

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:
Charles Mann
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this 22nd day of April, 2025, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, herein called "County", and Lennar Homes, LLC, a Florida limited liability company, with an address of 10481 Six Mile Cypress Pkwy., Fort Myers, FL 33966 herein called "Developer" and Millrose Properties Florida II, LLC, a Florida limited liability company with an address of 5505 Waterford District Dr., Miami, FL 33126, herein called "Owner" the parties to this agreement may be collectively referred to as the "Parties."

WITNESSETH

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

WHEREAS, Developer intends to subdivide the Property and develop a project under the name of Tuckers Cove – Phase 2, and cause a plat of the same name to be recorded in the Public Records of Charlotte County, Florida; and

WHEREAS, the Developer is required to construct the Improvements as set forth in the Engineer's Opinion of Probable Cost of Construction ("EOPC") for development that involves and is located in the subdivision known as "Tuckers Cove – Phase 2"; and

WHEREAS, the County, Owner and Developer by this reference indicate that this Developer's Agreement shall secure the subdivision development in the EOPC for a total bond amount of Fifteen Million Eight Hundred Eighty-Eight Thousand Four Hundred Forty-Three and 36/100 Dollars \$15,888,443.36, which includes the required, additional ten percent (10%) security; and

WHEREAS, the total bond amount of Fifteen Million Eight Hundred Eighty-Eight Thousand Four Hundred Forty-Three and 36/100 Dollars \$15,888,443.36 shall be funded as of the date of this executed Developer's Agreement and the bond shall remain in force until released per Charlotte County policy; and

WHEREAS, the Plat is identified in Charlotte County Community Development

Department Files as #FP-24-01; and

WHEREAS, Developer is required to construct certain improvements within the Property in accordance with County Standards, and construction plans and specifications approved by the County; and

WHEREAS, Developer submitted plans prepared by Kimley-Horn & Associates, dated September 17, 2024 for final construction plan approval (hereinafter, "Plans"), which was granted by the County on October 28, 2024, under DRC-24-179; and

WHEREAS, Developer and County desire to enter into this Agreement, to set forth certain obligations by the Developer and County in connection with the construction of the improvements; and

WHEREAS, the intent of this Agreement is to provide the required financial assurances for the construction of the improvements pursuant to the provisions of Section 3-7-65 of the Charlotte County Code of Laws and Ordinances and 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, Developer and Owner 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 and according to the individual Engineer's Opinion of Probable Cost of Construction for: Tuckers Cove – Phase 2 dated December 9, 2024 (A copy of the s Engineer's Opinion of Probable Cost of Construction for Performance Bond is attached as composite Exhibit "B" and the parties agree that this exhibit is made part of this Agreement.). Further, the Developer agrees to complete the subdivision improvements according to sound engineering standards, the County Subdivision Regulations, and according to the engineering plans and specifications submitted by the Developer to the County, subject to County's approval, which approval shall not be unreasonably withheld.

3. In order to guarantee Developer's adherence to the obligations under this Agreement, Developer shall provide a bond in an amount up to but not exceeding the aggregate amount of Fifteen Million Eight Hundred Eighty-Eight Thousand Four Hundred Forty-Three and 36/100 Dollars \$15,888,443.36 (hereinafter, the "Security") to ensure completion of the subdivision improvements depicted on the approved Plans which have not, to date, been certified as complete.

4. Said Security shall remain in effect until final approval of the improvements by the County. Any reduction of the Security shall follow Charlotte County policy and Developer will be required to provide the applicable fee along with the record drawings and recommendation signed and sealed by the engineer of record. The reduction of the

Security must be approved by the County prior to Developer reducing the Security amount. Developer agrees to identify the phase or phases to be reduced by any request for reduction such that the County Engineer can determine which items have been completed and which items remain to be completed in the reduced bond. The release of any of the bond shall be conditioned on Developer adequately demonstrating that all of the work in a particular EOPC that corresponds to such bond has been completed to the County's satisfaction.

5. All improvements as shown on the Plans must be completed per the approved Plans to the satisfaction of the County Engineer no later than two (2) years after the date that the Plat is recorded in the Public Records of Charlotte County, Florida. If the work is not completed within two (2) years, the County Engineer shall have right to review the surety amount, and if deemed insufficient, Developer may be required to provide additional surety and execute an amendment to this Agreement to reflect the increased surety. Said amendment shall be recorded in the same manner as this Agreement. Failure by Developer to provide additional required surety shall constitute reasonable grounds for County to declare a breach of this agreement.

6. In the event that the improvements are not completed per the applicable Agreement(s), or in the event that the County receives notification from the institution issuing the financial assurance that the security will expire prior to the specified time period in the Agreement, it is expressly understood and acknowledged by the Parties that:

(a) Notwithstanding any notice and cure requirements in this Agreement, the County may, at its sole and absolute discretion, request and/or utilize the full amount of the bonds.

(b) In the event of litigation, no party, including but not limited to the Developer, future lot owners, successors and assigns, is entitled to an offset of damages in an amount equal to the posted bond funds.

7. There are no intended Third-Party Beneficiaries to this agreement, therefore, no Third Parties can or should rely on this agreement and/or bonds, including but not limited to future lot owners, successors and assigns.

8. Nothing herein shall be construed to create an obligation upon the Owner to assume an obligation to perform any act of construction or maintenance under this Agreement and/or the bonds. Owner is only a party to this Agreement to indicate its consent for Developer to enter into this Agreement with County.

9. Nothing herein shall be construed to create an obligation upon the County, under Section 177.081, Florida Statutes, to voluntarily assume an obligation to perform any act of construction or maintenance under this Agreement and/or the bonds.

10. County's consent, approval and acknowledgement herein granted shall not operate to limit the rights of County to approve specific development on the Property as

provided by all laws, rules and regulations applicable to the Property.

11. Upon certification by a licensed engineer that the subdivision improvements have been completed in substantial compliance with the Plans, County shall release the financial assurance and this Agreement shall terminate.

12. This Agreement shall inure to the benefit of and be obligatory upon the parties hereto and their respective successors, assigns, heirs and personal representatives.

13. The terms of this Agreement have been jointly drafted by the Parties; therefore, in construing this Agreement no legal presumptions shall arise against either Party as the drafter of the Agreement.

14. 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.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Charlotte County, Florida.

[Signature pages to follow]

IN WITNESS WHEREOF, County, Owner and Developer have executed this Development Agreement on the date first above written.

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

Attest:

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

By: _____
Deputy Clerk

By: _____
Joseph M. Tiseo, Chairman

Approved as to form and legal sufficiency:

By: _____
Janette S. Knowlton
County Attorney
LR25-0315 *KNW*

DEVELOPER

LENNAR HOMES, LLC
a Florida limited liability company
10481 Six Mile Cypress Parkway
Fort Myers, FL 33966

By: _____
Darin McMurray, Vice President

[Signature]
1st Witness Signature

Zane Zeidan
1st Witness Printed Name
10481 Six Mile Cypress Pkwy
Fort Myers, FL 33966

[Signature]
2nd Witness Signature

Matthew Shurey
2nd Witness Printed Name
10481 Six Mile Cypress Pkwy
Fort Myers, FL 33966

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
[] online notarization this 25th day of March, 2025, by Darin McMurray, as Vice
President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company,
who is personally known to me.

(Notary Seal)




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

Nicole M. Rickard
Notary Public
Printed Name: Nicole M Rickard
My Commission Expires: Feb 11, 2028

OWNER

Millrose Properties Florida II, LLC
a Florida limited liability company
5505 Waterford District Drive
Miami, FL 33126



1st Witness Signature

Zane Zidan

1st Witness Printed Name
10481 Six Mile Cypress Pkwy
Fort Myers, FL 33966



2nd Witness Signature

Matthew Sherry

2nd Witness Printed Name
10481 Six Mile Cypress Pkwy
Fort Myers, FL 33966

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
[] online notarization this 25th day of March, 2025, by Darin McMurray, Vice President
of Lennar Homes, LLC, a Florida limited liability company, as attorney-in- fact for Millrose
Properties Florida II, LLC, a Florida limited liability company, on behalf of the companies, who is
personally known to me.

(Notary Seal)



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

Nicole M. Rickard

Notary Public
Printed Name: Nicole M Rickard
My Commission Expires: Feb. 11, 2028

EXHIBIT "A"
(Legal Description of Property)
TUCKERS COVE – PHASE 2

(23-148-PLT)

A PORTION OF TRACT "F-1", TUCKERS COVE, PLAT BOOK 27, PAGES 7A THROUGH 7Z48 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND LYING IN SECTIONS 15, & 16, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF LOT 6597, TUCKERS COVE, PLAT BOOK 27, PAGES 7A THROUGH 7Z48, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE BOUNDARY OF TRACT "F-1 OF SAID PLAT, THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING SIX (6) COURSES AND DISTANCES, 1) NORTHEASTERLY 199.50 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 2,710.00 FEET THROUGH A CENTRAL ANGLE OF 04°13'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 55°45'19" EAST FOR 199.46 FEET; 2) NORTH 32°39'52" WEST, FOR 104.67 FEET TO A POINT OF CURVATURE; 3) NORTHERLY 39.71 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 91°01'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 12°50'40" EAST FOR 35.67 FEET; 4) NORTH 31°38'48" WEST, FOR 50.00 FEET TO A POINT ON A CURVE; 5) SOUTHWESTERLY 3.01 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2,890.00 FEET THROUGH A CENTRAL ANGLE OF 00°03'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 58°19'25" WEST FOR 3.01 FEET; 6) NORTH 31°37'26" WEST, DEPARTING SAID BOUNDARY, FOR 120.00 FEET TO A POINT ON A CURVE; THENCE ALONG SAID BOUNDARY AND THE EXTENSION THEREOF, NORTHEASTERLY 235.17 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 3,010.00 FEET THROUGH A CENTRAL ANGLE OF 04°28'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 60°32'07" EAST FOR 235.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 336.68 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 2,104.00 FEET THROUGH A CENTRAL ANGLE OF 09°10'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 58°11'21" EAST FOR 336.32 FEET; THENCE SOUTH 36°23'42" EAST, FOR 120.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 115.18 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2,224.00 FEET THROUGH A CENTRAL ANGLE OF 02°58'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 52°07'17" EAST FOR 115.17 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 27.05 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 61°59'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 19°38'45" EAST FOR 25.75 FEET; THENCE NORTH 49°20'05" EAST, FOR 56.40 FEET TO A POINT ON A CURVE; THENCE EASTERLY 27.05 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 61°59'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 79°01'25" EAST FOR 25.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 239.53 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,224.00 FEET THROUGH A CENTRAL ANGLE OF 06°10'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°56'48" EAST FOR 239.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 27.05 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 61°59'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 10°52'10" EAST FOR 25.75 FEET; THENCE NORTH 40°33'30" EAST, FOR 56.40 FEET TO A POINT ON A CURVE; THENCE EASTERLY 27.05 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 61°59'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 70°14'50"

EAST FOR 25.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 111.99 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,224.00 FEET THROUGH A CENTRAL ANGLE OF 02°53'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 37°48'46" EAST FOR 111.98 FEET; THENCE NORTH 53°37'47" WEST, FOR 120.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 763.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2,104.00 FEET THROUGH A CENTRAL ANGLE OF 20°46'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 25°58'47" EAST FOR 758.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 81.53 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,010.00 FEET THROUGH A CENTRAL ANGLE OF 04°37'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 17°54'05" EAST FOR 81.51 FEET; THENCE NORTH 70°21'12" WEST, FOR 120.01 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 143.85 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1,130.00 FEET THROUGH A CENTRAL ANGLE OF 07°17'38" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 23°48'03" EAST FOR 143.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY 40.40 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 92°35'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 73°44'40" EAST FOR 36.15 FEET; THENCE NORTH 30°02'28" EAST, FOR 50.00 FEET; THENCE SOUTH 59°57'32" EAST, FOR 190.24 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 37.90 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86°52'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 76°36'26" EAST FOR 34.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 164.81 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 890.00 FEET THROUGH A CENTRAL ANGLE OF 10°36'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 38°28'43" EAST FOR 164.57 FEET; THENCE SOUTH 46°13'00" EAST, FOR 50.00 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 40.80 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 93°31'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°58'31" EAST FOR 36.42 FEET; THENCE SOUTH 49°44'02" EAST, FOR 103.91 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 131.57 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 710.00 FEET THROUGH A CENTRAL ANGLE OF 10°37'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 47°35'33" EAST FOR 131.38 FEET; THENCE SOUTH 88°19'00" EAST, FOR 41.83 FEET TO A POINT ON THE BOUNDARY OF TRACT "D-178" OF SAID TUCKERS COVE PLAT, THE SAME BEING A POINT ON A CURVE; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING SIX (6) COURSES AND DISTANCES, 1) SOUTHEASTERLY 20.15 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 57°43'30" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27°10'45" EAST FOR 19.31 FEET TO A POINT OF COMPOUND CURVATURE; 2) SOUTHEASTERLY 85.97 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 328.00 FEET THROUGH A CENTRAL ANGLE OF 15°01'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 63°33'03" EAST FOR 85.73 FEET; 3) SOUTH 71°03'35" EAST, FOR 451.71 FEET TO A POINT OF CURVATURE; 4) EASTERLY 26.25 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 75°12'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 71°20'11" EAST FOR 24.41 FEET TO A POINT OF REVERSE CURVATURE; 5) NORTHEASTERLY 111.34 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 732.00 FEET THROUGH A CENTRAL ANGLE OF 08°42'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 38°05'24" EAST FOR 111.23 FEET; THENCE SOUTH 47°33'09" EAST, FOR 375.56 FEET TO A POINT ON THE BOUNDARY OF TRACT "MA-14", OF SAID TUCKERS COVE PLAT; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES, 1) SOUTH 59°51'52" WEST, FOR 10.82 FEET; 2) SOUTH 32°37'07" WEST, FOR 96.45 FEET; 3) SOUTH 08°08'05" WEST, FOR 211.33 FEET TO A POINT ON A CURVE; 4) SOUTHEASTERLY 440.19 FEET

ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 333.50 FEET THROUGH A CENTRAL ANGLE OF 75°37'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 40°49'55" EAST FOR 408.93 FEET; 5) NORTH 87°00'28" EAST, FOR 496.07 FEET; 6) NORTH 89°32'58" EAST, FOR 278.89 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2078, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY, SOUTH 22°47'49" WEST, FOR 505.73 FEET TO A POINT ON THE BOUNDARY OF TRACT "MA-15" OF SAID TUCKERS COVE PLAT; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, 1) SOUTH 77°13'17" WEST, FOR 251.85 FEET; 2) SOUTH 29°18'16" WEST, FOR 217.57 FEET; 3) NORTH 77°39'24" WEST, FOR 181.99 FEET; 4) SOUTH 61°38'36" WEST, FOR 116.87 FEET; 5) SOUTH 25°06'49" WEST, FOR 154.36 FEET; 6) SOUTH 19°33'35" EAST, FOR 108.59 FEET; 7) SOUTH 65°21'31" EAST, FOR 208.58 FEET; 8) SOUTH 17°35'32" EAST, FOR 318.49 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2078, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY, SOUTH 22°47'49" WEST, FOR 427.94 FEET TO A POINT ON THE BOUNDARY OF THE AFOREMENTIONED TRACT "F-1" OF SAID TUCKERS COVE PLAT; THENCE ALONG SAID BOUNDARY FOR ALL OF THE REMAINING COURSES AND DISTANCES, NORTH 68°19'58" WEST, FOR 311.20 FEET; THENCE SOUTH 51°41'27" WEST, FOR 262.39 FEET; THENCE SOUTH 67°00'22" WEST, FOR 180.43 FEET; THENCE NORTH 78°37'58" WEST, FOR 182.62 FEET; THENCE NORTH 53°33'42" WEST, FOR 162.50 FEET; THENCE NORTH 46°44'28" WEST, FOR 168.54 FEET; THENCE SOUTH 89°59'46" WEST, FOR 95.67 FEET; THENCE SOUTH 49°53'48" WEST, FOR 59.91 FEET; THENCE NORTH 40°06'12" WEST, FOR 32.83 FEET TO A POINT ON A CURVE; THENCE WESTERLY 617.43 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 535.00 FEET THROUGH A CENTRAL ANGLE OF 66°07'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 77°41'34" WEST FOR 583.73 FEET; THENCE NORTH 69°14'44" WEST, FOR 496.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 268.76 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 345.00 FEET THROUGH A CENTRAL ANGLE OF 44°38'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 88°26'14" WEST FOR 262.02 FEET; THENCE SOUTH 66°07'11" WEST, FOR 330.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 25.19 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET THROUGH A CENTRAL ANGLE OF 03°02'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°36'02" WEST FOR 25.18 FEET; THENCE NORTH 26°55'06" WEST, FOR 180.00 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 36.81 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 694.31 FEET THROUGH A CENTRAL ANGLE OF 03°02'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 61°28'07" WEST FOR 36.80 FEET; THENCE NORTH 30°08'18" WEST, FOR 130.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 30.30 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 785.00 FEET THROUGH A CENTRAL ANGLE OF 02°12'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 60°58'03" EAST FOR 30.29 FEET; THENCE NORTH 11°01'36" EAST, FOR 33.59 FEET TO A POINT ON A CURVE; THENCE EASTERLY 29.74 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 35°29'38" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 83°16'47" EAST FOR 29.26 FEET; THENCE NORTH 66°05'56" EAST, FOR 115.80 FEET TO A POINT ON A CURVE; THENCE NORTHERLY 82.53 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 98°30'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 16°51'46" EAST FOR 72.73 FEET; THENCE NORTH 32°39'38" WEST, FOR 143.40 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 24.70 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 47°10'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 56°15'07" WEST FOR 24.01 FEET; THENCE NORTH 17°42'43" WEST, FOR 28.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

LESS AND EXCEPTING THEREFROM TRACTS "D-172", "D-173", "D-174", "D-175", "D-176", AND "D-177",
TUCKERS COVE, PLAT BOOK 27, PAGES 7A THROUGH 7Z48, OF THE PUBLIC RECORDS OF CHARLOTTE
COUNTY, FLORIDA.

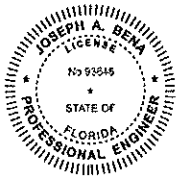
CONTAINING 116.15 ACRES, MORE OR LESS.

EXHIBIT "B"

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION FOR TUCKERS COVE - PHASE 2 (DRC-23-00113) DEVELOPMENT (116.15 AC. +/-)					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. CLEARING, GRUBBING AND EARTHWORK					
I.a CLEARING AND GRUBBING					
1	Clearing and grubbing including clearing all lakes, roads, lots, swales, etc. for entire project. (Wooded Area)	0	AC	\$ 3,280.00	INCLUDED IN PH1
2	Clearing and grubbing including clearing all lakes, roads, lots, swales, etc. for entire project. (Pasture Area)	0	AC	\$ 200.00	INCLUDED IN PH1
CLEARING AND GRUBBING TOTAL					\$ -
I.b EARTHWORK					
1a	Excavation of onsite lakes to approximately 30' deep from natural ground (SOIL)	0	CY	2.85	INCLUDED IN PH1
1b	Drill and Blast Weathered Limestone (Assumed Quantity)	0	AC	77,240.00	INCLUDED IN PH1
1c	Excavation of onsite lakes to approximately 30' deep from natural ground (WEATHERED LIMESTONE)	0	CY	2.85	INCLUDED IN PH1
1d	Process Weathered Limestone for use as fill below 2' ALLOWANCE	0	CY	1.88	INCLUDED IN PH1
2	Placement and compaction, grading, including all lakes, roadways, ditches, berms, open space, etc. (In-place cubic yards of sandy material or processed rock)	0	CY	0.18	INCLUDED IN PH1
3	Fine Grading for Lots, Curbs, Roads, Sidewalks, Swales and Berms	564,705	SY	0.42	\$ 237,176.10
4	Lake Dewatering	0	DA	280.00	INCLUDED IN PH1
EARTHWORK TOTAL					\$ 237,176.10
I.c NPDES					
1	Sod lake slopes, swales, drainage ways, and berms per plan and as directed by Owner/Engineer	0	SY	2.50	INCLUDED IN PH1
2	Seed and mulch (Residential Lot Areas) per plan as directed by Owner	492,882	SY	0.25	\$ 123,220.50
3	Rip Rap as directed by the Owner/Engineer (Quantity Arbitrary)	0	SY	75.00	INCLUDED IN PH1
4	Temporary Construction Access	5	LS	5,500.00	\$ 27,500.00
5	Silt Fence installation (NO REMOVAL)	18,000	LF	1.50	\$ 27,000.00
6	Inlet Protection	87	EA	150.00	\$ 13,050.00
7	Floating Turbidity Barriers	4,400	LF	15.00	\$ 66,000.00
8	Best Management Practices	1	LS	50,000.00	\$ 50,000.00
NPDES TOTAL					\$ 306,770.50
II. UNDERGROUND					
II.a DRAINAGE					
1	12" PVC	966	LF	29.00	28,014.00
3	15" RCP	584	LF	40.50	23,652.00
4	18" RCP	1,337	LF	63.50	84,899.50
5	24" RCP	3,497	LF	94.50	330,466.50
6	30" RCP	489	LF	160.00	78,240.00
7	36" RCP	1,300	LF	177.00	230,100.00
8	42" RCP	634	LF	228.50	144,869.00
9	48" RCP	2,908	LF	280.00	814,240.00
10	60" RCP	68	LF	400.00	27,200.00
11	VALLEY GUTTER Curb Inlet	38	EA	5,200.00	197,600.00
12	Type "D" FDOT Inlet	1	EA	7,435.00	7,435.00
13	Type "C" FDOT Inlet	14	EA	4,085.00	57,190.00
14	Endwall 18" - 30" RCP	0	EA	2,400.00	-
15	Endwall 36" and larger RCP	4	EA	3,400.00	13,600.00
16	Small Control Structure	0	EA	7,500.00	-
14	YARD INLET	40	EA	1,750.00	70,000.00
15	Junction Box	11	EA	6,500.00	71,500.00
16	6" Roadside underdrain (Underdrain Length to be Determined by Geotechnical Engineer)	12,400	LF	17.00	210,800.00
17	Underdrain cleanout (Quantity to be Determined by Geotechnical Engineer)	124	EA	215.00	26,660.00
18	6" Underdrain plug (Quantity to be Determined by Geotechnical Engineer)	124	EA	145.00	17,980.00
19	Stormwater Testing	11,783	EA	0.50	5,891.50
DRAINAGE TOTAL					\$ 2,440,337.50
II.b SANITARY SEWER					
1	Manholes 0' - 6'	21	EA	7,450.00	156,450.00
2	Manholes 6' - 8'	27	EA	8,700.00	234,900.00
3	Manholes 8' - 10'	10	EA	10,000.00	100,000.00
4	Manholes 10' - 12'	6	EA	11,400.00	68,400.00
5	Manholes 12' - 14'	7	EA	12,500.00	87,500.00
6	Manholes 14' - 16'	3	EA	14,000.00	42,000.00
7	Manholes 16' - 18'	3	EA	16,000.00	48,000.00

8	Manholes 18' - 20'	2	EA	16,800.00	33,600.00
10	8" PVC (SDR 26) Gravity Sewer 0' - 6'	4,019	LF	46.30	186,079.70
11	8" PVC (SDR 26) Gravity Sewer 6' - 8'	4,937	LF	52.80	260,673.60
12	8" PVC (SDR 26) Gravity Sewer 8' - 10'	2,872	LF	83.30	239,237.60
13	8" PVC (SDR 26) Gravity Sewer 10' - 12'	1,780	LF	95.80	170,524.00
14	8" PVC (SDR 26) Gravity Sewer 12' - 14'	1,514	LF	109.30	165,480.20
15	8" PVC (SDR 26) Gravity Sewer 14' - 16'	881	LF	121.80	107,305.80
16	8" PVC (SDR 26) Gravity Sewer 16' - 18'	852	LF	134.80	114,849.60
17	8" PVC (SDR 26) Gravity Sewer 18' - 20'	34	LF	148.80	5,059.20
18	8" PVC (SDR 26) Gravity Sewer 20' - 22'	0	LF	162.80	-
1	6" Force Main (with fittings and restraints)	2,307	LF	45.00	103,815.00
2	8" Force Main	6	LF	53.00	318.00
3	6" Gate Valve	3	EA	3,000.00	9,000.00
4	Connect to existing force main	1	EA	3,850.00	3,850.00
5	Drop Assembly	5	EA	4,200.00	21,000.00
6	Manhole Liner	6	EA	10,000.00	60,000.00
7	Sewer Service SF lots	57	EA	1,420.00	80,940.00
8	Double Service SF Lots	224	EA	1,510.00	338,240.00
9	Lift Station	1	LS	850,000.00	850,000.00
10	Pressure testing of force main	2,313	LF	3.00	6,939.00
11	Testing of gravity sewer	16,889	LF	6.00	101,334.00
SANITARY SEWER TOTAL					\$ 3,595,495.70
II.c WATER DISTRIBUTION					
1	4" PVC DR-18, C900 Water Main (with fittings and restraints)	99	LF	36.00	3,564.00
2	6" PVC DR-18, C900 Water Main (with fittings and restraints)	390	LF	41.00	15,990.00
3	8" PVC DR-18, C900 Water Main (with fittings and restraints)	18,250	LF	52.00	949,000.00
4	10" PVC DR-18, C900 Water Main (with fittings and restraints)	0	LF	73.00	-
5	6" Gate valve and valve box	1	EA	2,150.00	2,150.00
6	8" Gate valve and valve box	46	EA	2,750.00	126,500.00
7	Fire Hydrant Assembly	38	EA	8,030.00	305,140.00
8	Single Short Water service SF Lot	41	EA	825.00	33,825.00
9	Single Long Water service SF Lot	64	EA	1,000.00	64,000.00
10	Double Short Water service SF Lot	111	EA	1,500.00	166,500.00
11	Double Long Water service SF Lot	88	EA	2,000.00	176,000.00
12	4" Fire Service for Townhome Building including 4" Gate Valve and Fire Service Stub	9	EA	2,000.00	18,000.00
13	Connection to existing water main	3	EA	4,225.00	12,675.00
14	Blow-off assembly and valve	1	EA	4,000.00	4,000.00
15	Temp Blow-off assembly and valve	5	EA	3,000.00	15,000.00
16	Pressure testing of main	18,739	LF	3.00	56,217.00
17	Chlorination and bacteriological clearance	18,739	LF	2.00	37,478.00
WATER DISTRIBUTION TOTAL					\$ 1,986,039.00
II.d IRRIGATION DISTRIBUTION					
1	6" PVC DR-18, C900 Irrigation Main (with fittings and restraints)	5,869	LF	44.30	259,996.70
2	8" PVC DR-18, C900 Irrigation Main (with fittings and restraints)	9,652	LF	52.00	501,904.00
3	10" PVC DR-18, C900 Irrigation Main (with fittings and restraints)	2,509	LF	73.00	183,157.00
4	6" Gate valve and valve box	12	EA	2,150.00	25,800.00
5	8" Gate valve and valve box	27	EA	2,750.00	74,250.00
6	10" Gate valve and valve box	5	EA	3,900.00	19,500.00
8	Single Irrigation Service (Short)	68	EA	1,200.00	81,600.00
9	Single Irrigation Service (Long)	38	EA	1,600.00	60,800.00
10	Double Irrigation Service (Short)	88	EA	1,800.00	158,400.00
11	Double Irrigation Service (Long)	82	EA	2,200.00	180,400.00
12	Blow-off assembly and valve	2	EA	4,000.00	8,000.00
13	Pressure testing of main	18,030	LF	3.00	54,090.00
IRRIGATION DISTRIBUTION TOTAL					\$ 1,607,897.70
II.e RAW WATER MAIN					
1	8" PVC DR-18, C900 Irrigation Main (with fittings and restraints)	0	LF	52.00	-
2	10" PVC DR-18, C900 Irrigation Main (with fittings and restraints)	0	LF	73.00	-
3	12" PVC DR-18, C900 Irrigation Main (with fittings and restraints)	0	LF	92.00	-
4	8" Gate valve and valve box	0	EA	2,750.00	-
5	10" Gate valve and valve box	0	EA	3,900.00	-
6	12" Gate valve and valve box	0	EA	4,700.00	-
7	Pressure testing of main	0	LF	1.00	-

RAW WATER MAIN TOTAL					\$	-
III. ROAD CONSTRUCTION						
1	Type "VG" curb, includes all transitions	32,572	LF	14.60		475,551.20
2	Type "F" curb, includes all transitions	2,305	LF	18.40		42,412.00
3	Valley Crossing	12	EA	8,000.00		96,000.00
4	6" Minimum Thickness Base	44,829	SY	12.10		542,430.90
5	12" Type B Stabilized Subgrade, LBR 40 Min.	54,974	SY	2.50		137,435.00
6	3/4" asphaltic concrete surface (First lift)	44,829	SY	7.50		336,217.50
7	3/4" Type S-III asphaltic concrete surface (Second lift)	44,829	SY	7.50		336,217.50
8	5' wide concrete sidewalk (4" thick)	18,973	SY	46.00		872,758.00
9	Sod along curbs, sidewalks, and inlets (2' wide)	26,994	SY	2.65		71,534.10
10	Curb ramp	46	EA	440.00		20,240.00
11	Temporary Turnarounds (Quantity arbitrary)	3	EA	6,300.00		18,900.00
12	Temporary pavement markings	1	LS	8,000.00		8,000.00
13	Permanent pavement markings	1	LS	20,000.00		20,000.00
14	Traffic control signs and street name signs	1	LS	25,000.00		25,000.00
ROAD CONSTRUCTION TOTAL					\$	3,002,696.20
IV. MISCELLANEOUS						
1	Utility Duct Trench (Quantity Arbitrary)	45,000	LF	2.70		121,500.00
2	2" Schedule 40 PVC Conduit (Material Cost) (Quantity Arbitrary)	25,000	LF	3.00		75,000.00
3	4" Schedule 40 PVC Conduit (Material Cost) (Quantity Arbitrary)	17,500	LF	8.25		144,375.00
4	6" Schedule 40 PVC Conduit (Material Cost) (Quantity Arbitrary)	2,500	LF	15.50		38,750.00
5	Geotechnical testing (includes all density /compaction, underdrain analysis and report)	1	LS	140,000.00		140,000.00
6	Construction stakeout	1	LS	70,000.00		70,000.00
7	Record drawings / As-Built Survey	1	LS	50,000.00		50,000.00
MISCELLANEOUS TOTAL					\$	639,625.00
SUMMARY						
I. CLEARING, GRUBING AND EARTHWORK						
I.a CLEARING AND GRUBBING					\$	-
I.b EARTHWORK					\$	237,176.10
I.c NPDES					\$	306,770.50
II. UNDERGROUND						
II.a. DRAINAGE					\$	2,440,337.50
II.b SANITARY SEWER					\$	3,595,495.70
II.c WATER DISTRIBUTION					\$	1,986,039.00
II.d IRRIGATION AND CODE MINIMUM LANDSCAPING					\$	1,607,897.70
II.e RAW WATER MAIN					\$	-
III. ROAD CONSTRUCTION					\$	3,002,696.20
IV. MISCELLANEOUS					\$	639,625.00
SUBTOTAL					\$	13,816,037.70
15% CONTINGENCY					\$	2,072,405.66
TUCKERS COVE - PHASE 2 (DRC-23-00113) DEVELOPMENT (116.15 AC. +/-) TOTAL					\$	15,888,443.36



JOSEPH A. BENA, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 93846; THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSEPH A. BENA ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Digitally signed by Joseph A Bena
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cniQualifier=A01410C0000018D8FEF189A000A3C63,
O=KIMLEY-HORN AND ASSOCIATES, C=US
Date: 2024.09.17 14:02:27-04'00'