

TUCKERS POINTE

**COMMUNITY DEVELOPMENT
DISTRICT**

December 17, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Tuckers Pointe Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

December 10, 2021

Board of Supervisors
Tuckers Pointe Community Development District

Dear Board Members:

The Board of Supervisors Tuckers Pointe Community Development District will hold a Regular Meeting on December 17, 2021 at 10:00 A.M., at the Centennial Park Recreation Center, located at 1120 Centennial Boulevard, Port Charlotte, Florida 33953. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation(s) from Supervisor(s)
4. Appointment of Supervisor(s) to Vacant Seat(s)
 - Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
5. Consideration of Resolution 2022-09, Designating Certain Officers of the District, and Providing for an Effective Date
6. Discussion/Consideration: Board Member Compensation: 190.006 (8), F.S.
7. Consideration of Fiscal Year 2021/2022 Budget Funding Agreement
8. Consideration of Bond Financing Team Agreement

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

9. Discussion: Fiscal Year 2022 Meeting Schedule
10. Update: Bond Financing
11. Consideration of Assignment of Second Amended and Restated Off-Site Utilities Agreement and Reimbursement Agreement
12. Consideration of Easement and Cost Sharing Agreement
13. Assignment of Construction Contract
 - A. Guymann
 - B. Wiseman
14. Assignment of Railway License Agreements
15. Assignment of Temporary Construction and Access Easement
 - A. Akusoba
 - B. Cattle Company
 - C. Herberts
16. Acceptance of Unaudited Financial Statements as of October 31, 2021
17. Approval of Minutes
 - A. October 13, 2021 Landowners' Meeting
 - B. October 13, 2021 Public Hearings and Regular Meeting
18. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Barraco and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: _____

○ QUORUM CHECK

Grady Miars	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ellen Johnson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Robert Nelson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Carla Durand	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Garrison Burr	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

19. Board Members' Comments/Requests
20. Public Comments
21. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chuck Adams
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TUCKERS
POINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Tuckers Pointe Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. Chesley (Chuck) E Adams, Jr. is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Craig Wrathell is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[remainder of page intentionally left blank]

PASSED AND ADOPTED this 17th day of December, 2021.

ATTEST:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

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The 2021 Florida Statutes

Title XIII

PLANNING AND DEVELOPMENT

Chapter 190

COMMUNITY DEVELOPMENT DISTRICTS

190.006 Board of supervisors; members and meetings.

(8) Each supervisor shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the board of supervisors, not to exceed \$4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

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**TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2021, by and between:

Tuckers Pointe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Tuckers Developers, LLC, a Delaware limited liability company and the owner of the lands in the District ("**Developer**") with a mailing address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256.

RECITALS

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

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2022, which year concludes on September 30, 2022; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2021/2022 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. 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.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be

entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. 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 the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

TUCKERS DEVELOPERS, LLC

By: _____
Its: _____

Exhibit A: Fiscal Year 2021/2022 General Fund Budget

Exhibit A

Fiscal Year 2021/2022 General Fund Budget

**TUCKER'S POINTE
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2022**

**TUCKER'S POINTE
COMMUNITY DEVELOPMENT DISTRICT
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**TUCKER'S POINTE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Adopted Budget FY 2022
	Proposed Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021	Total Projected & Actual	
REVENUES					
Developer contribution	33,865	-	29,865	29,865	\$94,890
Total revenues	<u>33,865</u>	<u>-</u>	<u>29,865</u>	<u>29,865</u>	<u>94,890</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	8,000	-	8,000	8,000	48,000
Legal	7,500	-	7,500	7,500	15,000
Engineering	7,500	-	7,500	7,500	10,000
Audit	-	-	-	-	5,000
Arbitrage rebate calculation	-	-	-	-	750
Dissemination agent	-	-	-	-	1,000
Trustee	-	-	-	-	4,000
Telephone	50	-	50	50	400
Postage	250	-	250	250	750
Printing & binding	250	-	250	250	750
Legal advertising	6,500	-	2,500	2,500	2,000
Annual special district fee	175	-	175	175	175
Insurance	1,500	-	1,500	1,500	5,500
Contingencies/bank charges	250	-	250	250	650
Website					
Hosting & maintenance	1,680	-	1,680	1,680	705
ADA compliance	210	-	210	210	210
Total expenditures	<u>33,865</u>	<u>-</u>	<u>29,865</u>	<u>29,865</u>	<u>94,890</u>
Net increase/(decrease) of fund balance	-	-	-	-	-
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Total number of units	327
Professional & admin amount per unit (GF)	\$ 290.18

**TUCKER'S POINTE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	15,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	10,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	4,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	400
<p>Telephone and fax machine.</p>	
Postage	750
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	750
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	2,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	650
<p>Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	<u><u>\$ 94,890</u></u>

TUCKERS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement (“**Agreement**”) is made and entered into this ___ day of _____, 2021, by and between:

Tuckers Pointe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (“**District**”), and

Tuckers Developers, LLC, a Delaware limited liability company and the owner of the lands in the District (“**Developer**”) with a mailing address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256.

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to issue bonds or other debt instruments (“**Bonds**”) to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

1. PROVISION OF FUNDS. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with all work (“**Work**”) necessary to issue the Bonds, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the Work. The parties fully expect that all fees, costs and expenses arising from or related to the Work will be funded by the District’s issuance of the Bonds, and upon issuance of the Bonds, the parties will take the necessary steps to pay for such fees, costs and expenses from the costs of issuance account(s) established for the Bonds. That said, in the event that Bonds are not issued within one year of the date of this Agreement, or in the event that it becomes reasonably apparent that the District will not issue the Bonds, or in the event that this agreement is otherwise terminated, whichever is earlier, the District shall invoice the Developer for all fees, costs and expenses incurred by the District, and the Developer within 10 days shall remit funds to pay for such fees, costs and expenses.

2. TERMINATION. Either party may terminate this Agreement in writing upon 10 days written notice.

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

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

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

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

7. 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.

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

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is

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

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

11. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Charlotte County, Florida.

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

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

[Remainder of Page Intentionally Left Blank]

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

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

TUCKERS DEVELOPERS, LLC

By: _____
Its: _____

TUCKERS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE****LOCATION***Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	10:00 A.M.
November 10, 2021 CANCELED	Regular Meeting	10:00 A.M.
December 8, 2021 <i>rescheduled to December 17, 2021</i>	Regular Meeting	10:00 A.M.
December 17, 2021	Regular Meeting	10:00 A.M.
January 12, 2022	Regular Meeting	10:00 A.M.
January 26, 2021	Special Meeting	1:00 P.M.
February 9, 2022	Regular Meeting	10:00 A.M.
March 9, 2022	Regular Meeting	10:00 A.M.
April 13, 2022	Regular Meeting	10:00 A.M.
May 11, 2022	Regular Meeting	10:00 A.M.
June 8, 2022*	Regular Meeting	10:00 A.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
July 13, 2022*	Regular Meeting	10:00 A.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
August 10, 2022	Regular Meeting	10:00 A.M.
September 14, 2022	Public Hearing & Regular Meeting	10:00 A.M.

TUCKERS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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Prepared by and when
recorded return to:

Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

**ASSIGNMENT OF SECOND AMENDED AND RESTATED OFF-SITE UTILITIES AGREEMENT
AND REIMBURSEMENT AGREEMENT**

This ASSIGNMENT OF SECOND AMENDED AND RESTATED OFF-SITE UTILITIES AGREEMENT AND REIMBURSEMENT AGREEMENT (“**Assignment**”) is made effective as of December 15, 2021 (“**Effective Date**”), by and between **TUCKERS POINT I LIMITED PARTNERSHIP**, a Florida limited partnership (“**Assignor**”), whose address is 7995 Mahogany Run Lane, Naples, Florida 34113, and **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (the “**Assignee**”), whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, with reference to the following facts:

A. Charlotte County, a political subdivision of the State of Florida (the “**County**”) and Assignor are parties to that certain Second Amended and Restated Off-Site Utilities Agreement dated November 23, 2021, recorded in Official Records Book 4892, Page 910 of the public records of Charlotte County, Florida (the “**Utility Agreement**”), regarding the construction of certain off-site potable water and wastewater transmission system improvements as more particularly described in the Utility Agreement.

B. The County and Assignor are parties to that certain Agreement between Charlotte County and Tuckers Point I Limited Partnership for Reimbursement of the Costs for Reclaimed Water Lines and Potable Water Lines dated November 23, 2021, recorded in Official Records Book 4892, Page 866 of the public records of Charlotte County, Florida (the “**Reimbursement Agreement**”, and together with the Utility Agreement, collectively, the “**Agreements**”), regarding the construction of certain reclaimed water transmission lines and reimbursement of related costs as more particularly described in the Reimbursement Agreement (collectively, the “**Reclaimed Water Improvements**”).

C. Pursuant to Section 19 of the Utility Agreement, Assignor may assign the Utility Agreement to a community development district, without the County’s prior approval.

D. Pursuant to Section 18 of the Reimbursement Agreement, Assignor may assign the Reimbursement Agreement to a community development district, without the County’s prior approval.

E. Assignee is a community development district established and existing pursuant to Chapter 190, *Florida Statutes*.

F. Assignor desires to assign all of its rights, title, interest and obligations in, to and under the Agreements to Assignee, and Assignee desires to accept such assignment and assume Assignor’s rights, title, interest and obligations under the Agreements.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Agreements.

2. Assignment. Assignor hereby assigns, transfer, conveys, delivers and otherwise sets over unto Assignee, its successors and assigns, the Agreements and all of Assignor's rights, title, interest and obligations under the Agreements, including, without limitation, the right to receive the Credits (defined in the Utility Agreement) subject to and in accordance with the terms of the Utility Agreement and the right to receive all reimbursement payments from the County for the construction of the Reclaimed Water Improvements subject to and in accordance with the terms of the Reimbursement Agreement.

3. Assumption. Assignee hereby assumes all of Assignor's rights, title, and interest in and to the Agreements, and obligations pertaining thereto which are applicable to the period, and required to be performed, from and after the Effective Date, but not otherwise.

4. Counterparts; PDF. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing and delivering this Assignment, Portable Document Format (pdf) signatures shall be treated as originals and shall be binding on the parties.

[Signatures on following page.]

[Signature page to Assignment of Second Amended and Restated Off-Site Utilities Agreement and Reimbursement Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

TUCKERS POINT I LIMITED PARTNERSHIP,
a Florida limited partnership

By: Tuckers Point, LLC, a Florida limited liability company, its general partner

By: _____
Joseph D. Boff, President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of December, 2021, by Joseph D. Boff, President of Tuckers Point, LLC, a Florida limited liability company, the general partner of Tuckers Point I Limited Partnership, a Florida limited partnership, on behalf of the partnership, (check one) who is personally known to me who has produced a _____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

[Signatures continue on following page.]

[Signature page to Assignment of Second Amended and Restated Off-Site Utilities Agreement and Reimbursement Agreement]

ASSIGNEE:

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

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of December, 2021, by _____, as _____ of the Tuckers Pointe Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who is personally known to me or has produced _____ as identification.

(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

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Consideration: \$10.00
Documentary Stamps: \$.70

**Prepared by and when
recorded return to:**

**Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764**

EASEMENT AND COST SHARING AGREEMENT

THIS EASEMENT AND COST SHARING AGREEMENT (“**Agreement**”) is made this 15th of December, 2021 (“**Effective Date**”), by and among **TUCKERS POINT I LIMITED PARTNERSHIP**, a Florida limited partnership, its successors and assigns (“**Tuckers Point**”), whose address is 7995 Mahogany Run Lane, Naples, Florida 34113, **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**GreenPointe**”), whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, and **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (the “**District**”), whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, with reference to the following facts:

A. Tuckers Point is the owner of that certain real property located in Charlotte County, Florida (the “**County**”), as described on **Exhibit “A”** attached hereto (“**Commercial Parcel**”).

B. Concurrent herewith, Tuckers Point is conveying to GreenPointe that certain real property located in the County, as described on **Exhibit “B”** attached hereto (“**Residential Parcel**”), located within the boundaries of the District, a portion of which is located immediately adjacent to and abutting the northern boundary of the Commercial Parcel.

C. A portion of the Residential Parcel includes the real property described and depicted on **Exhibit “C”** attached hereto (“**Utility Easement Area**”) and the real property described and depicted on **Exhibit “D”** attached hereto (“**Drainage Connection Easement Areas**”).

D. A portion of the Commercial Parcel includes the real property described and depicted on **Exhibit “E”** attached hereto (“**Construction Access Easement Area**”).

E. As more particularly set forth below, the parties desire to: (i) grant easement rights over, across, under and through the Utility Easement Area for the purposes of providing utility services for the benefit of the Commercial Parcel; (ii) grant easement rights over, across, under and through the Drainage Connection Easement Areas for the purposes of connecting the Commercial Parcel Drainage Facilities (defined in Section 4(a)) to the Shared Drainage Facilities (defined in Section 4(a)), and providing surface water drainage and storm water runoff into the Stormwater Ponds (defined in Section 4(b)) for the benefit of the Commercial Parcel; (iii) grant easement rights over, across, under and through the Construction Access Easement Area for the purposes of providing construction access to GreenPointe and the District related to the construction of improvements on the Residential Parcel; and (iv) provide for the maintenance, use and cost sharing associated with the Shared Drainage Facilities and the WUP (defined in Section 6), all subject to and in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Exhibits. The foregoing recitals are true and correct, and, together with the exhibits attached hereto, are incorporated into this Agreement by this reference.

2. Utility Easement. GreenPointe hereby grants to Tuckers Point, and its successors and assigns, a permanent, non-exclusive utility easement over, under, across and through the Utility Easement Area (“**Utility Easement**”), for purposes of allowing Tuckers Point to connect underground utility lines, conduits and other facilities now or hereafter located on the Commercial Parcel (“**Commercial Parcel Utility Facilities**”), to utility lines, conduits and other facilities now or hereafter located underground in the Utility Easement Area, including, without limitation, those providing groundwater for irrigation pursuant to the WUP, and related construction, maintenance, and repair activities by Tuckers Point, Tuckers Point’s employees, contractors, sub-contractors, agents and consultants (collectively, the “**Tuckers Point Permitted Parties**”) with respect to the Commercial Parcel Utility Facilities, and utility providers providing service to the Commercial Parcel (“**Providers**”), as necessary to provide utility services to the Commercial Parcel. The Utility Easement shall include such associated rights of pedestrian and vehicular ingress and egress as may be reasonably necessary for Tuckers Point, the Tuckers Point Permitted Parties, and/or Providers to perform the construction, installation, maintenance and repair of the Commercial Parcel Utility Facilities; provided, however, that such rights of ingress and egress shall be in effect only during periods of actual construction, installation, maintenance, and repair. The Utility Easement is appurtenant to and for the benefit of the Commercial Parcel. GreenPointe and Tuckers Point shall utilize commercially reasonable efforts to coordinate the installation of the Commercial Parcel Utility Facilities in the Utility Easement Area.

3. Construction Access Easement. Tuckers Point hereby grants to GreenPointe, the District, and their respective successors and assigns, a temporary non-exclusive construction access easement (“**Construction Access Easement**”) on, over, across and through the Construction Access Easement Area, for purposes of vehicular and pedestrian ingress and egress and construction related activities, by GreenPointe, GreenPointe’s employees, contractors, sub-contractors, agents and consultants (collectively, the “**GreenPointe Permitted Parties**”), the District, and the District’s employees, contractors, sub-contractors, agents and consultants (collectively, the “**District Permitted Parties**”), as necessary to facilitate development of the Residential Parcel. The Construction Access Easement is appurtenant to and for the benefit of the Residential Parcel. In addition, GreenPointe and the District, at their respective cost and expense, shall have the right to install such improvements as deemed reasonably necessary or desirable to use and enjoy the Construction Access Easement for the purposes described herein within the Construction Access Easement Area. All improvements in the Construction Access Easement Area shall be undertaken and performed in a good and workmanlike manner. The Construction Access Easement shall terminate at such time as Tuckers Point provides written notice to GreenPointe and the District that it has obtained all final permits and approvals for the construction of the east-west commercial road planned for construction inside the northern boundary of the Commercial Parcel, or thirty-six (36) months from Effective Date, whichever is earlier. Upon termination of the Construction Access Easement, Grantee shall re-seed the Construction Access Easement Area.

4. Drainage.

(a) Shared Drainage Facilities. Incidental to the development of the Residential Parcel, GreenPointe and the District intend to construct on the Residential Parcel a shared stormwater management system, including, without limitation, stormwater drainage ponds (“**Stormwater Ponds**”), pipes, structures, and related drainage facilities (the Stormwater Ponds and other facilities being referred to collectively as the “**Shared Drainage Facilities**”), to accommodate the drainage from both the Residential Parcel and the Commercial Parcel.

(b) Drainage Connection Easement. GreenPointe hereby grants to Tuckers Point, and its successors and assigns, a perpetual non-exclusive easement (“**Drainage Connection Easement**”) over, across and through the Drainage Connection Easement Areas appurtenant to and for the benefit of the Commercial Parcel for the purposes of allowing Tuckers Point to connect pipes, structures, and related drainage facilities now or hereafter located on the Commercial Parcel (“**Commercial Parcel Drainage Facilities**”), to the portion of the Shared Drainage Facilities now or hereafter located in the Drainage Connection Easement Areas, and related construction, maintenance, and repair activities by Tuckers Point and the Tuckers Point Permitted Parties with respect to the Commercial Parcel Drainage Facilities, as necessary to provide drainage from the Commercial Parcel into the Shared Drainage Facilities. The Drainage Connection Easement shall include such associated rights of pedestrian and vehicular ingress and egress as may be reasonably necessary for Tuckers Point and the Tuckers Point Permitted Parties to perform the construction, installation, maintenance and repair of the Commercial Parcel Drainage Facilities; provided, however, that such rights of ingress and egress shall be in effect only during periods of actual construction, installation, maintenance, and repair, and that after the Commercial Parcel Drainage Facilities are installed, Tuckers Point and the Tuckers Point Permitted Parties shall not have the right to enter onto the Residential Land unless the District fails to maintain the Shared Drainage Facilities and such failure continues for thirty (30) days after the District’s receipt of written notice of such failure. The Drainage Connection Easement is appurtenant to and for the benefit of the Commercial Parcel. GreenPointe and Tuckers Point shall utilize commercially reasonable efforts to coordinate the installation of the Commercial Parcel Drainage Facilities in the Drainage Connection Easement Areas, and adjust the Drainage Connection Easement Areas if reasonably necessary to provide for the intended connections. Upon the request of GreenPointe or the District after the Commercial Parcel Drainage Facilities are constructed and installed within the Drainage Connection Easement Areas, Tuckers Point, and its successors assigns, shall execute an amendment to this Agreement limiting the Drainage Connection Easement and the Drainage Connection Easement Areas to such portion of the Drainage Connection Easement Areas where the Commercial Parcel Drainage Facilities are located.

(c) Drainage Easement. GreenPointe hereby grants to Tuckers Point, and its successors and assigns, a perpetual non-exclusive easement (“**Drainage Easement**”) for the purposes of accepting surface water drainage and storm water runoff from the ±58.65 acre Commercial Parcel, as developed, with a maximum impervious coverage of 36.06 acres in the Shared Drainage Facilities to and including the Stormwater Ponds. The Drainage Easement is appurtenant to and for the benefit of the Commercial Parcel. As portions of the Residential Parcel are developed and/or platted by recording in the public records of the County of a subdivision plat or replat of any portion of the Residential Parcel (each a “**Recorded Plat**”), the Drainage Easement shall only be over the Stormwater Ponds and other Shared Drainage Facilities connecting thereto as are located within the portion of the Residential Parcel described in the associated as-built plans therefor or on such Recorded Plat (the “**Amended Drainage Facilities**”), and subject to the matters set forth on the Recorded Plat. This Agreement and the Drainage Easement shall terminate, and shall have no force or effect, upon any portion of the Residential Parcel described in as-built plans or on a Recorded Plat, which is not within the Amended Drainage Facilities established thereby. Tuckers Point acknowledges that GreenPointe intends to plat portions of the Residential Parcel, and that Tuckers Point, and its successors and assigns, shall not be entitled or required to join in or consent

to any subdivision plat or replat of any portion of the Residential Parcel. To the greatest extent permitted by law, this provision shall be deemed a full joinder and consent of Tuckers Point, and its successors and assigns, to any subdivision plat of any portion of the Residential Parcel. Upon request by GreenPointe, the District, or any of their respective successors and assigns, Tuckers Point, and its successors assigns, shall execute an amendment to this Agreement limiting the Drainage Easement to the Amended Drainage Facilities. Without limiting the foregoing, (i) neither GreenPointe, nor any successor in interest to GreenPointe as to the Residential Parcel or the Southwest Florida Water Management District Environmental Resource Permit permitting the Shared Drainage Facilities (“**SWFWMD ERP**”), shall take any action with regard to the Shared Drainage Facilities, the Amended Drainage Facilities or the SWFWMD ERP that reduces the Minimum Commercial Drainage Volume that the Shared Drainage Facilities can accommodate, and (ii) neither Tuckers Point, nor any successor or assign to Tuckers Point as to the Commercial Parcel, take any action to modify the SWFWMD ERP.

(d) Maintenance of the Shared Drainage Facilities. The District shall operate, maintain, repair, and replace the Shared Drainage Facilities, but not the Commercial Parcel Drainage Facilities, and shall keep the same in good and operational condition and repair. Tuckers Point shall reimburse the District for its proportionate share of the costs associated with the operation, maintenance, repair and replacement of the Shared Drainage Facilities (the “**Shared Maintenance Costs**”), in accordance with the procedures set forth in Section 4(e). The parties and the District Engineer have determined that fourteen percent (14%) is a fair and reasonable allocation of the Shared Maintenance Costs to the Commercial Land (“**Commercial Proportionate Share**”). Tuckers Point shall be solely responsible for the maintaining the Commercial Parcel Drainage Facilities in good and operational condition and repair at their sole cost and expense. If Tuckers Point fails to so maintain the Commercial Parcel Drainage Facilities, and that failure damages, impedes or threatens to impede the operation of the Shared Drainage Facilities, and such failure continues for thirty (30) days after receipt of a notice thereof from the District, then the District may remedy the same, and Tuckers Point shall be liable to reimburse the District for such costs within thirty (30) days after receipt of an invoice therefor.

(e) Payment for Shared Maintenance Costs. The District shall annually invoice Tuckers Point for the Commercial Proportionate Share of the Shared Maintenance Costs. Notwithstanding the foregoing, the parties agree that Tuckers Point shall not be responsible for payment of any portion of the Shared Maintenance Costs unless and until the Commercial Parcel, or a portion thereof, has been developed and accordingly is utilizing and benefitting from the Shared Drainage Facilities as determined by the District Engineer. As portions of the Commercial Parcel are developed, such portion shall become subject to and responsible for the Commercial Proportionate Share of the Shared Maintenance Costs. In the event that the Commercial Parcel, or a portion thereof, is developed after adoption of the District’s annual budget, the District shall prorate Tuckers Point’s Commercial Proportionate Share of the Shared Maintenance Costs and shall promptly invoice Tuckers Point for the same for the remainder of the current fiscal year. For the purposes of this Agreement, the term “developed” shall mean that a building has been constructed on the Commercial Parcel, or portion thereof, and a certificate of occupancy has been issued for such building. The District shall notify Tuckers Point in advance of any unbudgeted supplemental maintenance services proposed to be provided by the District as necessary services relative to maintaining, repairing, and replacing the Shared Drainage Facilities. Tuckers Point shall be responsible for the Commercial Proportionate Share of such supplemental services. All invoiced amounts pursuant to this Section 4(e) shall be due and paid within thirty (30) days from receipt of such invoice.

(f) Prohibited Acts. The drainage easement rights granted in this Section 4 are for surface water drainage and storm water runoff purposes only and Tuckers Point, and its successors and assigns, shall not and are strictly prohibited from introducing any hazardous or obstructive materials (by way of example, but not limitation, hazardous chemicals, construction materials, or other debris) onto or into any portion of the Residential Parcel. Notwithstanding anything to the contrary in this Agreement, if

GreenPointe, the District, or any of their respective successors and assigns incurs any cost for maintenance, repair or replacement of any portion of the Shared Drainage Facilities, which arises from the acts of Tuckers Point, or its successors and assigns (by way of example, but not limitation, improper exercise of the easement rights granted under this Agreement), or from Tuckers Point, or its successors and assigns, failure to maintain the Commercial Parcel Drainage Facilities, which drain into the Shared Drainage Facilities, then Tuckers Point, or such of its successors and assigns, as applicable, shall reimburse the cost of such maintenance, repair or replacement to GreenPointe, the District, or any of their respective successors and assigns, as applicable, within thirty (30) days of written demand.

5. Use of the Easement Areas. The parties shall exercise the easement rights granted hereby in a reasonable manner and in compliance with all applicable laws, statutes, ordinances, rules, codes and regulations (collectively, “**Laws**”). With respect to each party’s rights set forth in this Agreement, the parties shall not: (a) interfere at any time with development or use of any of the Easement Areas or surrounding land owned by another party to this Agreement or its successor or assign, or the use of any Easement Area by any other party having rights with respect thereto, provided such use is not incompatible with the applicable use set forth in this Agreement; (b) extend the Easements to benefit any property other than the Commercial Parcel or Residential Parcel, as applicable pursuant to the terms set forth in this Agreement, or otherwise permit the use of any of the Easement Areas by any person or entity other than Tuckers Point, GreenPointe, the District, the Tuckers Point Permitted Parties, the GreenPointe Permitted Parties, and the District Permitted Parties, as applicable pursuant to the terms set forth in this Agreement; (c) cause any damage to the Easement Areas or surrounding land, or any improvements located thereon now or in the future; or (d) cause or permit any lien or other encumbrance to be filed or recorded against the Easement Areas as a result of, or in any way related to, the use or exercise of the easement rights granted hereby and/or the acts or omissions of Tuckers Point, GreenPointe, the District, the Tuckers Point Permitted Parties, the GreenPointe Permitted Parties, and the District Permitted Parties, as applicable pursuant to the terms set forth in this Agreement. In the event that any lien arises in violation of the foregoing covenant, the defaulting party shall satisfy and discharge such lien, or transfer such lien to bond within thirty (30) days after the defaulting party becomes aware of such lien or receives notification thereof from any non-defaulting party, whichever occurs first, failing which any non-defaulting party shall have the right to satisfy and discharge, or transfer to bond such lien, and the defaulting party shall reimburse the applicable non-defaulting party for such amounts incurred, together with the applicable non-defaulting party’s reasonable attorneys’ fees incurred in connection therewith, within ten (10) days after the applicable non-defaulting party’s written demand therefor, together with third-party invoices reflecting the amount incurred.

6. Water Use Permit. Concurrent herewith, Tuckers Point is assigning to the District for that certain SWFWMD Water Use Permit No. 20-020791.000 (“**WUP**”), permitting the use of groundwater for irrigation purposes within the Commercial Parcel and the Residential Parcel. GreenPointe shall cause the District to maintain the WUP in full force and effect for the term thereof, and all facilities installed in connection with the WUP and as necessary to satisfy the conditions of the WUP. In consideration for the District’s maintenance of the WUP and the facilities associated therewith, the terms and conditions of Sections 4(d) and 4(e) shall apply to the WUP, in the same manner as applied to the Shared Drainage Facilities, including, without limitation, Tuckers Point’s obligation to pay the Commercial Proportionate Share of the Shared Maintenance Costs associated with the WUP, the payment terms therefor, and the District’s enforcement rights with respect thereto.

7. Insurance. The parties shall each maintain in full force and effect, with a reputable insurance company or companies licensed to provide insurance in the State of Florida, a policy of commercial general liability insurance against claims of liability, bodily injury, death and property damage incurred in connection with, or in any way related to the use and exercise of, the easement rights granted hereby and the negligent acts or omissions of such party or the Tuckers Point Permitted Parties, the GreenPointe Permitted Parties, or the District Permitted Parties, as applicable pursuant to the terms set forth

in this Agreement. Such insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and shall name the other parties to this Agreement as additional insureds. Each party shall deliver a certificate evidencing such insurance to the other parties to this Agreement prior to exercising any of its rights under this Agreement. Each party shall request and use commercially reasonable efforts to obtain the insurance provider's agreement to notify the other parties to this Agreement at least thirty (30) days in advance of any cancellation of such policy.

8. Indemnification. Each party shall exercise its privileges hereunder at such party's sole risk and shall fully indemnify, defend and hold the other parties to this Agreement, and their respective members, partners, affiliates, officers, employees, contractors, agents, successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all loss, injury, damage, claim, liability, cost and expense (including, without limitation, reasonable attorneys' and paralegals' fees and costs through all trial and appellate levels, in bankruptcy, and post-petition and post-judgment proceedings) which may be sustained by any other party to this Agreement or its Indemnified Parties, arising in connection with, or in any way related to the use and exercise of, the easement rights granted hereby. The obligations set forth in this Section shall survive any termination of this Agreement or the rights granted hereby as to any pending or subsequent claim for indemnity under this Section that is based on an occurrence prior to the date of such termination. Notwithstanding the foregoing, nothing in this Agreement shall be deemed as a waiver of immunity or limitation of liability of the District to the extent provided by Section 768.28, *Florida Statutes*, 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.

9. Reservation of Rights. The parties hereby reserve the following rights with respect to the Easement Areas owned by the respective parties: (a) all rights and privileges of improving and using any Easement Area for purposes that are not incompatible with, and that will not prevent, hinder or unreasonably impede, another party's use of such Easement Area subject to and in accordance with the terms set forth in this Agreement; and (b) the right to dedicate and/or grant easements in, upon, over, under, through and across any Easement Area to any public and/or private entities for any lawful purpose..

10. Notice. Notices given or served pursuant hereto or in connection herewith, must be in writing, and may be given either by (a) certified or registered mail and shall be deemed delivered on the third (3rd) business day after such notice, properly addressed and with postage prepaid, is deposited in the United States mail; or (b) by personal delivery or overnight delivery, charges prepaid, and shall be deemed delivered when actually received (or delivery is refused) by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses set forth in the preamble. Any party hereto may, at any time by giving five (5) days' written notice to the other parties hereto, designate any other party or address in substitution of any foregoing party or address to which such notice shall be given.

11. "As-Is". The Easements are granted to and accepted in their "AS IS" condition and without any warranty or representation, express or implied, by the owner of the applicable Easement Area as to the condition of such Easement Area for the purposes set forth herein or otherwise. The parties acknowledge that the Easements are subject to all easements, restrictions, reservations and other matters of record affecting title to the applicable Easement Area.

12. Time is of the Essence. Time is of the essence as to deadlines, time periods and other matters set forth in this Agreement.

13. Enforcement; Governing Law; Attorneys' Fees. The parties shall have all rights and remedies, available at law or in equity, in the enforcement of their respective rights and obligations under this Agreement. This section expressly survives the termination of this Agreement. This Agreement shall

be governed in accordance with Florida Law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in and for the County. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action.

14. Covenants Running with the Land; Binding Effect. The rights and burdens created hereby shall constitute covenants running with the land, binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns as to the Residential Parcel and the Commercial Parcel, as applicable. GreenPointe shall have the right to assign by a recorded assignment instrument its rights and obligations under this Agreement to a homeowners' association created by GreenPointe as to the Residential Parcel or to the District. Tuckers Point shall have the right to assign by a recorded assignment instrument its rights and obligations under this Agreement only to a property owners' association established as to all of the Commercial Land or a purchaser of all of the Commercial Land, but not only portions thereof. Upon any of the foregoing assignments, the assigning party shall be released of all liability under this Agreement arising from and after the date of the recorded assignment. Furthermore, and notwithstanding to the contrary the binding nature of this Agreement, upon conveyance of any platted lots to a builder or homebuyer, or conveyance by plat or deed of any portion of the Residential Parcel to the County, such lot or lands shall be deemed released from the burdens of this Agreement, and such successor party shall have no right to enforce the terms hereof, such enforcement right being reserved to Tuckers Point, GreenPointe, the District, and their respective successors in interest as they may expressly designate in a recorded instrument, as applicable. If required by the County, the parties shall join in any plat of the Easement Areas or subordinate this Agreement to such plat.

15. No Third-Party Beneficiaries. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein. The Easements granted herein and other terms and conditions of this Agreement shall not constitute dedications to the public, and no member of the public shall have any rights hereunder.

16. Amendment; Waiver. This Agreement may only be amended, modified or terminated by an instrument executed by the parties hereto, or their respective successors or assigns. No waiver of any provision hereof shall be effective unless done so in writing signed by the party entitled to enforce such matter, nor shall any single waiver constitute a waiver of any subsequent obligation.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of the Easements, and supersedes all previous negotiations with respect thereto, except those entered into concurrent herewith.

18. Severability. If any term, provision, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term, provision, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law

19. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of any party which in any way relate to this Agreement.

The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

20. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original, and all such counterparts shall constitute one and the same instrument.

[Signatures on following pages.]

[Tuckers Point's Signature Page – Easement and Cost Sharing Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TUCKERS POINT:

Signed, sealed and delivered
in the presence of:

**TUCKERS POINT I LIMITED
PARTNERSHIP,**
a Florida limited partnership

Witness: _____
Print Name: _____

By: Tuckers Point, LLC, a Florida limited liability
company, its general partner

Witness: _____
Print Name: _____

By: _____
Joseph D. Boff, President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of December, 2021, by Joseph D. Boff, President of Tuckers Point, LLC, a Florida limited liability company, the general partner of Tuckers Point I Limited Partnership, a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.

(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

[GreenPointe's Signature Page – Easement and Cost Sharing Agreement]

GREENPOINTE:

Signed, sealed and delivered
in the presence of:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

Witness: _____
Print Name: _____

By: _____
Graydon E. Miars, Vice President

Witness: _____
Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of December, 2021, by Graydon E. Miars, as Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.
(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

[Signatures Continue on Following Page]

[District's Signature Page – Easement and Cost Sharing Agreement]

DISTRICT:

Signed, sealed and delivered
in the presence of:

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

Witness: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of December, 2021, by _____, as _____ of the **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who is personally known to me or has produced _____ as identification.

(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

Exhibit "A"

Legal Description of Commercial Parcel

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4188, PAGE 1335, CHARLOTTE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 35; THENCE N.02°35'58"E. ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 35 FOR 68.36 FEET TO THE NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE) FOR A POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 2 COURSES: THENCE S.87°47'56"W. FOR 64.61 FEET; THENCE N.89°17'00"W. FOR 1449.28 FEET; THENCE N.00°43'00"E. FOR 359.89 FEET; THENCE S.89°23'58"E. FOR 1231.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, DELTA ANGLE OF 57°49'27", CHORD BEARING N.61°41'19"E., CHORD DISTANCE OF 207.89 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 216.98 FEET; THENCE N.32°46'35"E. FOR 92.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 235.00 FEET, DELTA ANGLE OF 49°22'28", CHORD BEARING N.57°27'49"E., CHORD DISTANCE OF 196.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 202.51 FEET; THENCE N.82°09'03"E. FOR 105.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 690.00 FEET, DELTA ANGLE OF 11°14'50", CHORD BEARING S.05°07'59"E., CHORD DISTANCE OF 135.23 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 135.45 FEET; THENCE S.00°29'26"W. FOR 525.36 FEET TO THE NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE); THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 2 COURSES: THENCE N.89°17'00"W. FOR 198.00 FEET; THENCE S.87°51'15"W. FOR 35.52 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 35; THENCE N.02°35'58"E. ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 35, FOR 68.36 FEET TO THE NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE); THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 2 COURSES: THENCE N.87°51'15"E. FOR 35.52 FEET; THENCE S.89°17'00"E. FOR 318.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°29'26"E. FOR 525.84 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 810.00 FEET, A DELTA ANGLE OF 14°46'42", A CHORD BEARING OF N.06°53'55"W., AND A CHORD DISTANCE OF 208.34 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 208.92 FEET; THENCE S.89°40'59"E. FOR 152.02 FEET; THENCE N.07°34'12"E. FOR 0.88 FEET; THENCE S.89°17'00"E. FOR 78.68 FEET; THENCE N.68°02'08"E. FOR 305.52 FEET; THENCE N.65°03'17"E. FOR 420.44 FEET; THENCE N.55°36'40"E. FOR 142.88 FEET; THENCE N.44°52'02"E. FOR 74.67 FEET; THENCE N.39°26'28"E. FOR 98.25 FEET; THENCE N.59°49'34"E. FOR 41.68 FEET; THENCE N.25°55'08"E. FOR 90.53 FEET; THENCE N.47°38'34"E. FOR 137.31 FEET; THENCE S.41°57'24"E. FOR 214.92 FEET; THENCE S.37°10'58"W. FOR 31.23 FEET; THENCE S.50°01'40"W. FOR 41.98 FEET; THENCE S.16°27'59"W. FOR 52.08 FEET; THENCE S.06°07'50"W. FOR 91.28 FEET; THENCE S.07°26'05"E. FOR 171.08 FEET; THENCE S.18°58'49"E. FOR 117.56 FEET; THENCE S.58°08'44"E. FOR 193.40 FEET; THENCE S.17°48'50"E. FOR 48.04 FEET; THENCE S.33°18'47"E. FOR 95.47 FEET; THENCE

N.00°43'00"E. FOR 19.32 FEET; THENCE S.62°05'54"E. FOR 22.94 FEET; THENCE S.64°08'48"E. FOR 2.55 FEET; THENCE S.87°24'26"E. FOR 59.84 FEET; THENCE S.02°35'34"W. FOR 58.06 FEET; THENCE S.89°16'11"E. FOR 19.37 FEET; THENCE S.89°17'00"E. FOR 76.01 FEET; THENCE N.73°31'04"E. FOR 257.37 FEET; THENCE S.40°08'18"E. FOR 170.06 FEET; THENCE S.07°52'46"W. FOR 91.37 FEET; THENCE S.00°19'05"E. FOR 64.46 FEET; THENCE N.90°00'00"E. FOR 21.01 FEET; THENCE S.00°19'06"E. FOR 242.14 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE); THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING 7 COURSES: S.89°40'55"W. FOR 122.25 FEET; THENCE N.89°09'53"W. FOR 117.71 FEET; THENCE S.41°44'59"W. FOR 99.25 FEET; THENCE N.89°09'54"W. FOR 541.70 FEET; THENCE N.89°17'00"W. FOR 257.08 FEET; THENCE S.85°00'21"W. FOR 100.50 FEET; THENCE N.89°17'00"W. FOR 992.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 58.66 ACRES, MORE OR LESS.

Exhibit "B"

Legal Description of Residential Parcel

PARCEL 1 (ESSEX-CAPE CORAL)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, BEING THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2159, PAGE 1340, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE N.02°35'58"E., ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 35, FOR 68.36 FEET TO THE NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE) AND THE POINT OF BEGINNING; THENCE CONTINUE N.02°35'58"E., ALONG SAID QUARTER SECTION LINE, FOR 2728.09 FEET; THENCE N.89°28'43"E., ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 35, FOR 1352.36 FEET; THENCE N.02°40'44"E., ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35, FOR 2008.27 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 75; THENCE S.44°03'54"E., ALONG SAID RIGHT OF WAY LINE, FOR 206.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 5567.58 FEET, A CENTRAL ANGLE OF 17°48'37", A CHORD BEARING OF S.35°09'35"E. AND A CHORD LENGTH OF 1723.71 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 1730.67 FEET TO THE END OF SAID CURVE; THENCE S.63°44'43"W., NONTANGENTIALLY, ALONG SAID RIGHT OF WAY LINE, FOR 75.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING: A RADIUS OF 5492.58 FEET, A CENTRAL ANGLE OF 04°51'39", A CHORD BEARING OF S.23°49'27"E. AND A CHORD LENGTH OF 465.84 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 465.98 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 35; THENCE S.02°45'24"W., ALONG SAID EAST LINE AND SAID RIGHT OF WAY LINE OF INTERSTATE 75, FOR 1517.33 FEET; THENCE N.89°09'03"W., ALONG THE BOUNDARY OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1902, PAGE 586, SAID PUBLIC RECORDS, FOR 467.51 FEET; THENCE S.02°45'24"W., ALONG SAID BOUNDARY, FOR 467.51 FEET; THENCE S.89°09'03"E., ALONG SAID BOUNDARY, FOR 417.48 FEET; THENCE S.02°45'24"W., ALONG SAID BOUNDARY, FOR 689.23 FEET TO AN INTERSECTION WITH SAID RIGHT OF WAY LINE OF INTERSTATE 75; THENCE S.89°40'55"W., ALONG SAID RIGHT OF WAY LINE, FOR 230.59 FEET; THENCE N.89°09'53"W., ALONG SAID RIGHT OF WAY LINE, FOR 117.71 FEET; THENCE S.41°44'59"W., ALONG SAID RIGHT OF WAY LINE, FOR 99.25 FEET; THENCE N.89°09'54"W., ALONG SAID RIGHT OF WAY LINE, FOR 541.70 FEET; THENCE N.89°17'00"W., ALONG SAID RIGHT OF WAY LINE AND SAID NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762), FOR 257.08 FEET (PASSING THE RIGHT OF WAY CHANGE AT 50.94 FEET); THENCE S.85°00'21"W., ALONG SAID NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE) FOR 100.50 FEET; THENCE N.89°17'00"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR 1300.00 FEET; THENCE S.87°51'15"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR 35.52 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (TUCKERS GRADE)

THE N 1/2 OF THE NW 1/4; ALSO THE SE 1/4 OF THE NW 1/4; ALSO THE W 1/2 OF THE NE 1/4;

ALSO THAT PORTION OF THE SW 1/4 LYING NORTHERLY AND EASTERLY OF ATLANTIC COASTLINE RAILROAD RIGHT-OF-WAY; ALL BEING IN SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND TAKEN BY THE DIVISION OF ADMINISTRATION, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 533, PAGES 290 THROUGH 292, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

AND LESS AND EXCEPT RIGHT-OF-WAY FOR TUCKERS BOULEVARD (S.R. #762 - AKA TUCKERS GRADE) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 01001-2501.

LESS AND EXCEPT THE FOLLOWING

COMMENCING AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 35; THENCE N.02°35'58"E. ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 35 FOR 68.36 FEET TO THE NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE) FOR A POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 2 COURSES: THENCE S.87°47'56"W. FOR 64.61 FEET; THENCE N.89°17'00"W. FOR 1449.28 FEET; THENCE N.00°43'00"E. FOR 359.89 FEET; THENCE S.89°23'58"E. FOR 1231.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, DELTA ANGLE OF 57°49'27", CHORD BEARING N.61°41'19"E., CHORD DISTANCE OF 207.89 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 216.98 FEET; THENCE N.32°46'35"E. FOR 92.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 235.00 FEET, DELTA ANGLE OF 49°22'28", CHORD BEARING N.57°27'49"E., CHORD DISTANCE OF 196.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 202.51 FEET; THENCE N.82°09'03"E. FOR 105.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 690.00 FEET, DELTA ANGLE OF 11°14'50", CHORD BEARING S.05°07'59"E., CHORD DISTANCE OF 135.23 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 135.45 FEET; THENCE S.00°29'26"W. FOR 525.36 FEET TO THE NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE); THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 2 COURSES: THENCE N.89°17'00"W. FOR 198.00 FEET; THENCE S.87°51'15"W. FOR 35.52 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING

COMMENCING AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 35; THENCE N.02°35'58"E. ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 35, FOR 68.36 FEET TO THE NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE); THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 2 COURSES: THENCE N.87°51'15"E. FOR 35.52 FEET; THENCE S.89°17'00"E. FOR 318.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°29'26"E. FOR 525.84 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 810.00 FEET, A DELTA ANGLE OF 14°46'42", A CHORD BEARING OF N.06°53'55"W., AND A CHORD DISTANCE OF 208.34 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 208.92 FEET; THENCE S.89°40'59"E. FOR 152.02 FEET; THENCE N.07°34'12"E. FOR 0.88 FEET; THENCE S.89°17'00"E. FOR 78.68 FEET; THENCE N.68°02'08"E. FOR 305.52 FEET; THENCE N.65°03'17"E. FOR 420.44 FEET; THENCE N.55°36'40"E. FOR 142.88 FEET; THENCE N.44°52'02"E. FOR 74.67 FEET; THENCE N.39°26'28"E. FOR 98.25 FEET; THENCE N.59°49'34"E. FOR 41.68 FEET; THENCE N.25°55'08"E. FOR 90.53 FEET;

THENCE N.47°38'34"E. FOR 137.31 FEET; THENCE S.41°57'24"E. FOR 214.92 FEET; THENCE S.37°10'58"W. FOR 31.23 FEET; THENCE S.50°01'40"W. FOR 41.98 FEET; THENCE S.16°27'59"W. FOR 52.08 FEET; THENCE S.06°07'50"W. FOR 91.28 FEET; THENCE S.07°26'05"E. FOR 171.08 FEET; THENCE S.18°58'49"E. FOR 117.56 FEET; THENCE S.58°08'44"E. FOR 193.40 FEET; THENCE S.17°48'50"E. FOR 48.04 FEET; THENCE S.33°18'47"E. FOR 95.47 FEET; THENCE N.00°43'00"E. FOR 19.32 FEET; THENCE S.62°05'54"E. FOR 22.94 FEET; THENCE S.64°08'48"E. FOR 2.55 FEET; THENCE S.87°24'26"E. FOR 59.84 FEET; THENCE S.02°35'34"W. FOR 58.06 FEET; THENCE S.89°16'11"E. FOR 19.37 FEET; THENCE S.89°17'00"E. FOR 76.01 FEET; THENCE N.73°31'04"E. FOR 257.37 FEET; THENCE S.40°08'18"E. FOR 170.06 FEET; THENCE S.07°52'46"W. FOR 91.37 FEET; THENCE S.00°19'05"E. FOR 64.46 FEET; THENCE N.90°00'00"E. FOR 21.01 FEET; THENCE S.00°19'06"E. FOR 242.14 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID TUCKERS BOULEVARD (STATE ROAD 762-AKA TUCKERS GRADE); THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING 7 COURSES: S.89°40'55"W. FOR 122.25 FEET; THENCE N.89°09'53"W. FOR 117.71 FEET; THENCE S.41°44'59"W. FOR 99.25 FEET; THENCE N.89°09'54"W. FOR 541.70 FEET; THENCE N.89°17'00"W. FOR 257.08 FEET; THENCE S.85°00'21"W. FOR 100.50 FEET; THENCE N.89°17'00"W. FOR 992.00 FEET TO THE POINT OF BEGINNING.

PARCELS CONTAIN 507.08 ACRES, MORE OR LESS.

Exhibit "C"

Legal Description and Sketch of Utility Easement Area

[See attached.]

DESCRIPTION

Parcel in
Section 35, Township 41 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 35, Township 41 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

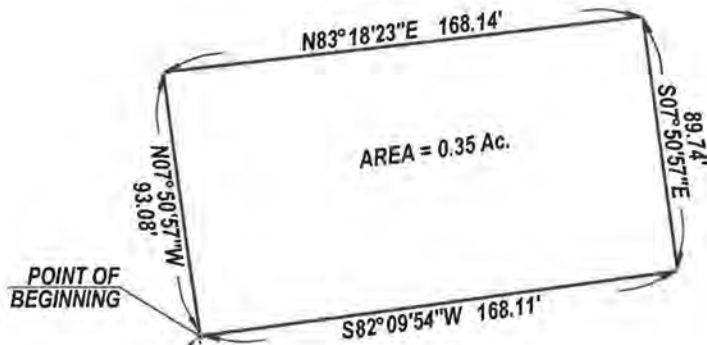
COMMENCING at the South Quarter corner of said Section 35 run S89°09'03"E along the South line of the Southeast Quarter (SE 1/4) of said Section 35 for 210.08 feet; thence run N00°50'57"E for 646.97 feet to the POINT OF BEGINNING.
From said Point of Beginning run N07°50'57"W for 93.08 feet; thence run N83°18'23"E for 168.14 feet; thence run S07°50'57"E for 89.74 feet; thence run S82°09'54"W for 168.11 feet to the POINT OF BEGINNING.
Containing 0.35 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/1990) and are based on South line of the of the Southeast Quarter (SE 1/4) of Section 35 to bear S89°09'03"E.

Digitally signed
by Scott A.
Wheeler, PSM
Date:
2021.12.13
'14:16:35 -05'00

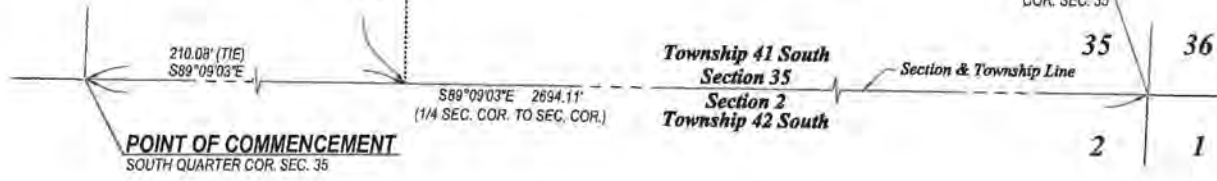


Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949



SE 1/4
Section 35
Township 41 South,
Range 23 East

AREA = 0.35 Ac.



POINT OF COMMENCEMENT
 SOUTH QUARTER COR. SEC. 35

NOTES:

- | | |
|--|--|
| 1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. | 7. PG. - DENOTES PAGE. |
| 2. D.B. - DENOTES DEED BOOK. | 8. P.U.E. - DENOTES PUBLIC UTILITY EASEMENT. |
| 3. D.E. - DENOTES DRAINAGE EASEMENT. | 9. BEARINGS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983/1990) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35 TO BEAR S89°09'03\"/> |
| 4. O.R. - DENOTES OFFICIAL RECORD BOOK, CHARLOTTE COUNTY PUBLIC RECORDS. | 10. DESCRIPTION IS ATTACHED. |
| 5. (P) - DENOTES PLAT. | |
| 6. P.B. - DENOTES PLAT BOOK. | |



THIS IS NOT A SURVEY

Digitally signed by
 Scott A. Wheeler, PSM
 Date: 2021.12.13
 14:17:02 -05'00



SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco
 and Associates, Inc.
 CIVIL ENGINEERING - LAND SURVEYING
 LAND PLANNING
 www.barraco.net

2771 WINDSOR BLVD., SUITE 100
 FORT MYERS, FLORIDA 33902-3900
 PHONE (239) 461-1770
 FAX (239) 461-1782

FLORIDA CERTIFICATE OF AUTHORIZATION
 ENGINEERING TITLE - SURVEYING LICENSE
 19789600000000000000

GREENPOINTE COMMUNITIES, LLC
 7707 BAYMEADOWS ROAD E
 SUITE 200
 JACKSONVILLE, FL 32206
 PHONE (904) 882-1338
 FAX (904) 882-0481

PROJECT DESCRIPTION
 A PARCEL OF LAND IN SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE	2021.12.13
PROJECT	SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA
CLIENT	GREENPOINTE COMMUNITIES, LLC
PROJECT NO.	2021.12.13
DATE	2021.12.13
BY	SCOTT A. WHEELER
CHECKED BY	SCOTT A. WHEELER
SCALE	AS SHOWN
FIELD BOOK	
PLANNING	

DATE	2021.12.13
PROJECT	SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA
CLIENT	GREENPOINTE COMMUNITIES, LLC
PROJECT NO.	2021.12.13
DATE	2021.12.13
BY	SCOTT A. WHEELER
CHECKED BY	SCOTT A. WHEELER
SCALE	AS SHOWN
FIELD BOOK	
PLANNING	

SKETCH TO ACCOMPANY DESCRIPTION

Exhibit “D”

Legal Description and Sketch of Drainage Connection Easement Areas

[See attached.]

DESCRIPTION

Parcel in
Section 35, Township 41 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 35, Township 41 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 35 run N89°09'50"W along the South line of the Southwest Quarter (SW 1/4) of said Section 35 for 140.50 feet; thence run N00°50'10"E for 479.68 feet to the POINT OF BEGINNING.

From said Point of Beginning run N42°51'02"W for 20.28 feet; thence run N47°08'58"E for 20.00 feet; thence run S42°51'02"E for 20.28 feet to a point on a non-tangent curve; thence run Southwesterly along an arc of a curve to the right of radius 215.00 feet (delta 05°19'54") (chord bearing S47°08'58"W) (chord 20.00 feet) for 20.01 feet to the POINT OF BEGINNING.

Containing 409 square feet or 0.01 acres, more or less.

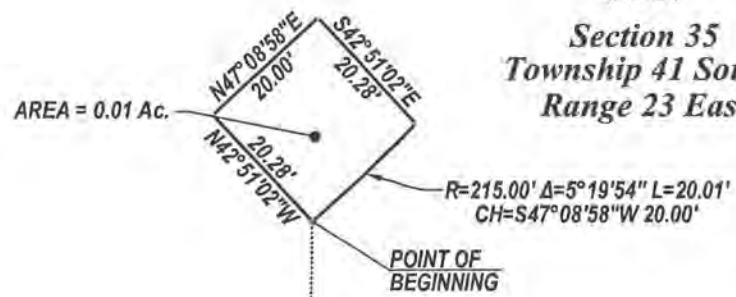
Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/1990) and are based on South line of the Southwest Quarter (SW 1/4) of said Section 35 to bear N89°09'50"W.

Digitally signed
by Scott A.
Wheeler, PSM
Date:
2021.12.13
'13:54:27 -05'00



Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

SW 1/4
Section 35
Township 41 South,
Range 23 East



- NOTES:**
- | | |
|--|--|
| 1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. | 7. PG. - DENOTES PAGE. |
| 2. D.B. - DENOTES DEED BOOK. | 8. P.U.E. - DENOTES PUBLIC UTILITY EASEMENT. |
| 3. D.E. - DENOTES DRAINAGE EASEMENT. | 9. BEARINGS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983/1990) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35 TO BEAR N89°09'50\"/> |
| 4. O.R. - DENOTES OFFICIAL RECORD BOOK, CHARLOTTE COUNTY PUBLIC RECORDS. | 10. DESCRIPTION IS ATTACHED. |
| 5. (P) - DENOTES PLAT. | |
| 6. P.B. - DENOTES PLAT BOOK. | |



THIS IS NOT A SURVEY

Digitally signed by
 Scott A. Wheeler,
 PSM
 Date: 2021.12.13
 13:54:47 -05'00



SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco
 and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING
 LAND PLANNING
 www.barraco.net
 3271 AMBERSON BLVD., SUITE 100
 FORT MYERS, FLORIDA 33907-2825
 PHONE (239) 661-1111
 FAX (239) 661-1388

FLORIDA CERTIFICATE OF A PROFESSIONAL ENGINEERING TITLE - SURVEYING LB-6940

ISSUED BY:
GREENPOINT COMMUNITIES, LLC
 7800 BAYMEADOWS ROAD E
 SUITE 200
 JACKSONVILLE, FL 32208
 PHONE (904) 962-0288
 FAX (904) 962-0481

PROJECT DESCRIPTION
 A PARCEL OF LAND IN SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA



FILE NAME: 20210828.DWG
 LAYOUT: 1
 LOCATION: C:\WORK\2021\20210828\20210828.DWG
 PLOT DATE: MON, 12-13-2021 1:28:56 PM
 PLOT BY: PSM/ASB

ISSUING DATA
 DRAWN BY: M. OLSON
 CHECKED BY: SAH
 SCALE: 1"=80'
 FIELD BOOK:

PLAN REVISIONS

NO.	DESCRIPTION

DATE SIGNED:

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT FILE NO.: 2021-12-13
 SHEET NUMBER: 2 OF 2

DESCRIPTION

Parcel in
Section 35, Township 41 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 35, Township 41 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

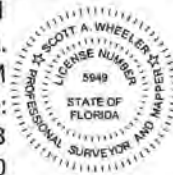
COMMENCING at the South Quarter corner of said Section 35 run S89°09'03"E along the South line of the Southeast Quarter (SE 1/4) of said Section 35 for 34.91 feet; thence run N00°50'57"E for 687.63 feet to a point on a non-tangent curve and the POINT OF BEGINNING.

From said Point of Beginning run Southwesterly along an arc of a curve to the left of radius 235.00 feet (delta 04°52'40") (chord bearing S59°22'26"W) (chord 20.00 feet) for 20.01 feet; thence run N30°37'34"W along a non-tangent line for 29.54 feet; thence run N59°22'26"E for 20.00 feet; thence run S30°37'34"E for 29.54 feet to the POINT OF BEGINNING.

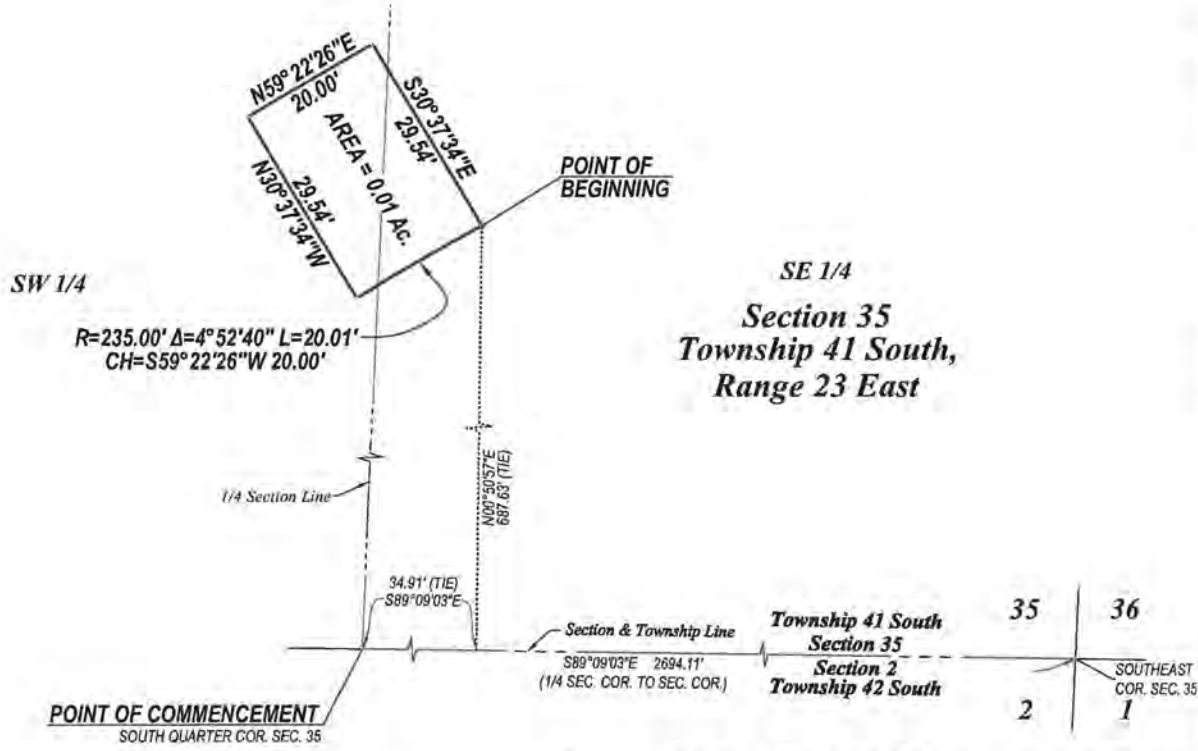
Containing 588 square feet or 0.01 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/1990) and are based on South line of the of the Southeast Quarter (SE 1/4) of Section 35 to bear S89°09'03"E.

Digitally signed
by Scott A.
Wheeler, PSM
Date:
2021.12.13
'13:55:17 -05'00



Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949



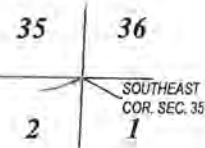
SW 1/4

SE 1/4

**Section 35
Township 41 South,
Range 23 East**

$R=235.00'$ $\Delta=4^{\circ}52'40''$ $L=20.01'$
 $CH=S59^{\circ}22'26''W$ $20.00'$

POINT OF COMMENCEMENT
SOUTH QUARTER COR. SEC. 35



- NOTES:**
- | | |
|--|---|
| 1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. | 7. PG. - DENOTES PAGE. |
| 2. D.B. - DENOTES DEED BOOK. | 8. P.U.E. - DENOTES PUBLIC UTILITY EASEMENT. |
| 3. D.E. - DENOTES DRAINAGE EASEMENT. | 9. BEARINGS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983/1990) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35 TO BEAR S89°09'03"E. |
| 4. O.R. - DENOTES OFFICIAL RECORD BOOK, CHARLOTTE COUNTY PUBLIC RECORDS. | 10. DESCRIPTION IS ATTACHED. |
| 5. (P) - DENOTES PLAT. | |
| 6. P.B. - DENOTES PLAT BOOK. | |



THIS IS NOT A SURVEY

Digitally signed by
 Scott A. Wheeler, PSM
 Date: 2021.12.13
 13:55:37 -05'00



SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco
 and Associates, Inc.
 CIVIL ENGINEERING - LAND SURVEYING
 LAND PLANNING
 www.barraco.net
 2277 WINDSOR BLVD., SUITE 100
 FORT MYERS, FLORIDA 33902-2988
 PHONE (239) 411-3170
 FAX (239) 411-3188
 FLORIDA CERTIFICATE OF AUTHORIZATION
 ENGINEERING 1983 - SURVEYING 18-9840

GREENPOINTE COMMUNITIES, LLC
 1201 BAYMEADOWS ROAD E
 SUITE 206
 JACKSONVILLE, FL 32256
 PHONE (904) 952-1550
 FAX (904) 956-2981

A PARCEL OF LAND IN SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NUMBER	2021-0012
LOCATION	ALBANY HIGHWAY/PHOTODUPLICATION
PLAT DATE	NOV. 01-2021 - 04:00 PM
PLATTED BY	PETER J. BARRACO
DATE SIGNED	
DRAWN BY	P. J. BARRACO
CHECKED BY	SAW
SCALE	1"=10'
FIELD BOOK	
DATE REVISION	
DESCRIPTION	
PROJECT FILE NO.	2021-0012
SHEET NUMBER	2 OF 2

DESCRIPTION

Parcel in
Section 35, Township 41 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 35, Township 41 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 35 run N89°09'50"W along the South line of the Southwest Quarter (SW 1/4) of said Section 35 for 1,221.76 feet; thence run N00°50'10"E for 423.02 feet to the POINT OF BEGINNING.

From said Point of Beginning run N89°23'58"W for 20.00 feet; thence run N00°36'02"E for 20.00 feet; thence run S89°23'58"E for 20.00 feet; thence run S00°36'02"W for 20.00 feet to the POINT OF BEGINNING.

Containing 400 square feet or 0.01 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/1990) and are based on South line of the Southwest Quarter (SW 1/4) of said Section 35 to bear N89°09'50"W.

Digitally signed
by Scott A.
Wheeler, PSM
Date: 2021.12.13
'13:53:33 -05'00



Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23961 - Tuckers Point Due Diligence\Surveying\Descriptions\sketch\23961SK05.doc

Exhibit “E”

Legal Description and Sketch of Construction Access Easement Area

[See attached.]

DESCRIPTION

Parcel in
Section 35, Township 41 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 35, Township 41 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 35 run N89°09'50"W along the South line of Southwest Quarter (SW 1/4) of said Section 35 for 842.81 feet; thence run N00°50'10"E for 63.34 feet to an intersection with the Northerly right of way line of Tuckers Grade (State Road No. 762) as shown on F.D.O.T. Right of Way Map, Section No. 01001-2501 and the POINT OF BEGINNING.

From said Point of Beginning run N89°17'00"W along said Northerly right of way line for 40.00 feet; thence run N00°43'00"E for 176.51 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 170.00 feet (delta 31°31'15") (chord bearing N16°28'37"E) (chord 92.35 feet) for 93.52 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 55.00 feet (delta 89°46'26") (chord bearing N12°38'58"W) (chord 77.63 feet) for 86.18 feet to a point of reverse curvature; thence run Northwesterly along an arc of a curve to the right of radius 95.00 feet (delta 18°38'44") (chord bearing N48°12'49"W) (chord 30.78 feet) for 30.92 feet; thence run S89°23'58"E along a non-tangent line for 61.50 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 95.00 feet (delta 76°28'15") (chord bearing S05°59'53"E) (chord 117.59 feet) for 126.79 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 130.00 feet (delta 31°31'15") (chord bearing S16°28'37"W) (chord 70.62 feet) for 71.52 feet to a point of tangency; thence run S00°43'00"W for 176.51 feet to the POINT OF BEGINNING.

Containing 0.35 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/1990) and are based on South line of the of the Southwest Quarter (SW 1/4) of Section 35 to bear N89°09'50"W.

Digitally signed
by Scott A.
Wheeler, PSM

Date:
2021.12.13
'14:13:58 -05'00



Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23961 - Tuckers Point Due Diligence\Surveying\Descriptions\sketch\23961SK01.doc

A PARCEL OF LAND IN SECTION 35, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

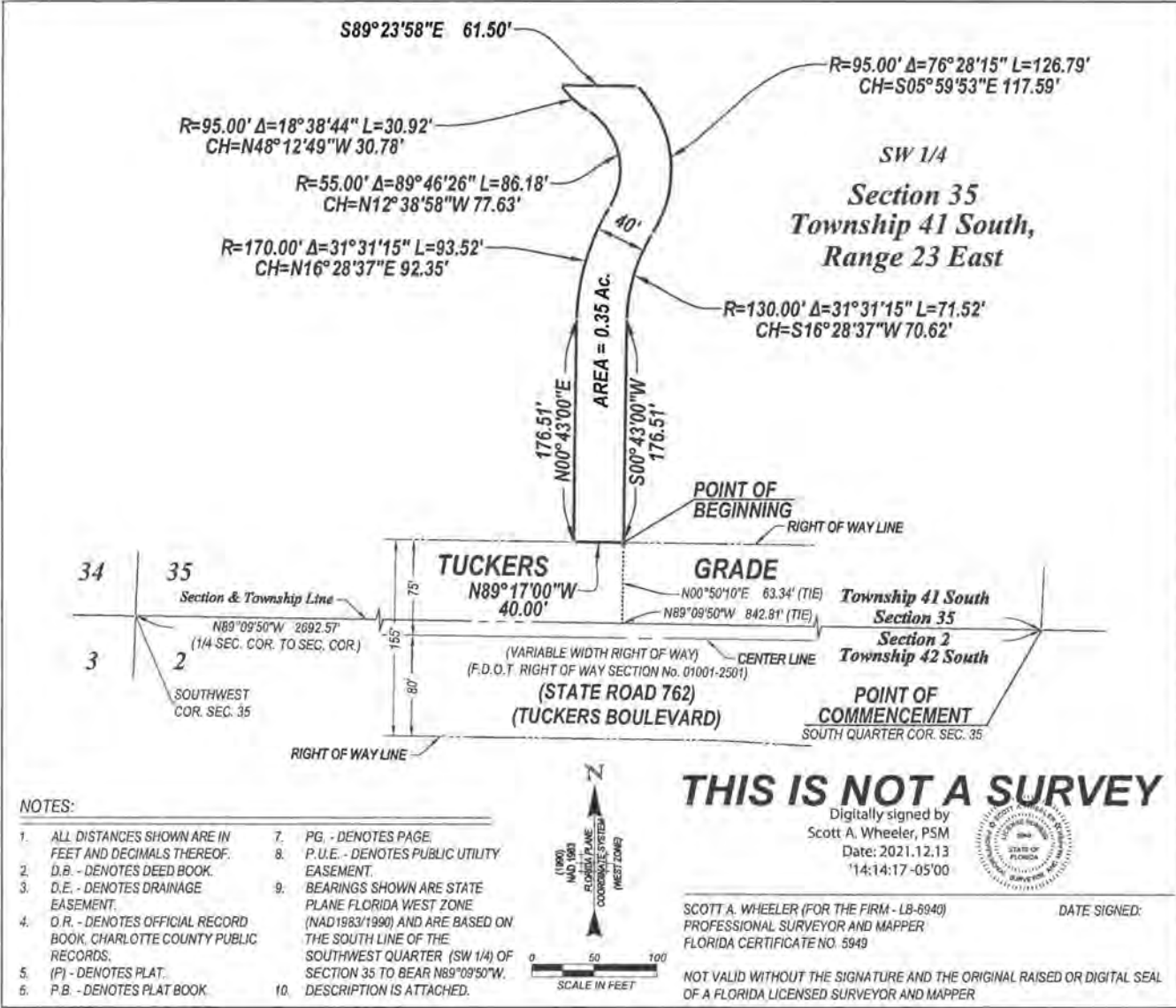


NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NO.	210612-001
SECTION	1
SECTION	1
PLAT DATE	NOV 24 2021 11:02 AM
PLAT BY	SCOTT WHEELER
ISSUED DATE	
ISSUED BY	A. WHEELER
EXPIRES ON	2021
SCALE	1"=100'
PLAT BOOK	
PLAT NUMBER	

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT FILE NO.	210612-001
DATE	12-13-21
PAGE	2 OF 2



THIS IS NOT A SURVEY

Digitally signed by
Scott A. Wheeler, PSM
Date: 2021.12.13
14:14:17 -05'00



SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

13A

ASSIGNMENT OF CONSTRUCTION CONTRACT

This ASSIGNMENT OF CONSTRUCTION CONTRACT (“**Assignment**”) is made effective as of December __, 2021, by and between **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**Assignor**”), and **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (“**Assignee**”), and joined and consented to by **GUYMANN CONSTRUCTION OF FLORIDA, INC.**, a Florida corporation (“**Contractor**”) with reference to the following facts:

A. Assignor, as owner, and Contractor, as trade contractor, are parties to that certain Trade Contractor Agreement dated September 24, 2021, as assigned (collectively, the “**Construction Contract**”), regarding the construction of certain off-site utility improvements in Charlotte County, Florida, as more particularly described in the Construction Contract.

B. Pursuant to Section 13.2 of the Construction Contract, Assignor may assign the Construction Contract to the Assignee provided Contractor consents to this Assignment.

C. Assignor desires to assign all of its rights, title, interest and obligations in, to and under the Construction Contract to Assignee, and Assignee desires to accept such assignment and assume Assignor’s rights, title, interest and obligations under the Construction Contract.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Construction Contract.

2. Assignment. Assignor hereby assigns, transfer, conveys, delivers and otherwise sets over unto Assignee, its successors and assigns, the Construction Contract and all of Assignor’s rights, title, interest and obligations under the Construction Contract, including, without limitation, all payments made thereunder.

3. Assumption. Assignee hereby assumes all of Assignor’s rights, title, and interest in and to the Construction Contract, and obligations pertaining thereto which are applicable to the period, and required to be performed, from and after the Effective Date, but not otherwise.

4. Counterparts; PDF. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing and delivering this Assignment, Portable Document Format (pdf) signatures shall be treated as originals and shall be binding on the parties.

[Signatures on following page.]

[Signature page to Assignment of Construction Contract – Guymann]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first written above.

ASSIGNOR:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by Graydon E. Miars, Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.
(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires: _____

(NOTARY SEAL)

[Signatures continue on following page.]

[Signature page to Assignment of Construction Contract – Guymann]

ASSIGNEE:

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

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by _____, as _____ of the Tuckers Pointe Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who is personally known to me or has produced _____ as identification. *(type of identification)*

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

[Signatures continue on following page.]

[Signature page to Assignment of Construction Contract – Guymann]

**JOINED AND CONSENTED TO BY
GUYMANN CONSTRUCTION OF
FLORIDA, INC.,** a Florida corporation

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of December, 2021, by _____, as _____ of Guymann Construction of Florida, Inc., a Florida corporation, on behalf of such corporation, who is personally known to me or has produced _____ as identification.

(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires: _____

(NOTARY SEAL)

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

13B

ASSIGNMENT OF CONSTRUCTION CONTRACT

This ASSIGNMENT OF CONSTRUCTION CONTRACT (“**Assignment**”) is made effective as of December __, 2021, by and between **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**Assignor**”), and **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (“**Assignee**”), and joined and consented to by **JP WISEMAN CONSTRUCTION SERVICES LLC**, a Florida limited liability company (“**Contractor**”) with reference to the following facts:

A. Assignor, as owner, and Contractor, as construction manager, are parties to that certain Standard Owner and Construction Manager as Agent Agreement dated September 24, 2021, as assigned (collectively, the “**Construction Contract**”), regarding construction management services in connection with the construction of certain off-site utility improvements in Charlotte County, Florida, as more particularly described in the Construction Contract.

B. Pursuant to Section 13.2 of the Construction Contract, Assignor may assign the Construction Contract to the Assignee provided Contractor consents to this Assignment.

C. Assignor desires to assign all of its rights, title, interest and obligations in, to and under the Construction Contract to Assignee, and Assignee desires to accept such assignment and assume Assignor’s rights, title, interest and obligations under the Construction Contract.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Construction Contract.

2. Assignment. Assignor hereby assigns, transfer, conveys, delivers and otherwise sets over unto Assignee, its successors and assigns, the Construction Contract and all of Assignor’s rights, title, interest and obligations under the Construction Contract, including, without limitation, all payments made thereunder.

3. Assumption. Assignee hereby assumes all of Assignor’s rights, title, and interest in and to the Construction Contract, and obligations pertaining thereto which are applicable to the period, and required to be performed, from and after the Effective Date, but not otherwise.

4. Counterparts; PDF. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing and delivering this Assignment, Portable Document Format (pdf) signatures shall be treated as originals and shall be binding on the parties.

[Signatures on following page.]

[Signature page to Assignment of Construction Contract – Wiseman]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first written above.

ASSIGNOR:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by Graydon E. Miars, Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.
(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires: _____

(NOTARY SEAL)

[Signatures continue on following page.]

[Signature page to Assignment of Construction Contract – Wiseman]

ASSIGNEE:

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

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by _____, as _____ of the Tuckers Pointe Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who is personally known to me or has produced _____ as identification. *(type of identification)*

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

[Signatures continue on following page.]

[Signature page to Assignment of Construction Contract – Wiseman]

**JOINED AND CONSENTED TO BY JP
WISEMAN CONSTRUCTION SERVICES
LLC, a Florida limited liability company**

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by _____, as _____ of JP Wiseman Construction Services LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or has produced _____ as identification.

(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires: _____

(NOTARY SEAL)

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

14

Prepared by and after recording
return to:

Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

ASSIGNMENT OF RAILWAY LICENSE AGREEMENTS

This ASSIGNMENT OF RAILWAY LICENSE AGREEMENTS (“**Assignment**”) is made effective as of December 15, 2021, by and between **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**Assignor**”), and **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (“**Assignee**”), and joined and consented to by **SEMINOLE GULF RAILWAY LIMITED PARTNERSHIP**, a Delaware limited partnership (“**SGLR**”), with reference to the following facts:

A. Assignor, as licensee, and SGLR, as licensor, are parties to that certain License Agreement for Underground Sewer Main Installation and Occupation Tuckers Grade, Charlotte County, Florida dated November 19, 2021 and that certain License Agreement for Underground Water Main Installation and Occupation Tuckers Grade, Charlotte County, Florida dated November 19, 2021 (collectively, the “**Agreements**”), regarding licenses for the construction, use, maintenance, repair, and removal of certain utility improvements across and under that certain real property located in Charlotte County, Florida, more particularly described in the Agreements.

B. Pursuant to Section 16 of each of the Agreements, Assignor may assign the Agreements to the Assignee provided SGLR joins in this Assignment and Assignor pays the current Preparation Fee (as defined in the Agreements) under the Agreements.

C. Assignor desires to assign all of its rights, title, interest and obligations in, to and under the Agreements to Assignee, and Assignee desires to accept such assignment and assume Assignor’s rights, title, interest and obligations under the Agreements.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Agreements.

2. Assignment. Assignor hereby assigns, transfer, conveys, delivers and otherwise sets over unto Assignee, its successors and assigns, the Agreements and all of Assignor’s rights, title, interest and obligations under the Agreements, including, without limitation, any Preparation Fees paid thereunder.

3. Assumption. Assignee hereby assumes all of Assignor's rights, title, and interest in and to the Agreements, and obligations pertaining thereto which are applicable to the period, and required to be performed, from and after the Effective Date, but not otherwise.

4. Counterparts; PDF. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing and delivering this Assignment, Portable Document Format (pdf) signatures shall be treated as originals and shall be binding on the parties.

[Signatures on following page.]

[Signature page to Assignment of Railway License Agreements]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first written above.

ASSIGNOR:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ___ day of December, 2021, by Joseph D. Boff, President of Tuckers Point, LLC, a Florida limited liability company, the general partner of Tuckers Point I Limited Partnership, a Florida limited partnership, on behalf of the partnership, (check one) [] who is personally known to me [] who has produced a _____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

[Signatures continue on following page.]

[Signature page to Assignment of Railway License Agreements]

ASSIGNEE:

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

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by _____, as _____ of the Tuckers Pointe Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who is personally known to me or has produced _____ as identification. *(type of identification)*

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

[Signatures continue on following page.]

[Signature page to Assignment of Railway License Agreements]

**JOINED AND CONSENTED TO BY
SEMINOLE GULF RAILWAY LIMITED
PARTNERSHIP**, a Delaware limited partnership

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by _____, as _____ of the Seminole Gulf Railway Limited Partnership, a Delaware limited partnership, on behalf of such partnership, who is personally known to me or has produced _____ as identification.

(type of identification)

Notary Public, State of _____
Printed name: _____
My Commission Expires: _____

(NOTARY SEAL)

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

15A

Prepared by and after recording
return to:

Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

ASSIGNMENT OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

This ASSIGNMENT OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT (“**Assignment**”) is made effective as of December ____, 2021, by and between **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**Assignor**”), and **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (“**Assignee**”), with reference to the following facts:

A. Assignor, as grantee, and Ijeoma I. Akusoba, as Trustee for Ijeoma I. Akusoba, Revocable Trust dated May 16, 2006 (“**Grantor**”), as grantor, are parties to that certain Temporary Construction and Access Easement dated November 15, 2021, as assigned (collectively, the “**Easement Agreement**”), regarding a temporary, non-exclusive construction and access easement over, across and through Grantor’s property located in Charlotte County, Florida for the installation of utilities within the Burnt Store Road and Notre Dame Boulevard rights-of-way, all as more particularly described in the Easement Agreement.

B. Assignor desires to assign all of its rights, title, interest and obligations in, to and under the Easement Agreement to Assignee, and Assignee desires to accept such assignment and assume Assignor’s rights, title, interest and obligations under the Easement Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Easement Agreement.

2. Assignment. Assignor hereby assigns, transfer, conveys, delivers and otherwise sets over unto Assignee, its successors and assigns, the Easement Agreement and all of Assignor’s rights, title, interest and obligations under the Easement Agreement, including, without limitation, all payments paid to Grantor pursuant to the terms of the Easement Agreement.

3. Assumption. Assignee hereby assumes all of Assignor’s rights, title, and interest in and to the Easement Agreement, and obligations pertaining thereto which are applicable to the period, and required to be performed, from and after the Effective Date, but not otherwise.

4. Counterparts; PDF. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing and delivering this Assignment, Portable Document Format (pdf) signatures shall be treated as originals and shall be binding on the parties.

[Signatures on following page.]

[Signature page to Assignment of Temporary Construction and Access Easement - Akusoba]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first written above.

ASSIGNOR:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by Graydon E. Miars, Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of such entity, who is personally known to me or has produced _____ as identification.
(type of identification)

Notary Public

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

[Signatures continue on following page.]

[Signature page to Assignment of Temporary Construction and Access Easement - Akusoba]

ASSIGNEE:

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

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by _____, as _____ of the Tuckers Pointe Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who is personally known to me or has produced _____ as identification. *(type of identification)*

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

15B

Prepared by and after recording
return to:

Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

ASSIGNMENT OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

This ASSIGNMENT OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT (“**Assignment**”) is made effective as of December ____, 2021, by and between **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**Assignor**”), and **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (“**Assignee**”), with reference to the following facts:

A. Assignor, as grantee, and 4 Down Cattle Company LLC (“**Grantor**”), as grantor, are parties to that certain Temporary Construction and Access Easement dated October 28, 2021, as assigned (collectively, the “**Easement Agreement**”), regarding a temporary, non-exclusive construction and access easement over, across and through Grantor’s property located in Charlotte County, Florida for the installation of utilities within the Burnt Store Road and Notre Dame Boulevard rights-of-way, all as more particularly described in the Easement Agreement.

B. Assignor desires to assign all of its rights, title, interest and obligations in, to and under the Easement Agreement to Assignee, and Assignee desires to accept such assignment and assume Assignor’s rights, title, interest and obligations under the Easement Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Easement Agreement.

2. Assignment. Assignor hereby assigns, transfer, conveys, delivers and otherwise sets over unto Assignee, its successors and assigns, the Easement Agreement and all of Assignor’s rights, title, interest and obligations under the Easement Agreement, including, without limitation, all payments paid to Grantor pursuant to the terms of the Easement Agreement.

3. Assumption. Assignee hereby assumes all of Assignor’s rights, title, and interest in and to the Easement Agreement, and obligations pertaining thereto which are applicable to the period, and required to be performed, from and after the Effective Date, but not otherwise.

4. Counterparts; PDF. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing and delivering this Assignment, Portable Document Format (pdf) signatures shall be treated as originals and shall be binding on the parties.

[Signatures on following page.]

[Signature page to Assignment of Temporary Construction and Access Easement - 4 Down Cattle Company LLC]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first written above.

ASSIGNOR:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by Graydon E. Miars, Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of such entity, who is personally known to me or has produced _____ as identification.
(type of identification)

Notary Public

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

[Signatures continue on following page.]

[Signature page to Assignment of Temporary Construction and Access Easement - 4 Down Cattle Company LLC]

ASSIGNEE:

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

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of December, 2021, by _____, as _____ of the Tuckers Pointe Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who is personally known to me or has produced _____ as identification. *(type of identification)*

Notary Public, State of _____
Printed name: _____
My Commission Expires: _____

(NOTARY SEAL)

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

15C

Prepared by and after recording
return to:

Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

ASSIGNMENT OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

This ASSIGNMENT OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT (“**Assignment**”) is made effective as of December ____, 2021, by and between **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**Assignor**”), and **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes* (“**Assignee**”), with reference to the following facts:

A. Assignor, as grantee, and Joseph R. Herbert, III and Cristie K. Herbert, husband and wife (collectively “**Grantor**”), as grantor, are parties to that certain Temporary Construction and Access Easement dated August 4, 2021, as assigned (collectively, the “**Easement Agreement**”), regarding a temporary, non-exclusive construction and access easement over, across and through Grantor’s property located in Charlotte County, Florida for the installation of utilities within the Burnt Store Road and Notre Dame Boulevard rights-of-way, all as more particularly described in the Easement Agreement.

B. Assignor desires to assign all of its rights, title, interest and obligations in, to and under the Easement Agreement to Assignee, and Assignee desires to accept such assignment and assume Assignor’s rights, title, interest and obligations under the Easement Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Easement Agreement.

2. Assignment. Assignor hereby assigns, transfer, conveys, delivers and otherwise sets over unto Assignee, its successors and assigns, the Easement Agreement and all of Assignor’s rights, title, interest and obligations under the Easement Agreement.

3. Assumption. Assignee hereby assumes all of Assignor’s rights, title, and interest in and to the Easement Agreement, and obligations pertaining thereto which are applicable to the period, and required to be performed, from and after the Effective Date, but not otherwise.

4. Counterparts; PDF. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing and delivering this Assignment, Portable Document Format (pdf) signatures shall be treated as originals and shall be binding on the parties.

[Signatures on following page.]

[Signature page to Assignment of Temporary Construction and Access Easement - Herberts]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first written above.

ASSIGNOR:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by Graydon E. Miars, Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of such entity, who is personally known to me or has produced _____ as identification.
(type of identification)

Notary Public

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

[Signatures continue on following page.]

[Signature page to Assignment of Temporary Construction and Access Easement - Herberts]

ASSIGNEE:

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

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of December, 2021, by _____, as _____ of the Tuckers Pointe Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who is personally known to me or has produced _____ as identification. *(type of identification)*

Notary Public, State of _____
Printed name: _____
My Commission Expires:

(NOTARY SEAL)

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

16

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2021**

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2021**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Due from Landowner	\$ 33,079	\$ 23,669	\$ 56,748
Total assets	<u>\$ 33,079</u>	<u>\$ 23,669</u>	<u>\$ 56,748</u>
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 26,002	\$ 23,669	\$ 49,671
Due to Landowner	-	23,669	23,669
Accrued wages payable	1,000	-	1,000
Tax payable	77	-	77
Landowner advance	6,000	-	6,000
Total liabilities	<u>33,079</u>	<u>47,338</u>	<u>80,417</u>
 DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	27,079	-	27,079
Total deferred inflows of resources	<u>27,079</u>	<u>-</u>	<u>27,079</u>
 Fund balances:			
Restricted for:			
Debt service	-	(23,669)	(23,669)
Unassigned	(27,079)	-	(27,079)
Total fund balances	<u>(27,079)</u>	<u>(23,669)</u>	<u>(50,748)</u>
 Total liabilities and fund balances	<u>\$ 33,079</u>	<u>\$ 23,669</u>	<u>\$ 56,748</u>

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 94,890	0%
Total revenues	<u>-</u>	<u>-</u>	<u>94,890</u>	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	4,000	48,000	8%
Legal	-	-	15,000	0%
Engineering	750	750	10,000	8%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	-	-	1,000	0%
Trustee	-	-	4,000	0%
Telephone	33	33	400	8%
Postage	-	-	750	0%
Printing & binding	62	62	750	8%
Legal advertising	-	-	2,000	0%
Annual special district fee	-	-	175	0%
Insurance	5,000	5,000	5,500	91%
Contingencies/bank charges	-	-	650	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	
Total professional & administrative	<u>9,845</u>	<u>9,845</u>	<u>94,890</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	(9,845)	(9,845)	-	
Fund balances - beginning	<u>(17,234)</u>	<u>(17,234)</u>	-	
Fund balances - ending	<u><u>\$ (27,079)</u></u>	<u><u>\$ (27,079)</u></u>	<u><u>\$ -</u></u>	

*These items will be realized after the issuance of bonds.

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>1,380</u>	<u>1,380</u>
Total debt service	<u>1,380</u>	<u>1,380</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (1,380)	 (1,380)
 Fund balances - beginning	 <u>(22,289)</u>	 <u>(22,289)</u>
Fund balances - ending	<u><u>\$(23,669)</u></u>	<u><u>\$(23,669)</u></u>

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

17A

DRAFT
MINUTES OF MEETING
TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

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4
5 A Landowners' Meeting of the Tuckers Pointe Community Development District was
6 held on October 13, 2021, at 10:00 a.m., at the Centennial Park Recreation Center, 1120
7 Centennial Boulevard, Port Charlotte, Florida 33953.

8
9 **Present at the meeting were:**

10
11 Chuck Adams District Manager
12 Joseph Boff Landowner/Assistant Secretary
13 Joel Bobrow Chair
14 Tim Boff Vice Chair
15 Karen Bishop Assistant Secretary

16
17
18 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

19
20 Mr. Adams called the meeting to order at 10:15 a.m. Supervisors Bobrow, Tim Boff, Joe
21 Boff and Bishop were present, in person. Supervisor Bloom was not present.

22
23 **SECOND ORDER OF BUSINESS**

Affidavit/Proof of Publication

24
25 The affidavit of publication was included for informational purposes.

26
27 **THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners'
Meeting**

28
29 Those in attendance agreed to Mr. Adams serving as Chair to conduct the Landowners'
30 meeting.
31

32
33 **FOURTH ORDER OF BUSINESS**

Election of Supervisors [All Seats]

34
35 **A. Nomination**

36 The following nominations were made:

37 Seat 1 Tim Boff
38 Seat 2 Joel Bobrow
39 Seat 3 Randy Bayard

73
74
75
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78

Secretary/Assistant Secretary

Chair/Vice Chair

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

17B

DRAFT

**MINUTES OF MEETING
TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Tuckers Pointe Community Development District held Multiple Hearings and a Regular Meeting on October 13, 2021, immediately following the adjournment of the Landowners' Meeting, scheduled to commence at 10:00 A.M., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

Present at the meeting were:

Joel Bobrow	Chair
Tim Boff	Vice Chair
Karen Bishop	Assistant Secretary
Randy BAYARD	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Greg Urbancic	District Counsel
Carl Barraco (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:20 a.m. Supervisors Bobrow, Tim Boff and Bishop were present, in person. Supervisor-Elect Randy BAYARD was present. Supervisor Bloom was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Initial Board of Supervisors *(the following will also be provided in a separate package)*

Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. BAYARD. He provided and briefly explained the following items:

of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District’s Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

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146

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2022-04, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Tuckers Pointe Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

Mr. Adams presented Resolution 2022-04 and stated that this action would facilitate the placement of assessments on the property tax bills going forward.

Mr. Adams opened the Public Hearing.

No members of the public spoke.

Mr. Adams closed the Public Hearing.

On MOTION by Mr. Bobrow and seconded by Ms. Bishop, with all in favor, Resolution 2022-04, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Tuckers Pointe Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements

147 • *Hear Testimony from the affected property owners as to the propriety and advisability*
148 *of making the improvements and funding them with special assessments on the*
149 *property.*

150 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*
151 *all complaints as to the special assessments on a basis of justice and right.*

152 These items were addressed below.

153 **A. Affidavit/Proof of Publication**

154 The affidavit of publication was included for informational purposes.

155 **B. Mailed Notice to Property Owner(s)**

156 These items were included for informational purposes.

157 **C. Master Engineer's Report (for informational purposes)**

158 **D. Master Special Assessment Methodology Report (for informational purposes)**

159 Mr. Adams discussed the Engineer's Report and the Master Special Assessment
160 Methodology Report.

161 **E. Consideration of Resolution 2022-05, Making Certain Findings; Authorizing a Capital**
162 **Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of**
163 **Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming**
164 **and Levying Special Assessments; Addressing the Finalization of Special Assessments;**
165 **Addressing the Payment of Special Assessments and the Method of Collection;**
166 **Providing for the Allocation of Special Assessments and True-Up Payments;**
167 **Addressing Government Property, and Making Provisions Relating to the Transfer of**
168 **Real Property to Units of Local, State and Federal Government; Authorizing the**
169 **Recording of an Assessment Notice; and Providing for Severability, Conflicts and an**
170 **Effective Date**

171 Mr. Urbancic presented Resolution 2022-05. He explained that today the Board would
172 sit as an Equalization Board during the Public Hearing with respect to the levying of
173 assessments. The Resolution is essentially ratifying and adopting the Engineer's Report and the
174 Assessment Methodology Report and confirming and equalizing the assessments. The data in
175 both Reports, project costs and estimated assessments remain unchanged. The Resolution

176 directs Staff to update the books and contemplate the uniform method of collection of
177 assessments, once lots are platted.

178 In response to a question regarding if the Resolution allows the CDD to increase the per
179 unit assessment, Mr. Urbancic stated, in order to increase the assessment on a per unit basis,
180 the Board would have to undergo a new Public Hearing process. If the number of units
181 contemplated are not constructed, a True-up payment would be made by the
182 Landowner/Developer and Staff would monitor the per acre assessment versus how many units
183 are platted. A Board Member pointed out that Exhibit A is just the legal description with no
184 sketch attached and, although he could check the document against the original, he would feel
185 more comfortable if a sketch is attached.

- 186 • ***Hear Testimony from the affected property owners as to the propriety and advisability***
187 ***of making the improvements and funding them with special assessments on the***
188 ***property.***

189 **Mr. Adams opened the Public Hearing.**

190 No members of the public spoke.

191 **Mr. Adams closed the Public Hearing.**

- 192 • ***Thereafter, the governing authority shall meet as an equalizing board to hear any and***
193 ***all complaints as to the special assessments on a basis of justice and right.***

194 The Board, sitting as the Equalizing Board, made no changes.

195

196 **On MOTION by Mr. Bobrow and seconded by Mr. BAYARD, with all in favor,**
197 **Resolution 2022-05, Making Certain Findings; Authorizing a Capital**
198 **Improvement Plan; Adopting an Engineer’s Report; Providing an Estimated**
199 **Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving,**
200 **Confirming and Levying Special Assessments; Addressing the Finalization of**
201 **Special Assessments; Addressing the Payment of Special Assessments and the**
202 **Method of Collection; Providing for the Allocation of Special Assessments and**
203 **True-Up Payments; Addressing Government Property, and Making Provisions**
204 **Relating to the Transfer of Real Property to Units of Local, State and Federal**
205 **Government; Authorizing the Recording of an Assessment Notice; and**
206 **Providing for Severability, Conflicts and an Effective Date, was adopted.**

207

208

209 **NINTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**
210 **2020/2021 Budget**

211
212 **A. Affidavit of Publication**

213 The affidavit of publication was included for informational purposes.

214 **B. Consideration of Resolution 2022-06, Relating to the Annual Appropriations and**
215 **Adopting the Budgets for the Fiscal Year Ending September 30, 2021; Authorizing**
216 **Budget Amendments; and Providing an Effective Date**

217 Mr. Adams stated the CDD must have an adopted Fiscal Year 2020/2021 budget even
218 though the new budget year commenced as of October 1, 2021. No changes were made to the
219 proposed Fiscal Year 2021 budget since the last meeting. This was a Developer-contribution
220 budget.

221 **Mr. Adams opened the Public Hearing.**

222 No members of the public spoke.

223 **Mr. Adams closed the Public Hearing.**

224 Mr. Adams presented Resolution 2022-06.

225

226 **On MOTION by Mr. Boff and seconded by Ms. Bloom, with all in favor,**
227 **Resolution 2022-06, Relating to the Annual Appropriations and Adopting the**
228 **Budgets for the Fiscal Year Ending September 30, 2021; Authorizing Budget**
229 **Amendments; and Providing an Effective Date, was adopted.**

230

231

232 **TENTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**
233 **2021/2022 Budget**

234
235 **A. Affidavit of Publication**

236 The affidavit of publication was included for informational purposes.

237 **B. Consideration of Resolution 2022-07, Relating to the Annual Appropriations and**
238 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending**
239 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
240 **Date**

241 Mr. Adams reviewed the proposed Fiscal Year 2022 budget and stated it was a full-year
242 Developer-contribution budget.

243 **Mr. Adams opened the Public Hearing.**

244 No members of the public spoke.

245 **Mr. Adams closed the Public Hearing.**

246 Mr. Adams presented Resolution 2022-07.

247

248 **On MOTION by Mr. Bobrow and seconded by Mr. BAYARD, with all in favor,**
249 **Resolution 2022-07, Relating to the Annual Appropriations and Adopting the**
250 **Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September**
251 **30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,**
252 **was adopted.**

253

254

255 **ELEVENTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments
and Objections to the Adoption of the
Rules of Procedure, Pursuant to Sections
120.54 and 190.035, Florida Statutes**

256

257

258

259

260 **A. Affidavits of Publication**

261 The affidavits of publication were included for informational purposes.

262 **B. Consideration of Resolution 2022-08, Adopting Rules of Procedure; Providing a
263 Severability Clause; and Providing an Effective Date**

264 Mr. Adams presented Resolution 2022-08 and the Rules of Procedure.

265 **Mr. Adams opened the Public Hearing.**

266 No members of the public spoke.

267 **Mr. Adams closed the Public Hearing.**

268

269 **On MOTION by Mr. Boff and seconded by Ms. Bloom, with all in favor,**
270 **Resolution 2022-08, Adopting Rules of Procedure; Providing a Severability**
271 **Clause; and Providing an Effective Date, was adopted.**

272

273

274 **TWELFTH ORDER OF BUSINESS** **Consideration of Response to Request for**
 275 **Qualifications (RFQ) for Engineering**
 276 **Services**

277 **A. Affidavit of Publication**

278 The affidavit of publication was included for informational purposes.

279 **B. RFQ Package**

280 A copy of the RFQ Package was included for informational purposes.

281 **C. Respondent**

- 282 • **Barraco and Associates, Inc.**

283 Barraco and Associates, Inc. (Barraco), was the sole respondent.

284 **D. Competitive Selection Criteria/Ranking**

285 The Board Members completed the Selection Criteria form.

286 **E. Award of Contract**

287 As the sole respondent and based on the Selection Criteria, Barraco and Associates, Inc.

288 would be ranked as the #1 ranked respondent.

289

290 **On MOTION by Ms. Bloom and seconded by Mr. Bobrow, with all in favor,**
 291 **ranking Barraco and Associates, Inc. as the #1 ranked and most qualified and**
 292 **responsive respondent and awarding the Engineering Services contract to**
 293 **Barraco and Associates, Inc., was approved.**

294

295

296 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Responses to Request for**
 297 **Proposals (RFP) for Annual Audit Services**

299 **A. Affidavit of Publication**

300 The affidavit of publication was included for informational purposes.

301 **B. RFP Package**

302 A copy of the RFP Package was included for informational purposes.

303 **C. Respondents**

- 304 **I. Berger, Toombs, Elam, Gaines & Frank**

- 305 **II. Carr, Riggs & Ingram, LLC**

- 306 **III. Grau & Associates**

307 **IV. McDirmit Davis, LLC**

308 Mr. Adams stated all respondents were equally well-qualified. He summarized the
 309 proposed fee schedules. Berger, Toombs, Elam, Gaines & Frank (BTEGF) was the most
 310 affordable, at \$3,015 for the first year and increasing to \$3,285 by year five. Discussion ensued
 311 regarding pricing and the impact of bond issuances on audit costs.

312 **D. Auditor Evaluation Matrix/Ranking**

313 The Board Members completed the Auditor Evaluation Matrix.

314 **E. Award of Contract**

315 Mr. Adams stated that, based on the scores, BTEGF was the #1 ranked firm, with a total
 316 score of 392 points out of 400, Carr, Riggs & Ingram, LLC (CRI) ranked #2, McDirmit Davis, LLC
 317 ranked #3 and Grau & Associates ranked #4.

318

319 **On MOTION by Mr. BAYARD and seconded by Mr. Bobrow, with all in favor,**
 320 **ranking Berger, Toombs, Elam, Gaines & Frank as the #1 ranked and most**
 321 **qualified and responsive respondent and awarding the Annual Audit Services**
 322 **contract to Berger, Toombs, Elam, Gaines & Frank, was approved.**

323

324

325 **FOURTEENTH ORDER OF BUSINESS**

Approval of August 13, 2021
Organizational Meeting Minutes

326

327

328 Mr. Adams presented the August 13, 2021 Organizational Meeting Minutes.

329

330 **On MOTION by Mr. Bobrow and seconded by Mr. Boff, with all in favor, the**
 331 **August 13, 2021 Organizational Meeting Minutes, as presented, were**
 332 **approved.**

333

334

335 **FIFTEENTH ORDER OF BUSINESS**

Staff Reports

336

337 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

338 Mr. Urbancic stated the Bond Validation Hearing is scheduled for November 29, 2021.
 339 Staff would forward the information to the Board.

340 **B. District Engineer (Interim): *Barraco and Associates, Inc.***

341 There was no report.

342 As Barraco was officially appointed District Engineer, "Interim" would be removed going
343 forward.

344 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 345 • **NEXT MEETING DATE: November 10, 2021 at 10:00 A.M.**

346 Mr. Adams stated the November 10, 2021 meeting would be cancelled and the next
347 meeting would be held on December 8, 2021, unless cancelled.

348

349 **SIXTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

350

351 There were no Board Members' comments or requests.

352

353 **SEVENTEENTH ORDER OF BUSINESS** **Public Comments**

354

355 There were no public comments.

356

357 **EIGHTEENTH ORDER OF BUSINESS** **Adjournment**

358

359 There being nothing further to discuss, the meeting adjourned.

360

361 **On MOTION by Mr. Bobrow and Seconded by Mr. Boff, with all in favor, the**
362 **meeting adjourned at 11:00 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair