

TUCKERS POINTE

**COMMUNITY DEVELOPMENT
DISTRICT**

February 25, 2022

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

February 18, 2022

Board of Supervisors
Tuckers Pointe Community Development District

Dear Board Members:

The Board of Supervisors of the Tuckers Pointe Community Development District will hold a Regular Meeting on February 25, 2022 at 10:00 a.m., at the Country Inn and Suites, 24244 Corporate Court, Port Charlotte, Florida 33954. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Presentation of Supplement #1 to the Master Engineers' Report *(for informational purposes)*
4. Presentation of Final First Supplemental Special Assessment Methodology Report *(for informational purposes)*
5. Consideration of Resolution 2022-11, Supplementing Resolution No. 2022-05 Which Resolution Previously Equalized, Approved, Confirmed, Imposed and Levied Special Assessments on and Peculiar to Property Specially Benefited (Apportioned Fairly and Reasonably) by the District's Projects; Approving and Adopting the Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report Prepared by Wrathell, Hunt & Associates, LLC Dated February 10, 2022, Which Applies the Methodology Previously Adopted to Special Assessments Reflecting the Specific Terms of the Tuckers Pointe Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project); Providing for the Update of the Improvement Lien Book; and Providing for Severability, Conflicts, and an Effective Date
6. Consideration of Resolution 2022-12, Supplementing Resolution No. 2022-05 Which Resolution Previously Equalized, Approved, Confirmed, Imposed and Levied Special Assessments on and Peculiar To Property Specially Benefited (Apportioned Fairly and Reasonably) by the District's Projects; Approving and Adopting the Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report Prepared by Wrathell, Hunt & Associates, LLC Dated February 10, 2022, Which Applies the Methodology Previously Adopted to Special Assessments Reflecting the Specific Terms of the Tuckers Pointe Community Development District Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project); Providing for the Update of the Improvement Lien Book; and Providing for Severability, Conflicts, and an Effective Date

ATTENDEES:

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

NOTE: Meeting Location

7. Consideration of Issuer’s Counsel Documents
 - A. Acquisition Agreement (Phase 1 Project)
 - B. Completion Agreement (Phase 1 Project)
 - C. True-Up Agreement (Phase 1 Project)
 - D. Collateral Assignment (Phase 1 Project)
 - E. Declaration of Consent (Phase 1 Project)
 - F. Lien of Record (Phase 1 Project)
 - G. Notice of the Assessments (Phase 1 Project)
 - H. Acquisition Agreement (Master Infrastructure Project)
 - I. Completion Agreement (Master Infrastructure Project)
 - J. True-Up Agreement (Master Infrastructure Project)
 - K. Collateral Assignment (Master Infrastructure Project)
 - L. Declaration of Consent (Master Infrastructure Project)
 - M. Lien of Record (Master Infrastructure Project)
 - N. Notice of the Assessments (Master Infrastructure Project)
8. Acceptance of Unaudited Financial Statements as of January 31, 2022
9. Approval of January 12, 2022 Regular Meeting Minutes
10. 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: March 17, 2022 at 2:00 PM
 - QUORUM CHECK

Jim McGowan	<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
Ellen Johnson	<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
Grady Miars	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

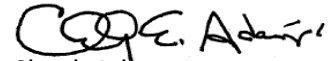
11. Board Members’ Comments/Requests

12. Public Comments

13. 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

3

SUPPLEMENT #1

TO THE

MASTER ENGINEER'S REPORT

FOR

TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT

DATED AUGUST 13, 2021

BY

BARRACO AND ASSOCIATES, INC.
2271 MCGREGOR BOULEVARD, SUITE 100
FORT MYERS, FLORIDA 33901

JANUARY 12, 2022

Carl A. Barraco, P.E.
Florida Registration No. 38536
Florida Certificate of Authorization No. 7995
Barraco and Associates, Inc.
2271 McGregor Boulevard, Suite 100
Fort Myers, Florida 33901

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Introduction

1.1 Purpose and Scope

The Tuckers Pointe Community Development District Master Engineer’s Report (the “Original Report”) dated August 13, 2021 and adopted by the Tuckers Pointe Community Development District (the “District”) Board of Supervisors on August 13, 2021 was prepared to assist with the financing, construction and acquisition of public infrastructure improvements to be undertaken to support the development of Tuckers Pointe (the “Development”). The purpose of this report (the “Supplemental #1”) is to address the initial construction consisting of offsite improvements to be known as the “2022 Master Infrastructure Project” and the first phase of the onsite project to be known as the “2022 Phase 1 Project”.

The 2022 Master Improvements Project includes all offsite utilities and roadway improvements as described in Section 3.5 “Offsite Utility and Roadway Improvements” of the Original Report.

The 2022 Phase I Project includes onsite public facilities consisting of stormwater/drainage, roadways, potable water distribution, sanitary sewer and collection transmission and irrigation distribution infrastructure needed to serve the initial 354 residential units within the District.

The status of permits required for both the 2022 Master Improvement Project and the 2022 Phase I Project are provided in Table 1 and Table 2, respectively. A legal description which encompasses the 2022 Phase I Project is attached as Exhibit A.

Facility Description	Master Infrastructure Project Costs	Phase 1 Project Costs	Total 2022 Project Costs
Stormwater Management/Drainage	\$0.00	\$5,645,000	\$5,645,000
Onsite Roadways	\$0.00	\$2,000,000	\$2,000,000
Potable Water Distribution	\$0.00	\$988,000	\$988,000
Sanitary Sewer Collection and Transmission	\$0.00	\$1,542,000	\$1,542,000
Irrigation Distribution	\$0.00	\$585,000	\$585,000
Offsite Utilities/Roadways	\$13,400,000	\$0	\$13,400,000
Sub Total	\$13,400,000	\$10,760,000	\$24,160,000
Professional Consultant Fees	\$2,680,000	\$2,152,000	\$4,832,000
20% Contingency	\$3,216,000	\$2,582,000	\$5,798,000
Grand Total	\$19,296,000	\$15,494,000	\$34,790,000

Table 1– Permitting Matrix 2022 Master Improvement Project					
Agency	Permit	Permit No.	Issued	Expiration	Status
Charlotte County (Offsite Roadway)	Limited Review Development Order	TBD	TBD	TBD	TBD
Charlotte County (Offsite Utility)	Limited Review Development Order	TBD	TBD	TBD	TBD
Charlotte County	Development Order	TBD	TBD	TBD	TBD
Florida Department of Environmental FDEP	NPDES NOI	TBD	TBD	TBD	TBD
	Sewer Transmission System	TBD	TBD	TBD	TBD
Florida Department of Health (FDOH)	Water Distribution	TBD	TBD	TBD	TBD

Table 2– Permitting Matrix 2022 Phase I Project					
Agency	Permit	Permit No.	Issued	Expiration	Status
Charlotte County	Comprehensive Plan Amendment	TBD	TBD	TBD	County Review
Charlotte County	Zoning Resolution	TBD	TBD	TBD	County Review
Army Corps of Engineers	Dredge and Fill	TBD	TBD	TBD	TBD
South Florida Water Management District (SWFWMD)	Environmental Resource Permit (ERP) Modification	43028355.003	TBD	TBD	TBD
SWFWMD	Water Use Permit (Dewatering)	TBD	TBD	TBD	TBD
SWFWMD	Water Use Permit (Irrigation)	20020791.00	11/21/2018	11/21/2038	Approved
Charlotte County	Development Order	TBD	TBD	TBD	TBD
Charlotte County	Vegetation Permit	NA	NA	NA	NA
Florida Department of Environmental Protection (FDEP)	NPDES NOI	TBD	TBD	TBD	TBD
FDEP	Sewer Transmission System	TBD	TBD	TBD	TBD
Florida Department of Health (FDOH)	Water Distribution	TBD	TBD	TBD	TBD

Exhibit A
2022 Phase I Project Limits

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 Southwest corner of said Section 35 run N02°25'26"E along the West line of the Southwest Quarter (SW 1/4) of said Section 35 for 1,050.44 feet to an intersection with the Northeasterly right of way line of the Atlantic Coast Line Railroad and the POINT OF BEGINNING.

From said Point of Beginning continue N02°25'26"E along said West line for 1,681.82 feet to the West Quarter corner of said Section 35; thence run N89°28'41"E along the South line of the Northwest Quarter (NW 1/4) of said Section 35 for 1,351.88 feet to the Southeast corner of the of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 35; thence run N02°30'44"E along the East line of said Fraction and continuing along the Northerly prolongation thereof for 1,387.18 feet; thence run N88°48'10"E for 29.64 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of a curve to the left of radius 572.50 feet (delta 28°36'04") (chord bearing S59°26'06"E) (chord 282.82 feet) for 285.78 feet to a point of tangency; thence run S73°44'07"E for 139.87 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 177.50 feet (delta 28°24'22") (chord bearing S59°31'56"E) (chord 87.10 feet) for 88.00 feet to a point of tangency; thence run S45°19'45"E for 175.41 feet; thence run S48°59'33"E for 52.60 feet; thence run S82°53'00"E for 130.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 147.50 feet (delta 04°21'05") (chord bearing S04°56'28"W) (chord 11.20 feet) for 11.20 feet to a point of tangency; thence run S02°45'55"W for 297.42 feet; thence run S87°14'05"E for 14.71 feet; thence run N73°59'55"E for 64.27 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 88°12'39") (chord bearing S61°53'46"E) (chord 41.76 feet) for 46.19 feet to a point of tangency; thence run S17°47'26"E for 26.70 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 29°33'14") (chord bearing S32°34'03"E) (chord 15.30 feet) for 15.47 feet to a point of tangency; thence run S47°20'40"E for 35.12 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 30.00 feet (delta 78°21'57") (chord bearing S08°09'42"E) (chord 37.91 feet) for 41.03 feet to a point of tangency; thence run S31°01'16"W for 28.67 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 45.00 feet (delta 34°12'13") (chord bearing S13°55'10"W) (chord 26.47 feet) for 26.86 feet to a point of tangency; thence run S03°10'57"E for 33.43 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 45.00 feet (delta 48°07'07") (chord bearing S27°14'30"E) (chord 36.69 feet) for 37.79 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 30.00 feet (delta 85°48'10") (chord bearing S08°23'59"E) (chord 40.84 feet) for 44.93 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 25.00 feet (delta 33°03'21") (chord bearing S17°58'25"W) (chord 14.22 feet) for 14.42 feet to a point of reverse curvature; thence

run Southwesterly along an arc of a curve to the right of radius 30.00 feet (delta 69°02'38") (chord bearing S35°58'04"W) (chord 34.00 feet) for 36.15 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 422.50 feet (delta 07°14'15") (chord bearing S66°52'16"W) (chord 53.33 feet) for 53.37 feet to a point of tangency; thence run S63°15'09"W for 90.31 feet; thence run S26°44'51"E for 195.00 feet; thence run S63°15'09"W for 37.55 feet; thence run S28°31'31"E for 139.92 feet; thence run S78°41'08"E for 35.12 feet to a point on a radial curve; thence run Northeasterly along an arc of a curve to the right of radius 30.00 feet (delta 51°56'28") (chord bearing N37°17'06"E) (chord 26.27 feet) for 27.20 feet to a point of tangency; thence run N63°15'20"E for 72.27 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 77.50 feet (delta 28°13'39") (chord bearing N77°22'09"E) (chord 37.80 feet) for 38.18 feet to a point of tangency; thence run S88°31'01"E for 360.74 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 76°30'59") (chord bearing S50°15'31"E) (chord 37.15 feet) for 40.06 feet to a point of tangency; thence run S12°00'02"E for 111.87 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 827.50 feet (delta 15°09'04") (chord bearing S04°25'30"E) (chord 218.19 feet) for 218.82 feet to a point of tangency; thence run S03°09'02"W for 176.79 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 1,111.00 feet (delta 10°07'34") (chord bearing S01°54'45"E) (chord 196.10 feet) for 196.35 feet to a point of tangency; thence run S06°58'32"E for 199.32 feet; thence run N83°01'28"E for 150.00 feet; thence run S06°58'32"E for 108.66 feet; thence run S08°07'15"E for 46.52 feet; thence run S07°00'55"E for 173.79 feet; thence run S80°45'28"W for 20.98 feet; thence run S35°59'59"W for 574.46 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 810.00 feet (delta 41°38'14") (chord bearing S20°19'41"E) (chord 575.77 feet) for 588.63 feet to a point of tangency; thence run S00°29'26"W for 525.82 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; thence run N89°17'09"W along said Northerly right of way line for 120.00 feet; thence run N00°29'26"E for 525.36 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 690.00 feet (delta 36°42'58") (chord bearing N17°52'03"W) (chord 434.64 feet) for 442.17 feet to a point of reverse curvature; thence run Northwesterly along an arc of a curve to the right of radius 150.00 feet (delta 22°49'34") (chord bearing N24°48'45"W) (chord 59.36 feet) for 59.76 feet to a point of reverse curvature; thence run Northwesterly along an arc of a curve to the left of radius 150.00 feet (delta 32°23'41") (chord bearing N29°35'49"W) (chord 83.68 feet) for 84.81 feet to a point of tangency; thence run N45°47'39"W for 160.33 feet; thence run S44°12'21"W for 136.66 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 147.50 feet (delta 22°39'06") (chord bearing S55°31'54"W) (chord 57.93 feet) for 58.31 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the right of radius 30.00 feet (delta 113°38'00") (chord bearing N56°19'34"W) (chord 50.22 feet) for 59.50 feet to a point of tangency; thence run N00°29'26"E for 2.06 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing N44°30'34"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run N89°30'34"W for 943.24 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 274.50 feet (delta 46°07'44") (chord bearing S67°25'34"W) (chord 215.08 feet) for 221.00 feet to a point of tangency; thence run S44°21'42"W for 361.52 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 402.00 feet (delta 35°23'12") (chord bearing S26°40'06"W) (chord 244.35 feet) for 248.28 feet to a point of tangency; thence run S08°58'30"W for 322.69 feet to an intersection with said

Northeasterly right of way line of the Atlantic Coast Line Railroad; thence run $N45^{\circ}44'31''W$ along said Northeasterly right of way line for 1,125.00 feet to the POINT OF BEGINNING.

Containing 148.21 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the West line of the Southwest Quarter (SW 1/4) of Section 35 to bear $N02^{\circ}25'26''E$.

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

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TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

4

TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT

Final First Supplemental Special Assessment
Methodology Report

February 10, 2022



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Final First Supplemental Special Assessment Methodology Report (the "First Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated August 13, 2021 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Tuckers Pointe Community Development District (the "District") located in unincorporated Charlotte County, Florida. This First Supplemental Report was developed in relation to funding by the District of a portion of the costs of acquisition and construction of public infrastructure improvements referred to as the 2022 Phase 1 Project (to be defined further later herein).

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District's overall public infrastructure improvements (the "Project") as described in the Master Engineer's Report of Barraco and Associates, Inc. dated August 13, 2021 (the "Master Engineer's Report") as supplemented by the Supplement #1 to the Master Engineer's Report also prepared by Barraco and Associates, Inc. and dated January 28, 2022 (the "Supplemental Engineer's Report"). This First Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of that portion of the Project planned to be implemented by the District commencing in 2022 (the "2022 Phase 1 Project") as described in the Engineer's Report.

1.3 Special Benefits and General Benefits

Public improvements undertaken and funded by the District as part of the 2022 Phase 1 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's 2022 Phase 1 Project enables properties within its boundaries to be developed.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the 2022

Phase 1 Project. However, these benefits are only incidental since the 2022 Phase 1 Project is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the 2022 Phase 1 Project and do not depend upon the 2022 Phase 1 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The 2022 Phase 1 Project will provide public infrastructure and improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such public improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the 2022 Phase 1 Project. Even though the exact value of the benefits provided by the 2022 Phase 1 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Project and the 2022 Phase 1 Project as determined by the District Engineer.

Section Four discusses the current financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves and is wholly contained within a portion of the Tuckers Pointe development (the "Development" or "Tuckers Pointe"), a +/- 565-acre, master planned, mixed-use development located in unincorporated Charlotte County. The part of the Development contained within the boundaries of the District contains an area of +/- 507.08 acres, is projected to be developed as a master planned residential community, and is generally located west of Interstate 75, east of US 41, and north of Tuckers Grade Boulevard.

2.2 The Development Program

The development of land within the District is anticipated to be conducted by GreenPointe, LLC or its associates (the “Developer”). Based upon the information provided by the Developer, the current development plan for land within the District envisions a total of 1,332 residential units developed in four (4) phases, including a total of 354 residential units in Phase 1 and 978 residential units in Phases 2, 3 and 4, referred to herein as the Future Phases, although phasing, residential land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for the District.

3.0 The Project and the 2022 Phase 1 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Project and 2022 Phase 1 Project

The public infrastructure improvements that are projected to be needed to support the development of land in the District, referred to as the Project, are described in the Master Engineer's Report and are projected to consist of storm water management/drainage, onsite roadways, potable water distribution, sanitary sewer collection and transmission, irrigation distribution, and offsite utility and roadways. As the development of land in the District is projected to occur in multiple phases, the construction/acquisition of the public infrastructure improvements that comprise the Project is similarly projected to occur in multiple stages, with the first stage, as described in the Supplemental Engineer's Report, projected to commence in 2022 and referred to in the Supplemental Engineer's Report as the 2022 Phase 1 Project.

The 2022 Phase 1 Project represents the first stage of construction of the Project and contains certain onsite roadway as well as offsite utilities and roadway improvements, which due to their support of and service to all units projected to be developed within the District were referred to in the Supplemental Engineer's Report as the 2022 Master Improvements Project. In addition, the 2022 Phase 1 Project

also contains certain storm water management/drainage, onsite roadways, potable water distribution, sanitary sewer collection and transmission, and irrigation distribution improvements needed to serve the 354 residential units in Phase 1 and referred to in the Supplemental Engineer's Report as the 2022 Phase 1 Project. The District Engineer estimated the costs of the 2022 Master Improvements Project at \$16,733,200 and the costs of the 2022 Phase 1 Project at \$15,448,400.

Even though the Project is anticipated to be developed in multiple stages to coincide with and support the development of the land within the District, all of the infrastructure included in the Project will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another. According to the District Engineer, the total costs of the Project are estimated at \$55,384,000. Table 2 in the *Appendix* illustrates the specific components of the Project and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within Phase 1. It is the District's intention to finance a portion of the costs of the 2022 Phase 1 Project with proceeds of its Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) (the "Series 2022 Bonds") in the principal amount of \$9,600,000 and its Special Assessment Revenue Notes, Series 2022 (Master Infrastructure Project) (the "Series 2022 Notes") in the principal amount of \$13,500,000. The Series 2022 Bonds will finance public infrastructure construction/acquisition costs in the estimated amount of \$8,553,546.82 while the Series 2022 Notes will finance public infrastructure construction/acquisition costs in the estimated amount of \$11,888,042.87.

As the Series 2022 Bonds and the Series 2022 Notes combined will finance only a portion of the costs of the 2022 Phase 1 Project in the estimated total amount of \$20,441,589.69, the District expects that the Developer will fund or contribute to the District public infrastructure valued at estimated \$7,717,618.15, while other public infrastructure valued at estimated \$4,022,392.16 may be funded with proceeds of future indebtedness issued by the District and/or contributed to the District by the Developer.

4.2 Types of Bonds and Notes Issued

The supplemental financing plan for the District provides for the issuance of the Series 2022 Bonds in the principal amount of \$9,600,000 to finance an estimated \$8,553,546.82 in costs of the 2022 Phase 1 Project and issuance of the Series 2022 Notes in the principal amount of \$13,500,000 to finance an estimated \$11,888,042.87 in costs of the 2022 Phase 1 Project. The Series 2022 Bonds are structured to be repaid in 30 annual installments following an approximately 8-month capitalized interest period, while the Series 2022 Notes are structured to be repaid in a single installment at maturity approximately 10 years and 8 months from issuance following an approximately 14-month capitalized interest period. Interest payments on the Series 2022 Bonds and Series 2022 Notes will be made every May 1 and November 1, and principal payments on the Series 2022 Bonds will be made every May 1.

In order to finance the improvements and other costs, the District will incur indebtedness in the total amount of \$23,100,000. The difference between the funded costs of the 2022 Phase 1 Project and principal amount of the Series 2022 Bonds and Series 2022 Notes is comprised of funding for the debt service reserve, capitalized interest and costs of issuance, including underwriter's discount, as well a net premium for the Series 2022 Bonds and an original issue discount for the Series 2022 Notes. The Final estimated sources and uses of funding for the Series 2022 Bonds and Series 2022 Notes are presented in Table 3 of the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2022 Bonds and Series 2022 Notes provides the District with funds necessary to construct/acquire the public infrastructure improvements which are part of the 2022 Phase 1 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District. General benefits accrue to areas outside the District, but are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2022 Phase 1 Project. All properties that receive special benefits from the 2022 Phase 1

Project will be assessed for their fair share of the debt issued in order to finance the 2022 Phase 1 Project.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 1,332 residential units developed in four (4) phases, including a total of 354 residential units in Phase 1 and 978 residential units in the Future Phases, although phasing, residential land use types and unit numbers may change throughout the development period.

The public infrastructure included in the 2022 Phase 1 Project will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the 2022 Phase 1 Project have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the public improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

In following the Master Report, this First Supplemental Report proposes to allocate the benefit associated with the 2022 Phase 1 Project to the different product types proposed to be developed within the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types contemplated to be developed within

the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each product type, and the share of the benefit received by each product type. Table 4 illustrates the derivation of the number of ERU units for the Phase 1 units, the Future Phases units, as well as all units projected to be developed within the District.

The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Project less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the District's public infrastructure improvements that are part of the Project.

In order to facilitate the marketing of the residential units projected to be developed in Phase 1 and the Future Phases, the Developer requested that the District not sell indebtedness to fund the entire 2022 Phase 1 Project and instead limit the amount of annual assessments for debt service on the Series 2022 Bonds and the Series 2022 Notes to certain maximum levels. To that end, Table 5 in the *Appendix* illustrates the amounts of costs of the 2022 Phase 1 Project costs (divided into the 2022 Master Improvements Project and 2022 Phase 1 Project) allocable to the Phase 1 units based on the ERU benefit allocation presented in Table 4, as well as the amounts of costs of the 2022 Phase 1 Project that will be financed with proceeds of the Series 2022 Bonds and Series 2022 Notes, and the amounts of costs of the 2022 Phase 1 Project that are expected to be contributed by the Developer. The portion of the 2022 Phase 1 Project not funded with proceeds of the Series 2022 Bonds in the estimated amount of \$7,717,618.15 will be funded by the Developer pursuant to a completion agreement.

Table 5 also illustrates the amounts of costs of the 2022 Master Improvements Project and the combined 2022 Phase 1 Project and the Future Phases Project allocable to the Future Phases based on the ERU benefit allocation presented in Table 4, as well as the amounts of costs of the Project that will be financed with proceeds of

the Series 2022 Bonds and Series 2022 Notes, and the amounts of costs of the 2022 Phase 1 Project that are expected to be funded by the District with proceeds of future indebtedness and/or contributed to the District by the Developer.

Table 6 in the *Appendix* presents the apportionment of the assessments associated with funding a portion of the District's 2022 Phase 1 Project with proceeds of the Series 2022 Bonds (the "Bond Assessments") and Series 2022 Notes (the "Note Assessments"), as well as the annual levels of payments on such Bond Assessments and Note Assessments.

No Bond Assessments or Note Assessments are allocated herein to the private amenities or other common areas planned for the development within the District. Such amenities and areas will be owned and operated by the homeowner's association, will be available for use by all of the residents of the District, and are considered a common element for the exclusive benefit of lot owners. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all platted lots in the District. As such, no Bond Assessments or Note Assessments will be assigned to the amenities and common areas.

5.3 Assigning Bond Assessment

As the land in the District is not yet platted for its intended final use and the precise location of the various product types by phase and by lot or parcel is unknown, the Bond Assessments and Note Assessments will initially be levied on all of the land in the District on an equal pro-rata gross acre basis and thus the Bond Assessments and Note Assessments in the combined estimated total amount of the \$23,100,000 will be preliminarily levied on approximately 507.08 +/- gross acres at a rate of \$45,554.94 per gross acre.

When the land is platted, the Bond Assessments or Note Assessments, depending on the location of the platted property, will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Such allocation of Bond Assessments or Note Assessments from unplatted gross acres to platted parcels will reduce the amount of Bond Assessments or Note Assessments levied on unplatted gross acres within the District.

In the event unplatted land (the "Transferred Property") is sold to a third party not affiliated with the Developer, the Bond Assessments or Note Assessments will be assigned to such Transferred Property

at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Final First Supplemental Report. The owner of the Transferred Property will be responsible for the total Bond Assessments or Note Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total amount of Bond Assessments or Note Assessments is fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Bond Assessments or Note Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's public improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public improvements which are part of the 2022 Phase 1 Project make the land in the District developable and saleable and when implemented jointly as parts of the 2022 Phase 1 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the public improvements is delineated in Table 4 (expressed as the ERU factors).

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the 2022 Phase 1 Project.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of Bond Assessments or Note Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs, it is possible that the development plan may change as well resulting in a different number of ERUs. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Bond Assessments and Note Assessments on a unit basis never exceed the initially allocated assessment as contemplated in the adopted assessment methodology as contemplated in this Final First Supplemental Report and illustrated in Table 6 in the *Appendix*.

If as a result of platting or sale of unplatted land and apportionment of the Bond Assessments or Note Assessments to platted or sold parcels of land within the District, the Bond Assessments or Note Assessments for developable land that remains unplatted or unsold within the District are equal to the levels shown in Table 6 in the *Appendix*, then no true-up adjustment will be necessary.

If as a result of platting or sale of unplatted land and apportionment of the Bond Assessments or Note Assessments to platted or sold parcels of land within the District, the Bond Assessments or Note Assessments for developable land that remains unplatted or unsold within the District are equal to less than the levels in shown in Table 6 in the *Appendix* (a result of an overall larger number of units or

larger units being substituted for smaller units), then the per unit Bond Assessments for all units within Phase 1 or Note Assessments for all units within Future Phases will be lowered if that state persists at the conclusion of platting of all land within the District, or shall otherwise be adjusted to the to the extent permitted by Florida law and in the District's sole discretion.

If as a result of platting or sale of unplatted land and apportionment of the Bond Assessments or Note Assessments to platted or sold parcels of land within the District, the Bond Assessments or Note Assessments for developable land that remains unplatted or unsold within the District are more than the levels in shown in Table 6 in the *Appendix* (as a result of an overall smaller number of units or smaller units being substituted for larger units), taking into account any future development plans for the unplatted or unsold lands – in the District's reasonable discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in the Bond Assessments or Note Assessments plus accrued interest will be collected from the owner of the property which platting or sale caused the increase of Bond Assessments or Note Assessments on the unplatted or unsold land within the District to occur. Such a collection right exists as part of the applicable assessment liens established by the District's assessment resolutions hereunder, and an additional collection right may also exist pursuant to true-up agreement(s) to be entered into between the District and the Developer and/or landowners, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the District (which will transmit to the Trustee) for redemption of the Series 2022 Bonds or Series 2022 Notes a true-up payment equal to the difference between the actual Bond Assessments or Note Assessments per unit and the Bond Assessments or Note Assessments as illustrated in Table 6 in the *Appendix* plus accrued interest to the next succeeding interest payment date on the Series 2022 Bonds or Series 2022 Notes, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be calculated to the following interest payment date (or such other time as set forth in the supplemental indenture for the Series 2022 Bonds secured by the Bond Assessments or Series 2022 Notes secured by the Note Assessments).

5.7 Final Assessment Roll

Based on the per gross acre assessment proposed in Section 5.2, the Bond Assessments of \$9,600,000 and the Note Assessments of \$13,500,000 are proposed to be levied uniformly over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Final First Supplemental Report. For additional information on the structure of the Series 2022 Bonds or Series 2022 Notes and related items, please refer to an offering statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Tuckers Pointe

Community Development District

Development Plan

Product Type	Future Phases				Total Number of Units
	Phase 1 Number of Units	Phase 2 Number of Units	Phase 3 Number of Units	Phase 4 Number of Units	
Townhome	0	0	0	372	372
SF 40'	99	16	126	0	241
SF 50'	195	177	130	0	502
SF 60'	60	60	97	0	217
Total	354	253	353	372	1,332

Table 2

Tuckers Pointe

Community Development District

Project Costs

Improvement	2022 Master	2022 Phase 1	Future Phases	Total Project
	Improvements Project Costs			
Storm Water Management/Drainage	\$0	\$5,407,000	\$5,449,000	\$10,856,000
Onsite Roadways	\$442,000	\$1,349,000	\$3,764,000	\$5,555,000
Potable Water Distribution	\$0	\$1,504,000	\$1,239,000	\$2,743,000
Sanitary Sewer Collection and Transmission	\$0	\$2,452,000	\$1,830,000	\$4,282,000
Irrigation Distribution	\$0	\$1,180,000	\$445,000	\$1,625,000
Offsite Utility Improvements/Roadways	\$13,400,000	\$0	\$0	\$13,400,000
Professional Fees	\$1,370,000	\$2,152,000	\$4,170,000	\$7,692,000
Contingency	\$1,521,200	\$1,404,400	\$6,305,400	\$9,231,000
Total	\$16,733,200	\$15,448,400	\$23,202,400	\$55,384,000

Table 3

Tuckers Pointe

Community Development District

Final Sources and Uses of Funds

	Series 2022 Bonds	Series 2022 Notes	Total
Sources			
Bond Proceeds:			
Par Amount	\$9,600,000.00	\$13,500,000.00	\$23,100,000.00
Net Premium/Original Issue Discount	\$37,594.90	-\$142,290.00	-\$104,695.10
Total Sources	\$9,637,594.90	\$13,357,710.00	\$22,995,304.90
Uses			
Project Fund Deposits:			
Project Fund	\$8,553,546.82	\$11,888,042.87	\$20,441,589.69
Other Fund Deposits:			
Debt Service Reserve Fund	\$547,737.50	\$489,375.00	\$1,037,112.50
Capitalized Interest Fund	\$251,013.96	\$579,093.75	\$830,107.71
Delivery Date Expenses:			
Costs of Issuance	\$93,296.62	\$131,198.38	\$224,495.00
Underwriter's Discount	\$192,000.00	\$270,000.00	\$462,000.00
Total Uses	\$9,637,594.90	\$13,357,710.00	\$22,995,304.90

Table 4

Tuckers Pointe

Community Development District

Benefit Allocation

Product Type	Phase 1 Number of Units	Future Phases Number of Units	ERU Weight	Phase 1 Number of ERUs	Future Phases Number of ERUs	Total Number of ERUs
Townhome	0	372	0.60	0.00	223.20	223.20
SF 40'	99	142	0.80	79.20	113.60	192.80
SF 50'	195	307	1.00	195.00	307.00	502.00
SF 60'	60	157	1.20	72.00	188.40	260.40
Total	354	978		346.20	832.20	1,178.40

Table 5

Tuckers Pointe

Community Development District

Phase 1 2022 Project Costs Allocation

Product Type	Phase 1 Number of Units	2022 Master Improvements Project Costs Allocable to Phase 1*	2022 Phase 1 Project Costs Allocable to Phase 1*	Total 2022 Project Costs Allocable to Phase 1	Total 2022 Project Costs Allocable to Phase 1 Funded with Series 2022 Bonds	Total 2022 Project Costs Allocable to Phase 1 Funded with Series 2022 Notes	Total 2022 Project Costs Allocable to Phase 1 Contributed by the Developer
Townhome	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SF 40'	99	\$1,124,634.62	\$2,597,711.61	\$3,722,346.23	\$1,956,790.61	\$0.00	\$1,765,555.63
SF 50'	195	\$2,768,986.76	\$6,395,880.86	\$9,164,867.62	\$4,817,855.66	\$0.00	\$4,347,011.96
SF 60'	60	\$1,022,395.11	\$2,361,556.01	\$3,383,951.12	\$1,778,900.55	\$0.00	\$1,605,050.57
Total	354	\$4,916,016.50	\$11,355,148.47	\$16,271,164.97	\$8,553,546.82	\$0.00	\$7,717,618.15

Future Phases 2022 Project and Future Phases Project Costs Allocation

Product Type	Future Phases Number of Units	2022 Master Improvements Project Costs Allocable to Future Phases*	2022 Phase 1 Project and Future Phases Project Costs Allocable to Future Phases*	Total Project Costs Allocable to Future Phases	Total Project Costs Allocable to Future Phases Funded with Series 2022 Bonds	Total Project Costs Allocable to Future Phases Funded with Series 2022 Notes	Total Project Costs Allocable to Future Phases Funded with Future Bonds
Townhome	372	\$3,169,424.85	\$7,320,823.63	\$10,490,248.47	\$0.00	\$3,188,429.67	\$7,301,818.81
SF 40'	142	\$1,613,112.29	\$3,726,010.59	\$5,339,122.88	\$0.00	\$1,622,784.99	\$3,716,337.89
SF 50'	307	\$4,359,379.16	\$10,069,412.42	\$14,428,791.58	\$0.00	\$4,385,519.30	\$10,043,272.28
SF 60'	157	\$2,675,267.21	\$6,179,404.89	\$8,854,672.10	\$0.00	\$2,691,308.91	\$6,163,363.19
Total	978	\$11,817,183.50	\$27,295,651.53	\$39,112,835.03	\$0.00	\$11,888,042.87	\$27,224,792.16

* Based on ERU benefit allocation in Table 4

Table 6

Tuckers Pointe

Community Development District

Assessment Apportionment

Product Type	Phase 1 Number of Units	Total Cost Allocation	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Bond Assessments Debt Service per Unit - Principal and Interest Only	Annual Bond Assessments Debt Service per Unit - paid on County Tax Bill in March*
Townhome	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SF 40'	99	\$1,956,790.61	\$2,196,187.18	\$22,183.71	\$1,265.71	\$1,346.50
SF 50'	195	\$4,817,855.66	\$5,407,279.03	\$27,729.64	\$1,582.14	\$1,683.13
SF 60'	60	\$1,778,900.55	\$1,996,533.80	\$33,275.56	\$1,898.57	\$2,019.76
Total	354	\$8,553,546.82	\$9,600,000.00			

Product Type	Future Phases Number of Units	Total Cost Allocation	Total Note Assessments Apportionment	Note Assessments Apportionment per Unit	Annual Note Assessments Debt Service per Unit - Interest Only
Townhome	372	\$3,188,429.67	\$3,620,764.24	\$9,733.24	\$352.83
SF 40'	142	\$1,622,784.99	\$1,842,826.24	\$12,977.65	\$470.44
SF 50'	307	\$4,385,519.30	\$4,980,173.04	\$16,222.06	\$588.05
SF 60'	157	\$2,691,308.91	\$3,056,236.48	\$19,466.47	\$705.66
Total	978	\$11,888,042.87	\$13,500,000.00		

* Includes costs of collection, early payment discount and assumes payment in **March**

Exhibit "A"

Bond Assessments and Note Assessments in the combined amount of \$23,100,000 are proposed to be levied over the following land as described below.

DESCRIPTION OF A PARCEL OF LAND
LYING IN SECTION 35, T-41-S, R-23-E,
CHARLOTTE COUNTY, FLORIDA.

RESIDENTIAL AREA

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, CHARLOTTE COUNTY PUBLIC RECORDS AND 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 A BASIS OF BEARING), FOR 68.36 FEET TO THE NORTH RIGHT OF WAY LINE OF TUCKERS BOULEVARD (STATE ROAD 762) 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) 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) 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) 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); 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); 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°17'01"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); 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°09'53"W. FOR 541.70 FEET; THENCE N.89°17'01"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.

CONTAINING 507.08 ACRES, MORE OR LESS.

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION NO. 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING RESOLUTION NO. 2022-05 WHICH RESOLUTION PREVIOUSLY EQUALIZED, APPROVED, CONFIRMED, IMPOSED AND LEVIED SPECIAL ASSESSMENTS ON AND PECULIAR TO PROPERTY SPECIALLY BENEFITED (APPORTIONED FAIRLY AND REASONABLY) BY THE DISTRICT'S PROJECTS; APPROVING AND ADOPTING THE TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT FINAL FIRST SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT PREPARED BY WRATHELL, HUNT & ASSOCIATES, LLC DATED FEBRUARY 10, 2022, WHICH APPLIES THE METHODOLOGY PREVIOUSLY ADOPTED TO SPECIAL ASSESSMENTS REFLECTING THE SPECIFIC TERMS OF THE TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (PHASE 1 PROJECT); PROVIDING FOR THE UPDATE OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Tuckers Pointe Community Development District (the "Board") and the "District" respectively) has determined to proceed at this time with the sale and issuance of \$9,600,000 Tuckers Pointe Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) (the "Series 2022 Bonds") pursuant to the delegation resolution known as Resolution No. 2022-10 adopted by the Board on January 12, 2022; and

WHEREAS, the Series 2022 Bonds will be issued under and pursuant to a Master Trust Indenture, dated as of February 1, 2022 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of February 1, 2022, between the District and the Trustee (the "Supplemental Indenture"). The Master Indenture and the Supplemental Indenture are sometimes collectively referred to herein as the "Indenture"; and

WHEREAS, the Board previously indicated its intention in Resolution No. 2021-26 to undertake, install, establish, construct or acquire certain public infrastructure improvements, facilities and services within and outside of the District (the "CIP"), which plan was originally detailed in that certain Master Engineer's Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the "Master Engineer's Report"). The Master Engineer's Report has been supplemented by that certain Supplement #1 to the Master Engineer's Report for Tuckers Pointe Community Development District Engineer's Report Dated August 13, 2021, dated January 28, 2022 ("First Supplemental Engineer's Report") (the Master Engineer's Report together with the First Supplemental Engineer's Report are referred to collectively herein as the "Engineer's Report"). The Engineer's Report contemplates that such public infrastructure improvements and facilities necessary to support development within the District would be undertaken in various phases. The Engineer's Report identifies and designates a certain portion of the CIP that is necessary to support the first phase of development (the "Phase 1 Project"), a portion of which Phase 1 Project will be financed by the Series 2022 Bonds; and

WHEREAS, the District previously adopted Resolution No. 2022-05 (the “Final Assessment Resolution”), equalizing, approving, confirming, imposing and levying special assessments on the property specially benefited by the CIP within the District as described in the Final Assessment Resolution (the “Assessments”), which Resolution is still in full force and effect; and

WHEREAS, pursuant to and consistent with the terms of the Final Assessment Resolution relating to the Assessments, this Resolution sets forth the terms of the Assessments for the Series 2022 Bonds (the “Series 2022 Assessments”), adopts a final assessment roll for the Series 2022 Assessments consistent with the final terms of the Series 2022 Bonds to be issued by the District, and ratifies and confirms the lien of the levy of the Series 2022 Assessments securing the Series 2022 Bonds as to the portion of the land within the District generally known as “Phase 1” and legally described on Exhibit “A”; and

WHEREAS, the District will issue its Series 2022 Bonds on February 25, 2022 in the aggregate principal amount of \$9,600,000.

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

SECTION 1. DEFINITIONS. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Final Assessment Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 190, Florida Statutes, including without limitation, Sections 190.021 and 190.022, Florida Statutes; Chapter 170, Florida Statutes including without limitation, Section 170.08, Florida Statutes; and Chapter 197, Florida Statutes including, without limitation, Section 197.3632, Florida Statutes; and the Final Assessment Resolution.

SECTION 3. FINDINGS. As a supplement to the findings set forth in the Final Assessment Resolution, the Board of the District hereby finds and determines as follows:

a. The above recitals are true and correct and are incorporated herein by this reference.

b. On October 13, 2021, the District, after due notice and public hearing, adopted the Final Assessment Resolution, which, among other things, equalized, approved, confirmed and levied the Assessments on property specially benefiting from the CIP authorized by the District.

c. The Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report prepared by Wrathell, Hunt & Associates, LLC dated February 10, 2022, a copy of which attached hereto and made a part of this Resolution as Exhibit “B” (the “Supplemental Assessment Report”), applies the methodology previously approved for the benefited parcels under the Final Assessment Resolution to the terms of the Series 2022 Bonds pursuant to the Tuckers Pointe Community Development District Master Special Assessment Methodology Report prepared by Wrathell, Hunt and Associates, LLC and dated August 13, 2021 (“Master Assessment Report”), and establishes an assessment roll for the Series 2022 Assessments. (The Master Assessment Report, as supplemented by the Supplemental Assessment Report, is something collectively referred to herein as the “Assessment Report”),

d. The Phase 1 Project to be funded, in part, by the Series 2022 Bonds, will specially benefit the benefited parcels within Phase 1 as reflected in the assessment roll in the Supplemental Assessment Report. The Board previously determined pursuant to the Final Assessment Resolution that it

is reasonable, proper, just and right to assess the costs of the CIP, of which the Phase 1 Project is a part, on the benefitted parcels within Phase 1.

e. The sale, issuance and closing of the Series 2022 Bonds, and the confirmation of the Series 2022 Assessments levied on the benefitted parcels within Phase 1 are in the best interests of the District.

f. The issuance and sale of the Series 2022 Bonds, the adoption of all resolutions relating to the Series 2022 Bonds, and all actions taken in furtherance of the closing on the Series 2022 Bonds, are declared and affirmed as being in the best interest of the District and are hereby ratified, approved and confirmed.

SECTION 4. SUPPLEMENTAL ASSESSMENT REPORT; ALLOCATION AND APPORTIONMENT OF ASSESSMENTS SECURING SERIES 2022 BONDS. The Board hereby adopts the Supplemental Assessment Report. The Series 2022 Assessments shall be allocated and apportioned in accordance with the Master Assessment Report, which allocation and apportionment shall be on the benefitted parcels within Phase 1. The assessment roll in the Supplemental Assessment Report reflects the actual terms of the Series 2022 Assessments and is hereby adopted by the District. The lien of the Series 2022 Assessments securing the Series 2022 Bonds shall be on the lands within Phase 1 in the manner described in the Master Assessment Report, as supplemented by the Supplemental Assessment Report, and such lien is ratified and confirmed.

SECTION 5. IMPROVEMENT LIEN BOOK. The Series 2022 Assessments on and peculiar to the parcels specifically benefitted by the Phase 1 Project, all as previously equalized, approved, confirmed and imposed and levied pursuant to the Final Assessment Resolution, are hereby supplemented as specified in the final assessment roll set forth on in Section 5.7 of the Supplemental Assessment Report. The Series 2022 Assessments shall be recorded by the Secretary of the Board of the District in its Improvement Lien Book or similar District official document. The Series 2022 Assessments against each respective parcel shown on the final assessment roll and interest, costs and penalties thereon, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles and claims.

SECTION 6. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 7. CONFLICTS. This Resolution is intended to supplement the Final Assessment Resolution, which remains in full force and effect except to the extent modified herein. This Resolution and the Final Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

{Remainder of the page intentionally left blank. Signatures begin on the next page.}

PASSED AND ADOPTED this 25th day of February, 2022.

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

Jim McGown, Chairman

Exhibits:

Exhibit "A": Phase 1 Legal Description

Exhibit "B": Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report prepared by Wrathell, Hunt & Associates, LLC dated February 10, 2022

Exhibit "A"

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 Southwest corner of said Section 35 run N02°25'26"E along the West line of the Southwest Quarter (SW 1/4) of said Section 35 for 1,050.44 feet to an intersection with the Northeasterly right of way line of the Atlantic Coast Line Railroad and the POINT OF BEGINNING.

From said Point of Beginning continue N02°25'26"E along said West line for 1,681.82 feet to the West Quarter corner of said Section 35; thence run N89°28'41"E along the South line of the Northwest Quarter (NW 1/4) of said Section 35 for 1,351.88 feet to the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 35; thence run N02°30'44"E along the East line of said Fraction and continuing along the Northerly prolongation thereof for 1,387.18 feet; thence run N88°48'10"E for 29.64 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of a curve to the left of radius 572.50 feet (delta 28°36'04") (chord bearing S59°26'06"E) (chord 282.82 feet) for 285.78 feet to a point of tangency; thence run S73°44'07"E for 139.87 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 177.50 feet (delta 28°24'22") (chord bearing S59°31'56"E) (chord 87.10 feet) for 88.00 feet to a point of tangency; thence run S45°19'45"E for 175.41 feet; thence run S48°59'33"E for 52.60 feet; thence run S82°53'00"E for 130.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 147.50 feet (delta 04°21'05") (chord bearing S04°56'28"W) (chord 11.20 feet) for 11.20 feet to a point of tangency; thence run S02°45'55"W for 297.42 feet; thence run S87°14'05"E for 14.71 feet; thence run N73°59'55"E for 64.27 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 88°12'39") (chord bearing S61°53'46"E) (chord 41.76 feet) for 46.19 feet to a point of tangency; thence run S17°47'26"E for 26.70 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 29°33'14") (chord bearing S32°34'03"E) (chord 15.30 feet) for 15.47 feet to a point of tangency; thence run S47°20'40"E for 35.12 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 30.00 feet (delta 78°21'57") (chord bearing S08°09'42"E) (chord 37.91 feet) for 41.03 feet to a point of tangency; thence run S31°01'16"W for 28.67 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 45.00 feet (delta 34°12'13") (chord bearing S13°55'10"W) (chord 26.47 feet) for 26.86 feet to a point of tangency; thence run S03°10'57"E for 33.43 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 45.00 feet (delta 48°07'07") (chord bearing S27°14'30"E) (chord 36.69 feet) for 37.79 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 30.00 feet (delta 85°48'10") (chord bearing S08°23'59"E) (chord 40.84 feet) for 44.93

DESCRIPTION (CONTINUED)

feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 25.00 feet (delta 33°03'21") (chord bearing S17°58'25"W) (chord 14.22 feet) for 14.42 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 30.00 feet (delta 69°02'38") (chord bearing S35°58'04"W) (chord 34.00 feet) for 36.15 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 422.50 feet (delta 07°14'15") (chord bearing S66°52'16"W) (chord 53.33 feet) for 53.37 feet to a point of tangency; thence run S63°15'09"W for 90.31 feet; thence run S26°44'51"E for 195.00 feet; thence run S63°15'09"W for 37.55 feet; thence run S28°31'31"E for 139.92 feet; thence run S78°41'08"E for 35.12 feet to a point on a radial curve; thence run Northeasterly along an arc of a curve to the right of radius 30.00 feet (delta 51°56'28") (chord bearing N37°17'06"E) (chord 26.27 feet) for 27.20 feet to a point of tangency; thence run N63°15'20"E for 72.27 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 77.50 feet (delta 28°13'39") (chord bearing N77°22'09"E) (chord 37.80 feet) for 38.18 feet to a point of tangency; thence run S88°31'01"E for 360.74 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 76°30'59") (chord bearing S50°15'31"E) (chord 37.15 feet) for 40.06 feet to a point of tangency; thence run S12°00'02"E for 111.87 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 827.50 feet (delta 15°09'04") (chord bearing S04°25'30"E) (chord 218.19 feet) for 218.82 feet to a point of tangency; thence run S03°09'02"W for 176.79 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 1,111.00 feet (delta 10°07'34") (chord bearing S01°54'45"E) (chord 196.10 feet) for 196.35 feet to a point of tangency; thence run S06°58'32"E for 199.32 feet; thence run N83°01'28"E for 150.00 feet; thence run S06°58'32"E for 108.66 feet; thence run S08°07'15"E for 46.52 feet; thence run S07°00'55"E for 173.79 feet; thence run S80°45'28"W for 20.98 feet; thence run S35°59'59"W for 574.46 feet; thence run S64°40'30"W for 97.99 feet to a point on a radial curve; thence run Northwesterly along an arc of a curve to the left of radius 150.00 feet (delta 20°28'09") (chord bearing N35°33'35"W) (chord 53.30 feet) for 53.59 feet to a point of tangency; thence run N45°47'39"W for 160.33 feet; thence run S44°12'21"W for 136.66 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 147.50 feet (delta 22°39'06") (chord bearing S55°31'54"W) (chord 57.93 feet) for 58.31 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the right of radius 30.00 feet (delta 113°38'00") (chord bearing N56°19'34"W) (chord 50.22 feet) for 59.50 feet to a point of tangency; thence run N00°29'26"E for 2.06 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing N44°30'34"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run N89°30'34"W for 943.24 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 274.50 feet (delta 46°07'44") (chord bearing S67°25'34"W) (chord 215.08 feet) for 221.00 feet to a point of tangency; thence run S44°21'42"W for 361.52 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 402.00 feet (delta 35°23'12") (chord bearing S26°40'06"W) (chord 244.35 feet) for 248.28 feet to a point of tangency; thence run S08°58'30"W for 322.69 feet to an intersection with said

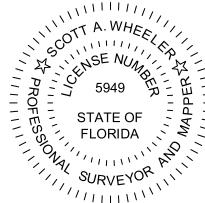
DESCRIPTION (CONTINUED)

Northeasterly right of way line of the Atlantic Coast Line Railroad; thence run N45°44'31"W along said Northeasterly right of way line for 1,125.00 feet to the POINT OF BEGINNING.

Containing 145.24 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the West line of the Southwest Quarter (SW 1/4) of Section 35 to bear N02°25'26"E.

Digitally signed
by Scott A.
Wheeler, PSM
Date: 2022.02.07
'09:42:24 -05'00



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

THIS IS NOT A SURVEY

Digitally signed by
 Scott A. Wheeler, PSM
 Date: 2022.02.07
 '09:42:39 -05'00



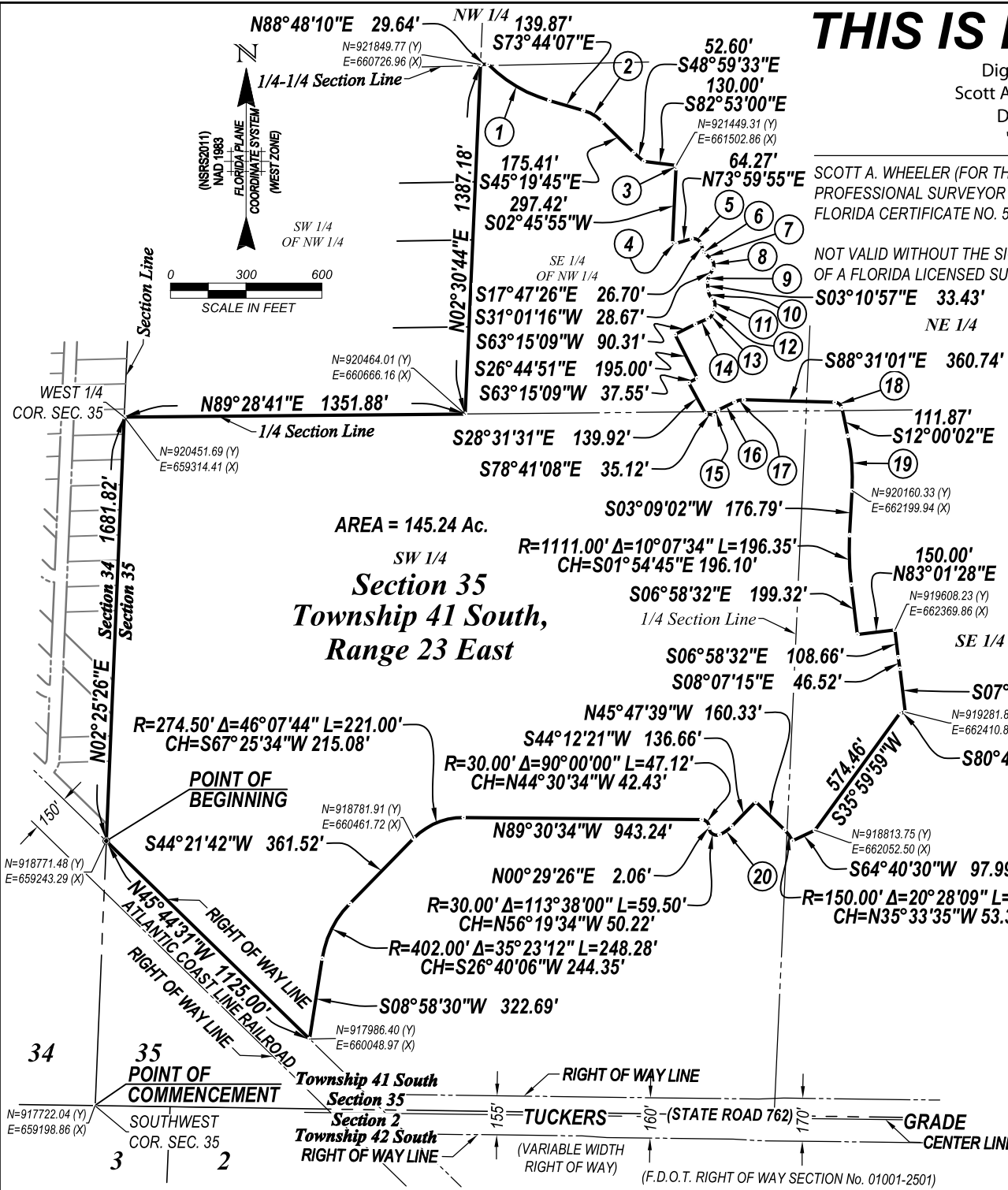
SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

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

NOTES:

- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999412 TO OBTAIN GRID DISTANCES.
- O.R. - DENOTES OFFICIAL RECORD BOOK, CHARLOTTE COUNTY PUBLIC RECORDS.
- (P) - DENOTES PLAT.
- P.B. - DENOTES PLAT BOOK.
- PG. - DENOTES PAGE.
- BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 TO BEAR N02°25'26"E.
- DESCRIPTION IS ATTACHED.



Barraco
 and Associates, Inc.
 CIVIL ENGINEERING - LAND SURVEYING
 LAND PLANNING
www.barraco.net
 2271 MCGREGOR BLVD., SUITE 100
 POST OFFICE DRAWER 2800
 FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170
 FAX (239) 461-3169
 FLORIDA CERTIFICATES OF AUTHORIZATION
 ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR
GREENPOINTE COMMUNITIES, LLC
 7807 BAYMEADOWS ROAD E
 SUITE 205
 JACKSONVILLE, FL 32256

PHONE (904) 562-1358
 FAX (904) 996-2481

PROJECT DESCRIPTION
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 NAME	239615R009.DWG
LAYOUT	4
LOCATION	J:\239615DWG\SURVEYING\SKETCH
PLOT DATE	WED, 2-2-2022 - 4:48 PM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	02-02-2022
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=600'
FIELD BOOK	

PLAN REVISIONS	

STRAP NUMBERS	

SKETCH TO ACCOMPANY DESCRIPTION

COURSE INFORMATION

- ① $R=572.50' \Delta=28^{\circ}36'04'' L=285.78' CH=S59^{\circ}26'06''E 282.82'$
- ② $R=177.50' \Delta=28^{\circ}24'22'' L=88.00' CH=S59^{\circ}31'56''E 87.10'$
- ③ $R=147.50' \Delta=4^{\circ}21'05'' L=11.20' CH=S04^{\circ}56'28''W 11.20'$
- ④ $S87^{\circ}14'05''E 14.71'$
- ⑤ $R=30.00' \Delta=88^{\circ}12'39'' L=46.19' CH=S61^{\circ}53'46''E 41.76'$
- ⑥ $R=30.00' \Delta=29^{\circ}33'14'' L=15.47' CH=S32^{\circ}34'03''E 15.30'$
- ⑦ $S47^{\circ}20'40''E 35.12'$
- ⑧ $R=30.00' \Delta=78^{\circ}21'57'' L=41.03' CH=S08^{\circ}09'42''E 37.91'$
- ⑨ $R=45.00' \Delta=34^{\circ}12'13'' L=26.86' CH=S13^{\circ}55'10''W 26.47'$
- ⑩ $R=45.00' \Delta=48^{\circ}07'07'' L=37.79' CH=S27^{\circ}14'30''E 36.69'$
- ⑪ $R=30.00' \Delta=85^{\circ}48'10'' L=44.93' CH=S08^{\circ}23'59''E 40.84'$
- ⑫ $R=25.00' \Delta=33^{\circ}03'21'' L=14.42' CH=S17^{\circ}58'25''W 14.22'$
- ⑬ $R=30.00' \Delta=69^{\circ}02'38'' L=36.15' CH=S35^{\circ}58'04''W 34.00'$
- ⑭ $R=422.50' \Delta=7^{\circ}14'15'' L=53.37' CH=S66^{\circ}52'16''W 53.33'$
- ⑮ $R=30.00' \Delta=51^{\circ}56'28'' L=27.20' CH=N37^{\circ}17'06''E 26.27'$
- ⑯ $N63^{\circ}15'20''E 72.27'$
- ⑰ $R=77.50' \Delta=28^{\circ}13'39'' L=38.18' CH=N77^{\circ}22'09''E 37.80'$
- ⑱ $R=30.00' \Delta=76^{\circ}30'59'' L=40.06' CH=S50^{\circ}15'31''E 37.15'$
- ⑲ $R=827.50' \Delta=15^{\circ}09'04'' L=218.82' CH=S04^{\circ}25'30''E 218.19'$
- ⑳ $R=147.50' \Delta=22^{\circ}39'06'' L=58.31' CH=S55^{\circ}31'54''W 57.93'$

Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING

www.barraco.net

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FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

**GREENPOINTE
COMMUNITIES,
LLC**

7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 562-1358
FAX (904) 996-2481

PROJECT DESCRIPTION

**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 NAME	23961SK09.DWG
LAYOUT	5
LOCATION	J:\23961DWG\SURVEYING\SKETCH
PLOT DATE	WED, 2-2-2022 - 4:48 PM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	02-02-2022
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=600'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

**SKETCH TO
ACCOMPANY
DESCRIPTION**

Exhibit "B"

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION NO. 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING RESOLUTION NO. 2022-05 WHICH RESOLUTION PREVIOUSLY EQUALIZED, APPROVED, CONFIRMED, IMPOSED AND LEVIED SPECIAL ASSESSMENTS ON AND PECULIAR TO PROPERTY SPECIALLY BENEFITED (APPORTIONED FAIRLY AND REASONABLY) BY THE DISTRICT'S PROJECTS; APPROVING AND ADOPTING THE TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT FINAL FIRST SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT PREPARED BY WRATHELL, HUNT & ASSOCIATES, LLC DATED FEBRUARY 10, 2022, WHICH APPLIES THE METHODOLOGY PREVIOUSLY ADOPTED TO SPECIAL ASSESSMENTS REFLECTING THE SPECIFIC TERMS OF THE TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE NOTE, SERIES 2022 (MASTER INFRASTRUCTURE PROJECT); PROVIDING FOR THE UPDATE OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Tuckers Pointe Community Development District (the "Board") and the "District") respectively) has determined to proceed at this time with the sale and issuance of \$13,500,000 Tuckers Pointe Community Development District Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project) (the "Series 2022 Note") pursuant to the delegation resolution known as Resolution No. 2022-10 adopted by the Board on January 12, 2022; and

WHEREAS, the Series 2022 Note will be issued under and pursuant to a Master Trust Indenture, dated as of February 1, 2022 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of February 1, 2022, between the District and the Trustee (the "Supplemental Indenture"). The Master Indenture and the Supplemental Indenture are sometimes collectively referred to herein as the "Indenture"; and

WHEREAS, the Board previously indicated its intention in Resolution No. 2021-26 to undertake, install, establish, construct or acquire certain public infrastructure improvements, facilities and services within and outside of the District (the "CIP"), which plan was originally detailed in that certain Master Engineer's Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the "Master Engineer's Report"). The Master Engineer's Report has been supplemented by that certain Supplement #1 to the Master Engineer's Report for Tuckers Pointe Community Development District Engineer's Report Dated August 13, 2021, dated January 28, 2022 ("First Supplemental Engineer's Report") (the Master Engineer's Report together with the First Supplemental Engineer's Report are referred to collectively herein as the "Engineer's Report"). The Engineer's Report contemplates certain off-site master public infrastructure improvements and facilities necessary to support development within the District. The portion of the Engineer's Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of the master public infrastructure improvements and facilities shall be referred to herein as the "Master Infrastructure Project", a portion of which Master Infrastructure Project will be financed by the Series 2022 Note.

WHEREAS, the District previously adopted Resolution No. 2022-05 (the “Final Assessment Resolution”), equalizing, approving, confirming, imposing and levying special assessments on the property specially benefited by the CIP within the District as described in the Final Assessment Resolution (the “Assessments”), which Resolution is still in full force and effect; and

WHEREAS, pursuant to and consistent with the terms of the Final Assessment Resolution relating to the Assessments, this Resolution sets forth the terms of the Assessments for the Series 2022 Note (the “Series 2022 Note Assessments”), adopts a final assessment roll for the Series 2022 Note Assessments consistent with the final terms of the Series 2022 Note to be issued by the District, and ratifies and confirms the lien of the levy of the Series 2022 Note Assessments securing the Series 2022 Note as to the portion of the land within the District generally known as “Phases 2, 3 and 4” and legally described on Exhibit “A”; and

WHEREAS, the District will issue its Series 2022 Note on February 25, 2022 in the aggregate principal amount of \$13,500,000.

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

SECTION 1. DEFINITIONS. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Final Assessment Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 190, Florida Statutes, including without limitation, Sections 190.021 and 190.022, Florida Statutes; Chapter 170, Florida Statutes including without limitation, Section 170.08, Florida Statutes; and Chapter 197, Florida Statutes including, without limitation, Section 197.3632, Florida Statutes; and the Final Assessment Resolution.

SECTION 3. FINDINGS. As a supplement to the findings set forth in the Final Assessment Resolution, the Board of the District hereby finds and determines as follows:

a. The above recitals are true and correct and are incorporated herein by this reference.

b. On October 13, 2021, the District, after due notice and public hearing, adopted the Final Assessment Resolution, which, among other things, equalized, approved, confirmed and levied the Assessments on property specially benefiting from the CIP authorized by the District.

c. The Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report prepared by Wrathell, Hunt & Associates, LLC dated February 10, 2022, a copy of which attached hereto and made a part of this Resolution as Exhibit “B” (the “Supplemental Assessment Report”), applies the methodology previously approved for the benefited parcels under the Final Assessment Resolution to the terms of the Series 2022 Note pursuant to the Tuckers Pointe Community Development District Master Special Assessment Methodology Report prepared by Wrathell, Hunt and Associates, LLC and dated August 13, 2021 (“Master Assessment Report”), and establishes an assessment roll for the Series 2022 Note Assessments. (The Master Assessment Report, as supplemented by the Supplemental Assessment Report, is something collectively referred to herein as the “Assessment Report”),

d. The Master Infrastructure Project to be funded, in part, by the Series 2022 Note, will specially benefit the benefited parcels within Phases 2, 3 and 4 as reflected in the assessment roll in the Supplemental Assessment Report. The Board previously determined pursuant to the Final Assessment Resolution that it is reasonable, proper, just and right to assess the costs of the CIP, of which the Master Infrastructure Project is a part, on the benefitted parcels within Phases 2, 3 and 4.

e. The sale, issuance and closing of the Series 2022 Note, and the confirmation of the Series 2022 Note Assessments levied on the benefited parcels within Phases 2, 3 and 4 are in the best interests of the District.

f. The issuance and sale of the Series 2022 Note, the adoption of all resolutions relating to the Series 2022 Note, and all actions taken in furtherance of the closing on the Series 2022 Note, are declared and affirmed as being in the best interest of the District and are hereby ratified, approved and confirmed.

SECTION 4. SUPPLEMENTAL ASSESSMENT REPORT; ALLOCATION AND APPORTIONMENT OF ASSESSMENTS SECURING SERIES 2022 NOTE. The Board hereby adopts the Supplemental Assessment Report. The Series 2022 Note Assessments shall be allocated and apportioned in accordance with the Master Assessment Report, which allocation and apportionment shall be on the benefited parcels within Phases 2, 3 and 4. The assessment roll in the Supplemental Assessment Report reflects the actual terms of the Series 2022 Note Assessments and is hereby adopted by the District. The lien of the Series 2022 Note Assessments securing the Series 2022 Note shall be on the lands within Phases 2, 3 and 4 in the manner described in the Master Assessment Report, as supplemented by the Supplemental Assessment Report, and such lien is ratified and confirmed.

SECTION 5. IMPROVEMENT LIEN BOOK. The Series 2022 Note Assessments on and peculiar to the parcels specifically benefited by the Master Infrastructure Project, all as previously equalized, approved, confirmed and imposed and levied pursuant to the Final Assessment Resolution, are hereby supplemented as specified in the final assessment roll set forth on in Section 5.7 of the Supplemental Assessment Report. The Series 2022 Note Assessments shall be recorded by the Secretary of the Board of the District in its Improvement Lien Book or similar District official document. The Series 2022 Note Assessments against each respective parcel shown on the final assessment roll and interest, costs and penalties thereon, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles and claims.

SECTION 6. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 7. CONFLICTS. This Resolution is intended to supplement the Final Assessment Resolution, which remains in full force and effect except to the extent modified herein. This Resolution and the Final Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 25th day of February, 2022.

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

Jim McGown, Chairman

Exhibits:

Exhibit "A": Phases 2, 3 and 4 Legal Description

Exhibit "B": Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report prepared by Wrathell, Hunt & Associates, LLC dated February 10, 2022

Exhibit "A"

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:

BEGINNING at the Northwest corner of said Section 35 run N88°07'30"E along the North line of the Northwest Quarter (NW 1/4) of said Section 35 for 2,716.35 feet to the North Quarter corner of said Section 35; thence run N88°07'34"E along the North line of the Northeast Quarter (NE 1/4) of said Section 35 for 550.90 feet to an intersection with the Southwesterly right of way line of Interstate 75 (State Road 93), as shown on F.D.O.T. right of way Section No. 01075-2401; thence run along said Southwesterly right of way line the following four (4) courses: S44°05'21"E for 1,311.75 feet to a point of curvature; Southeasterly along an arc of a curve to the right of radius 5,567.58 feet (delta 17°48'47") (chord bearing S35°10'57"E) (chord 1,723.97 feet) for 1,730.94 feet; S63°43'26"W along a radial line for 75.00 feet to a point on a radial curve and Southeasterly along an arc of a curve to the right of radius 5,492.58 feet (delta 04°50'27") (chord bearing S23°51'21"E) (chord 463.92 feet) for 464.05 feet to an intersection with the East line of the Southeast Quarter (SE 1/4) of said Section 35; thence run S02°45'23"W along said East line for 1,519.53 feet to an intersection with the North line of the South 1,320 feet of said Section 35; thence run N89°09'06"W along said North line for 467.51 feet to an intersection with the West line of the East 467.25 feet of said Section 35; thence run S02°45'23"W along said West line for 467.51 feet to an intersection with the South line of the North 467.25 feet of the South 1,320 feet of said Section 35; thence run S89°09'06"E along said South line for 417.48 feet to an intersection with the West line of the East 50 feet of said Section 35; thence run S02°45'23"W along said West line for 689.49 feet to an intersection with the Northerly right of way line of said Interstate 75 (State Road 93), as shown on F.D.O.T. right of way section No.01075-2401; thence run S89°40'47"W along said Northerly right of way line for 108.16 feet; thence run N00°19'06"W for 242.05 feet; thence run N90°00'00"W for 21.01 feet; thence run N00°19'05"W for 64.46 feet; thence run N07°52'46"E for 91.37 feet; thence run N40°08'18"W for 170.06 feet; thence run S73°31'04"W for 257.37 feet; thence run N89°17'01"W for 76.01 feet; thence run N89°16'11"W for 19.37 feet; thence run N02°35'34"E for 58.06 feet; thence run N87°24'26"W for 59.84 feet; thence run N64°08'48"W for 2.55 feet; thence run N62°05'54"W for 22.94 feet; thence run S00°43'00"W for 19.32 feet; thence run N33°18'47"W for 95.47 feet; thence run N17°48'50"W for 48.04 feet; thence run N58°08'44"W for 193.40 feet; thence run N18°58'49"W for 117.56 feet; thence run N07°26'05"W for 171.08 feet; thence run N06°07'50"E for 91.28 feet; thence run N16°27'59"E for 52.08 feet; thence run N50°01'40"E for 41.98 feet; thence run N37°10'58"E for 31.23 feet; thence run N41°57'24"W for 214.92 feet; thence run S47°38'34"W for 137.31 feet; thence run S25°55'08"W for 90.53 feet; thence run S59°49'34"W for 41.68 feet; thence run S39°26'28"W for 98.25 feet; thence run S44°52'02"W for 74.67 feet; thence run

DESCRIPTION (CONTINUED)

S55°36'40"W for 142.88 feet; thence run S65°03'17"W for 420.44 feet; thence run S68°02'08"W for 305.52 feet; thence run N89°17'00"W for 78.68 feet; thence run S07°34'12"W for 0.88 feet; thence run N89°40'59"W for 152.02 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 810.00 feet (delta 14°46'42") (chord bearing S06°53'55"E) (chord 208.34 feet) for 208.92 feet to a point of tangency; thence run S00°29'26"W for 525.82 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; thence run N89°17'09"W along said Northerly right of way line for 120.00 feet; thence run N00°29'26"E for 525.36 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 690.00 feet (delta 11°14'50") (chord bearing N05°07'59"W) (chord 135.23 feet) for 135.45 feet; thence run S82°09'03"W along a non-tangent line for 105.96 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 235.00 feet (delta 49°22'28") (chord bearing S57°27'49"W) (chord 196.30 feet) for 202.51 feet to a point of tangency; thence run S32°46'35"W for 92.28 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 215.00 feet (delta 57°49'27") (chord bearing S61°41'19"W) (chord 207.89 feet) for 216.98 feet to a point of tangency; thence run N89°23'58"W for 1,231.73 feet; thence run S00°43'00"W for 359.95 feet to an intersection with said Northerly right of way line of Tuckers Grade; thence run N89°17'09"W along said Northerly right of way line for 107.56 feet to an intersection with the Northeasterly right of way line of the Atlantic Coast Line Railroad (150 feet wide); thence run N45°44'31"W along said Northeasterly right of way line for 1,438.35 feet to an intersection with the West line of the Southwest Quarter (SW 1/4) of said Section 35; thence run N02°25'26"E along said West line for 1,681.82 feet to the West Quarter corner of said Section 35; thence run N89°28'41"E along the South line of the Northwest Quarter (NW 1/4) of said Section 35 for 1,351.88 feet to the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 35; thence run N02°30'44"E along the East line of said Fraction for 1,382.29 feet to the Northeast corner of said Fraction; thence run S88°48'00"W along the North line of said Fraction for 1,354.93 feet to the Northwest corner of said Fraction; thence run N02°25'26"E along the West line of the Northwest Quarter (NW 1/4) of said Section 35 for 1,366.13 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCING at the Southwest corner of said Section 35 run N02°25'26"E along the West line of the Southwest Quarter (SW 1/4) of said Section 35 for 1,050.44 feet to an intersection with the Northeasterly right of way line of the Atlantic Coast Line Railroad and the POINT OF BEGINNING.

From said Point of Beginning continue N02°25'26"E along said West line for 1,681.82 feet to the West Quarter corner of said Section 35; thence run N89°28'41"E along the South line of the Northwest Quarter (NW 1/4) of said Section 35 for 1,351.88 feet to the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 35; thence run N02°30'44"E along the East line of said Fraction and continuing along the Northerly prolongation thereof for 1,387.18 feet; thence run

DESCRIPTION (CONTINUED)

N88°48'10"E for 29.64 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of a curve to the left of radius 572.50 feet (delta 28°36'04") (chord bearing S59°26'06"E) (chord 282.82 feet) for 285.78 feet to a point of tangency; thence run S73°44'07"E for 139.87 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 177.50 feet (delta 28°24'22") (chord bearing S59°31'56"E) (chord 87.10 feet) for 88.00 feet to a point of tangency; thence run S45°19'45"E for 175.41 feet; thence run S48°59'33"E for 52.60 feet; thence run S82°53'00"E for 130.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 147.50 feet (delta 04°21'05") (chord bearing S04°56'28"W) (chord 11.20 feet) for 11.20 feet to a point of tangency; thence run S02°45'55"W for 297.42 feet; thence run S87°14'05"E for 14.71 feet; thence run N73°59'55"E for 64.27 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 88°12'39") (chord bearing S61°53'46"E) (chord 41.76 feet) for 46.19 feet to a point of tangency; thence run S17°47'26"E for 26.70 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 29°33'14") (chord bearing S32°34'03"E) (chord 15.30 feet) for 15.47 feet to a point of tangency; thence run S47°20'40"E for 35.12 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 30.00 feet (delta 78°21'57") (chord bearing S08°09'42"E) (chord 37.91 feet) for 41.03 feet to a point of tangency; thence run S31°01'16"W for 28.67 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 45.00 feet (delta 34°12'13") (chord bearing S13°55'10"W) (chord 26.47 feet) for 26.86 feet to a point of tangency; thence run S03°10'57"E for 33.43 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 45.00 feet (delta 48°07'07") (chord bearing S27°14'30"E) (chord 36.69 feet) for 37.79 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 30.00 feet (delta 85°48'10") (chord bearing S08°23'59"E) (chord 40.84 feet) for 44.93 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 25.00 feet (delta 33°03'21") (chord bearing S17°58'25"W) (chord 14.22 feet) for 14.42 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 30.00 feet (delta 69°02'38") (chord bearing S35°58'04"W) (chord 34.00 feet) for 36.15 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 422.50 feet (delta 07°14'15") (chord bearing S66°52'16"W) (chord 53.33 feet) for 53.37 feet to a point of tangency; thence run S63°15'09"W for 90.31 feet; thence run S26°44'51"E for 195.00 feet; thence run S63°15'09"W for 37.55 feet; thence run S28°31'31"E for 139.92 feet; thence run S78°41'08"E for 35.12 feet to a point on a radial curve; thence run Northeasterly along an arc of a curve to the right of radius 30.00 feet (delta 51°56'28") (chord bearing N37°17'06"E) (chord 26.27 feet) for 27.20 feet to a point of tangency; thence run N63°15'20"E for 72.27 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 77.50 feet (delta 28°13'39") (chord bearing N77°22'09"E) (chord 37.80 feet) for 38.18 feet to a point of tangency; thence run S88°31'01"E for 360.74 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 76°30'59") (chord bearing S50°15'31"E) (chord 37.15 feet) for 40.06 feet to a point of tangency; thence run

DESCRIPTION (CONTINUED)

S12°00'02"E for 111.87 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 827.50 feet (delta 15°09'04") (chord bearing S04°25'30"E) (chord 218.19 feet) for 218.82 feet to a point of tangency; thence run S03°09'02"W for 176.79 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 1,111.00 feet (delta 10°07'34") (chord bearing S01°54'45"E) (chord 196.10 feet) for 196.35 feet to a point of tangency; thence run S06°58'32"E for 199.32 feet; thence run N83°01'28"E for 150.00 feet; thence run S06°58'32"E for 108.66 feet; thence run S08°07'15"E for 46.52 feet; thence run S07°00'55"E for 173.79 feet; thence run S80°45'28"W for 20.98 feet; thence run S35°59'59"W for 574.46 feet; thence run S64°40'30"W for 97.99 feet to a point on a radial curve; thence run Northwesterly along an arc of a curve to the left of radius 150.00 feet (delta 20°28'09") (chord bearing N35°33'35"W) (chord 53.30 feet) for 53.59 feet to a point of tangency; thence run N45°47'39"W for 160.33 feet; thence run S44°12'21"W for 136.66 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 147.50 feet (delta 22°39'06") (chord bearing S55°31'54"W) (chord 57.93 feet) for 58.31 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the right of radius 30.00 feet (delta 113°38'00") (chord bearing N56°19'34"W) (chord 50.22 feet) for 59.50 feet to a point of tangency; thence run N00°29'26"E for 2.06 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing N44°30'34"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run N89°30'34"W for 943.24 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 274.50 feet (delta 46°07'44") (chord bearing S67°25'34"W) (chord 215.08 feet) for 221.00 feet to a point of tangency; thence run S44°21'42"W for 361.52 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 402.00 feet (delta 35°23'12") (chord bearing S26°40'06"W) (chord 244.35 feet) for 248.28 feet to a point of tangency; thence run S08°58'30"W for 322.69 feet to an intersection with said Northeasterly right of way line of the Atlantic Coast Line Railroad; thence run N45°44'31"W along said Northeasterly right of way line for 1,125.00 feet to the POINT OF BEGINNING.

Containing 360.37 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the of the Northwest Quarter (NW 1/4) of Section 35 to bear N88°07'30"E.

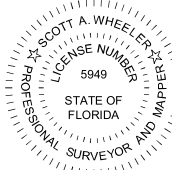
Digitally signed

by Scott A.

Wheeler, PSM

Date: 2022.02.11

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

Exhibit "B"

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7A

**AGREEMENT REGARDING THE
ACQUISITION OF CERTAIN WORK PRODUCT AND
INFRASTRUCTURE
(Phase 1 Project)**

THIS AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE (Phase 1 Project) (this “**Agreement**”) is made and entered into as of this 25th day of February, 2022, by and between **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance of the Board of County Commissioners of Charlotte County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, water and wastewater utilities, stormwater management and control facilities, onsite and offsite roadway improvements, landscaping, environmental and wildlife mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

WHEREAS, the Landowner is the owner and developer of certain lands located within the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities within and outside the boundaries of the District (“**CIP**”), which CIP is detailed in that certain Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (“**First Supplement**”) (the Master Engineer’s Report together with the First Supplement are referred to collectively herein as the “**Engineer’s Report**”). The Master Engineer’s Report and the First Supplement are attached hereto and made a part hereof as **Exhibit “A”**. The Engineer’s Report contemplates that such public infrastructure improvements and facilities necessary to support development within the District would be undertaken in various phases. The Engineer’s Report identifies and designates a certain portion of the CIP that is necessary to support the first phase of development (“**Phase 1 Project**”), a portion of which Phase 1 Project will be financed by the Series 2022 Bonds (defined below); and

WHEREAS, the District presently intends to finance, in part, the planning, design, acquisition, construction, and installation of a portion of the Phase 1 Project through the sale of \$9,600,000 Tuckers Pointe Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) (the “**Series 2022 Bonds**”); and

WHEREAS, the District desires to (i) acquire portions of the Phase 1 Project from the Landowner on the terms and conditions set forth herein; and/or (ii) design, construct and install certain portions of the Phase 1 Project on its own account; and

WHEREAS, the District has not had sufficient monies on hand to allow the District to (i) contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and

related documents which would allow the timely commencement and completion of construction of the public infrastructure improvements within the Phase 1 Project (the “**Work Product**”) and (ii) undertake the actual construction and/or installation of public infrastructure improvements within the Phase 1 Project; and

WHEREAS, the District acknowledges the Landowner’s need to commence development of the lands within Phase 1 in an expeditious and timely manner and in order to maintain certain permits and entitlements associated with Phase 1; and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Phase 1 Project described in the Engineer’s Report until such time as the District has closed on the sale of the Series 2022 Bonds; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the Phase 1 Project, which delay would also delay the Landowner from implementing its planned development program, the Landowner has advanced, funded, commenced, and completed and/or will complete or assign certain work to enable the District to expeditiously provide the Phase 1 Project; and

WHEREAS, the Landowner is under contract to create or has created the Work Product for the District and wishes to convey to the District any and all of Landowner’s right, title and interest in the Work Product and provide for the parties who actually created the Work Product to allow the District to use and rely on the Work Product, as it is completed; and

WHEREAS, the Landowner acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing of the District’s Series 2022 Bonds, the Landowner has commenced construction of some portions of the Phase 1 Project; and

WHEREAS, the Landowner agrees to convey to the District all right, title and interest in the portion of the Phase 1 Project completed as of each Acquisition Date (as hereinafter defined) with payment from the proceeds of the Series 2022 Bonds (or as otherwise provided for herein) when and if available; and

WHEREAS, in conjunction with the acquisition of the Phase 1 Project, the Landowner will convey to the District without consideration interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the Phase 1 Project, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District; and

WHEREAS, the Landowner acknowledges that upon its conveyance, the District will have the right to use any real property interests conveyed for the public purposes intended for such real property (except as provided for in this Agreement); and

WHEREAS, the District and the Landowner are entering into this Agreement to set forth the process by which the District may acquire portions of the Phase 1 Project to ensure the timely provision of the Phase 1 Project and the development.

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 District and the Landowner agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Work Product.** Subject to (i) the provisions of this Agreement, (ii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Series 2022 Bonds are issued), and (iii) the availability of proceeds from the Series 2022 Bonds for acquisition hereunder, the District agrees to pay the reasonable cost incurred by the Landowner in preparation of the Work Product. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the Board the total amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product but in no event in excess of the lower of its actual cost or its reasonable fair market value. In the absence of evidence to the contrary, the actual cost of any or all of the Work Product shall be deemed to be its reasonable fair market value. The District Engineer’s opinion as to cost shall be set forth in a District Engineer’s certificate that shall, at the applicable time set forth herein, accompany or be part of the requisition for any Bond funds from the District’s Trustee for the Series 2022 Bonds. In the event that the Landowner disputes the District Engineer’s opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s Affidavit that shall accompany the requisition for the funds from the District’s Trustee for the Series 2022 Bonds. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or acquisition, and thereafter the applicable operation and maintenance, of the Phase 1 Project. As to acquisition of Work Product, the following shall apply:

a. Payment for Work Product described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Series 2022 Bonds available for that purpose at the times and in the manner provided in the trust indenture relating thereto. The District shall not be obligated to expend any other funds for Work Product.

b. Subject to the provisions of Section 4, the Landowner agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer (but in no event in excess of the lower of its actual cost or its reasonable fair market value) and approved by the District pursuant to and as set forth in this Agreement. The parties agree to execute such documentation as may be reasonably required to convey the same.

c. The Landowner agrees to assign to the District on a non-exclusive basis, so as to enable the Landowner to construct and complete the Phase 1 Project as necessary, rights to all right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and

media, now known or hereinafter devised. To the extent determined necessary by the District, the Landowner shall, to the extent reasonably possible, obtain all required releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.

d. The Landowner acknowledges the District's right to use and rely upon the Work Product for any and all purposes.

e. The Landowner agrees to cause the parties responsible for preparing the Work Product to provide to the District, to the extent reasonably possible, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report. Nothing herein shall be construed or interpreted to create a warranty by the Landowner of any Work Product produced by an independent third-party.

f. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

3. Acquisition of the Public Infrastructure Components of the Phase 1 Project. The Landowner has constructed, is constructing, or is under contract to construct and complete certain public infrastructure portions of the Phase 1 Project. Subject to (i) the provisions of this Agreement, (ii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Series 2022 Bonds are issued), and (iii) the availability of proceeds from the Series 2022 Bonds for acquisition hereunder, the District agrees to acquire the public infrastructure portions of the Phase 1 Project, including but not limited to those portions of the Phase 1 Project that have been completed prior to the issuance of the Series 2022 Bonds. When a portion of the Phase 1 Project is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Landowner agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be requested by the District; (iii) evidence of title acceptable to the District, describing the nature of Landowner's rights or interest in the portions of the Phase 1 Project being conveyed, and stating that the applicable portions of the Phase 1 Project are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; (iv) evidence, which may be in the form of the Project Engineer's certification in form acceptable to the District, that all governmental permits and approvals necessary to install the applicable portions of the Phase 1 Project have been obtained and that the applicable portions of the Phase 1 Project have been built in compliance with such permits and approvals; and (v) any other releases or documentation as may be reasonably requested by the District. The District Engineer in consultation with the District's Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the Phase 1 Project contemplated by the Engineer's Report, and if so, shall provide the Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process in the same manner described in Section 2 above relating to Work Product.

a. The District Manager shall determine, in writing, whether the District has, based upon the Landowner's estimate of cost, sufficient unencumbered funds to acquire the portion of the Phase

1 Project intended to be acquired by the District, subject to the provisions of Section 4. Payment for Phase 1 Project described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Series 2022 Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Series 2022 Bonds are issued. The District shall not be obligated to expend any other funds for the Phase 1 Project.

b. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District Engineer and District Counsel on behalf of the District. If any item acquired is to be conveyed to a third-party governmental body by the District, then the Landowner agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.

c. Subject to the provisions of Section 4, the District Engineer shall certify as to the cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the reasonable fair market cost of the improvement, whichever is less, as determined by the District Engineer.

d. At the time of conveyance by the Landowner of the Landowner's rights or interest in any portion of the Phase 1 Project, the portion of the Phase 1 Project being conveyed shall be completed and in good condition, free from defects, as determined in writing by the District Engineer; and warrant to the District and any government entity to which the applicable portion of the Phase 1 Project may be conveyed by the District (or, if acceptable to the District, provide such warranty directly from the applicable contractor) guaranteeing the applicable portion of the Phase 1 Project against defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.

e. The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any portion of the Phase 1 Project conveyed pursuant to this Agreement.

f. In connection with the acquisition of the Phase 1 Project, the Landowner will convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Phase 1 Project, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District. Any other real property interests necessary for the functioning of the Phase 1 Project to be acquired under this Section and to maintain the tax-exempt status of the Series 2022 Bonds (it being acknowledged that all portions of the Phase 1 Project must be located on governmentally owned property, in public easements or rights-of-way) shall be reviewed and conveyed in accordance with the provisions herein. The District agrees to accept the dedication or conveyance of some or all of the real property over which the Phase 1 Project has been or will be constructed or which otherwise facilitates the operation and maintenance of the Phase 1 Project. Such dedication or conveyance shall be at no cost to the District. The Landowner agrees to provide to the District the following: (i) appropriate special warranty deeds or other instruments of conveyance acceptable to the District; (ii) evidence of title reasonably acceptable to the District, describing the nature of Landowner's rights or interest in the Phase 1 Project and associated real property interests being conveyed, and stating that the Phase 1 Project and any associated real property interests are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; and (iii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Landowner and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District and lands that remain in the Landowner's ownership. The parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by an exchange with the District

receiving at least an equivalent amount of property as part of the adjustment; provided, however, no land transfer shall be accomplished if the same would impact the use of the Phase 1 Project or the tax-exempt status of the Series 2022 Bonds. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require a title search report or title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Landowner. The Landowner agrees that it has, or shall at the time of conveyance provide, good, marketable and insurable title to the real property to be acquired.

4. Payment by District. Payment for the Phase 1 Project described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Series 2022 Bonds available for that purpose at the times and in the manner provided in the trust indenture relating thereto. To the extent any portions of the Phase 1 Project are acquired by the District in advance of proceeds of Series 2022 Bonds described above being available to pay all or a portion of the costs certified by the District Engineer for such portions of the Phase 1 Project (“**Advanced Improvements**”), then the following conditions shall apply as to such Advanced Improvements: (i) no amounts shall be due from the District to the Landowner at the time of the transfer of the Advanced Improvements to the District; (ii) the District and the Landowner agree to take such action as is reasonably necessary to memorialize the costs certified by the District Engineer for any such Advanced Improvements, which may include execution of a promissory note in a form acceptable to the District; (iii) within forty-five (45) days after receipt of sufficient funds by the District consistent with this Section for the Advanced Improvements from the issuance of the Series 2022 Bonds, the District shall pay the cost certified by the District Engineer to the Landowner; provided, however, in the event the District’s bond counsel determines that any costs for the Advanced Improvements are not qualified costs for any reason including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Advanced Improvements; and (iv) the Landowner acknowledges that there may not be sufficient funds available from the issuance of the Series 2022 Bonds for the reimbursement of all or a portion of the costs of such Advanced Improvements, and, notwithstanding anything in this Agreement to the contrary, the District’s payment obligations will be limited consistent with this Section to the extent of available proceeds from Series 2022 Bonds actually issued. Nothing herein shall cause or be construed to require or otherwise commit the District to issue additional bonds or indebtedness to provide funds for any portion of the Advanced Improvements or to issue the Series 2022 Bonds or other indebtedness of any particular amount. If within three (3) years after the Effective Date of this Agreement, the District does not or cannot issue the Series 2022 Bonds for any reason to pay for any Advanced Improvements, and, thus does not pay the Landowner the acquisition price for such Advanced Improvements, then the parties agree that the District shall have no payment obligation whatsoever for the Advanced Improvements.

5. Limitation on Acquisitions/Completion Agreement.

a. The Landowner and the District agree and acknowledge that any and all acquisitions of the Phase 1 Project, including Work Product contemplated as part of the Phase 1 Project, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations, as determined by the District Counsel and the District’s bond counsel, in their sole and exclusive discretion, and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities.

b. It is acknowledged by the parties that the Series 2022 Bonds will provide only a portion of the funds necessary to complete the Phase 1 Project described in the Engineer’s Report. As such, in connection with the sale and issuance of the Series 2022 Bonds, the parties are simultaneously entering into that certain Agreement Regarding the Completion of Certain Improvements (Phase 1 Project) (the “**Completion Agreement**”) whereby the Landowner agrees to complete, cause to be completed, provide

funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, the Phase 1 Project described in the Engineer's Report which remain unfunded by the Series 2022 Bonds, subject to the terms and conditions of the Completion Agreement.

6. Taxes, Assessments, and Costs.

a. Taxes, assessments and costs resulting from Agreement. The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or the Landowner's property or property interest, or any other such expense.

b. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Charlotte County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed that are incurred by the District after the District's acquisition. For example, if the District acquires property in January 2022, the Landowner shall escrow with Charlotte County the pro rata amount of taxes due for the tax bill payable in November 2022. If any additional taxes are imposed on the District's property in 2022 in excess of such escrow, then the Landowner agrees to reimburse the District for that additional amount.
2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

c. Notice. The parties agree to provide written notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection b. above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

d. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment,

or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

7. **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 and/or specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

8. **Indemnification.** For all actions or activities that occur prior to the date of the acquisition or assignment of the relevant portion of the Phase 1 Project hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the applicable portion of the Phase 1 Project, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement or any negligent acts or omissions of the District relating to a portion of the Phase 1 Project subsequent to the District's acquisition of such applicable portion.

9. **Enforcement of Agreement.** In the event that either 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Landowner relating to the subject matter of this Agreement.

11. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto. No material amendment to this Agreement shall be made without the prior written consent of the Trustee for the Series 2022 Bonds on behalf of and at the written direction of the holders of the Series 2022 Bonds owning a majority of the aggregate principal amount of all Series 2022 Bonds outstanding.

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

13. **Notices.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District: Tuckers Pointe
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300

Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.

If to Landowner: Tuckers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256
Attn: Graydon E. Miars, Vice President

With a copy to: Patricia Nolan, Esq., General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256

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

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

15. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2022 Bonds, on behalf of the holders of the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Landowner's obligations hereunder. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

16. Assignment. Neither the District nor the Landowner may assign this Agreement without the prior written approval of the other party hereto, the Trustee for the Series 2022 Bonds for and at the written direction of the holders of the Series 2022 Bonds owning a majority of the aggregate principal amount of all Series 2022 Bonds outstanding.

17. Applicable Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents

that the venue for any litigation arising out of or related to this Agreement shall be in Charlotte County, Florida.

18. Effective Date. This Agreement shall be effective upon execution by both the District and the Landowner as of the date set forth in the first paragraph of this Agreement (the “**Effective Date**”).

19. Termination. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2022 Bonds within three (3) years from the Effective Date of this Agreement.

20. Public Records. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

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

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

23. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

{Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.}

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

DISTRICT:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jim McGowan, Chairman

LANDOWNER:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7B

**AGREEMENT REGARDING THE
COMPLETION OF CERTAIN IMPROVEMENTS
(Phase 1 Project)**

THIS AGREEMENT REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS (Phase 1 Project) (this “**Agreement**”) is made and entered into as of this 25th day of February, 2022, by and between **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Charlotte County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but not limited to, water, wastewater and irrigation utilities, earthwork and clearing for storm water management and storm water management facilities and other infrastructure authorized by Chapter 190, Florida Statutes within or without the boundaries of the District; and

WHEREAS, the Landowner is the owner and developer of certain lands in Charlotte County, Florida that are located within the boundaries of the District; and

WHEREAS, the District is issuing its Series 2022 Bonds (as defined below) as described in a Limited Offering Memorandum dated as of February 10, 2022 (“**LOM**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities within and outside the boundaries of the District (“**CIP**”), which CIP is detailed in that certain Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (“**First Supplement**”) (the Master Engineer’s Report together with the First Supplement are referred to collectively herein as the “**Engineer’s Report**”). The Master Engineer’s Report and the First Supplement are attached hereto and made a part hereof as **Exhibit “A”**. The Engineer’s Report contemplates that such public infrastructure improvements and facilities necessary to support development within the District would be undertaken in various phases. The Engineer’s Report identifies and designates a certain portion of the CIP that is necessary to support the first phase of development (“**Phase 1 Project**”), a portion of which Phase 1 Project will be financed by the Series 2022 Bonds (defined below); and

WHEREAS, the Engineer’s Report estimates the cost of the overall Phase 1 Project to be approximately \$15,448,400; and

WHEREAS, the District has imposed special assessments on the assessable property within the District as described in the LOM to secure financing for the construction or acquisition of the public

infrastructure improvements for the District's CIP, including the Phase 1 Project, and has validated not to exceed \$70,660,000 in special assessment revenue bonds to fund the planning, design, permitting, construction and/or acquisition of improvements including, but not limited to, the Phase 1 Project; and

WHEREAS, the District intends to finance a portion of the Phase 1 Project through the use of proceeds from the anticipated sale of \$9,600,000 in aggregate principal amount of Tuckers Pointe Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) (the "**Series 2022 Bonds**"); and

WHEREAS, in order to induce the District to acquire a portion of the Phase 1 Project and to ensure the balance of the Phase 1 Project is fully completed and/or funding is available in a timely manner to provide for its construction and completion, the parties desire to enter into this Agreement.

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 District and the Landowner agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Completion of Improvements.** The Landowner and the District agree and acknowledge that the District's proposed Series 2022 Bonds will provide only a portion of the funds necessary to complete the Phase 1 Project described in the Engineer's Report. Therefore, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Phase 1 Project described in the Engineer's Report that remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the "**Remaining Improvements**"). The District may, in accordance with subsection c. below, issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements, but nothing herein shall be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and Landowner hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements.

a. When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds directly to the contractor or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such existing contract (including change orders thereto) or pursuant to a future contract.

b. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, so long as the District's Board of Supervisors determines that the option selected by the Landowner will not adversely impact the District and is in the District's best interests, as determined by the Board of Supervisors. To the extent the District's Board of Supervisors determines the option selected by the Landowner will adversely impact the District and/or is not in the District's best interests, the Landowner shall complete said portion of the Remaining Improvements in the manner requested by the District.

c. The parties agree that any funds provided by the Developer to fund the Remaining Improvements and/or the District's acquisition of the Remaining Improvements may from the Developer be

payable from, the proceeds of any future issuance of bonds that may be, but shall not be required to be, issued by the District (i.e., other than the Series 2022 Bonds); provided that such repayment of said future issuance of bonds is payable solely from special assessments properly levied on real property within the District benefitted by such Remaining Improvements and provided such issuance is not prohibited by the Master Trust Indenture dated as February 1, 2022 between the District and U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”) as supplemented by the First Supplemental Trust Indenture between the District and the Trustee dated as of February 1, 2022. Within forty-five (45) days after receipt of sufficient funds by the District for the Remaining Improvements and from the issuance of such future bonds, the District, may at its sole discretion, pay the acquisition price to the Developer in full pursuant to separate acquisition agreement between the parties, exclusive of interest, based upon actual costs certified by the District Engineer for the Remaining Improvements; provided, however, that in the event the District’s bond counsel determines that any such monies advanced or expenses incurred for any portion of the Remaining Improvements are not qualified costs for any reason including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Remaining Improvements. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. If within three (3) years after the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not pay the Developer the acquisition price for the Remaining Improvements advanced hereunder, then the parties agree that the District shall have no payment obligation whatsoever.

3. Other Conditions and Acknowledgments

a. The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Phase 1 Project described in the Engineer’s Report may change from that described in the Engineer’s Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Phase 1 Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes. Material changes to the Phase 1 Project shall require the prior written consent of the Trustee for the Series 2022 Bonds acting at the direction of the holders of the Series 2022 Bonds owning a majority of the aggregate principal amount of all Series 2022 Bonds outstanding. For purposes of this Agreement, a change to the Phase 1 Project shall be deemed “material” if it reduces or alters the amount of infrastructure necessary to fully develop Phase 1 or adversely affects the ability of the District to levy special assessments to pay debt service on the Series 2022 Bonds.

b. The District and the Landowner agree and acknowledge that any and all portions of the Remaining Improvements that are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District to be owned by the District or for possible conveyance by the District to such other appropriate unit of local government as is designated in the Engineer’s Report or required by governmental regulation or development approval. All conveyances of infrastructure intended to be further conveyed to another unit of local government shall be completed and transferred in accordance with any applicable requirements of the appropriate unit of local government.

c. Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Landowner of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of \$9,600,000 par amount of Series 2022 Bonds and use of a portion of the proceeds thereof to acquire or construct a portion of the Phase 1 Project described in the Engineer’s Report, and (b) the scope, configuration, size and/or composition of the Phase 1 Project described in the Engineer’s Report not materially changing without the consent of the Landowner. Such consent is not necessary and the Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Phase 1 Project is materially changed in response to a requirement imposed by a regulatory agency.

d. Improvements made by the Landowner pursuant to the completion obligations hereunder will not be accepted for operation and maintenance by the District until such time as the improvements are appropriately conveyed to the District in accordance with the requirements of the Agreement Regarding the Acquisition of Certain Work Product and Infrastructure being entered into by the District and the Landowner concurrent herewith.

4. Default. In the event of any default by the Landowner in satisfying its obligations as and when required by the terms of this Agreement, then the District shall notify the Landowner in writing of such default, and the Landowner shall have a period of sixty (60) days from and after notice from the District to cure such default, or, if such cure is not reasonably capable of cure within sixty (60) days, then such longer period of time as is reasonably necessary provided Landowner commences to cure within such 60-day period and diligently prosecutes such cure to completion, but in no event shall the overall cure period exceed one hundred twenty (120) days (“**Landowner Cure Period**”). If the Landowner fails to cure such default within the Landowner Cure Period, then the District shall have the right, but not the obligation, to satisfy any such obligations giving rise to the default directly and thereafter record a lien against any or all lands then owned by the Landowner within Phase 1 for the amount of any costs incurred by the District in satisfying such defaulted obligations, which lien shall be enforceable and foreclosable in the manner of construction lien pursuant to Section 713, Florida Statutes. In addition, upon a default by the Landowner beyond the applicable cure periods set forth herein, the District shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, punitive, exemplary or special damages) and/or specific performance. Notwithstanding the foregoing, nothing in this section shall operate to release the Landowner from its obligations under this Agreement. Except as otherwise expressly set forth in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Except as otherwise expressly set forth in this Agreement, nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third-party to this Agreement.

5. Enforcement of Agreement. In the event that either 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 fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings. Notwithstanding anything to the contrary herein, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards with respect to the enforcement of this Agreement.

6. Amendments. Amendments to this Agreement may be made only by an instrument in writing that is executed by both the District and the Landowner. With respect to any amendment that would have a material effect on the District’s ability to pay debt service on the Series 2022 Bonds, the prior written consent of the Trustee acting at the direction of the holders of the Series 2022 Bonds owning a majority of the aggregate principal amount of all Series 2022 Bonds outstanding must be obtained for such amendment.

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

8. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District: Tuckers Pointe
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.

If to Landowner: Tuckers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Graydon E. Miars, Vice President

With a copy to: Patricia Nolan, Esq., General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. 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. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

10. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2022 Bonds, on behalf of the holders of the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Landowner's obligations hereunder. Said Trustee shall not be deemed to have assumed any obligation as a result of this Agreement.

11. **Assignment.** Neither the District nor the Landowner may assign this Agreement without the prior written approval of the other party hereto and the Trustee acting at the direction of the holders of the Series 2022 Bonds owning a majority of the aggregate principal amount of all Series 2022 Bonds outstanding.

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

13. **Effective Date.** This Agreement shall be effective upon execution by both the District and the Landowner.

14. **Public Records.** The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

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

17. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

{Remainder of page intentionally left blank. Signatures appear on next page.}

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

DISTRICT:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jim McGowan, Chairman

LANDOWNER:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

Exhibit "A": Master Engineer's Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021

and

Supplement #1 to the Master Engineer's Report for Tuckers Pointe Community Development District Engineer's Report Dated August 13, 2021, dated January 28, 2022

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7C

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

(space above this line for recording data)

TRUE-UP AGREEMENT (Phase 1 Project)

THIS TRUE-UP AGREEMENT (Phase 1 Project) (this “**Agreement**”) is made and entered into as of this 25th day of February, 2022, by and between **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance of the Board of County Commissioners of Charlotte County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, water and wastewater utilities, stormwater management and control facilities, onsite and offsite roadway improvements, landscaping, environmental and wildlife mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

WHEREAS, the Landowner is the owner of certain lands in Charlotte County, Florida, located within the boundaries of the District and legally described on **Exhibit “A”** attached hereto and made a part hereof (the “**Phase 1**”); 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, a Final Judgment was issued on November 30, 2021 validating the authority of the District to issue up to \$70,660,000 in aggregate principal amount of Tuckers Pointe Community Development District special assessment revenue bonds to finance certain public improvements and facilities within the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities within and outside the boundaries of the District (“**CIP**”), which CIP is detailed in that certain Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (“**First Supplement**”) (the Master Engineer’s Report together with the First Supplement are referred to collectively herein as the “**Engineer’s Report**”). The Engineer’s Report contemplates that such public infrastructure improvements and facilities necessary to support development within the District would be undertaken in various phases. The Engineer’s Report identifies

and designates a certain portion of the CIP that is necessary to support the first phase of development (the “**Phase 1 Project**”), a portion of which Phase 1 Project will be financed by the Series 2022 Bonds (defined below); and

WHEREAS, the District is issuing \$9,600,000 Tuckers Pointe Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) (the “**Series 2022 Bonds**”) to finance the design, construction and/or acquisition of all or a portion of the Phase 1 Project; and

WHEREAS, the District has taken certain steps necessary to impose special assessments upon Phase 1 pursuant to Chapters 170, 190 and 197, Florida Statutes, as security for the Series 2022 Bonds; and

WHEREAS, the District’s special assessments securing the Series 2022 Bonds (the “**Series 2022 Assessments**”) were imposed on the benefitted Phase 1 land as more specifically described Resolution No. 2021-26 adopted August 13, 2021; Resolution No. 2021-27 adopted August 13, 2021; Resolution No. 2022-05 adopted October 13, 2021; and any applicable supplemental resolutions adopted or to be adopted by the District (collectively, the “**Assessment Resolutions**”). Said resolutions are incorporated herein by reference; and

WHEREAS, as of the date of this Agreement, the Landowner is the owner of Phase 1, which land benefits or will benefit from the Phase 1 Project to be financed, in part, by the Series 2022 Bonds; and

WHEREAS, the Landowner agrees that Phase 1 benefits from the design, construction or acquisition of the Phase 1 Project; and

WHEREAS, the Landowner agrees that the Series 2022 Assessments that were imposed on Phase 1 have been validly imposed and constitute valid, legal and binding liens upon Phase 1; and

WHEREAS, the Landowner waives any rights it may have under Section 170.09, Florida Statutes to prepay the Series 2022 Assessments without interest within thirty (30) days after completion of the Phase 1 Project; and

WHEREAS, the Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Assessments on Phase 1; and

WHEREAS, the Landowner may subdivide the property within Phase 1 based on then-existing market conditions, and the actual densities established may be more or less than the densities assumed in the Assessment Report (hereinafter defined); and

WHEREAS, that certain Tuckers Pointe Community Development District Master Special Assessment Methodology Report prepared by Wrathell, Hunt and Associates, LLC and dated August 13, 2021 (“**Master Assessment Report**”), as supplemented by that certain Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report prepared by Wrathell, Hunt & Associates, LLC dated February 10, 2022 (“**Supplemental Assessment Report**”) as further supplemented and/or amended (the Master Assessment Report and the Supplemental Assessment Report, as supplemented and/or amended, are collectively referred to herein as the “**Assessment Report**”) provides the manner in which the Series 2022 Assessments are allocated. Within that process, as Phase 1 is platted (i.e. subdivision plat, site plan, or lands submitted to condominium form of ownership by the recording of a Declaration of Condominium) and provided individual parcel identification numbers by the Charlotte County Property Appraiser, the allocation of the amounts assessed to and constituting a lien upon Phase 1 would be calculated based upon certain density assumptions relating to the number of each product type to be constructed within Phase 1, which assumptions were provided by the Landowner; and

WHEREAS, the Landowner intends and/or has already begun to plat Phase 1. Phase 1 will be platted and sold based upon then existing market conditions, and the actual densities established through platting may be at some density less than the densities assumed in the Assessment Report (a “**Density Reduction**”); and

WHEREAS, in the event of a Density Reduction, the Assessment Report anticipates a mechanism by which the Landowner shall make certain payments to the District in order that the amount of Series 2022 Assessments on the unplatted portions of Phase 1 will not exceed the amount as described in the Assessment Report (each such payment shall be referred to as a “**True-Up Payment**”); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to confirm the Landowner’s intentions and obligations to make any and all True-Up Payments relating to the Series 2022 Assessments on Phase 1 when due.

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. Validity of Assessments. The Landowner agrees that Assessment Resolutions have been duly adopted by the District. The Landowner further agrees that the Series 2022 Assessments imposed as a lien on Phase 1 by the District are legal, valid and binding first liens running with Phase 1 until paid, co-equal with the taxes and liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims (except federal liens, titles and claims). The Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2022 Assessments.

3. Landowner's Acknowledgment of Lien and Waiver of Prepayment.

a. The Landowner acknowledges its obligations as the owner of Phase 1 subject to the Series 2022 Assessments levied and imposed by the District on such benefitted land. The Landowner agrees that to the extent the Landowner fails to timely pay on an annual basis the Series 2022 Assessments imposed on Phase 1 invoiced by mailed notice of the District (if the District elects, in its discretion, to collect the Series 2022 Assessments from Landowner in said manner), said unpaid Series 2022 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, Florida Statutes, in any subsequent year or may be foreclosed on as provided for in Florida law.

b. The Landowner agrees that the provisions of this Agreement shall constitute a covenant running with Phase 1 and shall remain in full force and effect and be binding upon the Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

c. The Landowner further waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Series 2022 Assessments without interest within thirty (30) days of completion of the Phase 1 Project.

4. Special Assessment Reallocation.

a. Assumptions. As of the date of the execution of this Agreement, the Landowner has informed the District for purposes of developing the Assessment Report that the Landowner expects to construct, or provide for the construction, of the following product types and number of units as and where designated within Phase 1 as more completely specified in the Assessment Report (“**Development Units**”) such that no True-Up Payments shall be required:

<u>Product Type</u>	<u>Planned Assessable Units</u>	<u>Equivalent Residential Unit (ERU) Weighting Factor</u>	<u>Assessment Total ERUs</u>
Townhome	0	0.6	0
SF 40'	99	0.8	79.2
SF 50'	195	1.0	195
SF 60'	60	1.2	72
Total	354		346.20

b. Process for Reallocation of Assessments. In connection with the development of Phase 1, the Landowner will subdivide Phase 1 in accordance with the procedures of Charlotte County, Florida and Florida law. For purposes hereof, the subdivision process may include: (i) platting; (ii) subdivision via site plan; and/or (iii) recording of a Declaration of Condominium to designate condominium parcels (any of the foregoing subdivision methods will be generally referred to herein as a “**Plat**”). In connection with a finalized Plat, the Charlotte County Property Appraiser will assign parcel identification numbers for the individual subdivided portion(s) of Phase 1. The District shall allocate the Series 2022 Assessments in accordance with the Assessment Report and cause such allocation to be recorded in the District’s improvement lien book. In furtherance of the District tracking the obligations pursuant to this Agreement and otherwise maintaining the District’s improvement lien book, the Landowner covenants and agrees to provide to the District, prior to recordation, a copy of any and all Plats for all or any portion of Phase 1. Additionally, the parties agree the following provisions shall apply with respect to the reallocation of the Series 2022 Assessments:

(i) The Assessment Report was established based upon the Landowner’s current development plan and sets forth in the Landowner’s projection for the anticipated Development Units within Phase 1, which projections are set forth above in subsection a. If at any time and pursuant to Section 5.6 of the Supplemental Assessment Report, in the reasonable determination of the District, the debt per acre of the remaining unplatted portion of Phase 1 subject to the Series 2022 Assessments exceeds the established maximum ceiling debt per developable acre in the Assessment Report or there is a Density Reduction whereby such Density Reduction will not allow the District to collect sufficient assessment installments to meet its debt service obligations with respect to the Series 2022 Bonds in accordance with the Assessment Report, then a True-Up Payment computed as set forth in the Assessment Report shall become due and payable from the Landowner after written demand from the District, or the District Manager on behalf of the District, and shall be paid by the Landowner within such reasonable time period as specified by the District, or the District Manager on behalf of the District. The True-Up Payment shall be in addition to, and not in lieu of, any other regular assessment installment(s) levied on Phase 1. The District, or the District Manager on behalf of the District, will provide as much prior written notice to the Landowner as is reasonably practicable and will ensure collection of such amounts in a timely manner in order to meet its debt service obligations with respect to the Series 2022 Bonds, and in all cases, the Landowner agrees that such payments shall be made in order to ensure the District’s timely payment of the debt service obligations on the Series 2022 Bonds. The Landowner shall pay as part of a True-Up Payment accrued interest on the Series 2022 Bonds to the next quarterly redemption date if such date is at least forty-five (45) days after such True-up Payment, and if such date less than forty-five (45) days, then the Landowner shall pay accrued interest until the second succeeding quarterly redemption date. The

Landowner covenants to comply or, as contemplated by Section 8 hereof, cause others to comply, with the requirements of this Section.

(ii) The foregoing provisions are based upon the current development plan provided by the Landowner, which development plan contemplates that planned Development Units within Phase 1 as identified in the Assessment Report, and such provisions are intended to provide a formula to ensure the appropriate allocation of the Series 2022 Assessments is maintained if less than the anticipated Development Units are established. However, the District agrees that nothing herein prohibits more than the number of Development Units identified in the Assessment Report from being established within Phase 1. Further, no third-party shall be entitled to rely on this Agreement as a commitment or undertaking by the Landowner that a minimum number of Development Units will be established. In no event shall the District collect Series 2022 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2022 Bonds, including all costs of financing and interest. Further, upon the Landowner's final Plat for Phase 1, any unallocated Series 2022 Assessments shall constitute a True-Up Payment and shall become due and payable and must be paid to the District immediately upon demand by the District.

5. Enforcement. This Agreement is intended to be an additional method of the District's enforcement of the True-Up Payments, if required, as set forth in the Assessment Resolutions. This Agreement does not alter or affect the liens created by the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages, injunctive relief and specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

6. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

7. Notice. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District: Tuckers Pointe
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.

If to Landowner: Tuckers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Graydon E. Miars, Vice President

With a copy to: Patricia Nolan, Esq., General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or facsimile number set forth herein. Notices hand 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, address or facsimile number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

8. Assignment.

a. The Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of subsection c. below. This Agreement shall constitute a covenant running with title to Phase 1, binding upon the Landowner and its successors and assigns, and any transferee of any portion of Phase 1 as set forth in subsection c. below, but shall not be binding upon transferees permitted by Sections 8.b.(i) through (v) below.

b. The Landowner shall not transfer any portion of Phase 1 to any third-party without complying with the terms of subsection c. below, other than:

(i) Platted and fully-developed lots to homebuilders restricted from re-platting.

(ii) Portions of Phase 1 exempt from assessments to the County, the District, or other governmental agencies.

(iii) Portions of Phase 1 designated as common areas and related common area facilities to a homeowners' or property owners' association.

(iv) Portions of Phase 1 for which all of the Series 2022 Assessments have been paid in full.

Any transfer of any portion of Phase 1 pursuant to subsections (i) through (iv) of this Section 8.b. shall constitute an automatic release of such portion of Phase 1 from the scope and effect of this Agreement.

c. The Landowner shall not transfer any portion of Phase 1 to any third-party, except as permitted by Sections 8.b.(i) through (iv) above, without satisfying any True-Up Payment that is due as a result of a True-Up analysis that will be performed by the District Manager prior to, and as a condition of, such transfer (the "**Transfer Condition**"). Any transfer that is consummated pursuant to this subsection c. shall operate as a release of the Landowner from its obligations under this Agreement as to such portion of Phase 1 only arising from and after the date of such transfer and satisfaction of the Transfer Condition,

and the transferee, as the successor in title, shall assume the Landowner's obligations hereunder to said portion of Phase 1 and be deemed the "Landowner" from and after such transfer for all purposes as to such portion of Phase 1 so transferred.

9. Integration/Amendment. This Agreement shall constitute the entire agreement between the parties. Amendments to this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. With respect to any amendment that would have a material effect on the District's ability to pay debt service on the Series 2022 Bonds, the prior written consent of the Trustee acting at the direction of the holders of the Series 2022 Bonds owning a majority of the aggregate principal amount of all Series 2022 Bonds outstanding must be obtained for such amendment.

10. Termination. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party and the Trustee for the Series 2022 Bonds acting at the written direction of the holders of the Series 2022 Bonds owning a majority of the aggregate principal amount of all Series 2022 Bonds outstanding, or until it is automatically terminated upon the earlier of (i) payment in full of the Series 2022 Bonds, or (ii) upon final allocation of all Series 2022 Assessments to all Land subject to the Series 2022 Assessments, and all True-Up Payments with respect to Phase 1, if required, have been paid as determined by the District Manager.

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

12. 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. Notwithstanding anything herein to the contrary, the parties hereto agree that the Trustee for the Series 2022 Bonds, on behalf of the holders of the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and the Landowner acknowledges that the Trustee on behalf of the holders of the Series 2022 Bonds shall be entitled to enforce the provisions of this Agreement according to the provisions set forth in the applicable trust indenture. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

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

14. Applicable Law. This Agreement shall be governed by the laws of the State of Florida.

15. Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages,

if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

16. Effective Date. This Agreement shall become effective upon execution by the parties hereto on the date reflected above.

{Remainder of page intentionally left blank. Signatures begin on the next page.}

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

DISTRICT:

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jim McGowan, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Jim McGowan, as Chairman of Tuckers Pointe Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

(Signatures continue on following page)

LANDOWNER:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

Witnesses:

Signature
Printed Name: _____

By: _____
Graydon E. Miars, Vice President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Graydon E. Miars, Vice President of TUCKERS DEVELOPERS, LLC, a Delaware limited liability company, on behalf of said entity, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit A: Legal Description of Phase 1

EXHIBIT A

Legal Description of Phase 1

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7D

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

(space above this line for recording data)

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS (Phase 1 Project)

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS (Phase 1 Project) (this “**Assignment**”) is made as of this 25th day of February, 2022, by **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**Assignor**”), in favor of **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Charlotte County, Florida (together with its successors and assigns, the “**District**” or “**Assignee**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Charlotte County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, Assignor is the owner and developer of certain lands in Charlotte County, Florida, which lands are located within the geographical boundaries of the District and within the master-planned community commonly referred to as Tuckers Pointe (the “**Development**”); and

WHEREAS, Assignee proposes to issue its \$9,600,000 Tuckers Pointe Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) (the “**Series 2022 Bonds**”) to finance the acquisition and/or construction of certain public infrastructure that will provide special benefit to a specified portion of the developable lands owned by Assignor in the District known as Phase 1 of the District and legally described on **Exhibit “A”** attached hereto and made a part hereof (“**Phase 1**”). Phase 1 is located within the geographical boundaries of the District; and

WHEREAS, within Phase 1, Assignor is currently planning to plat 354 residential units (as to each, a “**Unit Parcel**”), which Unit Parcels are being developed to be sold to homebuilders or end-user residents within the District (such date that all such Unit Parcels are fully developed being defined herein as the “**Development Completion**”) as contemplated by that certain Tuckers Pointe Community Development District Master Special Assessment Methodology Report prepared by Wrathell, Hunt and Associates, LLC and dated August 13, 2021 (“**Master Assessment Report**”), as supplemented by that certain Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report prepared by Wrathell, Hunt & Associates, LLC dated February 10, 2022 (“**Supplemental Assessment Report**”), as further supplemented and/or amended (the Master Assessment Report and the Supplemental Assessment Report, as supplemented and/or amended, are collectively referred to herein as the “**Assessment Methodology Report**”); and

WHEREAS, the security for the repayment of the Series 2022 Bonds is special assessments (the “**Series 2022 Assessments**”) levied against Phase 1 as described in the Assessment Methodology Report relating to the District’s acquisition and/or construction of a portion of the District’s capital improvement project generally known as the Phase 1 Project (defined below); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities within and outside the boundaries of the District (“**CIP**”), which CIP is detailed in that certain Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (“**First Supplement**”) (the Master Engineer’s Report together with the First Supplement are referred to collectively herein as the “**Engineer’s Report**”). The Engineer’s Report contemplates that such public infrastructure improvements and facilities necessary to support development within the District would be undertaken in various phases. The Engineer’s Report identifies and designates a certain portion of the CIP that is necessary to support the first phase of development (the “**Phase 1 Project**”), a portion of which Phase 1 Project will be financed by the Series 2022 Bonds; and

WHEREAS, during the time in which Phase 1 is being developed and prior to reaching Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Series 2022 Assessments securing the Series 2022 Bonds and/or the completion obligations of Assignor as defined in that certain Agreement Regarding the Completion of Certain Improvements (Phase 1 Project) between Assignee and Assignor being entered into concurrently herewith (“**Completion Agreement**”); and

WHEREAS, Assignor represents and agrees that (i) Assignor is the owner of Phase 1; (ii) Assignor is the developer of Phase 1; (iii) Phase 1 will receive a special benefit from the Phase 1 Project; (iv) Assignor controls and/or will control certain permits and entitlements relating to Phase 1; and (v) Assignor’s execution of this Assignment is a material condition precedent to Assignee’s willingness to issue the Series 2022 Bonds and acquire the Phase 1 Project; and

WHEREAS, in the event of (i) a default by Assignor in the payment of the Series 2022 Assessments securing the Series 2022 Bonds, (ii) a default by Assignor in the payment of a True-Up Payment (as defined in the True-Up Agreement (Phase 1 Project) between Assignee and Assignor being entered into concurrently herewith (“**True-Up Agreement**”)), (iii) a default by Assignor under the Completion Agreement, or (iv) in the event of any other Event of Default (as defined herein), Assignee requires, in addition to the remedies afforded Assignee under the Master Trust Indenture dated as of February 1, 2022 (the “**Master Indenture**”), as supplemented by a First Supplemental Trust Indenture dated as of February 1, 2022 (the “**First Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”) pursuant to which the Series 2022 Bonds are being issued, and the other agreements being entered into by Assignor and Assignee concurrently herewith with respect to the Series 2022 Bonds and the Series 2022 Assessments including, without limitation, the True-Up Agreement and the Completion Agreement (such remedies therein being referred to collectively as the “**Remedial Rights**”), certain remedies with respect to the Development & Contract Rights (defined below) in order to complete or enable a third-party to complete development of Phase 1 to the point of Development Completion; and

WHEREAS, in the event Assignee exercises its Remedial Rights, Assignee requires this assignment of certain Development & Contract Rights (defined below), to complete development of Phase 1 to Development Completion to the extent that such Development & Contract Rights have not been assigned, transferred, or otherwise conveyed (prior to the enforcement of this Assignment) to Charlotte County, Florida, any non-affiliated homebuilder (i.e. not affiliated with Assignor) (a “**Non-Affiliated**

Homebuilder”), any utility provider, governmental or quasi-governmental entity, any applicable homeowners’ association or other governing entity or association, as may be required by applicable permits, approvals, plats, entitlements or regulations affecting Phase 1, if any (a **“Prior Transfer”**); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of Phase 1 as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report until an Event of Default (as hereinafter defined). Assignor shall have a revocable license to exercise all rights of Assignor under the Development & Contract Rights (as defined below); provided, however, that this Assignment shall not apply to the extent of the following: (i) this Assignment has been terminated earlier pursuant to the express terms of this Assignment; (ii) a Prior Transfer has already occurred with respect to the Development & Contract Rights, but only to the extent that such particular Development & Contract Rights are subject to the Prior Transfer; (iii) a Unit Parcel is conveyed to a Non-Affiliated Homebuilder or end-user resident, in which event such Unit Parcel shall be released automatically herefrom; or (iv) any property is in the future (but prior to enforcement of this Collateral Assignment) conveyed, to the County, any Non-Affiliated Homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowners’ association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting Assignee, if any, but only to the extent that such particular Development & Contract Rights are subject to said transfer, in which event such property shall be automatically released herefrom (a **“Qualified Transferred Property”**); and

WHEREAS, the rights assigned to Assignee hereunder shall be exercised in a manner which will not materially affect the intended development of Phase 1; and

WHEREAS, this Assignment shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2022 Bonds in full; or (ii) Development Completion (herein, the **“Term”**).

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Collateral Assignment.** Assignor hereby collaterally assigns, transfers and sets over to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor or subsequently acquired by the Assignor, all of Assignor’s development rights relating to development of Phase 1, and all of Assignor’s rights as declarant of all property and homeowners’ associations with respect to, and to the extent of the Unit Parcels not conveyed to third parties as of the date hereof (herein, collectively, the **“Development & Contract Rights”**) as security for Assignor’s payment and performance and discharge of its obligation to pay the Series 2022 Assessments levied against Phase 1 owned by the Assignor from time to time. This assignment is absolute and effective immediately. Notwithstanding the foregoing, Assignor shall have a revocable license to exercise all rights under the Development & Contract Rights until an Event of Default (as defined below) shall have occurred. Upon the occurrence of an Event of Default, at Assignee’s option, by written notice to Assignor, Assignee shall have the right to exercise all of the Development & Contract Rights that are not subject to a Prior Transfer. Assignor hereby grants to Assignee a license to enter upon Phase 1 for the purposes of exercising any of the assigned Development & Contract Rights. The Development & Contract Rights shall include the items listed in subsections (a) through (h) below as they pertain to development of Phase 1 or the Phase 1 Project, but shall specifically exclude any portion of the Development & Contract Rights which relate solely to (i) a Qualified Transferred

Property; (ii) any Prior Transfer; (iii) lands outside Phase 1 or improvements not included in Phase 1 (except for off-site lands to the extent improvements are necessary or required to complete the development of Phase 1 to Development Completion); or (iv) any parcel of land within Phase 1 where all of the Series 2022 Assessments have been paid in full:

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates and development agreements;

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other land development improvements;

(c) Preliminary and final site plans and plats;

(d) Architectural plans and specifications for public buildings and other improvements constituting a part of the development of Phase 1 and other infrastructure benefitting Phase 1;

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within Phase 1 or the Phase 1 Project and construction of improvements thereon, except not including any of the foregoing related to residential structures, or the amenity structures within Phase 1 constructed by or to be constructed by Assignor, and off-site to the extent improvements are necessary or required to complete the development of Phase 1 to Development Completion;

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Phase 1 Project or other improvements within Phase 1;

(g) All impact fees and impact fee credits; and

(h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

3. **Warranties by Assignor.** Assignor represents and warrants to Assignee as follows:

(a) Other than Prior Transfers, Assignor has made no assignment of the Development & Contract Rights to any person other than Assignee.

(b) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(d) Assignor is the developer of the Unit Parcels and controls the master permits and entitlements for Phase 1.

(e) There are no required third-party consents to the transfer of the Development & Contract Rights.

(f) Any transfer, conveyance or sale of Phase 1 shall subject any and all affiliated entities or successors-in-interest of the Assignor to this Assignment, except to the extent of a conveyance described in Section 2(i) through (iv).

4. **Covenants.** Assignor covenants with Assignee that during the Term:

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights and (ii) give notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development & Contract Rights include, without limitation, all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided, however, that Assignee will not modify, terminate, waive or release the Development & Contract Rights prior to the occurrence of an Event of Default.

(c) Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development & Contract Rights.

(d) Assignor agrees to obtain any and all necessary third-party consents to the assignment or transfer of the Development & Contract Rights at the time of receipt or effectiveness of the Development & Contract Rights, for the contracts or entitlements that are obtained in the future.

(e) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Series 2022 Bonds, subject to the terms of the True-Up Agreement providing for the potential decrease in the number of Unit Parcels, in which case Assignor may owe certain True-Up Payments thereunder.

5. **Events of Default.** Each of the following shall constitute an "**Event of Default**" under this Assignment: (a) a breach of Assignor's warranties contained in Section 3 hereof; (b) a breach of covenants contained in Section 4 hereof; (c) default by Assignor of the completion obligations of Assignor as set forth in the Completion Agreement, if not cured by Assignor within the applicable cure period under the Completion Agreement; and (d) the failure by Assignor to timely pay the Series 2022 Assessments or any installment thereof levied and imposed upon Phase 1, including the timely payment of any True-Up Payment under the True-Up Agreement.

6. **Assignee Obligations.** Nothing herein shall be construed as an obligation on the part of Assignee to accept any liability for all or any portion of the Development & Contract Rights unless Assignee chooses to do so in its sole discretion, nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development & Contract Rights unless and until Assignee revokes Assignor's license hereunder in accordance with Section 2 hereof. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any loss, cost, damage, claim or expense arising from or respect to any matter related to the Development & Contract Rights arising before the date that Assignee elects to revoke Assignor's license hereunder in accordance with Section 2 hereof.

7. **Remedies Upon Default.** Upon an Event of Default or the transfer of title to Unit Parcels owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee), or through

the sale of tax certificates to Assignee (or its designee) (each hereinafter being a “**Transfer**”), Assignee or its designee shall have the right, but not the obligation subject to the provisions of Section 9 hereof, to take any or all of the following actions, at Assignee’s option: (a) perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could; (b) initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights; and/or (c) further assign any and all of the Development & Contract Rights to a third-party acquiring title to Phase 1 or any portion thereof from Assignee or at a District foreclosure sale.

8. **Authorization.** After an Event of Default or a Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by Assignee or Assignee’s rights under this Assignment shall operate to release Assignor from its obligations under this Assignment.

9. **Third-Party Beneficiaries and Direction of Remedies Upon Default.** Assignor acknowledges that pursuant to the Indenture, U.S. Bank Trust Company, National Association (the “**Trustee**”), on behalf of the holders of the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Assignment. Assignor acknowledges that, in the event of an Event of Default, the Trustee shall be entitled to enforce Assignor’s obligations hereunder. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties hereunder.

10. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

11. **Further Assurances.** Whenever and so often as requested by a party hereto, the other party will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in such party all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Assignment.

12. **Amendments.** Amendments to this Agreement may be made only by an instrument in writing that is executed by all parties hereto. Only for amendments having a material effect on the District’s ability to pay debt service on the Series 2022 Bonds, the prior written consent of the Trustee for the Series 2022 Bonds at the written direction of the holders of the Series 2022 Bonds owning a majority of the aggregate principal amount of all Series 2022 Bonds outstanding must be obtained.

13. **Notices.** All notices, requests, consents and other communications under this Assignment (“**Notices**”) shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District: Tuckers Pointe
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.

If to Landowner: Tuckers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256
Attn: Graydon E. Miars, Vice President

With a copy to: Patricia Nolan, Esq., General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256

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

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

Witnesses:

By: _____
Graydon E. Miars, Vice President

Signature
Printed Name: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Graydon E. Miars, as Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of said entity, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

ASSIGNEE:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

WITNESSES:

Witness Signature
Printed name:_____

By:_____
Jim McGowan, Chairman

Witness Signature
Printed name:_____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Jim McGowan, as Chairman of Tuckers Pointe Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name:_____
(Type or Print)
My Commission Expires:

EXHIBIT A

Legal Description of Phase 1

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7E

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

(space above this line for recording data)

**DECLARATION OF CONSENT TO JURISDICTION OF
COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS
(Phase 1 Project)**

TUCKERS DEVELOPERS, LLC, a Delaware limited liability company (“**Landowner**”) is currently the owner of the lands described in Exhibit “A” attached hereto and made a part hereof (the “**Property**”), intending that it and its successors, assigns and successors-in-title shall be legally bound by this Declaration, and in consideration of among other things the issuance of special assessment revenue bonds by Tuckers Pointe Community Development District (the “**District**”), hereby states as follows:

1. Landowner agrees and acknowledges that the District is, and has been at all times on and after July 28, 2021, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, as amended (the “**Act**”). Without limiting the generality of the foregoing, Landowner agrees and acknowledges that: (a) the petition filed with the Board of County Commissioners of Charlotte County, Florida (the “**BCC**”) relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 2021-030 enacted by the BCC on July 27, 2021, was duly and properly adopted by the BCC, in compliance with all applicable requirements of law; and (c) the initial members of the Board of Supervisors of the District (the “**Board**”) and their duly elected or appointed successors had the authority and right to authorize, approve, and undertake all actions of the District approved and undertaken from July 28, 2021, to and including the date of this Declaration.

2. Landowner agrees and acknowledges that the special assessments imposed by the following resolutions duly adopted by the Board: Resolution No. 2021-26 adopted August 13, 2021; Resolution No. 2021-27 adopted August 13, 2021; Resolution No. 2022-05 adopted October 13, 2021 and any any supplemental resolutions adopted, or to be adopted by the District (collectively, the “**Assessment Resolutions**”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments (collectively, the “**Assessments**”), and the Assessments are legal, valid and binding first liens upon the property against which such Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. Landowner, for itself and its successors, assigns and successors-in-title, hereby waives the right granted in Chapter 170.09, Florida Statutes, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of rights granted by the District to prepay the special assessments in full at any time, but with interest, and to prepay in part, but with interest, under the circumstances and to the extent set forth in the Assessment Resolutions.

4. Landowner expressly agrees and acknowledges that (i) the Assessments, the Assessment Resolutions, and the terms of the financing documents relating to the District's issuance of its \$9,600,000 Tuckers Pointe Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) or securing payment thereof (the "**Financing Documents**") are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments or claims of invalidity, deficiency or unenforceability of the Assessments and Financing Documents (and Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions and/or the Assessments and all proceedings undertaken by the District in connection therewith; (iv) Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of Landowner's default and agrees that, immediate use of remedies in Chapter 170, Florida Statutes, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, Florida Statutes; and (v) Landowner agrees that to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, Florida Statutes, in any subsequent year.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, Florida Statutes, including, without limitation, Section 197.573, Florida Statutes. This Declaration shall remain effective upon the merger, amendment, or name change of the District. Other information regarding the Assessments is available from the District's Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attn: District Manager.

LANDOWNER HEREBY DECLARES THAT THE PROPERTY SHALL BE OWNED, USED, SOLD, CONVEYED, ENCUMBERED, DEMISED AND OCCUPIED SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY AND SHALL BE BINDING ON LANDOWNER AND ON ALL PERSONS (INCLUDING, WITHOUT LIMITATION, INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND ITS SUCCESSORS-IN-INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, TO THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

{Remainder of page intentionally left blank. Signatures appear on next page.}

LANDOWNER:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

Witnesses:

By: _____
Graydon E. Miars, Vice President

Signature
Printed Name: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Graydon E. Miars, as Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of said entity, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

Exhibit "A"

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7F

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Tr. N., Suite 300
Naples, FL 34103

(space above this line for recording data)

**LIEN OF RECORD OF TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT**
(Phase 1 Project)

Notice is hereby given that Tuckers Pointe Community Development District, a local unit of government of the State of Florida, established under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the “District”), enjoys a governmental lien of record on the property described in Exhibit “A” attached hereto. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other state liens, titles, and claims until paid pursuant to Section 170.09 of the Florida Statutes. The District’s lien secures the payment of special assessments levied in accordance with Florida Statutes which special assessments in turn secure the payment of the District’s \$9,600,000.00 Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
adamsc@whassociates.com

IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, INCLUSIVE OF DECLARATIONS OF CONSENT TO JURISDICTION OF TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS, AND THE RECORDS OF THE COUNTY CREATING THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.552 OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

DISTRICT:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jim McGowan, Chairman

EXHIBIT "A"
LEGAL DESCRIPTION

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7G

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

(space above this line for recording data)

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS
(Phase 1 Project)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Tuckers Pointe Community Development District (the “**District**”) in accordance with Chapters 170, 190 and 197, Florida Statutes, adopted Resolution Numbers 2021-26, 2021-27 and 2022-05, and as may be further supplemented (the “**Assessment Resolutions**”) providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by the Phase 1 Project (defined below) for improvements described in the Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021, as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (collectively, the “**Engineer’s Report**”, and as it relates to the Phase 1 project provided for therein, the “**Phase 1 Project**”). To finance the costs of a portion of the Phase 1 Project, the District issued its \$9,600,000 Tuckers Pointe Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project), which bonds are secured by the non-ad valorem assessments levied by the Assessment Resolutions (the “**Series 2022 Assessments**”). The legal description of the lands on which said Series 2022 Assessments are imposed is attached to this Notice as **Exhibit “A”**. As provided in the Assessment Resolutions, the Series 2022 Assessments do not apply to certain governmentally owned properties. Copies of the Engineer’s Report and the Assessment Resolutions may be obtained by contacting the District at the following:

Tuckers Pointe Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
adamsc@whassociates.com

The Series 2022 Assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law and constitute, and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. Pursuant to Section 190.048, Florida Statutes, you are hereby notified that:

TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed effective as of the 25th day of February, 2022, and recorded in the Public Records of Charlotte County, Florida.

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT**

WITNESSES:

By: _____
Jim McGowan, Chairman

Witness Signature
Printed name: _____

Witness Signature
Printed name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Jim McGowan, as Chairman of Tuckers Pointe Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

Exhibit "A"

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7H

**AGREEMENT REGARDING THE
ACQUISITION OF CERTAIN WORK PRODUCT AND
INFRASTRUCTURE
(Master Infrastructure Project)**

THIS AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE (Master Infrastructure Project) (this “**Agreement**”) is made and entered into as of this 25th day of February, 2022, by and between **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance of the Board of County Commissioners of Charlotte County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, water and wastewater utilities, stormwater management and control facilities, onsite and offsite roadway improvements, landscaping, environmental and wildlife mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

WHEREAS, the Landowner is the owner and developer of certain lands located within the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities within and outside the boundaries of the District (“**CIP**”), which CIP is detailed in that certain Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (“**First Supplement**”) (the Master Engineer’s Report together with the First Supplement are referred to collectively herein as the “**Engineer’s Report**”). The Master Engineer’s Report and the First Supplement are attached hereto and made a part hereof as **Exhibit “A”**. The Engineer’s Report contemplates that such public infrastructure improvements and facilities necessary to support development within the District would be undertaken in various phases. The Engineer’s Report contemplates certain off-site master public infrastructure improvements and facilities necessary to support development within the District. The portion of the Engineer’s Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of the master public infrastructure improvements and facilities shall be referred to herein as the “**Master Infrastructure Project**”, a portion of which Master Infrastructure Project will be financed by the Series 2022 Note (defined below); and

WHEREAS, the District presently intends to finance, in part, the planning, design, acquisition, construction, and installation of a portion of the Master Infrastructure Project through the sale of \$13,500,000 Tuckers Pointe Community Development District Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project) (the “**Series 2022 Note**”); and

WHEREAS, the District desires to (i) acquire portions of the Master Infrastructure Project from the Landowner on the terms and conditions set forth herein; and/or (ii) design, construct and install certain portions of the Master Infrastructure Project on its own account; and

WHEREAS, the District has not had sufficient monies on hand to allow the District to (i) contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the public infrastructure improvements within the Master Infrastructure Project (the “**Work Product**”) and (ii) undertake the actual construction and/or installation of public infrastructure improvements within the Master Infrastructure Project; and

WHEREAS, the District acknowledges the Landowner’s need to commence development of the Master Infrastructure Project in an expeditious and timely manner and in order to maintain certain permits and entitlements associated with the Master Infrastructure Project and the development within the District; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the Master Infrastructure Project, which delay would also delay the Landowner from implementing its planned development program, the Landowner has advanced, funded, commenced, and completed and/or will complete or assign certain work to enable the District to expeditiously provide the Master Infrastructure Project; and

WHEREAS, the Landowner is under contract to create or has created the Work Product for the District and wishes to convey to the District any and all of Landowner’s right, title and interest in the Work Product and provide for the parties who actually created the Work Product to allow the District to use and rely on the Work Product, as it is completed; and

WHEREAS, the Landowner acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, the Landowner has commenced construction of some portions of the Master Infrastructure Project; and

WHEREAS, the Landowner agrees to convey to the District all right, title and interest in the portion of the Master Infrastructure Project completed as of each Acquisition Date (as hereinafter defined) with payment from the proceeds of the Series 2022 Note (or as otherwise provided for herein) when and if available; and

WHEREAS, in conjunction with the acquisition of the Master Infrastructure Project, the Landowner will convey to the District without consideration interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the Master Infrastructure Project, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District; and

WHEREAS, the Landowner acknowledges that upon its conveyance, the District will have the right to use any real property interests conveyed for the public purposes intended for such real property (except as provided for in this Agreement); and

WHEREAS, the District and the Landowner are entering into this Agreement to set forth the process by which the District may acquire portions of the Master Infrastructure Project to ensure the timely provision of the Master Infrastructure Project and the development.

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 District and the Landowner agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Work Product.** Subject to (i) the provisions of this Agreement, (ii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or notes or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Series 2022 Note is issued), and (iii) the availability of proceeds from the Series 2022 Note for acquisition hereunder, the District agrees to pay the reasonable cost incurred by the Landowner in preparation of the Work Product. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District the total amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product but in no event in excess of the lower of its actual cost or its reasonable fair market value. In the absence of evidence to the contrary, the actual cost of any or all of the Work Product shall be deemed to be its reasonable fair market value. The District Engineer’s opinion as to cost shall be set forth in a District Engineer’s certificate that shall, at the applicable time set forth herein, accompany or be part of the requisition for any Bond funds from the District’s Trustee for the Series 2022 Note. In the event that the Landowner disputes the District Engineer’s opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s Affidavit that shall accompany the requisition for the funds from the District’s Trustee for the Series 2022 Note. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or acquisition, and thereafter the applicable operation and maintenance, of the Master Infrastructure Project. As to acquisition of Work Product, the following shall apply:

a. Payment for Work Product described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Series 2022 Note available for that purpose at the times and in the manner provided in the trust indenture relating thereto. The District shall not be obligated to expend any other funds for Work Product.

b. Subject to the provisions of Section 4, the Landowner agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer (but in no event in excess of the lower of its actual cost or its reasonable fair market value) and approved by the District pursuant to and as set forth in this Agreement. The parties agree to execute such documentation as may be reasonably required to convey the same.

c. The Landowner agrees to assign to the District on a non-exclusive basis, so as to enable the Landowner to construct and complete the Master Infrastructure Project as necessary all right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and

media, now known or hereinafter devised. To the extent determined necessary by the District, the Landowner shall, to the extent reasonably possible, obtain all required releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.

d. The Landowner acknowledges the District's right to use and rely upon the Work Product for any and all purposes.

e. The Landowner agrees to cause the parties responsible for preparing the Work Product to provide to the District, to the extent reasonably possible, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report. Nothing herein shall be construed or interpreted to create a warranty by the Landowner of any Work Product produced by an independent third-party.

f. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

3. Acquisition of the Public Infrastructure Components of the Master Infrastructure Project. The Landowner has constructed, is constructing, or is under contract to construct and complete certain public infrastructure portions of the Master Infrastructure Project. Subject to (i) the provisions of this Agreement, (ii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or notes or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Series 2022 Note is issued), and (iii) the availability of proceeds from the Series 2022 Note for acquisition hereunder, the District agrees to acquire the public infrastructure portions of the Master Infrastructure Project, including but not limited to those portions of the Master Infrastructure Project that have been completed prior to the issuance of the Series 2022 Note. When a portion of the Master Infrastructure Project is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Landowner agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be requested by the District; (iii) evidence of title acceptable to the District, describing the nature of Landowner's rights or interest in the portions of the Master Infrastructure Project being conveyed, and stating that the applicable portions of the Master Infrastructure Project are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; (iv) evidence, which may be in the form of the Project Engineer's certification in form acceptable to the District, that all governmental permits and approvals necessary to install the applicable portions of the Master Infrastructure Project have been obtained and that the applicable portions of the Master Infrastructure Project have been built in compliance with such permits and approvals; and (v) any other releases or documentation as may be reasonably requested by the District. The District Engineer in consultation with the District's Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the Master Infrastructure Project contemplated by the Engineer's Report, and if so, shall provide the Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process in the same manner described in Section 2 above relating to Work Product.

a. The District Manager shall determine, in writing, whether the District has, based upon the Landowner's estimate of cost, sufficient unencumbered funds to acquire the portion of the Master Infrastructure Project intended to be acquired by the District, subject to the provisions of Section 4. Payment for Master Infrastructure Project described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Series 2022 Note available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Notes are issued. The District shall not be obligated to expend any other funds for the Master Infrastructure Project.

b. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District Engineer and District Counsel on behalf of the District. If any item acquired is to be conveyed to a third-party governmental body by the District, then the Landowner agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.

c. Subject to the provisions of Section 4, the District Engineer shall certify as to the cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the reasonable fair market cost of the improvement, whichever is less, as determined by the District Engineer.

d. At the time of conveyance by the Landowner of the Landowner's rights or interest in any portion of the Master Infrastructure Project, the portion of the Master Infrastructure Project being conveyed shall be completed and in good condition, free from defects, as determined in writing by the District Engineer; and warrant to the District and any government entity to which the applicable portion of the Master Infrastructure Project may be conveyed by the District (or, if acceptable to the District, provide such warranty directly from the applicable contractor) guaranteeing the applicable portion of the Master Infrastructure Project against defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.

e. In connection with the acquisition of the Master Infrastructure Project, the Landowner will convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Master Infrastructure Project, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District. Any other real property interests necessary for the functioning of the Master Infrastructure Project to be acquired under this Section and to maintain the tax-exempt status of the Series 2022 Note (it being acknowledged that all portions of the Master Infrastructure Project must be located on governmentally owned property, in public easements or rights-of-way) shall be reviewed and conveyed in accordance with the provisions herein. The District agrees to accept the dedication or conveyance of some or all of the real property over which the Master Infrastructure Project has been or will be constructed or which otherwise facilitates the operation and maintenance of the Master Infrastructure Project. Such dedication or conveyance shall be at no cost to the District. The Landowner agrees to provide to the District the following: (i) appropriate special warranty deeds or other instruments of conveyance acceptable to the District; (ii) evidence of title reasonably acceptable to the District, describing the nature of Landowner's rights or interest in the Master Infrastructure Project and associated real property interests being conveyed, and stating that the Master Infrastructure Project and any associated real property interests are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; and (iii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Landowner and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District and lands that remain in the Landowner's ownership. The parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by an exchange with

the District receiving at least an equivalent amount of property as part of the adjustment; provided, however, no land transfer shall be accomplished if the same would impact the use of the Master Infrastructure Project or the tax-exempt status of the Series 2022 Note. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require a title search report or title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Landowner. The Landowner agrees that it has, or shall at the time of conveyance provide, good, marketable and insurable title to the real property to be acquired.

f. The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any portion of the Master Infrastructure Project conveyed pursuant to this Agreement.

g. If any portion of the Master Infrastructure Project acquired by the District hereunder is to be conveyed to a third-party governmental body, then the Landowner agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.

4. Payment by District. Payment for the Master Infrastructure Project described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Series 2022 Note available for that purpose at the times and in the manner provided in the trust indenture relating thereto. To the extent any portions of the Master Infrastructure Project are acquired by the District in advance of proceeds of Series 2022 Note described above being available to pay all or a portion of the costs certified by the District Engineer for such portions of the Master Infrastructure Project ("**Advanced Improvements**"), then the following conditions shall apply as to such Advanced Improvements: (i) no amounts shall be due from the District to the Landowner at the time of the transfer of the Advanced Improvements to the District; (ii) the District and the Landowner agree to take such action as is reasonably necessary to memorialize the costs certified by the District Engineer for any such Advanced Improvements, which may include execution of a promissory note in a form acceptable to the District; (iii) within forty-five (45) days after receipt of sufficient funds by the District consistent with this Section for the Advanced Improvements from the issuance of the Series 2022 Note, the District shall pay the cost certified by the District Engineer to the Landowner; provided, however, in the event the District's bond counsel determines that any costs for the Advanced Improvements are not qualified costs for any reason including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Advanced Improvements; and (iv) the Landowner acknowledges that there may not be sufficient funds available from the issuance of the Series 2022 Note for the reimbursement of all or a portion of the costs of such Advanced Improvements, and, notwithstanding anything in this Agreement to the contrary, the District's payment obligations will be limited consistent with this Section to the extent of available proceeds from Series 2022 Note actually issued. Nothing herein shall cause or be construed to require or otherwise commit the District to issue additional bonds, notes or indebtedness to provide funds for any portion of the Advanced Improvements or to issue the Series 2022 Note or other indebtedness of any particular amount. If within three (3) years after the Effective Date of this Agreement, the District does not or cannot issue the Series 2022 Note for any reason to pay for any Advanced Improvements, and, thus does not pay the Landowner the acquisition price for such Advanced Improvements, then the parties agree that the District shall have no payment obligation whatsoever for the Advanced Improvements.

5. Limitation on Acquisitions/Completion Agreement.

a. The Landowner and the District agree and acknowledge that any and all acquisitions of the Master Infrastructure Project, including Work Product contemplated as part of the Master Infrastructure Project, shall be limited to those items which may legally be acquired by the District in

conformance with all applicable state and federal laws and regulations, as determined by the District, in its sole and exclusive discretion, and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities.

b. It is acknowledged by the parties that the Series 2022 Note will provide only a portion of the funds necessary to complete the Master Infrastructure Project described in the Engineer's Report. As such, in connection with the sale and issuance of the Series 2022 Note, the parties are simultaneously entering into that certain Agreement Regarding the Completion of Certain Improvements (Master Infrastructure Project) (the "**Completion Agreement**") whereby the Landowner agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, the Master Infrastructure Project described in the Engineer's Report which remain unfunded by the Series 2022 Note, subject to the terms and conditions of the Completion Agreement.

6. Taxes, Assessments, and Costs.

a. **Taxes, assessments and costs resulting from Agreement.** The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or the Landowner's property or property interest, or any other such expense.

b. **Taxes and assessments on property being acquired.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Charlotte County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed that are incurred by the District after the District's acquisition. For example, if the District acquires property in January 2022, the Landowner shall escrow in a manner acceptable to the District the pro rata amount of taxes due for the tax bill payable in November 2022. If any additional taxes are imposed on the District's property in 2022 in excess of such escrow, then the Landowner agrees to reimburse the District for that additional amount.
2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

c. **Notice.** The parties agree to provide written notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection b. above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the

District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

d. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

7. 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 and/or specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

8. Indemnification. For all actions or activities that occur prior to the date of the acquisition or assignment of the relevant portion of the Master Infrastructure Project hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the applicable portion of the Master Infrastructure Project, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement or any negligent acts or omissions of the District relating to a portion of the Master Infrastructure Project subsequent to the District's acquisition of such applicable portion.

9. Enforcement of Agreement. In the event that either 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Landowner relating to the subject matter of this Agreement.

11. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto. No material amendment to this Agreement shall be made without the prior written consent of the Trustee for the Series 2022 Note on behalf of and at the written direction of the holder(s) of the Series 2022 Note owning a majority of the aggregate principal amount of the Series 2022 Note outstanding.

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

13. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District: Tuckers Pointe
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.

If to Landowner: Tuckers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Graydon E. Miars, Vice President

With a copy to: Patricia Nolan, Esq., General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

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

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

15. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2022 Note, on behalf of the holder(s) of the Series 2022 Note, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Landowner's

obligations hereunder. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

16. Assignment. Neither the District nor the Landowner may assign this Agreement without the prior written approval of the other party hereto, the Trustee for the Series 2022 Note for and at the written direction of the holder(s) of the Series 2022 Note owning a majority of the aggregate principal amount of the Series 2022 Note outstanding.

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

18. Effective Date. This Agreement shall be effective upon execution by both the District and the Landowner as of the date set forth in the first paragraph of this Agreement (the "**Effective Date**").

19. Termination. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2022 Note within three (3) years from the Effective Date of this Agreement.

20. Public Records. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

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

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

23. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

{Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.}

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

DISTRICT:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jim McGowan, Chairman

LANDOWNER:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

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**AGREEMENT REGARDING THE
COMPLETION OF CERTAIN IMPROVEMENTS
(Master Infrastructure Project)**

THIS AGREEMENT REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS (Master Infrastructure Project) (this “**Agreement**”) is made and entered into as of this 25th day of February, 2022, by and between **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Charlotte County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds or notes for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but not limited to, water, wastewater and irrigation utilities, earthwork and clearing for storm water management and storm water management facilities and other infrastructure authorized by Chapter 190, Florida Statutes within or without the boundaries of the District; and

WHEREAS, the Landowner is the owner and developer of certain lands in Charlotte County, Florida that are located within the boundaries of the District; and

WHEREAS, the District is issuing its Series 2022 Note (as defined below) as described in a Limited Offering Memorandum dated as of February 10, 2022 (“**LOM**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities within and outside the boundaries of the District (“**CIP**”), which CIP is detailed in that certain Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (“**First Supplement**”) (the Master Engineer’s Report together with the First Supplement are referred to collectively herein as the “**Engineer’s Report**”). The Master Engineer’s Report and the First Supplement are attached hereto and made a part hereof as **Exhibit “A”**. The Engineer’s Report contemplates certain off-site master public infrastructure improvements and facilities necessary to support development within the District. The portion of the Engineer’s Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of the master public infrastructure improvements and facilities shall be referred to herein as the “**Master Infrastructure Project**” (as further defined in the LOM); and

WHEREAS, the Engineer’s Report estimates the cost of the overall Master Infrastructure Project to be approximately \$16,733,200; and

WHEREAS, the District has imposed special assessments on the assessable property within the District as described in the LOM to secure financing for the construction or acquisition of the public

infrastructure improvements for the District's CIP, including the Master Infrastructure Project, and has validated not to exceed \$70,660,000 in special assessment revenue bonds to fund the planning, design, permitting, construction and/or acquisition of improvements including, but not limited to, the Master Infrastructure Project; and

WHEREAS, the District intends to finance a portion of the Master Infrastructure Project through the use of proceeds from the anticipated sale of \$13,500,000 in aggregate principal amount of Tuckers Pointe Community Development District Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project) (the "**Series 2022 Note**"); and

WHEREAS, in order to induce the District to acquire a portion of the Master Infrastructure Project and to ensure the balance of the Master Infrastructure Project is fully completed and/or funding is available in a timely manner to provide for its construction and completion, the parties desire to enter into this Agreement.

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 District and the Landowner agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Completion of Improvements.** The Landowner and the District agree and acknowledge that the District's proposed Series 2022 Note will provide only a portion of the funds necessary to complete the Master Infrastructure Project described in the Engineer's Report. Therefore, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Master Infrastructure Project described in the Engineer's Report that remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the "**Remaining Improvements**"). The District may, in accordance with subsection c. below, issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements, but nothing herein shall be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and Landowner hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements.

a. When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds directly to the contractor or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such existing contract (including change orders thereto) or pursuant to a future contract.

b. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, so long as the District's Board of Supervisors determines that the option selected by the Landowner will not adversely impact the District and is in the District's best interests, as determined by the Board of Supervisors. To the extent the District's Board of Supervisors determines the option selected by the Landowner will adversely impact the District and/or is not in the District's best interests, the Landowner shall complete said portion of the Remaining Improvements in the manner requested by the District.

c. The parties agree that any funds provided by the Developer to fund the Remaining Improvements and/or the District's acquisition of the Remaining Improvements may from the Developer be payable from, the proceeds of any future issuance of notes or bonds that may be, but shall not be required to be, issued by the District (i.e., other than the Series 2022 Note); provided that such repayment of said future issuance of bonds is payable solely from special assessments properly levied on real property within the District benefitted by such Remaining Improvements and provided such issuance is not prohibited by the Master Trust Indenture dated as February 1, 2022 between the District and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**") as supplemented by the First Supplemental Trust Indenture between the District and the Trustee dated as of February 1, 2022. Within forty-five (45) days after receipt of sufficient funds by the District for the Remaining Improvements and from the issuance of such future bonds, the District, may at its sole discretion, pay the acquisition price to the Developer in full pursuant to separate acquisition agreement between the parties, exclusive of interest, based upon actual costs certified by the District Engineer for the Remaining Improvements; provided, however, that in the event the District's bond counsel determines that any such monies advanced or expenses incurred for any portion of the Remaining Improvements are not qualified costs for any reason including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Remaining Improvements. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. If within three (3) years after the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not pay the Developer the acquisition price for the Remaining Improvements advanced hereunder, then the parties agree that the District shall have no payment obligation whatsoever.

3. Other Conditions and Acknowledgments

a. The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Master Infrastructure Project described in the Engineer's Report may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Master Infrastructure Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Master Infrastructure Project shall require the prior written consent of the Trustee for the Series 2022 Note acting at the direction of the holder(s) of the Series 2022 Note owning a majority of the aggregate principal amount of the Series 2022 Note outstanding. For purposes of this Agreement, a change to the Master Infrastructure Project shall be deemed "material" if it reduces or alters the amount of infrastructure necessary to fully develop the various phases of development or adversely affects the ability of the District to levy special assessments to pay debt service on the Series 2022 Note.

b. The District and the Landowner agree and acknowledge that any and all portions of the Remaining Improvements that are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District to be owned by the District or for possible conveyance by the District to such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances of infrastructure intended to be further conveyed to another unit of local government shall be completed and transferred in accordance with any applicable requirements of the appropriate unit of local government.

c. Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Landowner of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of \$13,500,000 par amount of Series 2022 Note and use of a portion of the proceeds thereof to acquire or construct a portion of the Master Infrastructure Project described in the Engineer's Report, and (b) the scope, configuration, size and/or composition of the Master Infrastructure Project described in the Engineer's Report not materially changing without the consent of the Landowner.

Such consent is not necessary and the Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Master Infrastructure Project is materially changed in response to a requirement imposed by a regulatory agency.

d. Improvements made by the Landowner pursuant to the completion obligations hereunder will not be accepted for operation and maintenance by the District until such time as the improvements are appropriately conveyed to the District in accordance with the requirements of the Agreement Regarding the Acquisition of Certain Work Product and Infrastructure being entered into by the District and the Landowner concurrent herewith.

4. Default. In the event of any default by the Landowner in satisfying its obligations as and when required by the terms of this Agreement, then the District shall notify the Landowner in writing of such default, and the Landowner shall have a period of sixty (60) days from and after notice from the District to cure such default, or, if such cure is not reasonably capable of cure within sixty (60) days, then such longer period of time as is reasonably necessary provided Landowner commences to cure within such 60-day period and diligently prosecutes such cure to completion, but in no event shall the overall cure period exceed one hundred twenty (120) days (“**Landowner Cure Period**”). If the Landowner fails to cure such default within the Landowner Cure Period, then the District shall have the right, but not the obligation, to satisfy any such obligations giving rise to the default directly and thereafter record a lien against any or all lands then owned by the Landowner within the approximately 362 acres within the District that are outside of Phase 1 (corresponding to Phases 2, 3 and 4) for the amount of any costs incurred by the District in satisfying such defaulted obligations, which lien shall be enforceable and foreclosable in the manner of construction lien pursuant to Section 713, Florida Statutes. In addition, upon a default by the Landowner beyond the applicable cure periods set forth herein, the District shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, punitive, exemplary or special damages) and/or specific performance. Notwithstanding the foregoing, nothing in this section shall operate to release the Landowner from its obligations under this Agreement. Except as otherwise expressly set forth in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Except as otherwise expressly set forth in this Agreement, nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third-party to this Agreement.

5. Enforcement of Agreement. In the event that either 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 fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings. Notwithstanding anything to the contrary herein, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards with respect to the enforcement of this Agreement.

6. Amendments. Amendments to this Agreement may be made only by an instrument in writing that is executed by both the District and the Landowner. With respect to any amendment that would have a material effect on the District’s ability to pay debt service on the Series 2022 Note, the prior written consent of the Trustee acting at the direction of the holder(s) of the Series 2022 Note owning a majority of the aggregate principal amount of the Series 2022 Note outstanding must be obtained for such amendment.

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

8. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District:	Tuckers Pointe Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
With a copy to:	Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail N., Suite 300 Naples, Florida 34103 Attn: Gregory L. Urbancic, Esq.
If to Landowner:	Tuckers Developers, LLC 7807 Baymeadows Road East, Suite 205 Jacksonville, Florida 32256 Attn: Graydon E. Miars, Vice President
With a copy to:	Patricia Nolan, Esq., General Counsel GreenPointe Holdings, LLC 7807 Baymeadows Road East, Suite 205 Jacksonville, Florida 32256

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. 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. Arm’s Length Transaction. This Agreement has been negotiated fully between the District and the Landowner as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

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

representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2022 Note, on behalf of the holder(s) of the Series 2022 Note, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Landowner's obligations hereunder. Said Trustee shall not be deemed to have assumed any obligation as a result of this Agreement.

11. Assignment. Neither the District nor the Landowner may assign this Agreement without the prior written approval of the other party hereto and the Trustee acting at the direction of the holder(s) of the Series 2022 Note owning a majority of the aggregate principal amount of the Series 2022 Note outstanding.

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

13. Effective Date. This Agreement shall be effective upon execution by both the District and the Landowner.

14. Public Records. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

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

17. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

{Remainder of page intentionally left blank. Signatures appear on next page.}

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

DISTRICT:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jim McGowan, Chairman

LANDOWNER:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

Exhibit "A": Master Engineer's Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021

and

Supplement #1 to the Master Engineer's Report for Tuckers Pointe Community Development District Engineer's Report Dated August 13, 2021, dated January 28, 2022

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7J

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

(space above this line for recording data)

TRUE-UP AGREEMENT (Master Infrastructure Project)

THIS TRUE-UP AGREEMENT (Master Infrastructure Project) (this “**Agreement**”) is made and entered into as of this 25th day of February, 2022, by and between **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance of the Board of County Commissioners of Charlotte County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, water and wastewater utilities, stormwater management and control facilities, onsite and offsite roadway improvements, landscaping, environmental and wildlife mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

WHEREAS, the Landowner is the owner of certain lands in Charlotte County, Florida, located within the boundaries of the District and legally described on **Exhibit “A”** attached hereto and made a part hereof (the “**Phases 2, 3 and 4**”); 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, a Final Judgment was issued on November 30, 2021 validating the authority of the District to issue up to \$70,660,000 in aggregate principal amount of Tuckers Pointe Community Development District special assessment revenue bonds to finance certain public improvements and facilities within the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities within and outside the boundaries of the District (“**CIP**”), which CIP is detailed in that certain Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (“**First Supplement**”) (the Master Engineer’s Report together with the First Supplement are referred to collectively herein as the “**Engineer’s Report**”). The Engineer’s Report contemplates certain off-site master public infrastructure improvements and facilities necessary to support development within the District. The portion of the Engineer’s Report that outlines the

improvement plan for the planning, design, acquisition, construction, and installation of the master public infrastructure improvements and facilities shall be referred to herein as the “**Master Infrastructure Project**”, a portion of which Master Infrastructure Project will be financed by the Series 2022 Note (defined below); and

WHEREAS, the District is issuing \$13,500,000 Tuckers Pointe Community Development District Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project) (the “**Series 2022 Note**”) to finance the design, construction and/or acquisition of all or a portion of the Master Infrastructure Project; and

WHEREAS, the District has taken certain steps necessary to impose special assessments upon Phases 2, 3 and 4 pursuant to Chapters 170, 190 and 197, Florida Statutes, as security for the Series 2022 Note; and

WHEREAS, the District’s special assessments securing the Series 2022 Note (the “**Series 2022 Note Assessments**”) were imposed on the benefitted Phase 1 land as more specifically described Resolution No. 2021-26 adopted August 13, 2021; Resolution No. 2021-27 adopted August 13, 2021; Resolution No. 2022-05 adopted October 13, 2021; and any applicable supplemental resolutions adopted or to be adopted by the District (collectively, the “**Assessment Resolutions**”). Said resolutions are incorporated herein by reference; and

WHEREAS, as of the date of this Agreement, the Landowner is the owner of Phases 2, 3 and 4, which land benefits or will benefit from the Master Infrastructure Project to be financed, in part, by the Series 2022 Note; and

WHEREAS, the Landowner agrees that Phases 2, 3 and 4 benefits from the design, construction or acquisition of the Master Infrastructure Project; and

WHEREAS, the Landowner agrees that the Series 2022 Note Assessments that were imposed on Phases 2, 3 and 4 have been validly imposed and constitute valid, legal and binding liens upon Phases 2, 3 and 4; and

WHEREAS, the Landowner waives any rights it may have under Section 170.09, Florida Statutes to prepay the Series 2022 Note Assessments without interest within thirty (30) days after completion of the Master Infrastructure Project; and

WHEREAS, the Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Note Assessments on Phases 2, 3 and 4; and

WHEREAS, the Landowner may subdivide the property within Phases 2, 3 and 4 based on then-existing market conditions, and the actual densities established may be more or less than the densities assumed in the Assessment Report (hereinafter defined); and

WHEREAS, that certain Tuckers Pointe Community Development District Master Special Assessment Methodology Report prepared by Wrathell, Hunt and Associates, LLC and dated August 13, 2021 (“**Master Assessment Report**”), as supplemented by that certain Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report prepared by Wrathell, Hunt & Associates, LLC dated February 10, 2022 (“**Supplemental Assessment Report**”) as further supplemented and/or amended (the Master Assessment Report and the Supplemental Assessment Report, as supplemented and/or amended, are collectively referred to herein as the “**Assessment Report**”) provides the manner in which the Series 2022 Note Assessments are allocated. Within that process, as

Phases 2, 3 and 4 is platted (i.e. subdivision plat, site plan, or lands submitted to condominium form of ownership by the recording of a Declaration of Condominium) and provided individual parcel identification numbers by the Charlotte County Property Appraiser, the allocation of the amounts assessed to and constituting a lien upon Phases 2, 3 and 4 would be calculated based upon certain density assumptions relating to the number of each product type to be constructed within Phases 2, 3 and 4, which assumptions were provided by the Landowner; and

WHEREAS, the Landowner intends and/or has already begun to plat Phases 2, 3 and 4. Phases 2, 3 and 4 will be platted and sold based upon then existing market conditions, and the actual densities established through platting may be at some density less than the densities assumed in the Assessment Report (a “**Density Reduction**”); and

WHEREAS, in the event of a Density Reduction, the Assessment Report anticipates a mechanism by which the Landowner shall make certain payments to the District in order that the amount of Series 2022 Note Assessments on the unplatted portions of Phases 2, 3 and 4 will not exceed the amount as described in the Assessment Report (each such payment shall be referred to as a “**True-Up Payment**”); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to confirm the Landowner’s intentions and obligations to make any and all True-Up Payments relating to the Series 2022 Note Assessments on Phases 2, 3 and 4 when due.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Validity of Assessments.** The Landowner agrees that Assessment Resolutions have been duly adopted by the District. The Landowner further agrees that the Series 2022 Note Assessments imposed as a lien on Phases 2, 3 and 4 by the District are legal, valid and binding first liens running with Phases 2, 3 and 4 until paid, co-equal with the taxes and liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims (except federal liens, titles and claims). The Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2022 Note Assessments.

3. **Landowner's Acknowledgment of Lien and Waiver of Prepayment.**

a. The Landowner acknowledges its obligations as the owner of Phases 2, 3 and 4 subject to the Series 2022 Note Assessments levied and imposed by the District on such benefitted land. The Landowner agrees that to the extent the Landowner fails to timely pay on an annual basis the Series 2022 Note Assessments imposed on Phases 2, 3 and 4 invoiced by mailed notice of the District (if the District elects, in its discretion, to collect the Series 2022 Note Assessments from Landowner in said manner), said unpaid Series 2022 Note Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, Florida Statutes, in any subsequent year or may be foreclosed on as provided for in Florida law.

b. The Landowner agrees that the provisions of this Agreement shall constitute a covenant running with Phases 2, 3 and 4 and shall remain in full force and effect and be binding upon the Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

c. The Landowner further waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Series 2022 Note Assessments without interest within thirty (30) days of completion of the Master Infrastructure Project.

4. Special Assessment Reallocation.

a. Assumptions. As of the date of the execution of this Agreement, the Landowner has informed the District for purposes of developing the Assessment Report that the Landowner expects to construct, or provide for the construction, of the following product types and number of units as and where designated within Phases 2, 3 and 4 as more completely specified in the Assessment Report (“**Development Units**”) such that no True-Up Payments shall be required:

<u>Product Type</u>	<u>Planned Assessable Units</u>	<u>Equivalent Residential Unit (ERU) Weighting Factor</u>	<u>Assessment Total ERUs</u>
Townhome	372	0.6	223.20
SF 40'	142	0.8	113.60
SF 50'	307	1.0	307.00
SF 60'	157	1.2	188.40
Total	978		832.20

b. Process for Reallocation of Assessments. In connection with the development of Phases 2, 3 and 4, the Landowner will subdivide Phases 2, 3 and 4 in accordance with the procedures of Charlotte County, Florida and Florida law. For purposes hereof, the subdivision process may include: (i) platting; (ii) subdivision via site plan; and/or (iii) recording of a Declaration of Condominium to designate condominium parcels (any of the foregoing subdivision methods will be generally referred to herein as a “**Plat**”). In connection with a finalized Plat, the Charlotte County Property Appraiser will assign parcel identification numbers for the individual subdivided portion(s) of Phases 2, 3 and 4. The District shall allocate the Series 2022 Note Assessments in accordance with the Assessment Report and cause such allocation to be recorded in the District’s improvement lien book. In furtherance of the District tracking the obligations pursuant to this Agreement and otherwise maintaining the District’s improvement lien book, the Landowner covenants and agrees to provide to the District, prior to recordation, a copy of any and all Plats for all or any portion of Phases 2, 3 and 4. Additionally, the parties agree the following provisions shall apply with respect to the reallocation of the Series 2022 Note Assessments:

(i) The Assessment Report was established based upon the Landowner’s current development plan and sets forth in the Landowner’s projection for the anticipated Development Units within Phases 2, 3 and 4, which projections are also set forth above in subsection a. If at any time and pursuant to Section 5.6 of the Supplemental Assessment Report, in the reasonable determination of the District, the debt per acre of the remaining unplatted portion of Phases 2, 3 and 4 subject to the Series 2022 Note Assessments exceeds the established maximum ceiling debt per developable acre in the Assessment Report or there is a Density Reduction whereby such Density Reduction will not allow the District to collect sufficient assessment installments to meet its debt service obligations with respect to the Series 2022 Note in accordance with the Assessment Report, then a True-Up Payment computed as set forth in the Assessment Report shall become due and payable from the Landowner after written demand from the District, or the District Manager on behalf of the District, and shall be paid by the Landowner within such reasonable time period as specified by the District, or the District Manager on behalf of the District. The True-Up Payment shall be in addition to, and not in lieu of, any other regular assessment installment(s) levied on Phases 2, 3 and 4. The District, or the District Manager on behalf of the District, will provide as much prior written notice to the Landowner as is reasonably practicable and will ensure collection of such

amounts in a timely manner in order to meet its debt service obligations with respect to the Series 2022 Note, and in all cases, the Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2022 Note. The Landowner shall pay as part of a True-Up Payment accrued interest on the Series 2022 Note to the next quarterly redemption date if such date is at least forty-five (45) days after such True-up Payment, and if such date less than forty-five (45) days, then the Landowner shall pay accrued interest until the second succeeding quarterly redemption date. The Landowner covenants to comply or, as contemplated by Section 8 hereof, cause others to comply, with the requirements of this Section.

(ii) The foregoing provisions are based upon the current development plan provided by the Landowner, which development plan contemplates that planned Development Units within Phases 2, 3 and 4 as identified in the Assessment Report, and such provisions are intended to provide a formula to ensure the appropriate allocation of the Series 2022 Note Assessments is maintained if less than the anticipated Development Units are established. However, the District agrees that nothing herein prohibits more than the number of Development Units identified in the Assessment Report from being established within Phases 2, 3 and 4. Further, no third-party shall be entitled to rely on this Agreement as a commitment or undertaking by the Landowner that a minimum number of Development Units will be established. In no event shall the District collect Series 2022 Note Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2022 Note, including all costs of financing and interest. Further, upon the Landowner's final Plat for Phases 2, 3 and 4, any unallocated Series 2022 Note Assessments shall constitute a True-Up Payment and shall become due and payable and must be paid to the District immediately upon demand by the District.

5. Enforcement. This Agreement is intended to be an additional method of the District's enforcement of the True-Up Payments, if required, as set forth in the Assessment Resolutions. This Agreement does not alter or affect the liens created by the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages, injunctive relief and specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

6. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

7. Notice. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District: Tuckers Pointe
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103

Attn: Gregory L. Urbancic, Esq.

If to Landowner: Tuckers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Graydon E. Miars, Vice President

With a copy to: Patricia Nolan, Esq., General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or facsimile number set forth herein. Notices hand 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, address or facsimile number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

8. Assignment.

a. The Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of subsection c. below. This Agreement shall constitute a covenant running with title to Phases 2, 3 and 4, binding upon the Landowner and its successors and assigns, and any transferee of any portion of Phases 2, 3 and 4 as set forth in subsection c. below, but shall not be binding upon transferees permitted by Sections 8.b.(i) through (v) below.

b. The Landowner shall not transfer any portion of Phases 2, 3 and 4 to any third-party without complying with the terms of subsection c. below, other than:

(i) Platted and fully-developed lots to homebuilders restricted from re-platting.

(ii) Portions of Phases 2, 3 and 4 exempt from assessments to the County, the District, or other governmental agencies.

(iii) Portions of Phases 2, 3 and 4 designated as common areas and related common area facilities to a homeowners' or property owners' association.

(iv) Portions of Phases 2, 3 and 4 for which all of the Series 2022 Note Assessments have been paid in full.

Any transfer of any portion of Phases 2, 3 and 4 pursuant to subsections (i) through (iv) of this Section 8.b. shall constitute an automatic release of such portion of Phases 2, 3 and 4 from the scope and effect of this Agreement.

c. The Landowner shall not transfer any portion of Phases 2, 3 and 4 to any third-party, except as permitted by Sections 8.b.(i) through (iv) above, without satisfying any True-Up Payment that is due as a result of a True-Up analysis that will be performed by the District Manager prior to, and as a condition of, such transfer (the “**Transfer Condition**”). Any transfer that is consummated pursuant to this subsection c. shall operate as a release of the Landowner from its obligations under this Agreement as to such portion of Phases 2, 3 and 4 only arising from and after the date of such transfer and satisfaction of the Transfer Condition, and the transferee, as the successor in title, shall assume the Landowner’s obligations hereunder to said portion of Phases 2, 3 and 4 and be deemed the “Landowner” from and after such transfer for all purposes as to such portion of Phases 2, 3 and 4 so transferred.

9. Integration/Amendment. This Agreement shall constitute the entire agreement between the parties. Amendments to this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. With respect to any amendment that would have a material effect on the District’s ability to pay debt service on the Series 2022 Note, the prior written consent of the Trustee acting at the direction of the holder(s) of the Series 2022 Note owning a majority of the aggregate principal amount of the Series 2022 Note outstanding must be obtained for such amendment.

10. Termination. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party and the Trustee for the Series 2022 Note acting at the written direction of the holder(s) of the Series 2022 Note owning a majority of the aggregate principal amount of the Series 2022 Note outstanding, or until it is automatically terminated upon the earlier of (i) payment in full of the Series 2022 Note, or (ii) upon final allocation of all Series 2022 Note Assessments to all Land subject to the Series 2022 Note Assessments, and all True-Up Payments with respect to Phases 2, 3 and 4, if required, have been paid as determined by the District Manager.

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

12. 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. Notwithstanding anything herein to the contrary, the parties hereto agree that the Trustee for the Series 2022 Note, on behalf of the holder(s) of the Series 2022 Note, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and the Landowner acknowledges that the Trustee on behalf of the holder(s) of the Series 2022 Note shall be entitled to enforce the provisions of this Agreement according to the provisions set forth in the applicable trust indenture. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

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

14. **Applicable Law.** This Agreement shall be governed by the laws of the State of Florida.

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

16. **Effective Date.** This Agreement shall become effective upon execution by the parties hereto on the date reflected above.

{Remainder of page intentionally left blank. Signatures begin on the next page.}

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

DISTRICT:

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jim McGowan, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Jim McGowan, as Chairman of Tuckers Pointe Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

(Signatures continue on following page)

LANDOWNER:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

Witnesses:

Signature
Printed Name: _____

By: _____
Graydon E. Miars, Vice President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Graydon E. Miars, Vice President of TUCKERS DEVELOPERS, LLC, a Delaware limited liability company, on behalf of said entity, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit A: Legal Description of Phases 2, 3 and 4

EXHIBIT A

Legal Description of Phases 2, 3 and 4

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7K

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

(space above this line for recording data)

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AND CONTRACT RIGHTS
(Master Infrastructure Project)**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS (Master Infrastructure Project) (this “**Assignment**”) is made as of this 25th day of February, 2022, by **TUCKERS DEVELOPERS, LLC**, a Delaware limited liability company (“**Assignor**”), in favor of **TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Charlotte County, Florida (together with its successors and assigns, the “**District**” or “**Assignee**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Charlotte County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, Assignor is the owner and developer of certain lands in Charlotte County, Florida, which lands are located within the geographical boundaries of the District and within the master-planned community commonly referred to as Tuckers Pointe (the “**Development**”); and

WHEREAS, Assignee proposes to issue its \$13,500,000 Tuckers Pointe Community Development District Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project) (the “**Series 2022 Note**”) to finance the acquisition and/or construction of certain public infrastructure that will provide special benefit to a specified portion of the developable lands owned by Assignor in the District known as Phases 2, 3 and 4 of the District and legally described on **Exhibit “A”** attached hereto and made a part hereof (“**Phases 2, 3 and 4**”). Phases 2, 3 and 4 are located within the geographical boundaries of the District; and

WHEREAS, within Phases 2, 3 and 4, Assignor is currently planning to plat 978 residential units (as to each, a “**Unit Parcel**”), which Unit Parcels are being developed to be sold to homebuilders or end-user residents within the District (such date that all such Unit Parcels are fully developed being defined herein as the “**Development Completion**”) as contemplated by that certain Tuckers Pointe Community Development District Master Special Assessment Methodology Report prepared by Wrathell, Hunt and Associates, LLC and dated August 13, 2021 (“**Master Assessment Report**”), as supplemented by that certain Tuckers Pointe Community Development District Final First Supplemental Special Assessment Methodology Report prepared by Wrathell, Hunt & Associates, LLC dated February 10, 2022 (“**Supplemental Assessment Report**”), as further supplemented and/or amended (the Master Assessment

Report and the Supplemental Assessment Report, as supplemented and/or amended, are collectively referred to herein as the “**Assessment Methodology Report**”); and

WHEREAS, the security for the repayment of the Series 2022 Note is special assessments (the “**Series 2022 Note Assessments**”) levied against Phases 2, 3 and 4 as described in the Assessment Methodology Report relating to the District’s acquisition and/or construction of a portion of the District’s capital improvement project generally known as the Master Infrastructure Project (defined below); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities within and outside the boundaries of the District (“**CIP**”), which CIP is detailed in that certain Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021 (the “**Master Engineer’s Report**”), as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (“**First Supplement**”) (the Master Engineer’s Report together with the First Supplement are referred to collectively herein as the “**Engineer’s Report**”). The Engineer’s Report contemplates certain off-site master public infrastructure improvements and facilities necessary to support development within the District. The portion of the Engineer’s Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of the master public infrastructure improvements and facilities shall be referred to herein as the “**Master Infrastructure Project**”, a portion of which Master Infrastructure Project will be financed by the Series 2022 Note; and

WHEREAS, during the time in which the Master Infrastructure Project is being developed, Phases 2, 3 and 4 are being developed and prior to reaching Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Series 2022 Note Assessments securing the Series 2022 Note and/or the completion obligations of Assignor as defined in that certain Agreement Regarding the Completion of Certain Improvements (Master Infrastructure Project) between Assignee and Assignor being entered into concurrently herewith (“**Completion Agreement**”); and

WHEREAS, Assignor represents and agrees that (i) Assignor is the owner of Phases 2, 3 and 4; (ii) Assignor is the developer of Phases 2, 3 and 4; (iii) Phases 2, 3 and 4 will receive a special benefit from the Master Infrastructure Project; (iv) Assignor controls and/or will control certain permits and entitlements relating to Phases 2, 3 and 4 and the Master Infrastructure Project; and (v) Assignor’s execution of this Assignment is a material condition precedent to Assignee’s willingness to issue the Series 2022 Note and construct and/or acquire the Master Infrastructure Project; and

WHEREAS, in the event of (i) a default by Assignor in the payment of the Series 2022 Note Assessments securing the Series 2022 Note, (ii) a default by Assignor in the payment of a True-Up Payment (as defined in the True-Up Agreement (Master Infrastructure Project) between Assignee and Assignor being entered into concurrently herewith (“**True-Up Agreement**”)), (iii) a default by Assignor under the Completion Agreement, or (iv) in the event of any other Event of Default (as defined herein), Assignee requires, in addition to the remedies afforded Assignee under the Master Trust Indenture dated as of February 1, 2022 (the “**Master Indenture**”), as supplemented by a Second Supplemental Trust Indenture dated as of February 1, 2022 (the “**Second Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”) pursuant to which the Series 2022 Note is being issued, and the other agreements being entered into by Assignor and Assignee concurrently herewith with respect to the Series 2022 Note and the Series 2022 Note Assessments including, without limitation, the True-Up Agreement and the Completion Agreement (such remedies therein being referred to collectively as the “**Remedial Rights**”), certain remedies with respect to the Development & Contract Rights (defined below) in order to

complete or enable a third-party to complete development of Phase 1 to the point of Development Completion; and

WHEREAS, in the event Assignee exercises its Remedial Rights, Assignee requires this assignment of certain Development & Contract Rights (defined below), to complete development of Master Infrastructure Project and to complete development of Phases 2, 3 and 4 to Development Completion to the extent that such Development & Contract Rights have not been assigned, transferred, or otherwise conveyed (prior to the enforcement of this Assignment) to Charlotte County, Florida, any non-affiliated homebuilder (i.e. not affiliated with Assignor) (a “**Non-Affiliated Homebuilder**”), any utility provider, governmental or quasi-governmental entity, any applicable homeowners’ association or other governing entity or association, as may be required by applicable permits, approvals, plats, entitlements or regulations affecting Phases 2, 3 and 4, if any (a “**Prior Transfer**”); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of Phases 2, 3 and 4 as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report until an Event of Default (as hereinafter defined). Assignor shall have a revocable license to exercise all rights of Assignor under the Development & Contract Rights (as defined below); provided, however, that this Assignment shall not apply to the extent of the following: (i) this Assignment has been terminated earlier pursuant to the express terms of this Assignment; (ii) a Prior Transfer has already occurred with respect to the Development & Contract Rights, but only to the extent that such particular Development & Contract Rights are subject to the Prior Transfer; (iii) a Unit Parcel is conveyed to a Non-Affiliated Homebuilder or end-user resident, in which event such Unit Parcel shall be released automatically herefrom; or (iv) any property is in the future (but prior to enforcement of this Collateral Assignment) conveyed, to the County, any Non-Affiliated Homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowners’ association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting Assignee, if any, but only to the extent that such particular Development & Contract Rights are subject to said transfer, in which event such property shall be automatically released herefrom (a “**Qualified Transferred Property**”); and

WHEREAS, the rights assigned to Assignee hereunder shall be exercised in a manner which will not materially affect the intended development of Phases 2, 3 and 4; and

WHEREAS, this Assignment shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2022 Note in full; or (ii) Development Completion (herein, the “**Term**”).

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Collateral Assignment**. Assignor hereby collaterally assigns, transfers and sets over to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor or subsequently acquired by the Assignor, all of Assignor’s development rights relating to development of the Master Infrastructure Project, all of Assignor’s development rights relating to development of Phases 2, 3 and 4, and all of Assignor’s rights as declarant of all property and homeowners’ associations with respect to, and to the extent of the Unit Parcels not conveyed to third parties as of the date hereof (herein, collectively, the “**Development & Contract Rights**”) as security for Assignor’s payment and performance

and discharge of its obligation to pay the Series 2022 Note Assessments levied against Phases 2, 3 and 4 owned by the Assignor from time to time. This assignment is absolute and effective immediately. Notwithstanding the foregoing, Assignor shall have a revocable license to exercise all rights under the Development & Contract Rights until an Event of Default (as defined below) shall have occurred. Upon the occurrence of an Event of Default, at Assignee's option, by written notice to Assignor, Assignee shall have the right to exercise all of the Development & Contract Rights that are not subject to a Prior Transfer. Assignor hereby grants to Assignee a license to enter upon Phases 2, 3 and 4 for the purposes of exercising any of the assigned Development & Contract Rights. The Development & Contract Rights shall include the items listed in subsections (a) through (h) below as they pertain to development of Phases 2, 3 and 4 or the Master Infrastructure Project, but shall specifically exclude any portion of the Development & Contract Rights which relate solely to (i) a Qualified Transferred Property; (ii) any Prior Transfer; (iii) lands outside Phases 2, 3 and 4 or improvements not included in Phases 2, 3 and 4 (except for off-site lands to the extent improvements are necessary or required to complete the Master Improvement Project or to complete the development of Phases 2, 3 and 4 to Development Completion); or (iv) any parcel of land within Phases 2, 3 and 4 where all of the Series 2022 Note Assessments have been paid in full:

- (a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates and development agreements;
- (b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other land development improvements;
- (c) Preliminary and final site plans and plats;
- (d) Architectural plans and specifications for public buildings and other improvements constituting a part of the development of Phases 2, 3 and 4 and other infrastructure benefitting Phases 2, 3 and 4;
- (e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within Phases 2, 3 and 4 or the Master Infrastructure Project and construction of improvements thereon, except not including any of the foregoing related to residential structures, or the amenity structures within Phases 2, 3 and 4 constructed by or to be constructed by Assignor, and off-site to the extent improvements are necessary or required to complete the development of Phases 2, 3 and 4 to Development Completion;
- (f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Master Infrastructure Project or other improvements within Phases 2, 3 and 4;
- (g) All impact fees and impact fee credits; and
- (h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

3. **Warranties by Assignor.** Assignor represents and warrants to Assignee as follows:

- (a) Other than Prior Transfers, Assignor has made no assignment of the Development & Contract Rights to any person other than Assignee.

(b) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(d) Assignor is the developer of the Unit Parcels and controls the master permits and entitlements for the Master Improvement Project and Phases 2, 3 and 4.

(e) There are no required third-party consents to the transfer of the Development & Contract Rights.

(f) Any transfer, conveyance or sale of Phases 2, 3 and 4 shall subject any and all affiliated entities or successors-in-interest of the Assignor to this Assignment, except to the extent of a conveyance described in Section 2(i) through (iv).

4. **Covenants.** Assignor covenants with Assignee that during the Term:

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights and (ii) give notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development & Contract Rights include, without limitation, all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided, however, that Assignee will not modify, terminate, waive or release the Development & Contract Rights prior to the occurrence of an Event of Default.

(c) Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development & Contract Rights.

(d) Assignor agrees to obtain any and all necessary third-party consents to the assignment or transfer of the Development & Contract Rights at the time of receipt or effectiveness of the Development & Contract Rights, for the contracts or entitlements that are obtained in the future.

(e) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Series 2022 Note, subject to the terms of the True-Up Agreement providing for the potential decrease in the number of Unit Parcels, in which case Assignor may owe certain True-Up Payments thereunder.

5. **Events of Default.** Each of the following shall constitute an "**Event of Default**" under this Assignment: (a) a breach of Assignor's warranties contained in Section 3 hereof; (b) a breach of covenants contained in Section 4 hereof; (c) default by Assignor of the completion obligations of Assignor as set forth in the Completion Agreement, if not cured by Assignor within the applicable cure period under the Completion Agreement; and (d) the failure by Assignor to timely pay the Series 2022 Note Assessments or any installment thereof levied and imposed upon Phases 2, 3 and 4, including the timely payment of any True-Up Payment under the True-Up Agreement.

6. **Assignee Obligations.** Nothing herein shall be construed as an obligation on the part of Assignee to accept any liability for all or any portion of the Development & Contract Rights unless Assignee chooses to do so in its sole discretion, nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development & Contract Rights unless and until Assignee revokes Assignor's license hereunder in accordance with Section 2 hereof. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from any loss, cost, damage, claim or expense arising from or respect to any matter related to the Development & Contract Rights arising before the date that Assignee elects to revoke Assignor's license hereunder in accordance with Section 2 hereof.

7. **Remedies Upon Default.** Upon an Event of Default or the transfer of title to Unit Parcels owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee), or through the sale of tax certificates to Assignee (or its designee) (each hereinafter being a "**Transfer**"), Assignee or its designee shall have the right, but not the obligation subject to the provisions of Section 9 hereof, to take any or all of the following actions, at Assignee's option: (a) perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could; (b) initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights; and/or (c) further assign any and all of the Development & Contract Rights to a third-party acquiring title to Phases 2, 3 and 4 or any portion thereof from Assignee or at a District foreclosure sale.

8. **Authorization.** After an Event of Default or a Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by Assignee or Assignee's rights under this Assignment shall operate to release Assignor from its obligations under this Assignment.

9. **Third-Party Beneficiaries and Direction of Remedies Upon Default.** Assignor acknowledges that pursuant to the Indenture, U.S. Bank Trust Company, National Association (the "**Trustee**"), on behalf of the holder(s) of the Series 2022 Note, shall be a direct third-party beneficiary of the terms and conditions of this Assignment. Assignor acknowledges that, in the event of an Event of Default, the Trustee shall be entitled to enforce Assignor's obligations hereunder. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties hereunder.

10. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

11. **Further Assurances.** Whenever and so often as requested by a party hereto, the other party will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in such party all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Assignment.

12. **Amendments.** Amendments to this Agreement may be made only by an instrument in writing that is executed by all parties hereto. Only for amendments having a material effect on the District's ability to pay debt service on the Series 2022 Note, the prior written consent of the Trustee for the Series 2022 Note at the written direction of the holder(s) of the Series 2022 Note owning a majority of the aggregate principal amount of the Series 2022 Note outstanding must be obtained.

13. **Notices.** All notices, requests, consents and other communications under this Assignment ("**Notices**") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:

If to District: Tuckers Pointe
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.

If to Landowner: Tuckers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256
Attn: Graydon E. Miars, Vice President

With a copy to: Patricia Nolan, Esq., General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256

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

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

Witnesses:

By: _____
Graydon E. Miars, Vice President

Signature
Printed Name: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Graydon E. Miars, as Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of said entity, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

ASSIGNEE:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

WITNESSES:

Witness Signature
Printed name:_____

By:_____
Jim McGowan, Chairman

Witness Signature
Printed name:_____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Jim McGowan, as Chairman of Tuckers Pointe Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name:_____
(Type or Print)
My Commission Expires:

EXHIBIT A

Legal Description of Phases 2, 3 and 4

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7L

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

(space above this line for recording data)

**DECLARATION OF CONSENT TO JURISDICTION OF
COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS
Series 2022 (Master Infrastructure Project)**

TUCKERS DEVELOPERS, LLC, a Delaware limited liability company (“**Landowner**”) is currently the owner of the lands described in Exhibit “A” attached hereto and made a part hereof (the “**Property**”), intending that it and its successors, assigns and successors-in-title shall be legally bound by this Declaration, and in consideration of among other things the issuance of special assessment revenue notes by Tuckers Pointe Community Development District (the “**District**”), hereby states as follows:

1. Landowner agrees and acknowledges that the District is, and has been at all times on and after July 28, 2021, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, as amended (the “**Act**”). Without limiting the generality of the foregoing, Landowner agrees and acknowledges that: (a) the petition filed with the Board of County Commissioners of Charlotte County, Florida (the “**BCC**”) relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 2021-030 enacted by the BCC on July 27, 2021, was duly and properly adopted by the BCC, in compliance with all applicable requirements of law; and (c) the initial members of the Board of Supervisors of the District (the “**Board**”) and their duly elected or appointed successors had the authority and right to authorize, approve, and undertake all actions of the District approved and undertaken from July 28, 2021, to and including the date of this Declaration.

2. Landowner agrees and acknowledges that the special assessments imposed by the following resolutions duly adopted by the Board: Resolution No. 2021-26 adopted August 13, 2021; Resolution No. 2021-27 adopted August 13, 2021; Resolution No. 2022-05 adopted October 13, 2021 and any any supplemental resolutions adopted, or to be adopted by the District (collectively, the “**Assessment Resolutions**”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments (collectively, the “**Assessments**”), and the Assessments are legal, valid and binding first liens upon the property against which such Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. Landowner, for itself and its successors, assigns and successors-in-title, hereby waives the right granted in Chapter 170.09, Florida Statutes, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of rights granted by the District to prepay the special assessments in full at any time, but with interest, and to prepay in part, but with interest, under the circumstances and to the extent set forth in the Assessment Resolutions.

4. Landowner expressly agrees and acknowledges that (i) the Assessments, the Assessment Resolutions, and the terms of the financing documents relating to the District's issuance of its \$13,500,000 Tuckers Pointe Community Development District Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project) or securing payment thereof (the "**Financing Documents**") are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments or claims of invalidity, deficiency or unenforceability of the Assessments and Financing Documents (and Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions and/or the Assessments and all proceedings undertaken by the District in connection therewith; (iv) Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of Landowner's default and agrees that, immediate use of remedies in Chapter 170, Florida Statutes, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, Florida Statutes; and (v) Landowner agrees that to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, Florida Statutes, in any subsequent year.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, Florida Statutes, including, without limitation, Section 197.573, Florida Statutes. This Declaration shall remain effective upon the merger, amendment, or name change of the District. Other information regarding the Assessments is available from the District's Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attn: District Manager.

LANDOWNER HEREBY DECLARES THAT THE PROPERTY SHALL BE OWNED, USED, SOLD, CONVEYED, ENCUMBERED, DEMISED AND OCCUPIED SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY AND SHALL BE BINDING ON LANDOWNER AND ON ALL PERSONS (INCLUDING, WITHOUT LIMITATION, INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND ITS SUCCESSORS-IN-INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, TO THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

{Remainder of page intentionally left blank. Signatures appear on next page.}

LANDOWNER:

TUCKERS DEVELOPERS, LLC,
a Delaware limited liability company

Witnesses:

By: _____
Graydon E. Miars, Vice President

Signature
Printed Name: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Graydon E. Miars, as Vice President of Tuckers Developers, LLC, a Delaware limited liability company, on behalf of said entity, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

Exhibit "A"

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7M

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Tr. N., Suite 300
Naples, FL 34103

(space above this line for recording data)

**LIEN OF RECORD OF TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT**
(Master Infrastructure Project)

Notice is hereby given that Tuckers Pointe Community Development District, a local unit of government of the State of Florida, established under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the “District”), enjoys a governmental lien of record on the property described in Exhibit “A” attached hereto. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other state liens, titles, and claims until paid pursuant to Section 170.09 of the Florida Statutes. The District’s lien secures the payment of special assessments levied in accordance with Florida Statutes which special assessments in turn secure the payment of the District’s \$13,500,000.00 Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
adamsc@whassociates.com

IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, INCLUSIVE OF DECLARATIONS OF CONSENT TO JURISDICTION OF TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS, AND THE RECORDS OF THE COUNTY CREATING THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.552 OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

DISTRICT:

**TUCKERS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Jim McGowan, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Jim McGowan, as Chairman of Tuckers Pointe Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

7N

This instrument prepared by and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

(space above this line for recording data)

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SERIES 2022 NOTE SPECIAL ASSESSMENTS
(Master Infrastructure Project)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Tuckers Pointe Community Development District (the “**District**”) in accordance with Chapters 170, 190 and 197, Florida Statutes, adopted Resolution Numbers 2021-26, 2021-27 and 2022-05, and as may be further supplemented (the “**Assessment Resolutions**”) providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by the Master Infrastructure Project (defined below) for improvements described in the Master Engineer’s Report for the Tuckers Pointe Community Development District prepared by Barraco and Associates, Inc. and dated August 13, 2021, as supplemented by that certain Supplement #1 to the Master Engineer’s Report for Tuckers Pointe Community Development District Engineer’s Report Dated August 13, 2021, dated January 28, 2022 (collectively, the “**Engineer’s Report**”, and as it relates to the Master Infrastructure project provided for therein, the “**Master Infrastructure Project**”). To finance the costs of a portion of the Master Infrastructure Project, the District issued its \$13,500,000 Tuckers Pointe Community Development District Special Assessment Revenue Note, Series 2022 (Master Infrastructure Project), which notes are secured by the non-ad valorem assessments levied by the Assessment Resolutions (the “**Series 2022 Note Assessments**”). The legal description of the lands on which said Series 2022 Note Assessments are imposed is attached to this Notice as **Exhibit “A”**. As provided in the Assessment Resolutions, the Series 2022 Note Assessments do not apply to certain governmentally owned properties. Copies of the Engineer’s Report and the Assessment Resolutions may be obtained by contacting the District at the following:

Tuckers Pointe Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
adamsc@whassociates.com

The Series 2022 Note Assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law and constitute, and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. Pursuant to Section 190.048, Florida Statutes, you are hereby notified that:

TUCKERS POINTE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed effective as of the 25th day of February, 2022, and recorded in the Public Records of Charlotte County, Florida.

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT**

WITNESSES:

By: _____
Jim McGowan, Chairman

Witness Signature
Printed name: _____

Witness Signature
Printed name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of February, 2022, by Jim McGowan, as Chairman of Tuckers Pointe Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____

Exhibit "A"

TUCKERS POINTE

COMMUNITY DEVELOPMENT DISTRICT

8

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2022**

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2022**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 7,980	\$ -	\$ 7,980
Undeposited funds	12,424	-	12,424
Due from Landowner	8,218	-	8,218
Due from general fund	-	4,291	4,291
Total assets	<u>\$ 28,622</u>	<u>\$ 4,291</u>	<u>\$ 32,913</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 17,432	\$ 4,291	\$ 21,723
Due to Landowner	-	27,960	27,960
Due to debt service fund	4,291	-	4,291
Accrued wages payable	600	-	600
Tax payable	299	-	299
Landowner advance	6,000	-	6,000
Total liabilities	<u>28,622</u>	<u>32,251</u>	<u>60,873</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	<u>8,218</u>	-	<u>8,218</u>
Total deferred inflows of resources	<u>8,218</u>	<u>-</u>	<u>8,218</u>
Fund balances:			
Restricted for:			
Debt service	-	(27,960)	(27,960)
Unassigned	(8,218)	-	(8,218)
Total fund balances	<u>(8,218)</u>	<u>(27,960)</u>	<u>(36,178)</u>
Total liabilities and fund balances	<u>\$ 28,622</u>	<u>\$ 4,291</u>	<u>\$ 32,913</u>

**TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 8,133	\$ 33,143	\$ 94,890	35%
Total revenues	<u>8,133</u>	<u>33,143</u>	<u>94,890</u>	35%
EXPENDITURES				
Professional & administrative				
Supervisors	800	800	-	N/A
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	-	2,275	15,000	15%
Engineering	3,000	4,750	10,000	48%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	-	-	1,000	0%
Trustee	-	-	4,000	0%
Telephone	33	133	400	33%
Postage	-	-	750	0%
Printing & binding	62	250	750	33%
Legal advertising	323	461	2,000	23%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	650	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>8,218</u>	<u>29,669</u>	<u>94,890</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	(85)	3,474	-	
Fund balances - beginning	<u>(8,133)</u>	<u>(11,692)</u>	-	
Fund balances - ending	<u>\$ (8,218)</u>	<u>\$ (8,218)</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 JANUARY 31, 2022**

	<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>-</u>	<u>5,671</u>
Total debt service	<u>-</u>	<u>5,671</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 (5,671)
 Fund balances - beginning	 <u>(27,960)</u>	 <u>(22,289)</u>
Fund balances - ending	<u><u>\$(27,960)</u></u>	<u><u>\$(27,960)</u></u>

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

9

DRAFT

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

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The Board of Supervisors of the Tuckers Pointe Community Development District held a Regular Meeting on January 12, 2022 at 10:00 A.M., at the Centennial Park Recreation Center, located at 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

Present at the meeting were:

Robert Nelson	Vice Chair
Ellen Johnson	Assistant Secretary
Garrison Burr	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Greg Urbancic (via telephone)	District Counsel
Carl Barraco, Sr.	District Engineer
Carl Barraco, Jr.	Barraco and Associates, Inc.
Peter Dame	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:10 a.m. He noted that the Oath of Office was administered to Supervisor Johnson before the meeting. Supervisors Johnson, Nelson and Burr were present, in person. Supervisors McGowan and Miars were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Presentation of Supplement #1 to the
Master Engineers' Report**

37 Mr. Barraco, Jr., presented Supplement #1 to the Master Engineers' Report dated
38 August 13, 2021, which is comprised of the Phase 1 residential project encompassing 354
39 residential units and the off-site utility infrastructure to be governed and funded by the CDD.

40

41 **FOURTH ORDER OF BUSINESS**

**Presentation of Preliminary First
42 Supplemental Assessment Methodology
43 Report
44**

45 Mr. Adams presented the pertinent data in each section of the Preliminary First
46 Supplemental Assessment Methodology Report dated January 12, 2022, which essentially takes
47 the costs identified in the Master and the Phase 1 Improvements identified in the Engineer's
48 Report and adds the costs related to establishing a Debt Service Reserve Fund, One Year
49 Capitalized Interest and the costs of issuance for the bond and the note. He noted the
50 following:

51 ➤ The Report gives an overview of the Project, discusses the development program, the
52 Phase 1 Project, the 2022 Project and the financing program.

53 ➤ A series of bonds in the amount of \$12,610,000 is anticipated to finance an estimated
54 \$11,021,400.77 in project costs. A bond anticipation note was anticipated in the amount of
55 \$15,000,000 to finance an estimated \$13,377,761.68 in costs for the 2022 Project.

56 ➤ The bond will be paid off in 30 annual installments following the capitalized interest
57 period. The note will be structured to be repaid in one installment, at maturity, in the principal
58 portion no later than 11 years later than the date of issuance; a 12-month capitalized interest
59 period was included.

60 ➤ The total amount to be issued, \$27,610,000, includes project costs, debt service reserve,
61 capitalized interest for one year and costs of issuance.

62 ➤ Phase 1 includes 344 residential units. 988 residential units are planned in future
63 phases.

64 Mr. Urbancic believed the number of units may need to be updated. Mr. Barraco, Jr.,
65 confirmed that the number of residential units has increased to 354. Mr. Adams stated the
66 modifications would be made in the Assessment Methodology Report and the Engineer's

67 Report. Approval would be requested in substantial form in conjunction with the Delegation
68 Resolution.

69

70 **FIFTH ORDER OF BUSINESS**

71 **Consideration of Resolution 2022-10,**
72 **Supplementing its Resolution 2021-28 by**
73 **Authorizing the Issuance of its Special**
74 **Assessment Revenue Bonds, Series 2022**
75 **(Phase 1 Project) and Special Assessment**
76 **Revenue Notes, Series 2022 (Master**
77 **Infrastructure Project) in an Aggregate**
78 **Principal Amount of Not Exceeding**
79 **\$21,000,000 for the Principal Purpose of**
80 **Acquiring and Constructing Assessable**
81 **Improvements; Delegating to the Chair or**
82 **Vice Chair of the Board of Supervisors of**
83 **the District, Subject to Compliance with**
84 **the Applicable Provisions Hereof, the**
85 **Authority to Award the Sale of Such Series**
86 **2022 Obligations to FMSbonds, Inc., by**
87 **Executing and Delivering to Such**
88 **Underwriter a Bond Purchase Contract and**
89 **Approving the Form Thereof; Approving**
90 **the Form of and Authorizing the Execution**
91 **of First and Second Supplemental Trust**
92 **Indentures; Appointing U.S. Bank National**
93 **Association as the Trustee, Bond Registrar**
94 **and Paying Agent for Such Series 2022**
95 **Obligations; Making Certain Findings;**
96 **Approving Forms of Said Series 2022**
97 **Preliminary Limited Offering**
98 **Memorandum and Authorizing the Use by**
99 **the Underwriter of the Preliminary Limited**
100 **Offering Memorandum and the Limited**
101 **Offering Memorandum and the Execution**
102 **of the Limited Offering Memorandum;**
103 **Approving the Form of the Continuing**
104 **Disclosure Agreement and Authorizing the**
105 **Execution Thereof; Authorizing Certain**
106 **Officials of the Development District and**
107 **Others to Take All Actions Required in**
108 **Connection with the Issuance, Sale and**

**Delivery of Said Series 2022 Obligations;
Providing Certain Other Details with
Respect to Said Series 2022 Obligations;
and Providing an Effective Date**

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Mr. Dame presented Resolution 2022-10, which authorizes the following:

➤ Delegates authority to the Chair, the Vice Chair and Staff to issue the first series of bonds. The first bonds are authorized in two different series; the Phase 1 Project bonds and the Master Infrastructure Project bonds.

Mr. Dame stated there was a typo in the title of the Resolution; the aggregate amount of bonds should be \$31 million because one series is \$17 million and the other series is \$14 million. The Board would be asked to amend the Resolution accordingly.

➤ Approves the forms of various documents used in connection with the financing, including the Supplemental Indenture, the Bond Purchase Agreement, the Offering Document and the Continuing Disclosure Agreement.

➤ Broadly authorizes Staff to go forth and do things necessary to issue the bonds.

➤ Approves a Delegated Award within the parameters set forth in the Resolution, which allows the Chair or Vice Chair to execute a Bond Purchase Agreement if the Underwriter, FMSbonds, presents a proposal within the parameters set forth in Section 5 of the Resolution.

➤ Approves the forms of various other documents.

The following changes were made to Resolution 2022-10:

Title: Change "\$21,000,000" to "\$31,000,000"

Section 11 and throughout: Change "Hopping Green & Sams, P.A." to "Coleman, Yovanovich & Koester, P.A."

Section 8 and throughout: Change "Rizzetta & Company, Inc." to "Wrathell, Hunt and Associates, LLC"

Mr. Adams presented Resolution 2022-10 with the edits noted. He stated that Supplement #1 to the Master Engineers' Report and the Preliminary First Supplemental Assessment Methodology Report would be approved in substantial form, as previously discussed.

140 On MOTION by Mr. Nelson and seconded by Mr. Burr, with all in favor,
141 Resolution 2022-10, amended as discussed, Supplementing its Resolution 2021-
142 28 by Authorizing the Issuance of its Special Assessment Revenue Bonds, Series
143 2022 (Phase 1 Project) and Special Assessment Revenue Notes, Series 2022
144 (Master Infrastructure Project) in an Aggregate Principal Amount of Not
145 Exceeding \$31,000,000 for the Principal Purpose of Acquiring and Constructing
146 Assessable Improvements; Delegating to the Chair or Vice Chair of the Board of
147 Supervisors of the District, Subject to Compliance with the Applicable
148 Provisions Hereof, the Authority to Award the Sale of Such Series 2022
149 Obligations to FMSbonds, Inc., by Executing and Delivering to Such
150 Underwriter a Bond Purchase Contract and Approving the Form Thereof;
151 Approving the Form of and Authorizing the Execution of First and Second
152 Supplemental Trust Indentures; Appointing U.S. Bank National Association as
153 the Trustee, Bond Registrar and Paying Agent for Such Series 2022 Obligations;
154 Making Certain Findings; Approving Forms of Said Series 2022 Obligations;
155 Approving the Form of the Preliminary Limited Offering Memorandum and
156 Authorizing the Use by the Underwriter of the Preliminary Limited Offering
157 Memorandum and the Limited Offering Memorandum and the Execution of
158 the Limited Offering Memorandum; Approving the Form of the Continuing
159 Disclosure Agreement and Authorizing the Execution Thereof; Authorizing
160 Certain Officials of the Development District and Others to Take All Actions
161 Required in Connection with the Issuance, Sale and Delivery of Said Series 2022
162 Obligations; Providing Certain Other Details with Respect to Said Series 2022
163 Obligations; and Providing an Effective Date, with Supplement #1 to the
164 Master Engineers' Report and the Preliminary First Supplemental Assessment
165 Methodology Report in substantial form, was adopted.

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168 **SIXTH ORDER OF BUSINESS**

**Consideration of Construction Funding
Agreement**

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171 Mr. Urbancic presented the Construction Funding Agreement. He recalled that the
172 Board discussed assignment of the Construction Contract and the Construction Monitoring
173 Contract at the last meeting. The Funding Agreement provides a mechanism for the CDD to pay
174 the costs for those contracts and creates structure to memorialize those costs for which
175 requisitions may be submitted in order for the CDD to utilize bond funds to repay the Developer
176 for those funds advanced by the Developer for construction from bond funds. The date of the
177 Engineer's Report approved today would be inserted into the Fourth "Whereas" item.

178

179 **On MOTION by Ms. Johnson and seconded by Mr. Burr, with all in favor, the**
180 **Construction Funding Agreement, as amended, was approved.**

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183 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of November 30, 2021**

184
185
186 Mr. Adams presented the Unaudited Financial Statements as of November 30, 2021. He
187 stated that the budget is Landowner-funded. As of November 30, 2021, 11% of budgeted
188 revenues were received from the prior Landowner, while incurring expenses that totaled 17%
189 of the annual budget. Negative fund balance must be offset with a follow up Funding Request,
190 which was submitted to the previous Landowner; payment was received and should be
191 reflected on the January 2022 financials.

192 The financials were accepted.

193
194 **EIGHTH ORDER OF BUSINESS**

**Approval of December 17, 2021 Regular
Meeting Minutes**

195
196
197 Mr. Adams presented the December 17, 2021 Regular Meeting Minutes.

198
199 **On MOTION by Mr. Nelson and seconded by Mr. Burr, with all in favor, the**
200 **December 17, 2021 Regular Meeting Minutes, as presented, were approved.**

201
202
203 **NINTH ORDER OF BUSINESS**

Staff Reports

204
205 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

206 There was no report.

207 **B. District Engineer: *Barraco and Associates, Inc.***

208 There was no report.

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

- 210 • **NEXT MEETING DATE: January 26, 2022 at 1:00 PM**

- 211 ○ **QUORUM CHECK**

212 Mr. Adams stated the next meeting will be on February 9, 2022, rather than January 26,
213 2022.

214

215 **TENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

216

217 There were no Board Members' comments or requests.

218

219 **ELEVENTH ORDER OF BUSINESS** **Public Comments**

220

221 There were no public comments.

222

223 **TWELFTH ORDER OF BUSINESS** **Adjournment**

224

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

226

227 **On MOTION by Mr. Burr and Seconded by Mr. Nelson, with all in favor, the**
228 **meeting adjourned at 10:24 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

TUCKERS POINTE
COMMUNITY DEVELOPMENT DISTRICT

10C

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

**Country Inn and Suites, 24244 Corporate Court, Port Charlotte, Florida 33954*

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, 2022 CANCELED	Special Meeting	1:00 P.M.
February 9, 2022 <i>rescheduled to February 25, 2022</i>	Regular Meeting	10:00 A.M.
February 25, 2022*	Regular Meeting	10:00 A.M.
March 9, 2022 <i>rescheduled to March 17, 2022</i>	Regular Meeting	10:00 A.M.
March 17, 2022*	Regular Meeting	2:00 P.M.
April 13, 2022 <i>rescheduled to April 21, 2022</i>	Regular Meeting	10:00 A.M.
April 21, 2022*	Regular Meeting	2:00 P.M.
May 11, 2022 <i>rescheduled to May 19, 2022</i>	Regular Meeting	10:00 A.M.
May 19, 2022*	Regular Meeting	2:00 P.M.

June 8, 2022 <i>rescheduled to June 16, 2022</i>	Regular Meeting	10:00 A.M.
June 16, 2022*	Regular Meeting	2:00 P.M.
July 13, 2022 <i>rescheduled to July 21, 2022</i>	Regular Meeting	10:00 A.M.
July 21, 2022*	Regular Meeting	2:00 P.M.
August 10, 2022 <i>rescheduled to August 18, 2022</i>	Regular Meeting	10:00 A.M.
August 18, 2022*	Regular Meeting	2:00 P.M.
September 14, 2022 <i>rescheduled to September 15, 2022</i>	Public Hearing & Regular Meeting	10:00 A.M.
September 15, 2022*	Regular Meeting	2:00 P.M.