

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:
D.R. Horton, Inc.
10541 Six Mile Cypress Pkwy.
Fort Myers, FL 33966

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT (this "First Amendment") is made this ____ day of _____, 2026, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, ("County") and D.R. HORTON, INC., a Delaware corporation, ("Developer"); and County and Developer collectively ("Parties").

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 subdivision, BABCOCK RANCH COMMUNITY PALMETTO LANDING, according to the plat thereof recorded on August 10, 2023 in Plat Book 27, Pages 2A through 2Z-15 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 August 10, 2023 under Instrument No. 3301901 of the Public Records of Charlotte County, Florida (the "Developer's Agreement"), pursuant to which Developer provided a bond in the amount of ELEVEN MILLION SEVEN HUNDRED FOURTY-THREE THOUSAND ONE HUNDRED SEVENTY-SEVEN AND 93/100 DOLLARS (\$11,743,177.93), 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 remaining improvements for the Plat; and

WHEREAS, the intent of the Developer's Agreement and this First 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. Developer agrees to complete the subdivision improvements shown on the Plans which have not yet been certified as complete, no later than January 31, 2027.

2. County hereby reduces the amount of the Security from ELEVEN MILLION SEVEN HUNDRED FOURTY-THREE THOUSAND ONE HUNDRED SEVENTY-SEVEN AND 93/100 DOLLARS (\$11,743,177.93) to TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED TWENTY-FOUR AND 33/100 DOLLARS (\$271,524.33) (the "Second Security") and Developer shall provide a new bond or rider to the existing bond (Bond No. 800158598) in such amount. The Parties agree that the Developer's Agreement remains in full force and effect, except as modified herein.

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

4. This First 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:  _____
Thomas M. David, County Attorney
LR: 26-0158

Kaw

[Signature]
1st Witness Signature

Cory Wayland
1st Witness Printed Name

10541 Ben C. Pratt 6 Mile Cypress Parkway
Fort Myers, FL 33966

1st Witness Address

1st Witness Address (cont'd.)

[Signature]
2nd Witness Signature

Michael Jenkins
2nd Witness Printed Name

10541 Ben C. Pratt 6 Mile Cypress Parkway
Fort Myers, FL 33966

2nd Witness Address

2nd Witness Address (cont'd.)

DEVELOPER

D.R. Horton, Inc.
10541 Ben C. Pratt Six Mile Cypress Pkwy.
Fort Myers, FL 33966

By: [Signature]
Authorized Signature

Division President
Title

Dwayne Hill
Printed Name

ACKNOWLEDGEMENT

State of Florida
County of Lee

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 26th day of February, 20 26 by Dwayne Hill, Division President of D.R. Horton, Inc., who is personally known to me or has produced _____ as identification and did/did not take an oath.

My commission expires:

(Notary Seal)

Catherine Fritz
Notary Public
Catherine Fritz
Printed name of Notary Public
HH276053
Serial or commission number

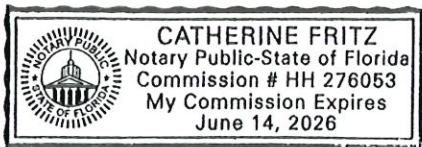


EXHIBIT "A"
(Legal Description of Property)

COMMENCING AT THE SOUTHEASTERLY CORNER OF TRACT I-12, BABCOCK RANCH COMMUNITY PHASE 1B1, AS RECORDED IN PLAT BOOK 22, PAGE 10A, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S.18°50'22"E., A DISTANCE OF 5,145.73 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE N.16°11'40"E., A DISTANCE OF 592.31 FEET; THENCE S.64°29'24"E., A DISTANCE OF 827.36 FEET; THENCE S.89°01'36"E., A DISTANCE OF 135.01 FEET; THENCE N.39°07'08"E., A DISTANCE OF 152.43 FEET; THENCE N.14°20'50"W., A DISTANCE OF 75.04 FEET; THENCE N.31°34'55"E., A DISTANCE OF 102.32 FEET; THENCE N.45°54'44"E., A DISTANCE OF 24.73 FEET; THENCE N.38°55'43"E., A DISTANCE OF 140.63 FEET; THENCE N.12°44'13"E., A DISTANCE OF 48.22 FEET; THENCE N.33°44'02"E., A DISTANCE OF 254.63 FEET; THENCE N.44°07'39"E., A DISTANCE OF 238.80 FEET; THENCE N.80°32'58"E., A DISTANCE OF 163.12 FEET; THENCE N.55°59'21"E., A DISTANCE OF 239.41 FEET; THENCE N.83°09'57"E., A DISTANCE OF 270.09 FEET; THENCE S.64°52'31"E., A DISTANCE OF 247.00 FEET; THENCE N.87°35'02"E., A DISTANCE OF 300.13 FEET; THENCE N.78°55'14"E., A DISTANCE OF 219.49 FEET; THENCE S.03°08'56"E., A DISTANCE OF 185.61 FEET; THENCE N.90°00'00"E., A DISTANCE OF 1,119.50 FEET; THENCE S.11°11'03"W., A DISTANCE OF 1,232.25 FEET; THENCE S.07°06'16"W., A DISTANCE OF 63.15 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 63.00 FEET, (CHORD BEARING S.35°46'13"W.)(CHORD LENGTH 47.67 FEET)(DELTA 44°27'42") FOR A DISTANCE OF 48.89 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 268.00 FEET, (CHORD BEARING S.82°06'35"W.)(CHORD LENGTH 94.90 FEET)(DELTA 20°23'47") FOR A DISTANCE OF 95.40 FEET; THENCE N.74°08'15"W., A DISTANCE OF 46.58 FEET; THENCE N.78°42'36"W., A DISTANCE OF 321.04 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,962.00 FEET,(CHORD BEARING S.86°01'18"W.)(CHORD LENGTH 1,033.33 FEET)(DELTA 30°32'10") FOR A DISTANCE OF 1,045.66 FEET; THENCE N.27°07'35"W., A DISTANCE OF 374.28 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET,(CHORD BEARING N.69°44'00"W.)(CHORD LENGTH 81.24 FEET)(DELTA 85°12'48") FOR A DISTANCE OF 89.24 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,696.50 FEET, (CHORD BEARING S.62°52'25"W.)(CHORD LENGTH 450.01 FEET)(DELTA 09°34'23") FOR A DISTANCE OF 450.54 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, (CHORD BEARING S.15°28'49"W.)(CHORD LENGTH 81.24 FEET)(DELTA 85°12'48") FOR A DISTANCE OF 89.24 FEET; THENCE S.27°07'35"E., A DISTANCE OF 377.45 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,962.00 FEET, (CHORD BEARING S.51°54'21"W.)(CHORD LENGTH 166.93 FEET)(DELTA 04°52'35") FOR A DISTANCE OF 166.98 FEET; THENCE S.49°28'03"W., A DISTANCE OF 783.92 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,150.00 FEET,(CHORD BEARING S.54°09'23"W.)(CHORD LENGTH 188.01 FEET)(DELTA 09°22'39") FOR A DISTANCE OF 188.22 FEET; THENCE S.68°42'33"W., A DISTANCE OF 200.48 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,930.00 FEET, (CHORD BEARING S.64°17'17"W.)(CHORD LENGTH 22.45 FEET)(DELTA 0°39'59") FOR A DISTANCE OF 22.45 FEET; THENCE S.64°37'17"W., A DISTANCE OF 438.14 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, (CHORD BEARING N.63°07'11"W.)(CHORD LENGTH 142.34 FEET)(DELTA 104°31'04") FOR A DISTANCE OF 164.18 FEET; THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 2,090.00 FEET, (CHORD BEARING N.19°37'18"W.)(CHORD LENGTH

636.66 FEET)(DELTA 17°31'19") FOR A DISTANCE OF 639.15 FEET; THENCE N.61°44'32"E., A DISTANCE OF 130.78 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 127.42 FEET, (CHORD BEARING N.60°28'26"E.)(CHORD LENGTH 14.29 FEET)(DELTA 06°25'43") FOR A DISTANCE OF 14.30 FEET; THENCE N.60°30'35"E., A DISTANCE OF 261.64 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 138.49 FEET, (CHORD BEARING N.27°05'58"E.)(CHORD LENGTH 169.79 FEET)(DELTA 75°36'54") FOR A DISTANCE OF 182.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 993.95 FEET, (CHORD BEARING N.37°33'30"W.)(CHORD LENGTH 673.54 FEET)(DELTA 39°36'37") FOR A DISTANCE OF 687.15 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 126.45 FEET, (CHORD BEARING N.63°14'35"W.)(CHORD LENGTH 46.36 FEET)(DELTA 21°07'31") FOR A DISTANCE OF 46.62 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 128.78 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF TRACT I-12, BABCOCK RANCH COMMUNITY PHASE 1B1, AS RECORDED IN PLAT BOOK 22, PAGE 10A, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA WHEREIN SAID LINE BEARS S13°39'24"E.