

Prepared by and when
recorded return to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page.]

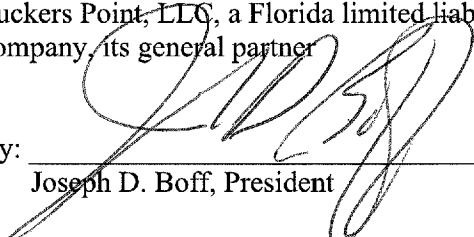
[Signature page to Assignment of Second Amended and Restated Off-Site Utilities Agreement and Reimbursement Agreement]

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

ASSIGNOR:

TUCKERS POINT I LIMITED PARTNERSHIP,
a Florida limited partnership

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

By: 
Joseph D. Boff, President

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of December, 2021, by Joseph D. Boff, President of Tuckers Point, LLC, a Florida limited liability company, the general partner of Tuckers Point I Limited Partnership, a Florida limited partnership, on behalf of the partnership, (check one) ☒ who is personally known to me ☐ who has produced a _____ as identification.


Notary Public

Printed Name: PEGILEE H MORRIS

My Commission Expires: JULY 17, 2022

(Notary Seal)



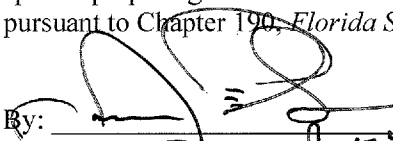
PEGILEE H. MORRIS
Commission # GG 207403
Expires July 17, 2022
Boned Thru Budget Notary Services

[Signatures continue on following page.]

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

ASSIGNEE:

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

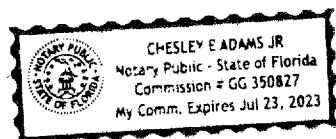
By: 
Print Name: JAMES P. MCGOWAN
Title: Chair


STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of December, 2021, by JAMES MCGOWAN, as Chair of the Tuckers Pointe Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who ☒ is personally known to me or ☐ has produced _____ as identification.

(type of identification)




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

(NOTARY SEAL)