## KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

JULY 16, 2025 AGENDA PACKAGE



2005 PAN AM CIRCLE, SUITE 300 TAMPA. FL 33067

# Kingston One Community Development District

#### **Board of Supervisors:**

Nicholas Cameratta, Chairman Anthony Cameratta, Vice Chairman Russel Cameratta, Assistant Secretary Cheryl Smith, Assistant Secretary Laura Youmans, Assistant Secretary

#### Staff:

Brian Lamb, District Manager Bryan Radcliff, District Manager Greg Urbancic, District Counsel Carl A. Barraco, District Engineer

### Regular Meeting Agenda Wednesday, July 16, 2025 – 2:00 p.m.

The Regular Meeting of Kingston One Community Development District will be held at the Cameratta Companies' offices located at 21101 Design Parc Lane, Suite 103 Estero, FL 33928.

Microsoft Teams Meeting: Join the meeting now

Passcode: fE3xi3za Phone Conference ID: 705 309 656#

- 1. Call to Order/Roll Call
- 2. Public Comment Period
- 3. Business Items
  - A. Consideration of Resolution 2025-08
    - 1. Supplement #1 to Master Engineer's Report dated June 18, 2025
    - **2.** Final First Supplemental Assessment Methodology Report Assessment Area One 2025 Project Area dated June 24, 2025
  - **B.** Consideration of Ancillary Financing Documents (2025 Project)
    - 1. Acquisition Agreement
    - 2. Completion Agreement
    - 3. True-Up Agreement
    - 4. Collateral Assignment
    - 5. Lien of Record
    - **6.** Notice of Special Assessments
    - 7. Declaration of Consent

**District Office:** 

**Meeting Location:** 

Pan Am Circle, Suite 300 Tampa, FL 33607 (813) 873-7300 In person: 21101 Design Parc Lane, Suite 103 Estero, FL Participate remotely: Microsoft Teams Join the meeting now OR dial in for audio only (646) 838-1601 Meeting ID: 280 512 848 763

Passcode: fE3xi3za

July 16, 2025 Kingston One CDD

### 4. Consent Agenda Items

- A. Approval of Meeting Minutes (June 18, 2025 Regular Meeting Minutes)
- **B.** Acceptance of Financials (June 2025)
- C. Acceptance of the Check Registers (June 2025)
- **D.** Consideration of Operations and Maintenance Invoices (June 2025)

## 5. Staff Reports

- A. District Counsel
- **B.** District Engineer
- C. District Manager
- 6. Other Business, Updates, and Supervisor Comments
- 7. Adjournment

# **Third Order of Business**

# **3A**

#### **RESOLUTION NO. 2025-08**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT **SUPPLEMENTING** RESOLUTION NO. 2024-26 WHICH APPROVED, RESOLUTION **PREVIOUSLY** EQUALIZED, 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 SUPPLEMENT #1 TO THE KINGSTON ONE **DEVELOPMENT** COMMUNITY DISTRICT **MASTER** ENGINEER'S REPORT PREPARED BY BARRACO AND ASSOCIATES, INC. DATED JUNE 18, 2025; APPROVING AND THE KINGSTON ONE **ADOPTING COMMUNITY** DEVELOPMENT DISTRICT FINAL FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT ASSESSMENT AREA ONE — 2025 PROJECT AREA PREPARED BY INFRAMARK, LLC AND DATED JUNE 24, 2025, WHICH APPLIES THE MASTER METHODOLOGY PREVIOUSLY ADOPTED TO ASSESSMENTS REFLECTING THE SPECIFIC TERMS OF THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA ONE - 2025 PROJECT AREA); PROVIDING FOR THE SUPPLEMENTATION OF THE SPECIAL ASSESSMENTS AS SET FORTH IN THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

**WHEREAS**, the Board of Supervisors of Kingston One Community Development District (the "Board" and the "District" respectively) is proceeding, or has proceeded, with the sale and issuance of \$84,000,000 Kingston One Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Series 2025 Bonds") pursuant to the delegation resolution known as Resolution No. 2025-05 adopted by the Board on June 18, 2025; and

WHEREAS, the Series 2025 Bonds will be issued under and pursuant to a Master Trust Indenture, dated as of June 1, 2025(the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Trust Indenture, dated as of June 1, 2025, 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. 2024-23 to undertake, install, establish, construct or acquire certain public infrastructure improvements and facilities within and outside of the District (the "CIP"), which CIP is detailed in that certain Master Engineer's Report for Kingston One Community Development District prepared by Barraco and Associates, Inc. and dated October 24, 2023 (the "Master Engineer's Report"), as supplemented by that certain Supplement #1 to the Kingston One Community Development District Master Engineer's Report prepared by Barraco and Associates, Inc. dated June 18, 2025 ("First Supplemental Engineer's Report"), a copy of which First Supplemental Engineer's Report is attached hereto and made a part of this Resolution as Exhibit "A". (The Master Engineer's Report, as supplemented by the First Supplemental Engineer's Report are sometimes collectively referred to herein as the "Engineer's Report"). The Engineer's Report is incorporated herein

by reference. The Engineer's Report contemplates that such public infrastructure improvements and facilities would be undertaken in three separate pods with various subphases in each pod. The first phase of Pod 1, the first phase of Pod 2, and the first phase of Pod 3 are collectively recognized as the "Assessment Area One – 2025 Project Area". The portion of the Engineer's Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities and services for the Assessment Area One – 2025 Project Area shall be referred to herein as the "2025 Project" Resolution 2024-23 also contemplated financing all or a portion of the CIP through the imposition of special assessments on benefited property within the District; and

WHEREAS, the District previously adopted Resolution No. 2024-26 (the "<u>Final Assessment Resolution</u>"), 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 2025 Bonds (the "Series 2025 Special Assessments"), adopts the assessment roll for the Series 2025 Special Assessments consistent with the final terms of the Series 2025 Bonds to be issued by the District, and ratifies and confirms the lien of the levy of the Series 2025 Special Assessments securing the Series 2025 Bonds as to the portion of the land within the District generally known as the Assessment Area One – 2025 Project Area; and

**WHEREAS**, the District will issue its Series 2025 Bonds on July 18, 2025 in the aggregate principal amount of \$84,000,000.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

**SECTION 1.** <u>Definitions</u>. 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.** <u>Authority For This Resolution</u>. 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.** <u>Findings</u>. 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 December 5, 2023, 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. The Final Assessment Resolution contemplated that as each series of bonds is issued to fund all or any portion of the CIP, a supplemental assessment resolution would be adopted by the Board to set forth the specific terms of the applicable bonds and set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that bond issue.

- c. The Engineer's Report identifies and describes, among other things, the presently expected components of the 2025 Project. The Engineer's Report sets forth the estimated costs of the 2025 Project. The District hereby confirms that the 2025 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies the use of the Engineer's Report in connection with the sale of the Series 2025 Bonds.
- d. The Kingston One Community Development District Final First Supplemental Assessment Methodology Report Assessment Area One 2025 Project Area prepared by Inframark, LLC and dated June 24, 2025, a copy of which attached hereto and made a part of this Resolution as Exhibit "B" (the "First Supplemental Assessment Report"), applies the methodology previously approved for the benefited parcels under the Final Assessment Resolution to the terms of the Series 2025 Bonds pursuant to the Kingston One Community Development District Master Assessment Methodology Report prepared by Inframark, LLC and dated October 24, 2023 ("Master Assessment Report"), and establishes an assessment roll for the Series 2025 Special Assessments. (The Master Assessment Report, as supplemented by the Supplemental Assessment Report, are sometimes collectively referred to herein as the "Assessment Report".) The District ratifies the use of the Assessment Report in connection with the sale of the Series 2025 Bonds.
- e. The 2025 Project to be funded, in part, by the Series 2025 Bonds, will specially benefit the benefited parcels within the District 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 2025 Project is a part, on the benefitted parcels within the District.
- f. The sale, issuance and closing of the Series 2025 Bonds, the adoption of all resolutions relating to the Series 2024 Bonds, the confirmation of the Series 2025 Assessments levied on the benefited parcels within the District and all actions taken in furtherance of the closing on the Series 2025 Bonds, are declared and affirmed as being in the best interest of the District and are hereby ratified, approved and confirmed.

# SECTION 4. <u>First Supplemental Assessment Report; Allocation and Apportionment of Assessments Securing Series 2025 Bonds.</u>

- a. The Board hereby adopts the First Supplemental Assessment Report, which contains the actual terms of the Series 2025 Bonds. The Series 2025 Special Assessments shall be allocated and apportioned in accordance with the Master Assessment Report, which allocation and apportionment shall be on the benefited parcels within Assessment Area One 2025 Project Area. The assessment roll in the First Supplemental Assessment Report reflects the actual terms of the Series 2025 Special Assessments and is hereby adopted by the District. The lien of the Series 2025 Special Assessments securing the Series 2025 Bonds shall be on the lands within Assessment Area One 2025 Project Area described in the Master Assessment Report, as supplemented by the First Supplemental Assessment Report, and such lien is ratified and confirmed.
- b. Section 6 of the Final Assessment Resolution sets forth the terms for collection and enforcement of the Series 2025 Assessments. The District hereby certifies the Series 2025 Assessments for collection to ensure payment of debt service as set forth in the Supplemental Assessment Report. The District Manager is directed and authorized to take all actions necessary to collect the Series 2025 Assessments on applicable property using methods available to the District authorized by Florida law and the Indenture in order to provide for the timely payment of debt service (after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be

prepared each year an assessment roll for purposes of effecting the collection of the Series 2025 Assessments and present same to the Board as required by law.

SECTION 5. Assessment Records. The Series 2025 Special Assessments on and peculiar to the parcels specifically benefited by the 2025 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 Exhibit "A" of the First Supplemental Assessment Report. The Series 2025 Special Assessments shall be recorded by the Secretary of the Board in accordance with the Final Assessment Resolution and this Resolution, and the Secretary will maintain the par debt outstanding by product type on a periodic basis determined appropriate by the Secretary, all in the applicable official record(s) of the District for maintaining such assessment data. The Series 2025 Special 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 (except for certain federal tax liens).

**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 supplemented 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** by the Board of Supervisors of Kingston One Community Development District, this 16<sup>th</sup> day of July, 2025.

	KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Attest:	
Brian Lamb, Secretary	Nicholas Cameratta, Chair

Exhibit A: Supplement #1 to the Kingston One Community Development District Master Engineer's Report prepared by Barraco and Associates, Inc. dated June 18, 2025

Exhibit B: Kingston One Community Development District Final First Supplemental Assessment Methodology Report Assessment Area One — 2025 Project Area prepared by Inframark, LLC and dated June 24, 2025

## Exhibit "A"

## Exhibit "B"

#### **SUPPLEMENT #1**

#### TO THE

# KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT MASTER ENGINEER'S REPORT DATED OCTOBER 24, 2023

**SUPPLEMENT #1 – JUNE 18, 2025** 

PREPARED BY

Barraco and Associates, Inc.

2271 McGregor Boulevard Suite 100 Fort Myers, Florida 33901

Carl A. Barraco, P.E. Florida Registration No. 38536 Florida Certificate of Authorization #7995 Barraco and Associates, Inc. 2271 McGregor Boulevard, Suite 100 Fort Myers, Florida 33901 Pages 1 – 16

#### I. INTRODUCTION

#### 1.1 Purpose and Scope

The Kingston One Community Development District Engineer's Report dated October 24, 2023 (herein, the "Original Report"), as adopted by the Kingston One Community Development District (herein, the "District") Board of Supervisors (herein, the "BOS") was prepared to assist with the financing, construction and acquisition of public infrastructure improvements (herein, the "Project") to be undertaken to support the overall development of the Kingston One community (herein, the "Development").

This Supplement #1 to the Original Report (herein, the "First Supplemental Report") will serve as an update to the Original Report, for the purpose of describing the initial planned construction phase (herein, the "2025 Project"), totaling approximately 604.87 acres, of the Development (herein, the "Assessment Area One – 2025 Project Area" and also known as "AA1-2025 Project Area"). This First Supplemental Report is prepared to assist with the financing, construction and acquisition of public infrastructure improvements to be undertaken to support the development consisting of the first phases of each of those three pods described in the Original Report, with these three locations collectively comprising the lands associated with the 2025 Project. The Assessment Area One – 2025 Project Area is wholly located within the geographical area of the overall District, and fully on and over lands currently owned by CAM7 -SUB, LLC (herein, the "Developer"). Supplemental Report will present a description of the infrastructure components of the 2025 Project, as well as estimates of cost for completing these improvements. The financing of all or a portion of the 2025 Project is expected to be in the form of a series of special assessment bonds to be issued by the District (herein, the "Bonds"). Any portion of the Project not financed with the Bonds will be constructed and conveyed to the District by the Developer. Those lands and improvements for those remaining phases of the Development are collectively referenced for the purpose of this report as "Future Development" and are not the subject of this First Supplemental Report.

This First Supplemental Report serves as an update to the Original Report and is intended to supplement and be read in conjunction with, but not replace, the Original Report.

Items considered in this report are as follows:

- Phasing map and unit information depicting and describing the Assessment Area One – 2025 Project Area within the overall District and Project;
- Descriptions of those proposed improvements associated with the 2025 Project;

- Updated Order of Magnitude cost estimate outlining the portion of the overall Project cost associated with the 2025 Project, the basis for those Bonds described above herein;
- Status of primary required permits associated with the 2025 Project.

The improvements described in the Original Report, as well as those updates provided by this First Supplemental Report herein, represent the present intentions of the District and the Developer, subject to applicable local general purpose government land use planning, zoning and other entitlements. The implementation of any improvements requires final construction approval by applicable regulatory and permitting agencies including local, state and federal agencies. Subsequently, the actual improvements may vary from the capital improvements described in the previous reports or herein.

Additionally, for the preparation of this First Supplemental Report, Barraco and Associates, Inc. relied upon information provided by others, including the Developer and JR Evans Engineering, the Engineer of Record of Pods 1 & 2 of the Development. While Barraco and Associates, Inc. has not independently verified the information provided by other sources, there is no apparent reason to believe the information provided by others is not valid for the purposes of this First Supplemental Report.

#### II. UPDATES

#### 2.1 Phasing Plan

The 2025 Project generally consists of the public infrastructure to support 1,208 residential units consisting of Phase 1 of each of the three pods described in the Original Report. The Assessment Area One – 2025 Project Area is intended to be developed over an estimated 18- to 24-month buildout, to be completed late 2026/ early 2027. A phasing map is provided as **Figure 1** herein below to depict the real property limits of the Assessment Area One – 2025 Project Area for public infrastructure improvements (construction and/or acquisition) within the overall real property comprising the District. Updated site plans for each pod, including typical lot details, depicting the Phase 1 site layout for those lands collectively comprising the Assessment Area One – 2025 Project Area, as included within the Original Report and updated herein, are provided below as **Figures 2**, **3 and 4**, respectively, for Pod 1, Pod 2 and Pod 3. **Table 1**, updated and provided below, summarizes, by phase, the unit count for the total Project with respect to Pods 1, 2, and 3, as described in the Original Report and updated herein.

Additionally, sketches and legal descriptions for the real properties constituting Assessment Area One -2025 Project Area is provided herein as **Appendix A**.

Table 1 – Current Phasing and Unit Count						
Phase Pod 1 Pod 2 Pod 3 Total						
Assessment Area One – 2025 Project Area (AA1-2025 Project Area)	554	304	350	1,208		
Future Development	1,126	796	935	2,857		
Total	1,680	1,100	1,285	4,065		

# FIGURE 1-CURRENT PHASING MAP (ASSESSMENT AREA ONE -2025 PROJECT AREA)

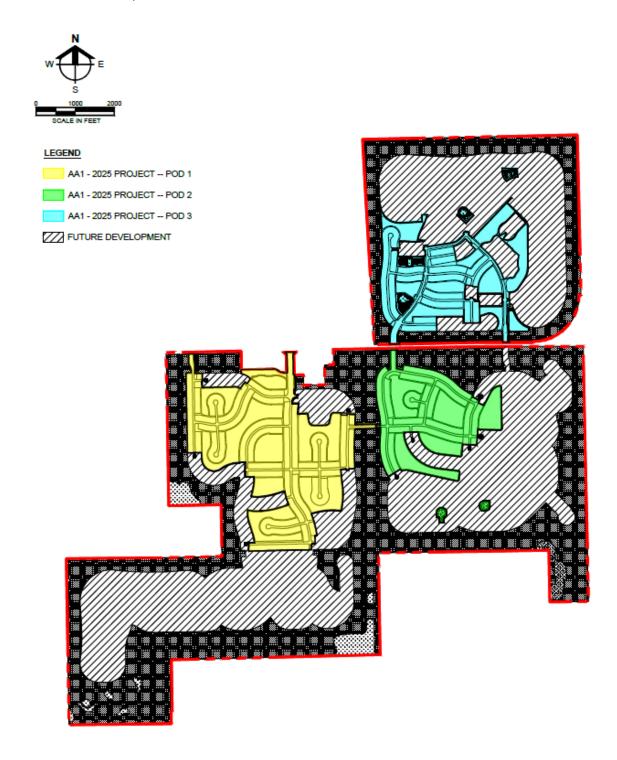


FIGURE 2 – AA1-2025 PROJECT AREA – POD 1 SITE PLAN

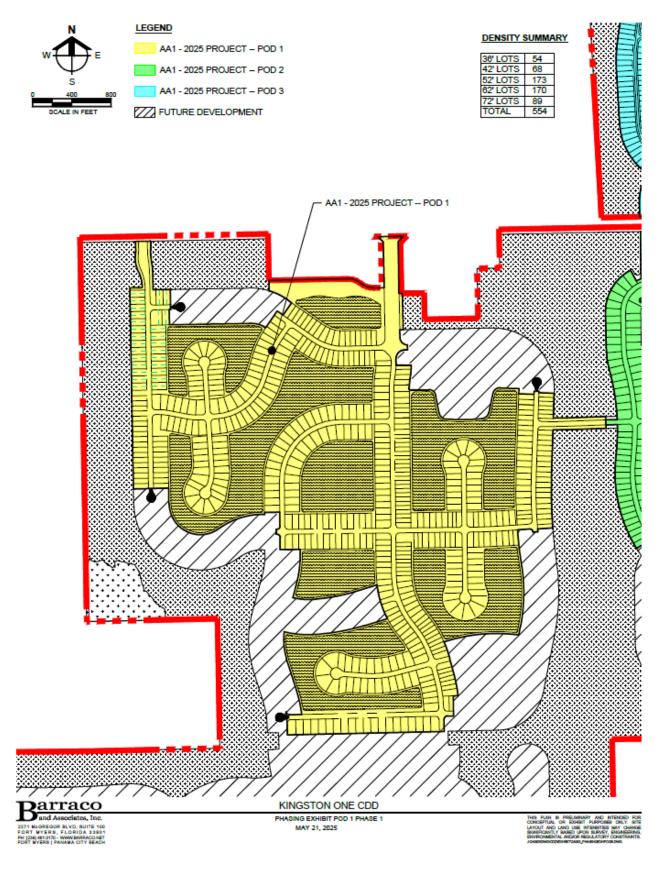
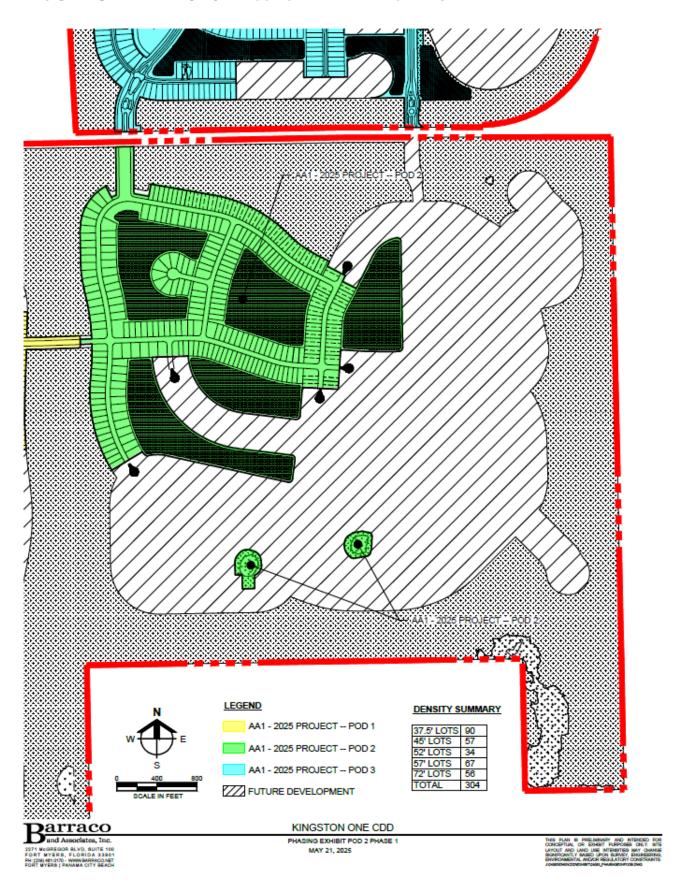


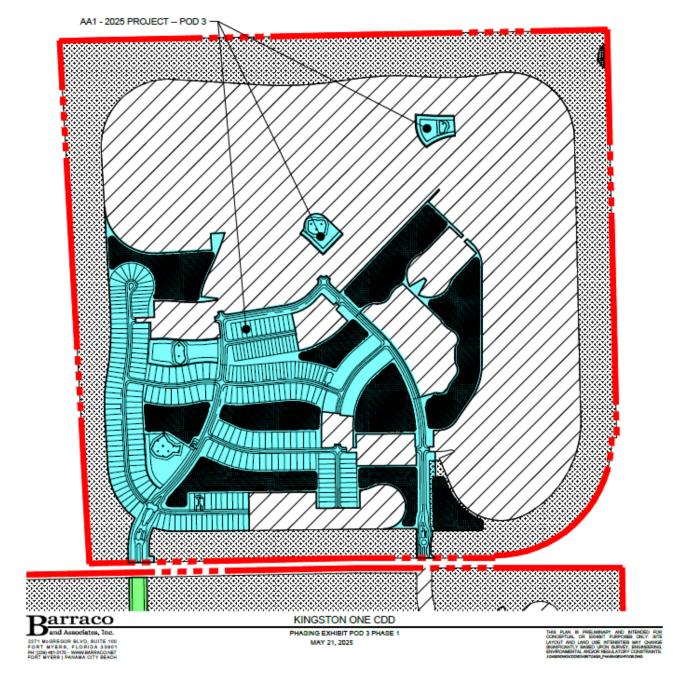
FIGURE 3 – AA1-2025 PROJECT AREA – POD 2 SITE PLAN



## FIGURE 4 - AA1-2025 PROJECT AREA - POD 3 SITE PLAN



DENSITY S	SUMMA	RY
CONDO	80	
37' LOTS	68	
47' LOTS	60	
52' LOTS	87	
62' LOTS	55	
TOTAL	350	



#### 2.2 Proposed District Infrastructure – 2025 Project

As described in the Original Report, the District's overall Project including the 2025 Project for public infrastructure improvements (construction and/or acquisition) within the District and outside the District is expected to include, but is not limited to the following:

- Drainage and Surface Water Management System
- Onsite Roadways
- Onsite Utilities and Fees
- Offsite Utilities and Roadway Improvements
- Onsite and Offsite Environmental and Wildlife Restoration and Mitigation and Flood Control
- Professional Fees

The components of the drainage and surface water management system anticipated for the 2025 Project shall include excavation of an estimated 216.27 acres of surface water management lakes within the District, with the excavated material utilized for District-funded public items only. The 2025 Project will also include approximately 40,000 linear feet of storm sewer and associated inlets, perimeter berms, and stormwater control structures. The 2025 Project may also include necessary temporary sediment and erosion control slope and outfall protection, such as synthetic bales, staked silt fences and floating turbidity barriers.

As indicated in the Original Report, the roadways within the District will be public, therefore owned, operated, and maintained by the District, with any guard house and/or gates allowing for public access. The anticipated roadway improvements associated with the 2025 Project shall include the onsite and offsite roadways necessary to support the currently proposed 1,208 residential units, as well as provide driveway connections for those future development areas within the overall District. Descriptions of the anticipated onsite and offsite roadway improvements are provided in the Original Report and not restated herein. The offsite roadway improvements, as well as limited portions of the onsite roadway improvements, provide benefit to the entire District, and therefore a proportional share of those anticipated costs is applied specifically to the 2025 Project for the benefit of Assessment Area One – 2025 Project Area. These shared costs are included within the updated Order of Magnitude Cost Estimate provided herein below in Section 2.3 of this First Supplemental Report. Additionally, the roadway improvements associated with and specific to the 2025 Project include approximately 11.3 miles of onsite roadway and associated landscaping, hardscaping, sidewalks, irrigation, street lighting, differential cost of undergrounding electric utilities, and other incidentals. Accordingly, the estimated costs associated with those improvements are

identified as direct costs within the updated Order of Magnitude Cost Estimate provided herein below in Section 2.3 of this First Supplemental Report.

The anticipated utility systems for the 2025 Project include portions of the potable water transmission system, the wastewater collection system, and the irrigation (re-use) distribution system; these utility systems shall include both offsite and onsite components as described in the Original Report and not restated herein. Similar to the roadway improvements referenced above, the offsite utility improvements, as well as limited portions of the onsite utility improvements, provide benefit to the entire District, and a proportional share of those anticipated costs is applied specifically to the 2025 Project for the benefit of Assessment Area One – 2025 Project Area. These shared costs are included within the updated Order of Magnitude Cost Estimate provided herein below in Section 2.3 of this First Supplemental Report. Additionally, the utility improvements associated with and specific to the Assessment Area One – 2025 Project Area, consist of approximately 53,800 linear feet of potable water mains and associated valves, fittings, assemblies and services, as well as approximately 52,100 linear feet of wastewater mains (gravity and force mains) and associated manholes, pump stations and services. These costs are identified as direct costs within the updated Order of Magnitude Cost Estimate provided herein below in Section 2.3 of this First Supplemental Report.

The environmental considerations described in the Original Report provide benefit over the entire District, similar to those offsite improvements described in the Original Report and further described herein above. Accordingly, a proportional share of those anticipated costs shall be applied for the benefit of Assessment Area One – 2025 Project Area and financed with the Bonds as described herein above. The proportional cost associated with the environmental components of the entire Project applied specifically to the 2025 Project are included within the updated Order of Magnitude Cost Estimate provided herein below in Section 2.3 of this First Supplemental Report.

The improvements described in the Original Report include professional services and fees, and those components are included in the 2025 Project to the extent those services and fees are associated with those improvements described herein this section of the First Supplemental Report.

#### 2.3 Updated Order of Magnitude Cost Estimate

The Project as described in the Original Report has been updated to reflect current anticipated distribution of costs and is provided as **Table 2A**, with the grand total consistent with the Original Report. These costs include infrastructure components providing benefit specific to the Assessment Area

One -2025 Project Area, as well as components providing equivalent benefit to the entire District, which are summarized in **Table 2B** below.

The cost associated with those improvements providing equivalent benefit to the entire District (as described above in Section 2.2 of this First Supplemental Report and not restated herein) are intended to be allocated equally amongst those 4,065 currently proposed units within the overall District. Accordingly, the Assessment Area One -2025 Project Area, which will consist of 1,208 units, or approximately 30% of the overall total, has been assigned a proportional share of those shared costs, which is reflected in the table below. Those costs are identified as "2025 Project Shared Costs" and provide no additional contingency, as it was previously applied in the Original Report.

The costs associated with those improvements as described in the Original Report and this First Supplemental Report that are providing benefit specific to the Assessment Area One -2025 Project Area are identified herein below as "2025 Project Direct Costs". These costs are based on actual construction contracts provided by the Developer and therefore no contingency is applied to these direct costs. These direct costs also include anticipated utility impact fees which will initially be paid by the Developer on behalf of the District.

Table 2A – Overall CIP Distribution of Costs (updated from Master Engineer's Report)				
Improvement Category	Estimat	ed Cost of Construction		
Onsite				
Stormwater Management/Drainage	\$	55,204,000.00		
Roadway	\$	22,724,000.00		
Water Distribution	\$	19,204,000.00		
Sanitary Sewer Collection and Transmission	\$	25,924,000.00		
Irrigation Distribution	\$	7,044,000.00		
Environmental and Wildlife Restoration and Flood Control	\$	7,500,000.00		
Subtotal	\$	137,600,000.00		
Offsite				
Offsite Utilities	\$	25,000,000.00		
Spine Road Preparation/Offsite Roadway	\$	28,000,000.00		
Subtotal	\$	53,000,000.00		
Professional Consultant Fees				
Professional Consultant Fees	\$	16,200,000.00		
Subtotal	\$	16,200,000.00		
Total	\$	206,800,000.00		
20% Contingency	\$	41,360,000.00		
Grand Total	\$	248,160,000.00		

Table 2B - Distribution of Costs (Assessment Area One - 2025 Project Area)							
Item	2025 Project 2025 Project Shared Cost* Direct Cost			2025 Project Total Cost			
Drainage and Surface Water Management System	\$	-	\$	25,069,000	\$	25,069,000	
Onsite Roadways	\$	-	\$	8,036,000	\$	8,036,000	
Onsite Utility**	\$	-	\$	31,114,000	\$	31,114,000	
Off-Site Utilities and Roadway Improvements	\$	19,080,000	\$	-	\$	19,080,000	
Environmental Restoration, Mitigation, Flood Control	\$	2,700,000	\$	8,618,000	\$	11,318,000	
Professional Fees	\$	1,851,600	\$	5,099,000	\$	6,950,600	
Grand Total (2025 Project Costs)	\$	23,631,600	\$	77,936,000	\$	101,567,600	

<sup>\* 2025</sup> Shared Costs based on proportional unit count of 2025 Project and is inclusive of original 20% contingency.

#### 2.4 Updated Permitting and Entitlements

State and local permits and approvals are required prior to the construction of infrastructure. Permits and permit modifications are considered a part of the normal design and permitting process, and may be applied for at the time the improvement is undertaken.

Lists of applicable permits for the overall project, as updated from the Original Report, as well as permits specific to the 2o25 Project, are provided in **Table 3**, **Table 3B** and **Table 3C** below. All permits known to be required for construction of the Project's main infrastructure are either in effect or considered obtainable within the normal course of construction plan development and State and local permit applications and processing.

<sup>\*\*</sup> Onsite utilities cost estimate includes utility impact fees which the Developer will initially pay on behalf of the District.

Table 3 – Permitting Matrix (Overall - updated from Master Engineer's Report)						
Agency	Permit	Permit No.	Issued	Expiration	Status	
ACOE	404 Permit Dredge and Fill	SAJ-2024-00967	4/18/2025	4/17/2030	Approved	
SFWMD	Conceptual ERP	#36-109267-P	4/10/2025	11/22/2044	Approved	
SFWMD	Construction ERP	#36-112628-P	2/28/2025	2/28/2030	Approved	
SFWMD	Water Use Permit (Dewatering)	#36-10283-W	3/4/2025	3/4/2027	Approved	
SFWMD	Water Use Permit (Irrigation)	36-00077-W	4/8/2025	4/8/2045	Approved	
Lee County (Offsite Utility)	Limited Review Development Order	LD02023-00044	8/23/2023	8/25/2029	Approved	
Lee County	Development Order	See Pods	See Pods	See Pods	See Pods	
Lee County	Vegetation Permit	See Pods	See Pods	See Pods	See Pods	
Florida Department of Environmental Protection (FDEP)	NPDES NOI	FLR20IC57	3/13/2025	3/12/2030	Approved	
FDEP (Offsite Utility)	Sewer Transmission System	0038436-535-DWC	9/19/2023	9/19/2028	Approved	
FDEP (Offsite Utility)	Water Distribution	125562-533-DSGP	9/14/2023	9/14/2028	Approved	

Table 3A – Permitting Matrix (AA1-2025 Project - Pod 1)					
Agency	Permit	Permit No.	Issued	Expiration	Status
ACOE	404 Permit Dredge and Fill	SAJ-2024-00967	4/18/2025	4/17/2030	Approved
SFWMD	Conceptual ERP	#36-109267-P	4/10/2025	11/22/2044	Approved
SFWMD	Construction ERP	#36-112628-P	2/28/2025	2/28/2030	Approved
SFWMD	Water Use Permit (Dewatering)	#36-10283-W	3/4/2025	3/4/2027	Approved
SFWMD	Water Use Permit (Irrigation)	36-00077-W	4/8/2025	4/8/2045	Approved
Lee County (Offsite Utility)	Limited Review Development Order	LD02023-00044	8/23/2023	8/25/2029	Approved
Lee County	Development Order	DOS2024-00006	2/5/2025	2/5/2031	Approved
Lee County	Vegetation Permit	TBD	TBD	TBD	TBD
Florida Department of Environmental Protection (FDEP)	NPDES NOI	FLR20IC57	3/13/2025	3/12/2030	Approved
FDEP	Sewer Transmission System	38436-570-DWC/CG	TBD	TBD	Submitted 5/12/2025
FDEP	Water Distribution	125562-560-DSGP/2	TBD	TBD	Submitted 5/12/2025

Table 3B – Permitting Matrix (AA1-2025 Project - Pod 2)						
Agency	Permit	Permit No.	Issued	Expiration	Status	
ACOE	404 Permit Dredge and Fill	SAJ-2024-00967	4/18/2025	4/17/2030	Approved	
SFWMD	Conceptual ERP	#36-109267-P	4/10/2025	11/22/2044	Approved	
SFWMD	Construction ERP	#36-112628-P	2/28/2025	2/28/2030	Approved	
SFWMD	Water Use Permit (Dewatering)	#36-10283-W	3/4/2025	3/4/2027	Approved	
SFWMD	Water Use Permit (Irrigation)	36-00077-W	4/8/2025	4/8/2045	Approved	
Lee County (Offsite Utility)	Limited Review Development Order	LD02023-00044	8/23/2023	8/25/2029	Approved	
Lee County	Development Order	DOS2024-00007	2/5/2025	2/5/2031	Approved	
Lee County	Vegetation Permit	TBD	TBD	TBD	TBD	
Florida Department of Environmental Protection (FDEP)	NPDES NOI	FLR20IC57	3/13/2025	3/12/2030	Approved	
FDEP	Sewer Transmission System	0038436-569-DWC	TBD	TBD	Submitted 5/12/2025	
FDEP	Water Distribution	125562-559-DSGP/2	TBD	TBD	Submitted 5/12/2025	

Table 3C – Permitting Matrix (AA1-2025 Project - Pod 3)						
Agency	Permit	Permit No.	Issued	Expiration	Status	
ACOE	404 Permit Dredge and Fill	SAJ-2024-00967	4/18/2025	4/17/2030	Approved	
SFWMD	Conceptual ERP	#36-109267-P	4/10/2025	11/22/2044	Approved	
SFWMD	Construction ERP	#36-112628-P	2/28/2025	2/28/2030	Approved	
SFWMD	Water Use Permit (Dewatering)	#36-10283-W	3/4/2025	3/4/2027	Approved	
SFWMD	Water Use Permit (Irrigation)	36-00077-W	4/8/2025	4/8/2045	Approved	
Lee County (Offsite Utility)	Limited Review Development Order	LD02023-00044	8/23/2023	8/25/2029	Approved	
Lee County	Development Order	DOS2024-00005	2/7/2025	2/7/2031	Approved	
Lee County	Vegetation Permit	TBD	TBD	TBD	TBD	
Florida Department of Environmental Protection (FDEP)	NPDES NOI	FLR20IC57	3/13/2025	3/12/2030	Approved	
FDEP	Sewer Transmission System	0038436-567-DWC	TBD	TBD	Submitted 5/2/2025	
FDEP	Water Distribution	0125769-549-DSGP	TBD	TBD	Submitted 5/2/2025	

#### III. CONCLUSION

#### 3.1 Summary and Additional Considerations

The 2025 Project will be designed in accordance with current governmental regulations and requirements. The 2025 Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated costs of the 2025 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the Master Project as set forth in the Original Report are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes or other regulatory requirements for development of the Development;
- the 2025 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2025 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the 2025 Project that is at least equal to the costs of the 2025 Project.

As described above, this First Supplemental Report identifies the benefits from the 2025 Project to the lands within the Assessment Area One - 2025 Project Area within the District. The general public, property owners, and property outside the Assessment Area One - 2025 Project Area and outside District may benefit from the provisions of the District's Project; however, these are incidental to the District's 2025 Project, which is designed solely to provide special benefits peculiar to property within the Assessment Area One - 2025 Project Area. Special and peculiar benefits accrue to property within the Assessment Area One - 2025 Project Area and enable properties within its boundaries to be developed.

The 2025 Project will be owned by the District or other governmental units and such 2025 Project is intended to be available and will reasonably be available for use by the general public (such improvements are part of an interconnected system of improvements that is available to the general public).

All of the 2025 Project is or will be located on lands owned or to be owned by the District or another public entity, or on perpetual easements in favor of the District or other public entity. The 2025 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private property.

The 2025 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2025 Project, as used herein, refers to sufficient public infrastructure of the kinds described in the and this **First Supplemental** Original Report Report (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described herein, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

# APPENDIX A. LEGAL DESCRIPTION AND SKETCH – ASSESSMENT AREA ONE- 2025 PROJECT AREA



#### DESCRIPTION

Parcel in Section 26, Township 46 South, Range 27 East Lee County, Florida

A tract or parcel of land lying in Section 26, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 26 run N88°52'12"E along the North line of the Northwest Quarter (NW 1/4) said Section 26 for 566.21 feet; thence run So1°00'36"E for 100.00 feet to the POINT OF BEGINNING.

From said Point of Beginning run N88°52'12"E for 151.00 feet; thence run S01°00'36"E for 87.32 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 920.50 feet (delta 08°17'42") (chord bearing S05°09'27"E) (chord 133.15 feet) for 133.27 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 845.00 feet (delta 08°17'42") (chord bearing S05°09'27"E) (chord 122.23 feet) for 122.33 feet to a point of tangency; thence run So1°00'36"E for 156.49 feet; thence run N88°59'25"E for 176.00 feet; thence run S01°00'36"E for 205.00 feet; thence run S88°59'24"W for 13.70 feet; thence run S01°00'36"E for 155.00 feet; thence run N88°59'24"E for 816.50 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 320.00 feet (delta 31°02'32") (chord bearing \$75°29'20"E) (chord 171.26 feet) for 173.37 feet to a point on a non-tangent curve; thence run Northeasterly along an arc of a curve to the right of radius 980.00 feet (delta 00°36'36") (chord bearing N34°31'11"E) (chord 10.43 feet) for 10.43 feet to a point of tangency; thence run N34°49'29"E for 195.00 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of a curve to the right of radius 525.00 feet (delta 02°55'30") (chord bearing S56°38'16"E) (chord 26.80 feet) for 26.80 feet to a point of tangency; thence run S55°10'31"E for 46.76 feet; thence run N34°49'29"E for 155.00 feet; thence run N55°10'31"W for 46.76 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 680.00 feet (delta 18°02'47") (chord bearing N64°11'55"W) (chord 213.29 feet) for 214.18 feet; thence run No1°05'40"W along a non-tangent line for 109.23 feet; thence run N88°54'20"E for 803.25 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 200.00 feet (delta 40°15'46") (chord bearing S70°57'47"E) (chord 137.67 feet) for 140.54 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 210.00 feet (delta 40°15'46") (chord bearing \$70°57'47"E) (chord 144.55 feet) for 147.57 feet to a point of tangency; thence run N88°54'20"E for 107.56 feet; thence run N01°05'40"W for 466.57 feet; thence run N46°06'04"W for 78.29 feet; thence run N88°54'20"E for 260.72 feet; thence run S43°54'20"W for 78.28 feet; thence run S01°05'40"E for 528.39 feet; thence run N88°54'20"E for 34.82 feet; thence run S01°06'54"E for 371.23 feet; thence run S88°53'06"W for 34.96 feet; thence run S01°05'40"E for 79.97 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 75.00 feet (delta 90°01'14") (chord bearing S46°06'17"E) (chord 106.08 feet) for 117.84 feet; thence run So1°06′54″E along a radial line for 50.00 feet; thence run S88°53′10″W for 29.60 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 90.00 feet (delta 89°58'50") (chord bearing \$43°53'45"W) (chord 127.26 feet) for 141.34 feet to a point of tangency; thence run So1°05'40"E for 51.48 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 625.00 feet (delta 01°25′51") (chord bearing S00°22′45"E) (chord 15.61 feet) for 15.61 feet; thence run



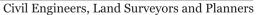
#### **DESCRIPTION (CONTINUED)**

N89°18'46"E along a non-tangent line for 155.02 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 780.00 feet (delta 10°15'22") (chord bearing S05°15'40"W) (chord 139.44 feet) for 139.62 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 420.00 feet (delta 11°04'35") (chord bearing S04°51'04"W) (chord 81.07 feet) for 81.19 feet to a point of tangency; thence run Soo°41'14"E for 33.26 feet; thence run N89°18'46"E for 198.05 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 70.00 feet (delta 80°00'00") (chord bearing \$50°41'14"E) (chord 89.99) feet) for 97.74 feet to a point of tangency; thence run S10°41'14"E for 180.37 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 80.00 feet (delta 74°48'06") (chord bearing S48°05'17"E) (chord 97.18 feet) for 104.44 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 2,040.00 feet (delta 10°23'39") (chord bearing N89°18'51"E) (chord 369.57 feet) for 370.08 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 80.00 feet (delta 72°15'11") (chord bearing N47°59'26"E) (chord 94.33 feet) for 100.88 feet to a point of tangency; thence run N11°51′50″E for 197.70 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 70.00 feet (delta 80°00'00") (chord bearing N51°51'50"E) (chord 89.99 feet) for 97.74 feet to a point of tangency; thence run S88°08'10"E for 196.16 feet; thence run S01°51'50"W for 53.40 feet; thence run S88°08'10"E for 155.00 feet; thence run N01°51'50"E for 33.40 feet; thence run S88°08'10"E for 50.00 feet; thence run S01°51'50"W for 14.27 feet; thence run S88°08'10"E for 155.00 feet; thence run S01°51'50"W for 255.28 feet to a point on a nontangent curve; thence run Easterly along an arc of a curve to the left of radius 4,940.00 feet (delta 01°47'09") (chord bearing N88°52'58"E) (chord 153.98 feet) for 153.98 feet to a point of tangency; thence run N87°59'23"E for 380.49 feet to an intersection with the East line of the Northeast Quarter (NE 1/4) said Section 26; thence run So1°09'27"E along said East line for 120.01 feet; thence run S87°59'23"W for 378.70 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 5,060.00 feet (delta 01°50'08") (chord bearing S88°54'27"W) (chord 162.09 feet) for 162.10 feet; thence run So1°51'50"W along a non-tangent line for 466.30 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 4,820.00 feet (delta 06°20'00") (chord bearing S01°18'10"E) (chord 532.53 feet) for 532.80 feet; thence run S85°31'50"W along a radial line for 155.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 4,975.00 feet (delta 00°19'10") (chord bearing So4°37'45"E) (chord 27.74 feet) for 27.74 feet; thence run S85°12'40"W along a radial line for 50.00 feet to a point on a radial curve; thence run Northwesterly along an arc of a curve to the left of radius 35.00 feet (delta 89°19'14") (chord bearing N49°26'57"W) (chord 49.20 feet) for 54.56 feet to a point of tangency; thence run S85°53'26"W for 120.30 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 5,180.00 feet (delta 04°08'04") (chord bearing S06°27'12"E) (chord 373.71 feet) for 373.79 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 1,820.00 feet (delta 19°40'13") (chord bearing S01°18'53"W) (chord 621.76 feet) for 624.83 feet to a point of tangency; thence run S11°08'59"W for 79.25 feet to a point on a non-tangent curve; thence run Westerly along an arc of a curve to the left of radius 1,680.00 feet (delta 22°46'31") (chord bearing S86°18'34"W) (chord 663.42 feet) for 667.81 feet to a point of tangency; thence run S74°55'18"W for 107.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 1,180.00 feet (delta 08°46'27") (chord bearing S19°27'55"E) (chord 180.53 feet) for 180.71 feet to a point of tangency; thence run S15°04'42"E for 170.58 feet to a point of curvature;



#### DESCRIPTION (CONTINUED)

thence run Southerly along an arc of a curve to the right of radius 1,480.00 feet (delta 08°30'05") (chord bearing \$10°49'39"E) (chord 219.40 feet) for 219.60 feet; thence run S88°41'21"W along a non-tangent line for 49.52 feet; thence run S01°18'39"E for 205.00 feet; thence run S88°41'21"W for 64.24 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing S43°41'21"W) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run S01°18'39"E for 120.00 feet; thence run S88°41'21"W for 1,602.91 feet; thence run Noo°41'14"W for 96.31 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 1,005.00 feet (delta 07°57'27") (chord bearing No4°39'57"W) (chord 139.46 feet) for 139.58 feet to a point of cusp; thence run Southeasterly along an arc of a curve to the left of radius 35.00 feet (delta 82°39'59") (chord bearing S49°58'40"E) (chord 46.23 feet) for 50.50 feet to a point of tangency; thence run N88°41'21"E for 124.38 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 1,160.00 feet (delta 11°33'13") (chord bearing N11°55'18"W) (chord 233.51 feet) for 233.91 feet to a point of tangency; thence run N17°41'54"W for 355.67 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 640.00 feet (delta 24°58'15") (chord bearing No5°12'47"W) (chord 276.72 feet) for 278.93 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the left of radius 980.00 feet (delta 19°05'12") (chord bearing S85°09'06"E) (chord 324.96 feet) for 326.46 feet to a point of tangency; thence run N85°18'18"E for 43.39 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 2,180.00 feet (delta 12°22'43") (chord bearing N79°06'57"E) (chord 470.07 feet) for 470.98 feet to a point of tangency; thence run N72°55'35"E for 236.27 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the right of radius 980.00 feet (delta 21°10'03") (chord bearing N17°04'25"W) (chord 360.00 feet) for 362.06 feet; thence run S72°55'35"W along a non-tangent line for 236.27 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 1,820.00 feet (delta 12°22'43") (chord bearing \$79°06'57"W) (chord 392.44 feet) for 393.20 feet to a point of tangency; thence run S85°18'18"W for 43.39 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 620.00 feet (delta 19°01'13") (chord bearing N85°11'06"W) (chord 204.87 feet) for 205.82 feet; thence run N15°34'26"E along a non-tangent line for 128.17 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 1,160.00 feet (delta 16°15'40") (chord bearing No7°26'36"E) (chord 328.11 feet) for 329.22 feet to a point of tangency; thence run Noo°41'14"W for 45.02 feet; thence run S89°18'46"W for 205.00 feet; thence run Noo°41'14"W for 120.00 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing N45°41'14"W) (chord 49.50 feet) for 54.98 feet; thence run Noo°41'14"W along a radial line for 50.00 feet to a point on a radial curve; thence run Northeasterly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing N44°18'46"E) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run Noo°41'14"W for 140.00 feet; thence run S89°18'46"W for 155.00 feet; thence run S00°41'14"E for 20.00 feet; thence run S89°18'46"W for 24.78 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 780.00 feet (delta 35°00'54") (chord bearing S71°48'19"W) (chord 469.30 feet) for 476.68 feet to a point of reverse curvature; thence run Northwesterly along an arc of a curve to the right of radius 320.00 feet (delta 124°41'32") (chord bearing N63°21'22"W) (chord 566.89 feet) for 696.41 feet to a point of tangency; thence run No1°00'36"W for 159.78 feet; thence run S88°59'24"W for 360.00 feet; thence run No1°00'36"W for 2,050.40 feet; thence run N88°59'24"E for 125.00 feet;





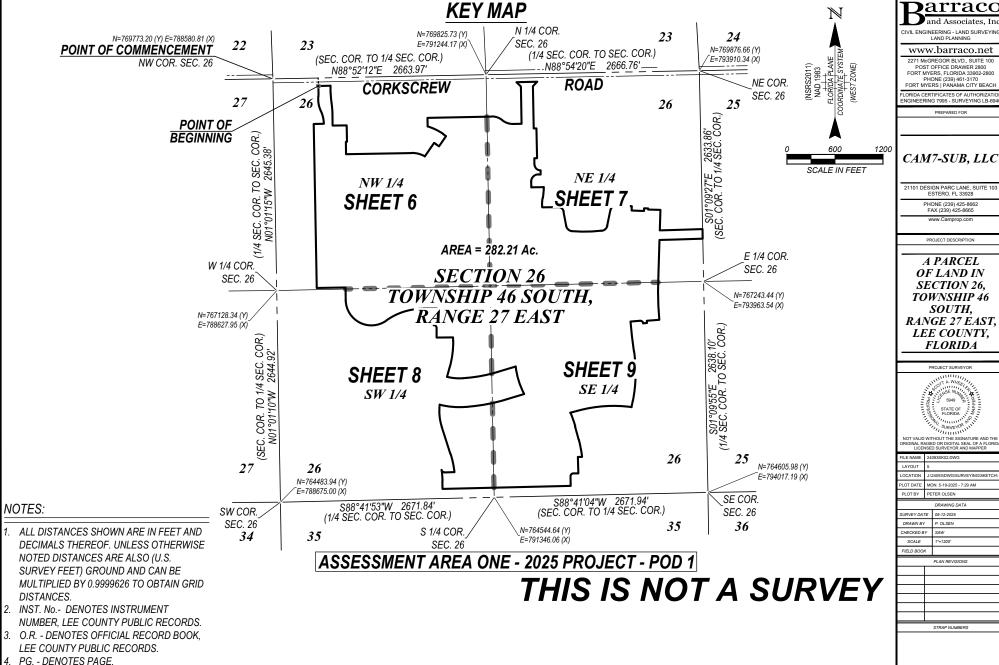
#### DESCRIPTION (CONTINUED)

thence run No1°00'36"W for 3.81 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 369.00 feet (delta 24°55'27") (chord bearing N13°28'20"W) (chord 159.26 feet) for 160.52 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 331.00 feet (delta 32°50'39") (chord bearing N09°30'43"W) (chord 187.15 feet) for 189.74 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 269.00 feet (delta 07°55'12") (chord bearing N02°57'00"E) (chord 37.15 feet) for 37.18 feet to a point of tangency; thence run N01°00'36"W for 91.73 feet to the POINT OF BEGINNING. Containing 282.21 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the Northwest Quarter (NW 1/4) said Section 26 to bear N88°52'12"E.

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

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

DATE SIGNED:

5 OF 9

PHONE (239) 461-3170

PHONE (239) 425-8662

PROJECT DESCRIPTION

A PARCEL

OF LAND IN

SECTION 26.

SOUTH.

**FLORIDA** 

MON. 5-19-2025 - 7:29 AM

STRAP NUMBERS

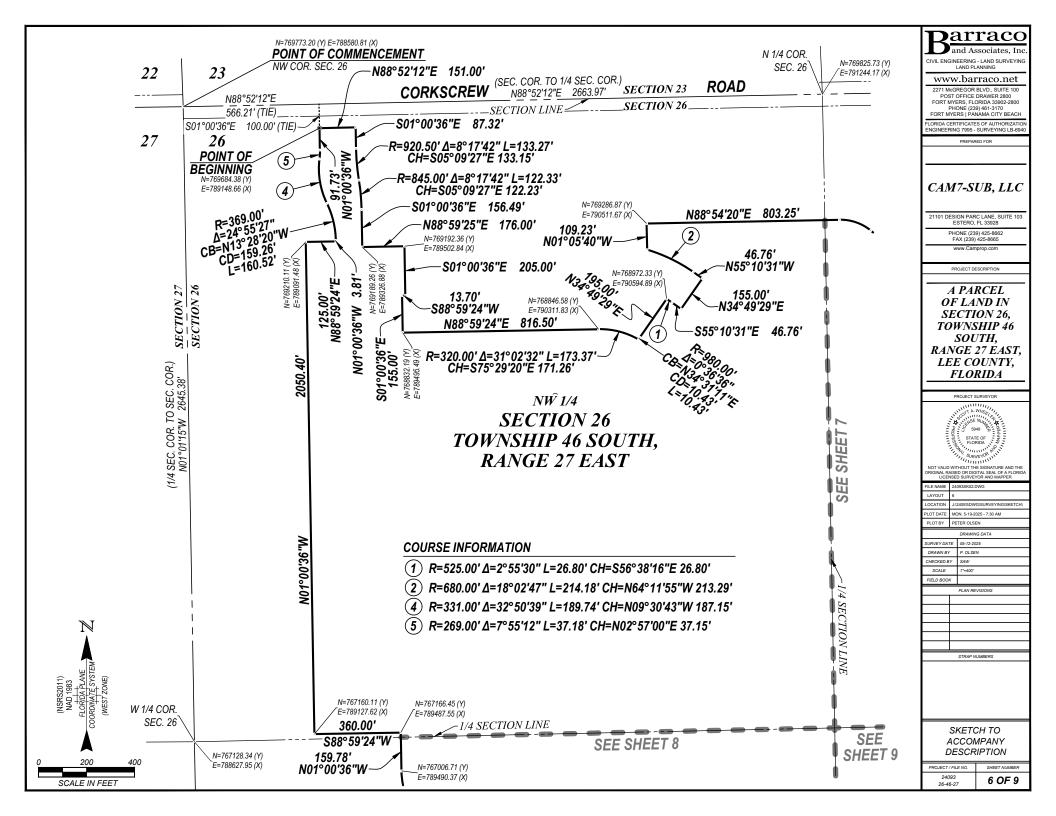
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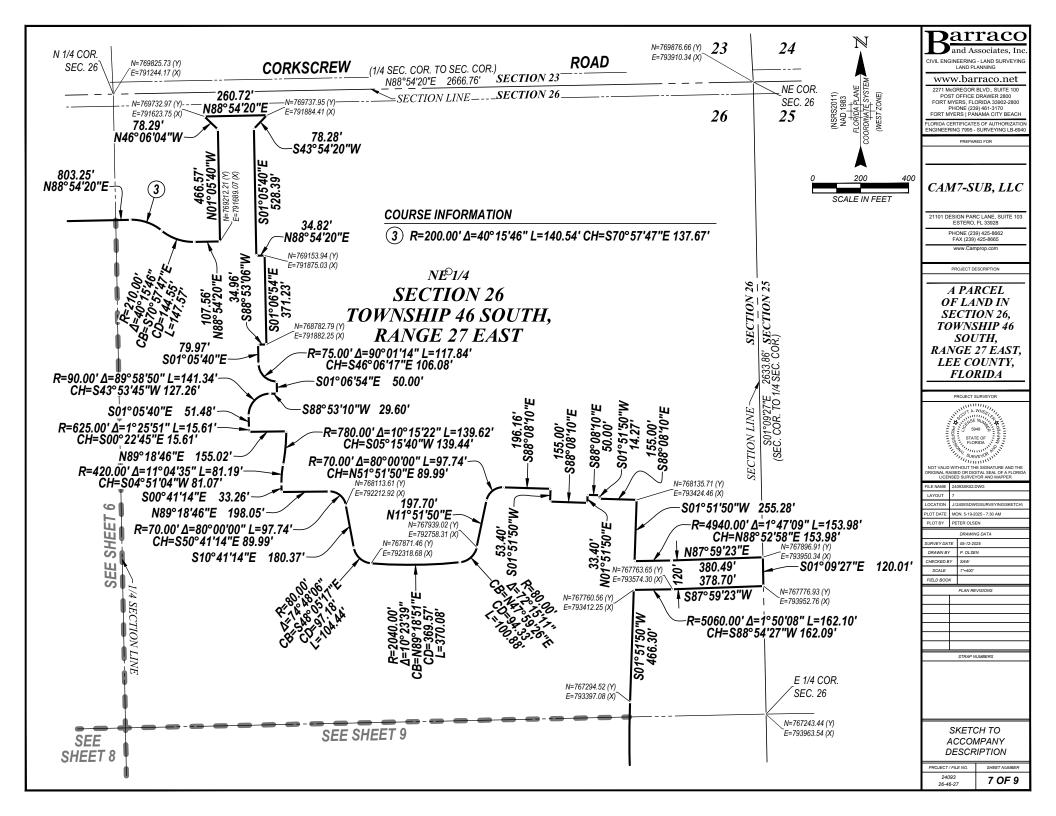
ACCOMPANY

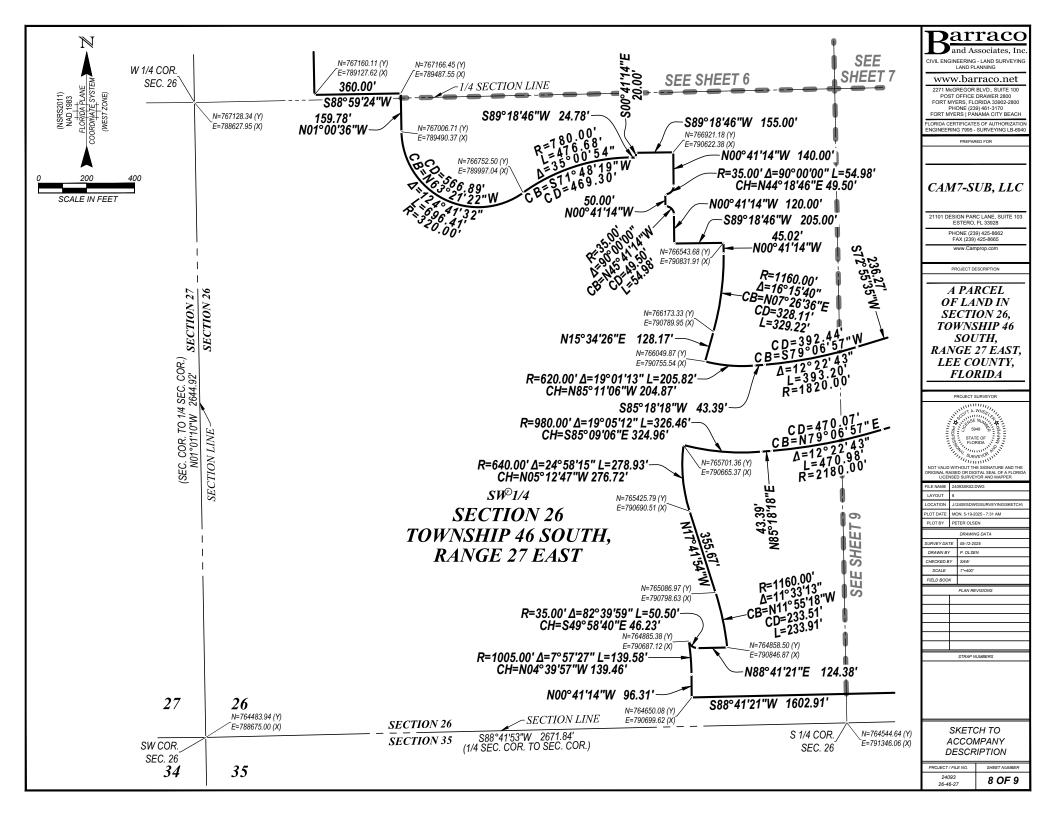
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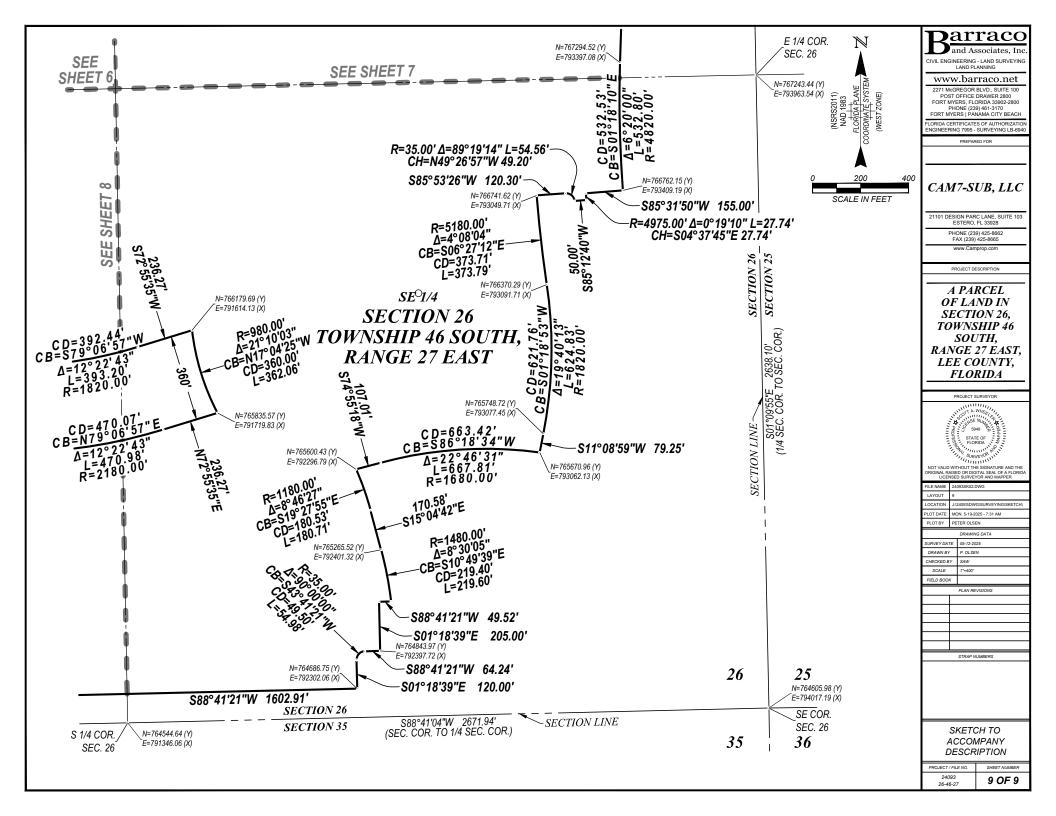
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

- 5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26 TO BEAR N88°52'12"E.
- DESCRIPTION IS ATTACHED.











### DESCRIPTION

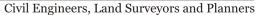
Parcel in Section 25, Township 46 South, Range 27 East Lee County, Florida

A tract or parcel of land lying in Section 25, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

### PARCEL 1:

COMMENCING at the Northwest corner of said Section 25 run N88°51'23"E along the North line of the Northwest Quarter (NW 1/4) of said Section 25 for 395.02 feet; thence run Soo°35'07"E for 100.00 feet to the POINT OF BEGINNING.

From said Point of Beginning run N88°51'23"E for 178.01 feet; thence run S00°35'07"E for 471.80 feet; thence run S79°54'30"E for 149.54 feet; thence run N10°05'30"E for 125.00 feet; thence run S79°54'30"E for 643.33 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 1,380.00 feet (delta 35°32'12") (chord bearing S62°08'24"E) (chord 842.27 feet) for 855.92 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 1,020.00 feet (delta 18°35'16") (chord bearing S53°39'56"E) (chord 329.46 feet) for 330.91 feet to a point of tangency; thence run S62°57'34"E for 160.00 feet; thence run S27°02'26"W for 52.40 feet; thence run S62°57'34"E for 205.00 feet; thence run S27°02'26"W for 65.75 feet; thence run S62°57'34"E for 155.00 feet; thence run N27°02'26"E for 373.96 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 320.00 feet (delta 53°06'56") (chord bearing N53°35'54"E) (chord 286.14 feet) for 296.65 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the right of radius 40.00 feet (delta 98°50'54") (chord bearing S50°25'11"E) (chord 60.76 feet) for 69.01 feet to a point of tangency; thence run Soo°59'44"E for 1,052.51 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 40.00 feet (delta 90°00'00") (chord bearing S44°00'16"W) (chord 56.57 feet) for 62.83 feet to a point of tangency; thence run S89°00'16"W for 63.33 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 4,820.00 feet (delta 06°10'24") (chord bearing N87°54'32"W) (chord 519.09 feet) for 519.34 feet; thence run So3°24'36"W along a non-tangent line for 396.70 feet; thence run N86°35'24"W for 155.00 feet; thence run S03°24'36"W for 1.95 feet; thence run N86°35'24"W for 205.00 feet: thence run So3°24'36"W for 59.71 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 4,820.00 feet (delta 02°41'07") (chord bearing So4°45'10"W) (chord 225.88 feet) for 225.90 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the right of radius 40.00 feet (delta 90°42'36") (chord bearing S51°27'01"W) (chord 56.92 feet) for 63.33 feet to a point of tangency; thence run N83°11'41"W for 535.79 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 620.00 feet (delta 78°49'40") (chord bearing N43°46'51"W) (chord 787.30 feet) for 853.00 feet to a point on a nontangent curve; thence run Westerly along an arc of a curve to the left of radius 820.00 feet (delta 01°39'10") (chord bearing S88°48'58"W) (chord 23.65 feet) for 23.65 feet to a point of tangency; thence run S87°59'23"W for 336.55 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of a curve to the left of radius 980.00 feet (delta 79°42'49") (chord bearing S43°20'16"E) (chord 1,256.11 feet) for 1,363.44 feet to a point of tangency; thence run S83°11'41"E for 536.16 feet to a point of curvature; thence run



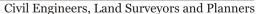


Southeasterly along an arc of a curve to the right of radius 40.00 feet (delta 90°00'00") (chord bearing S<sub>3</sub>8°11'41"E) (chord 56.57 feet) for 62.83 feet to a point of tangency; thence run So6°48'19"W for 143.95 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 2,820.00 feet (delta 01°00'02") (chord bearing S07°18'20"W) (chord 49.24 feet) for 49.24 feet to a point of compound curvature, said point being designated as POINT "A"; thence run Southwesterly along an arc of a curve to the right of radius 40.00 feet (delta 94°32'20") (chord bearing \$55°04'31"W) (chord 58.76 feet) for 66.00 feet to a point of tangency; thence run N77°39'19"W for 1,228.20 feet to a point of curvature, said point being designated as POINT "B"; thence run Westerly along an arc of a curve to the left of radius 480.00 feet (delta 23°46'55") (chord bearing N89°32'46"W) (chord 197.81 feet) for 199.23 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the right of radius 40.00 feet (delta 68°20'00") (chord bearing N67°16'14"W) (chord 44.93 feet) for 47.71 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the right of radius 1,120.00 feet (delta 01°24'51") (chord bearing N32°23'48"W) (chord 27.64 feet) for 27.64 feet; thence run S58°18'37"W along a radial line for 155.00 feet; thence run S59°24'46"W for 50.01 feet; thence run S58°21'07"W for 155.00 feet to a point on a radial curve; thence run Northerly along an arc of a curve to the right of radius 1,480.00 feet (delta 38°10'05") (chord bearing N12°33'51"W) (chord 967.78 feet) for 985.91 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 2,320.00 feet (delta 07°54'45") (chord bearing No2°33'49"E) (chord 320.14 feet) for 320.39 feet; thence run S87°59'23"W along a radial line for 117.56 feet to an intersection with the West line of the Northwest Quarter (NW 1/4) of said Section 25; thence run No1°09'27"W along said West line for 50.01 feet; thence run N87°59'23"E for 116.81 feet to a point on a nontangent curve; thence run Northerly along an arc of a curve to the left of radius 2,320.00 feet (delta 12°31'41") (chord bearing No8°53'30"W) (chord 506.27 feet) for 507.28 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 980.00 feet (delta 14°03'33") (chord bearing No8°07'34"W) (chord 239.87 feet) for 240.47 feet to a point of tangency; thence run No1°05'47"W for 353.77 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 480.00 feet (delta 63°14'46") (chord bearing N30°31'35"E) (chord 503.35 feet) for 529.85 feet; thence run S27°51'02"E along a radial line for 125.00 feet to a point on a radial curve; thence run Northeasterly along an arc of a curve to the right of radius 355.00 feet (delta 08°30′59") (chord bearing N66°24′28"E) (chord 52.72 feet) for 52.77 feet; thence run Noo°35'07"W along a non-tangent line for 483.11 feet to the POINT OF BEGINNING. Containing 141.02 acres, more or less.

### PARCEL 2:

COMMENCING at said POINT "A" run S44°27'26"E for 798.71 feet to the POINT OF BEGINNING.

From said Point of Beginning run N58°07'43"E for 50.48 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 40.00 feet (delta 22°48'02") (chord bearing N69°31'43"E) (chord 15.81 feet) for 15.92 feet to a point of tangency; thence run N80°55'44"E for 72.77 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 40.00 feet (delta 20°02'45") (chord bearing S89°02'53"E) (chord 13.92 feet) for 13.99 feet to a point of tangency; thence run S79°01'31"E for 59.00 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 40.00 feet (delta 80°44'24") (chord bearing S38°39'19"E)





(chord 51.82 feet) for 56.37 feet to a point of tangency; thence run S01°42′53″W for 119.29 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 40.00 feet (delta 18°00′32″) (chord bearing S10°43′09″W) (chord 12.52 feet) for 12.57 feet to a point of tangency; thence run S19°43′25″W for 35.73 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 48.00 feet (delta 61°24′33″) (chord bearing S50°25′41″W) (chord 49.02 feet) for 51.45 feet to a point of tangency; thence run S81°07′58″W for 115.47 feet to a point on a non-tangent curve; thence run Westerly along an arc of a curve to the right of radius 48.00 feet (delta 47°55′32″) (chord bearing N81°31′58″W) (chord 38.99 feet) for 40.15 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the right of radius 144.00 feet (delta 88°15′38″) (chord bearing N13°26′23″W) (chord 200.53 feet) for 221.82 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the right of radius 64.00 feet (delta 27°26′17″) (chord bearing N44°24′34″E) (chord 30.36 feet) for 30.65 feet to the POINT OF BEGINNING.

Containing 1.40 acres, more or less.

### PARCEL 3:

COMMENCING at said POINT "B" run S36°07'45"E for 1,209.10 feet to the POINT OF BEGINNING.

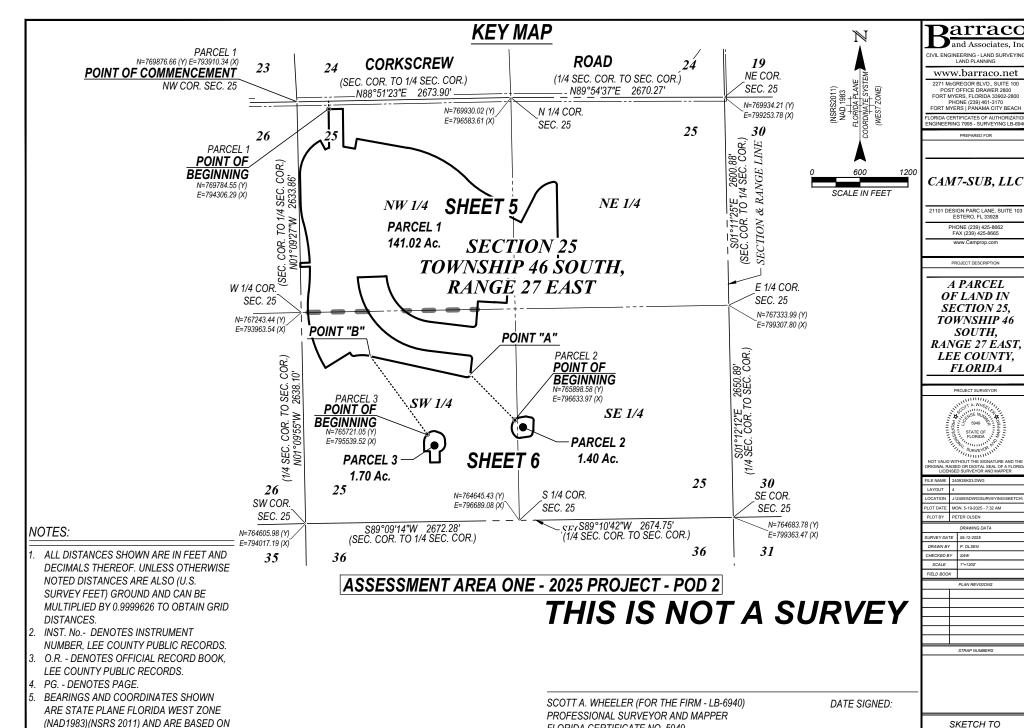
From said Point of Beginning run Easterly along an arc of a curve to the right of radius 104.96 feet (delta 72°01'25") (chord bearing N74°41'49"E) (chord 123.42 feet) for 131.94 feet to a point of tangency; thence run S69°17'29"E for 34.97 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 104.96 feet (delta 64°52'53") (chord bearing S36°51'02"E) (chord 112.61 feet) for 118.86 feet to a point of tangency; thence run S04°24'36"E for 40.07 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 104.96 feet (delta 73°36'59") (chord bearing S32°23'54"W) (chord 125.77 feet) for 134.86 feet; thence run S00°50'06"E along a non-tangent line for 134.12 feet; thence run S89°09'54"W for 123.26 feet; thence run N00°50'06"W for 140.00 feet; thence run S89°09'54"W for 70.87 feet; thence run N00°50'06"W for 123.40 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 104.96 feet (delta 39°31'12") (chord bearing N18°55'30"E) (chord 70.97 feet) for 72.40 feet to a point of tangency; thence run N38°41'06"E for 28.79 feet to the POINT OF BEGINNING.

Containing 1.70 acres, more or less.

PARCEL 1, 2 & 3 together contain 144.12 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the Northwest Quarter (NW 1/4) of said Section 25 to bear N88°51'23"E.

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



NORTH LINE OF THE NORTHWEST

DESCRIPTION IS ATTACHED.

BEAR N88°51'23"E.

QUARTER (NW 1/4) OF SECTION 25 TO

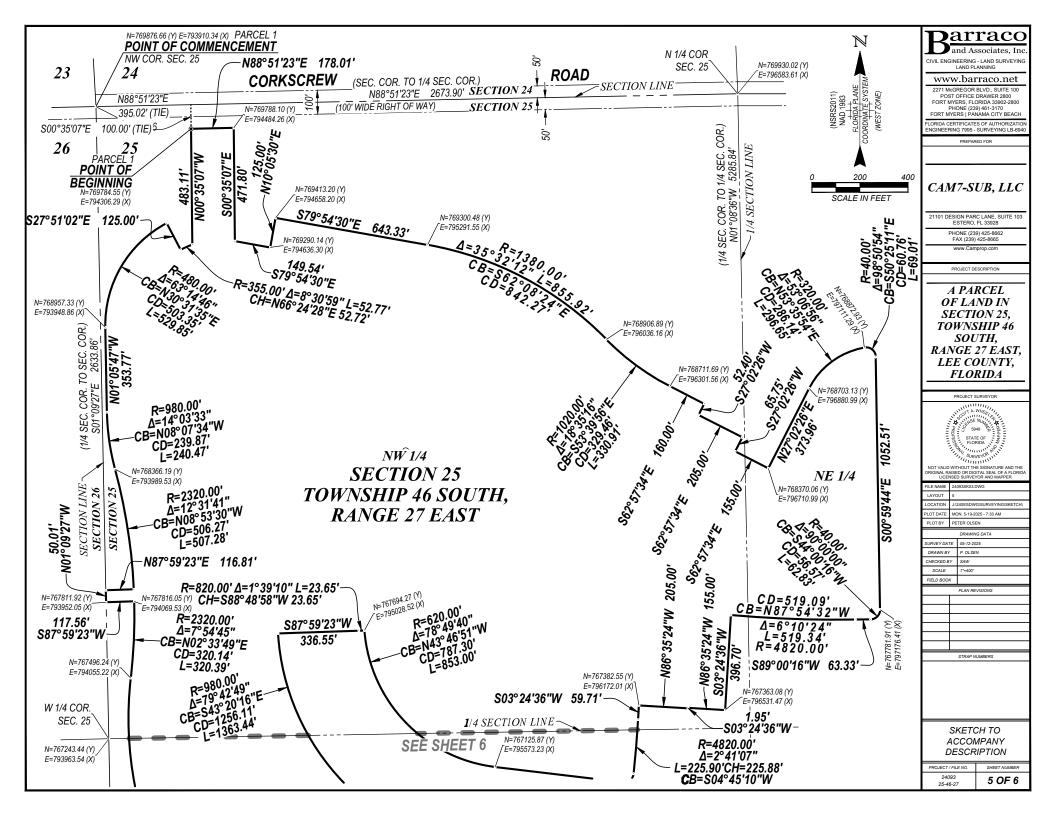
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL

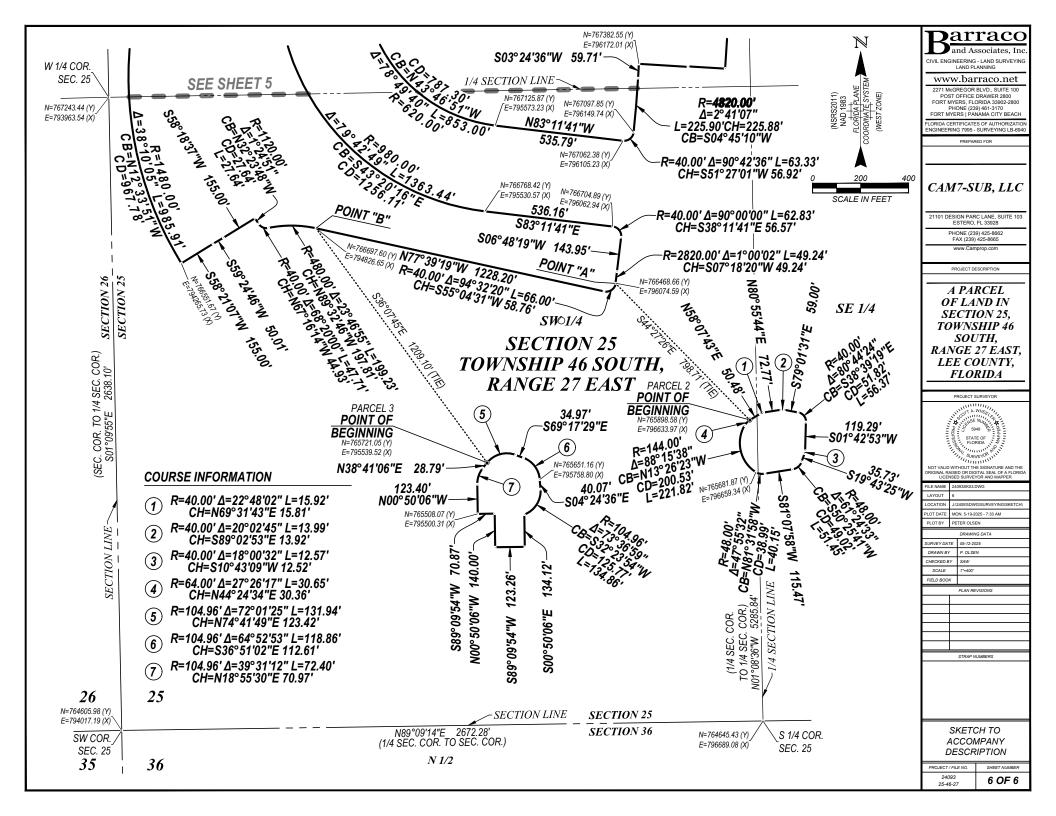
FLORIDA CERTIFICATE NO. 5949

OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH TO ACCOMPANY DESCRIPTION

4 OF 6







### DESCRIPTION

Parcel in Section 24, Township 46 South, Range 27 East Lee County, Florida

A tract or parcel of land lying in Section 24, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

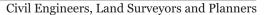
### PARCEL 1:

COMMENCING at the Southwest corner of said Section 24 run N88°51'23"E along the South line of the Southwest Quarter (SW 1/4) of said Section 24 for 388.52 feet; thence run Noo°35'07"W for 50.00 feet to an intersection with the North right of way line of Corkscrew Road, also being North line of the South 50 feet of said Section 24 and the POINT OF BEGINNING.

From said Point of Beginning run Noo°35'07"W for 163.68 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 605.00 feet (delta 27°55'18") (chord bearing N13°22'32"E) (chord 291.92 feet) for 294.83 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the right of radius 675.00 feet (delta 50°08'29") (chord bearing N28°19'58"W) (chord 572.04 feet) for 590.71 feet to a point of tangency; thence run No3°15'44"W for 546.46 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 1,675.00 feet (delta 12°59'31") (chord bearing No3°14'02"E) (chord 379.00 feet) for 379.81 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 2,825.00 feet (delta 13°00'02") (chord bearing No3°13'47"E) (chord 639.63 feet) for 641.00 feet to a point of tangency; thence run No3°16'15"W for 1,055.98 feet to a point of cusp; thence run Southeasterly along an arc of a curve to the left of radius 490.00 feet (delta 90°00'00") (chord bearing S48°16'15"E) (chord 692.96 feet) for 769.69 feet to a point of tangency; thence run N86°43'45"E for 559.87 feet; thence run No3°16'15"W for 165.00 feet; thence run N86°43'45"E for 139.89 feet to a point on a non-tangent curve, said point being designated as POINT "A"; thence run Southerly along an arc of a curve to the right of radius 1,810.00 feet (delta 08°41'25") (chord bearing S20°05'14"W) (chord 274.27 feet) for 274.53 feet to a point of tangency; thence run S24°25'56"W for 228.99 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 590.00 feet (delta 17°34'56") (chord bearing S15°38'28"W) (chord 180.34 feet) for 181.05 feet; thence run S83°09'00"E along a radial line for 165.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 425.00 feet (delta 02°01'40") (chord bearing S05°50'10"W) (chord 15.04 feet) for 15.04 feet; thence run S80°45'19"W along a non-tangent line for 41.45 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 1,310.00 feet (delta 15°57'19") (chord bearing S88°43'59"W) (chord 363.62 feet) for 364.80 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the left of radius 1,190.00 feet (delta 08°33'59") (chord bearing



N87°34'21"W) (chord 177.75 feet) for 177.92 feet to a point of tangency; thence run S88°08'40"W for 54.49 feet; thence run S01°51'20"E for 165.00 feet; thence run S88°08'40"W for 187.24 feet; thence run S00°57'40"E for 50.01 feet; thence run N88°08'40"E for 150.73 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 3,225.00 feet (delta 02°56'02") (chord bearing S00°24'39"W) (chord 165.13 feet) for 165.15 feet; thence run N88°08'40"E along a non-tangent line for 98.32 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 810.00 feet (delta 08°33′59") (chord bearing S87°34′21"E) (chord 120.99 feet) for 121.10 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 1,690.00 feet (delta 16°30'04") (chord bearing N88°27'37"E) (chord 485.03 feet) for 486.71 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 1,970.00 feet (delta 03°45'24") (chord bearing No5°35'26"W) (chord 129.14 feet) for 129.16 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the left of radius 35.00 feet (delta 91°23'04") (chord bearing N53°09'40"W) (chord 50.09 feet) for 55.82 feet; thence run No8°51'12"W along a radial line for 50.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the left of radius 1,475.00 feet (delta 00°09'59") (chord bearing N81°03'49"E) (chord 4.28 feet) for 4.28 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 35.00 feet (delta 91°59'52") (chord bearing N34°58′54″E) (chord 50.35 feet) for 56.20 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the left of radius 1,975.00 feet (delta 00°17'52") (chord bearing N11°09'58"W) (chord 10.26 feet) for 10.26 feet; thence run N78°41'06"E along a radial line for 50.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the right of radius 2,025.00 feet (delta 00°15'44") (chord bearing S11°11'02"E) (chord 9.26 feet) for 9.26 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 35.00 feet (delta 88°11'31") (chord bearing S55°08'55"E) (chord 48.71 feet) for 53.87 feet to a point of tangency; thence run N80°45'19"E for 618.05 feet to a point of curvature, said point being designated as POINT "B"; thence run Northeasterly along an arc of a curve to the left of radius 370.00 feet (delta 37°00'11") (chord bearing N62°15'14"E) (chord 234.82 feet) for 238.96 feet to a point of tangency; thence run N43°45'08"E for 132.09 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing No1°14'52"W) (chord 49.50 feet) for 54.98 feet; thence run N43°45'08"E along a radial line for 50.00 feet; thence run S46°14'52"E for 5.00 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing N88°45'08"E) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run N43°45'08"E for 5.00 feet; thence run S46°14'52"E for 50.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing So1°14'52"E) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run S46°14'52"E for 130.00 feet; thence run N43°45'08"E for 1,441.38 feet to a point being designated as POINT "C"; thence run S46°14'52"E for





10.43 feet; thence run S43°45'08"W for 165.00 feet; thence run S46°14'52"E for 489.81 feet; thence run S43°45'08"W for 30.00 feet; thence run N46°14'52"W for 165.00 feet; thence run S43°45'08"W for 306.98 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 300.00 feet (delta 21°02'22") (chord bearing S54°16'19"W) (chord 109.54 feet) for 110.16 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 225.00 feet (delta 95°26'30") (chord bearing S17°04'15"W) (chord 332.94 feet) for 374.80 feet; thence run N59°21'00"E along a radial line for 165.00 feet to a point on a radial curve; thence run Southeasterly along an arc of a curve to the left of radius 60.00 feet (delta 31°11'00") (chord bearing S46°14'30"E) (chord 32.25 feet) for 32.66 feet; thence run S28°10'00"W along a radial line for 165.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the left of radius 225.00 feet (delta 95°27'14") (chord bearing N70°26'23"E) (chord 332.98 feet) for 374.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 300.00 feet (delta 21°02'22") (chord bearing N33°13'57"E) (chord 109.54 feet) for 110.16 feet to a point of tangency; thence run N43°45'08"E for 300.98 feet; thence run N46°14'52"W for 165.00 feet; thence run N43°45'08"E for 36.00 feet; thence run S46°14'52"E for 73.26 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 310.00 feet (delta 46°14'43") (chord bearing S23°07'30"E) (chord 243.47 feet) for 250.21 feet to a point of tangency; thence run Soo°oo'o9"E for 988.36 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 610.00 feet (delta 35°00'11") (chord bearing S17°29'57"W) (chord 366.89 feet) for 372.66 feet to a point of tangency; thence run S35°00'02"W for 265.37 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 210.00 feet (delta 54°23'36") (chord bearing S62°11'50"W) (chord 191.96 feet) for 199.36 feet to a point of tangency; thence run S89°23'38"W for 52.82 feet to a point being designated as POINT "D"; thence run Soo°36'22"E for 165.00 feet; thence run S89°23'38"W for 45.05 feet; thence run S00°36'22"E for 50.00 feet; thence run N89°23'38"E for 60.23 feet; thence run S00°36'22"E for 254.28 feet; thence run N89°21'17"E for 64.16 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 67°42'07") (chord bearing \$56°47'40"E) (chord 33.42 feet) for 35.45 feet to a point of tangency; thence run S22°56'36"E for 114.21 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 565.00 feet (delta 46°25'18") (chord bearing S46°09'15"E) (chord 445.35 feet) for 457.77 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 68°43'12") (chord bearing S35°00'19"E) (chord 33.86 feet) for 35.98 feet to a point of tangency; thence run Soo°38'43"E for 45.26 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 30.00 feet (delta 90°00'00") (chord bearing S44°21'17"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S89°21'17"W for 484.18 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 165.00 feet (delta 29°09'01") (chord bearing S02°18'32"W) (chord 83.04 feet) for 83.95 feet to a point of reverse curvature; thence run



Southerly along an arc of a curve to the left of radius 185.00 feet (delta 17°31'45") (chord bearing So8°07'10"W) (chord 56.38 feet) for 56.60 feet to a point of tangency; thence run Soo°38'43"E for 94.17 feet; thence run S45°22'03"E for 56.84 feet to an intersection with said North right of way line of Corkscrew Road, also being North line of the South 50 feet of said Section 24; thence run S89°54'37"W along said North right of way line for 180.01 feet; thence run Noo°38'43"W for 295.32 feet; thence run S89°21'17"W for 334.73 feet to a point of cusp; thence run Northerly along an arc of a curve to the left of radius 225.00 feet (delta 207°39'38") (chord bearing N14°28'32"W) (chord 436.95 feet) for 815.48 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the right of radius 300.00 feet (delta 25°30'27") (chord bearing S74°26'53"W) (chord 132.46 feet) for 133.56 feet to a point being designated as POINT "E"; thence run Soo°38'43"E for 175.21 feet; thence run S89°21'17"W for 435.33 feet; thence run N00°38'43"W for 165.00 feet; thence run S89°21'17"W for 678.60 feet; thence run S00°38'43"E for 380.00 feet; thence run S89°21'17"W for 737.14 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 675.00 feet (delta 19°20'36") (chord bearing N80°58'25"W) (chord 226.80 feet) for 227.88 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 395.00 feet (delta 27°45'23") (chord bearing S13°17'35"W) (chord 189.49 feet) for 191.35 feet to a point of tangency; thence run Soo°35'07"E for 101.63 feet; thence run N88°51'23"E for 50.00 feet; thence run S00°35'07"E for 60.00 feet to an intersection with said North right of way line of Corkscrew Road, also being North line of the South 50 feet of said Section 24; thence run S88°51'23"W along said North right of way line for 260.01 feet to the POINT OF BEGINNING.

Containing 198.35 acres, more or less.

# LESS AND EXCEPT THE FOLLOWING 3 PARCELS:

# LESS & EXCEPT PARCEL 4:

COMMENCING at said POINT "B" run S24°25'51"E for 97.71 feet to the POINT OF BEGINNING.

From said Point of Beginning run Northeasterly along an arc of a curve to the left of radius 465.00 feet (delta 33°50′52") (chord bearing N60°40′34"E) (chord 270.72 feet) for 274.70 feet to a point of tangency; thence run N43°45′08"E for 96.49 feet; thence run S46°14′52"E for 165.00 feet; thence run N43°45′08"W for 30.60 feet; thence run S46°14′52"E for 50.00 feet; thence run S43°45′08"W for 49.53 feet; thence run S46°14′52"E for 165.00 feet; thence run S43°45′08"W for 77.55 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.00 feet (delta 34°23′52") (chord bearing S60°57′04"W) (chord 499.71 feet) for 507.30 feet; thence run N11°51′00"W along a radial line for 165.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the left of radius 680.00 feet (delta 00°33′00") (chord bearing N77°52′30"E) (chord 6.53



feet) for 6.53 feet; thence run N12°24'00"W along a radial line for 215.00 feet to the POINT OF BEGINNING.

Containing 4.21 acres, more or less.

# LESS & EXCEPT PARCEL 5:

COMMENCING at said POINT "D" run N23°11'01"W for 359.42 feet to the POINT OF BEGINNING.

From said Point of Beginning run Northwesterly along an arc of a curve to the left of radius 1,530.00 feet (delta 29°49'35") (chord bearing N31°20'04"W) (chord 787.51 feet) for 796.47 feet to a point of tangency; thence run N46°14'52"W for 260.24 feet; thence run N43°45'08"E for 49.25 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 173.00 feet (delta 49°39'05") (chord bearing N68°34'41"E) (chord 145.27 feet) for 149.92 feet to a point of tangency; thence run S86°35'46"E for 12.01 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 125.00 feet (delta 65°03'58") (chord bearing N60°52'14"E) (chord 134.45 feet) for 141.95 feet to a point of tangency; thence run N28°20'15"E for 57.37 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 130.00 feet (delta 39°11'46") (chord bearing N47°56'08"E) (chord 87.21 feet) for 88.93 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the left of radius 127.00 feet (delta 21°33'20") (chord bearing N56°45'22"E) (chord 47.50 feet) for 47.78 feet; thence run S46°14'52"E along a non-tangent line for 515.02 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 55.00 feet (delta 12°10'04") (chord bearing S40°09'49"E) (chord 11.66 feet) for 11.68 feet to a point of tangency; thence run S34°04'47"E for 48.92 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 120.00 feet (delta 24°16'31") (chord bearing S46°13'03"E) (chord 50.46 feet) for 50.84 feet to a point of tangency; thence run \$58°21'18"E for 76.37 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 93.00 feet (delta 86°02'24") (chord bearing \$15°20'06"E) (chord 126.90 feet) for 139.66 feet to a point of tangency; thence run S27°41'06"W for 12.64 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 108.00 feet (delta 27°41'15") (chord bearing S13°50'29"W) (chord 51.68 feet) for 52.19 feet to a point of tangency; thence run Soo°oo'o9"E for 100.55 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 110.00 feet (delta 29°28'15") (chord bearing S14°44'16"E) (chord 55.96 feet) for 56.58 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 93.00 feet (delta 65°55'11") (chord bearing S03°29'12"W) (chord 101.19 feet) for 107.00 feet to a point of tangency; thence run S36°26'48"W for 82.62 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 217.06 feet (delta 14°35'05") (chord bearing S29°09'15"W) (chord 55.10 feet) for 55.25 feet to a point of tangency; thence run S21°51'42"W for 14.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right



of radius 80.00 feet (delta 74°09'59") (chord bearing S58°56'42"W) (chord 96.48 feet) for 103.56 feet to a point of tangency; thence run N83°58'19"W for 20.79 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 95.00 feet (delta 22°26'58") (chord bearing S84°48'12"W) (chord 36.98 feet) for 37.22 feet to a point of tangency; thence run S73°34'44"W for 149.45 feet to the POINT OF BEGINNING.

Containing 12.92 acres, more or less.

### LESS & EXCEPT PARCEL 6:

COMMENCING at POINT "E" run No7°10′59"W for 246.96 feet to the POINT OF BEGINNING.

From said Point of Beginning run Noo°36'22"W for 135.00 feet; thence run S89°23'38"W for 102.61 feet; thence run N00°36'22"W for 50.00 feet; thence run S89°23'38"W for 27.39 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 35.00 feet (delta 90°00'00") (chord bearing N45°36'22"W) (chord 49.50 feet) for 54.98 feet; thence run S89°23'38"W along a radial line for 50.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the right of radius 35.00 feet (delta 90°00'00") (chord bearing S44°23'38"W) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run S89°23'38"W for 100.00 feet; thence run N00°36'22"W for 246.44 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 960.00 feet (delta 07°07'33") (chord bearing No2°57'25"E) (chord 119.32 feet) for 119.40 feet; thence run S83°28'49"E along a radial line for 185.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 775.00 feet (delta 01°07'21") (chord bearing S05°57'31"W) (chord 15.18 feet) for 15.18 feet; thence run S84°36'09"E along a radial line for 135.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 640.00 feet (delta 06°00'13") (chord bearing S02°23'45"W) (chord 67.03 feet) for 67.06 feet to a point of tangency; thence run S00°36'22"E for 246.44 feet; thence run N89°23'38"E for 27.50 feet; thence run N00°36'22"W for 135.00 feet; thence run N89°23'38"E for 592.80 feet; thence run S00°36'22"E for 135.00 feet; thence run N89°23'38"E for 6.62 feet; thence run S00°36'22"E for 50.00 feet; thence run N89°23'38"E for 3.32 feet; thence run S00°36'22"E for 135.00 feet; thence run S89°23'38"W for 600.23 feet to the POINT OF BEGINNING. Containing 6.95 acres, more or less.

containing 0.95 acres, more or less.

PARCEL 1 net area 174.28 acres, more or less.

AND THE FOLLOWING 2 PARCELS:

### PARCEL 2:

COMMENCING at said POINT "A" run S89°31'36"E for 760.45 feet to the POINT OF BEGINNING.



From said Point of Beginning N35°45′51″E for 43.28 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 60.00 feet (delta 36°51′51″) (chord bearing N17°19′55″E) (chord 37.94 feet) for 38.60 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 125.00 feet (delta 134°51′09″) (chord bearing N66°19′34″E) (chord 230.85 feet) for 294.20 feet to a point of tangency; thence run S46°14′52″E for 240.74 feet; thence run S43°45′08″W for 280.29 feet; thence run N46°14′52″W for 167.50 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 1,000.00 feet (delta 07°59′17″) (chord bearing N50°14′30″W) (chord 139.31 feet) for 139.42 feet to the POINT OF BEGINNING. Containing 2.18 acres, more or less.

# PARCEL 3:

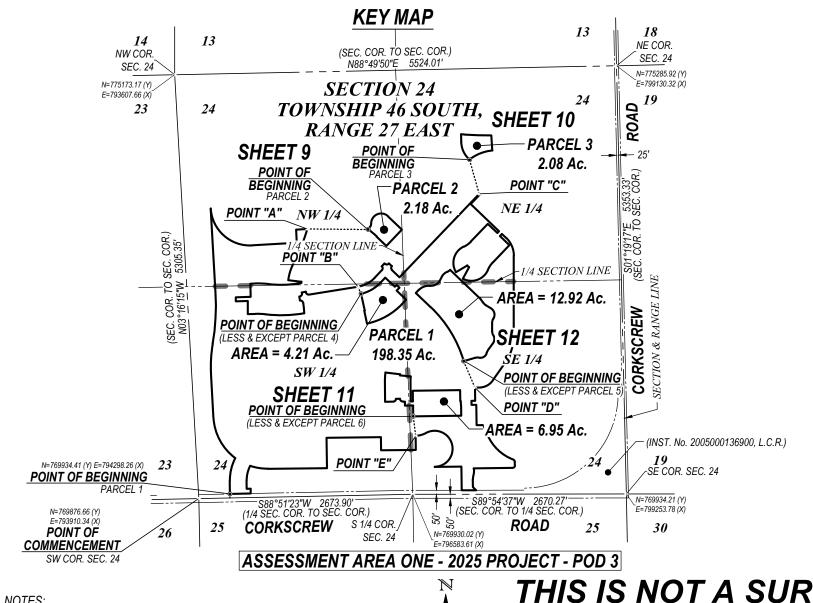
COMMENCING at said POINT "C" run N15°50'10"W for 445.29 feet to the POINT OF BEGINNING.

From said Point of Beginning run Northwesterly along an arc of a curve to the right of radius 300.00 feet (delta 48°04'15") (chord bearing N25°12'18"W) (chord 244.38 feet) for 251.70 feet to a point of tangency; thence run No1°10'10"W for 95.76 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 2,735.00 feet (delta 00°52'48") (chord bearing S85°54'02"E) (chord 42.01 feet) for 42.01 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 3,265.00 feet (delta 05°55'52") (chord bearing S88°25'34"E) (chord 337.83 feet) for 337.99 feet; thence run S01°23'30"E along a non-tangent line for 31.87 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 2,000.00 feet (delta 04°35'23") (chord bearing S03°41'12"E) (chord 160.17 feet) for 160.21 feet to a point on a non-tangent curve; thence run Southwesterly along an arc of a curve to the left of radius 550.00 feet (delta 32°19'37") (chord bearing S68°22'13"W) (chord 306.22 feet) for 310.32 feet to the POINT OF BEGINNING.

Containing 2.08 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the South line of the Southwest Quarter (SW 1/4) of said Section 24 to bear N88°51'23"E.

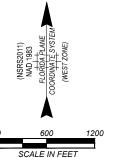
Scott A. Wheeler (For The Firm) Professional Surveyor and Mapper Florida Certificate No. 5949



### 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 0.9999626 TO OBTAIN GRID DISTANCES.
- INST. No.- DENOTES INSTRUMENT NUMBER. LEE COUNTY PUBLIC
- 3. O.R. DENOTES OFFICIAL RECORD BOOK. LEE COUNTY PUBLIC RECORDS.

- PG. DENOTES PAGE.
- 5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24 TO BEAR N88°51'23"E.
- 6. DESCRIPTION IS ATTACHED.



# THIS IS NOT A SURVEY

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

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

#### www.barraco.net

2271 McGREGOR BLVD., SUITE 100 POST OFFICE DRAWER 2800 FORT MYERS, FLORIDA 33902-2800 PHONE (239) 461-3170

ORIDA CERTIFICATES OF AUTHORIZATIO

CAM7-SUB, LLC

21101 DESIGN PARC LANE, SUITE 103 ESTERO, FL 33928

PHONE (239) 425-8662

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 24. **TOWNSHIP 46** SOUTH. RANGE 27 EAST. LEE COUNTY. **FLORIDA** 



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FILE NAME	24093SK04.DWG					
LAYOUT	8	8				
LOCATION	JΑ	24093\DWG\SURVEYING\SKETCH\				
PLOT DATE	MON. 5-19-2025 - 7:34 AM PETER OLSEN					
PLOT BY						
		DRAWING DATA				
SURVEY DA	TE 05-13-2025					
DRAWN BY	,	P. OLSEN				
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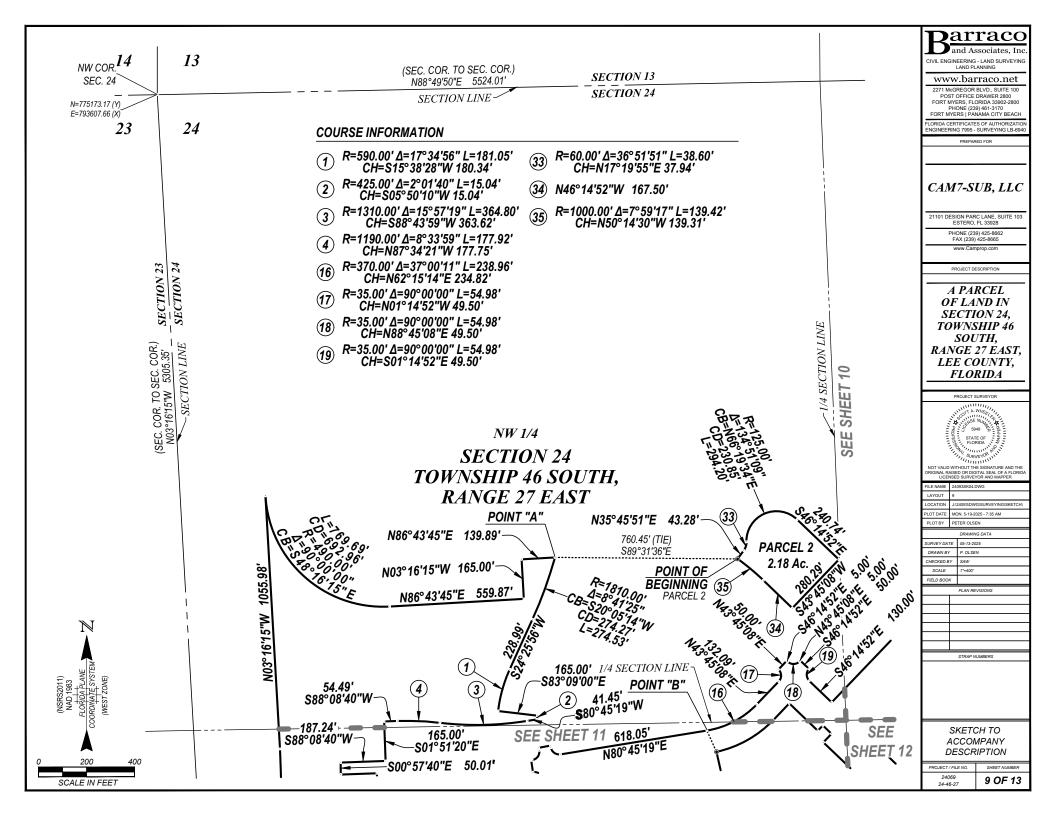
REVISE BOLINDARY

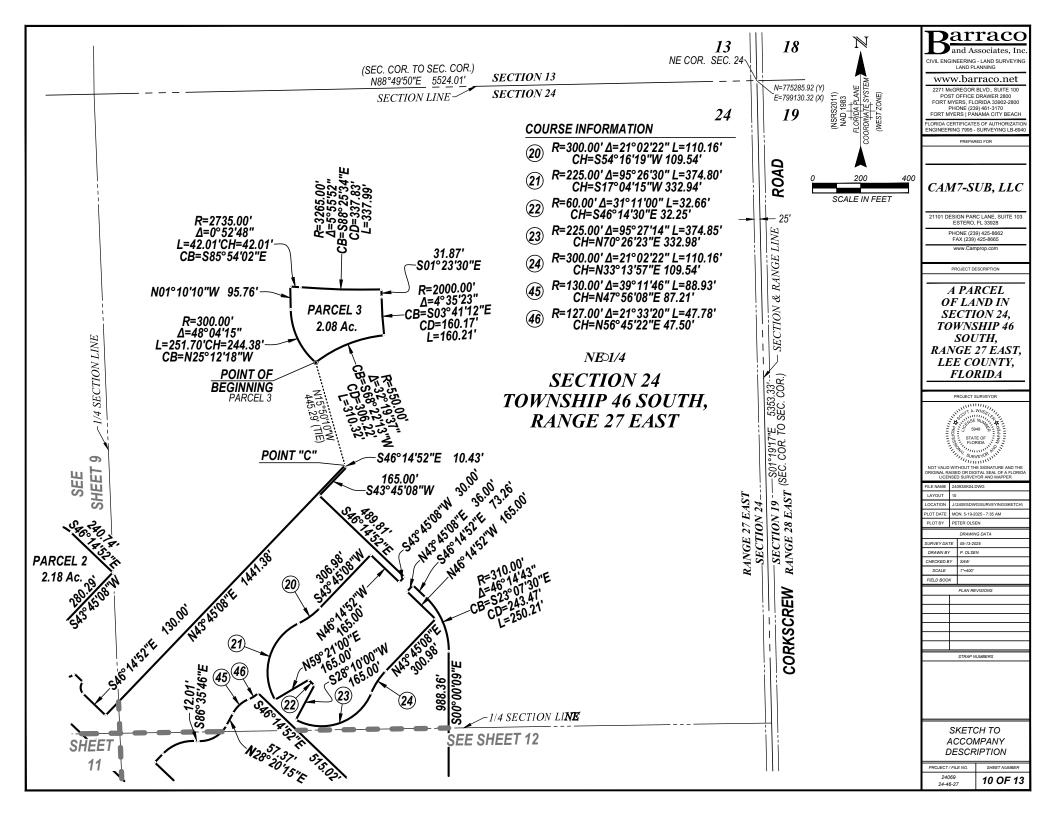
STRAP NUMBERS

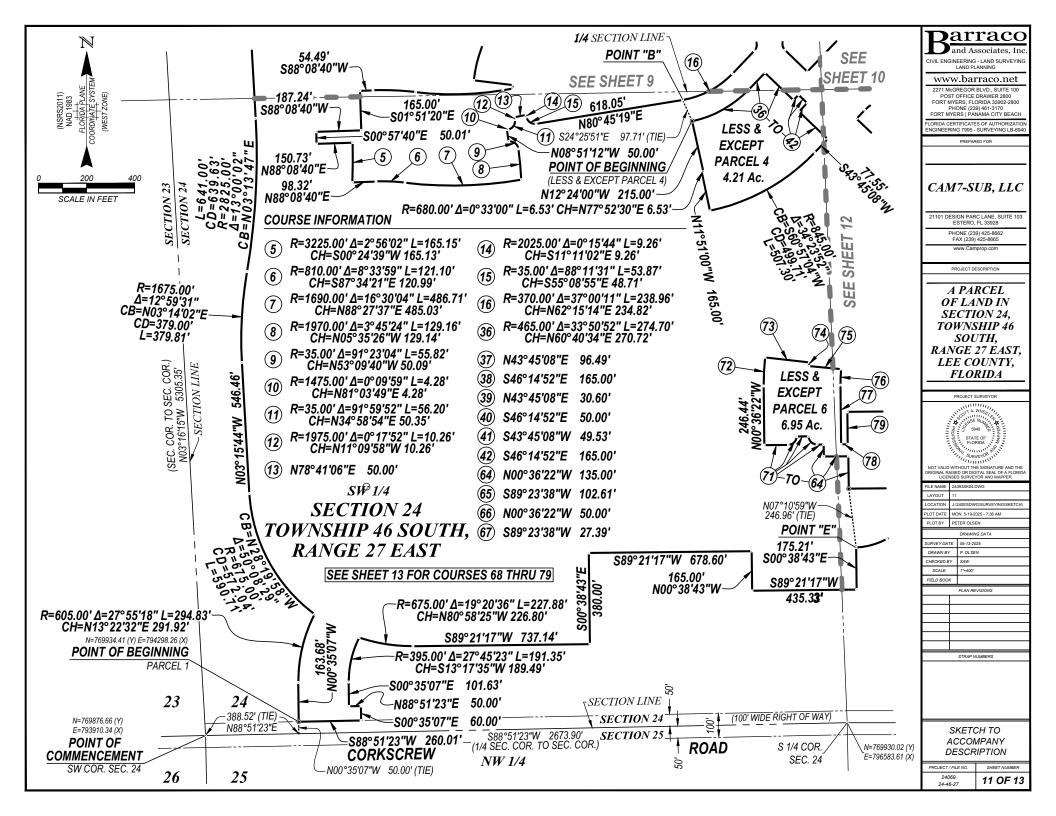
SKETCH TO ACCOMPANY DESCRIPTION

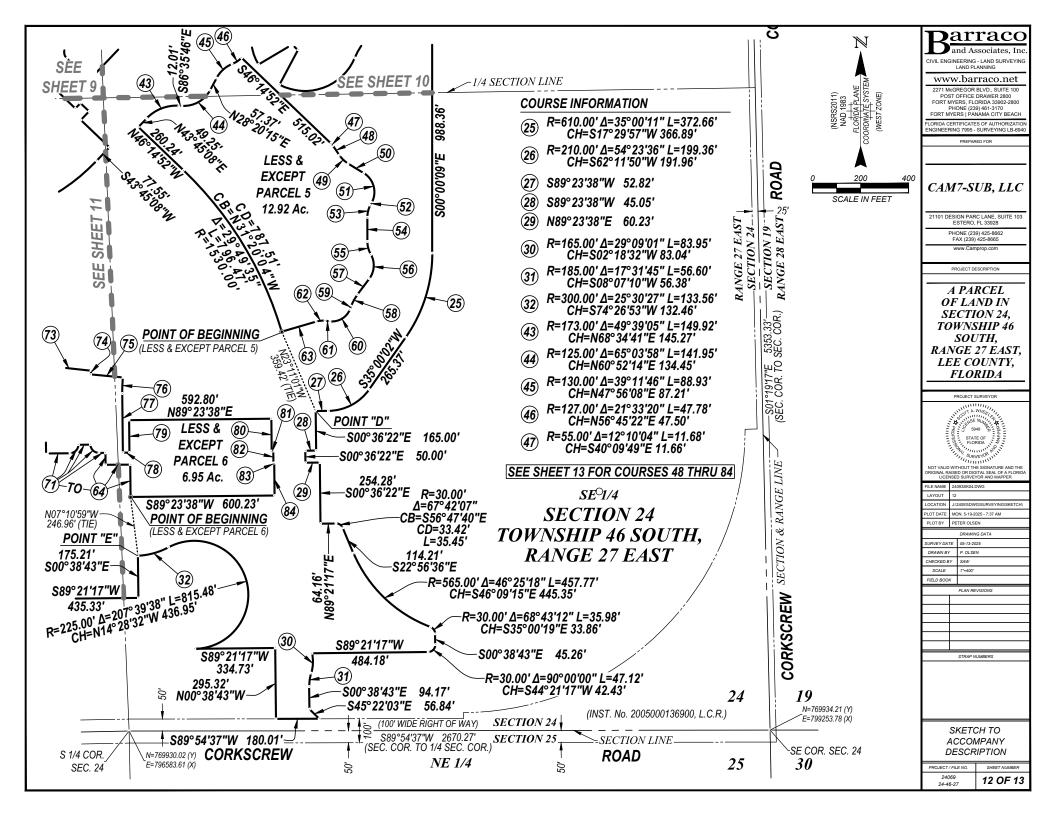
DATE SIGNED:

8 OF 13









### COURSE INFORMATION

- (48) S34°04'47"E 48.92'
- (49) R=120.00' Δ=24°16'31" L=50.84' CH=S46°13'03"E 50.46'
- (50) S58°21'18"E 76.37'
- (51) R=93.00' Δ=86°02'24" L=139.66' CH=S15°20'06"E 126.90'
- (52) S27°41'06"W 12.64'
- (53)  $R=108.00' \Delta=27^{\circ}41'15'' L=52.19' CH=S13^{\circ}50'29''W 51.68'$
- (54) S00°00'09"E 100.55'
- (55) R=110.00' Δ=29° 28'15" L=56.58' CH=S14° 44'16"E 55.96'
- (56) R=93.00' Δ=65°55'11" L=107.00' CH=S03°29'12"W 101.19'
- (57) S36°26'48"W 82.62'
- (58) R=217.06' Δ=14°35'05" L=55.25' CH=S29°09'15"W 55.10'
- (59) S21°51'42"W 14.19'
- (60) R=80.00' Δ=74°09'59" L=103.56' CH=S58°56'42"W 96.48'
- (61) N83°58'19"W 20.79'
- (62)  $R=95.00' \Delta=22^{\circ}26'58'' L=37.22' CH=S84^{\circ}48'12''W 36.98'$
- (63) S73°34'44"W 149.45'
- (68) R=35.00' Δ=90°00'00" L=54.98' CH=N45°36'22"W 49.50'
- (69) S89°23'38"W 50.00'
- (70) R=35.00' Δ=90°00'00" L=54.98' CH=S44°23'38"W 49.50'
- (71) S89°23'38"W 100.00'
- (72) R=960.00' Δ=7°07'33" L=119.40' CH=N02°57'25"E 119.32'
- (73) S83°28'49"E 185.00'
- (74) R=775.00' Δ=1°07'21" L=15.18' CH=S05°57'31"W 15.18'
- (75) S84°36'09"E 135.00'
- (76)  $R=640.00' \Delta=6^{\circ}00'13'' L=67.06' CH=S02^{\circ}23'45''W 67.03'$
- (77) S00°36'22"E 246.44'
- (78) N89°23'38"E 27.50'
- (79) N00°36'22"W 135.00'
- (80) S00°36'22"E 135.00'
- (81) N89°23'38"E 6.62'
- (82) S00°36'22"E 50.00'
- N89° 23'38"E 3.32'
- S00°36'22"E 135.00'

**>**arraco 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

ELORIDA CERTIFICATES OF AUTHORIZATION

CAM7-SUB, LLC

21101 DESIGN PARC LANE, SUITE 103

PHONE (239) 425-8662

www.Camprop.com

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 24. **TOWNSHIP 46** SOUTH. RANGE 27 EAST. LEE COUNTY. **FLORIDA** 

DRO IECT SURVEYOR



1	FILE NAME	24	4093SK04.DWG				
ı	LAYOUT	13					
ſ	LOCATION	JΛ	24093\DWG\SURVEYING\SKETCH\				
I	PLOT DATE	МС	N. 5-19-2025 - 7:37 AM				
	PLOT BY	PE	TER OLSEN				
ľ	DRAWING DATA						
I	SURVEY DAT	E	05-13-2025				
	DRAWN BY		P. OLSEN				
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STRAP NUMBERS

SKETCH TO **ACCOMPANY** DESCRIPTION

13 OF 13

KINGSTON ONE
COMMUNITY
DEVELOPMENT
DISTRICT

# FINAL FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT ASSESSMENT AREA ONE 2025 PROJECT AREA

Report Date:

June 24, 2025

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### I. INTRODUCTION

This Kingston One Community Development District Final First Supplemental Assessment Methodology Report Assessment Area One - 2025 Project (the "First Supplemental Report") serves to apply the basis of benefit allocation and assessment methodology in accordance with the Master Assessment Methodology Report dated October 24, 2023 (the "Master Report"). This First Supplemental Report explicitly supports the issuance of the Bonds, which will fund a portion of the Assessment Area One - 2025 Project for the District's Capital Improvement Program.

### II. DEFINED TERMS

- "Assessable Property" All property within the Assessment Area One 2025 Project Area of the District that receives a special benefit from the 2025 Project.
- "Assessment Area One 2025 Project Area" A portion of the CDD consisting of 604.87 +/- acres, defined by the legal description in Exhibit B of this Report.
- "Assessment Area One 2025 Project" or "2025 Project" That portion of the CIP relating to the Assessment Area One 2025 Project Area as identified in the Engineer's Report.
- "Bonds" Special Assessment Bonds Series 2025 (Assessment Area One 2025 Project Area).
- "Capital Improvement Program" (CIP) The public infrastructure development program as outlined by the Engineer's Report.
- "Developer" CAM7-Sub, LLC.
- "Development Plan" The end-use configuration of Platted Units and Product Types for platted parcels within the District's Assessment Area One 2025 Project Area.
- "District" Kingston One Community Development District, 2,429 gross acres with the Development Plan for 4,065 Platted Units.
- "District Engineer" Barraco and Associates, Inc.
- "Engineer's Report" Means collectively the Supplement #1 to the Kingston One Community Development District dated June 18, 2025, and the Master Engineer's Report dated October 24, 2023.
- "Equivalent Assessment Unit" (EAU) A weighted value assigned to dissimilar residential lot Product Types to differentiate the benefit and lien values assigned.
- "Landowner" Cam7-Sub, LLC
- "Platted Units" Private property subdivided as a portion of gross acreage by virtue of the platting process.
- "Product Type" Classification assigned by the Developer to dissimilar lot products and sizes for the development of the vertical construction.



"Unit(s)" - A planned or developed residential lot assigned a Product Type classification by the Developer.

"Unplatted Parcels" –Developable acreage within the Assessment Area One – 2025 Project Area intended for subdivision and platting according to the Development Plan.

# III. OBJECTIVE

The objective of this First Supplemental Report is to:

- A. Allocate the costs and benefit of the Assessment Area One 2025 Project to Assessment Area One 2025 Project Area.
- B. Refine the benefits, as initially defined in the Master Report, to the assessable properties within the Assessment Area One 2025 Project Area that will be assessed as a result of the issuance of the Bonds;
- C. Determine a fair and equitable method of spreading the associated costs to the benefiting properties within Assessment Area One 2025 Project Area of the District and ultimately to the Platted Units therein; and
- D. Provide a basis for the placement of a lien on the assessable lands within Assessment Area One 2025 Project Area within the District and upon platting within Assessment Area One 2025 Project Area within the District that benefit from the Assessment Area One 2025 Project, as outlined by the Engineer's Report.

The basis of benefit received by properties within the District's Assessment Area One – 2025 Project Area relates directly to the 2025 Project and is allocated to all Assessable Properties within Assessment Area One – 2025 Project Area. The 2025 Project will create the public infrastructure required to develop and improve the Assessable property within Assessment Area One – 2025 Project Area. Without these public improvements, which include but are not limited to master infrastructure improvements, stormwater, utilities (water and sewer), and roadways, the development of private lands within Assessment Area One – 2025 Project Area could not be undertaken within the current legal development standards. This First Supplemental Report applies the methodology described in the Master Report to assign assessments to all Assessable Properties within Assessment Area One – 2025 Project Area receiving benefit from the 2025 Project, which is required to satisfy the repayment of the Series 2025 Bonds.

The District will issue its Special Assessment Bonds, Series 2025 (the "Bonds") to finance the construction and/or acquisition of a portion of the Assessment Area One – 2025 Project, providing special benefits to the Assessable Property within the Assessment Area One – 2025 Project Area. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those properties benefiting from the improvements within Assessment Area One – 2025 Project Area. Non-ad valorem assessments will be collected each year to provide the funding necessary to remit Bond debt service payments and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this Final First Supplemental Report determines the benefit, apportionment, and financing structure for the Bonds to be issued by the District per Chapters 170, 190, and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.



# IV. DISTRICT & 2025 PROJECT - OVERVIEW

The District comprises ±2,429 acres and is located within Sections 24, 25, 26, 34, 35, and 36, Township 46 South, Range 27 East in Lee County, Florida. The primary Developer of the Assessable Properties is Cam7-Sub, LLC (the "Developer"), which has created the overall development plan as outlined and supported by the Engineer's Report. The development plan for the District contemplates 4,065 planned residential units within multiple phases.

The 2025 Project public improvements, as described in the Engineer's Report, include off-site improvements, stormwater, utilities (water and sewer), roadways, landscape and hardscape, environmental, and on-site wildlife restoration/mitigation, and flood control. Assessment Area One – 2025 Project Area will encompass 604.87 gross +/- acres within the District and is planned for 1,208 residential units (the "Development").

### V. CAPITAL IMPROVEMENT PROGRAM (CIP)

The Developer is undertaking the responsibility of providing the public infrastructure necessary to develop the District's Assessment Area One – 2025 Project. As designed, the CIP is an integrated system of facilities. Each infrastructure component works as a system to provide special benefits to assessable properties within Assessment Area One – 2025 Project Area. The drainage and surface water management system is an example of a system that benefits all planned residential lots within Assessment Area One – 2025 Project Area. As a system of improvements, all privately benefiting landowners within Assessment Area One – 2025 Project Area benefit from the first few feet of pipe as they do from the last few feet. The stormwater management system is an interrelated facility that provides consistent protection to the entire development program through its design and interconnected control structures. Thus, all Assessment Area One – 2025 Project Area private landowners will benefit from such improvement.

The District Engineer has identified the infrastructure and respective costs to be acquired and/or constructed within the Assessment Area One – 2025 Project. The 2025 Project includes off-site improvements: stormwater, utilities (water and sewer), roadways, landscape, hardscape, and on-site wildlife restoration/mitigation. Approximately \$67,066,840.04 of the costs associated with the Assessment Area One – 2025 Project and certain shared costs described in Table 2 will be funded by the issuance of the Bonds, as generally described within Tables 2 and 3 of this First Supplemental Report, with further detail provided in the Engineer's Report.

### VI. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those private properties that specifically receive a direct benefit from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).



The 2025 Project contains a "system of improvements" for the Development that benefits the Assessment Area One – 2025 Project Area of the District, all considered for an approved and assessable purpose (F.S. 170.01). This satisfies the first requirement for a valid special assessment, as described above. Additionally, the improvements will result in all private developable properties within Assessment Area One – 2025 Project Area receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement above. Finally, the specific benefit to the properties within Assessment Area One – 2025 Project Area equals or exceeds the cost of the special assessments levied on the benefited properties (F.S. 170.02), which satisfies the third requirement above.

The first requirement for determining the validity of a special assessment is plainly demonstrable since eligible improvements are found within the list provided in F.S. 170.01. However, certifying compliance with the second and third requirements necessary to establish a valid special assessment requires a more analytical examination. As required by F.S. 170.02 and described in the next section entitled "Allocation Methodology," this approach involves identifying and assigning value to specific benefits being conferred upon the various benefitting properties, while confirming that the value of these benefits equals or exceeds the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, the added enjoyment of the property, the probability of decreased insurance premiums, and the probability of increased marketability and value of the property. The Development Plan contains a mix of Product Types. The method of apportioning benefit to the planned Product Types can be related to development density and intensity. This is being done to implement a fair and equitable method of apportioning benefits.

The second and third requirements are key elements in defining a valid special assessment. The calculation of an equivalent assessment unit (EAU), further described in the next section, demonstrates a reasonable estimate of the proportionate special benefits received from the 2025 Project.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the assessed property within the Assessment Area One – 2025 Project Area. These benefits are derived from the acquisition and/or construction of the 2025 Project. The allocation of responsibility for paying special assessments, associated with the special assessment liens encumbering the Assessable Property within the Assessment Area One – 2025 Project Area, has been apportioned according to a reasonable estimate of the special benefits provided, consistent with each land use category. Accordingly, no acre or parcel of Assessable Property within the boundary of Assessment Area One – 2025 Project Area will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that property.

Property within Assessment Area One – 2025 Project Area of the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s) and other community property. To the extent it is later determined that the property no longer qualifies for an exemption, a true-up payment may be applicable, and assessments will be apportioned and levied based on an EAU factor proportionate to lot product.



### VII. ALLOCATION METHODOLOGY

The Assessment Area One – 2025 Project benefits all Assessable Property within the Assessment Area One – 2025 Project Area within the District proportionally. The relative benefit level can be compared by defining "equivalent" units of measurement by Product Type to compare dissimilar Product Types. This is accomplished by estimating the relationship between the Product Types, based on each Product Type's relative benefit from the CIP. Equivalent Assessment Unit (EAU) methodologies are well established as a fair and reasonable proxy for estimating the benefit received by privately benefiting properties. One (1) EAU has been assigned to the 52' residential Product as a baseline, with a proportional increase or decrease relative to other planned residential Product Types and sizes. Table 1 outlines EAU assignments for residential Product Types under the current Development Plan. If future assessable property is added or other Product Types are contemplated, this First Supplemental Report will be amended to reflect such a change.

The benefit allocation method is based on the special benefit received from infrastructure improvements relative to the benefit of Assessable Property by use and size compared to other Assessable Property within Assessment Area One – 2025 Project Area of the District. According to F.S. 170.02, the District's governing body must determine and adopt the methodology by which special assessments are allocated to specifically benefited property. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Property. The benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within Assessment Area One – 2025 Project Area of the District for levy and collection. The allocation of benefits and special assessments associated with the 2025 Project are demonstrated in Tables 2, 4A, and 4B. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per-parcel basis, thereby reducing the annual debt service assessment associated with the Bonds.

### VIII. ASSIGNMENT OF ASSESSMENTS

This section sets out the manner in which special assessments will be assigned. It establishes a lien on Assessable Property within Assessment Area One – 2025 Project Area of the District concerning the 2025 Project. Regarding the Assessable Property, the special assessments are assigned to all private properties within Assessment Area One – 2025 Project Area on a gross acreage basis until the developable acreage is platted. The Platted Units will then be reviewed for use and product types. According to Section 193.0235, Florida Statutes, certain privately or publicly owned "common elements" such as clubhouses, amenities, lakes, and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

It is helpful to consider three distinct states or conditions of development within a community. The initial condition is the "undeveloped state". At this point, the public infrastructure may or may not be installed, and none of the Planned Units in the Development Plan relating to the 2025 Project, within Assessment Area One – 2025 Project Area, have been platted. This condition exists when the infrastructure program is financed before any development. In the



undeveloped state, all of the private lands within Assessment Area One – 2025 Project Area benefit from the 2025 Project, and all of the assessable land within Assessment Area One – 2025 Project Area would be assessed to repay the Bonds. While the land is "undeveloped," special assessments will be assigned on an equal acre basis across all the gross acreage of Assessable Property within Assessment Area One – 2025 Project Area. Debt will not be solely assigned to parcels with development rights, but to undevelopable parcels to ensure the integrity of development plans, rights, and entitlements.

The second condition is "ongoing development". At this point, if not already in place, the installation of public infrastructure has begun. Additionally, the Development Plan has started to take shape. As lands subject to special assessments are platted and fully developed, they are assigned specific assessments concerning the estimated benefit each Platted Unit receives from the 2025 Project. The debt balance is allocated on a per-acre basis as described in the preceding paragraph. Therefore, each fully developed, Platted Unit would be assigned special assessments according to its Product Type classification as outlined in Tables 4A & 4B. It is not contemplated that any unassigned debt would remain once all of the 1,208 lots (generating at least 1,174.87 EAUs) associated with the CIP are platted and fully developed. If such a condition were to occur, the true-up provisions within this First Supplemental Report may be applicable.

The third condition is the "completed development state." In this condition, the entire Development Plan for the 2025 Project has been platted, and the total par value of the Bonds has been assigned as specific assessments to each of the Platted Units within Assessment Area One – 2025 Project Area, with any applicable true-up payments having been made.

### IX. FINANCING INFORMATION

The District will finance a portion of the 2025 Project by issuing the Bonds secured by the Assessable Properties within Assessment Area One– 2025 Project Area. As shown in Table 3, a number of items will comprise the bond sizing, such as capitalized interest, a debt service reserve, issuance costs, and rounding. The Underwriter has provided the terms of the Series 2025 Bond.

# X. TRUE-UP MODIFICATION

During the construction of the 2025 Project, it is possible that the number of residential units built may change, thereby necessitating a modification to the per-unit allocation of the special assessment principal. To ensure the District's debt does not build up on the Unplatted Parcels within Assessment Area One– 2025 Project Area, the District shall apply the following test outlined in this "true-up methodology."

The debt per acre remaining on the Unplatted Parcels within Assessment Area One -2025 Project Area may not increase above its ceiling debt per gross acre. The ceiling level of debt per gross acre is calculated as the total amount of debt for the Bonds divided by the number of Unplatted Parcels within Assessment Area One -2025 Project Area. Thus, every time the test is applied, the debt encumbering the remaining Unplatted Parcels within Assessment Area One -2025 Project Area must remain equal to or lower than the ceiling level of debt per Unplatted Parcel. If the debt per Unplatted Parcel is found to be above the established maximum, the District would require a density reduction payment in an amount



sufficient to reduce the remaining debt per Unplatted Parcel within the Assessment Area One – 2025 Project Area to the ceiling amount based on the schedule found in Exhibit A, the Final Assessment Roll, which amount will include accrued interest to the first Quarterly Redemption Date (as defined in the supplemental trust relating to the Bonds) which occurs at least 45 days following such debt reduction payment.

Upon recording each plat or re-plat submitted to subdivide lands within Assessment Area One – 2025 Project Area, true-up tests shall be performed. If upon the completion of any true-up analysis, it is found the debt per Unplatted Parcel exceeds the established maximum ceiling debt per Unplatted Parcel, or there is not sufficient development potential in the remaining acreage of Assessment Area One – 2025 Project Area to produce the EAU densities required to service the Bond debt adequately, the District shall require the immediate remittance of a density reduction payment, plus accrued interest as applicable, in an amount sufficient to reduce the remaining debt per Unplatted Parcel to the ceiling amount per Unplatted Parcel and to allow the remaining acreage within Assessment Area One – 2025 Project Area to service the Bond debt upon development adequately. The final test shall be applied at the platting of 100% of the Units within Assessment Area One – 2025 Project Area, provided no further replat is permitted.

True-up payment requirements may be suspended if the applicable landowner can demonstrate, to the reasonable satisfaction of the District and Inframark, that there is sufficient development potential in the remaining acreage within Assessment Area One – 2025 Project Area to produce the densities required to service the Bond debt adequately. The Landowner and the District will enter into a true-up agreement to evidence the obligations described in this section.

All assessments levied run with the land, and it is the District's responsibility to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made.

### XI. ADDITIONAL STIPULATIONS

The District retained Inframark to prepare a methodology to fairly allocate the special assessments related to the District's 2025 Project relating to Assessment Area One – 2025 Project Area. Inframark adopts and agrees to the terms and provisions of the *Master Report*, as provided to support benefit and Maximum Assessments (as defined in the Master Report) on private developable property within the Assessment Area One – 2025 Project Area within the District, which supports this First Supplemental Report and application of assessments within Assessment Area One – 2025 Project Area in connection with the Bonds.

Certain financing, development, and engineering data were provided by members of the District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding said information transactions beyond the restatement of the factual information necessary to compile this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.



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

TABLE 1

Planned Development Program, Product Types and Assignment of Equivalent Assessment Units
(EAUs)

2025 PROJECT DEVELOPMENT PROGRAM										
2025 PROJECT - SERIES 2025 BONDS										
PRODUCT TYPE	<b>EAU FACTOR</b>	POD - 1	POD - 2	POD - 3	TOTAL	EAUs				
Condo	0.37			80	80	29.23				
36	0.69	54			54	37.38				
37	0.71			68	68	48.38				
37.5	0.72		90		90	64.90				
42	0.81	68			68	54.92				
45	0.87		57		57	49.33				
47	0.90			60	60	54.23				
52	1.00	173	34	87	294	294.00				
57	1.10		67		67	73.44				
62	1.19	170		55	225	268.27				
72	1.38	89	56		145	200.77				
TOTAL		554	304	350	1,208	1,174.87				

### Table 1 Notations:

- EAU factors assigned based on product type as identified by the Developer and do not reflect front footage of planned lots.
- 2) Any Development Plan changes will require recalculations pursuant to the true-up provisions within this Report.



TABLE 2

2025 PROJECT PROGRAM COSTS										
2025 PROJECT										
ITEM	s	hared Cost	I	Direct Cost		TOTAL				
Drainage and Surface Water Management System	\$	,	\$	25,069,000	\$	25,069,000				
Onsite Roadways	\$	-	\$	8,036,000	\$	8,036,000				
Onsite Utilities**	\$	-	\$	31,114,000	\$	31,114,000				
Off-site Utilities and Roadway Improvements	\$	19,080,000	\$	-	\$	19,080,000				
Enviormental Restoration, Mitigation, Flood Control	\$	2,700,000	\$	8,618,000	\$	11,318,000				
Professional Consultant Fees	\$	1,851,600	\$	5,099,000	\$	6,950,600				
	\$	23,631,600	\$	77,936,000	\$	101,567,600				
		Proceeds fro	m Ser	ies 2025 Bonds	\$	67,066,840				
			Dev	eloper Funding	\$	34,500,760				

### Table 2 Notations:

Cost based on values provided within the October 24, 2023, Master Engineer's Report, supplemented by Supplemental #1 on June 18, 2025



<sup>\*</sup>Onsite utilities cost estimate includes utility impact fees which the Developer will initially pay on behalf of the District

Table 3

Average Coupon Rate			<b>5.90</b> %
Term (Years)			32
Principal Amortization Installments			30
ISSUE SIZE		\$84,00	0,000
Construction Fund		\$67,066	6,840
Original Issue Discount		\$38	4,673
Capitalized Interest (Months)	22	\$8,66	2,103
Debt Service Reserve Fund	100%	\$5,97	72,631
Cost of Issuance		\$1,91	13,753
Rounding			\$0
ANNUAL ASSESSMENT			
Net Annual Assessment		\$ 5,97	72,631
Collection Costs and Disc	counts 4%	\$ 24	8,860

# Table 3 Notations:

 Any development costs to complete the 2025 Project not financed in the Series 2025 Bonds will be paid by developer funding and a completion agreement.



Table 4A

PRODUCT TYPE <sup>(1)</sup>	PER Unit Eau	TOTAL EAUs	% OF EAUS	UNITS <sup>(2)</sup>	NET IMPROVEMENT BENEFIT - PER PRODUCT TYPE	CONTRIBUTION IN LIEU OF FINANCING - PER PRODUCT TYPE <sup>(3)</sup>	NET AMOUNT PER PRODUCT TYPE FUNDED WITH SERIES 2025 BONDS	PERCENTAG NET IMPROVEME FINANCE
Condo	0.37	29.23	2.5%	80	\$2,527,012	\$858,382	\$1,668,630	2.49%
36	0.69	37.38	3.2%	54	\$3,231,916	\$1,097,826	\$2,134,090	3.18%
37	0.71	18.38	4.1%	68	\$4,182,870	\$1,420,849	\$2,762,021	4.12%
37.5	0.72	64.90	5.5%	90	\$5,610,964	\$1,905,948	\$3,705,017	5.52%
42	0.81	54.92	4.7%	68	\$4,748,123	\$1,612,855	\$3,135,267	4.67%
45	0.87	49.33	4.2%	57	\$4,264,333	\$1,448,520	\$2,815,813	4.20%
47	0.90	54.23	4.6%	60	\$4,688,273	\$1,592,525	\$3,095,747	4.62%
52	1.00	294.00	25.0%	294	\$25,416,422	\$8,633,520	\$16,782,902	25.02%
57	1.10	73.44	6.3%	67	\$6,349,118	\$2,156,686	\$4,192,432	6.25%
62	1.19	268.27	22.8%	225	\$23,191,986	\$7,877,917	\$15,314,069	22.83%
72	1.38	200.77	17.1%	145	\$17,356,583	\$5,895,732	\$11,460,852	17.09%
		1,174.87	100.0%	1208	\$101,567,600	\$34,500,760	\$67,066,840	

### Table 4A Notations:

- 1) Any development program changes will require recalculations according to the True-Up provisions within this report.
- 2) The unit count is an approximation and is subject to change upon the final plat.
- 3) Developer Contributions made to complete the 2025 Project on a per product type basis.

Table 4B

	•							
					PRODU	CT TYPE	PER	UNIT
PRODUCT TYPE	PER UNIT	TOTAL EAUs	% OF EAUS	UNITS <sup>(2)</sup>	TOTAL PRINCIPAL	ANNUAL ASSESSMENT	TOTAL PRINCIPAL	TOTAL ASSESSMENT
Condo	0.37	29.2	2.5%	80	\$2,089,928	\$148,600	\$32,217	\$2,291
36	0.69	37.4	3.2%	54	\$2,672,909	\$190,051	\$49,204	\$3,499
37	0.71	48.4	4.1%	68	\$3,459,382	\$245,972	\$50,571	\$3,596
37.5	0.72	64.9	5.5%	90	\$4,640,466	\$329,950	\$51,254	\$3,644
42	0.81	54.9	4.7%	68	\$3,926,866	\$279,211	\$57,404	\$4,082
45	0.87	49.3	4.2%	57	\$3,526,754	\$250,762	\$61,505	\$4,373
47	0.90	54.2	4.6%	60	\$3,877,367	\$275,691	\$64,238	\$4,568
52	1.00	294.0	25.0%	294	\$21,020,281	\$1,494,600	\$71,072	\$5,053
57	1.10	73.4	6.3%	67	\$5,250,945	\$373,357	\$77,906	\$5,539
62	1.19	268.3	22.8%	225	\$19,180,594	\$1,363,793	\$84,740	\$6,025
72	1.38	200.8	17.1%	145	\$14,354,509	\$1,020,645	\$98,408	\$6,997
		1,174.9	100%	1,208	\$84,000,000	\$5,972,631		

### Table 4 Notations:

- 1) Any development program changes will require recalculations according to the True-Up provisions within this report.
- 2) The unit count is an approximation and is subject to change upon the final plat.
- 3) Annual assessments are net of collection costs and early payment discounts.



# **EXHIBIT A**

The available net proceeds from the Series 2025 Bonds issued in the principal amount of \$84,000,000 by the District to pay for the 2025 Project improvements is approximately \$67,066,840 payable in 30 annual installments after any capitalized interest period, of \$10,505 per gross acre. The maximum par debt is \$138,872.82 per gross acre and is outlined below.

Prior to platting, the debt associated with the 2025 Project will initially be allocated on a per-acre basis within the 2025 Assessment Area One - 2025 Project Area within the District. Upon platting, the principal and long-term assessment levied on each benefited property within the 2025 Project Area will be allocated to platted lots and developed units per this First Supplemental Report.

	ASSESSMENT ROL	<u>L*</u>		
TOTAL ASSESSMENT:	\$84,000,000	<u>)</u>		
ANNUAL ASSESSMENT:	<u>\$6,353,863</u>		(30 Installments)	
TOTAL GROSS	S ASSESSABLE ACRES +/-:_	604.87		
TOTAL ASSESSMENT PER AS	SSESSABLE GROSS ACRE:	\$138,873		
ANNUAL ASSESSMENT PER G	ROSS ASSESSABLE ACRE:	\$10,505	(30 Installments)	
			PER PARCEL A	SSESSMENTS
		Gross Unplatted	Total	Total
Landowner Name, Lee County Folio ID & Address		Assessable Acres	PAR Debt	Annual
Cam7 - Sub, LLC		604.87	\$84,000,000	\$6,353,863
Gross acres across described land in legal description.				
21101 Design Parc Lane Suite 103				
Estero FL 33928				
Totals:		604.87	\$84,000,000	\$6,353,863
*See Exhibit B for Assessment Area One - 2025 Project	t Legal Area			





### **DESCRIPTION**

Parcel in Section 26, Township 46 South, Range 27 East Lee County, Florida

A tract or parcel of land lying in Section 26, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 26 run N88°52'12"E along the North line of the Northwest Quarter (NW 1/4) said Section 26 for 566.21 feet; thence run So1°00'36"E for 100.00 feet to the POINT OF BEGINNING.

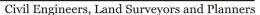
From said Point of Beginning run N88°52'12"E for 151.00 feet; thence run S01°00'36"E for 87.32 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 920.50 feet (delta 08°17'42") (chord bearing S05°09'27"E) (chord 133.15 feet) for 133.27 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 845.00 feet (delta 08°17'42") (chord bearing S05°09'27"E) (chord 122.23 feet) for 122.33 feet to a point of tangency; thence run So1°00'36"E for 156.49 feet; thence run N88°59'25"E for 176.00 feet; thence run S01°00'36"E for 205.00 feet; thence run S88°59'24"W for 13.70 feet; thence run S01°00'36"E for 155.00 feet; thence run N88°59'24"E for 816.50 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 320.00 feet (delta 31°02'32") (chord bearing \$75°29'20"E) (chord 171.26 feet) for 173.37 feet to a point on a non-tangent curve; thence run Northeasterly along an arc of a curve to the right of radius 980.00 feet (delta 00°36'36") (chord bearing N34°31'11"E) (chord 10.43 feet) for 10.43 feet to a point of tangency; thence run N34°49'29"E for 195.00 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of a curve to the right of radius 525.00 feet (delta 02°55'30") (chord bearing S56°38'16"E) (chord 26.80 feet) for 26.80 feet to a point of tangency; thence run S55°10'31"E for 46.76 feet; thence run N34°49'29"E for 155.00 feet; thence run N55°10'31"W for 46.76 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 680.00 feet (delta 18°02'47") (chord bearing N64°11'55"W) (chord 213.29 feet) for 214.18 feet; thence run No1°05'40"W along a non-tangent line for 109.23 feet; thence run N88°54'20"E for 803.25 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 200.00 feet (delta 40°15'46") (chord bearing S70°57'47"E) (chord 137.67 feet) for 140.54 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 210.00 feet (delta 40°15'46") (chord bearing \$70°57'47"E) (chord 144.55 feet) for 147.57 feet to a point of tangency; thence run N88°54'20"E for 107.56 feet; thence run N01°05'40"W for 466.57 feet; thence run N46°06'04"W for 78.29 feet; thence run N88°54'20"E for 260.72 feet; thence run S43°54'20"W for 78.28 feet; thence run S01°05'40"E for 528.39 feet; thence run N88°54'20"E for 34.82 feet; thence run S01°06'54"E for 371.23 feet; thence run S88°53'06"W for 34.96 feet; thence run S01°05'40"E for 79.97 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 75.00 feet (delta 90°01'14") (chord bearing \$46°06'17"E) (chord 106.08 feet) for 117.84 feet; thence run So1°06′54″E along a radial line for 50.00 feet; thence run S88°53′10″W for 29.60 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 90.00 feet (delta 89°58'50") (chord bearing \$43°53'45"W) (chord 127.26 feet) for 141.34 feet to a point of tangency; thence run So1°05'40"E for 51.48 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 625.00 feet (delta 01°25′51") (chord bearing S00°22′45"E) (chord 15.61 feet) for 15.61 feet; thence run



N89°18'46"E along a non-tangent line for 155.02 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 780.00 feet (delta 10°15'22") (chord bearing S05°15'40"W) (chord 139.44 feet) for 139.62 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 420.00 feet (delta 11°04'35") (chord bearing S04°51'04"W) (chord 81.07 feet) for 81.19 feet to a point of tangency; thence run Soo°41'14"E for 33.26 feet; thence run N89°18'46"E for 198.05 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 70.00 feet (delta 80°00'00") (chord bearing S50°41'14"E) (chord 89.99 feet) for 97.74 feet to a point of tangency; thence run S10°41'14"E for 180.37 feet to a point of curvature: thence run Southeasterly along an arc of a curve to the left of radius 80.00 feet (delta 74°48'06") (chord bearing S48°05'17"E) (chord 97.18 feet) for 104.44 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 2,040.00 feet (delta 10°23'39") (chord bearing N89°18'51"E) (chord 369.57 feet) for 370.08 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 80.00 feet (delta 72°15'11") (chord bearing N47°59'26"E) (chord 94.33 feet) for 100.88 feet to a point of tangency; thence run N11°51′50″E for 197.70 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 70.00 feet (delta 80°00'00") (chord bearing N51°51'50"E) (chord 89.99 feet) for 97.74 feet to a point of tangency; thence run S88°08'10"E for 196.16 feet; thence run S01°51'50"W for 53.40 feet; thence run S88°08'10"E for 155.00 feet; thence run N01°51'50"E for 33.40 feet; thence run S88°08'10"E for 50.00 feet; thence run S01°51'50"W for 14.27 feet; thence run S88°08'10"E for 155.00 feet; thence run S01°51'50"W for 255.28 feet to a point on a nontangent curve; thence run Easterly along an arc of a curve to the left of radius 4,940.00 feet (delta 01°47'09") (chord bearing N88°52'58"E) (chord 153.98 feet) for 153.98 feet to a point of tangency; thence run N87°59'23"E for 380.49 feet to an intersection with the East line of the Northeast Quarter (NE 1/4) said Section 26; thence run So1°09'27"E along said East line for 120.01 feet; thence run S87°59'23"W for 378.70 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 5,060.00 feet (delta 01°50'08") (chord bearing S88°54'27"W) (chord 162.09 feet) for 162.10 feet; thence run So1°51′50″W along a non-tangent line for 466.30 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 4,820.00 feet (delta 06°20'00") (chord bearing S01°18'10"E) (chord 532.53 feet) for 532.80 feet; thence run S85°31'50"W along a radial line for 155.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 4,975.00 feet (delta 00°19'10") (chord bearing So4°37'45"E) (chord 27.74 feet) for 27.74 feet; thence run S85°12'40"W along a radial line for 50.00 feet to a point on a radial curve; thence run Northwesterly along an arc of a curve to the left of radius 35.00 feet (delta 89°19'14") (chord bearing N49°26'57"W) (chord 49.20 feet) for 54.56 feet to a point of tangency; thence run S85°53'26"W for 120.30 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 5,180.00 feet (delta 04°08'04") (chord bearing S06°27'12"E) (chord 373.71 feet) for 373.79 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 1,820.00 feet (delta 19°40'13") (chord bearing S01°18'53"W) (chord 621.76 feet) for 624.83 feet to a point of tangency; thence run S11°08'59"W for 79.25 feet to a point on a non-tangent curve; thence run Westerly along an arc of a curve to the left of radius 1,680.00 feet (delta 22°46'31") (chord bearing S86°18'34"W) (chord 663.42 feet) for 667.81 feet to a point of tangency; thence run S74°55'18"W for 107.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 1,180.00 feet (delta 08°46'27") (chord bearing S19°27'55"E) (chord 180.53 feet) for 180.71 feet to a point of tangency; thence run S15°04'42"E for 170.58 feet to a point of curvature;



thence run Southerly along an arc of a curve to the right of radius 1,480.00 feet (delta 08°30'05") (chord bearing \$10°49'39"E) (chord 219.40 feet) for 219.60 feet; thence run S88°41'21"W along a non-tangent line for 49.52 feet; thence run S01°18'39"E for 205.00 feet; thence run S88°41'21"W for 64.24 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing S43°41'21"W) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run S01°18'39"E for 120.00 feet; thence run S88°41'21"W for 1,602.91 feet; thence run Noo°41'14"W for 96.31 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 1,005.00 feet (delta 07°57'27") (chord bearing No4°39'57"W) (chord 139.46 feet) for 139.58 feet to a point of cusp; thence run Southeasterly along an arc of a curve to the left of radius 35.00 feet (delta 82°39'59") (chord bearing S49°58'40"E) (chord 46.23 feet) for 50.50 feet to a point of tangency; thence run N88°41'21"E for 124.38 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 1,160.00 feet (delta 11°33'13") (chord bearing N11°55'18"W) (chord 233.51 feet) for 233.91 feet to a point of tangency; thence run N17°41'54"W for 355.67 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 640.00 feet (delta 24°58'15") (chord bearing No5°12'47"W) (chord 276.72 feet) for 278.93 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the left of radius 980.00 feet (delta 19°05'12") (chord bearing S85°09'06"E) (chord 324.96 feet) for 326.46 feet to a point of tangency; thence run N85°18'18"E for 43.39 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 2,180.00 feet (delta 12°22'43") (chord bearing N79°06'57"E) (chord 470.07 feet) for 470.98 feet to a point of tangency; thence run N72°55'35"E for 236.27 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the right of radius 980.00 feet (delta 21°10'03") (chord bearing N17°04'25"W) (chord 360.00 feet) for 362.06 feet; thence run S72°55'35"W along a non-tangent line for 236.27 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 1,820.00 feet (delta 12°22'43") (chord bearing \$79°06'57"W) (chord 392.44 feet) for 393.20 feet to a point of tangency; thence run S85°18'18"W for 43.39 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 620.00 feet (delta 19°01'13") (chord bearing N85°11'06"W) (chord 204.87 feet) for 205.82 feet; thence run N15°34'26"E along a non-tangent line for 128.17 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 1,160.00 feet (delta 16°15'40") (chord bearing No7°26'36"E) (chord 328.11 feet) for 329.22 feet to a point of tangency; thence run Noo°41'14"W for 45.02 feet; thence run S89°18'46"W for 205.00 feet; thence run Noo°41'14"W for 120.00 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing N45°41'14"W) (chord 49.50 feet) for 54.98 feet; thence run Noo°41'14"W along a radial line for 50.00 feet to a point on a radial curve; thence run Northeasterly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing N44°18'46"E) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run Noo°41'14"W for 140.00 feet; thence run S89°18'46"W for 155.00 feet; thence run S00°41'14"E for 20.00 feet; thence run S89°18'46"W for 24.78 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 780.00 feet (delta 35°00'54") (chord bearing S71°48'19"W) (chord 469.30 feet) for 476.68 feet to a point of reverse curvature; thence run Northwesterly along an arc of a curve to the right of radius 320.00 feet (delta 124°41'32") (chord bearing N63°21'22"W) (chord 566.89 feet) for 696.41 feet to a point of tangency; thence run No1°00'36"W for 159.78 feet; thence run S88°59'24"W for 360.00 feet; thence run No1°00'36"W for 2,050.40 feet; thence run N88°59'24"E for 125.00 feet;





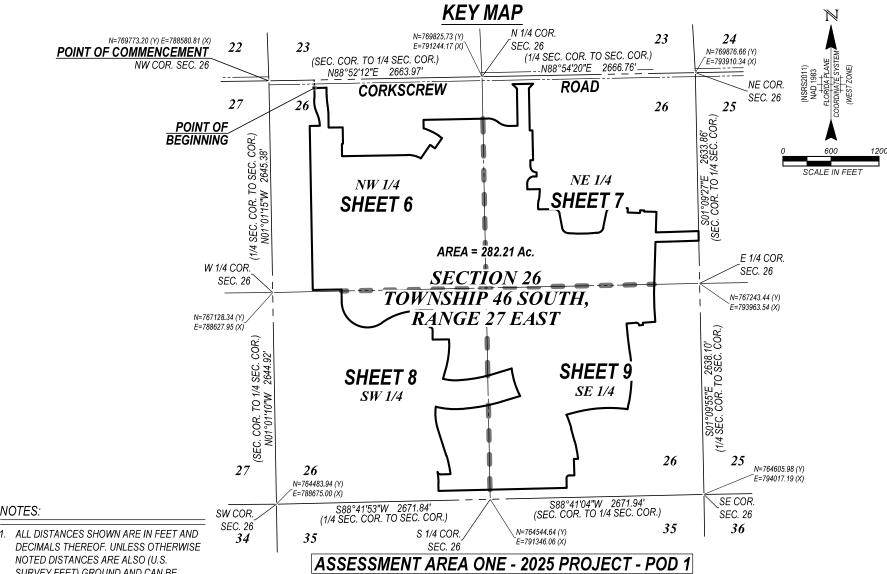
thence run No1°00'36"W for 3.81 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 369.00 feet (delta 24°55'27") (chord bearing N13°28'20"W) (chord 159.26 feet) for 160.52 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 331.00 feet (delta 32°50'39") (chord bearing N09°30'43"W) (chord 187.15 feet) for 189.74 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 269.00 feet (delta 07°55'12") (chord bearing N02°57'00"E) (chord 37.15 feet) for 37.18 feet to a point of tangency; thence run N01°00'36"W for 91.73 feet to the POINT OF BEGINNING. Containing 282.21 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the Northwest Quarter (NW 1/4) said Section 26 to bear N88°52'12"E.

Digitally signed by Scott A Wheeler Date: 2025.06.19 '09:39:45 -04'00

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

L:\24093 - Kingston Master CDD\surveying\descriptions\Sketch\24093SK02.doc



SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999626 TO OBTAIN GRID DISTANCES

- INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
- O.R. DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
- 4. PG. DENOTES PAGE.
- 5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26 TO BEAR N88°52'12"E.
- DESCRIPTION IS ATTACHED.

# THIS IS NOT A SURVEY

Digitally signed by Scott A Wheeler Date: 2025.06.19 '09:40:45 -04'00



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

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

DATE SIGNED:

SKETCH TO **ACCOMPANY** DESCRIPTION

DRAWN BY P. OLSEN

PLAN REVISION:

STRAP NUMBERS

CHECKED BY

SCALE

CIVIL ENGINEERING - LAND SURVEYING

www.barraco.net

2271 McGREGOR BLVD., SUITE 100 POST OFFICE DRAWER 2800

FORT MYERS, FLORIDA 33902-2800 PHONE (239) 461-3170

FORT MYERS | PANAMA CITY BEACH

ORIDA CERTIFICATES OF AUTHORIZATION

CAM7-SUB, LLC

21101 DESIGN PARC LANE, SUITE 103 ESTERO, FL 33928

PHONE (239) 425-8662 FAX (239) 425-8665

PROJECT DESCRIPTION

A PARCEL

OF LAND IN

SECTION 26.

TOWNSHIP 46

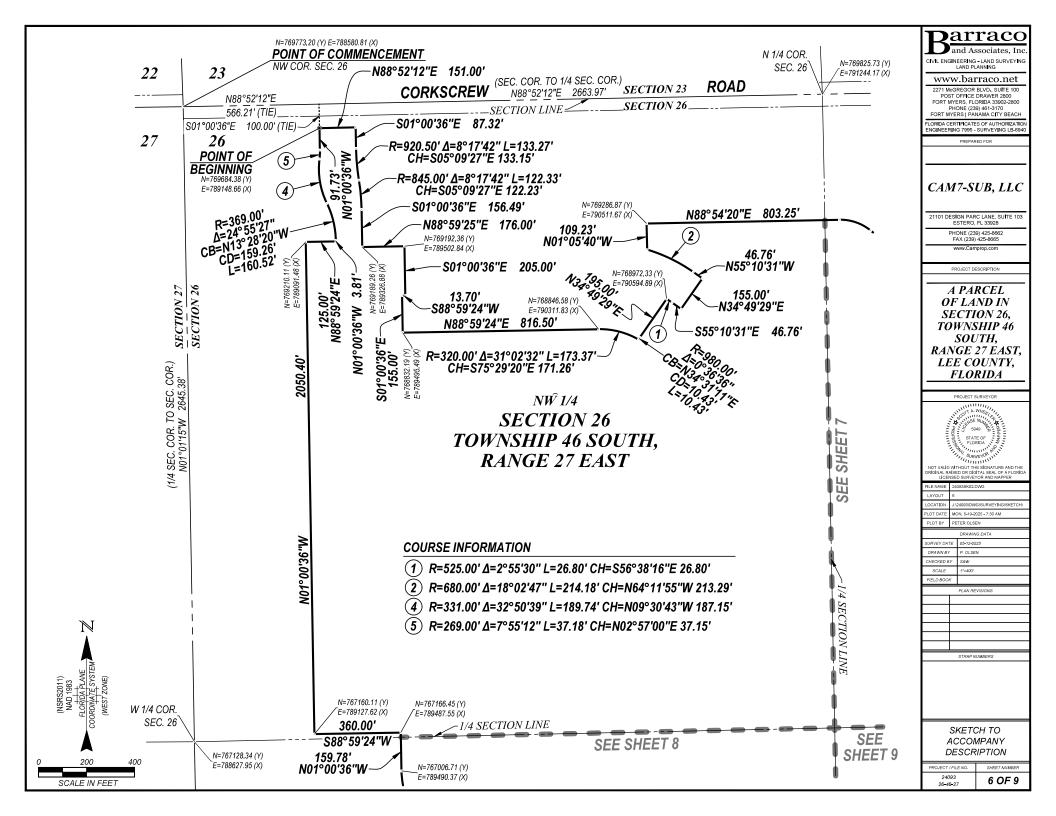
SOUTH,

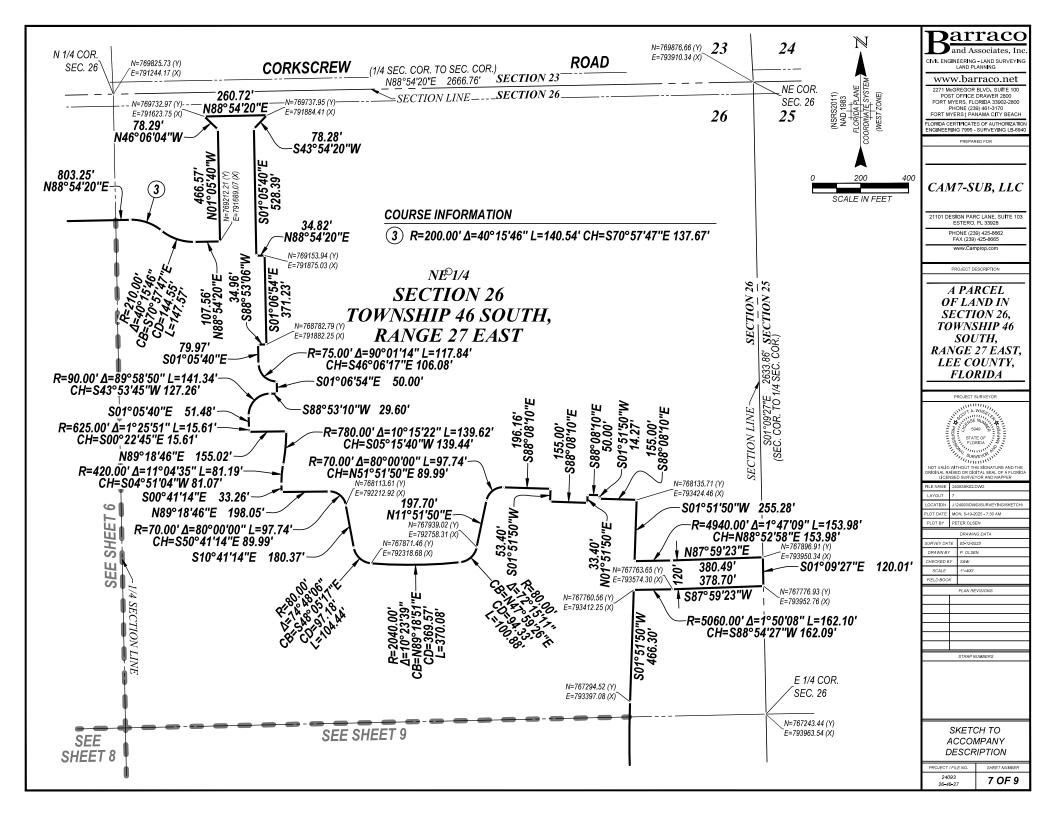
RANGE 27 EAST.

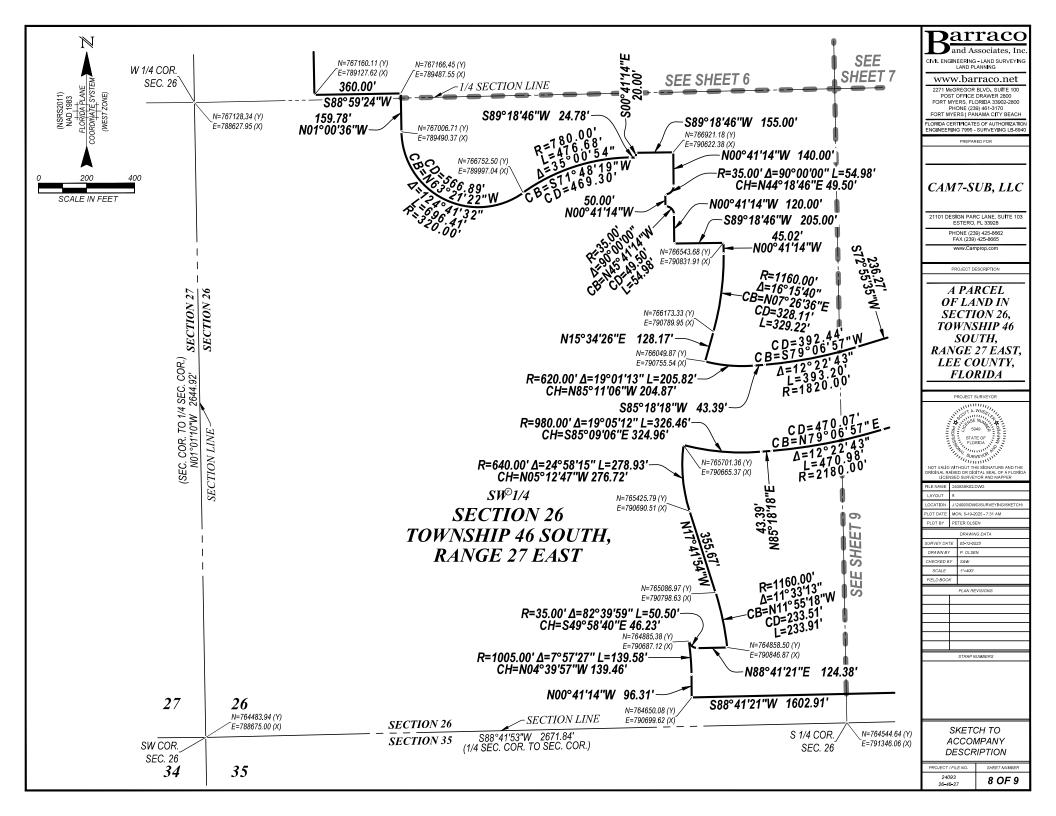
LEE COUNTY,

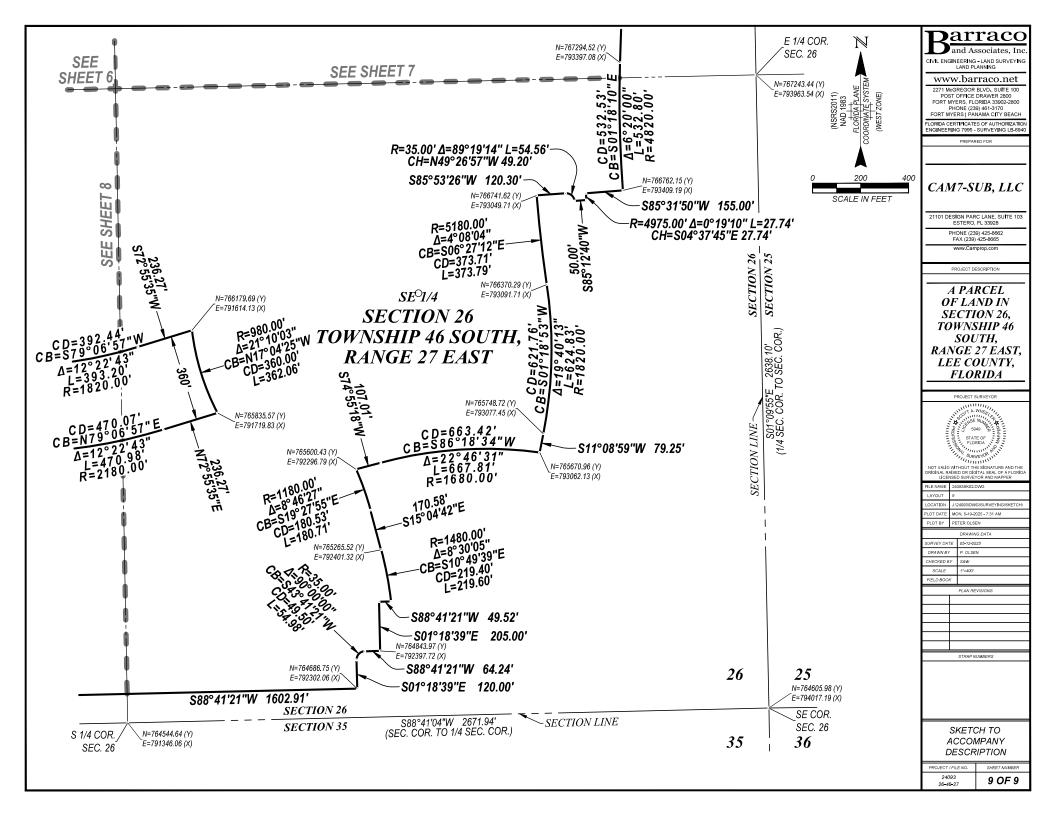
**FLORIDA** 

5 OF 9











#### DESCRIPTION

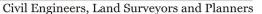
Parcel in Section 25, Township 46 South, Range 27 East Lee County, Florida

A tract or parcel of land lying in Section 25, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

#### PARCEL 1:

COMMENCING at the Northwest corner of said Section 25 run N88°51'23"E along the North line of the Northwest Quarter (NW 1/4) of said Section 25 for 395.02 feet; thence run Soo°35'07"E for 100.00 feet to the POINT OF BEGINNING.

From said Point of Beginning run N88°51'23"E for 178.01 feet; thence run S00°35'07"E for 471.80 feet; thence run S79°54'30"E for 149.54 feet; thence run N10°05'30"E for 125.00 feet; thence run S79°54'30"E for 643.33 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 1,380.00 feet (delta 35°32'12") (chord bearing S62°08'24"E) (chord 842.27 feet) for 855.92 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 1,020.00 feet (delta 18°35'16") (chord bearing S53°39'56"E) (chord 329.46 feet) for 330.91 feet to a point of tangency; thence run S62°57'34"E for 160.00 feet; thence run S27°02'26"W for 52.40 feet; thence run S62°57'34"E for 205.00 feet; thence run S27°02'26"W for 65.75 feet; thence run S62°57'34"E for 155.00 feet; thence run N27°02'26"E for 373.96 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 320.00 feet (delta 53°06'56") (chord bearing N53°35'54"E) (chord 286.14 feet) for 296.65 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the right of radius 40.00 feet (delta 98°50'54") (chord bearing S50°25'11"E) (chord 60.76 feet) for 69.01 feet to a point of tangency; thence run Soo°59'44"E for 1,052.51 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 40.00 feet (delta 90°00'00") (chord bearing S44°00'16"W) (chord 56.57 feet) for 62.83 feet to a point of tangency; thence run S89°00'16"W for 63.33 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 4,820.00 feet (delta 06°10'24") (chord bearing N87°54'32"W) (chord 519.09 feet) for 519.34 feet; thence run So3°24'36"W along a non-tangent line for 396.70 feet; thence run N86°35'24"W for 155.00 feet; thence run So3°24'36"W for 1.95 feet; thence run N86°35'24"W for 205.00 feet; thence run So3°24'36"W for 59.71 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 4,820.00 feet (delta 02°41'07") (chord bearing So4°45'10"W) (chord 225.88 feet) for 225.90 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the right of radius 40.00 feet (delta 90°42'36") (chord bearing S51°27'01"W) (chord 56.92 feet) for 63.33 feet to a point of tangency; thence run N83°11'41"W for 535.79 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 620.00 feet (delta 78°49'40") (chord bearing N43°46'51"W) (chord 787.30 feet) for 853.00 feet to a point on a nontangent curve; thence run Westerly along an arc of a curve to the left of radius 820.00 feet (delta 01°39'10") (chord bearing S88°48'58"W) (chord 23.65 feet) for 23.65 feet to a point of tangency; thence run S87°59'23"W for 336.55 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of a curve to the left of radius 980.00 feet (delta 79°42'49") (chord bearing S43°20'16"E) (chord 1,256.11 feet) for 1,363.44 feet to a point of tangency; thence run S83°11'41"E for 536.16 feet to a point of curvature; thence run



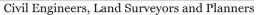


Southeasterly along an arc of a curve to the right of radius 40.00 feet (delta 90°00'00") (chord bearing S<sub>3</sub>8°11'41"E) (chord 56.57 feet) for 62.83 feet to a point of tangency; thence run So6°48'19"W for 143.95 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 2,820.00 feet (delta 01°00'02") (chord bearing So7°18'20"W) (chord 49.24 feet) for 49.24 feet to a point of compound curvature, said point being designated as POINT "A"; thence run Southwesterly along an arc of a curve to the right of radius 40.00 feet (delta 94°32'20") (chord bearing \$55°04'31"W) (chord 58.76 feet) for 66.00 feet to a point of tangency; thence run N77°39'19"W for 1,228.20 feet to a point of curvature, said point being designated as POINT "B"; thence run Westerly along an arc of a curve to the left of radius 480.00 feet (delta 23°46'55") (chord bearing N89°32'46"W) (chord 197.81 feet) for 199.23 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the right of radius 40.00 feet (delta 68°20'00") (chord bearing N67°16'14"W) (chord 44.93 feet) for 47.71 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the right of radius 1,120.00 feet (delta 01°24'51") (chord bearing N32°23'48"W) (chord 27.64 feet) for 27.64 feet; thence run S58°18'37"W along a radial line for 155.00 feet; thence run S59°24'46"W for 50.01 feet; thence run S58°21'07"W for 155.00 feet to a point on a radial curve; thence run Northerly along an arc of a curve to the right of radius 1,480.00 feet (delta 38°10'05") (chord bearing N12°33'51"W) (chord 967.78 feet) for 985.91 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 2,320.00 feet (delta 07°54'45") (chord bearing No2°33'49"E) (chord 320.14 feet) for 320.39 feet; thence run S87°59'23"W along a radial line for 117.56 feet to an intersection with the West line of the Northwest Quarter (NW 1/4) of said Section 25; thence run No1°09'27"W along said West line for 50.01 feet; thence run N87°59'23"E for 116.81 feet to a point on a nontangent curve; thence run Northerly along an arc of a curve to the left of radius 2,320.00 feet (delta 12°31'41") (chord bearing No8°53'30"W) (chord 506.27 feet) for 507.28 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 980.00 feet (delta 14°03'33") (chord bearing No8°07'34"W) (chord 239.87 feet) for 240.47 feet to a point of tangency; thence run No1°05'47"W for 353.77 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 480.00 feet (delta 63°14'46") (chord bearing N30°31'35"E) (chord 503.35 feet) for 529.85 feet; thence run S27°51'02"E along a radial line for 125.00 feet to a point on a radial curve; thence run Northeasterly along an arc of a curve to the right of radius 355.00 feet (delta 08°30′59") (chord bearing N66°24′28"E) (chord 52.72 feet) for 52.77 feet; thence run Noo°35'07"W along a non-tangent line for 483.11 feet to the POINT OF BEGINNING. Containing 141.02 acres, more or less.

#### PARCEL 2:

COMMENCING at said POINT "A" run S44°27'26"E for 798.71 feet to the POINT OF BEGINNING.

From said Point of Beginning run N58°07'43"E for 50.48 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 40.00 feet (delta 22°48'02") (chord bearing N69°31'43"E) (chord 15.81 feet) for 15.92 feet to a point of tangency; thence run N80°55'44"E for 72.77 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 40.00 feet (delta 20°02'45") (chord bearing S89°02'53"E) (chord 13.92 feet) for 13.99 feet to a point of tangency; thence run S79°01'31"E for 59.00 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 40.00 feet (delta 80°44'24") (chord bearing S38°39'19"E)





(chord 51.82 feet) for 56.37 feet to a point of tangency; thence run So1°42′53″W for 119.29 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 40.00 feet (delta 18°00′32″) (chord bearing S10°43′09″W) (chord 12.52 feet) for 12.57 feet to a point of tangency; thence run S19°43′25″W for 35.73 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 48.00 feet (delta 61°24′33″) (chord bearing S50°25′41″W) (chord 49.02 feet) for 51.45 feet to a point of tangency; thence run S81°07′58″W for 115.47 feet to a point on a non-tangent curve; thence run Westerly along an arc of a curve to the right of radius 48.00 feet (delta 47°55′32″) (chord bearing N81°31′58″W) (chord 38.99 feet) for 40.15 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the right of radius 144.00 feet (delta 88°15′38″) (chord bearing N13°26′23″W) (chord 200.53 feet) for 221.82 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the right of radius 64.00 feet (delta 27°26′17″) (chord bearing N44°24′34″E) (chord 30.36 feet) for 30.65 feet to the POINT OF BEGINNING.

Containing 1.40 acres, more or less.

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# PARCEL 3:

COMMENCING at said POINT "B" run S36°07'45"E for 1,209.10 feet to the POINT OF BEGINNING.

From said Point of Beginning run Easterly along an arc of a curve to the right of radius 104.96 feet (delta 72°01'25") (chord bearing N74°41'49"E) (chord 123.42 feet) for 131.94 feet to a point of tangency; thence run S69°17'29"E for 34.97 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 104.96 feet (delta 64°52'53") (chord bearing S36°51'02"E) (chord 112.61 feet) for 118.86 feet to a point of tangency; thence run S04°24'36"E for 40.07 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 104.96 feet (delta 73°36'59") (chord bearing S32°23'54"W) (chord 125.77 feet) for 134.86 feet; thence run S00°50'06"E along a non-tangent line for 134.12 feet; thence run S89°09'54"W for 123.26 feet; thence run N00°50'06"W for 140.00 feet; thence run S89°09'54"W for 70.87 feet; thence run N00°50'06"W for 123.40 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 104.96 feet (delta 39°31'12") (chord bearing N18°55'30"E) (chord 70.97 feet) for 72.40 feet to a point of tangency; thence run N38°41'06"E for 28.79 feet to the POINT OF BEGINNING.

Containing 1.70 acres, more or less.

PARCEL 1, 2 & 3 together contain 144.12 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the Northwest Quarter (NW 1/4) of said Section 25 to bear N88°51'23"E.

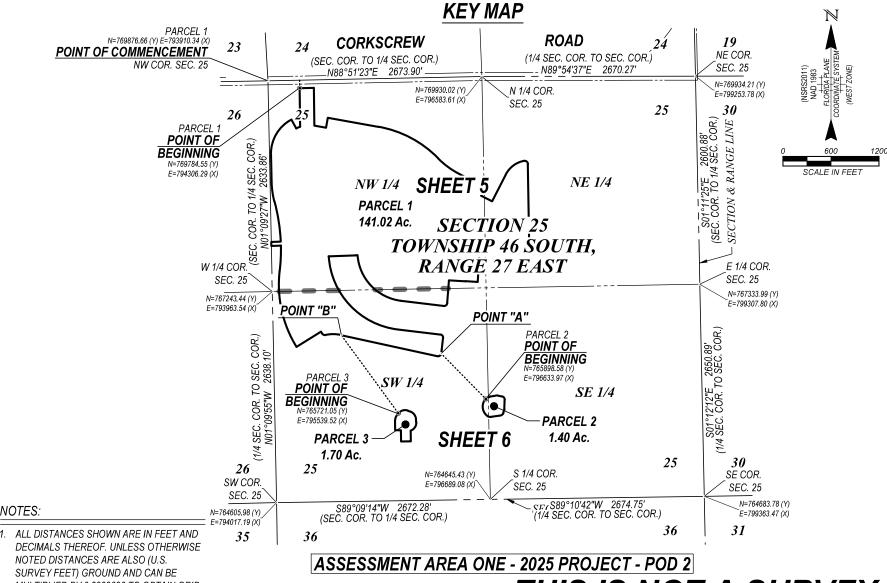
Digitally signed

by Scott A

Wheeler

Date: 2025.06.19
'09:41:19 -04'00

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



MULTIPLIED BY 0.9999626 TO OBTAIN GRID DISTANCES

INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.

- O.R. DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
- PG. DENOTES PAGE.
- 5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25 TO BEAR N88°51'23"E.

DESCRIPTION IS ATTACHED.

# THIS IS NOT A SURVEY

Digitally signed by Scott A Wheeler Date: 2025.06.19 '09:41:37 -04'00

STATE OF FLORIDA

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

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

DATE SIGNED:

SKETCH TO **ACCOMPANY** DESCRIPTION

arracc CIVIL ENGINEERING - LAND SURVEYING

www.barraco.net

2271 McGREGOR BLVD., SUITE 100 POST OFFICE DRAWER 2800

FORT MYERS, FLORIDA 33902-2800 PHONE (239) 461-3170

FORT MYERS | PANAMA CITY BEACH

ORIDA CERTIFICATES OF AUTHORIZATION

CAM7-SUB, LLC

21101 DESIGN PARC LANE, SUITE 103 ESTERO, FL 33928

PHONE (239) 425-8662

PROJECT DESCRIPTION

A PARCEL

OF LAND IN

SECTION 25.

TOWNSHIP 46

SOUTH,

RANGE 27 EAST.

LEE COUNTY,

**FLORIDA** 

DRAWN BY P. OLSEN

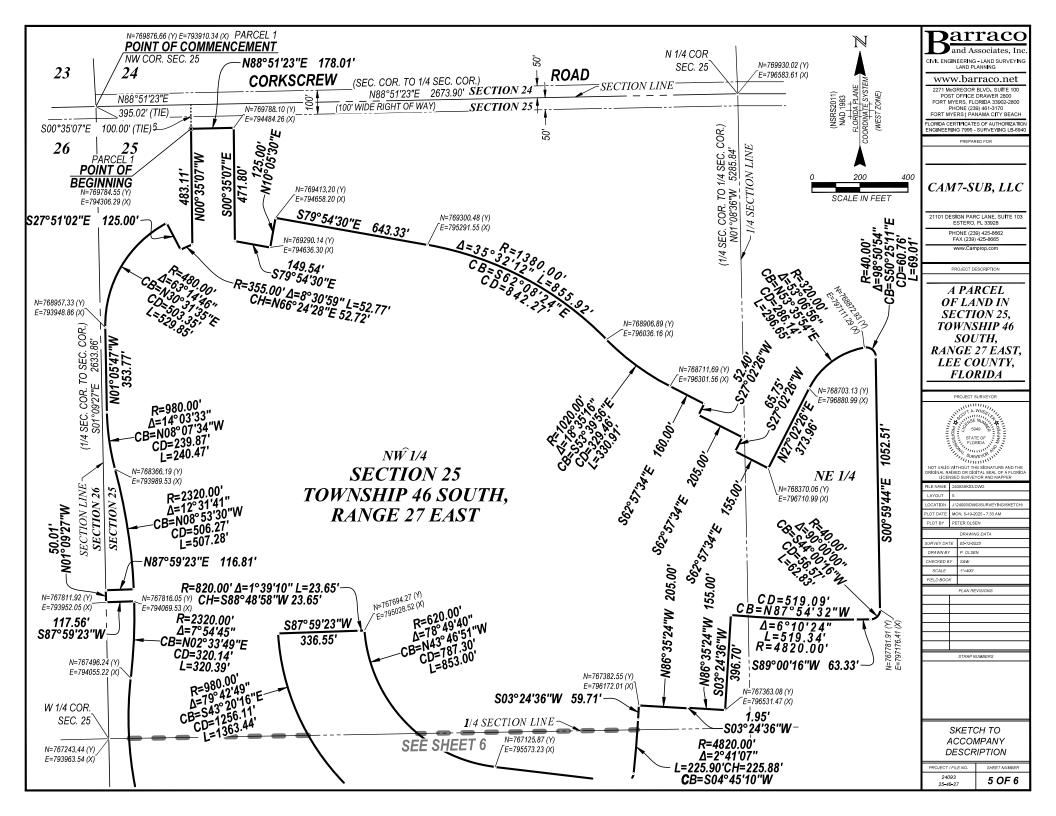
PLAN REVISION:

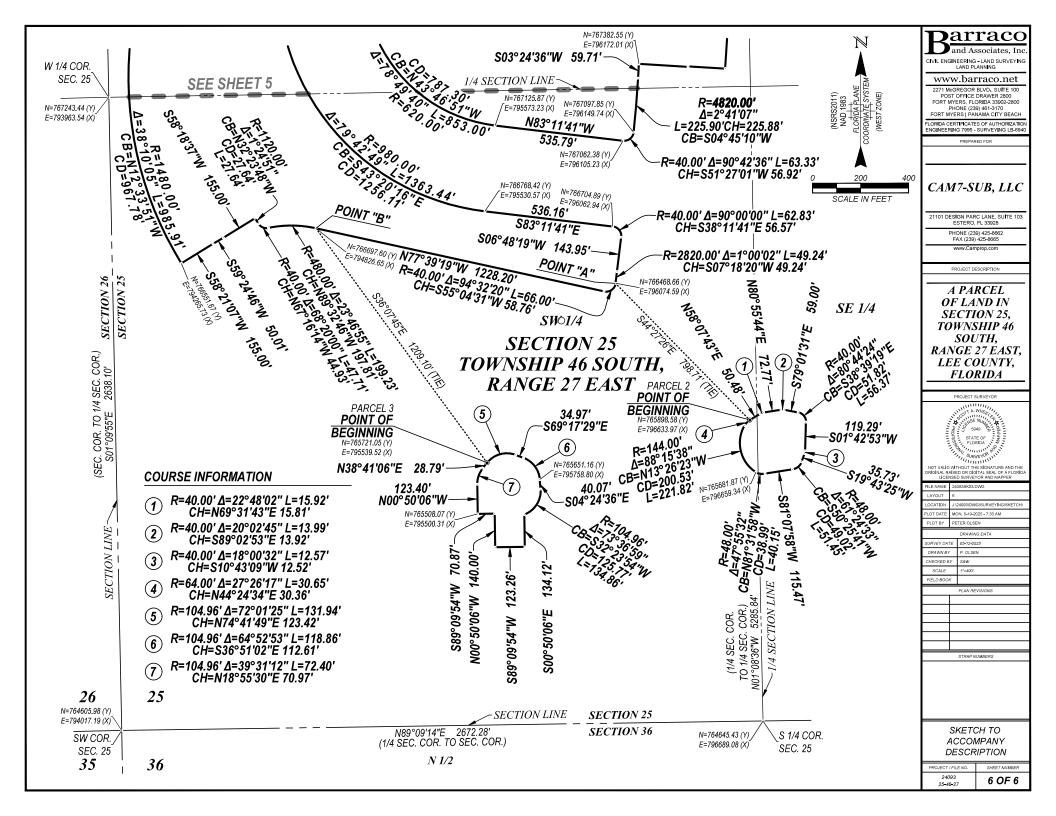
STRAP NUMBERS

CHECKED BY

SCALE

4 OF 6







#### DESCRIPTION

Parcel in Section 24, Township 46 South, Range 27 East Lee County, Florida

A tract or parcel of land lying in Section 24, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

#### PARCEL 1:

COMMENCING at the Southwest corner of said Section 24 run N88°51'23"E along the South line of the Southwest Quarter (SW 1/4) of said Section 24 for 388.52 feet; thence run Noo°35'07"W for 50.00 feet to an intersection with the North right of way line of Corkscrew Road, also being North line of the South 50 feet of said Section 24 and the POINT OF BEGINNING.

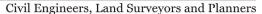
From said Point of Beginning run Noo°35'07"W for 163.68 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 605.00 feet (delta 27°55'18") (chord bearing N13°22'32"E) (chord 291.92 feet) for 294.83 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the right of radius 675.00 feet (delta 50°08'29") (chord bearing N28°19'58"W) (chord 572.04 feet) for 590.71 feet to a point of tangency; thence run No3°15'44"W for 546.46 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 1,675.00 feet (delta 12°59'31") (chord bearing No3°14'02"E) (chord 379.00 feet) for 379.81 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 2,825.00 feet (delta 13°00'02") (chord bearing N03°13'47"E) (chord 639.63 feet) for 641.00 feet to a point of tangency; thence run No3°16'15"W for 1,055.98 feet to a point of cusp; thence run Southeasterly along an arc of a curve to the left of radius 490.00 feet (delta 90°00'00") (chord bearing S48°16'15"E) (chord 692.96 feet) for 769.69 feet to a point of tangency; thence run N86°43'45"E for 559.87 feet; thence run No3°16'15"W for 165.00 feet; thence run N86°43'45"E for 139.89 feet to a point on a non-tangent curve, said point being designated as POINT "A"; thence run Southerly along an arc of a curve to the right of radius 1,810.00 feet (delta 08°41'25") (chord bearing S20°05'14"W) (chord 274.27 feet) for 274.53 feet to a point of tangency; thence run S24°25'56"W for 228.99 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 590.00 feet (delta 17°34'56") (chord bearing S15°38'28"W) (chord 180.34 feet) for 181.05 feet; thence run S83°09'00"E along a radial line for 165.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 425.00 feet (delta 02°01'40") (chord bearing S05°50'10"W) (chord 15.04 feet) for 15.04 feet; thence run S80°45'19"W along a non-tangent line for 41.45 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 1,310.00 feet (delta 15°57'19") (chord bearing S88°43'59"W) (chord 363.62 feet) for 364.80 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the left of radius 1,190.00 feet (delta 08°33'59") (chord bearing



N87°34'21"W) (chord 177.75 feet) for 177.92 feet to a point of tangency; thence run S88°08'40"W for 54.49 feet; thence run S01°51'20"E for 165.00 feet; thence run S88°08'40"W for 187.24 feet; thence run S00°57'40"E for 50.01 feet; thence run N88°08'40"E for 150.73 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 3,225.00 feet (delta 02°56'02") (chord bearing S00°24'39"W) (chord 165.13 feet) for 165.15 feet; thence run N88°08'40"E along a non-tangent line for 98.32 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 810.00 feet (delta 08°33′59") (chord bearing S87°34′21"E) (chord 120.99 feet) for 121.10 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 1,690.00 feet (delta 16°30'04") (chord bearing N88°27'37"E) (chord 485.03 feet) for 486.71 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 1,970.00 feet (delta 03°45'24") (chord bearing No5°35'26"W) (chord 129.14 feet) for 129.16 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the left of radius 35.00 feet (delta 91°23'04") (chord bearing N53°09'40"W) (chord 50.09 feet) for 55.82 feet; thence run No8°51'12"W along a radial line for 50.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the left of radius 1,475.00 feet (delta 00°09'59") (chord bearing N81°03'49"E) (chord 4.28 feet) for 4.28 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 35.00 feet (delta 91°59'52") (chord bearing N34°58′54″E) (chord 50.35 feet) for 56.20 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the left of radius 1,975.00 feet (delta 00°17'52") (chord bearing N11°09'58"W) (chord 10.26 feet) for 10.26 feet; thence run N78°41'06"E along a radial line for 50.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the right of radius 2,025.00 feet (delta 00°15'44") (chord bearing S11°11'02"E) (chord 9.26 feet) for 9.26 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 35.00 feet (delta 88°11'31") (chord bearing S55°08'55"E) (chord 48.71 feet) for 53.87 feet to a point of tangency; thence run N80°45'19"E for 618.05 feet to a point of curvature, said point being designated as POINT "B"; thence run Northeasterly along an arc of a curve to the left of radius 370.00 feet (delta 37°00'11") (chord bearing N62°15'14"E) (chord 234.82 feet) for 238.96 feet to a point of tangency; thence run N43°45'08"E for 132.09 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing No1°14'52"W) (chord 49.50 feet) for 54.98 feet; thence run N43°45'08"E along a radial line for 50.00 feet; thence run S46°14'52"E for 5.00 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing N88°45'08"E) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run N43°45'08"E for 5.00 feet; thence run S46°14'52"E for 50.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 35.00 feet (delta 90°00'00") (chord bearing So1°14'52"E) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run S46°14'52"E for 130.00 feet; thence run N43°45'08"E for 1,441.38 feet to a point being designated as POINT "C"; thence run S46°14'52"E for



10.43 feet; thence run S43°45'08"W for 165.00 feet; thence run S46°14'52"E for 489.81 feet; thence run S43°45'08"W for 30.00 feet; thence run N46°14'52"W for 165.00 feet; thence run S43°45'08"W for 306.98 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 300.00 feet (delta 21°02'22") (chord bearing S54°16'19"W) (chord 109.54 feet) for 110.16 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 225.00 feet (delta 95°26'30") (chord bearing S17°04'15"W) (chord 332.94 feet) for 374.80 feet; thence run N59°21'00"E along a radial line for 165.00 feet to a point on a radial curve; thence run Southeasterly along an arc of a curve to the left of radius 60.00 feet (delta 31°11'00") (chord bearing S46°14'30"E) (chord 32.25 feet) for 32.66 feet; thence run S28°10'00"W along a radial line for 165.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the left of radius 225.00 feet (delta 95°27'14") (chord bearing N70°26'23"E) (chord 332.98 feet) for 374.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 300.00 feet (delta 21°02'22") (chord bearing N33°13'57"E) (chord 109.54 feet) for 110.16 feet to a point of tangency; thence run N43°45'08"E for 300.98 feet; thence run N46°14'52"W for 165.00 feet; thence run N43°45'08"E for 36.00 feet; thence run S46°14'52"E for 73.26 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 310.00 feet (delta 46°14'43") (chord bearing S23°07'30"E) (chord 243.47 feet) for 250.21 feet to a point of tangency; thence run Soo°oo'o9"E for 988.36 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 610.00 feet (delta 35°00'11") (chord bearing S17°29'57"W) (chord 366.89 feet) for 372.66 feet to a point of tangency; thence run S35°00'02"W for 265.37 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 210.00 feet (delta 54°23'36") (chord bearing S62°11'50"W) (chord 191.96 feet) for 199.36 feet to a point of tangency; thence run S89°23'38"W for 52.82 feet to a point being designated as POINT "D"; thence run Soo°36'22"E for 165.00 feet; thence run S89°23'38"W for 45.05 feet; thence run S00°36'22"E for 50.00 feet; thence run N89°23'38"E for 60.23 feet; thence run S00°36'22"E for 254.28 feet; thence run N89°21'17"E for 64.16 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 67°42'07") (chord bearing \$56°47'40"E) (chord 33.42 feet) for 35.45 feet to a point of tangency; thence run S22°56'36"E for 114.21 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 565.00 feet (delta 46°25'18") (chord bearing S46°09'15"E) (chord 445.35 feet) for 457.77 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 30.00 feet (delta 68°43'12") (chord bearing S35°00'19"E) (chord 33.86 feet) for 35.98 feet to a point of tangency; thence run Soo°38'43"E for 45.26 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 30.00 feet (delta 90°00'00") (chord bearing S44°21'17"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S89°21'17"W for 484.18 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the right of radius 165.00 feet (delta 29°09'01") (chord bearing S02°18'32"W) (chord 83.04 feet) for 83.95 feet to a point of reverse curvature; thence run





Southerly along an arc of a curve to the left of radius 185.00 feet (delta 17°31'45") (chord bearing So8°07'10"W) (chord 56.38 feet) for 56.60 feet to a point of tangency; thence run Soo°38'43"E for 94.17 feet; thence run S45°22'03"E for 56.84 feet to an intersection with said North right of way line of Corkscrew Road, also being North line of the South 50 feet of said Section 24; thence run S89°54'37"W along said North right of way line for 180.01 feet; thence run Noo°38'43"W for 295.32 feet; thence run S89°21'17"W for 334.73 feet to a point of cusp; thence run Northerly along an arc of a curve to the left of radius 225.00 feet (delta 207°39'38") (chord bearing N14°28'32"W) (chord 436.95 feet) for 815.48 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the right of radius 300.00 feet (delta 25°30'27") (chord bearing S74°26'53"W) (chord 132.46 feet) for 133.56 feet to a point being designated as POINT "E"; thence run Soo°38'43"E for 175.21 feet; thence run S89°21'17"W for 435.33 feet; thence run N00°38'43"W for 165.00 feet; thence run S89°21'17"W for 678.60 feet; thence run S00°38'43"E for 380.00 feet; thence run S89°21'17"W for 737.14 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 675.00 feet (delta 19°20'36") (chord bearing N80°58'25"W) (chord 226.80 feet) for 227.88 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 395.00 feet (delta 27°45'23") (chord bearing S13°17'35"W) (chord 189.49 feet) for 191.35 feet to a point of tangency; thence run Soo°35'07"E for 101.63 feet; thence run N88°51'23"E for 50.00 feet; thence run S00°35'07"E for 60.00 feet to an intersection with said North right of way line of Corkscrew Road, also being North line of the South 50 feet of said Section 24; thence run S88°51'23"W along said North right of way line for 260.01 feet to the POINT OF BEGINNING.

Containing 198.35 acres, more or less.

### LESS AND EXCEPT THE FOLLOWING 3 PARCELS:

#### LESS & EXCEPT PARCEL 4:

COMMENCING at said POINT "B" run S24°25'51"E for 97.71 feet to the POINT OF BEGINNING.

From said Point of Beginning run Northeasterly along an arc of a curve to the left of radius 465.00 feet (delta 33°50'52") (chord bearing N60°40'34"E) (chord 270.72 feet) for 274.70 feet to a point of tangency; thence run N43°45'08"E for 96.49 feet; thence run S46°14'52"E for 165.00 feet; thence run N43°45'08"W for 30.60 feet; thence run S46°14'52"E for 50.00 feet; thence run S43°45'08"W for 49.53 feet; thence run S46°14'52"E for 165.00 feet; thence run S43°45'08"W for 77.55 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.00 feet (delta 34°23'52") (chord bearing S60°57'04"W) (chord 499.71 feet) for 507.30 feet; thence run N11°51'00"W along a radial line for 165.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the left of radius 680.00 feet (delta 00°33'00") (chord bearing N77°52'30"E) (chord 6.53



feet) for 6.53 feet; thence run N12°24'00"W along a radial line for 215.00 feet to the POINT OF BEGINNING.

Containing 4.21 acres, more or less.

### LESS & EXCEPT PARCEL 5:

COMMENCING at said POINT "D" run N23°11'01"W for 359.42 feet to the POINT OF BEGINNING.

From said Point of Beginning run Northwesterly along an arc of a curve to the left of radius 1,530.00 feet (delta 29°49'35") (chord bearing N31°20'04"W) (chord 787.51 feet) for 796.47 feet to a point of tangency; thence run N46°14'52"W for 260.24 feet; thence run N43°45'08"E for 49.25 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 173.00 feet (delta 49°39'05") (chord bearing N68°34'41"E) (chord 145.27 feet) for 149.92 feet to a point of tangency; thence run S86°35'46"E for 12.01 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 125.00 feet (delta 65°03'58") (chord bearing N60°52'14"E) (chord 134.45 feet) for 141.95 feet to a point of tangency; thence run N28°20'15"E for 57.37 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 130.00 feet (delta 39°11'46") (chord bearing N47°56'08"E) (chord 87.21 feet) for 88.93 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the left of radius 127.00 feet (delta 21°33'20") (chord bearing N56°45'22"E) (chord 47.50 feet) for 47.78 feet; thence run S46°14'52"E along a non-tangent line for 515.02 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 55.00 feet (delta 12°10'04") (chord bearing S40°09'49"E) (chord 11.66 feet) for 11.68 feet to a point of tangency; thence run S34°04'47"E for 48.92 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 120.00 feet (delta 24°16'31") (chord bearing S46°13'03"E) (chord 50.46 feet) for 50.84 feet to a point of tangency; thence run \$58°21'18"E for 76.37 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 93.00 feet (delta 86°02'24") (chord bearing S15°20'06"E) (chord 126.90 feet) for 139.66 feet to a point of tangency; thence run S27°41'06"W for 12.64 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 108.00 feet (delta 27°41'15") (chord bearing S13°50'29"W) (chord 51.68 feet) for 52.19 feet to a point of tangency; thence run Soo°oo'o9"E for 100.55 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 110.00 feet (delta 29°28'15") (chord bearing S14°44'16"E) (chord 55.96 feet) for 56.58 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 93.00 feet (delta 65°55'11") (chord bearing S03°29'12"W) (chord 101.19 feet) for 107.00 feet to a point of tangency; thence run S36°26'48"W for 82.62 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 217.06 feet (delta 14°35'05") (chord bearing S29°09'15"W) (chord 55.10 feet) for 55.25 feet to a point of tangency; thence run S21°51'42"W for 14.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right



of radius 80.00 feet (delta 74°09'59") (chord bearing S58°56'42"W) (chord 96.48 feet) for 103.56 feet to a point of tangency; thence run N83°58'19"W for 20.79 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 95.00 feet (delta 22°26'58") (chord bearing S84°48'12"W) (chord 36.98 feet) for 37.22 feet to a point of tangency; thence run S73°34'44"W for 149.45 feet to the POINT OF BEGINNING.

Containing 12.92 acres, more or less.

#### LESS & EXCEPT PARCEL 6:

COMMENCING at POINT "E" run No7°10′59"W for 246.96 feet to the POINT OF BEGINNING.

From said Point of Beginning run Noo°36'22"W for 135.00 feet; thence run S89°23'38"W for 102.61 feet; thence run N00°36'22"W for 50.00 feet; thence run S89°23'38"W for 27.39 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 35.00 feet (delta 90°00'00") (chord bearing N45°36'22"W) (chord 49.50 feet) for 54.98 feet; thence run S89°23'38"W along a radial line for 50.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the right of radius 35.00 feet (delta 90°00'00") (chord bearing S44°23'38"W) (chord 49.50 feet) for 54.98 feet to a point of tangency; thence run S89°23'38"W for 100.00 feet; thence run N00°36'22"W for 246.44 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 960.00 feet (delta 07°07'33") (chord bearing No2°57'25"E) (chord 119.32 feet) for 119.40 feet; thence run S83°28'49"E along a radial line for 185.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 775.00 feet (delta 01°07'21") (chord bearing S05°57'31"W) (chord 15.18 feet) for 15.18 feet; thence run S84°36'09"E along a radial line for 135.00 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 640.00 feet (delta 06°00'13") (chord bearing S02°23'45"W) (chord 67.03 feet) for 67.06 feet to a point of tangency; thence run S00°36'22"E for 246.44 feet; thence run N89°23'38"E for 27.50 feet; thence run N00°36'22"W for 135.00 feet; thence run N89°23'38"E for 592.80 feet; thence run S00°36'22"E for 135.00 feet; thence run N89°23'38"E for 6.62 feet; thence run S00°36'22"E for 50.00 feet; thence run N89°23'38"E for 3.32 feet; thence run S00°36'22"E for 135.00 feet; thence run S89°23'38"W for 600.23 feet to the POINT OF BEGINNING.

Containing 6.95 acres, more or less.

PARCEL 1 net area 174.28 acres, more or less.

AND THE FOLLOWING 2 PARCELS:

#### PARCEL 2:

COMMENCING at said POINT "A" run S89°31'36"E for 760.45 feet to the POINT OF BEGINNING.



From said Point of Beginning N35°45'51"E for 43.28 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 60.00 feet (delta 36°51'51") (chord bearing N17°19'55"E) (chord 37.94 feet) for 38.60 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 125.00 feet (delta 134°51'09") (chord bearing N66°19'34"E) (chord 230.85 feet) for 294.20 feet to a point of tangency; thence run S46°14'52"E for 240.74 feet; thence run S43°45'08"W for 280.29 feet; thence run N46°14'52"W for 167.50 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 1,000.00 feet (delta 07°59'17") (chord bearing N50°14'30"W) (chord 139.31 feet) for 139.42 feet to the POINT OF BEGINNING. Containing 2.18 acres, more or less.

# PARCEL 3:

COMMENCING at said POINT "C" run N15°50'10"W for 445.29 feet to the POINT OF BEGINNING.

From said Point of Beginning run Northwesterly along an arc of a curve to the right of radius 300.00 feet (delta 48°04'15") (chord bearing N25°12'18"W) (chord 244.38 feet) for 251.70 feet to a point of tangency; thence run No1°10'10"W for 95.76 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 2,735.00 feet (delta 00°52'48") (chord bearing S85°54'02"E) (chord 42.01 feet) for 42.01 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 3,265.00 feet (delta 05°55'52") (chord bearing S88°25'34"E) (chord 337.83 feet) for 337.99 feet; thence run S01°23'30"E along a non-tangent line for 31.87 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 2,000.00 feet (delta 04°35'23") (chord bearing S03°41'12"E) (chord 160.17 feet) for 160.21 feet to a point on a non-tangent curve; thence run Southwesterly along an arc of a curve to the left of radius 550.00 feet (delta 32°19'37") (chord bearing S68°22'13"W) (chord 306.22 feet) for 310.32 feet to the POINT OF BEGINNING.

Containing 2.08 acres, more or less.

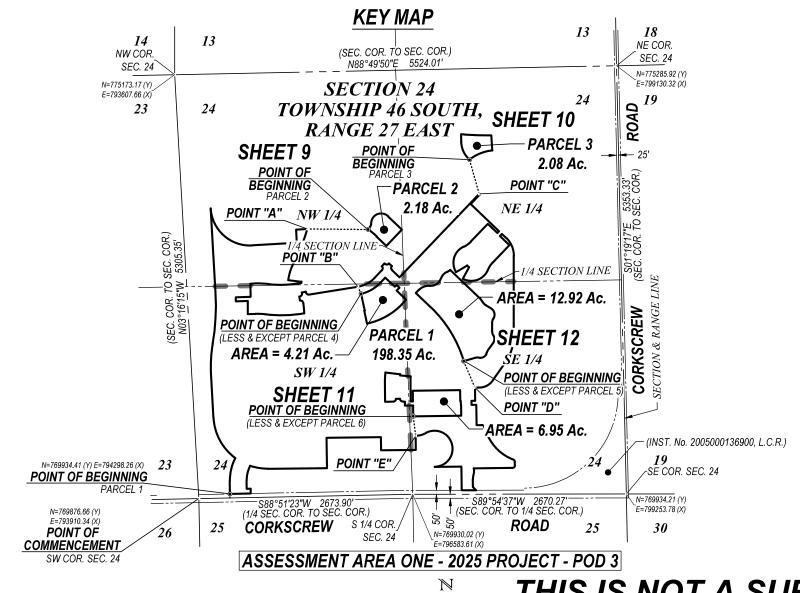
Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the South line of the Southwest Quarter (SW 1/4) of said Section 24 to bear N88°51'23"E.

Digitally signed by Scott A Wheeler

Date: 2025.06.19 '09:42:10 -04'00

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

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#### 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 0.9999626 TO OBTAIN GRID DISTANCES.
- INST. No.- DENOTES INSTRUMENT NUMBER. LEE COUNTY PUBLIC RECORDS.
- 3. O.R. DENOTES OFFICIAL RECORD BOOK. LEE COUNTY PUBLIC RECORDS.

- 4. PG. DENOTES PAGE.
- 5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24 TO BEAR N88°51'23"E.
- 6. DESCRIPTION IS ATTACHED.



# THIS IS NOT A SURVEY

Digitally signed by Scott A Wheeler Date: 2025.06.19 '09:42:27 -04'00

STATE OF

DATE SIGNED:

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

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

arracc

#### www.barraco.net

2271 McGREGOR BLVD., SUITE 100 POST OFFICE DRAWER 2800 FORT MYERS, FLORIDA 33902-2800 PHONE (239) 461-3170

FORT MYERS | PANAMA CITY BEACH ORIDA CERTIFICATES OF AUTHORIZATION

CAM7-SUB, LLC

21101 DESIGN PARC LANE, SUITE 103 ESTERO, FL 33928

PHONE (239) 425-8662

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 24. TOWNSHIP 46 SOUTH, RANGE 27 EAST LEE COUNTY, **FLORIDA** 

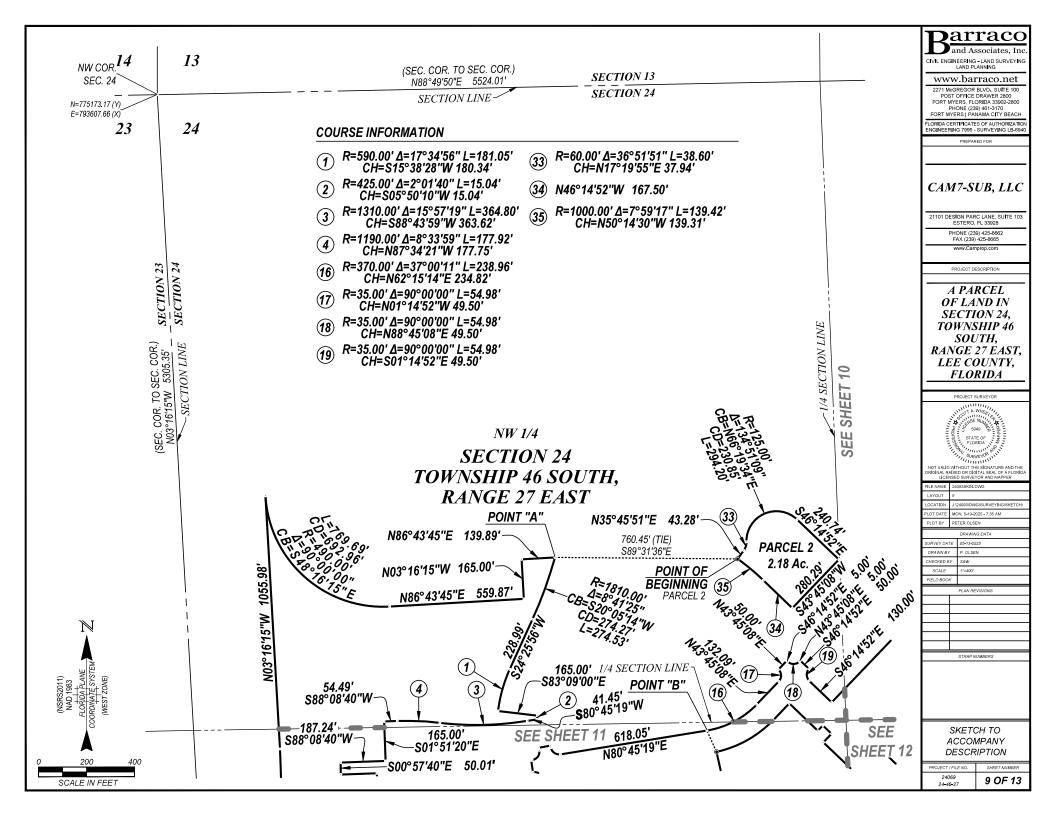


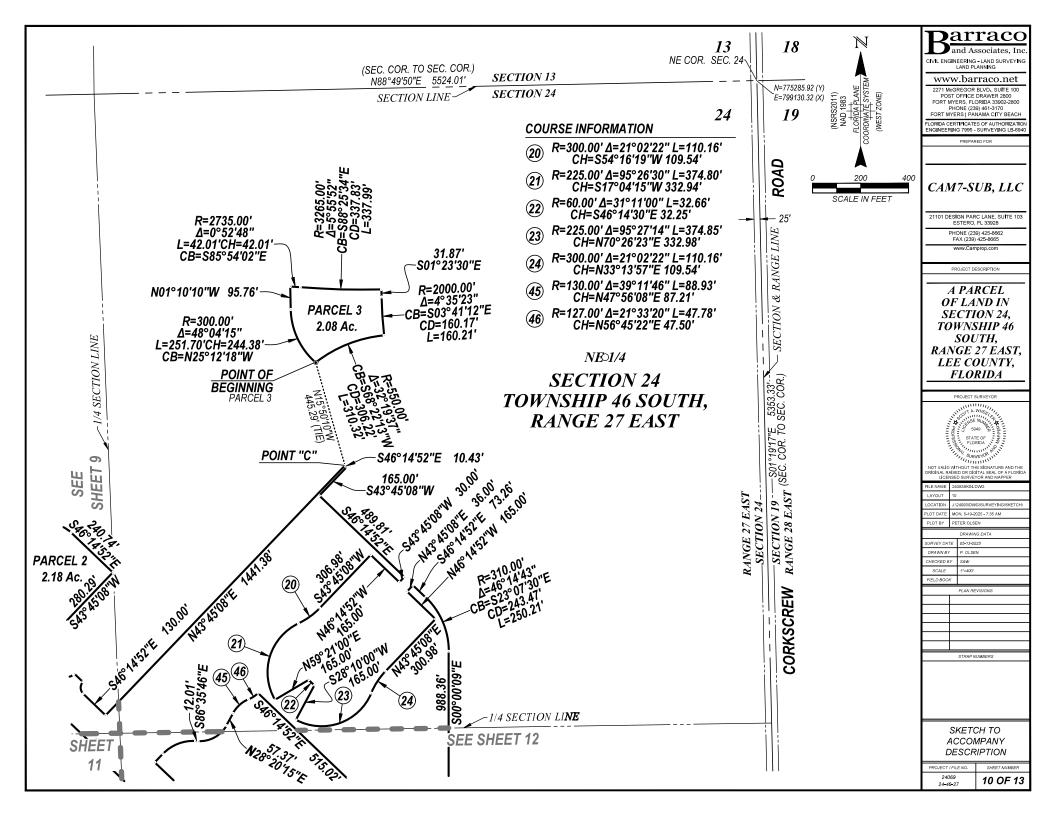
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PLOT DATE	MON. 5-19-2025 - 7:34 AM		
PLOT BY	PETER OLSEN		
DRAWING DATA			
SURVEY DATE		05-13-2025	
DRAWN BY		P. OLSEN	
CHECKED BY		SAW	
SCALE		1"=1200"	
FIELD BOOK			
PLAN REVISIONS			
09-16-2024 RE		VISE BOUNDARY	

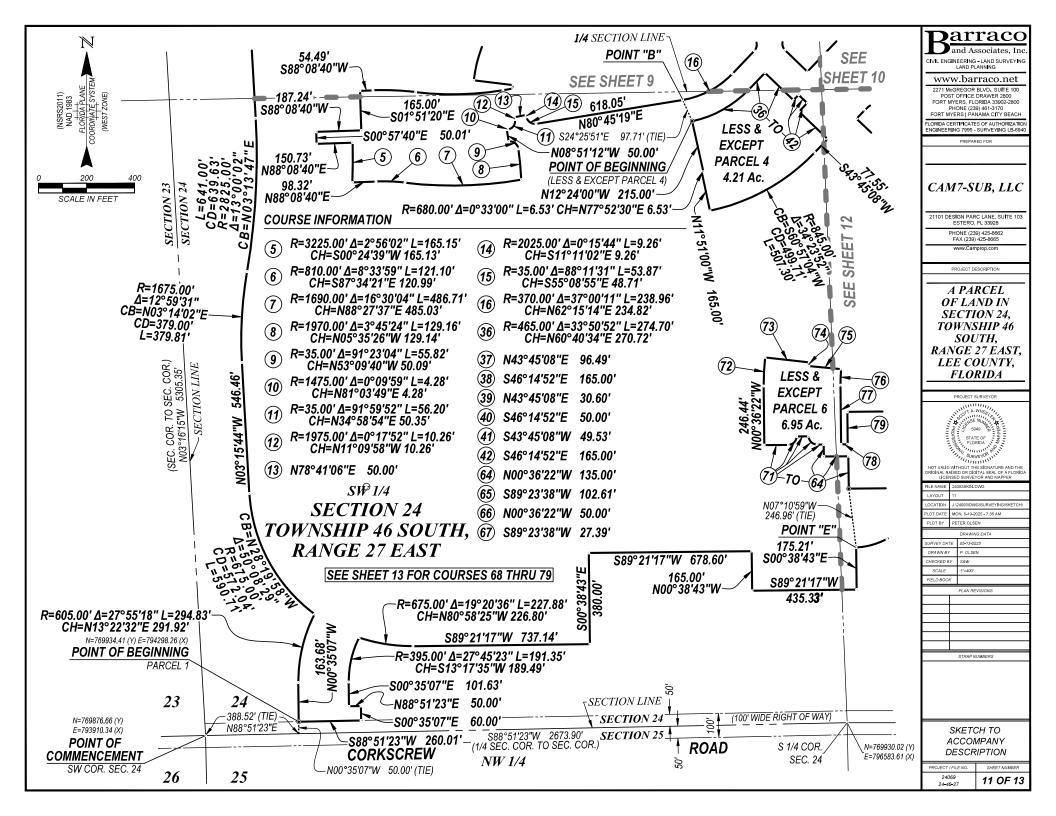
STRAP NUMBERS

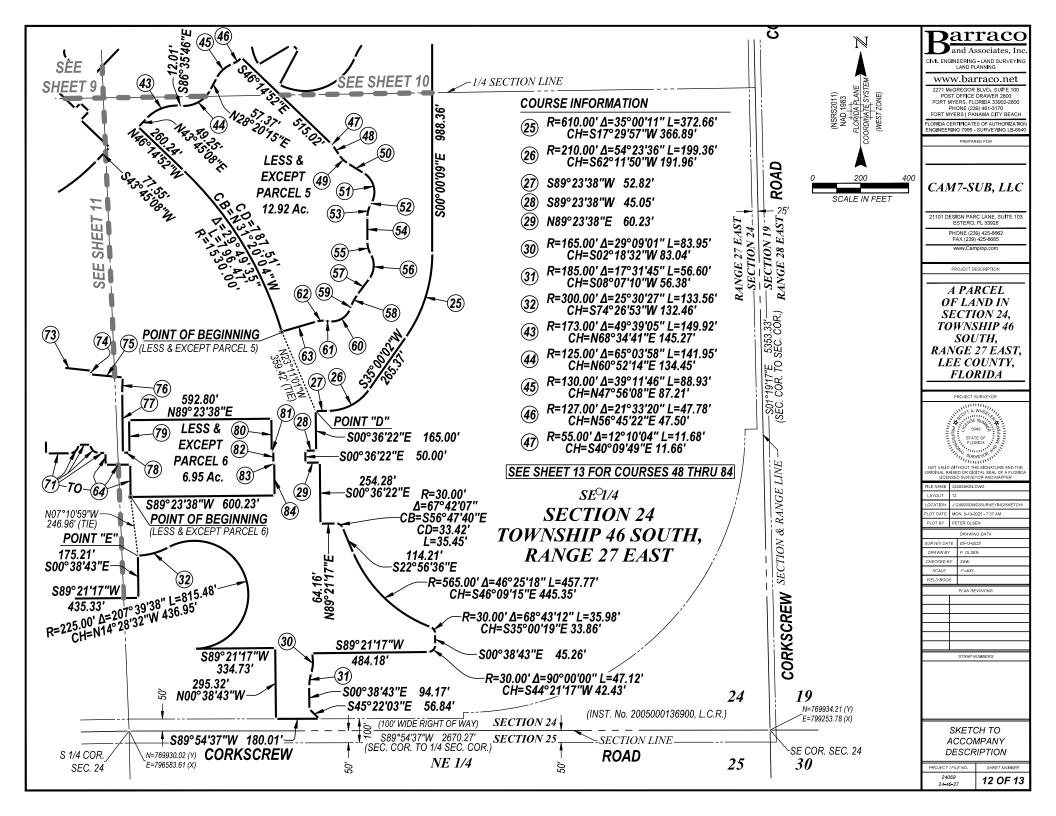
SKETCH TO **ACCOMPANY** DESCRIPTION

8 OF 13









#### COURSE INFORMATION

- (48) S34°04'47"E 48.92'
- (49) R=120.00' Δ=24°16'31" L=50.84' CH=S46°13'03"E 50.46'
- (50) S58°21'18"E 76.37'
- (51) R=93.00' Δ=86°02'24" L=139.66' CH=S15°20'06"E 126.90'
- (52) S27°41'06"W 12.64'
- (53)  $R=108.00' \Delta=27^{\circ}41'15'' L=52.19' CH=S13^{\circ}50'29''W 51.68'$
- (54) S00°00'09"E 100.55"
- (55) R=110.00' Δ=29°28'15" L=56.58' CH=S14°44'16"E 55.96'
- (56) R=93.00' Δ=65°55'11" L=107.00' CH=S03°29'12"W 101.19'
- (57) S36°26'48"W 82.62'
- (58) R=217.06' Δ=14°35'05" L=55.25' CH=S29°09'15"W 55.10'
- (59) S21°51'42"W 14.19'
- (60) R=80.00' Δ=74°09'59" L=103.56' CH=S58°56'42"W 96.48'
- (61) N83°58'19"W 20.79'
- (62)  $R=95.00' \Delta=22^{\circ}26'58'' L=37.22' CH=S84^{\circ}48'12''W 36.98'$
- (63) S73°34'44"W 149.45'
- (68) R=35.00' Δ=90°00'00" L=54.98' CH=N45°36'22"W 49.50'
- (69) S89°23'38"W 50.00'
- (70) R=35.00' Δ=90°00'00" L=54.98' CH=S44°23'38"W 49.50'
- (71) S89°23'38"W 100.00'
- (72)R=960.00' Δ=7°07'33" L=119.40' CH=N02°57'25"E 119.32'
- (73) S83°28'49"E 185.00'
- (74) R=775.00' Δ=1°07'21" L=15.18' CH=S05°57'31"W 15.18'
- (75) S84°36'09"E 135.00'
- (76) R=640.00' Δ=6°00'13" L=67.06' CH=S02°23'45"W 67.03'
- (77) S00°36'22"E 246.44'
- (78) N89°23'38"E 27.50'
- (79) N00°36'22"W 135.00'
- (80) S00°36'22"E 135.00'
- (81) N89°23'38"E 6.62'
- (82) S00°36'22"E 50.00'
- N89°23'38"E 3.32'
- S00°36'22"E 135.00'

**)**arraco and Associates, Inc

CIVIL ENGINEERING - LAND SURVEYING

#### www.barraco.net

2271 McGREGOR BLVD., SUITE 100 POST OFFICE DRAWER 2800 FORT MYERS, FLORIDA 33902-2800 PHONE (239) 461-3170

ELORIDA CERTIFICATES OF AUTHORIZATION

CAM7-SUB, LLC

21101 DESIGN PARC LANE, SUITE 103

PHONE (239) 425-8662

www.Camprop.con

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 24. **TOWNSHIP 46** SOUTH, RANGE 27 EAST. LEE COUNTY, **FLORIDA** 



RIGINAL RAISED OR DIGITAL SEAL OF A FLORID LICENSED SURVEYOR AND MAPPER

FILE NAME	24093SK04.DWG			
LAYOUT	13			
LOCATION	JX	J:\24093\DWG\SURVEYING\SKETCH\		
PLOT DATE	MC	DN. 5-19-2025 - 7:37 AM		
PLOT BY	PETER OLSEN			
		DRAWING DATA		
SURVEY DATE		05-13-2025		
DRAWN BY		P. OLSEN		
CHECKED BY		SAW		
SCALE				
FIELD BOOK				
PLAN REVISIONS				
	L			
	1			

SKETCH TO **ACCOMPANY** DESCRIPTION

STRAP NUMBERS

SHEET NUMBER 13 OF 13

# **Third Order of Business**

**3B** 

# AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY (2025 Project)

THIS AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY (2025 Project) (this "<u>Agreement</u>") is made and entered into as of this 18<sup>th</sup> day of July, 2025, by and among KINGSTON ONE COMMUNITY **DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "<u>District</u>") and CAM7-SUB, LLC, a Florida limited liability company (the "<u>Developer</u>").

#### RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, roadways, 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 Developer is the owner and master 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 Kingston One Community Development District prepared by Barraco and Associates, Inc. and dated October 24, 2023 (the "Master Engineer's Report"), as supplemented by that certain Supplement #1 to the Kingston One Community Development District Master Engineer's Report prepared by Barraco and Associates, Inc. dated June 18, 2025 ("First Supplemental Engineer's Report")(the Master Engineer's Report, as supplemented by the First Supplemental Engineer's Report are sometimes collectively referred to herein as the "Engineer's Report"). The Engineer's Report is incorporated herein by reference. The Engineer's Report contemplates that such public infrastructure improvements and facilities would be undertaken in three separate pods with various subphases in each pod. The first phase of Pod 1, the first phase of Pod 2, and the first phase of Pod 3 are collectively recognized as the "Assessment Area One – 2025 Project Area". The portion of the Engineer's Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities and services for the Assessment Area One – 2025 Project Area shall be referred to herein as the "2025 Project"; and

WHEREAS, the District intends to finance, in part, the planning, design, acquisition, construction, and installation of a portion of the 2025 Project through the sale of \$84,000,000 in aggregate principal amount of Kingston One Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One -2025 Project Area) (the "Series 2025 Bonds"); and

WHEREAS, the District desires to (i) acquire certain portions of the 2025 Project from the Developer on the terms and conditions set forth herein; and/or (ii) design, construct and install certain portions of the 2025 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 2025 Project (the "**Work Product**") and (ii) undertake the actual construction and/or installation of the 2025 Project; and

WHEREAS, the District acknowledges the Developer's need to commence development of the lands within the District in an expeditious and timely manner and in order to maintain certain permits and entitlements associated with the land within the District; 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 2025 Project described in the Engineer's Report until such time as the District has closed on the sale of the Series 2025 Bonds; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the 2025 Project, which delay would also delay the Developer from implementing its planned development program, the Developer has advanced, funded, commenced, and completed certain portions of the 2025 Project; and

WHEREAS, subject to Section 2.f. hereof, the Developer 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 Developer'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, subject to Section 2.f. hereof, the Developer 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 further desires to release to the District all of its right, title, and interest in and to the Work Product; and

WHEREAS, subject to Section 2.f. hereof, 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 Series 2025 Bonds, the Developer has commenced construction of some portions of the 2025 Project; and

WHEREAS, the Developer agrees to convey to the District all right, title and interest in the portion of the 2025 Project completed as of each Acquisition Date (as hereinafter defined) with payment from the available net proceeds of the Series 2025 Bonds (or as otherwise provided for herein) when and if available; and

WHEREAS, in conjunction with the acquisition of the 2025 Project, the Developer 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 2025 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 Developer acknowledges that upon its conveyance, the District will have the right to use any real property interests conveyed for any and all lawful public purposes (except as provided for in this Agreement); and

**WHEREAS**, the District and the Developer are entering into this Agreement to set forth the process by which the District may acquire certain portions of the 2025 Project to ensure the timely provision of the 2025 Project and development within the District.

**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 Developer 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 2025 Bonds are issued (the "Trust Indenture"), and (iii) the availability of sufficient proceeds from the Series 2025 Bonds for acquisition hereunder, the District agrees to pay the reasonable cost incurred by the Developer in preparation of the Work Product. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer 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 Series 2025 Bond funds from the District's Trustee for the Series 2025 Bonds. In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer 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 2025 Bonds (the "Trustee"). 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 2025 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 net proceeds of the Series 2025 Bonds available for that purpose at the times and in the manner provided in the Trust Indenture. The District shall not be obligated to expend any other funds for Work Product. Notwithstanding anything to the contrary, available net proceeds of the Series 2025 Bonds shall also mean monies released from the Series 2025 Reserve Account upon satisfaction of the Release Conditions #1 and Release Conditions #2 (as such terms are defined in the Trust Indenture).
- b. Subject to the provisions of Section 5, the Developer 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. Subject to Section 2.f. hereof, the Developer agrees to release to the District all right, title, and interest which the Developer 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 Developer shall obtain, to the extent reasonably possible, 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 Developer acknowledges the District's right to use and rely upon the Work Product for any and all purposes.
- e. The Developer agrees to provide or cause to be provided 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 Developer of any Work Product produced by an independent third party.
- f. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- Acquisition of the Public Infrastructure Components of the 2025 Project. The Developer has constructed, is constructing, or is under contract to construct and complete certain public infrastructure portions of the 2025 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, and (iii) the availability of proceeds from the Series 2025 Bonds available for acquisition hereunder, the District agrees to acquire the 2025 Project, including but not limited to those portions of the 2025 Project that have been completed prior to the issuance of the Series 2025 Bonds. When a portion of the 2025 Project is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Developer 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 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 Developer's rights or interest in the portions of the 2025 Project being conveyed, and stating that the applicable portions of the 2025 Project are free and clear of all liens and mortgages, and free of all liens, mortgages, and all other encumbrances that render title unmarketable; (iv) evidence that all governmental permits and approvals necessary to install the applicable portion of the 2025 Project have been obtained and that the applicable portion of the 2025 Project have been built in compliance with such permits and approvals; and (v) any other releases, indemnifications or documentation as may be reasonably requested by the District or District Counsel. The District Engineer in consultation with the District's Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the 2025 Project contemplated by the Engineer's Report, and if so, shall provide the Developer 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 Developer's estimate of cost, sufficient unencumbered funds derived from the available proceeds of the Series 2025 Bonds to acquire the portion of the 2025 Project intended to be acquired by the District, subject to the provisions of Section 5. Payment for the 2025 Project described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Series 2025 Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Series 2025 Bonds are issued. The District shall not be obligated to expend any other funds for the 2025 Project.
- b. All documentation regarding 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 on behalf of the District. If any item acquired is to be conveyed to a third-party governmental body by the District, then the Developer 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 5, the District Engineer shall certify as to the cost of any improvement built or constructed by or at the direction of the Developer, 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 Developer of the Developer's rights or interest in any portion of the 2025 Project (not constituting Work Product), the portion of the 2025 Project being conveyed shall be completed and in good condition, free from defects, as determined in writing by the District Engineer; and Developer shall warrant to the District and any government entity to which the applicable portion of the 2025 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 2025 Project against defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.
- e. The Developer 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 2025 Project conveyed pursuant to this Agreement.
- In connection with the acquisition of the 2025 Project, the Developer will convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the 2025 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 2025 Project to be acquired under this Section and to maintain the tax-exempt status of the Series 2025 Bonds (it being acknowledged that all portions of the 2025 Project must be located on governmentally owned property, in perpetual 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 2025 Project has been or will be constructed or which otherwise facilitates the operation and maintenance of the 2025 Project that will be owned by the District. Such dedication or conveyance shall be at no cost to the District. The Developer 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 Developer's rights or interest in the 2025 Project and associated real property interests being conveyed, and stating that the 2025 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 Developer 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 Developer'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 transfer would impact the use of the 2025 Project as certified by the District Engineer or the tax-exempt status of the Series 2025 Bonds. In the event the District does not receive at least the equivalent amount of property and provided the District paid more than a nominal consideration for the subject property, the Developer will in addition pay the appraised value for the acreage that the District did not receive in exchange. 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 title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer 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. {Intentionally Deleted}

5. **Payment by District.** Payment for the 2025 Project described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Series 2025 Bonds available for that purpose at the times and in the manner provided in the Trust Indenture. To the extent any portions of the 2025 Project are acquired by the District in advance of proceeds of Series 2025 Bonds described above being available to pay all or a portion of the costs certified by the District Engineer for such portions of the 2025 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 Developer at the time of the transfer of the Advanced Improvements to the District; (ii) the District and the Developer 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 2025 Bonds, the District shall pay the cost certified by the District Engineer to the Developer; 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 Developer acknowledges that it may be determined by the District that not all Advanced Improvements will constitute qualified costs and/or there may not be sufficient funds available from the issuance of the Series 2025 Bonds or satisfaction of the Release Conditions #1 and the Release Conditions #2 as described in the Trust Indenture 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 such Advanced Improvements are qualified costs and proceeds are available from the Series 2025 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 other indebtedness of any particular amount. If within three (3) years after the Effective Date (defined below), the District does not or cannot issue the Series 2025 Bonds for any reason to pay for any Advanced Improvements, and, thus does not pay the Developer the acquisition price for such Advanced Improvements, then the parties agree that the District shall have no payment obligation whatsoever for the Advanced Improvements.

## 6. <u>Limitation on Acquisitions/Completion Agreement.</u>

- a. The Developer and the District agree and acknowledge that any and all acquisitions of the 2025 Project, including Work Product contemplated as part of the 2025 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 2025 Bonds will provide only a portion of the funds necessary to complete the 2025 Project described in the Engineer's Report. As such, in connection with the sale and issuance of the Series 2025 Bonds, the Developer is simultaneously entering into that certain Agreement Regarding the Completion of Certain Improvements (2025 Project) with the District (the "Completion Agreement") whereby the Developer 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 2025 Project described in the Engineer's Report which remain unfunded by the Series 2025 Bonds, subject to the terms and conditions of the Completion Agreement.

### 7. Taxes, Assessments, and Costs.

- a. <u>Taxes, assessments and costs resulting from Agreement</u>. The Developer 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 Developer's property or property interest, or any other such expense.
- b. <u>Taxes and assessments on property being acquired</u>. 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 Developer agrees to place in escrow with the Lee 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 Developer 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 2025, the Developer shall escrow with Lee County the pro rata amount of taxes due for the tax bill payable in November 2025. If any additional taxes are imposed on the District's property in 2025 in excess of such escrow, then the Developer 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. <u>Notice</u>. 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 Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer 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. <u>Tax liability not created</u>. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer 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.
- **8. Default.** A default by any 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.
- 9. <u>Indemnification</u>. For all actions or activities which occur prior to the date of the acquisition or assignment of the relevant portion of the 2025 Project hereunder, the Developer 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 Developer, its officers, agents, employees, invitees or affiliates, of the applicable portion of the 2025 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 Developer shall not indemnify the District for a default by the District under this Agreement.
- 10. <u>Enforcement of Agreement</u>. 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.
- 11. <u>Agreement</u>. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.
- **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 2025 Bonds on behalf of and at the written direction of the holders of the Series 2025 Bonds owning a majority of the aggregate principal amount of all Series 2025 Bonds outstanding.
- 13. <u>Authorization</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

14. <u>Notices</u>. All notices, requests, consents and other communications under this Agreement ("<u>Notices</u>") shall be in writing and shall be either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

**If to District:** Kingston One Community Development District

c/o Inframark, LLC

2005 Pan Am Circle, Suite 300

Tampa, FL 33607 Attn: District Manager Brian.Lamb@Inframark.com

With a copy to: Coleman, Yovanovich & Koester, P.A.

4001 Tamiami Trail N., Suite 300

Naples, FL 34103

Attn: Gregory L. Urbancic, Esq. gurbancic@cyklawfirm.com

**If to Developer:** CAM7-SUB, LLC

21101 Design Parc Ln. #103

Estero, FL 33928

Attn: Joseph Cameratta, Manager rblacksmith@camprop.com

and <u>dcameratta@camerattacompanies.com</u> and <u>jcameratta@camerattacompanies.com</u>

With a copy to: Pavese Law Firm

1833 Hendry Street
Fort Myers, FL 33901
Attn: Charles Mann, Esq.
CharlesMann@paveselaw.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

- 15. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Developer 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.
- **16.** Third-Party Beneficiaries. Except as otherwise expressly provided in this Section, this Agreement is solely for the benefit of the District and the Developer 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 Developer 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 Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2025 Bonds, on behalf of the holders of the Series 2025 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Developer's obligations hereunder. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

- 17. <u>Assignment</u>. Neither the District nor the Developer may assign this Agreement without the prior written approval of the other party hereto, the Trustee for the Series 2025 Bonds for and at the written direction of the holders of the Series 2025 Bonds owning a majority of the aggregate principal amount of all Series 2025 Bonds outstanding.
- **18.** 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 Lee County, Florida.
- 19. <u>Effective Date</u>. This Agreement shall be effective upon execution by both the District and the Developer as of the date set forth in the first paragraph of this Agreement (the "<u>Effective Date</u>").
- **20.** <u>Termination.</u> This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2025 Bonds within three (3) years from the Effective Date.
- 21. <u>Public Records</u>. The Developer 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.
- **22.** <u>Severability</u>. 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.
- 23. <u>Limitations on Governmental Liability</u>. 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.
- **24.** <u>Headings for Convenience Only</u>. 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.
- **25.** 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 parabove written.	rties hereto have executed this Agreement as of the date first
	DISTRICT:
ATTEST:	KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Brian Lamb, Secretary	By: Nicholas Cameratta, Chair

**DEVELOPER**:

CAM7-SUB, LLC,

a Florida limited liability company

Joseph Cameratta, Manager

# AGREEMENT REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS (2025 Project)

THIS AGREEMENT REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS (2025 Project) (this "<u>Agreement</u>") is made and entered into as of this 18<sup>th</sup> day of July, 2025, by and among KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "<u>District</u>") and CAM7-SUB, LLC, a Florida limited liability company (the "<u>Developer</u>").

#### **RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners of Lee County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "<u>Act</u>"), 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 District is issuing its Series 2025 Bonds (as defined below) as described in a Limited Offering Memorandum dated as of June 25, 2025 ("<u>LOM</u>"); 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 Kingston One Community Development District prepared by Barraco and Associates, Inc. and dated October 24, 2023 (the "Master Engineer's Report"), as supplemented by that certain Supplement #1 to the Kingston One Community Development District Master Engineer's Report prepared by Barraco and Associates, Inc. dated June 18, 2025 ("First Supplemental Engineer's Report")(the Master Engineer's Report, as supplemented by the First Supplemental Engineer's Report are sometimes collectively referred to herein as the "Engineer's Report"). The Engineer's Report is incorporated herein by reference. The Engineer's Report contemplates that such public infrastructure improvements and facilities would be undertaken in three separate pods with various subphases in each pod. The first phase of Pod 1, the first phase of Pod 2, and the first phase of Pod 3 are collectively recognized as the "Assessment Area One – 2025 Project Area". The portion of the Engineer's Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities and services for the Assessment Area One – 2025 Project Area shall be referred to herein as the "2025 Project" (as further defined in the LOM); and

**WHEREAS**, the Engineer's Report estimates the cost of the 2025 Project to be approximately \$101,567,600.00; and

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

WHEREAS, the District has imposed special assessments on Assessment Area One – 2025 Project Area, which is a portion of the assessable property within the District and which is further described in the LOM, to secure financing for the construction or acquisition of the public infrastructure improvements for the CIP, including the 2025 Project, and has validated not to exceed \$335,000,000.00 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of improvements including, but not limited to, a portion of the 2025 Project; and

WHEREAS, the District intends to finance a portion of the 2025 Project through the use of proceeds from the anticipated sale of \$84,000,000.00 in aggregate principal amount of Kingston One Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Series 2025 Bonds") of which approximately \$67,066,840.04 will be available for the construction or acquisition of a portion of the 2025 Project; and

WHEREAS, in order to induce the District to construct or acquire a portion of the 2025 Project and to ensure that the balance of the 2025 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 Developer agree as follows:

- 1. <u>Recitals</u>. 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 Developer and the District agree and acknowledge that the District's proposed Series 2025 Bonds will provide only a portion of the funds necessary to complete the 2025 Project described in the Engineer's Report. Therefore, the Developer 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 2025 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 cause or 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 Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the Developer 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 Developer 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 Developer 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 Developer 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 and/or is not in the

District's best interests, the Developer shall complete said portion of the Remaining Improvements in the manner requested by the District.

- 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 from the Developer may 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 2025 Bonds); provided that such repayment of said future issuance of bonds is payable solely from special assessments properly levied on real property within Assessment Area One – 2025 Project Area of the District benefitted by such Remaining Improvements and provided such issuance is not prohibited by the Master Trust Indenture dated June 1, 2025 between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Trust Indenture between the District and the Trustee dated June 1, 2025 (the "First **Supplement**"). 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 and the Remaining Improvements shall be conveyed to the District or Lee County, as applicable, for no consideration.
- d. The parties hereto recognize that additional proceeds from the Series 2025 Bonds will become available upon satisfaction of the Release Conditions #1 and the Release Conditions #2 as defined and described in the First Supplement and may be used to fund the Remaining Improvements.

#### 3. Other Conditions and Acknowledgments

- a. The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the 2025 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 2025 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 2025 Project shall require the prior written consent of the Trustee for the Series 2025 Bonds acting at the direction of the holders of the Series 2025 Bonds owning a majority of the aggregate principal amount of all Series 2025 Bonds outstanding. For purposes of this Agreement, a change to the 2025 Project shall be deemed "material" if it reduces or alters the amount of infrastructure necessary to fully develop the Assessment Area One 2025 Project Area or adversely affects the ability of the District to pay debt service on the Series 2025 Bonds.
- b. The District and the Developer agree and acknowledge that any and all portions of the Remaining Improvements that are constructed, or caused to be constructed, by the Developer 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 Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of \$84,000,000.00 par amount of Series 2025 Bonds and use of a portion of the net proceeds thereof to acquire or construct a portion of the 2025 Project described in the Engineer's Report and the LOM, and (b) the scope, configuration, size and/or composition of the 2025 Project described in the Engineer's Report not materially changing without the consent of the Developer. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the 2025 Project is materially changed in response to a requirement imposed by a regulatory agency; provided, however, no such change shall relieve the Developer of its obligation to meet the completion obligations for the 2025 Project set forth herein.
- d. Improvements made by the Developer pursuant to the completion obligations hereunder will not be accepted for operation and maintenance by the District (to the extent the District shall own such Remaining Improvements) until such time as the applicable Remaining Improvements are appropriately conveyed to the District with documentation acceptable to the District, which documentation may include, without limitation, items such as the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as 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 Developer's rights or interest in the improvements being conveyed, and stating that the improvements are free and clear of all liens and mortgages, and free of all liens, mortgages, and all other encumbrances that render title unmarketable; (iv) evidence that all governmental permits and approvals necessary to install the applicable District Improvements have been obtained and that the applicable District Improvements have been built in compliance with such permits and approvals; (v) assignment of any contractor or subcontractor warranties; and (vi) any other releases, indemnifications or documentation as may be reasonably requested by the District.
- **Default.** In the event of any default by the Developer in satisfying its obligations as and when required by the terms of this Agreement, then the District shall notify the Developer in writing of such default, and the Developer shall have a period of thirty (30) days from and after notice from the District to cure such default ("Developer Cure Period"). If the Developer fails to cure such default within the Developer 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 Developer within the District 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 to, and not in lieu of the foregoing remedy, upon a default by the Developer beyond the Developer Cure Period, 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 and/or specific performance. Notwithstanding the foregoing, nothing in this section shall operate to release the Developer from its respective 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, 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 Developer. No material amendment to this Agreement shall be made without the prior written consent of the Trustee for the Series 2025 Bonds on behalf of and at the written direction of the holders of the Series 2025 Bonds owning a majority of the aggregate principal amount of all Series 2025 Bonds outstanding.
- 7. <u>Authorization</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer 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 either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

**If to District:** Kingston One Community Development District

c/o Inframark, LLC

2005 Pan Am Circle, Suite 300

Tampa, FL 33607 Attn: District Manager Brian.Lamb@Inframark.com

With a copy to: Coleman, Yovanovich & Koester, P.A.

4001 Tamiami Trail N., Suite 300

Naples, FL 34103

Attn: Gregory L. Urbancic, Esq. gurbancic@cyklawfirm.com

**If to Developer:** CAM7-SUB, LLC

21101 Design Parc Ln. #103

Estero, FL 33928

Attn: Joseph Cameratta, Manager rblacksmith@camprop.com

and dcameratta@camerattacompanies.com

and jcameratta@camerattacompanies.com

With a copy to: Pavese Law Firm

1833 Hendry Street
Fort Myers, FL 33901
Attn: Charles Mann, Esq.
CharlesMann@paveselaw.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

- 9. <u>Joint and Several Liability</u>. If there is more than one person or entity that is the "Developer" under this Agreement, then each person or entity shall be jointly and severally liable for any and all of the obligations of the Developer under this Agreement.
- 10. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Developer 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 Developer.
- 11. Third Party Beneficiaries. Except as otherwise expressly provided in this Section, this Agreement is solely for the benefit of the District and the Developer 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 Developer 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 Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2025 Bonds, on behalf of the holders of the Series 2025 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Developer's obligations hereunder. Said Trustee shall not be deemed to have assumed any obligation as a result of this Agreement.
- 12. <u>Assignment</u>. Neither the District nor any entity comprising the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party hereto and the Trustee acting at the direction of the holders of the Series 2025 Bonds owning a majority of the aggregate principal amount of all Series 2025 Bonds outstanding.
- 13. <u>Applicable Law and Venue</u>. 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 Lee County, Florida.
- **14. Effective Date.** This Agreement shall be effective upon execution by both the District and the Developer.
- **15.** <u>Public Records.</u> The Developer 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.
- **16.** 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.
- 17. <u>Limitations on Governmental Liability</u>. 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.

- 18. <u>Headings for Convenience Only</u>. 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.
- 19. <u>Counterparts</u>. 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 part written.	ies hereto have executed this Agreement as of the date first above
	DISTRICT:
ATTEST:	KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Brian Lamb, Secretary	By: Nicholas Cameratta, Chair
	DEVELOPER:
	CAM7-SUB, LLC, a Florida limited liability company
	By: Joseph Cameratta, Manager

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 (2025 Project)

THIS TRUE-UP AGREEMENT (2025 Project) (this "<u>Agreement</u>") is made and entered into as of this 18<sup>th</sup> day of July, 2025, by and between **KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "<u>District</u>"), and CAM7-SUB, LLC, a Florida limited liability company (the "<u>Landowner</u>").

#### **RECITALS**

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of Lee 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 Lee County, Florida, located within the boundaries of the District and legally described on <u>Exhibit "A"</u> attached hereto and made a part hereof (the "<u>Land</u>"). The Land is generally known as the Assessment Area One – 2025 Project Area (as defined below); 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 February 12, 2024 validating the authority of the District to issue up to \$335,000,000.00 in aggregate principal amount of Kingston One Community Development District Special Assessment 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 Kingston One Community Development District prepared by Barraco and Associates, Inc. and dated October 24, 2023 (the "Master Engineer's Report"), as supplemented by that certain Supplement #1 to the Kingston One Community Development District Master Engineer's Report prepared by Barraco and Associates, Inc. dated June 18, 2025 ("First Supplemental Engineer's Report")(the Master Engineer's Report, as supplemented by the First Supplemental Engineer's Report are sometimes collectively referred to herein as the "Engineer's Report"). The Engineer's Report is incorporated herein by reference. The Engineer's Report contemplates that such public infrastructure improvements and facilities would be

undertaken in three separate pods with various subphases in each pod. The first phase of Pod 1, the first phase of Pod 2, and the first phase of Pod 3 are collectively recognized as the "<u>Assessment Area One – 2025 Project Area</u>". The portion of the Engineer's Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities and services for the Assessment Area One – 2025 Project Area shall be referred to herein as the "2025 Project"; and

WHEREAS, the District is issuing \$84,000,000.00 of Kingston One Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Series 2025 Bonds") to finance all or a portion of the design, construction and/or acquisition of all or a portion of the public infrastructure improvements comprising the 2025 Project; and

**WHEREAS**, the District has taken certain steps necessary to impose special assessments upon the Land within the Assessment Area One – 2025 Project Area pursuant to Chapters 170, 190 and 197, Florida Statutes, as security for the Series 2025 Bonds; and

WHEREAS, the District's special assessments securing the Series 2025 Bonds (the "<u>Series 2025 Special Assessments</u>") were imposed on certain benefitted Land as more specifically described in Resolution No. 2024-23 adopted October 24, 2023; Resolution No. 2024-24 adopted October 24, 2023; Resolution No. 2024-26 adopted December 5, 2023; and Resolution 2025-08 adopted July 16, 2025; and any applicable supplemental resolutions adopted or to be adopted by the Board of Supervisors of the District (collectively, the "<u>Assessment Resolutions</u>"). The Assessment Resolutions are incorporated herein by reference; and

**WHEREAS**, as of the date of this Agreement, the Landowner is the owner of the Land, which benefits or will benefit from the 2025 Project, to be financed, in part, by the Series 2025 Bonds; and

WHEREAS, the Landowner agrees that the Series 2025 Special Assessments that were imposed on the Land have been validly imposed and constitute valid, legal and binding liens upon the Land; and

WHEREAS, with respect to the Land, the Landowner waives any rights it may have under Section 170.09, Florida Statutes to prepay the Series 2025 Special Assessments without interest within thirty (30) days after completion of the 2025 Project; and

**WHEREAS**, the Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2025 Special Assessments within the Land; and

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

WHEREAS, that certain Kingston One Community Development District Master Assessment Methodology Report prepared by Inframark, LLC and dated October 24, 2023 ("Master Assessment Report"), as supplemented by that certain Kingston One Community Development District Final First Supplemental Assessment Methodology Report Assessment Area One — 2025 Project Area prepared by Inframark, LLC and dated June 24, 2025 ("First Supplemental Assessment Report") as further supplemented and/or amended (the Master Assessment Report and the First Supplemental Assessment Report, as supplemented and/or amended, are collectively referred to herein as the "Assessment Report") provides the manner in which the Series 2025 Special Assessments are allocated. Within that process, as the Land 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 individual parcel identification numbers by the Lee

County Property Appraiser have been assigned, the allocation of the amounts assessed to and constituting a lien upon the Land would be calculated based upon certain density assumptions relating to the number of each product type to be constructed within the Land, which assumptions were provided by the Landowner; and

WHEREAS, the Landowner intends and/or has already begun to plat and develop the Land. The Land will be platted and developed based upon then existing market conditions, and the actual densities (number and type of units) developed 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 2025 Special Assessments on the unplatted or re-platted portions of the Land will not exceed the amount as described in the Assessment Report (each such payment shall be referred to as a "<u>True-Up Payment</u>"); 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 2025 Special Assessments relating to the Land 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. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.
- **2.** <u>Validity of Assessments</u>. The Landowner agrees that the Assessment Resolutions have been duly adopted by the District. The Landowner further agrees that the Series 2025 Special Assessments imposed as a lien on the Land by the District are legal, valid and binding first liens running with the Land 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 certain 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 2025 Special Assessments.

### 3. <u>Landowner's Acknowledgment of Lien and Waiver of Prepayment.</u>

a. The Landowner is the owner of the Land and acknowledges that the Land is subject to the Series 2025 Special Assessments levied and imposed by the District. The Landowner agrees and covenants to timely pay all such Series 2025 Special Assessments levied and imposed by the District on the benefitted Land, whether the Series 2025 Special Assessments are collected by the Lee County Tax Collector pursuant to Section 197.3632, Florida Statutes, by the District, or by any other method allowable by law. The Landowner agrees that to the extent the Landowner fails to timely pay on an annual basis the Series 2025 Special Assessments (including any True-Up Payment) imposed on the Lands invoiced by mailed notice of the District (if the District elects, in its discretion, to collect the Series 2025 Special Assessments from Landowner in said manner), said unpaid Series 2025 Special 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 the Land 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. With respect to the Land, the Landowner further waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Series 2025 Special Assessments without interest within thirty (30) days of completion of the 2025 Project.

#### 4. Special Assessment Reallocation.

- a. <u>Assumptions</u>. 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 product types and number of units as and where designated within the Land as set forth in Table 1 of the First Supplemental Assessment Report ("<u>Development Units</u>") such that no True-Up Payments shall be required.
- b. Process for Reallocation of Assessments. In connection with the development of the Land, the Landowner has and/or will subdivide the Land in accordance with the procedures of Lee County, Florida and Florida law. For purposes hereof, the subdivision process may include: (i) platting or re-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 Lee County Property Appraiser will assign parcel identification numbers for the individual subdivided portion(s) of the Land. The District shall allocate the Series 2025 Special Assessments in accordance with the Assessment Report and cause such allocation to be recorded in the District's assessment records. In furtherance of the District tracking the obligations pursuant to this Agreement and otherwise maintaining the District's assessment records, 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 the Land. Additionally, the parties agree the following provisions shall apply with respect to the reallocation of the Series 2025 Special Assessments:
- The Landowner is responsible for developing, or causing others to develop within the Land, the minimum number of Development Units as set forth above and in the Assessment Report for Assessment Area One – 2025 Project Area. If at any time and pursuant to Section X of the First Supplemental Assessment Report, in the reasonable determination of the District or the District Manager on behalf of the District, the debt per acre of the remaining unplatted portion of the Land subject to the Series 2025 Special 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 2025 Bonds in accordance with the Assessment Report, then a True-Up Payment as described herein 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 the Land. 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 that will ensure collection of such amounts in a timely manner in order to meet its debt service obligations with respect to the Series 2025 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 2025 Bonds. The Landowner shall pay as part of a True-Up Payment accrued interest on the Series 2025 Bonds to the next quarterly redemption date if such date is at least fortyfive (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 on the District's understanding from information provided by the Landowner that the Landowner will develop, or cause others to develop, the Development Units on the Land as identified in the Assessment Report and is intended to provide a mechanism to ensure the appropriate allocation of the Series 2025 Special Assessments is maintained if less than the anticipated Development Units are developed within Assessment Area One 2025 Project Area. However, the District agrees that nothing herein prohibits more than the number of Development Units identified in the Assessment Report from being developed on the Land. 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 constructed. In no event shall the District collect Series 2025 Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2025 Bonds, including all costs of financing and interest. Further, upon the Landowner's final Plat for the Land, any unallocated Series 2025 Special 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.
- (iii) If the Landowner proposes to transfer any of the Land subject to the Series 2025 Special Assessments to Lee County or another unit of local government and neither Lee County or the other unit of local government has consented to the lien of the Series 2025 Special Assessments, a True-Up Payment shall be due and payable prior to such transfer.
- **5.** Enforcement. This Agreement is intended to be an additional method of the District's enforcement of the Series 2025 Special Assessments as contemplated by the Assessment Report, including the application of 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. <u>Notice</u>. All notices, requests, consents and other communications under this Agreement ("<u>Notices</u>") shall be in writing and shall be either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

If to District: Kingston One Community Development District

c/o Inframark, LLC

2005 Pan Am Circle, Suite 300

Tampa, Florida 33607 Attn: District Manager Brian.Lamb@Inframark.com

With a copy to: Coleman, Yovanovich & Koester, P.A.

4001 Tamiami Trail N., Suite 300

Naples, Florida 34103

Attn: Gregory L. Urbancic, Esq. gurbancic@cyklawfirm.com

**If to Landowner:** CAM7-SUB, LLC

21101 Design Parc Ln. #103

Estero, FL 33928

Attn: Joseph Cameratta, Manager rblacksmith@camprop.com

and <a href="mailto:dcameratta@camerattacompanies.com">dcameratta@camerattacompanies.com</a> and <a href="mailto:jcamerattacompanies.com">jcameratta@camerattacompanies.com</a>

With a copy to: Pavese Law Firm

1833 Hendry Street

Fort Myers, Florida 33901 Attn: Charles Mann, Esq. CharlesMann@paveselaw.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes. 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 the Land, binding upon the Landowner and its successors and assigns, and any transferee of any portion of the Land 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 the Land to any third party without complying with the terms of subsection c. below, other than:
- (i) Platted and fully-developed lots to non-affiliated homebuilders restricted from replatting.

- (ii) Platted and fully-developed lots with completed homes to completed home purchasers.
- (iii) Portions of the Land that are exempt from assessments to the County, the District, or other governmental agencies.
- (iv) Portions of the Land designated as common areas and related common area facilities to a homeowners' or property owners' association.
- (v) Portions of the Land for which all of the Series 2025 Special Assessments have been paid in full.

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

- c. The Landowner shall not transfer any portion of the Land to any third party, except as permitted by Sections 8.b.(i) through (v) 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 the Land 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 the Land and be deemed the "Landowner" from and after such transfer for all purposes as to such portion of the Land so transferred.
- 9. <u>Integration/Amendment</u>. 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. No material amendment to this Agreement shall be made without the prior written consent of the Trustee for the Series 2025 Bonds on behalf of and at the written direction of the holders of the Series 2025 Bonds owning a majority of the aggregate principal amount of all Series 2025 Bonds outstanding.
- 10. <u>Termination</u>. 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 2025 Bonds acting at the written direction of the holders of the Series 2025 Bonds owning a majority of the aggregate principal amount of all Series 2025 Bonds outstanding, or until it is automatically terminated upon the earlier of (i) payment in full of the Series 2025 Bonds, or (ii) upon final allocation of all Series 2025 Special Assessments to the Land subject to the Series 2025 Special Assessments, and all True-Up Payments, if required, have been paid as determined by the District Manager.
- 11. <u>Joint and Several Liability</u>. If there is more than one person or entity that is the "Landowner" under this Agreement, then each person or entity shall be jointly and severally liable for any and all of the obligations of the Landowner under this Agreement. If there is more than one person or entity that is the "Landowner" under this Agreement, then the knowledge, approval or consent of one person or entity will be deemed to be the knowledge, approval and consent or all persons or entities that are "Landowner."
- 12. <u>Negotiation at Arm's Length</u>. 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.

- 13. Third Party Beneficiaries. Except as otherwise expressly provided in this Section, 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 2025 Bonds, on behalf of the holders of the Series 2025 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 2025 Bonds shall be entitled to enforce the provisions of this Agreement according to the provisions set forth herein. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.
- 14. <u>Limitations on Governmental Liability</u>. 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.
  - 15. Applicable Law. This Agreement shall be governed by the laws of the State of Florida.
- 16. 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.
- 17. <u>Effective Date</u>. 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:	
ATTEST:	KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT	
	Ву:	
Brian Lamb, Secretary	By: Nicholas Cameratta, Chair	
STATE OF FLORIDA	S.	
COUNTY OF LEE	<b>.</b>	
online notarization, this	vas acknowledged before me by means of ( ) physical presence or ( by of July, 2025, by Nicholas Cameratta, as Chair of Kingston One a community development district established and existing pursuant to half 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:

## CAM7-SUB, LLC, a Florida limited liability company Witnesses: Joseph Cameratta, Manager Signature Printed Name: Signature Printed Name: Address:\_\_\_\_\_ STATE OF FLORIDA ) ss. COUNTY OF LEE The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_\_ day of July, 2025, by Joseph Cameratta, as Manager of CAM7-SUB, LLC, a Florida 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 the Land

## EXHIBIT A

## **Legal Description of the Land**

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 RELATING TO KINGSTON ONE (2025 Project)

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO KINGSTON ONE (2025 Project) (this "Assignment") is made as of this 18<sup>th</sup> day of July, 2025, by CAM7-SUB, LLC, a Florida limited liability company ("Assignor"), in favor of KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Lee County, Florida (together with its successors and assigns, the "District" or "Assignee").

#### **RECITALS**

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of Lee 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 of certain lands in Lee County, Florida, which lands are located within the geographical boundaries of the District and within the master-planned community commonly referred to as Kingston One (the "<u>Development</u>") and legally described on <u>Exhibit "A"</u> attached hereto and made a part hereof (the "<u>District Lands</u>"). The District Lands are commonly referred to with respect to the Series 2025 Bonds (defined below) as the Assessment Area One – 2025 Project Area (defined below). Assignor is the developer of the public infrastructure to support the District Lands; and

WHEREAS, Assignee proposes to issue its \$84,000,000 Kingston One Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Series 2025 Bonds") to finance the acquisition and/or construction of certain public infrastructure that will provide special benefit to the District Lands. The District Lands are located within the geographical boundaries of the District; and

WHEREAS, within the District Lands, Assignor is currently planning to plat 1,208 residential units (as to each, a "<u>Unit Parcel</u>") and the District Lands area being developed to be sold to non-affiliated builders (i.e. any homebuilder not affiliated with Assignor (a "<u>Non-Affiliated Homebuilder</u>")) or completed home purchasers within the District (such date that all such Unit Parcels are fully developed being defined herein as the "<u>Development Completion</u>") as contemplated by that certain Kingston One Community Development District Master Assessment Methodology Report prepared by Inframark, LLC and dated October 24, 2023, as supplemented by that certain Kingston One Community Development District Final First Supplemental Assessment Methodology Report Assessment Area One — 2025 Project

Area prepared by Inframark, LLC and dated June 24, 2025, as further supplemented and/or amended (collectively, the "Assessment Methodology Report"); and

WHEREAS, the security for the repayment of the Series 2025 Bonds includes special assessments (the "Series 2025 Special Assessments") levied against the District Lands 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 2025 Project (defined below); and

WHEREAS, Assignee 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 Kingston One Community Development District prepared by Barraco and Associates, Inc. and dated October 24, 2023 (the "Master Engineer's Report"), as supplemented by that certain Supplement #1 to the Kingston One Community Development District Master Engineer's Report prepared by Barraco and Associates, Inc. dated June 18, 2025 ("First Supplemental Engineer's Report")(the Master Engineer's Report, as supplemented by the First Supplemental Engineer's Report are sometimes collectively referred to herein as the "**Engineer's Report**"). The Engineer's Report contemplates that such public infrastructure improvements and facilities would be undertaken in three separate pods with various subphases in each pod. The first phase of Pod 1, the first phase of Pod 2, and the first phase of Pod 3 are collectively recognized as the "Assessment Area One - 2025 Project Area". The portion of the Engineer's Report that outlines the improvement plan for the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities and services for the Assessment Area One – 2025 Project Area shall be referred to herein as the "2025 Project". A portion of the 2025 Project will be funded by the Series 2025 Bonds; and

WHEREAS, during the time in which the District Lands 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 2025 Special Assessments securing the Series 2025 Bonds and/or the completion obligations of Assignor as defined in that certain Completion Agreement between Assignee and Assignor being entered into concurrently herewith (the "Completion Agreement"); and

WHEREAS, Assignor represents and agrees that (i) Assignor is the owner of the District Lands; (ii) Assignor is the developer of the public infrastructure improvements to support the District Lands; (iii) the District Lands will receive a special benefit from the 2025 Project; (iv) Assignor controls and/or will control certain permits and entitlements relating to the District Lands; and (v) Assignor's execution of this Assignment is a material condition precedent to Assignee's willingness to issue the Series 2025 Bonds and acquire the 2025 Project; and

WHEREAS, in the event of a default by Assignor in the payment of the Series 2025 Special Assessments securing the Series 2025 Bonds, a default by Assignor in the payment of a True-Up Payment (as defined in the True-Up Agreement between Assignee and Assignor being entered into concurrently herewith), a default by Assignor under the Completion Agreement or 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 June 1, 2025 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2025 between the District and the Trustee (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), pursuant to which the Series 2025 Bonds are being issued, and the other agreements being entered into by Assignor concurrently herewith with respect to the Series 2025 Bonds and the Series 2025 Special Assessments including, without limitation, the True-Up Agreement, the Completion Agreement (the Indenture and

agreements being referred to collectively as the "<u>Bond Documents</u>," and such remedies being referred to collectively as the "<u>Remedial Rights</u>"), certain remedies with respect to the Development & Contract Rights (defined below) in order to complete or enable a third party to complete development of the District Lands 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 the District Lands 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 Lee County, Florida, any other 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 the District Lands, if any (a "Prior Transfer"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the District Lands 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 completed home purchaser, 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 the District Lands; and

**WHEREAS**, this Assignment shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2025 Bonds in full; or (ii) Development Completion (herein, the "<u>Term</u>").

**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. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.
- 2. <u>Collateral Assignment</u>. 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 any Assignor or subsequently acquired by Assignor, all of Assignor's development rights relating to development of the District Lands, and 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 2025 Special Assessments levied against the District Lands owned by 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 or its designee 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 the District Lands for the purposes of exercising any of the Development & Contract Rights. The Development & Contract Rights shall include the items listed in subsections (a) through (h) below as they pertain to development of the District Lands or the 2025 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 the District Lands or improvements not included in the District Lands (except for off-site lands to the extent improvements are necessary or required to complete the development of the District Lands to Development Completion); or (iv) any parcel of land within the District Lands as to which all of the Series 2025 Special 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 the District Lands and other infrastructure benefitting the District Lands;
- (e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the District Lands or the 2025 Project and construction of improvements thereon, except not including any of the foregoing related to residential structures, or the amenity structures within the District Lands constructed by or to be constructed by Assignor, and off-site to the extent improvements are necessary or required to complete the development of the District Lands to Development Completion;
- (f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the District Lands or relating to the construction of improvements thereon;
  - (g) All prepaid 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 controls the master permits and entitlements for the District Lands.
- (e) There are no required third-party consents to the transfer of the Development & Contract Rights.
- (f) Any transfer, conveyance or sale of the District Lands shall subject any and all affiliated entities or successors-in-interest of Assignor to the 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.
- (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 2025 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. <u>Events of Default</u>. Each of the following shall constitute an "<u>Event of Default</u>" under this Assignment: (a) a breach by Assignor of a warranty of Assignor contained in Section 3 hereof; (b) a breach by Assignor of a covenant contained in Section 4 hereof; (c) default by Assignor of its completion obligations 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 2025

Assessments or any installment thereof levied and imposed upon the District Lands, including the timely payment of any True-Up Payment by Assignor under the True-Up Agreement.

- Assignee Obligations. Nothing herein shall be construed as an obligation on the part of Assignee or any designee of Assignee to accept any liability for all or any portion of the Development & Contract Rights unless Assignee, or any designee of Assignee, chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee or any designee of Assignee for compliance with the terms and provisions of all or any portion of the Development & Contract Rights. 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.
- 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 10 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 the District Lands or any portion thereof from Assignee or at a District foreclosure sale.
- 8. <u>Authorization</u>. 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 or its designee 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 their obligations under this Assignment.
- 9. <u>Joint and Several Liability</u>. If there is more than one person or entity that constitutes the "Assignor" under this Agreement, then each person or entity shall be jointly and severally liable for any and all of the obligations of the Assignor under this Agreement. If there is more than one person or entity that constitutes the "Assignor" under this Agreement, then the knowledge, approval or consent of one person or entity will be deemed to be the knowledge, approval and consent or all persons or entities that are "Assignor."
- 10. Third-Party Beneficiaries and Direction of Remedies Upon Default. Assignor acknowledges that pursuant to the Indenture, the Trustee, on behalf of the holders of the Series 2025 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Assignment. Assignor acknowledges that pursuant to the Indenture, 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.
- 11. <u>Miscellaneous</u>. 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.

- 12. <u>Further Assurances</u>. 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. <u>Amendments</u>. Amendments to this Agreement may be made only by an instrument in writing that is executed by all parties hereto. No material amendment to this Assignment shall be made without the prior written consent of the Trustee for the Series 2025 Bonds on behalf of and at the written direction of the holders of the Series 2025 Bonds owning a majority of the aggregate principal amount of all Series 2025 Bonds outstanding.
- 13. <u>Notices</u>. All notices, requests, consents and other communications under this Assignment ("<u>Notices</u>") shall be in writing and shall be either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

If to Assignee: Kingston One Community Development District

c/o Inframark, LLC

2005 Pan Am Circle, Suite 300

Tampa, FL 33607 Attn: District Manager Brian.Lamb@Inframark.com

With a copy to: Coleman, Yovanovich & Koester, P.A.

4001 Tamiami Trail N., Suite 300

Naples, FL 34103

Attn: Gregory L. Urbancic, Esq. gurbancic@cyklawfirm.com

**If to Assignor:** CAM7-SUB, LLC

21101 Design Parc Ln. #103

Estero, FL 33928

Attn: Joseph Cameratta, Manager rblacksmith@camprop.com

and <a href="mailto:dcameratta@camerattacompanies.com">dcameratta@camerattacompanies.com</a> and <a href="mailto:jcamerattacompanies.com">jcameratta@camerattacompanies.com</a> With a copy to: Pavese Law Firm

1833 Hendry Street Fort Myers, FL 33901 Attn: Charles Mann, Esq. CharlesMann@paveselaw.com

The addresses and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addresses only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

{Remainder of page intentionally left blank. Signatures commence 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:
Witnesses:		CAM7-SUB, LLC, a Florida limited liability company
		D
		By: Joseph Cameratta, Manager
Printed Name:		vosepii cumerata, manager
Address:		
Signature		
Printed Name:		
Address:		
STATE OF FLORIDA	) ) ss.	
COUNTY OF LEE	) 55.	
online notarization, this a Florida limited liability co	day of July mpany, on beha	owledged before me by means of ( ) physical presence or ( 2,2025, by Joseph Cameratta, as Manager of CAM7-SUB, LLC alf of said entity, who is ( ) personally known to me or ( ) ha as evidence of identification.
(SEAL)		
(SLAL)		NOTARY PUBLIC
		Name:
		(Type or Print)
		My Commission Expires:

## **ASSIGNEE:**

Witnesses:	KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
	By:
Witness Signature	By:Nicholas Cameratta, Chair
Printed name:	<u></u>
Address:	
With a confidence of the confi	<u> </u>
Witness Signature Printed name:	
Address:	<del></del>
	<del></del>
STATE OF FLORIDA ) ss.	
COUNTY OF LEE )	
online notarization, this day { Community Development District, a { Chapter 190, Florida Statutes, on behalf	acknowledged before me by means of ( ) physical presence or ( of July, 2025, by Nicholas Cameratta, as Chair of Kingston Oncommunity development district established and existing pursuant to for the District, who ( ) is personally known to me or ( ) has produced evidence of identification.
(SEAL)	
(~~,	NOTARY PUBLIC
	Name:(Type or Print)
	(Type or Print)
	My Commission Expires:

## EXHIBIT A

## **Legal Description of District Lands**

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)

# KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT LIEN OF RECORD

Notice is hereby given that the Kingston One 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 \$84,000,000.00 Kingston One Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

c/o Inframark, LLC 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 Attn: District Manager brian.lamb@inframark.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 KINGSTON ONE 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:

	District.
ATTEST:	KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
	By:
Brian Lamb, Secretary	Nicholas Cameratta, Chair

STATE OF FLORIDA	)	
	) ss.	
COUNTY OF LEE	)	
online notarization, this Community Development 1	day of July, District, a commun s, on behalf of the D	ledged before me by means of ( ) physical presence or ( 2025, by Nicholas Cameratta, as Chair of Kingston On the development district established and existing pursuant district, who ( ) is personally known to me or ( ) has producte of identification.
(SEAL)		NOTARY PUBLIC
		Name:
		(Type or Print)
		My Commission Expires:

# EXHIBIT "A" LEGAL DESCRIPTION

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)

## KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SERIES 2025 SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the Board of Supervisors of the Kingston One Community Development District (the "District") in accordance with Chapters 170, 190 and 197, Florida Statutes, adopted Resolution Numbers 20240-23, 2024-24, 2024-26 and 2025-08, 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 2025 Project (defined below) for improvements described in the Master Engineer's Report for Kingston One Community Development District prepared by Barraco and Associates, Inc. and dated (the "District Engineer") dated October 24, 2023 (the "Master ER"), as supplemented by that certain Supplement #1 to the Kingston One Community Development District Master Engineer's Report prepared by the District Engineer dated June 18, 2025 ("Supplement #1") (the Master ER together with Supplement #1 are collectively referred to herein as the "Engineer's Report", and as it relates to the capital improvement project described in Supplement #1, the "2025 Project"). To finance the costs of a portion of the 2025 Project, the District issued its \$84,000,000 Kingston One Community Development District Special Assessment Bonds (Assessment Area One- 2025 Project Area), which bonds are secured by the non-ad valorem assessments levied by the Assessment Resolutions (the "Series 2025 Special Assessments"). The legal description of the lands upon which said Series 2025 Special Assessments are levied and imposed is attached to this Notice as **Exhibit "A"**. As provided in the Assessment Resolutions, the Series 2025 Special 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:

> Kingston One Community Development District c/o Inframark, LLC 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 Attn: District Manager brian.lamb@inframark.com

The Series 2025 Special 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:

KINGSTON ONE 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 18<sup>th</sup> day of July, 2025, and recorded in the Public Records of Lee County, Florida.

WITNESSES:	RINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT	
	By:	
Witness Signature	By:Nicholas Cameratta, Chair	
Printed name:	<u></u>	
Address:		
Witness Signature	<del></del>	
Printed name:		
Address:		
STATE OF FLORIDA	) ) ss.	
COUNTY OF LEE	) 55.	
online notarization, this day Community Development District,	s acknowledged before me by means of ( ) physical presence or of July, 2025, by Nicholas Cameratta, as Chair of Kingston community development district established and existing pursual of the District, who ( ) is personally known to me or ( ) has prod s evidence of identification.	One nt to
(SEAL)		
` '	NOTARY PUBLIC	
	Name:	
	Name: (Type or Print)	
	My Commission Expires:	

### Exhibit "A"

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

(space above this line for recording data)

### KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT DECLARATION OF CONSENT TO JURISDICTION OF COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS (2025 Project)

**CAM7-SUB, LLC**, a Florida limited liability company (the "<u>Landowner</u>"), is currently the owner of those lands described on <u>Exhibit "A"</u> attached hereto and made a part hereof (the "<u>Property</u>"), 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 bonds by Kingston One Community Development District (the "<u>District</u>"), hereby declares, acknowledges and agrees as follows:

- 1. The District is, and has been at all times on and after October 5, 2023, a legally established, duly organized, and validly existing community development district under the provisions of Chapter 190, Florida Statutes, as amended (the "<u>Act</u>"). Without limiting the generality of the foregoing, the Landowner agrees and acknowledges that: (a) the petition and all amendments filed with the Board of County Commissioners of Lee County, Florida (the "<u>BCC</u>") relating to the establishment 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 23-26 enacted by the BCC on October 3, 2023, 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 "<u>Board</u>") 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 October 5, 2023, to and including the date of this Declaration.
- 2. The special assessments imposed by the following resolutions duly adopted by the Board: Resolution No. 2024-23 adopted October 24, 2023; Resolution No. 2024-24 adopted October 24, 2023; Resolution No. 2024-26 adopted December 5, 2023; and Resolution 2025-08 adopted July 16, 2025; and any supplemental resolutions (collectively, the "Assessment Resolutions"), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, the Landowner received notice of the District's assessment proceedings in accordance with Florida law, 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 (except for certain federal tax liens), until paid.
- 3. The Landowner, for itself and its successors, assigns and successors-in-title, hereby waives the right granted in Chapter 170.09, Florida Statues, to prepay the Assessments within thirty (30) days after the improvements financed with the Series 2025 Bonds (defined below) are completed, without interest, in consideration of rights granted by the District to prepay the 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. The Landowner expressly acknowledges, represents and agrees that (i) the Assessments, the Assessment Resolutions, and the terms of the financing documents relating to the District's issuance of its \$84,000,000 Kingston One Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Series 2025 Bonds") 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 the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the 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) the Landowner waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the 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) 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 Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, 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 THE 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:

CAM7-SUB, LLC, a Florida limited liability company

	By: Joseph Cameratta, Manager
Signature Printed Name: Address:	Joseph Cameratta, Manager
Signature Printed Name:	
Address:	
STATE OF FLORIDA ) ss.	
COUNTY OF LEE )	
online notarization, this day of July, 2	ledged before me by means of ( ) physical presence or ( 025, by Joseph Cameratta, as Manager of CAM7-SUB, LLC of said company, who is ( ) personally known to me or ( as evidence of identification.
(SEAL)	
	NOTARY PUBLIC
	Name:(Type or Print)
	My Commission Expires:

### Exhibit "A"

# **Fourth Order of Business**

### **4A**

# MINUTES OF REGULAR MEETING KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Kingston One Community Development District was held on Wednesday, June 18, 2025 and called to order at 2:01 p.m. at the Offices of Cameratta Companies located at 21101 Design Parc Lane, Suite 103 Estero, Florida 33928.

#### Present and constituting a quorum were:

Virginia Pena Chairperson
Jeff Krieger Vice Chairperson
Anthony Cameratta Assistant Secretary
Cheryl A. Smith Assistant Secretary

Russell Cameratta Nicholas Cameratta Laura Youman

#### Also present were:

Brian Lamb District Manager
Bryan Radcliff District Manager

Gregory L. Urbancic District Counsel (via phone)

Frank Savage District Engineer

Rachel Wright District Engineer (via phone)
Stephen Stanford Bond Counsel (via phone)

The following is a summary of the discussions and actions taken.

#### FIRST ORDER OF BUSINESS

Call to Order

Mr. Lamb called the meeting to order, and a quorum was established.

#### SECOND ORDER OF BUSINESS

**Public Comment Period** 

There being none, the next order of business followed.

#### THIRD ORDER OF BUSINESS

**Business Items** 

A. Consideration of Board Resignations – Seats 1, 2, and 3

The Board accepted the resignation of Virginia Pena from Seat 1.

On MOTION by Ms. Smith seconded by Mr. A. Cameratta, with all in favor, resignation of Virginia Pena from Seat 1, was accepted. 3-0

The Board accepted the resignation of Jeff Krieger from Seat 2.

On MOTION by Ms. Smith seconded by Mr. A. Cameratta, with all in favor, resignation of Jeff Krieger from Seat 2, was accepted. 2-0

The Board accepted the resignation of Rendal Sharpe from Seat 3.

On MOTION by Mr. R. Cameratta seconded by Mr. A. Cameratta, with all in favor, resignation of Rendal Sharpe from Seat 3, was accepted. 2-0

#### **B.** Consideration of Seat Replacement

The Board appointed Nicholas Cameratta to Seat 1.

On MOTION by Mr. Krieger seconded by Mr. A. Cameratta, with all in favor, appointment of Nicholas Cameratta to Seat 1, with an expiration of November 28, 2025, was approved. 2-0

The Board appointed Russell Cameratta to Seat 2.

On MOTION by Ms. Smith seconded by Mr. A. Cameratta, with all in favor, appointment of Russell Cameratta to Seat 2, with an expiration of November 28, 2025, was approved. 3-0

The Board Appointed Laura Youman to Seat 3.

On MOTION by Mr. R. Cameratta seconded by Mr. A. Cameratta, with all in favor, appointment of Laura Youman to Seat 3, with an expiration of November 26, 2025, was approved. 4-0

#### C. Oath of Office

Mr. Lamb, a Commissioned Notary Public for the State of Florida, administered the Oaths of Office to Nicholas Cameratta, Russell Cameratta and Laura Youman.

#### D. Resolution 2025-04; Re-Designating the Officers

On MOTION by Ms. Youman seconded by Mr. R. Cameratta, with all in favor, Resolution 2025-04, Re-Designating Officers, with Nicholas Cameratta as Chairperson and Anthony Cameratta as Vice Chairperson, as agreed, was adopted. 5-0

#### E. Supplement #1, Master Engineers Report

Mr. Savage presented the Supplemental #1 Master Engineers Report.

On MOTION by Mr. A. Cameratta seconded by Mr. R. Cameratta, with all in favor, Supplement #1, Master Engineers Report, in final form, was approved. 5-0

#### F. Preliminary First Supplemental Assessment Methodology Report

Mr. Lamb presented the Preliminary First Supplemental Assessment Methodology Report.

On MOTION by Mr. N. Cameratta seconded by Ms. Youman, with all in favor, Preliminary First Supplemental Assessment Methodology Report in final form, was approved. 5-0

- G. Resolution 2025-05; Delegating Resolution
  - 1. First Supplemental Indenture 2025
  - 2. Master Trust Indenture 2025

On MOTION by Mr. R. Cameratta seconded by Ms. Youman, with all in favor, Resolution 2025-05, Delegating Resolution, was adopted. 5-0

H. Consideration of Resolution 2025-06; Approving the Interlocal Agreement Between Lee County and Kingston One CDD

On MOTION by Mr. R. Cameratta seconded by Ms. Youman, with all in favor, Resolution 2025-06, Approving the Interlocal Agreement Between Lee County and Kingston One CDD, was adopted. 5-0

- It was determined and confirmed that this agreement has already been adopted.
- I. Resolution 2025-07; Authorizing an Alternate Financial Assurance Letter with Lee County

On MOTION by Mr. N. Cameratta seconded by Mr. R. Cameratta, with all in favor, Resolution 2025-07, Authorizing an Alternate Financial Assurance Letter with Lee County, as agreed, was adopted. 5-0

- J. Agreement Regarding Alternate Financial Assurance
- K. Offsite Corkscrew Road Sewer and Road Alternative Financial Assurance to Replace Existing Bond

These items were not discussed.

#### FOURTH ORDER OF BUSINESS

**Consent Agenda** 

- A. Approval of Meeting Minutes May 21, 2025 Regular Meeting
- B. Acceptance of Financials (May 2025)
- C. Acceptance of the Check Registers (May 2025)
- D. Consideration of Operations and Maintenance Invoices (May 2025)

On MOTION by Mr. A. Cameratta seconded by Mr. R. Cameratta, with all in favor, the Consent Agenda, was approved. 5-0

#### FIFTH ORDER OF BUSINESS

**Staff Reports** 

- **A. District Counsel**
- **B.** District Engineer
- C. District Manager

There being no reports, the next order of business followed.

#### SIXTH ORDER OF BUSINESS

Other Business, Updates and Supervisor Comments

There being none, the next order of business followed.

#### SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Cameratta seconded by Mr. Sharpe, with all in favor, meeting adjourned at 2:42 pm. 5-0

Brian Lamb	Nicholas Cameratta
District Manager	Chairperson

## **Fourth Order of Business**

**4B** 

# Kingston One Community Development District

Financial Statements (Unaudited)

Period Ending June 30, 2025

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

#### KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

#### **Balance Sheet**

As of June 30, 2025 (In Whole Numbers)

ACCOUNT DESCRIPTION	 TOTAL
<u>ASSETS</u>	
Cash In Bank	\$ 22,064
TOTAL ASSETS	\$ 22,064
LIABILITIES	
Accounts Payable	\$ 8,946
TOTAL LIABILITIES	8,946
FUND BALANCES	
Unassigned:	13,118
TOTAL FUND BALANCES	13,118
TOTAL LIABILITIES & FUND BALANCES	\$ 22,064

#### KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2025

General Fund (001)

(In Whole Numbers)

	(In Whole	Numbers	s)		
ACCOUNT DESCRIPTION	ANNUA ADOPT BUDGI	ED '	YEAR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
	-			<u> </u>	
REVENUES					
Special Assmnts- Tax Collector	\$ 284	4,550 \$	-	\$ (284,550)	0.00%
Developer Contribution		-	63,000	63,000	0.00%
TOTAL REVENUES	284	4,550	63,000	(221,550)	22.14%
EXPENDITURES					
<u>Administration</u>					
ProfServ-Trustee Fees	12	2,000	-	12,000	0.00%
Assessment Roll	Į	5,000	-	5,000	0.00%
Disclosure Report	10	0,000	-	10,000	0.00%
District Counsel	20	0,000	8,621	11,379	43.11%
District Engineer	30	0,000	28,263	1,737	94.21%
District Manager	2	5,000	15,709	9,291	62.84%
Accounting Services	17	7,500	6,000	11,500	34.29%
Auditing Services	;	5,200	-	5,200	0.00%
Website Compliance		1,800	1,500	300	83.33%
Postage, Phone, Faxes, Copies		150	16	134	10.67%
Public Officials Insurance	2	2,475	-	2,475	0.00%
Legal Advertising		1,500	(656)	2,156	-43.73%
Misc-Special Projects	2	2,500	-	2,500	0.00%
Bank Fees		200	-	200	0.00%
Financial & Revenue Collections	;	3,500	-	3,500	0.00%
Website Administration		1,500	750	750	50.00%
Miscellaneous Expenses		250	-	250	0.00%
Office Supplies		380	-	380	0.00%
Dues, Licenses, Subscriptions		175		 175	0.00%
Total Administration	139	9,130	60,203	78,927	43.27%
Other Physical Environment					
Insurance - General Liability	2!	5,000	_	25,000	0.00%
Insurance -Property & Casualty		0,000	5,000	55,000	8.33%
Miscellaneous Services		5,000	-	15,000	0.00%
Total Other Physical Environment		0,000	5,000	95,000	5.00%
Contingency					
Misc-Contingency	4!	5,420	<u>-</u>	45,420	0.00%
Total Contingency		5,420	-	45,420	0.00%
,				· · · · · · · · · · · · · · · · · · ·	
TOTAL EXPENDITURES	284	4,550	65,203	219,347	22.91%
Excess (deficiency) of revenues					
Over (under) expenditures	-		(2,203)	 (2,203)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)			15,321		

13,118

**FUND BALANCE, ENDING** 

### **Bank Account Statement**

Kingston One CDD

**Bank Account No.** 9288 **Statement No.** 06-25

**Statement Date** 06/30/25

G/L Account No. 101002 Balance at 22,064.20		Statement Balance	34,908.53
		<b>Outstanding Deposits</b>	0.00
Positive Adjustments	0.00	—— Subtotal	34,908.53
Subtotal	22,064.20	<b>Outstanding Checks</b>	-12,844.33
Negative Adjustments	0.00		22.054.20
Ending G/L Balance	22,064.20	Ending Balance	22,064.20

Warning! Bank reconciliation might not be possible because there are direct posting entries. For more information, see https://go.microsoft.com/fwlink/?

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
06/17/2025		BD00003	Developer Contribution	Deposit No. BD00003 - CAM7-SUB, LLC Developmen	33,000.00	33,000.00	0.00
Total Deposit	s			G 303, 220 201010p	33,000.00	33,000.00	0.00
Checks							
CHECKS							0.00
			COLEMAN,				0.00
05/28/2025		1033	YOVANOVICH & KOESTER, P.A.	Check for Vendor V00006	-39.50	-39.50	0.00
06/04/2025		1034	BARRACO & ASSOCIATES INC	Check for Vendor V00008	-1,740.00	-1,740.00	0.00
06/04/2025		1035	COLEMAN, YOVANOVICH & KOESTER, P.A.	Check for Vendor V00006	-118.50	-118.50	0.00
<b>Total Checks</b>					-1,898.00	-1,898.00	0.00
Outstanding	Checks						
06/19/25	Payment	1037	INFRAMARK LLC	Check for Vendor V00005			-12,835.39
06/25/25	Payment	1039	INFRAMARK LLC	Check for Vendor V00005			-8.94
Total Outstan	ding Checks						-12,844.33

## **Fourth Order of Business**

4C

#### KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

#### Payment Register by Fund

For the Period from 06/01/2025 to 06/30/2025 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	RAL FUI	ND - 001	<u>L</u>						
001	1034	06/04/25	V00008	BARRACO & ASSOCIATES INC	29407	ENGINE	ENGINEERING SER	531147-51301	\$1,740.0
001	1035	06/04/25	V00006	COLEMAN, YOVANOVICH & KOESTER, P.A.	15	LEGAL SERVICES THROUGH 03.11.2025	PROF SVCS- MARCH 2025	531146-51401	\$79.0
001	1035	06/04/25	V00006	COLEMAN, YOVANOVICH & KOESTER, P.A.	14	LEGAL SERVICES THROUGH 03/25/25	PROF SVCS THROUGH 03/25/25	531146-51401	\$39.5
001	1037	06/19/25	V00005	INFRAMARK LLC	143805	postage	Postage, Phone, Faxes, Copies	541024-51301	\$1.3
001	1037	06/19/25	V00005	INFRAMARK LLC	144980	Management fee monthly	March 25 MGMNT SVCS	531150-51301	\$3,208.3
001	1037	06/19/25	V00005	INFRAMARK LLC	149095	DISTRICT MANAGEMENT MAY 2025	District Manager	531150-51301	\$2,083.3
001	1037	06/19/25	V00005	INFRAMARK LLC	149095	DISTRICT MANAGEMENT MAY 2025	WEBSITE MAINT	549936-51301	\$125.0
001	1037	06/19/25	V00005	INFRAMARK LLC	149095	DISTRICT MANAGEMENT MAY 2025	ACCOUNTING SVCS	532001-51301	\$1,000.00
001	1037	06/19/25	V00005	INFRAMARK LLC	147148	DISTRICT MANAGEMENT APRIL 2025	DISTRICT MANAGER APRIL 2025	531150-51301	\$2,083.33
001	1037	06/19/25	V00005	INFRAMARK LLC	147148	DISTRICT MANAGEMENT APRIL 2025	WEBSITE MAINT	549936-51301	\$125.00
001	1037	06/19/25	V00005	INFRAMARK LLC	147148	DISTRICT MANAGEMENT APRIL 2025	ACCOUNTING SVCS	532001-51301	\$1,000.00
001	1037	06/19/25	V00005	INFRAMARK LLC	145977	POSTAGE	Postage, Phone, Faxes, Copies	541024-51301	\$0.69
001	1037	06/19/25	V00005	INFRAMARK LLC	150837	Inframark Management Inv - June 25	District Management June 25	531150-51301	\$2,083.33
001	1037	06/19/25	V00005	INFRAMARK LLC	150837	Inframark Management Inv - June 25	WEBSITE MAINT - June 25	549936-51301	\$125.00
001	1037	06/19/25	V00005	INFRAMARK LLC	150837	Inframark Management Inv - June 25	ACCOUNTING SVCS - June 25	532001-51301	\$1,000.00
001	1039	06/25/25	V00005	INFRAMARK LLC	151847	Inframark Management Inv - May 25	May 25 - Postage / Copies	541024-51301	\$8.9
								Fund Total	\$14,702.8

Total Checks Paid	\$14,702.83
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# **Fourth Order of Business**

**4D** 

### KINGSTON ONE CDD

### **Summary of Operations and Maintenance Invoices**

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
INFRAMARK LLC	6/1/2025	150837	\$2,083.33		District Management June 25
INFRAMARK LLC	6/1/2025	150837	\$125.00		WEBSITE MAINT - June 25
INFRAMARK LLC	6/1/2025	150837	\$1,000.00	\$3,208.33	ACCOUNTING SVCS - June 25
INFRAMARK LLC	6/17/2025	151847	\$8.94	\$8.94	May 25 - Postage / Copies
Monthly Contract Subtotal			\$3,217.27	\$3,217.27	
Variable Contract					
COLEMAN, YOVANOVICH & KOESTER, P.A.	6/18/2025	17	\$1,264.00	\$1,264.00	PROF SVCS- JUNE 2024
Variable Contract Subtotal			\$1,264.00	\$1,264.00	
TOTAL			\$4,481.27	\$4,481.27	



INVOICE

2002 West Grand Parkway North Suite 100 Katy, TX 77449

**BILL TO** 

Kingston One Community Development District 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States INVOICE# 150837 CUSTOMER ID C5066 PO# DATE
6/1/2025

NET TERMS
Net 30

DUE DATE
7/1/2025

Services provided for the Month of: June 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
District Management	1	Ea	2,083.33		2,083.33
Website Maintenance / Admin	1	Ea	125.00		125.00
Accounting Services	1	Ea	1,000.00		1,000.00
Subtotal					3,208,33

Subtotal	\$3,208.33
Tax	\$0.00
Total Due	\$3,208.33

Remit To: Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday — Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



INVOICE

2002 West Grand Parkway North Suite 100 Katy, TX 77449

**BILL TO** 

Kingston One Community Development District 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States INVOICE# 151847 CUSTOMER ID C5066

PO#

DATE
6/17/2025
NET TERMS
Net 30
DUE DATE
7/17/2025

Services provided for the Month of: May 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	1	Ea	0.69		0.69
B/W Copies	55	Ea	0.15		8.25
Subtotal					8.94

Subtotal	\$8.94
Tax	\$0.00
Total Due	\$8.94

Remit To: Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103-3556 Telephone: (239) 435-3535

Fax: (239) 435-353

Kingston One CDD c/o Inframark Brian Lamb, District Manager 2005 Pan Am Circle, Suite 120 Tampa FL 33607 Page: 1 June 18, 2025 File No: 18650-001M

Statement No:

\$1,915.25

Attn: Teresa Farlow

Gen Rep

#### SENT VIA EMAIL TO: inframarkcms@payableslockbox.com

Balance Due (includes previous balance, if any)

		Previous Balance		\$809.25						
<u>Fees</u>										
05/06/2025 GLU Review and respond to email correspondence from Kelly Dattler on budget resolution; prepare resolution					Hours					
				ller on budget	0.75	296.25				
05/15/2025	GLU	Exchange multiple email correspondence with Blacksmith on meeting and transition	0.25	98.75						
05/21/2025	GLU	, , , , , , , , , , , , , , , , , , , ,								
	review and analyze proposed letter and interlocal; Telephone conference with Ray Blacksmith on same.  GLU Review agenda for Board of Supervisors meeting; Participation in Board of Supervisors meeting  Professional Fees through 06/18/2025					671.50				
						197.50				
						1,264.00				
		Recapitula	tion							
		ekeeper gory L. Urbancic	<u>Hours</u> 3.20	<u>Rate</u> \$395.00	<u>Total</u> \$1,264.00					
		Total Current Work				1,264.00				
<u>Payments</u>										
06/02/2025 06/09/2025		Fee payment received ck # 1033 Kingston One Fee payment received ck # 1035 Kingston One				-39.50 -118.50				
		Total Payments								

# Fifth Order of Business

### **5A**

# Fifth Order of Business

**5B** 

# Fifth Order of Business

**5C**