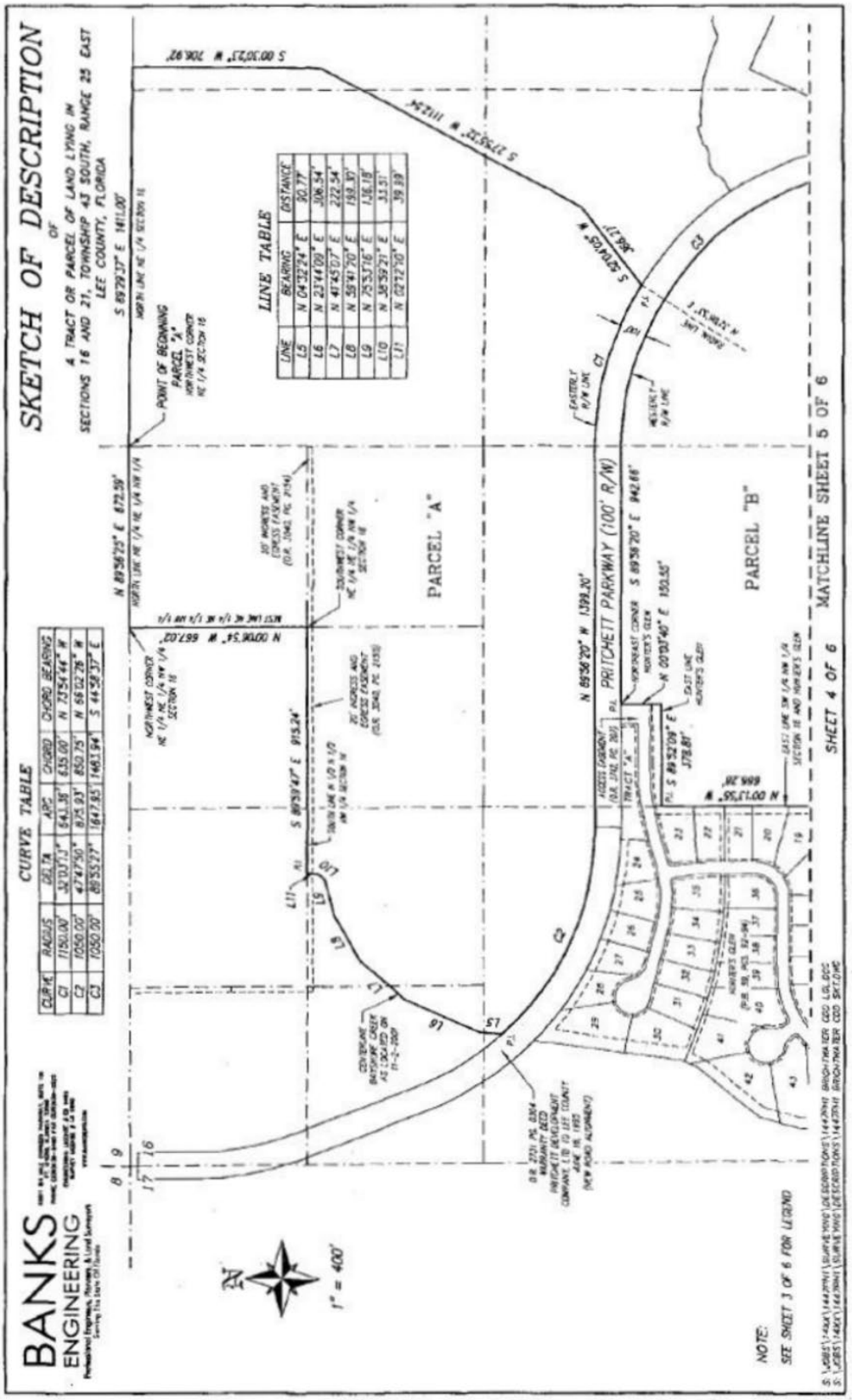


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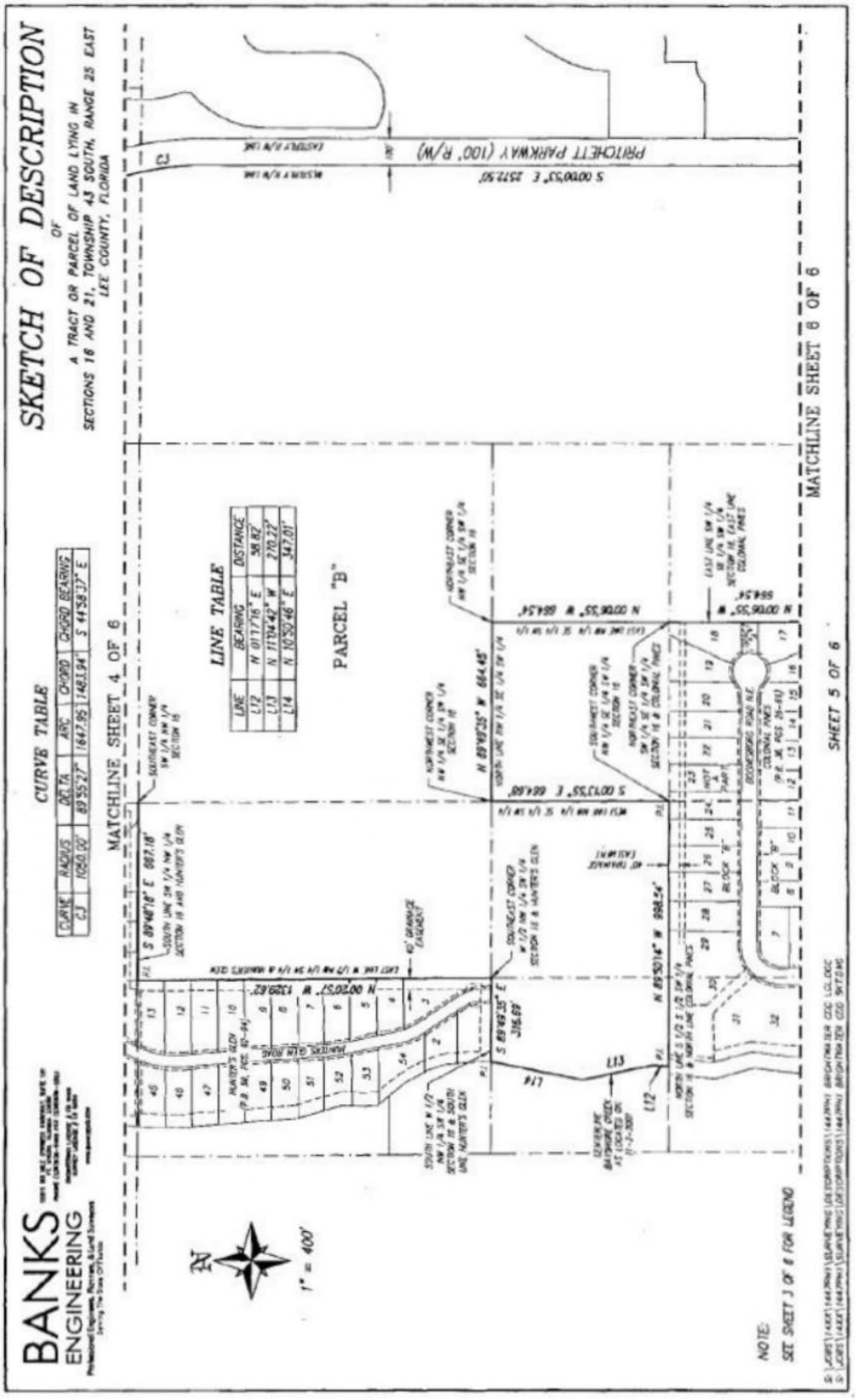


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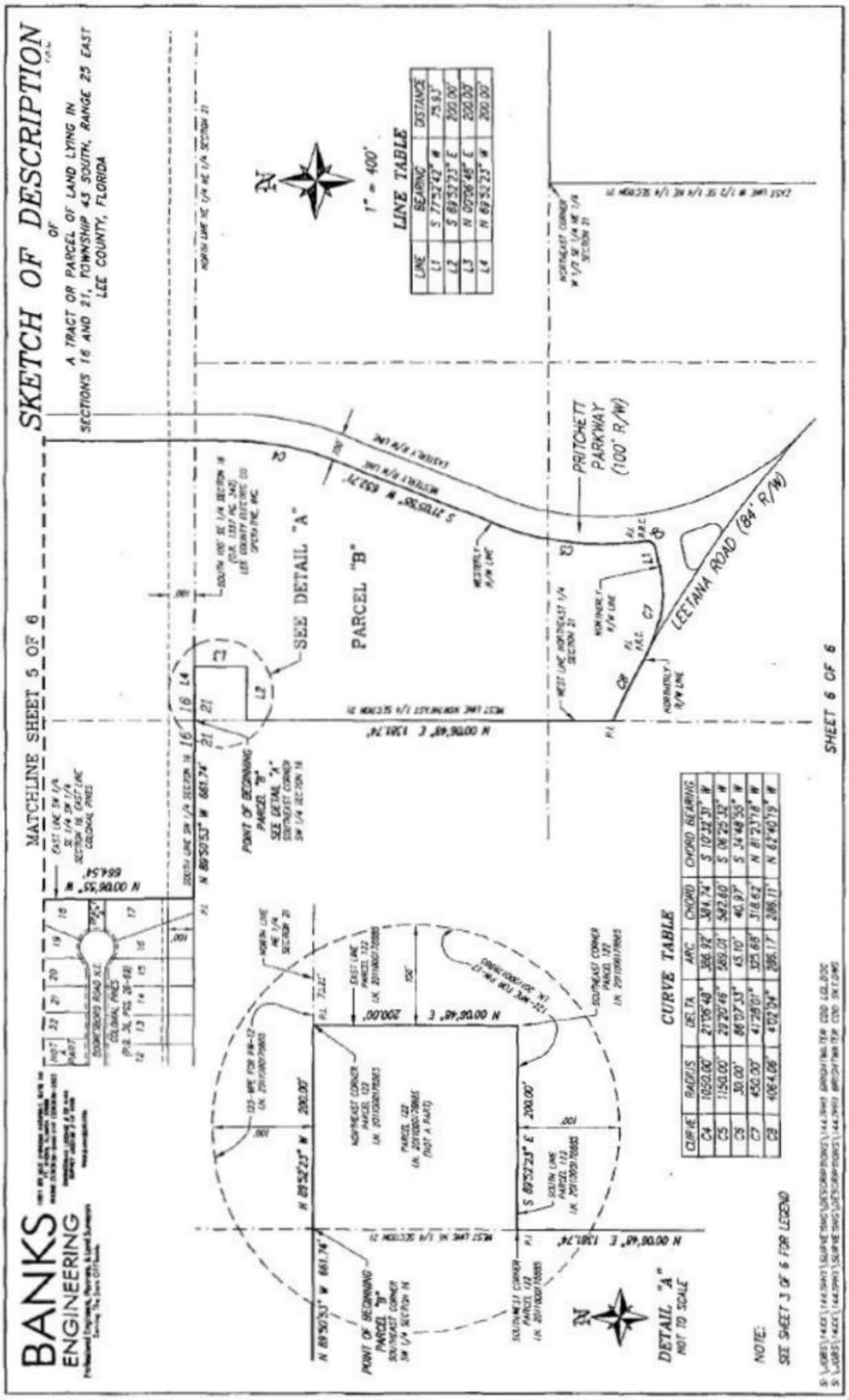


EXHIBIT 10

AGENDA

Brightwater CDD - duplicate

Oct 14, 2026 / Luis Martinez

Complete

Score	7 / 17 (41.18%)	Flagged items	0	Actions	0

Site conducted	Brightwater CDD (Shores Side)
Conducted on	14 Oct 2026 15:36 EDT
Prepared by	Luis Martinez
Location	18132 Lagoon Reach Ln, North Fort Myers, FL 33917, USA (26.72996, -81.8150422)

Monuments

1 / 1 (100%)

South (Main) Entrance

Good


Photo 1


Photo 2

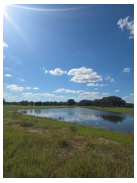

Photo 3

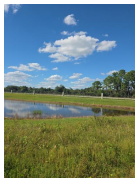
Lakes

3 / 7 (42.86%)

Lake #10 - West of Secondary Entrance

Good


Photo 4


Photo 5

Lake #12 - Across from Secondary Entrance

Good


Photo 6

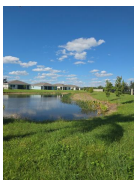

Photo 7

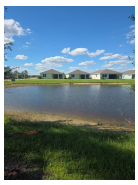
Lake #6 - Small lake north of mail center

Lake #5 - at Main Entrance

Fair

Overgrown grass and weeds were observed along the pond bank. The landscape vendor has been notified and asked to address the area.


Photo 8


Photo 9

Lake #4 - Villa Side - Far West Lake

Lake #3 - Villa Side - Large lake north of power lines

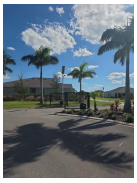
Lake #2 - Villa Side - Smaller lake south of power lines

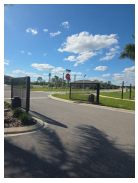
Gates

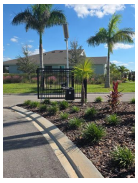
2 / 3 (66.67%)

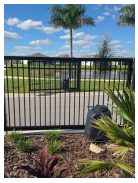
Main Entrance (South)

Good


Photo 10


Photo 11

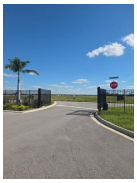

Photo 12

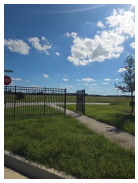

Photo 13

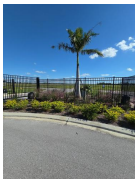
North Entrance

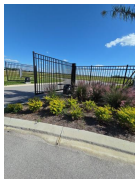
Good

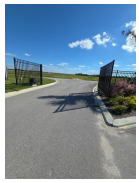
Weeds in flowerbed, notify landscape vendor.


Photo 14


Photo 15


Photo 16


Photo 17


Photo 18

Far South (Resident gate)

Amenities

0 / 5 (0%)

Mailcenter - SF Side

Pump Station (in front of clubhouse)

Clubhouse

Pool

Pickleball Courts

Landscape

1 / 1 (100%)

Landscape 1

1 / 1 (100%)

Landscape

Good


Photo 19


Photo 20

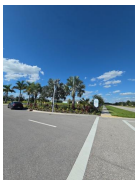

Photo 21


Photo 22

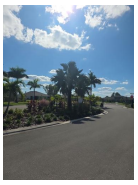
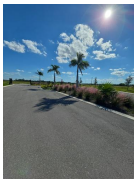

Photo 23


Photo 24


Photo 25

Landscape Location

Throughout The Community


Photo 26

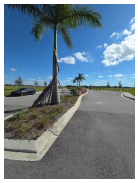

Photo 27


Photo 28


Photo 29


Photo 30

Sign Off



15 Oct 2026 22:17 EDT

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12

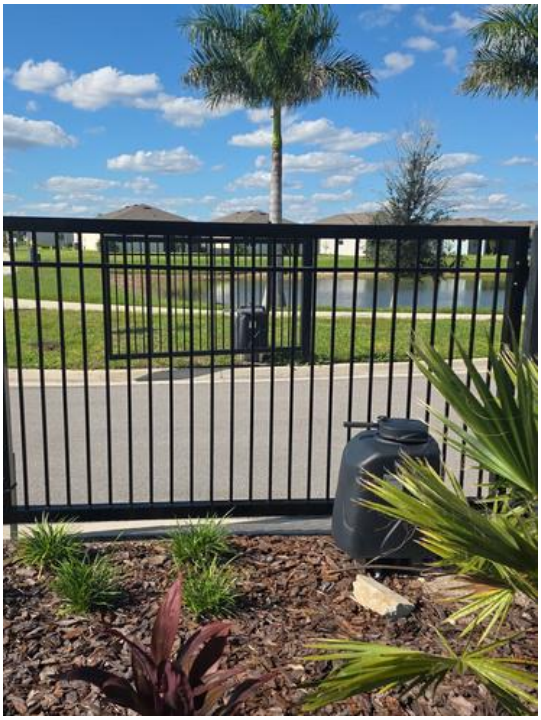


Photo 13



Photo 14



Photo 15



Photo 16

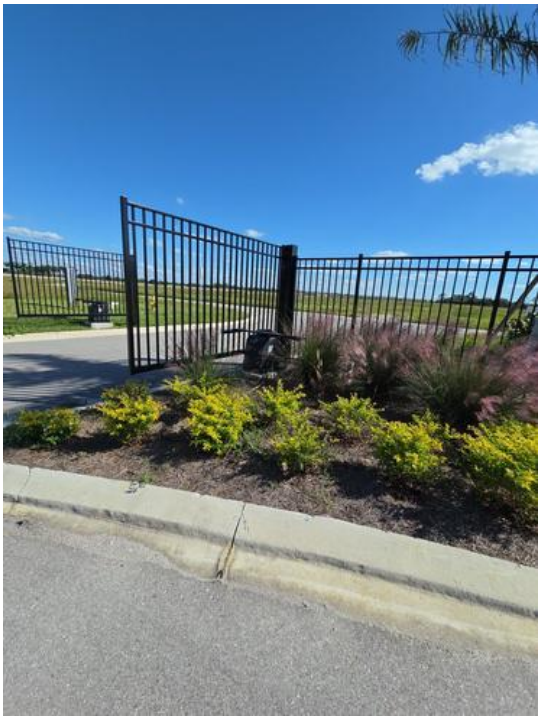


Photo 17

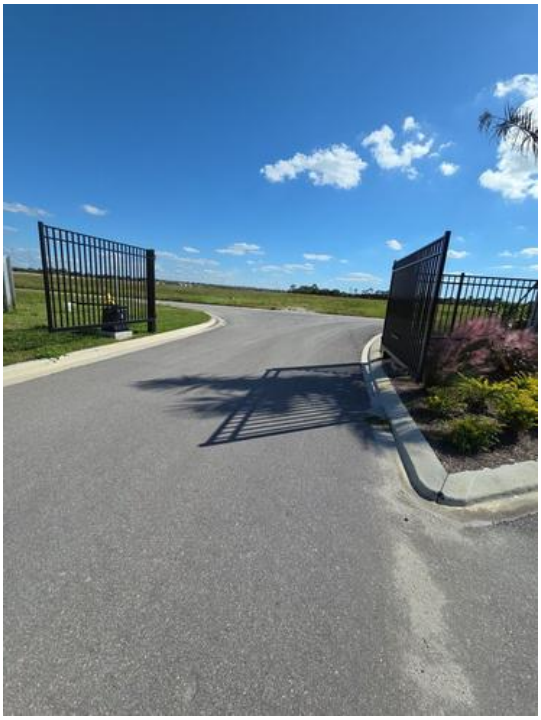


Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29



Photo 30

EXHIBIT 11

AGENDA

Work Order	01042319	Account	Brightwater CDD
Actual Start	10/2/2026 8:00 AM	Contact	Audette Bruce
		Address	1 Cascade Price Circle Ft Myers, FL 33917 United States

Appointment Information

Specialist Comments to Customer	On October 2nd, lakes 1 through 11 were treated for unwanted invasive weeds and grasses, such as alligatorweed and torpedograss.	Name	JONATHAN VELASCO
		Specialist State License Number	

Assets Serviced

Work Order Line Item

Asset Name	Status	Product Work Type Name
Lake #9	Inspected	
Lake #8	Inspected	
Lake #7	Inspected	
Lake #3	Inspected	
Lake #11	Inspected	
Lake #6	Inspected	
Lake #10	Inspected	
Lake #2	Inspected	
Lake #1	Treated	
Lake #4	Inspected	
Lake #5	Inspected	

Service Parameters Applied

Work Order Line Item

Asset Name	Product Work Type Name	Specialist Comments
Lake #9	ALGAE CONTROL	
Lake #9	LAKE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Lake #9	SHORELINE WEED CONTROL	
Lake #11	ALGAE CONTROL	
Lake #11	LAKE WEED CONTROL	
Lake #11	SHORELINE WEED CONTROL	
Lake #3	ALGAE CONTROL	
Lake #3	LAKE WEED CONTROL	
Lake #3	SHORELINE WEED CONTROL	
Lake #7	ALGAE CONTROL	
Lake #7	LAKE WEED CONTROL	
Lake #7	SHORELINE WEED CONTROL	
Lake #8	ALGAE CONTROL	
Lake #8	LAKE WEED CONTROL	
Lake #8	SHORELINE WEED CONTROL	
Lake #1	ALGAE CONTROL	
Lake #1	LAKE WEED CONTROL	
Lake #1	SHORELINE WEED CONTROL	
Lake #2	ALGAE CONTROL	
Lake #2	LAKE WEED CONTROL	
Lake #2	SHORELINE WEED CONTROL	
Lake #10	ALGAE CONTROL	
Lake #10	LAKE WEED CONTROL	
Lake #10	SHORELINE WEED CONTROL	
Lake #6	ALGAE CONTROL	
Lake #6	LAKE WEED CONTROL	
Lake #6	SHORELINE WEED CONTROL	
Lake #5	ALGAE CONTROL	
Lake #5	LAKE WEED CONTROL	
Lake #5	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Lake #4	ALGAE CONTROL	
Lake #4	LAKE WEED CONTROL	
Lake #4	SHORELINE WEED CONTROL	

Service Photos

Work Order	01040730	Account	Brightwater CDD
Actual Start	10/9/2026 8:00 AM	Contact	Audette Bruce
		Address	1 Cascade Price Circle Ft Myers, FL 33917 United States

Appointment Information

Specialist Comments to Customer	Treated sites for exotic invasive and nuisance species	Name	BRYAN ENCARNACION
		Specialist State License Number	

Assets Serviced

Work Order Line Item

Asset Name	Status	Product Work Type Name
Brightwater CDD - Preserve All	Treated	

Service Parameters Applied

Work Order Line Item

Asset Name	Product Work Type Name	Specialist Comments
Brightwater CDD - Preserve All	INVASIVES CONTROL	

Service Photos

EXHIBIT 12

AGENDA

Company Overview

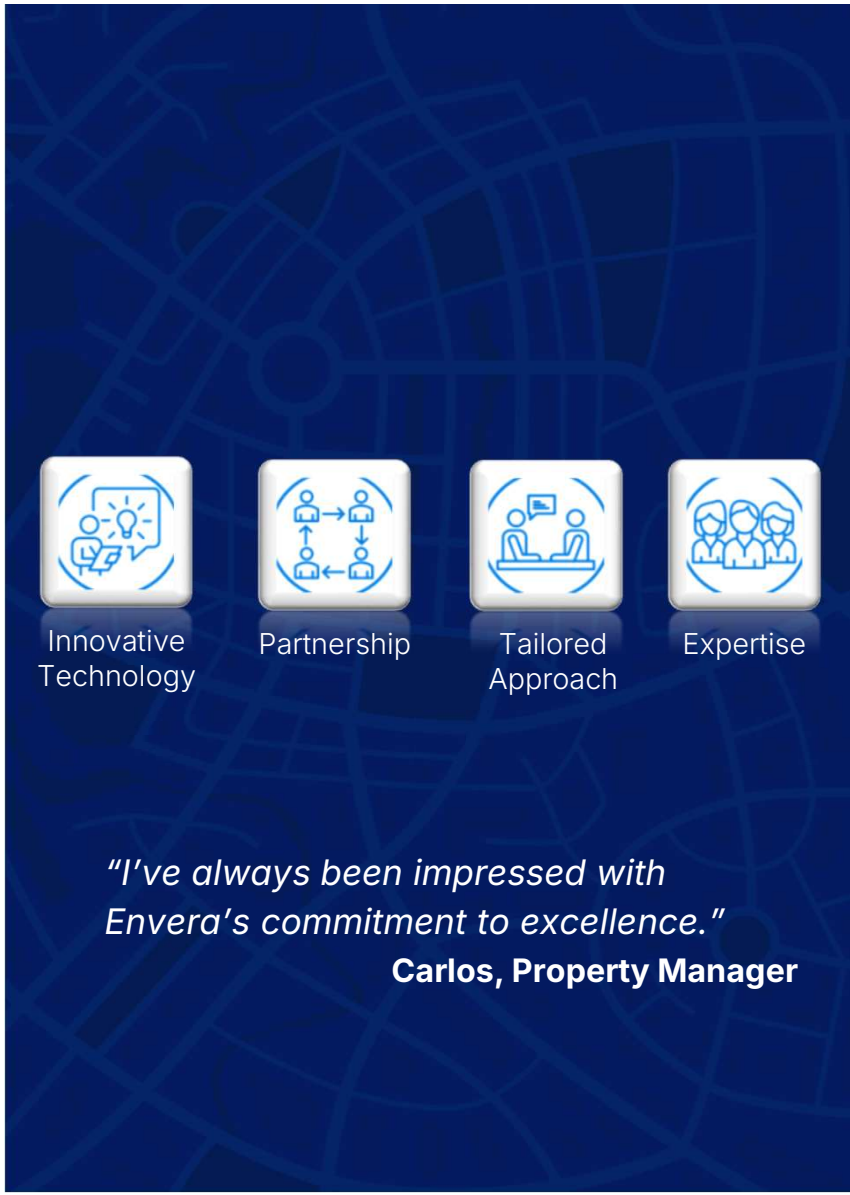


About Envera

Secure your association and strengthen community value with cost-efficient, technology-based solutions designed for the unique needs of neighborhoods, residential developers, and property managers. Residents can *access their lives* with Envera as a community's full-service provider and systems that provide security and access control without being obtrusive to life.

Central Monitoring Operations in Sarasota, Florida

- Corporate Office in Sarasota, Florida
- Founders of Virtual Gate Guard in 2007
- Over 250 employees
- Servicing over 900 communities in Florida & Texas
- Processing over 2 Million guests per month



ENVERA

Relationships & Clients

Who We Serve

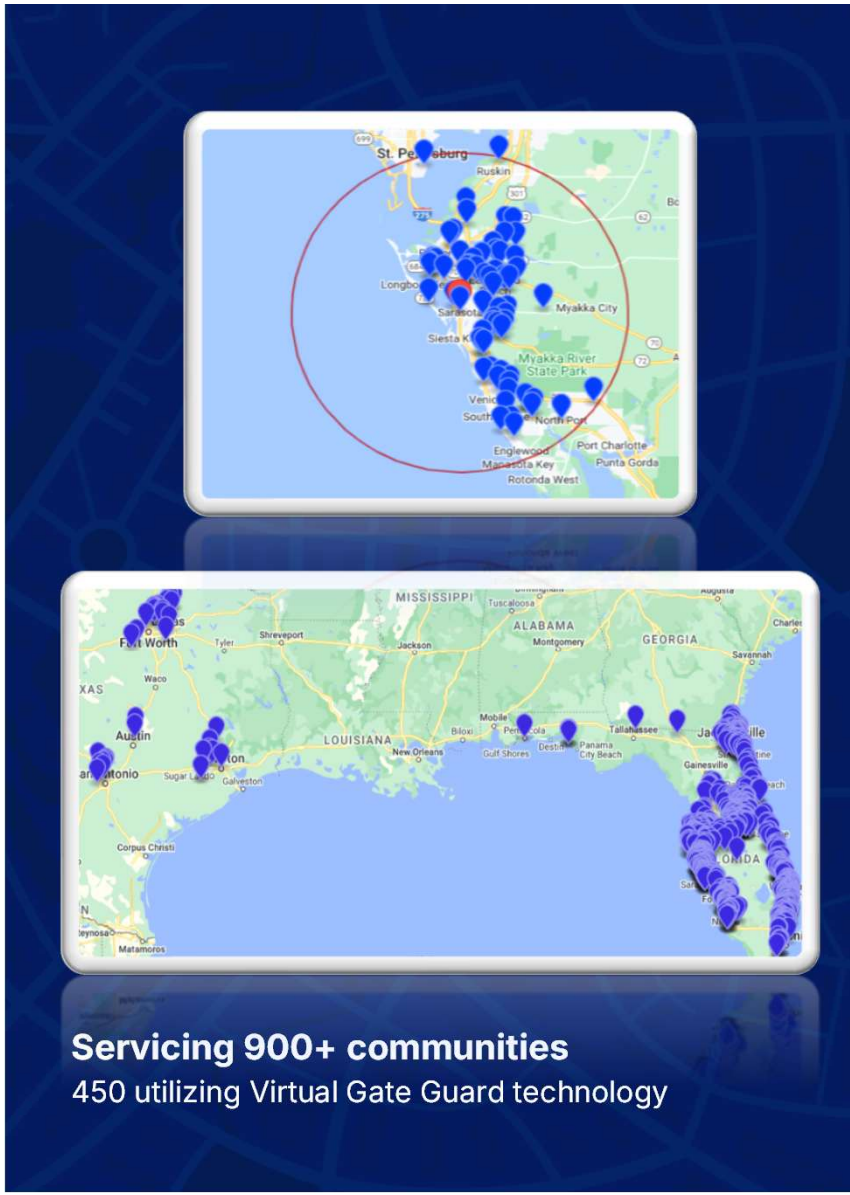
- HOA's
- CDD's
- Developers
- Condos
- Managers

Partner with 25+ developers

- Pulte Homes, Kolter Homes, Lennar Homes, Taylor Morrison, Neal Communities, Mattamy Homes, Meritage Homes, Toll Brothers

Partner with 30+ property management firms

- RealManage, Castle Group, Associa, FirstService Residential, Access Management, Leland Management



ENVERA

The Envera Advantage

Comprehensive Security

Envera offers a wide range of access management and security technology, tailored to meet the unique needs of your organization

Reliable and Secure

Each system and software is employed with industry-leading security protocols and redundancies, ensuring continuous protection of your facilities and assets

Personalized Approach

Envera's team of security experts will work closely with you to understand your specific requirements and design a customized system that addresses your unique challenges

Ongoing Support and Training

With teams dedicated to each step of the journey, we'll ensure you and your organization are comfortable and informed about the technology and have access to ongoing support after system activation



ENVERA

Community Solutions Overview

ENVERA

Envera Systems Community Solutions

Virtual Gate Guard



Implement effective and efficient access management technology at a gated entrance to verify visitors and vendors

Video Surveillance



Leverage cutting-edge video surveillance systems to enhance situational awareness and actively monitor facilities when closed

Access Control



The first layer of protecting any premises, restricting unauthorized entry, and easily monitoring all with access

Envera Arrive



The all-in-one effective and efficient access management technology at a gated entrancea to verify visitors and vendors

ENVERA

Virtual Gate Guard & Arrive

- Efficient visitor verification for gated properties
- Includes access to the MyEnvera website and app for simple visitor management
- Expedites entry for authorized visitors
- Technology enhancements include optional ID, license plate, and QR code automation
- Record of each permitted and denied person
- Strategically placed cameras capture and archive drivers, vehicles and activity
- Increased security, efficiency, and convenience for property managers and residents



ENVERA

Video Surveillance

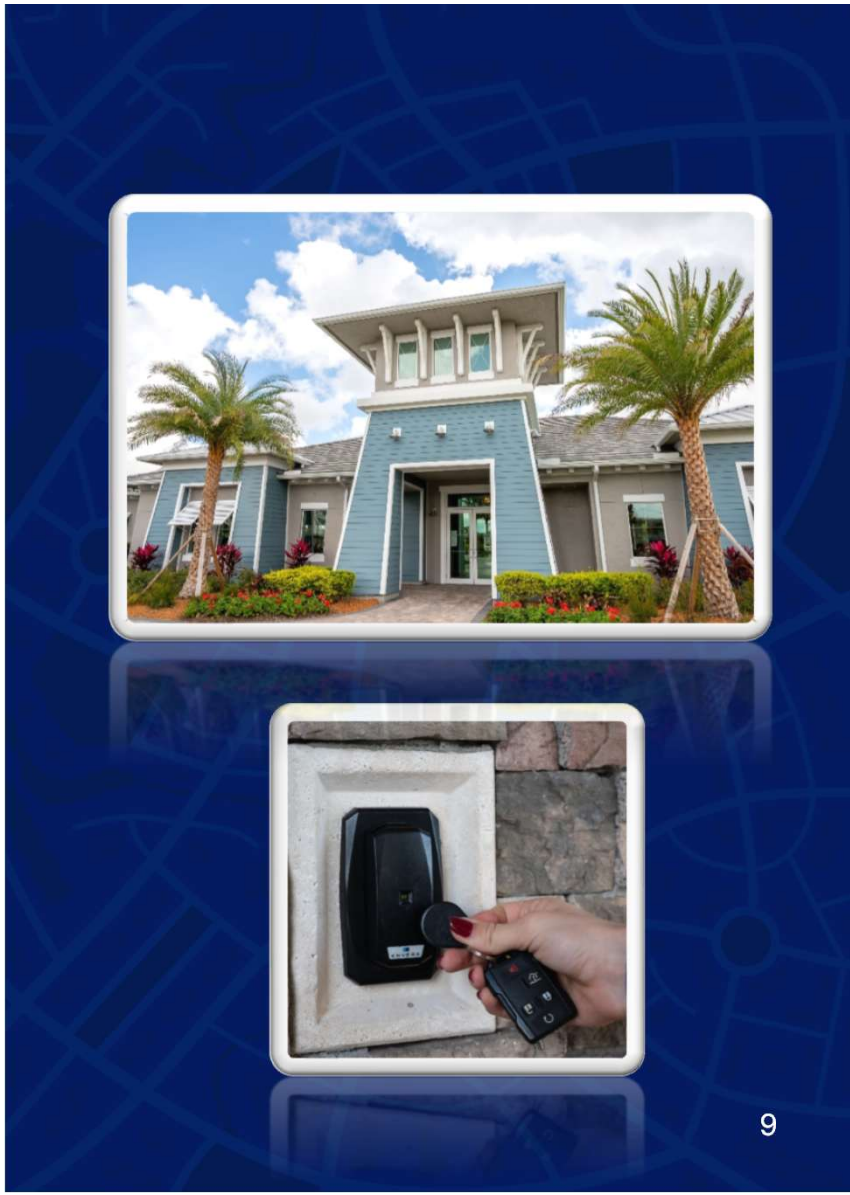
- Envera’s Video Surveillance solutions go beyond traditional camera systems. With both active and passive options, our systems are designed to detect threats, deter intruders, and provide searchable, reviewable footage—all while being monitored by trained security professionals.
- Unlike standalone camera systems, Envera’s video surveillance integrates with a centralized monitoring center and secure archive system—so your community doesn’t just record events, it responds to them. Get the peace of mind of knowing every angle is covered.
- With our optional Active Video Surveillance, trained security personnel monitor live feeds during set hours. They can intervene in real-time using two-way audio to deter unwanted behavior and alert authorities when needed.
- All video is time-stamped, archived, and accessible for review. Whether monitored live or passively recorded, your footage is protected and always ready when needed.
- Envera signage and active surveillance act as powerful deterrents. Knowing cameras are being watched in real time helps discourage trespassing, vandalism, and theft before they happen.
- Video pulls are included as part of the Envera solution. Let our Video Pull team assist your community in viewing video for specific incidents



ENVERA

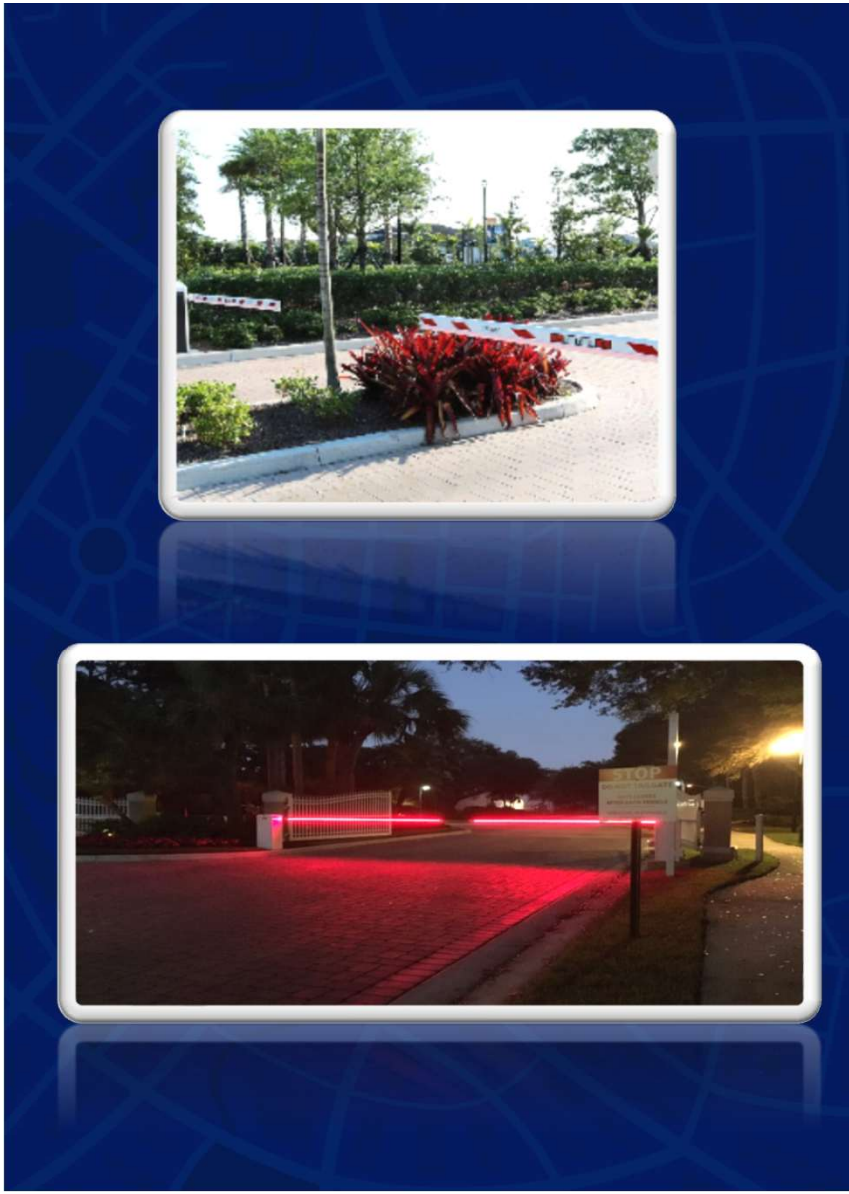
Access Control

- Envera’s Access Control solutions offer communities and property managers smarter, centralized entry point management—no matter how many doors, gates, or amenities you oversee. It's flexible, scalable, and always secure
- From residential clubhouses to pedestrian gates and pool areas, Envera's Access Control solutions help secure all points of entry. Our system gives authorized users simple access while giving communities real oversight, activity logs, and the ability to make changes instantly
- Manage doors, gates, and amenities from one secure platform. Easily add or revoke access credentials in real time, whether for a single user or the entire community.
- Residents and staff can enter using fobs, access cards, PIN codes, or mobile credentials. The system is flexible to a
- Our web-based management system allows you to view activity logs, edit user permissions, and receive notifications from any device
- Know who entered where—and when. Each access attempt is logged and reportable, helping communities enforce rules and improve safety with full transparency.
- Database Management is included as part of the Envera solution. Let us assist in managing and keeping your database and credentials up to date



High-Speed Barrier Gates

- Magnetic auto control
- Network device
- Built-in gate strike detection
- Faster arm – reduces tailgating
- 12′ arm 1.3s open/close
- High energy efficiency
- Saves money on service & maintenance and life cycle
- 10 million cycle
- No shaking and bouncing
- Less maintenance
- Faster & more efficient with 100% more torque with 25% of the power



ENVERA

System Implementation Information

Meet The Southwest Team

What makes Envera Systems stand out is our laser focus on security and access control solutions for communities and the unique needs of HOA's required for both a successful implementation and long-term partnership. There is not another partner out there that can match the expertise and experience of Envera, specifically our Southwest Team. Below is a listing of the team members that would be involved in the successful installation, implementation, and ongoing support at Del Webb Bayview. Please take note of the number of years the team has with Envera Systems.

- Jeff Hiatt – Sr Security Consultant – 9 years with Envera
- Terry Jackson – Southwest Regional Project Manager – 5 years with Envera
- Luke Blackwood – Southwest Regional Installation Manager – 7 years with Envera
- Kerry Geib – Director of Customer Implementation – 3 years with Envera
- Katherine Setzer – Sr Implementation Specialist – 5 years with Envera
- Lynne Pietrzyk – Implementation Specialist – 3 years with Envera
- Ackeyno Myrie – Master Installation Technician – 6 years with Envera
- David Tirado – Master Installation Technician – 6 years with Envera
- Winston Powell – Installation Technician – 2 years with Envera
- Kevin Mangal – Installation Technician – 2 years with Envera
- Kim Bittar – Sr. Account Manager – 8 years with Envera
- Wendy Wilson – Director Key Accounts/Customer Success – 13 years with Envera
- Nathan Varn – Sr VP – 14 years with Envera
- Crystal Clark – VP of Revenue Operations – 18 years with Envera

Implementation Process & Timeline of Events

Milestone	Estimated Timeframe to Complete
Obtain permits	*45 days, contingent on client signatures and local Municipality Building Department
Install electric	*Two days, to be completed by others
Internet connected	*60 days, contingent on Internet Service Provider
Break ground	90 days, based on current schedule, with executed agreement and 50% deposit received
Installation complete (gate and amenity systems)	30 days after breaking ground
System testing	Three days upon completion of installation and internet connected
Receive inspection approvals	*Five days upon completion of installation
Implementation orientation for community	One to two days – 75 days executed agreement and 50% deposit received
Go Live	Two days – 120 days, based on current schedule, with executed agreement and 50% deposit received

*Each timeframe is an estimate, and the overall timeline can be greatly impacted by third party services and service providers outside of the control of Envera, as well as Envera's current installation schedule. The items with an asterisk are outside of Envera's control.

The Team

Project Manager: Oversees schedule of current installations and coordinates with Implementation Specialists on all projects.

Implementation Specialist: Designated point of contact for each community during the Implementation phase. Assists community with resident onboarding and training, access credential distribution, software education for community staff, and more.

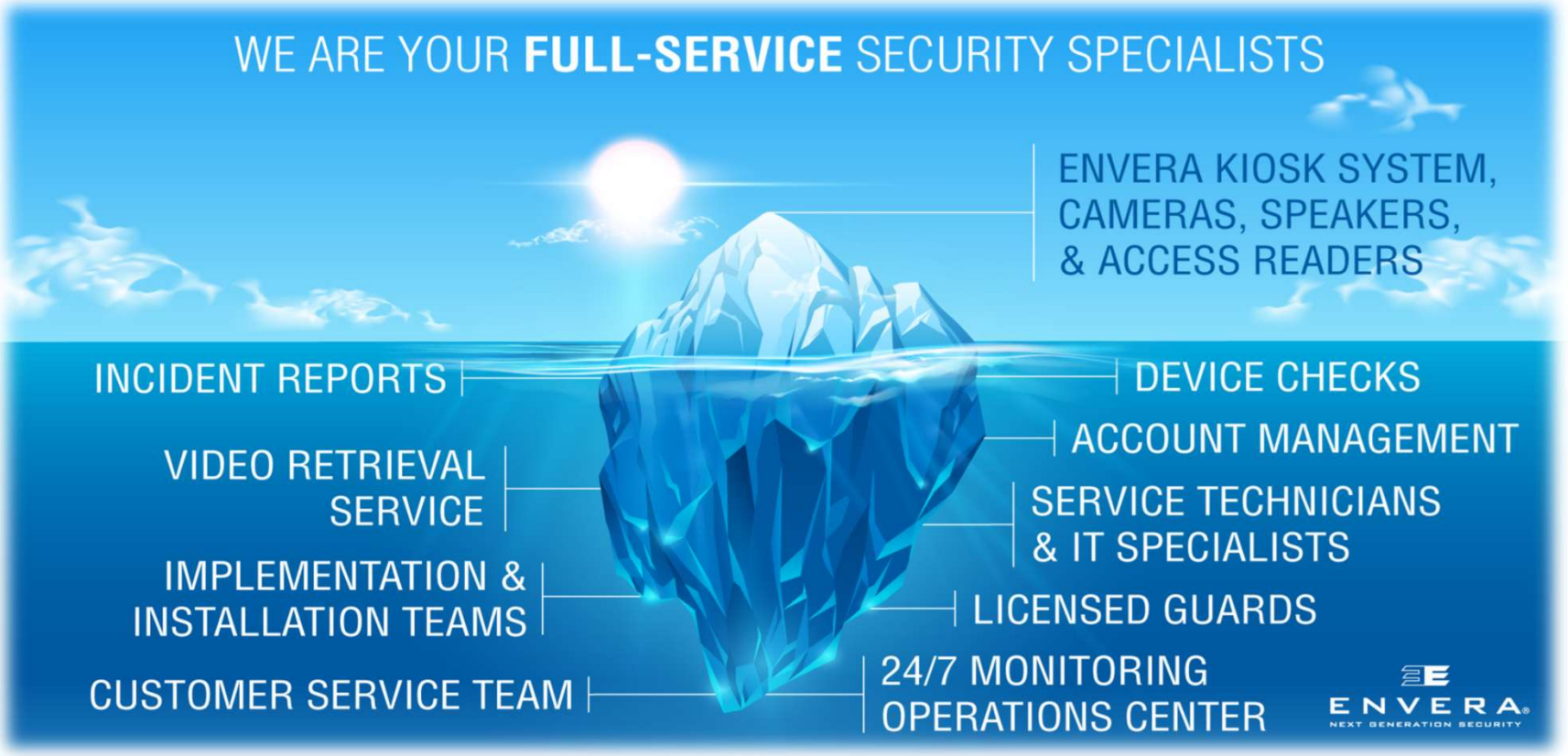
Operations Support Administrator: Assists with permitting, sub-contractor coordination, and resource scheduling.

Internet Service Administrator: Determines the serviceability of the location where the system will be installed to provide options to the community. Assists in providing construction requirements and an estimated timeline for completion.

Envera Departmental Contacts

DEPARTMENT	TEAM HOURS	WHEN TO REACH OUT	CONTACT INFO
SERVICE	**Service Support** 8am – 8pm EST | Seven days a week	• System maintenance, equipment damage • Community+ Support (ABDI)	info.enverasystems.com/service 941-952-3719
	Security Investigations & Assessments 8am – 5pm EST | Monday – Friday	• Request video retrieval	
	Credentials 8am – 5pm EST | Monday – Friday	• Order access credentials stickers, fobs, etc.	
CENTRAL MONITORING OPERATIONS	**Resident Services** 7am – 7pm EST Seven days a week	• Submit registration forms • MyEnvera app assistance	myenvera@enverasystems.com 877-936-8372
	Account Services 8am – 6pm EST Monday – Friday *For property managers, developers, board members, and community contacts*	• Account questions, escalations • Amenity schedule changes • Update post orders or monitoring hours • Community training for designated contacts	accountservices@enverasystems.com 941-786-0695
SALES	**Your Local Consultant** 8am – 5pm EST Monday – Friday	• Renewal and client agreement questions • New installations • System add-ons	sales@enverasystems.com 855-936-8372
ACCOUNTING	**Accounts Receivable** 8am – 5pm EST Monday – Friday	• Billing inquiries	ar@enverasystems.com 941-786-0695
ONBOARDING & SYSTEM INTEGRATION	**Onboarding Specialist or Project Manager** 8am – 5pm EST Monday – Friday	• Questions prior to system turning on *processes, timeline, training, etc* • Installation questions	Contact your assigned Project Manager *or* onboarding@enverasystems.com

The Envera Difference



Links to Additional Information

Virtual Gate Guard



https://enverasystems.com/solutions/virtual-gate-guard/

Video Surveillance



https://enverasystems.com/solutions/video-surveillance/

Access Control



https://enverasystems.com/access-control/

MyEnvera App



https://enverasystems.com/solutions/virtual-gate-guard/myenvera/

Home Page

https://enverasystems.com/

Videos

https://enverasystems.com/resources/videos/

Executive Team

https://enverasystems.com/resources/about/

Knowledge Base

https://enverasystems.com/help/

ENVERA

ENVERA

ENVERA SYSTEMS — COMMUNITY IMPLEMENTATION OVERVIEW

Understanding Our 90–120 Day Go-Live Process

> **A Long-Term Security Partnership:**
>
> *A quick installation turnaround is an equipment drop; a 90–120 day timeline is a long-term security partnership. That is the difference in Envera vs the others.*

Our Commitment to Your Community

It is completely natural to ask why a successful gate security and access control implementation takes 90–120 days. While physical equipment can often be mounted quickly, installed hardware alone does not secure a community—a tailored, fully supported operational system does.

When a provider promises a quick installation, they are typically performing an equipment drop: mounting hardware, hanging gate arms, dropping off fobs, wiring third-party software (like dwellingLIVE), and handing off responsibility. When a reader fails, software glitches, or leadership changes next year, the community is left navigating separate hardware and software vendors alone.

At Envera, we design, install, host, and service your community's gate access using our own proprietary Guard Module software platform, in-house technical teams, and dedicated account management. Our 90–120 day implementation timeline ensures we build a system tailored to your exact community rules—without risking data errors or operational friction.

Step-by-Step Implementation Breakdown

Phase 1: Permitting & Municipal Approvals (Est. 45 Days)

Our Operations Support team handles all municipal building department submittals for barrier arms, pedestal infrastructure, and high-speed gates. Securing official building permits protects the community from compliance issues, fines, or unapproved work.

Phase 2: Site Preparation & ISP Infrastructure (Days 1–60)

Electric power service is coordinated and dedicated high-speed internet/data connectivity is established at the gate. Internet Service Providers (ISPs) typically require up to 60 days to complete site feasibility, trench cables, and establish active network drops.

Phase 3: Groundbreaking & Hardware Installation (Days 60–90)

Envera's master installation technicians break ground, set pedestals, mount high-speed barrier gates, and calibrate access control hardware. All physical installation is completed within 30 days of breaking ground, including thorough testing of gate strike sensors and camera feeds.

Phase 4: Community Onboarding & Database Setup (Days 75–110)

Our dedicated Implementation Specialist works directly with your Board and Property Manager to build your resident directory, issue credentials (fobs, stickers, mobile passcodes), and configure the MyEnvera portal and app. Conducting thorough onboarding prevents backed-up guest lanes and resident confusion on Day 1.

Phase 5: System Testing, Inspection & Official Go-Live (Days 115–120)

We perform a full 3-day end-to-end system test, pass final municipal building inspections, execute cutover, and launch live operations. This guarantees credential swipes log accurately and database updates sync seamlessly in real time.

Standard Implementation Schedule

Milestone Phase	Estimated Timeframe	Key Deliverables & Dependencies
Obtain Permits	Est. 45 Days*	Submittals to local Municipality Building Department (*Contingent on municipal processing).
Install Electric	Est. 2 Days*	Power infrastructure preparation (*Completed by electrical subcontractors/others).
ISP Internet Connection	Est. 60 Days*	Dedicated network line installation (*Contingent on ISP ISP provider scheduling).
Break Ground	Day 90	Physical site excavation, pedestal setting, and cabling upon contract & deposit.
Hardware Installation	30 Days post-breakground	Mounting high-speed barrier gates, LPR cameras, and access control hardware.
System Testing	3 Days	End-to-end electrical, camera calibration, and network validation post-installation.
Inspection Approvals	Est. 5 Days*	Final municipal building department sign-offs.
Community Orientation	1–2 Days (Day 75)	Resident database onboarding, credential distribution, MyEnvera app setup, and staff training.
Official Go-Live	Days 115–120	Final cutover into active live operations and backend

Milestone Phase	Estimated Timeframe	Key Deliverables & Dependencies
		database management.

Envera Full Partnership vs. Quick Installation Vendor

Community Need	Envera Systems (Full Partner)	Typical Quick Installation Vendor
Gate Software Platform	In-house proprietary Guard Module & MyEnvera resident portal.	Third-party software (e.g., dwellingLIVE).
Hardware & Software Model	Envera owns both physical hardware and database software end-to-end.	Quick installer mounts hardware; relies on third-party software vendor.
Incident Investigation & Video Pulls	Dedicated Envera team pulls timestamped video & prepares incident files.	Board/CAM must search raw footage manually.
Equipment Maintenance & IT	In-house technicians & IT specialists fix hardware and software directly.	Service callback chain; wait on third-party hardware or software vendor.
Board / CAM Turnover	Institutional knowledge stays with Envera as your long-term partner.	System knowledge leaves; new board forced to relearn system.
Long-Term Accountability	Envera operates, manages, and supports the community for Years 3, 5, and 10+.	Installer hands off hardware and disappears after setup.

ENVERA SYSTEMS

SMARTER SECURITY.
STRONGER COMMUNITIES.



ARRIVE™

THE NEXT GENERATION VISITOR ACCESS SOLUTION

Arrive™ is the all-in-one access solution designed specifically for homeowners associations. It simplifies how residents, guests, and service providers enter your community — while giving you more control, greater security. and a better living experience.

A Smarter Way to Welcome Your Community

MULTI-ACCESS TECHNOLOGY
Supports QR codes, mobile credentials, key fobs, and PIN codes — giving residents, guests and vendors flexible, secure entry options.

HD CAMERA
Provides clear, high-quality video for added security and verification.

BUILT-IN SECURITY
Tamper-resistant design, encrypted communication and secure credential management keep your community protected.

CLOUD CONNECTED
Real-time control, remote management and seamless integration with Envera's platforms.

RESIDENT CONVENIENCE
Easy, contactless entry with mobile credentials and QR codes.

PROPERTY MANAGEMENT FRIENDLY
Simplifies access control, reduces service calls and streamlines daily operations.

SCALABLE SOLUTION
Perfect for single-family homes, townhomes, condos and large master-planned communities.

SLEEK, MODERN DESIGN
Looks great at your entrance and fits seamlessly into any community style or architecture.

MORE THAN A DOOR.

IT'S PEACE OF MIND.

Arrive™ by Envera Systems gives your HOA the power to manage access, enhance security, and create a safer, more connected community for everyone.



ENVERA SYSTEMS

ACCESS CONTROL | RESIDENT EXPERIENCE | PROPERTY MANAGEMENT | CLOUD PLATFORM | COMMUNITY PARTNERSHIP

ENVERA SYSTEMS / ARRIVE / SECURE COMMUNITIES. TOGETHER.

ENVERA

Quotation

Quote #: Q-20559-3
Date: 10/5/2026
Expires On: 10/31/2026

Envera Systems
4724 Lena Rd
Bradenton, FL 34211
Phone: (855) 936-8372 | Email: info@enverasystems.com

Prepared for
The Shores at Brightwater
Lagoon Reach Lane
North Fort Myers, Florida 33917

SECURITY CONSULTANT	PHONE	EMAIL
Jeff Hiatt	(941) 232-6624	jhiatt@enverasystems.com

Customer to provide 2" conduit paths to Envera specifications exclusively for Envera usage to all device locations.

EQUIPMENT & ONE-TIME SERVICES

DRAFT

Entrance 1 - Arrive Entry System

QTY	PRODUCT	INSTALL INVESTMENT
1	Envera Arrive 10" Entry Device	
1	Gooseneck Pedestal Stand 42" Black Steel	
200	Wire	
	Entrance 1 - Arrive Entry System TOTAL:	$4,957.04

Entrance 1 - Active and Passive Surveillance System

QTY	PRODUCT	INSTALL INVESTMENT
3	Outdoor Bullet Camera - 4MP	
1	License Plate Camera - 5MP	
1	iBoot Kit	
1	Battery Backup 7 Outlet 600VA	
1	Fortigate Firewall	
1	Outdoor Enclosure Kit - Large SS	
1	16' Aluminum Post 4x4" Kit	
800	Wire	
1	NVR - 8TB	
-1	24 Port Managed Switch	
1	8 Port Managed Switch	
	Entrance 1 - Active and Passive Surveillance System TOTAL:	$17,556.02

Entrance 1 - Access Control for Vehicles

QTY	PRODUCT	INSTALL INVESTMENT
1	Sicunet Access Control Panel - 2 Door with Lock Power	

QTY	PRODUCT	INSTALL INVESTMENT
1	Sicunet - Restful API	
1	AWID Long Range Reader 20'-25'	
1	16' Aluminum Post 4x4" Kit	
150	Wire	
1	8 Port Managed Switch	
	Entrance 1 - Access Control for Vehicles TOTAL:	$8,111.53

RFID Reader Windshield Credentials

QTY	PRODUCT	INSTALL INVESTMENT
2	AWID Windshield (Box of 50)	
	RFID Reader Windshield Credentials TOTAL:	$600.00

Entrance 2 - Arrive Entry System

QTY	PRODUCT	INSTALL INVESTMENT
1	Envera Arrive 10" Entry Device	
1	Gooseneck Pedestal Stand 42" Black Steel	
200	Wire	
	Entrance 2 - Arrive Entry System TOTAL:	$4,957.04

Entrance 2 - Active and Passive Surveillance System

QTY	PRODUCT	INSTALL INVESTMENT
3	Outdoor Bullet Camera - 4MP	
1	License Plate Camera - 5MP	
1	iBoot Kit	
1	Battery Backup 7 Outlet 600VA	
1	Fortigate Firewall	
1	Outdoor Enclosure Kit - Large SS	
1	16' Aluminum Post 4x4" Kit	
800	Wire	
1	NVR - 8TB	
-1	24 Port Managed Switch	
1	8 Port Managed Switch	
	Entrance 2 - Active and Passive Surveillance System TOTAL:	$17,556.02

Entrance 2 - Access Control for Vehicles

QTY	PRODUCT	INSTALL INVESTMENT
1	Sicunet Access Control Panel - 2 Door with Lock Power	
1	Sicunet - Restful API	

DRAFT

QTY	PRODUCT	INSTALL INVESTMENT
1	AWID Long Range Reader 20'-25'	
1	16' Aluminum Post 4x4" Kit	
150	Wire	
1	8 Port Managed Switch	
	Entrance 2 - Access Control for Vehicles TOTAL:	$8,111.53

Entrance 2 Exit Only Lane- Add Camera

QTY	PRODUCT	INSTALL INVESTMENT
1	Digital Watchdog Ai CloudCam ALPR/MMCR	
1	16' Aluminum Post 4x4" Kit	
1	Fortigate Firewall	
25	Wire	
	Entrance 2 Exit Only Lane- Add Camera TOTAL:	$3,888.10

30% Discount

Discount valid with these requirements:

- Deposit equal to 3 Months of Monthly Service Rates
- Automatic ACH setup for payment of Monthly Services

QTY	PRODUCT	INSTALL INVESTMENT
1	Developer Discount	
1	Installation Discount	
	30% Discount TOTAL:	$-18,242.09

One-Time Total: $47,495.19

Local sales tax may be added to One-Time Total.

DRAFT

MONTHLY SERVICES

Community - Database Management

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	$200.00	$200.00
	Community - Database Management TOTAL:		$200.00

Entrance 1 - Arrive Entry System

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
0	Per Home (Address) Access - Envera Arrive Entry System	$5.00	$0.00
1	Service & Maintenance Plan	$27.07	$27.07
	Entrance 1 - Arrive Entry System TOTAL:		$27.07

Entrance 1 - Active and Passive Surveillance System

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
3	Passive Standard Camera	$25.00	$75.00
1	Service & Maintenance Plan	$155.97	$155.97
1	Passive License Plate Camera	$50.00	$50.00
1	Network Device Licensing	$50.00	$50.00
	Entrance 1 - Active and Passive Surveillance System TOTAL:		$330.97

Entrance 1 - Access Control for Vehicles

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	$51.04	$51.04
	Entrance 1 - Access Control for Vehicles TOTAL:		$51.04

Entrance 2 - Arrive Entry System

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	$27.07	$27.07
	Entrance 2 - Arrive Entry System TOTAL:		$27.07

Entrance 2 - Active and Passive Surveillance System

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
3	Passive Standard Camera	$25.00	$75.00
1	Service & Maintenance Plan	$155.97	$155.97
1	Passive License Plate Camera	$50.00	$50.00
1	Network Device Licensing	$50.00	$50.00
	Entrance 2 - Active and Passive Surveillance System TOTAL:		$330.97

Entrance 2 - Access Control for Vehicles

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	$51.04	$51.04
	Entrance 2 - Access Control for Vehicles TOTAL:		$51.04

Entrance 2 Exit Only Lane- Add Camera

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Network Device Licensing	$50.00	$50.00
	Entrance 2 Exit Only Lane- Add Camera TOTAL:		$50.00

DRAFT

Monthly Total: $1,068.16

Local sales tax will be added to Monthly Investment.

SERVICE & MAINTENANCE PLAN

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will only charge cost for system parts and materials.
- Ground loops are warrantied for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
  - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
  - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or internet service.

TERMS & CONDITIONS

- Monthly pricing is based on 0 current homes, with a maximum of 590 homes at full build out.
- Package pricing is applied to installation and monthly pricing. Pricing presented in this Quote is based on the purchase of all items as presented.
- Minimum 60-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Pricing requires community to sign up for Automatic ACH for payment to Envera
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.
- Community will be responsible for all required internet lines with minimum of 5Mbps upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.
- Deposit due at signing equal to 50% of installation costs and three (3) months of the monthly services costs prior to Envera scheduling work. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- If purchasing a Virtual Gate Guard, Community+, or Access Control System, Community will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:
  - *Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
  - Installation of the equipment will take approximately six weeks to complete and fully test
  - Envera’s Implementation Team will provide a resident orientation session
  - Once the system is activated and on-line, Envera will conduct a “soft opening” giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
  - After the soft opening period expires, all guests will be verified before being granted entry into the community
  - Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management
- If purchasing an Envera Arrive Entry System:
  - The per home charge is based on current homes within the community. Any additional addresses added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
- All hardware sold for Community or Community+ software solutions will be shipped for installation by the Client.

DRAFT

EXHIBIT 13

AGENDA

Arbitrage Rebate Counselors, LLC

Arbitrage Rebate Compliance for Issuers of Tax-Exempt Bonds

October 1, 2026

Brightwater Community Development District
c/o Audette Bruce, District Manager
Kai
2502 North Rocky Point Drive, Suite 1000
Tampa, FL 33607

Re: Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One) ("2021 Bonds")
Annual Arbitrage Report for the period August 6, 2025 to August 6, 2026

Dear Brightwater Community Development District:

Please find attached the Annual Arbitrage Report for the above-referenced 2021 Bonds.

As calculated in the Annual Arbitrage Report, **no arbitrage liability was incurred** on the 2021 Bonds during the annual period August 6, 2025 to August 6, 2026, and therefore there is **no need to file** with the U.S. Treasury Department (I.R.S.).

Please note that the next annual arbitrage report for the 2021 Bonds is due August 6, 2027.

Sincerely,

John C. Rogers

John C. Rogers
President

32 Whitemarsh Road, Ardmore, PA 19003 Tel. 610-764-7998 Email: jcrogers279@gmail.com

Arbitrage Rebate Counselors, LLC

Arbitrage Rebate Compliance for Issuers of Tax-Exempt Bonds

October 1, 2026

Brightwater Community Development District
c/o Audette Bruce, District Manager
Kai
2502 North Rocky Point Drive, Suite 1000
Tampa, FL 33607

Re: Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One)
Annual Arbitrage Report for the period August 6, 2025 to August 6, 2026

Dear Brightwater Community Development District:

This opinion is being delivered to you pursuant to our engagement to calculate the annual arbitrage liability, if any, under section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") for Brightwater Community Development District, $10,000,000 Capital Improvement Revenue Bonds, Series 2021 (Assessment Area One) ("Series 2021") for the period August 6, 2025 to August 6, 2026 ("Annual Computation Period"). Our opinion is accompanied by an Annual Arbitrage Report ("Annual Arbitrage Report").

The scope of our engagement was limited to the preparation of a computation of annual arbitrage liability, based upon the following information from the referenced sources:

Trust Fund statements for Series 2021 for the period August 6, 2025 to August 6, 2026
Source: US Bank, Orlando, Florida

Closing Documents for the Bonds, including Official Statement, Non-Arbitrage Certificate, and I.R.S. Form "8038-G"
Source: Breeze Home, Lake Mary, Florida

Annual Arbitrage Report for Series 2021 for the period August 6, 2024 to August 6, 2025, dated September 6, 2025 (the "Prior Arbitrage Report")
Source: Arbitrage Rebate Counselors, LLC, Ardmore, Pennsylvania

In accordance with the terms of our engagement, we did not audit the aforementioned information, and we express no opinion as to the completeness or the accuracy of such information for purposes of calculating the annual arbitrage liability amount, if any.

32 Whitemarsh Road, Ardmore, PA 19003 Tel. 610-764-7998 Email: jcrogers279@gmail.com

This Annual Arbitrage Report incorporates all the facts, assumptions, procedures, and conclusions of the Prior Arbitrage Report.

Notes and Assumptions

a) The issue date of the Series 2021 is August 6, 2021.

b) The end of the first Bond Year for the Series 2021 is August 6, 2022.

c) Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.

d) All payment and receipts are assumed to be paid or received, respectively, as shown in the attached schedules.

e) We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of commissions.

f) For purposes of determining what constitutes an "issue" under section 148(f) of the Code, we have assumed that Series 2021 constitutes a single issue under the Code.

g) No provision has been made in the Annual Arbitrage Report for any debt service fund.

h) The calculation of arbitrage liability for the Annual Computation Period is made as of August 6, 2026 (the "Annual Computation Date").

i) According to the Official Statement, Series 2021 was issued to: (i) finance a portion of the cost of acquiring, constructing, and equipping certain assessable improvements comprising the Assessment Area One Project, (ii) pay certain costs associated with the issuance of the 2021 Series, (iii) make a deposit into the Series 2021 Reserve Account and (iv) pay a portion of the interest to become due on Series 2021.

Source Information

Bonds

Closing Date	I.R.S. Form 8038-G
Sources and Uses of Funds Upon Issuance of Series 2021	Pg. A-1 of Annual Arbitrage Report
2021 Series Yield	Pages B-1, B-2(A), B-2 and B-3 of Annual Arbitrage Report

Investments

Principal and Interest Receipt Amounts and Dates	Trust Statements
Investment Dates and Purchase Prices	Trust Statements

Based upon the assumptions referred to in the preceding paragraphs and the related information referred to above, Brightwater Community Development District earned $1,841.04 more on its investments of 2021 Series proceeds during the Annual Computation Period than had such proceeds been invested at the 2021 Series Yield, and therefore **incurred an arbitrage liability on the 2021 Series** during such period, as calculated on Page C-1; however, such liability amount was offset by arbitrage credits accrued in prior periods.

Arbitrage Rebate Counselors, LLC

ARBITRAGE REBATE COUNSELORS, LLC

Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One)

Annual Arbitrage Report
For the Period August 6, 2025 to August 6, 2026

October 1, 2026

Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One)

Sources and Uses of Funds Upon Issuance of the 2021 Bonds (1)

Sources of Funds:	
Par Amount of 2021 Bonds	$10,000,000.00
Plus: Original Issue Premium	258,064.40
Total Sources	$10,258,064.40
Uses of Funds:	
Deposit To Acquistion & Construction Account	$7,081,036.83
Deposit To Restricted Acquistion & Construction Account	2,000,000.00
Deposit To Reserve Account	552,735.00
Deposit To Capitalized Interest Account	254,992.57
Deposit To Costs of Issuance Account	169,300.00
Financing Costs	200,000.00
Total Uses	$10,258,064.40

Note:
(1) Source: Closing Statement for the 2021 Bonds, dated July 27, 2021.

Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One)

2018 Bonds - Pricing Report

Dated Date: 8/6/2021
Issuance Date: 8/6/2021

Date	Principal Amount	Interest Rate	Yield	Price	Bond Years	Original Issue Premium (+)	Production
5/1/2023	$205,000.00	2.375%	2.375%	100.000%	355.90	$0.00	$205,000.00
5/1/2024	210,000.00	2.375%	2.375%	100.000%	574.58	0.00	210,000.00
5/1/2025	215,000.00	2.375%	2.375%	100.000%	803.26	0.00	215,000.00
5/1/2026	220,000.00	2.850%	2.850%	100.000%	1,041.94	0.00	220,000.00
5/1/2027	225,000.00	2.850%	2.850%	100.000%	1,290.63	0.00	225,000.00
5/1/2028	235,000.00	2.850%	2.850%	100.000%	1,582.99	0.00	235,000.00
5/1/2029	240,000.00	2.850%	2.850%	100.000%	1,856.67	0.00	240,000.00
5/1/2030	250,000.00	2.850%	2.850%	100.000%	2,184.03	0.00	250,000.00
5/1/2031	255,000.00	2.850%	2.850%	100.000%	2,482.71	0.00	255,000.00
5/1/2032	265,000.00	3.150%	3.150%	100.000%	2,845.07	0.00	265,000.00
5/1/2033	270,000.00	3.150%	3.150%	100.000%	3,168.75	0.00	270,000.00
5/1/2034	280,000.00	3.150%	3.150%	100.000%	3,566.11	0.00	280,000.00
5/1/2035	290,000.00	3.150%	3.150%	100.000%	3,983.47	0.00	290,000.00
5/1/2036	300,000.00	3.150%	3.150%	100.000%	4,420.83	0.00	300,000.00
5/1/2037	310,000.00	3.150%	3.150%	100.000%	4,878.19	0.00	310,000.00
5/1/2038	315,000.00	3.150%	3.150%	100.000%	5,271.88	0.00	315,000.00
5/1/2039	330,000.00	3.150%	3.150%	100.000%	5,852.92	0.00	330,000.00
5/1/2040	340,000.00	3.150%	3.150%	100.000%	6,370.28	0.00	340,000.00
5/1/2041	350,000.00	3.150%	3.150%	100.000%	6,907.64	0.00	350,000.00
5/1/2042	360,000.00	4.000%	3.360%	105.272%	7,465.00	18,979.20	378,979.20
5/1/2043	375,000.00	4.000%	3.360%	105.272%	8,151.04	19,770.00	394,770.00
5/1/2044	390,000.00	4.000%	3.360%	105.272%	8,867.08	20,560.80	410,560.80
5/1/2045	405,000.00	4.000%	3.360%	105.272%	9,613.13	21,351.60	426,351.60
5/1/2046	425,000.00	4.000%	3.360%	105.272%	10,512.85	22,406.00	447,406.00
5/1/2047	440,000.00	4.000%	3.360%	105.272%	11,323.89	23,196.80	463,196.80
5/1/2048	460,000.00	4.000%	3.360%	105.272%	12,298.61	24,251.20	484,251.20
5/1/2049	480,000.00	4.000%	3.360%	105.272%	13,313.33	25,305.60	505,305.60
5/1/2050	500,000.00	4.000%	3.360%	105.272%	14,368.06	26,360.00	526,360.00
5/1/2051	520,000.00	4.000%	3.360%	105.272%	15,462.78	27,414.40	547,414.40
5/1/2052	540,000.00	4.000%	3.360%	105.272%	16,597.50	28,468.80	568,468.80
Total	$10,000,000.00				187,411.11	$258,064.40	$10,258,064.40

Principal Amount	$9,540,000.00
Plus: Original Issue Premium	258,064.40
	$9,798,064.40
Gross Interest Cost	$6,941,520.07
Less: Original Issue Premium	(258,064.40)
	$6,683,455.67
NIC %	3.5662%
Bond Years	187,411.11
Average Coupon	3.7039%
Average Life (Years)	19.64

Note: (1) Official Statement for the 2021 Bonds, dated July 27, 2021.

Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One)

2021 Bonds - Debt Service To Maturity

Dated Date:	8/6/2021
First Interest Payment Date:	11/1/2021

Date	Principal Amount	Interest Rate	Interest	Semiannual Debt Service	Annual Debt Service
11/1/2021			$81,790.07	$81,790.07	$81,790.07
5/1/2022			173,202.50	173,202.50	
11/1/2022			173,202.50	173,202.50	346,405.00
5/1/2023	$205,000.00	2.375%	173,202.50	378,202.50	
11/1/2023			170,768.13	170,768.13	548,970.63
5/1/2024	210,000.00	2.375%	170,768.13	380,768.13	
11/1/2024			168,274.38	168,274.38	549,042.50
5/1/2025	215,000.00	2.375%	168,274.38	383,274.38	
11/1/2025			165,721.25	165,721.25	548,995.63
5/1/2026	220,000.00	2.375%	165,721.25	385,721.25	
11/1/2026			163,108.75	163,108.75	548,830.00
5/1/2027	225,000.00	2.850%	163,108.75	388,108.75	
11/1/2027			159,902.50	159,902.50	548,011.25
5/1/2028	235,000.00	2.850%	159,902.50	394,902.50	
11/1/2028			156,553.75	156,553.75	551,456.25
5/1/2029	240,000.00	2.850%	156,553.75	396,553.75	
11/1/2029			153,133.75	153,133.75	549,687.50
5/1/2030	250,000.00	2.850%	153,133.75	403,133.75	
11/1/2030			149,571.25	149,571.25	552,705.00
5/1/2031	255,000.00	2.850%	149,571.25	404,571.25	
11/1/2031			145,937.50	145,937.50	550,508.75
5/1/2032	265,000.00	3.150%	145,937.50	410,937.50	
11/1/2032			141,763.75	141,763.75	552,701.25
5/1/2033	270,000.00	3.150%	141,763.75	411,763.75	
11/1/2033			137,511.25	137,511.25	549,275.00
5/1/2034	280,000.00	3.150%	137,511.25	417,511.25	
11/1/2034			133,101.25	133,101.25	550,612.50
5/1/2035	290,000.00	3.150%	133,101.25	423,101.25	
11/1/2035			128,533.75	128,533.75	551,635.00
5/1/2036	300,000.00	3.150%	128,533.75	428,533.75	
11/1/2036			123,808.75	123,808.75	552,342.50
5/1/2037	310,000.00	3.150%	123,808.75	433,808.75	
11/1/2037			118,926.25	118,926.25	552,735.00
5/1/2038	315,000.00	3.150%	118,926.25	433,926.25	
11/1/2038			113,965.00	113,965.00	547,891.25
5/1/2039	330,000.00	3.150%	113,965.00	443,965.00	
11/1/2039			108,767.50	108,767.50	552,732.50
5/1/2040	340,000.00	3.150%	108,767.50	448,767.50	
11/1/2040			103,412.50	103,412.50	552,180.00
5/1/2041	350,000.00	3.150%	103,412.50	453,412.50	
11/1/2041			97,900.00	97,900.00	551,312.50
5/1/2042	360,000.00	4.000%	97,900.00	457,900.00	
11/1/2042			90,700.00	90,700.00	548,600.00
5/1/2043	375,000.00	4.000%	90,700.00	465,700.00	
11/1/2043			83,200.00	83,200.00	548,900.00
5/1/2044	390,000.00	4.000%	83,200.00	473,200.00	
11/1/2044			75,400.00	75,400.00	548,600.00
5/1/2045	405,000.00	4.000%	75,400.00	480,400.00	
11/1/2045			67,300.00	67,300.00	547,700.00
5/1/2046	425,000.00	4.000%	67,300.00	492,300.00	
11/1/2046			58,800.00	58,800.00	551,100.00
5/1/2047	440,000.00	4.000%	58,800.00	498,800.00	
11/1/2047			50,000.00	50,000.00	548,800.00
5/1/2048	460,000.00	4.000%	50,000.00	510,000.00	
11/1/2048			40,800.00	40,800.00	550,800.00
5/1/2049	480,000.00	4.000%	40,800.00	520,800.00	
11/1/2049			31,200.00	31,200.00	552,000.00
5/1/2050	500,000.00	4.000%	31,200.00	531,200.00	
11/1/2050			21,200.00	21,200.00	552,400.00
5/1/2051	520,000.00	4.000%	21,200.00	541,200.00	
11/1/2051			10,800.00	10,800.00	552,000.00
5/1/2052	540,000.00	4.000%	10,800.00	550,800.00	550,800.00
	$10,000,000.00		$6,941,520.07	$16,941,520.07	$16,941,520.07

Note: (1) Official Statement for the 2021 Bonds, dated July 27, 2021.

Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One)

2021 Bonds - Debt Service for Yield to Call

Dated Date:	8/6/2021
First Interest Payment Date:	11/1/2021

Date	Principal Amount	Interest Rate	Principal Amount	Interest Rate	Interest	Semiannual Debt Service	Annual Debt Service
11/1/2021					$81,790.07	$81,790.07	$81,790.07
5/1/2022					173,202.50	173,202.50	
11/1/2022					173,202.50	173,202.50	346,405.00
5/1/2023	$205,000.00	2.375%			173,202.50	378,202.50	
11/1/2023					170,768.13	170,768.13	548,970.63
5/1/2024	210,000.00	2.375%			170,768.13	380,768.13	
11/1/2024					168,274.38	168,274.38	549,042.50
5/1/2025	215,000.00	2.375%			168,274.38	383,274.38	
11/1/2025					165,721.25	165,721.25	548,995.63
5/1/2026	220,000.00	2.375%			165,721.25	385,721.25	
11/1/2026					163,108.75	163,108.75	548,830.00
5/1/2027	225,000.00	2.850%			163,108.75	388,108.75	
11/1/2027					159,902.50	159,902.50	548,011.25
5/1/2028	235,000.00	2.850%			159,902.50	394,902.50	
11/1/2028					156,553.75	156,553.75	551,456.25
5/1/2029	240,000.00	2.850%			156,553.75	396,553.75	
11/1/2029					153,133.75	153,133.75	549,687.50
5/1/2030	250,000.00	2.850%			153,133.75	403,133.75	
11/1/2030					149,571.25	149,571.25	552,705.00
5/1/2031	255,000.00	2.850%	$4,895,000.00	4.000%	149,571.25	5,299,571.25	
11/1/2031					48,037.50	48,037.50	5,347,608.75
5/1/2032	265,000.00	3.150%			48,037.50	313,037.50	
11/1/2032					43,863.75	43,863.75	356,901.25
5/1/2033	270,000.00	3.150%			43,863.75	313,863.75	
11/1/2033					39,611.25	39,611.25	353,475.00
5/1/2034	280,000.00	3.150%			39,611.25	319,611.25	
11/1/2034					35,201.25	35,201.25	354,812.50
5/1/2035	290,000.00	3.150%			35,201.25	325,201.25	
11/1/2035					30,633.75	30,633.75	355,835.00
5/1/2036	300,000.00	3.150%			30,633.75	330,633.75	
11/1/2036					25,908.75	25,908.75	356,542.50
5/1/2037	310,000.00	3.150%			25,908.75	335,908.75	
11/1/2037					21,026.25	21,026.25	356,935.00
5/1/2038	315,000.00	3.150%			21,026.25	336,026.25	
11/1/2038					16,065.00	16,065.00	352,091.25
5/1/2039	330,000.00	3.150%			16,065.00	346,065.00	
11/1/2039					10,867.50	10,867.50	356,932.50
5/1/2040	340,000.00	3.150%			10,867.50	350,867.50	
11/1/2040					5,512.50	5,512.50	356,380.00
5/1/2041	350,000.00	3.150%			5,512.50	355,512.50	355,512.50
	$5,105,000.00		$4,895,000.00		$3,728,920.07	$13,728,920.07	$13,728,920.07

Note: (1) Official Statement for the 2021 Bonds, dated July 27, 2021.

Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One)

2021 Bonds - Proof of Yield

P.V. Date:	8/6/2021
2021 Bond Yield:	3.19888199%

Date	Semiannual Debt Service (1)	Muni Days To Computation Date	P.V. Factor	Present Value
11/1/2021	$81,790.07	85	0.992534854	$81,179.49
5/1/2022	173,202.50	265	0.976909758	169,203.21
11/1/2022	173,202.50	445	0.961530643	166,539.51
5/1/2023	378,202.50	625	0.946393635	357,928.44
11/1/2023	170,768.13	805	0.931494924	159,069.64
5/1/2024	380,768.13	985	0.916830757	349,099.93
11/1/2024	168,274.38	1165	0.902397442	151,850.37
5/1/2025	383,274.38	1345	0.888191346	340,420.98
11/1/2025	165,721.25	1525	0.87420889	144,874.99
5/1/2026	385,721.25	1705	0.860446555	331,892.52
11/1/2026	163,108.75	1885	0.846900876	138,136.94
5/1/2027	388,108.75	2065	0.83356844	323,515.21
11/1/2027	159,902.50	2245	0.820445892	131,191.35
5/1/2028	394,902.50	2425	0.807529928	318,895.59
11/1/2028	156,553.75	2605	0.794817294	124,431.63
5/1/2029	396,553.75	2785	0.78230479	310,225.90
11/1/2029	153,133.75	2965	0.769989266	117,911.34
5/1/2030	403,133.75	3145	0.757867621	305,522.02
11/1/2030	149,571.25	3325	0.745936802	111,570.70
5/1/2031	5,299,571.25	3505	0.734193805	3,890,912.38
11/1/2031	48,037.50	3685	0.722635674	34,713.61
5/1/2032	313,037.50	3865	0.711259498	222,650.90
11/1/2032	43,863.75	4045	0.700062413	30,707.36
5/1/2033	313,863.75	4225	0.689041599	216,265.18
11/1/2033	39,611.25	4405	0.678194282	26,864.12
5/1/2034	319,611.25	4585	0.667517729	213,346.18
11/1/2034	35,201.25	4765	0.657009254	23,127.55
5/1/2035	325,201.25	4945	0.64666621	210,296.66
11/1/2035	30,633.75	5125	0.636485992	19,497.95
5/1/2036	330,633.75	5305	0.626466037	207,130.82
11/1/2036	25,908.75	5485	0.616603823	15,975.43
5/1/2037	335,908.75	5665	0.606896866	203,861.97
11/1/2037	21,026.25	5845	0.597342721	12,559.88
5/1/2038	336,026.25	6025	0.587938984	197,562.93
11/1/2038	16,065.00	6205	0.578683286	9,296.55
5/1/2039	346,065.00	6385	0.569573298	197,109.38
11/1/2039	10,867.50	6565	0.560606724	6,092.39
5/1/2040	350,867.50	6745	0.551781307	193,602.13
11/1/2040	5,512.50	6925	0.543094826	2,993.81
5/1/2041	355,512.50	7105	0.534545093	190,037.46
Total	$13,728,920.07			$10,258,064.40 (2)

Notes: (1) See Page B-2 (B).
(2) $10,258,064.40 = $10,000,000.00 [Principal Amount of 2021 Bonds] + $258,064.40 [Original Issue Premium on 2021 Bonds].

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Brightwater Community Development District
(Lee County, Florida)
$10,000,000 Capital Improvement Revenue Bonds, Series 2021
(Assessment Area One)

Arbitrage Credit - 4th Annual Computation Period

Annual Computation Date: 8/6/2026
2016 Bond Yield (1): 3.198881999%

Investment Yield: 3.554339000%

Date (2)	Transaction Description (2)	Acquisition and Construction Fund Invested (-) / Disbursed (+) (2)	Acquisition and Construction Fund Interest (2)	Restricted Acquisition and Construction Fund Balance (2)	Restricted Acquisition and Construction Fund Invested (-) / Disbursed (+) (2)	Restricted Acquisition and Construction Fund Interest (2)	Restricted Acquisition and Construction Fund Balance (2)	Capitalized Interest Invested (-) / Disbursed (+) (2)	Capitalized Interest Interest (2)	Capitalized Interest Balance (2)	Costs of Issuance Fund Invested (-) / Disbursed (+) (2)	Costs of Issuance Fund Interest (2)	Costs of Issuance Fund Balance (2)	Debt Service Reserve Fund Invested (-) / Disbursed (+) (2)	Debt Service Reserve Fund Interest (2)	Debt Service Reserve Fund Balance (2)	Total	Muni Days To Computation Date	2021 Bond Yield Yield	2021 Bond Yield Future Value	@ Investment Yield Future Value
8/6/2025	Prior Ann'l Arb Liability (3)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($151,767.75)	360	1.03224464	($156,661.48)	$0.00
8/6/2025	Balance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($518,092.50)	$0.00	$518,092.50	($518,092.50)	360	1.03224464	($534,798.21)	($536,670.89)
9/2/2025	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(664.76)	664.76	518,757.26	0.00	334	1.02988142	0.00	0.00
9/2/2025	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,104.66)	1,104.66	519,861.92	0.00	334	1.02988142	0.00	0.00
9/3/2025	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,769.42	0.00	518,092.50	1,769.42	333	1.02979084	1,822.13	1,828.03
10/1/2025	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,698.26)	1,698.26	519,790.76	0.00	305	1.02725191	0.00	0.00
10/2/2025	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,698.26	0.00	518,092.50	1,698.26	304	1.02716135	1,744.39	1,749.54
11/3/2025	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,685.42)	1,685.42	519,777.92	0.00	273	1.02435816	0.00	0.00
11/4/2025	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,685.42	0.00	518,092.50	1,685.42	272	1.02426787	1,726.32	1,730.89
12/1/2025	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,531.45)	1,531.45	519,623.95	0.00	245	1.02183283	0.00	0.00
12/2/2025	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,531.45	0.00	518,092.50	1,531.45	244	1.02174275	1,564.75	1,568.46
1/2/2026	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,507.96)	1,507.96	519,600.46	0.00	214	1.01904418	0.00	0.00
1/5/2026	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,507.96	0.00	518,092.50	1,507.96	211	1.01877471	1,536.27	1,539.42
2/2/2026	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,472.73)	1,472.73	519,565.23	0.00	184	1.01635273	0.00	0.00
2/3/2026	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,472.73	0.00	518,092.50	1,472.73	183	1.01626314	1,496.68	1,499.34
3/2/2026	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,329.97)	1,329.97	519,422.47	0.00	154	1.01366839	0.00	0.00
3/3/2026	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,329.97	0.00	518,092.50	1,329.97	153	1.01357904	1,348.03	1,350.03
4/1/2026	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,472.44)	1,472.44	519,564.94	0.00	125	1.01108027	0.00	0.00
4/2/2026	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,472.44	0.00	518,092.50	1,472.44	124	1.01099115	1,488.62	1,490.42
5/1/2026	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,424.96)	1,424.96	519,517.46	0.00	95	1.00840986	0.00	0.00
5/4/2026	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,424.96	0.00	518,092.50	1,424.96	92	1.00814321	1,436.56	1,437.85
6/1/2026	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,472.71)	1,472.71	519,565.21	0.00	65	1.00574650	0.00	0.00
6/2/2026	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,472.71	0.00	518,092.50	1,472.71	64	1.00565785	1,481.04	1,481.96
7/1/2026	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,424.96)	1,424.96	519,517.46	0.00	35	1.00309018	0.00	0.00
7/2/2026	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,424.96	0.00	518,092.50	1,424.96	34	1.00300176	1,429.24	1,429.71
8/3/2026	Int. Earn. (+) / Reinvst (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,472.45)	1,472.45	519,564.95	0.00	3	1.00026450	0.00	0.00
8/4/2026	Trf Out - Revenue Fd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,472.45	0.00	518,092.50	1,472.45	2	1.00017632	1,472.71	1,472.74
8/6/2026	Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	518,092.50	0.00	0.00	518,092.50	0	1.00000000	518,092.50	518,092.50
	Total	$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$18,262.73		$18,262.73				$0.00
																			Arbitrage Credit		$1,861.84
																			Cumulative Arbitrage Credit		($154,828.41)

Notes: (1) See Page B-3.
(2) Source: Trust Fund bank statements of US Bank, Orlando Florida.
(3) See Prior Annual Arbitrage Report.