

Document prepared under the supervision of:
Charlotte County Attorney
18500 Murdock Circle
Port Charlotte, FL 33948

This instrument prepared by and after recording return to:
Robert H. Berntsson, Esq.
The BIG W LAW FIRM
3195 S. Access Road
Englewood, FL 34224

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT ("Agreement") is made this 25th day of November, 2025, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, herein called "County" and Lennar Homes, LLC, with an address of 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966, herein called "Developer".

WITNESSETH

WHEREAS, Developer is the fee simple owner of the lands described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter, "Property"); and

WHEREAS, Developer previously subdivided the Property pursuant to that certain plat of Harbor East according to the plat thereof recorded on November 1, 2023 in Plat Book 27 Pages 4A through 4G of the Public Records of Charlotte County, Florida (the "Plat"); and

WHEREAS, in connection with the Plat, County and Developer entered into that certain Developer's Agreement recorded on November 1, 2023 as Instrument 3333225 of the Public Records of Charlotte County Florida (the "Developer's Agreement") pursuant to which Developer provided a letter of credit in the amount of Two Million Five Hundred Two Thousand Eight and 14/100 Dollars (\$2,502,008.14) defined in the Developer's Agreement as the "Security" to ensure completion of those subdivision improvements depicted on the Plans; and

WHEREAS, a portion of the subdivision improvements shown on the approved plans have been certified as completed in substantial compliance with the Plans by a licensed engineer; and

WHEREAS, County and Developer have agreed to amend the Developer's Agreement to facilitate the reduction of the amount of security necessary to ensure completion of the remaining improvements for the Plat; and

WHEREAS, the intent of the Developer's Agreement and this Amendment thereto is to provide the required financial assurances pursuant to the provisions of Section 3-7-65 of the Charlotte County Code of Laws and Ordinances, which is not intended to be construed as a development agreement under Chapter 163.3221, Florida Statutes.

NOW THEREFORE, in consideration of their respective undertakings hereunder, County and Developer agree as follows:

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

2. Developer agrees to complete the subdivision improvements shown on the Plans, as set forth in the Engineer's Probable Cost Estimate dated April 4, 2025, which have not yet been certified as complete, no later than April 1, 2027.

3. County hereby reduces the amount of the Security from \$2,502,008.14 to \$169,957.32 (hereinafter, the "Second Security"), which includes the required, additional ten percent (10%) security, and Developer shall provide a new irrevocable letter of credit in such amount. The parties agree that the Developer's Agreement remains in full force and effect, except as modified herein.

4. Except as amended here, the remaining terms and provisions of the Developer's Agreement shall remain in full force and effect as if originally set forth herein.

5. This Amendment may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, County and Developer have executed this First Amendment to Developer's Agreement on the date first above written.

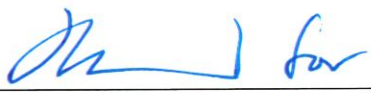
**CHARLOTTE COUNTY, a political
Subdivision of the State of Florida**

By: _____
Joseph M. Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:  _____
Janette S. Knowlton, County Attorney
LR25-0665


Ashley Kingston
1st Witness Signature
Ashley Kingston
1st Witness Printed Name
10461 Six Mile Cypress Pkwy
1st Witness Address
Fort Myers FL 33966
1st Witness Address (cont.)
Alex Hinebaugh
2nd Witness Signature
Alex Hinebaugh
2nd Witness Printed Name
10481 Six Mile Cypress Pkwy
2nd Witness Address
Fort Myers FL 33966
2nd Witness Address (cont.)

DEVELOPER
LENNAR HOMES, LLC
10481 Six Mile Cypress Parkway
Fort Myers, FL 33966

By: [Signature]
Scott Edwards

Vice President
Title

Scott Edwards
Printed Name

ACKNOWLEDGEMENT

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of October, 2025 by Scott Edwards, Vice President of Lennar Homes, LLC, who ☒ is personally known to me or ☐ has produced _____ as identification and did/did not take an oath.

My commission expires: Feb. 11, 2028

(Notary Seal)

Nicole M Rickard
Notary Public
Nicole M Rickard
Printed name of Notary Public
HH491000
Serial or commission number



Nicole M Rickard
Comm.: HH 491000
Expires: Feb. 11, 2028
Notary Public - State of Florida

EXHIBIT "A"
(Legal Description of the Property)

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTIONS 10 AND 15, TOWNSHIP 41 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MARGO CIRCLE (60' WIDE) AND THE CENTERLINE OF ST. PAUL DRIVE (100' WIDE), AS DEPICTED IN PLAT BOOK 9, PAGES 1A THROUGH 1Z4, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE N.76°10'19"E. (FOR A BASIS OF BEARINGS) ALONG THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID MARGO CIRCLE FOR 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID ST. PAUL DRIVE; THENCE N.13°49'41"W. ALONG SAID EASTERLY LINE FOR 255.00 FEET TO THE POINT OF BEGINNING SAID POINT HAVING A STATE PLANE COORDINATE OF N:938424.71, E:592892.05; THENCE ALONG THE EASTERLY AND WESTERLY RIGHT-OF-WAY LINES OF TATE WATERWAY AND THE NORTHEASTERLY EXTENSION THEREOF, AS DEPICTED IN SAID PLAT BOOK 9, PAGES 1A THROUGH 1Z4 THE FOLLOWING 3 COURSES: S.76°10'19"W. FOR 901.86 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 223.04 FEET, A DELTA ANGLE OF 51°00'00", A CHORD BEARING OF N.78°19'41"W., AND A CHORD DISTANCE OF 192.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 198.53 FEET; THENCE N.52°49'41"W. FOR 297.20 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AQUARIUS WATERWAY AS DEPICTED IN PLAT BOOK 10, PAGES 13A THROUGH 13G, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 255.00 FEET, A DELTA ANGLE OF 56°00'00", A CHORD BEARING OF N.24°49'41"W., AND A CHORD DISTANCE OF 239.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 249.23 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE THE FOLLOWING 2 COURSES: SAID CURVE; THENCE N.03°10'19"E. FOR 407.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET, A DELTA ANGLE OF 33°00'00", A CHORD BEARING OF N.19°40'19"E., AND A CHORD DISTANCE OF 511.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 518.36 FEET; THENCE N.36°10'19"E. FOR 231.67 FEET; THENCE S.53°49'41"E. FOR 602.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A STATE PLANE COORDINATE OF N:939364.41, E:592308.23 AND A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 23°32'27", A CHORD BEARING OF S.42°03'27"E., AND A CHORD DISTANCE OF 359.02 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 361.56 FEET; THENCE S.30°17'14"E. FOR 456.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET, A DELTA ANGLE OF 16°27'34", A CHORD BEARING OF S.22°03'27"E., AND A CHORD DISTANCE OF 300.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 301.64 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT - EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK, SITE CODE "PNTA"; WHEREIN THE CENTERLINE OF ST. PAUL DRIVE, BEARS S.13°49'41"E.