

CITY OF NORTH PORT, FLORIDA
and
FORESTAR (USA) REAL ESTATE GROUP INC.
WATER AND WASTEWATER SYSTEM
STANDARD DEVELOPER'S AGREEMENT
ADDRESSING ONSITE AND OFFSITE FACILITIES

THIS WATER AND WASTEWATER SYSTEM STANDARD DEVELOPER'S AGREEMENT ADDRESSING ONSITE AND OFFSITE FACILITIES ("Agreement") is made and entered into this ____ day of _____, 2025, (the Effective Date) by and between **FORESTAR (USA) Real Estate Group Inc.**, a Delaware corporation registered to conduct business in the State of Florida, hereinafter referred to as "**Developer**," and the City of North Port, Florida, an incorporated municipality located within the State of Florida, hereinafter referred to as the "**City**" (collectively, Developer and the City may be referred to as the "**Parties**").

RECITALS

1. Developer owns or controls lands ("Property") located in North Port, Florida, the boundary description and property identification(s) of which is set forth in Exhibit "A-1" and a map of which is attached as Exhibit "A-2," both of which are incorporated herein. More specifically, Developer owns fee simple title to that portion of the Property described in Exhibit "A-3," attached hereto and incorporated herein ("Phase 1 Lands") and is the contract purchaser of the balance of the Property ("Future Phase Lands") owned in fee simple by H.M.T.A Real Estate LLC, a Florida limited liability company (HMTA), the boundary description and property identification(s) of which is set forth in Exhibit "A-4."
2. Altogether, the Property (that is, the Phase 1 Lands and the Future Phase Lands) is zoned to be developed with up to 3,598 dwelling units with appurtenant facility uses, 18 hole golf course and up to 40,000 square feet of commercial uses within a project to be known as "Star Farms at North Port" (the "Star Farms at North Port Project"). The Phase 1 Lands will contain 900 dwelling units ("Phase 1"). Nothing contained in this Agreement shall be construed as relieving Developer of its obligation to obtain any and all necessary permits and approvals necessary to develop the Star Farms at North Port Project as described herein in accordance with applicable regulations.
3. Developer is about to commence construction of certain onsite water and wastewater improvements within the Phase 1 Lands, as depicted and described in Exhibit "B" attached hereto and incorporated herein ("Onsite Utility Improvements") to serve Phase 1 of Star Farms at North Port.
4. Concurrently with its construction of the Onsite Utility Improvements for Phase 1, Developer is commencing construction of certain offsite water and wastewater improvements ("Offsite Utility Improvements") to serve the entirety of Star Farms at North Port project to be developed on the Property over time (that is, the development to be constructed on the Phase 1 Lands and all future phases to be developed on the Future Phase

Lands), as depicted and described in Exhibit "C," attached hereto and incorporated herein. (Collectively, the Onsite Utility Improvements and the Offsite Utility Improvements may be referred to as the "Utility Improvements"). The Parties understand that a portion of the Utility Improvements will be located on the Property (including a stub-out) for the future development to connect.

5. Developer is desirous of prompting the construction of the Utility Improvements so the Star Farms at North Port Project constructed on the Property will receive adequate water and wastewater services.
6. The City is also desirous of Developer commencing construction of the Offsite Utility Improvements so to enable development in this area of the City as other properties and developments would be able to connect to and benefit from the Offsite Utility Improvements.
7. The City is interested in Developer upsizing the Offsite Utility Improvements so that the utility infrastructure may provide water and wastewater services to additional properties and end users in the area.
8. In accordance with the provisions and stipulations hereinafter set forth, as well as all applicable laws, the City is willing to allow the Developer to connect the Onsite Utility Improvements to its central water and wastewater facilities and thereafter operate such facilities and infrastructure. Consistent with the foregoing sentence, the City is constructing downstream improvements to provide adequate capacity for the 900 dwelling units to be constructed within Phase 1 Lands. There will be additional downstream improvements needed in the future so the occupants of the development within the Star Farms at North Port Project (that is, the development to occur within the Future Phase Lands as described in this Agreement) to be constructed on the Property will receive adequate water and wastewater services from the City.
9. In accordance with the provisions and stipulations hereinafter set forth, as well as all applicable laws, the Developer is willing to: (i) construct the Onsite Utility Improvements at its sole cost and expense and (ii) construct the Offsite Utility Improvements to the City's specifications in exchange for reimbursement from the City for the material cost difference of their upsizing beyond what is required to serve the Star Farms at North Port Project ("City's Proportionate Share").

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, Developer and the City hereby covenant and agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct, are fully incorporated herein, and are a material part of this Agreement.

SECTION 2. DEFINITIONS.

The definitions set forth in the chapter entitled "Public Utilities" found in the North Port City Code shall apply in this Agreement unless otherwise specified below. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (1) "Service": The readiness and ability on the part of the City to furnish water and wastewater services to each lot.
- (2) "Point of Delivery or Collection": The point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be the point on the customer's lot line.
- (3) "Contribution-in-Aid-of-Construction": The sum of money, and/or property, represented by the value of the water distribution and wastewater collection systems constructed by Developer, which Developer covenants and agrees to pay and/or transfer to the City as a contribution-in-aid-of-construction, to induce the City to continuously provide water and wastewater services to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS.

Developer agrees to grant at no cost to the City the exclusive right or privilege to own, maintain, and operate those of the Utility Improvements, including the Onsite Utility Improvements to be constructed by Developer, in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places within the Phase 1 Lands as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats, as applicable. Developer acknowledges that the City will possess the right of ingress and egress over the pertinent portions of the Phase 1 Lands to carry out these utility functions through the recording of the final plat. The foregoing grants shall be for such period of time, as the City requires such rights, privileges or easements in the ownership, maintenance, operation or expansion of the water and wastewater facilities. The City hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water and wastewater facilities in any of the easement areas; and Developer in granting easements herein, or pursuant to the terms of this instrument, shall have the rights to grant exclusive or non-exclusive rights, privileges and easements to other entities to provide the Property any utility services other than water and wastewater services. With respect to the Onsite Utility Improvements, Developer shall obtain, at its own expense, upon direction by the City, any and all easements necessary which easements shall be in favor of the City. Developer agrees to dedicate to the City, an easement, as to be determined by the City, so as to allow the City to enter the Property and make such alterations, repairs, or other work, as the City shall deem necessary to achieve efficient service in the water and sewer systems. Any easement shall be dedicated to the City and recorded in the Public Records of Sarasota County, Florida within ten (10) days prior to acceptance of the asset by the City.

SECTION 4. PROVISION OF SERVICE, PAYMENT OF RATES.

Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Developer, the City agrees to allow the connection of the Onsite Utility Improvements installed by Developer to the central water and wastewater facilities of the City, as

improved and expanded by the Offsite Utility Improvements, in accordance with the terms and intent of this Agreement. Developer must provide written confirmation to the City that Developer has substantially completed construction of the Offsite Utility Improvements before any Certificates of Occupancy are issued for dwelling units within the Star Farms at North Port Project. Such connection shall be in accordance with rules and regulations of the Department of Health and the Florida Department of Environmental Protection. The City agrees that once it provides water and wastewater services to the Property and Star Farms at North Port Project or others have connected customer installations to its system, that thereafter, the City will continuously provide in return for payment of all applicable rates, fees, and charges and in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water and wastewater services to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water distribution and wastewater collection operations of the City. Developer, its successors and assigns agree to timely and fully pay to the City all applicable monthly rates, fees and charges including but not limited to, Utility Inspection Fees and Developer Agreement Fees as defined in the City Fee Structure and to fully comply with all City codes, rules, regulations, and ordinances applicable to the provision of water, wastewater and, if applicable, reclaimed water service.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

5.1 So that the City may provide water and wastewater facilities, and to continuously provide customers located on the Property with water and wastewater services, Developer hereby covenants and agrees to pay for the construction and to transfer ownership and control to the City as a contribution-in-aid-of-construction, the Utility Improvements.

5.2 Developer has filed with the City engineering plans and specifications for the Utility Improvements as referenced in Exhibits "B" and "C," attached hereto. The City Utility Director has advised Developer's engineer of the upsizing requirements for the Offsite Utility Improvements, which are incorporated into the engineering plans filed with the City. The Onsite Utility detailed plans embrace the Phase 1 Lands, and subsequent phases will be submitted to the City for review and approval. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan has been submitted to the City concurrent with or prior to submission of plans for Phase 1. All such plans and specifications shall be submitted to the City and no construction shall commence until the City has approved such plans and specifications in writing. The complete plans and specifications, as to be approved by the City's Utilities Director or designee, for connection to the City's system shall be prepared by Developer's Professional Engineer, who shall be registered in the State of Florida. All construction shall be in strict conformity with the final plans and specifications as approved by the City. The City, its Utilities Director, or other representative, shall have the right to inspect any and all construction, whether in public rights-of-way or on private property. Upon notification of any deviation from the approved plans and specifications, Developer shall immediately make modifications as directed by the City. No construction shall be commenced without final approval of the plans and specifications by the City's Utilities Director. After approval, Developer shall cause to be constructed the Onsite Utility Improvements (at Developer's expense) and the Offsite Utility Improvements (with the City responsible for just the material costs of upsizing), as shown on all plans and specifications.

5.3 Developer agrees to the following working hours for any work done by the City in connection with implementation of this Agreement. Normal working hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m. Work outside of the normal working hours will constitute an "Overtime" rate, which will be reimbursed to the City. The Overtime rate will be calculated by the City on a time and a half basis plus all overhead fees. Should work be conducted on scheduled holidays, Developer will be responsible to reimburse on a double time and a half rate plus all overhead fees. The City will invoice for such fees and payment must be made by Developer within 30 days.

5.4 To connect the Utility Improvements to the City's existing water transmission system and existing wastewater system, Developer shall design to the City's specifications, apply for and be issued all required permits, and construct to the City's most current specifications all infrastructure, approved by Staff Development Review (SDR). Developer agrees to upgrade and pay for any and all supporting infrastructure, which is required to support the flows for the said project to include but not be limited to a DATAFLOW SCADA system on any existing or newly constructed lift stations that will serve the project.

5.5 Developer understands the need to support the City's water conservation efforts and, to the extent it is possible shall utilize Florida friendly yards, xeriscape landscaping and agrees to permit, construct and design all irrigation systems to meet the City's reclaimed water standards approved by Staff Development Review (SDR) and to include FDEP Rule 62-610.460 and agrees to utilize reclaimed water, if available, as the primary source for irrigation purposes. The quality of the reclaimed water shall meet the requirements of FDEP Rule 62-610.460. The City shall be held harmless and indemnified by Developer for the resulting water quality after mixing in Developer's storage pond, unless reclaimed waters of quality not meeting the requirements of FDEP Rule 62-610.460 is provided by the City. Developer agrees to connect any existing irrigation distribution systems to the City's reclaimed water system and agrees to utilize reclaimed water as the primary source for irrigation purposes at such time as reclaimed water is made available to the development.

5.6 With the exception of the City's Proportionate Share of the Offsite Utility Improvements, all costs relating to the construction of the Utility Improvements by Developer including but not limited to labor, overhead, permits, taxes, licenses, application fees, inspection fees, easement acquisitions, lift stations, backflows, SCADA systems, pumps, pipes, materials, and any other direct or indirect costs related to the construction shall be borne by Developer and shall be fully paid by Developer. All of the City's costs in connection with the construction including but not limited to charges for inspections, maintenance, administrative expenses, and any other costs incurred by the City in connection with this matter shall be paid by Developer. In addition to such costs, Developer shall pay to the City, fees described in Section 4 above and in Section 20 below.

5.7 During the construction of the Utility Improvements by Developer, the City shall have the right to inspect such installation to determine compliance with plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration/vacuum, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the City upon completion of construction. City inspections of the off-site and on-site facilities will not delay the construction schedule.

5.8 Developer shall have applied for and have been issued all required permits for construction of the facilities described herein and shall have prepared all documents necessary to solicit bids from qualified contractors. With respect to the Offsite Utility Improvements, Developer agrees to submit separate bid proposals for the materials portion (only) of the oversizing as the base proposal and Developer-required line size as an alternative proposal. Before publication or distribution by Developer, Developer agrees to submit either separate bid proposals or a singular bid proposal for the Offsite Utility Improvements to the City for its review and comment which may include, but not limited to, requiring incorporating provisions for compliance with public project bid requirements. Provided that the City does not reject the bid proposal which Developer intends to accept, the City agrees to pay Developer the difference of the bid for the material cost for the oversizing of the Offsite Utility Improvements not later than thirty (30) days following approval by the City of Developer's delivery of its contractually required incremental payment to its construction contractor. Developer understands and agrees that the City's share of construction cost shall be for the material costs only and does not include such items as design, insurance, contingency, installation, construction management, administrative fees, or other construction-related costs.

5.9 By these presents and consistent with Section 3 of this Agreement, Developer hereby agrees to transfer to the City, title to the Utility Improvements installed by Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the City of said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the City, Developer shall convey to the City, by bill of sale, or other appropriate documents, in a form satisfactory to the City's counsel, all Utility Improvements as constructed by Developer and approved by the City. Developer shall further cause to be conveyed to the City, all easements and/or rights-of-way covering areas in which Onsite Utility Improvements are installed by recordable document in a form satisfactory to the City's counsel. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to the City, establishing Developer's rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easements granted by Developer shall include the use by other utilities so long as such uses by electric, telephone, gas utilities, or cable television do not unreasonably and materially interfere with use by the City. The City agrees that the acceptance of the Utility Improvements, installed by Developer, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the City for the continuous operation and maintenance of such systems from that date forward.

5.10 All Utility Improvements by Developer or its contractor shall have at least a one-year warranty from the date of acceptance by the City. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. Any such liens shall remain subordinate to this Agreement. All Utility Improvements shall be covered by easements if not located within platted or dedicated rights-of-way.

5.11 Whenever the development of the subject Property involves one customer or a unity of several customers, and in the opinion of the City ownership by the City of a portion of the Onsite Utility Improvements is not necessary, then at the sole option of the City, Developer, or its

successor or assigns, shall retain ownership and the obligation for maintenance of such Onsite Utility Improvements.

5.12 Payment of the contribution-in-aid-of-construction does not and will not result in the City waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. The City shall not be obligated for any reason whatsoever nor shall the City pay any interest or rate of interest upon the contribution. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water and wastewater facilities and properties of the City, and all prohibitions applicable to Developer with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water and wastewater services shall not be entitled to offset any bill or bills rendered by the City for such service or services against the contributions. Developer shall not be entitled to offset the contributions against any claim or claims of the City unless specified in the Special Conditions of this Agreement.

5.13 If any use involving commercial kitchen facilities is located on the Property, the wastewater facilities shall include such grease interceptors or grease traps (a "Grease Trap") as may be required by City Standards or by applicable law, codes, rules, regulations and standards pertaining thereto, as the same may from time to time be amended. All wastewater from any grease producing equipment, including floor drains in food preparation areas, must first enter the grease trap for pretreatment before the wastewater is delivered to the City's wastewater system. Provisions for a Grease Trap shall be included in the plans and specifications and shall call for such size, capacity and other specifications as are required by the City's Standards and the applicable governmental agencies. The City shall have the right, but not the obligation, to inspect and test any Grease Trap in order to ensure compliance with the terms hereof. Developer shall indemnify and hold harmless the City from and against any and all liability, cost, expenses and fees, including attorneys' fees and costs, arising or resulting from Developer's failure to install and adequately maintain a Grease Trap including, without limitation, any costs or expenses resulting or arising from damage to the City's wastewater system lines, lift stations and plant facilities caused by grease, oil, fats, prohibited solvents or any other materials entering into or coming in contact with such lines, lift stations and plant facilities because of Developer's failure to adhere to the provisions.

SECTION 6. EVIDENCE OF TITLE.

Within a period of thirty (30) days after the execution of this Agreement, at the expense of Developer, Developer agrees to either deliver to the City an Abstract of Title, brought up to date, which abstract shall be retained by the City and remain the property of the City, or to furnish the City an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to the Phase 1 Lands, which opinions shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of the Section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in the Phase 1 Lands shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES.

Developer agrees with the City that all Utility Improvements conveyed to the City for use in connection with providing water and wastewater services to the Property, shall at all times remain in the complete and exclusive ownership of the City, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES.

Notwithstanding any provision in this Agreement, the City may establish, revise, modify and enforce rules, regulations and rates covering the provision of water and wastewater services to the Property. Such rules, regulations and rates are subject to the approval of the City of North Port, Florida. Such rules and regulations shall at all times be reasonable and subject to regulations as may be provided by law or under contract. Rates charged to Developer or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Developer, upon any other entity holding by, through or under Developer; and upon any customer of the water and wastewater services provided to the Property by the City to serve the Star Farms at North Port Project.

SECTION 9. PERMISSION TO CONNECT REQUIRED.

Developer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any customer installation to the City's central water and wastewater facilities until the City has granted approval for such connection and shall be subject to illegal connection fee in effect at the time of discovery of any connection not previously approved by the City.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER; DISCLOSURE; INDEMNIFICATION RELATING TO ASSIGNMENT.

10.1 This Agreement shall be binding upon and shall inure to the benefit of Developer, the City and their respective assigns and successors by merger, consolidation or conveyance.

10.2 Except as provided in Sections 10.3 and 10.4, below, this Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Developer without the written consent of the City first having been obtained, which consent shall not be unreasonably withheld. The City's consent shall not be unreasonably withheld in the event of either a sale, conveyance, assignment or other disposal of this Agreement, or the assignment of ERCs under the terms of this Agreement.

10.3 Developer intends to convey portions of the Phase 1 Lands to third parties who will be constructing thereon residences and buildings which will be connected to the Utility Improvements as customer connections. Upon conveyance of such portions of the Phase 1 Lands to third parties, Developer shall have the right to assign to such third parties ERCs, together with the obligation to pay to the City all Guaranteed Revenue Charges associated with such ERCs. When assigning ERCs, Developer shall, pursuant to the procedures of Section 11, below, deliver to the City an executed and recorded instrument assigning such ERCs to the third-party assignee which shall be in substantial accordance with Exhibit "D," attached hereto and incorporated herein. Upon Developer's recording the assignment in the Public Records of Sarasota County, Florida,

Developer's rights and obligations with regard to the assigned ERCs and their associated Guaranteed Revenue Charges shall be terminated under this Agreement.

10.4 Developer and the City acknowledge that Developer may sell or lease some or all of the Property and may or may not be the Applicant who shall subsequently pay the Water and Wastewater Capacity Fees prior to connection of the proposed units to be serviced by the City. Developer agrees to disclose to any grantee, lessee, or assignee any obligation of such grantee, lessee, or assignee to pay to the City the then adopted Water and Wastewater Capacity Fees.

10.5 Developer agrees to disclose in writing to any grantee, lessee, or assignee, Developer's entitlement to receive a refund from the City of any Water and Wastewater Capacity Fees paid and reserved hereunder by Developer to the City upon payment of those Water and Wastewater Capacity Fees by any grantee, lessee or assignee of Developer.

10.6 Developer, on behalf of itself and its successors and assigns, hereby further agrees to indemnify, defend, save and hold harmless the City from and against any and all suits, actions, claims, demands, liabilities, judgments and costs of any nature whatsoever arising as a result of the City's refund to Developer of the Water and Wastewater Capacity Fees previously paid by Developer and/or the City's receipt of payment from Developer's grantees, lessees, or assignees, of new Water and Wastewater Capacity Fees at the time of application for connection of the proposed units to be served by the City unless same was due to the City's negligence by act or omission. In the event the City is made a party to any litigation arising as a result thereof, the City shall have the option of providing for its own defense in said litigation and billing Developer, its successors and/or assignees for all expenses of litigation, including its direct costs, at the commercially recognized rate for attorney fees, inclusive of paralegal or legal assistant services, which expenses Developer shall pay promptly upon demand, or in the alternative, designating Developer, its successors and/or assigns, to defend the City at the expense of Developer, its successors and assignees.

SECTION 11. NOTICES.

Until further written notice by either party to the other, all notices provided for herein shall be in writing and delivered by email, courier service or by US Mail to:

As to Developer:

Forestar (USA) Real Estate Group Inc.
551 N. Cattlemen Road, Suite 304
Sarasota, FL 34232
Attention: Tony J. Squitieri, Florida Regional Vice President
Telephone: 813-392-3376
Email: tonysquitieri@forestar.com

Forestar (USA) Real Estate Group Inc.
3031 North Rocky Point Drive W., Suite 195
Tampa, FL 33607
Attention: Robert J. Metz, Vice President
Telephone: 813-517-0168
Email: robertmetz@forestar.com

With a copy to:

Forestar (USA) Real Estate Group Inc.
551 N. Cattlemen Road, Suite 304
Sarasota, FL 34232
Attention: John Barnott
Director of Development and Real Estate Investments, Sarasota
Telephone: (941) 226-4430
Email: JohnBarnott@forestar.com

As to City:

City of North Port Utilities Department
Attention: Utilities Director
4970 City Hall Blvd.
North Port, FL 34286
Telephone: (941) 240-8000
Email: twisner@northportfl.gov

With a copy to:

City of North Port
Attention: City Attorney's Office
4970 City Hall Blvd.
North Port, FL 34286

SECTION 12. SURVIVAL OF COVENANTS.

The rights, privileges, obligations and covenants of Developer and the City shall survive the completion of the Utility Improvements by Developer.

SECTION 13. ATTORNEY'S FEES.

In the event that the City or Developer is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party in such suit shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS, LIMITATIONS ON LIABILITY.

14.1 **STATUS.** The Parties deem each other to be independent contractors, and not agents of the other.

14.2 **INDEMNITY.** Developer shall indemnify the City, its respective agents, commissioners and employees, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including reasonable attorney's fees, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of Developer, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control or direction of Developer, or by Developer's construction of the Offsite Utility Improvements, and Developer shall indemnify and hold harmless the City as aforesaid from all liability, claims and all other items above mentioned, arising or growing out of or connected with any default, breach, violation or nonperformance by

Developer of any covenant, condition, agreement or provision contained in this Agreement concerning all or any part of the City's system. Should Developer fail for any reason to indemnify and hold harmless the City, the City shall have the right to enforce the terms of this Agreement by placing a lien against the Phase 1 Lands, but excluding lots subsequently sold to third party end users, upon which this Agreement runs, and the City shall be entitled to recover interest at the highest lawful rate on the lien and shall be entitled to foreclose and enforce the lien and recover costs and fees in connection with the foreclosure of the lien or enforce this Agreement in any other manner allowed by law, including termination of service. Such indemnification shall include costs for physical repair of the City's system.

14.3 FORCE MAJEURE.

(a) Neither party shall be liable to the other in any way whatsoever for any failure or delay in performance of any of the obligations under this Agreement (other than obligations to make payment) arising out of any event or circumstance beyond the reasonable control of such party ("force majeure event"), including without limitation, acts of God, hurricanes, earthquakes, fires, floods, washouts, power outages, explosions, interruptions in telecommunications or internet or network provider services, acts of governmental entities (provided, however, that a legislative or executive act of the City shall not constitute a force majeure event as to the City except in the case of a declared emergency), war, terrorism, civil disturbance, insurrection, riots, acts of public enemies, epidemics, pandemics, strikes, lockouts or other labor disputes, inability of the City to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county (but not any such rules, regulations, orders, laws or proclamations by the City, except as set forth above relating to declared emergencies), civil or military, or otherwise, and other causes beyond the reasonable control of either party, whether or not specifically enumerated herein.

(b) Failure or delay of performance by either party due to a force majeure event shall not be deemed a breach of this Agreement, and neither party shall have the right to terminate this Agreement on account of non-performance of the other party based on a force majeure event.

(c) Furthermore, any temporary cessation or interruption of water and/or sewer services to the Property by the City resulting from necessary maintenance work, breakdown of, or damages to, machinery, pumps or pipelines shall not constitute a breach of this Agreement by the City nor shall it impose liability upon the City by Developer, its successors or assigns.

14.4 LIMITATION OF LIABILITY; AVAILABLE REMEDIES.

(a) IN NO EVENT SHALL THE CITY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON WHATEVER THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and

(b) DEVELOPER'S REMEDIES AGAINST THE CITY FOR THE CITY'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, IF NOT

EXCUSED ON THE BASIS OF A FORCE MAJEURE EVENT OR AS OTHERWISE PROVIDED IN THIS AGREEMENT, SHALL BE LIMITED TO SPECIFIC PERFORMANCE, INJUNCTION OR OTHER EQUITABLE RELIEF.

14.5 DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, 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 party to this Agreement or an authorized successor or assignee thereof.

14.6 DISCLAIMER OF SECURITY. Notwithstanding any other provision of this Agreement, Developer expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, the City's system), any personal property, or any existing or future revenue source of the City (including, specifically, any revenue or rates, fees, or charges collected by the City in connection with the City system) as security for any amounts of money payable by the City under this Agreement; and (2) that its rights to any payments or credits under this Agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the City, whether currently outstanding or hereafter issued.

14.7 CERTIFICATE OF INSURANCE. Developer shall furnish the City with a certificate(s) of insurance prior to the date upon which FDEP permits for construction of the Offsite Utility Improvements are signed by the Utility Director which shall comply with the insurance requirements set forth below. Said certificate shall provide that insurance coverage shall not be canceled or reduced by the insurance carrier without at least thirty (30) days prior written notice to the City. In the event that the insurance coverage expires prior to completion of the Offsite Utility Improvements, renewal certificates shall be issued 30 days prior to said expiration date. The City reserves the right to alter or amend the insurance requirements from time to time based on scope of the contract and risk factors. Insurance policies must be written by companies licensed to do business in the State of Florida and reasonably acceptable to the City. The City must be named an additional insured on all policies except worker's compensation. Approval and acceptance of insurance by the City shall not relieve or decrease the liability of Developer. Commercial general liability insurance coverage must be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damages, and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

14.7.1 City Insurance Requirements

	City Insurance Requirements
WORKERS COMP all state and federal statutory limits apply	\$3,000,000 each accident \$1,000,000 each employee \$1,000,000 policy limit for disease

COMMERCIAL GENERAL LIABILITY occurrence form; required aggregate separate to this job	\$3,000,000 each occurrence \$6,000,000 general aggregate \$1,000,000 products and completed ops \$100,000 fire damage
COMMERCIAL AUTO LIABILITY all owned, non-owned, hired vehicles	\$3,000,000 each accident for property damage and bodily injury with contractual liability coverage

14.7.2 RESERVATION OF RIGHTS - The City of North Port reserves the right to alter or amend these requirements, to decrease or increase the requirements as they see fit, without prior notice, depending on the scope of the contract and the risk factors involved.

14.7.3 ADDITIONAL REQUIREMENTS – Developer shall cause its contractor constructing the Offsite Utility Improvements to furnish the City with Certificates of Insurance. **The City of North Port is to specifically be listed / named as an ADDITIONAL INSURED on both the COMPREHENSIVE GENERAL LIABILITY and BUSINESS AUTO POLICIES.** All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. An INDEMNIFICATION & HOLD HARMLESS AGREEMENT must be signed by an authorized representative of Developer’s contractor and included with the Certificate of Insurance for all contracts for service.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS.

Developer, as a further consideration for this Agreement, agrees that it shall not (the words “shall not” being used in a mandatory definition) engage in the business of providing water and wastewater services to the Property during the period of time the City, its successors and assigns, provide water and wastewater services to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land with respect to the Phase 1 Lands and under said provision and also under other provisions of this Agreement the City shall have sole and exclusive right and privilege to provide water and wastewater services to the entirety of the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 16. RECORDATION.

The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Sarasota County, Florida at the expense of Developer.

SECTION 17. SEVERABILITY.

If any court of competent jurisdiction finds any part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT.

The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY.

19.1 Except as otherwise may be set forth in this Agreement, the execution of this Agreement between Developer and the City does not constitute a specific reservation of capacity by Developer. Unless and until the required capacity fees and charges have been paid by Developer, the City does not hereby guarantee that capacity will be available for Developer's project on any later date.

19.2 Any specific reservations of capacity, and the fees and charges for such reservation of capacity, must be detailed either within the body of this Agreement, including Section 20 -- Special Conditions. Such reservation of capacity shall be so reserved for a definite period of time only as long as the payment of appropriate fees and charges are made by Developer or as negotiated between the parties.

19.3 Capacity fees that are paid by Developer for reservation of capacity, but which are not used by Developer within the period of the reservation, are not refundable.

19.4 The City reserves the right to adjust the Water and Wastewater Capacity Fees (higher or lower) in the future. Developer shall pay the adopted capacity charge that is in effect at the time of meter application for water and wastewater capacity, as well as the connection fee and security deposits as connections are required and approved by the North Port Utilities Department.

SECTION 20. SPECIAL CONDITIONS.

The following Special Conditions are mutually agreed upon by Developer and the City. To the extent these Special Conditions conflict with any recitals or provisions contained in this Agreement, these Special Conditions shall prevail.

20.1 If Developer wishes to reserve ERCs, then once the corresponding Water Capacity Fee and Wastewater Capacity Fees are paid pursuant to Section 20.3, below, Developer shall thereafter pay to the City the adopted Guaranteed Revenue Charge for each reserved and unconnected or unused potable water and wastewater ERC. Developer's obligation to pay the Guaranteed Revenue Charges for ERCs will commence upon payment of the corresponding Water Capacity Fee and Wastewater Capacity Fees. The Guaranteed Revenue Charges will be billed as of September 30 annually and prorated based upon the period of time during the preceding year between reservation (payment of Capacity Fees) and for as long as such ERCs were unconnected or unused. Developer will be billed for the per day charge (a prorated basis) for the number of days each ERC remained unconnected or unused during the preceding year.

20.2 As of October 1, 2019, the Guaranteed Revenue Charge was set at the monthly water base facility charge multiplied by 12 months, rounded to the nearest dollar per year per water ERC and the monthly wastewater base facility charge multiplied by 12 months, rounded to the nearest dollar per year per wastewater ERC, and currently remains at that amount; however, City reserves the right to adjust the charge (higher or lower) in the future. Developer shall pay the Guaranteed Revenue Charge in effect at the time of payment. Developer shall have thirty (30) days from the date of the guaranteed revenue invoice to make payment.

20.3 Developer, or its individual lot transferees, shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for Phase 1 for the sole purpose of reserving capacity. The Parties anticipate the reservation of capacity by Developer will occur as follows:

- i. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 450 ERCs on or before issuance of the first Certificate of Occupancy for a residence, building or unit within Phase 1 (Developer estimates that the first Certificate of Occupancy will be issued by November 1, 2026).
- ii. Developer shall pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 450 ERCs one (1) year from the date the first Certificate of Occupancy is issued for a residence, building or unit within Phase 1 (Developer estimates that the first Certificate of Occupancy will be issued by November 1, 2027).

The Parties acknowledge the capacity reservation schedule for Phase 1 as set forth above is Developer's estimate of the anticipated development schedule for the Phase 1 Lands as of the Effective Date of this Agreement and is provided primarily to allow City to budget, manage and plan for available water and wastewater capacity. However, if Developer determines the development of the Property will occur at a faster pace or slower pace than the above schedule, then Developer may request the City to approve Developer accelerating or decelerating its payments of Water and Wastewater Capacity Charges for yearly increments accordingly. The Utilities Director or the City Manager may approve such a requested adjustment of the ERC payment and reservation, without need for amending this Agreement, which approval will not unreasonably be withheld.

20.4 To allow City to manage and plan for available water and wastewater capacity for the balance of the Star Farms at North Port Project to be developed on the Future Phase Lands, the Parties anticipate the reservation of capacity by Developer to occur as follows:

- i. Developer would pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 450 ERCs on or before November 1, 2028.
- ii. Developer would pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 450 ERCs on or before November 1, 2029.
- iii. Developer would pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 450 ERCs on or before November 1, 2030.
- iv. Developer would pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 450 ERCs on or before November 1, 2031.
- v. Developer would pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 449 ERCs on or before November 1, 2032.
- vi. Developer would pay the adopted Water Capacity Fee and Wastewater Capacity Fee for a block of 449 ERCs on or before November 1, 2033.

The Parties acknowledge this Section 20.4 does not obligate Developer to pay the capacity fees by the dates set forth above. Consistent with the foregoing, this Section 20.4, does not serve to reserve water or wastewater capacity with respect to the above referenced ERCs needed for the balance of Star Farms at North Port Project to be developed on the Future Phase Lands. Additional downstream improvements to the City's existing wastewater system will be needed to provide

capacity to accommodate such development. The Parties acknowledge that Developer's reservation of capacity for the balance of Star Farms at North Port Project on the Future Phase Lands, the provision of any necessary additional downstream wastewater system improvements, and the Parties' respective obligations with respect to any such additional downstream wastewater improvements shall be memorialized in an amendment of this Agreement or separate agreement as deemed appropriate by the Parties.

SECTION 21. DEFAULT, NOTICE, DAMAGES AND REMEDIES.

21.1 With respect to Guaranteed Revenue Charges for unconnected or unused potable water and wastewater ERCs reserved by Developer, Developer shall have a five (5) day grace period before a failure to make payment as required herein shall constitute an event of default under this Agreement. Developer shall be assessed a five percent (5%) late fee to be calculated on any delinquent payment if made after the expiration of the five (5) day grace period. In the event of Developer's failure to make timely payment as set forth herein and upon the expiration of the five (5) day grace period, the City shall, prior to declaring an event of default, provide Developer with written notice of the City's intent to declare an event of default. Upon such notice, should Developer be in default of any provision of this Agreement, and fail to cure the default upon proper notice, the City has the right to deny issuance of any building permits or certificates of occupancy for the residence, building or unit for which the Guaranteed Revenue Charges remain unpaid or withhold approval of any FDEP permits for utility construction associated with the project. Developer shall have an additional twenty (20) days from the date Developer receives the City's written notice within which to make the specified payment.

21.2 Should Developer fail to cure a default of Section 21.1, above, upon its receipt of proper notices, the City may undertake the appropriate legal actions it deems necessary to enforce its right and remedies as provided under this Agreement and Florida law.

21.3 The City and Developer agree that in the event of an uncured default by Developer resulting in termination of this Agreement, the City will suffer damages not only in the amount of any unpaid capacity fees, any unpaid guaranteed revenues and any associated late fees, but also in the amount of Developer's proportionate share of the capital investment the City has made in constructing the City's water and wastewater system made available to serve Developer, including but not limited to the debt service on bonds or other financing instruments issued for that purpose. For purposes of calculating damages related to the City's capital investment in the water and wastewater system, the City and Developer agree that such damages shall be valued at \$132.73 per year per reserved but unconnected water ERC and at \$111.82 per year per reserved but unconnected wastewater ERC, and that Developer shall be liable to the City, as liquidated damages, and not as a penalty, for three (3) years of such damages. This liquidated damages amount shall pertain only to the City's damages related to its capital investment in its water and wastewater system, and shall be in addition to the City's damages related to unpaid capacity fees, unpaid guaranteed revenues and associated late fees.

21.4 In addition to its other remedies, should Developer be in default of any provision of this Agreement, and fail to cure the default upon proper notice, the City has the right to deny issuance of any building permits, certificate of occupancies or approval of any FDEP permits for utility construction associated with the Phase 1 Lands.

SECTION 22. MISCELLANEOUS.

22.1 Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

22.2 Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts and shall become effective on the date it is executed by the last of the Parties.

22.3 Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement is the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

22.4 No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

22.5 Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

22.6 Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

22.7 Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

22.8 Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

22.9 Assignment. The Developer shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City, which consent shall not unreasonably be withheld.

22.10 Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Developer shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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IN WITNESS WHEREOF, Developer and the City have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

CITY OF NORTH PORT, FLORIDA

HEATHER FAUST, MMC
CITY CLERK

By: _____
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

Approved as to form and correctness:

Michael Fuino, B.C.S.
CITY ATTORNEY

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SIGNATURES CONTINUED ON FOLLOWING PAGES

FORESTAR (USA) REAL ESTATE GROUP, INC.

Witness

Christian Cotter

Print Name

Witness

MARY Moulton

Print Name

By:

Name:

Title:

Anthony Squitieri

Vice President

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 21st day of November, 2025,
by Anthony Squitieri, as Vice President of Forestar (USA)
Real Estate Group, Inc.

[Signature]
Notary Public - State of Florida

AFFIX SEAL



☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

9333572.v2

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EXHIBIT A-1

(4 Pages)

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION:

TRACT 1 (FROM O.R.I. 2002036237)

A PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE N.89°37'34"W., ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2652.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE N.89°37'34"W., ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2652.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 5; THENCE N.00°44'41"E., ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1761.54 FEET TO A POINT ON THE CENTER LINE OF A 100 FOOT WIDE, NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT RUNNING THROUGH SECTIONS 4, 5 AND 6 AS DESCRIBED IN O.R.I. 2001131259, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 00°51'35", A CHORD BEARING OF S.80°38'17"E., AND A CHORD LENGTH OF 30.01 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 30.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.80°12'29"E., CONTINUING ALONG SAID CENTER LINE, A DISTANCE OF 2116.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 25°59'19", A CHORD BEARING OF N.86°47'52"E. AND A CHORD LENGTH OF 449.71 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 453.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.73°48'12"E., ALONG SAID CENTER LINE, A DISTANCE OF 348.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 71°05'17", A CHORD BEARING OF S.70°39'09"E., AND A CHORD LENGTH OF 1162.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 1240.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.35°06'31"E., ALONG SAID CENTER LINE, A DISTANCE OF 852.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, A

CENTRAL ANGLE OF 54°12'00", A CHORD BEARING OF S.62°12'31"E. AND A CHORD LENGTH OF 819.98 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 851.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°18'31"E., ALONG SAID CENTER LINE, A DISTANCE OF 72.56 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE S.00°50'30"W., ALONG SAID EAST LINE, A DISTANCE OF 88.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE INGRESS/EGRESS AND UTILITY EASEMENT GRANTED IN O.R. INSTRUMENT NO. 2002036237 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TRACT 2

A PORTION OF SECTIONS 4, 5, 6, 8, 9, 15 AND 16, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 39 SOUTH, RANGE 22 EAST, ALSO BEING THE NORTHEAST CORNER OF THE SECOND ADDITION TO NORTH PORT CHARLOTTE ESTATES, PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGES 44 AND 44A THROUGH 44-0, PUBLIC RECORDS OF SAID SARASOTA COUNTY, FLORIDA; THENCE S.00°30'07"W. (GRID BEARING, FLORIDA TRANSVERSE MERCATOR, WEST ZONE), ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2548.44 FEET TO THE SOUTHWEST CORNER OF THE NORTH

HALF OF SAID SECTION 6; THENCE S.00°30'07"W., CONTINUING ALONG SAID WEST LINE OF SECTION 6, A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING; THENCE S.88°26'46"E., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 6, A DISTANCE OF 5299.57 FEET TO A POINT ON THE WEST LINE OF SECTION 5, BEARING S.00°44'41"W., A DISTANCE OF 100.01 FEET FROM THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 5; THENCE S.89°37'34"E., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5, A DISTANCE OF 5305.69 FEET TO A POINT ON THE WEST LINE OF SECTION 4, BEARING S.00°50'30"W., A DISTANCE OF 100.01 FEET FROM THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 4; THENCE S.89°49'42"E., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 4, A DISTANCE OF 4877.78 FEET; THENCE S.16°26'43"E., A DISTANCE OF 960.52 FEET; THENCE S.00°47'59"W., PARALLEL WITH AND 150.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 513.02 FEET; THENCE S.18°20'50"W., A DISTANCE OF 1189.95 FEET TO A POINT ON THE NORTH LINE OF SECTION 9, BEARING N.89°56'00"W., A DISTANCE OF 508.81 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 9; THENCE N.89°56'00"W., ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 2148.47 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 9; THENCE S.01°01'52"W., ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 9, A DISTANCE OF 5312.87 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 9; THENCE S.89°47'00"E., ALONG THE SOUTH LINE OF SECTION 9, ALSO THE NORTH LINE OF SECTION 16, A DISTANCE OF 2662.92 FEET TO THE NORTHWEST CORNER OF SECTION 15; THENCE S.89°40'03"E., ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 536.06 FEET TO A POINT IN THE ALDERMAN SLOUGH; THENCE FOLLOWING SAID ALDERMAN SLOUGH IN A SOUTHERLY DIRECTION, THE FOLLOWING COURSES THROUGH SECTION 15: THENCE S.12°02'12"E., A DISTANCE OF 127.44 FEET; THENCE S.09°19'36"E., A DISTANCE OF 688.88 FEET; THENCE S.04°17'39"E., A DISTANCE OF 145.23 FEET; THENCE S.11°04'54"E., A DISTANCE OF 278.80 FEET; THENCE S.18°24'37"W., A DISTANCE OF 118.03 FEET; THENCE S.27°30'33"W., A DISTANCE OF 170.26 FEET; THENCE S.05°11'15"E., A DISTANCE OF 86.33 FEET; THENCE S.07°05'59"W., A DISTANCE OF 206.26 FEET; THENCE S.03°47'11"E., A DISTANCE OF 108.15 FEET; THENCE S.15°38'29"W., A DISTANCE OF 229.08 FEET; THENCE S.11°11'29"W., A DISTANCE OF 651.33 FEET; THENCE S.04°17'53"W., A DISTANCE OF 74.25 FEET; THENCE S.16°13'07"W., A DISTANCE OF 79.94 FEET; THENCE S.06°56'07"W., A DISTANCE OF 292.06 FEET; THENCE S.19°33'24"W., A DISTANCE OF 62.42 FEET; THENCE S.51°48'15"W., A DISTANCE OF 177.50 FEET; THENCE S.35°17'02"W., A DISTANCE OF 182.82 FEET; THENCE S.51°44'00"W., A DISTANCE OF 129.18 FEET TO A POINT ON THE EAST LINE OF SECTION 16, BEARING N.00°16'13"E., A DISTANCE OF 1734.15 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE S.51°44'00"W., THROUGH SECTION 16, A DISTANCE OF 18.84 FEET; THENCE S.35°17'35"W., A DISTANCE OF 203.28 FEET TO A POINT ON THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR INTERSTATE HIGHWAY #75; THENCE N.44°57'25"W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7168.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5846.49 FEET, A CENTRAL ANGLE OF 44°14'48", A CHORD BEARING OF N.67°04'49"W., AND A CHORD LENGTH OF 4403.59 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 4514.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.89°12'13"W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1309.66 FEET TO A POINT ON THE WEST LINE OF SECTION 8; THENCE N.01°04'23"E., ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 2325.50 FEET TO THE SOUTHEAST CORNER OF SECTION 6; THENCE N.87°10'58"W., ALONG THE SOUTH LINE OF SAID SECTION 6, ALSO THE NORTH LINE OF SECTION 7, A DISTANCE OF 5292.12 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE N.00°30'07"E., ALONG THE WEST LINE OF SECTION 6, A DISTANCE OF 2448.42 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6, N.= 1007797.74, E.= 605625.27, FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE; THENCE N.00°30'07"E., 'GRID BEARING' ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 56.50 FEET; THENCE N.42°23'13"E., A DISTANCE OF 2975.77 FEET; THENCE

S.88°26'46"E., A DISTANCE OF 2676.20 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 50 FOOT WIDE WATER PIPE LINE EASEMENT AS DESCRIBED IN O.R.I. # 1999158305, PUBLIC RECORDS OF SAID SARASOTA COUNTY, FLORIDA; THENCE S.44°53'43"E., ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 889.05 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6; THENCE S.00°44'41"W., ALONG SAID EAST LINE, A DISTANCE OF 1812.32 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE N.87°10'58"W., ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 5292.12 FEET TO THE POINT OF BEGINNING.

AND LESS THE PORTION THEREOF CONVEYED IN O.R. INSTRUMENT NO. 2002056489, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS & UTILITIES OVER, ACROSS AND THROUGH SAID LANDS DESCRIBED IN O.R. INSTRUMENT NO. 2002056489.

TRACT 3 (FROM O.R.I. 2000076817)

A PORTION OF SECTIONS 3, 4, 5, 6, 9 AND 10, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 39 SOUTH, RANGE 22 EAST, ALSO BEING THE NORTHEAST CORNER OF THE SECOND ADDITION TO NORTH PORT CHARLOTTE ESTATES, PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGES 44 AND 44A THROUGH 44-O, PUBLIC RECORDS OF SAID SARASOTA COUNTY, FLORIDA; THENCE S.00°30'07"W. (GRID BEARING, FLORIDA TRANSVERSE MERCATOR, WEST ZONE), ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2548.44 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE S.88°26'46"E., ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 5299.99 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 5; THENCE S.89°37'34"E., ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 5305.86 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 4; THENCE S.89°49'42"E., ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 5280.31 FEET TO A POINT IN THE ALDERMAN SLOUGH BEARING N.89°49'42"W., A DISTANCE OF 32.18 FEET FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 4; THENCE FOLLOWING SAID ALDERMAN SLOUGH IN A SOUTHERLY DIRECTION, THE FOLLOWING COURSES: S.19°46'12"W., A DISTANCE OF 384.63 FEET; THENCE S.06°17'38"E., A DISTANCE OF 74.84 FEET; THENCE S.16°26'43"E., A DISTANCE OF 499.12 FEET TO A POINT ON THE WEST LINE OF SECTION 3, BEARING N.00°47'59"E., A DISTANCE OF 1748.16 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE S.16°26'43"E., THROUGH SECTION 3, A DISTANCE OF 211.62 FEET; THENCE S.03°07'54"W., A DISTANCE OF 225.97 FEET; THENCE S.07°53'10"W., A DISTANCE OF 216.17 FEET; THENCE S.18°35'25"W., A DISTANCE OF 87.96 FEET TO A POINT ON THE EAST LINE OF SECTION 4, BEARING N.00°47'59"E., A DISTANCE OF 1022.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE S.18°20'50"W., A DISTANCE OF 1076.23 FEET TO A POINT ON THE NORTH LINE OF SECTION 9, BEARING N.89°56'00"W., A DISTANCE OF 324.51 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 9; THENCE S.18°25'53"W., THROUGH SECTION 9, A DISTANCE OF 85.39 FEET; THENCE S.27°12'16"E., A DISTANCE OF 517.18 FEET; THENCE S.57°39'41"E., A DISTANCE OF 124.04 FEET TO A POINT ON THE WEST LINE OF SECTION 10, BEARING S.00°58'09"W., A DISTANCE OF 607.04 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S.57°39'41"E., THROUGH SECTION 10, A DISTANCE OF 63.21 FEET; THENCE S.10°12'48"E., A DISTANCE OF 555.38 FEET; THENCE S.07°21'16"E., A DISTANCE OF 672.34 FEET; THENCE S.10°44'03"E., A DISTANCE OF 651.24 FEET; THENCE S.10°36'13"W., A DISTANCE OF 530.75 FEET; THENCE S.01°14'47"W., A DISTANCE OF 820.24 FEET; THENCE S.03°22'21"E., A DISTANCE OF 253.99 FEET; THENCE S.08°05'01"E., A DISTANCE OF 925.01 FEET; THENCE S.12°02'12"E., A DISTANCE OF 324.13 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 10; THENCE N.89°40'03"W., ALONG THE SOUTH LINE OF SAID SECTION 10 AND LEAVING SAID ALDERMAN SLOUGH, A DISTANCE OF 536.06 FEET TO THE SOUTHEAST CORNER OF SECTION 9; THENCE N.89°47'00"W., ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 2662.92 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 9;

THENCE N.01°01'52"E., ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 5312.87 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 9; THENCE S89°56'00"E., ALONG THE NORTH LINE OF SECTION 9, ALSO THE SOUTH LINE OF SECTION 4, A DISTANCE OF 2148.47 FEET TO A POINT BEARING N.89°56'00"W., A DISTANCE OF 508.81 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE N.18°20'50"E., THROUGH SECTION 4, A DISTANCE OF 1189.95 FEET; THENCE N.00°47'59"E., PARALLEL WITH AND 150.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 513.02 FEET; THENCE N.16°26'43"W., A DISTANCE OF 960.52 FEET; THENCE N.89°49'42"W., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 4, A DISTANCE OF 4877.78 FEET TO A POINT ON THE EAST LINE OF SECTION 5; THENCE N.89°37'34"W., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5, A DISTANCE OF 5305.69 FEET TO A POINT ON THE EAST LINE OF SECTION 6; THENCE N.88°26'46"W., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 6, A DISTANCE OF 5299.57 FEET TO THE WEST LINE OF SAID SECTION 6; THENCE N.00°30'07"E., ALONG SAID WEST LINE, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 6 AND THE POINT OF BEGINNING.

AND LESS THE PORTION THEREOF CONVEYED IN O.R. INSTRUMENT NO. 2002056489, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS & UTILITIES OVER, ACROSS AND THROUGH SAID LANDS DESCRIBED IN O.R. INSTRUMENT NO. 2002056489.

EXHIBIT A-3

LEGAL DESCRIPTION OF PHASE 1 LANDS

Those lands described in the Indenture recorded July 1, 2025, in Official Records Instrument # 2025099894, Public Records of Sarasota County, Florida.

EXHIBIT A-4
(4 Pages)

LEGAL DESCRIPTION OF FUTURE PHASE 1 LANDS

DESCRIPTION:

TRACT 1 (FROM O.R.I. 2002036237)

A PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE N.89°37'34"W., ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2652.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE N.89°37'34"W., ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2652.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 5; THENCE N.00°44'41"E., ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1761.54 FEET TO A POINT ON THE CENTER LINE OF A 100 FOOT WIDE, NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT RUNNING THROUGH SECTIONS 4, 5 AND 6 AS DESCRIBED IN O.R.I. 2001131259, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 00°51'35", A CHORD BEARING OF S.80°38'17"E., AND A CHORD LENGTH OF 30.01 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 30.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.80°12'29"E., CONTINUING ALONG SAID CENTER LINE, A DISTANCE OF 2116.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 25°59'19", A CHORD BEARING OF N.86°47'52"E. AND A CHORD LENGTH OF 449.71 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 453.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.73°48'12"E., ALONG SAID CENTER LINE, A DISTANCE OF 348.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 71°05'17", A CHORD BEARING OF S.70°39'09"E., AND A CHORD LENGTH OF 1162.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 1240.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.35°06'31"E., ALONG SAID CENTER LINE, A DISTANCE OF 852.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, A

CENTRAL ANGLE OF 54°12'00", A CHORD BEARING OF S.62°12'31"E. AND A CHORD LENGTH OF 819.98 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 851.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°18'31"E., ALONG SAID CENTER LINE, A DISTANCE OF 72.56 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE S.00°50'30"W., ALONG SAID EAST LINE, A DISTANCE OF 88.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE INGRESS/EGRESS AND UTILITY EASEMENT GRANTED IN O.R. INSTRUMENT NO. 2002036237 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TRACT 2

A PORTION OF SECTIONS 4, 5, 6, 8, 9, 15 AND 16, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 39 SOUTH, RANGE 22 EAST, ALSO BEING THE NORTHEAST CORNER OF THE SECOND ADDITION TO NORTH PORT CHARLOTTE ESTATES, PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGES 44 AND 44A THROUGH 44-O, PUBLIC RECORDS OF SAID SARASOTA COUNTY, FLORIDA; THENCE S.00°30'07"W. (GRID BEARING, FLORIDA TRANSVERSE MERCATOR, WEST ZONE), ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2548.44 FEET TO THE SOUTHWEST CORNER OF THE NORTH

HALF OF SAID SECTION 6; THENCE S.00°30'07"W., CONTINUING ALONG SAID WEST LINE OF SECTION 6, A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING; THENCE S.88°26'46"E., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 6, A DISTANCE OF 5299.57 FEET TO A POINT ON THE WEST LINE OF SECTION 5, BEARING S.00°44'41"W., A DISTANCE OF 100.01 FEET FROM THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 5; THENCE S.89°37'34"E., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5, A DISTANCE OF 5305.69 FEET TO A POINT ON THE WEST LINE OF SECTION 4, BEARING S.00°50'30"W., A DISTANCE OF 100.01 FEET FROM THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 4; THENCE S.89°49'42"E., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 4, A DISTANCE OF 4877.78 FEET; THENCE S.16°26'43"E., A DISTANCE OF 960.52 FEET; THENCE S.00°47'59"W., PARALLEL WITH AND 150.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 513.02 FEET; THENCE S.18°20'50"W., A DISTANCE OF 1189.95 FEET TO A POINT ON THE NORTH LINE OF SECTION 9, BEARING N.89°56'00"W., A DISTANCE OF 508.81 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 9; THENCE N.89°56'00"W., ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 2148.47 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 9; THENCE S.01°01'52"W., ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 9, A DISTANCE OF 5312.87 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 9; THENCE S.89°47'00"E., ALONG THE SOUTH LINE OF SECTION 9, ALSO THE NORTH LINE OF SECTION 16, A DISTANCE OF 2662.92 FEET TO THE NORTHWEST CORNER OF SECTION 15; THENCE S.89°40'03"E., ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 536.06 FEET TO A POINT IN THE ALDERMAN SLOUGH; THENCE FOLLOWING SAID ALDERMAN SLOUGH IN A SOUTHERLY DIRECTION, THE FOLLOWING COURSES THROUGH SECTION 15: THENCE S.12°02'12"E., A DISTANCE OF 127.44 FEET; THENCE S.09°19'36"E., A DISTANCE OF 688.88 FEET; THENCE S.04°17'39"E., A DISTANCE OF 145.23 FEET; THENCE S.11°04'54"E., A DISTANCE OF 278.80 FEET; THENCE S.18°24'37"W., A DISTANCE OF 118.03 FEET; THENCE S.27°30'33"W., A DISTANCE OF 170.26 FEET; THENCE S.05°11'15"E., A DISTANCE OF 86.33 FEET; THENCE S.07°05'59"W., A DISTANCE OF 206.26 FEET; THENCE S.03°47'11"E., A DISTANCE OF 108.15 FEET; THENCE S.15°38'29"W., A DISTANCE OF 229.08 FEET; THENCE S.11°11'29"W., A DISTANCE OF 651.33 FEET; THENCE S.04°17'53"W., A DISTANCE OF 74.25 FEET; THENCE S.16°13'07"W., A DISTANCE OF 79.94 FEET; THENCE S.06°56'07"W., A DISTANCE OF 292.06 FEET; THENCE S.19°33'24"W., A DISTANCE OF 62.42 FEET; THENCE S.51°48'15"W., A DISTANCE OF 177.50 FEET; THENCE S.35°17'02"W., A DISTANCE OF 182.82 FEET; THENCE S.51°44'00"W., A DISTANCE OF 129.18 FEET TO A POINT ON THE EAST LINE OF SECTION 16, BEARING N.00°16'13"E., A DISTANCE OF 1734.15 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE S.51°44'00"W., THROUGH SECTION 16, A DISTANCE OF 18.84 FEET; THENCE S.35°17'35"W., A DISTANCE OF 203.28 FEET TO A POINT ON THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR INTERSTATE HIGHWAY #75; THENCE N.44°57'25"W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7168.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5846.49 FEET, A CENTRAL ANGLE OF 44°14'48", A CHORD BEARING OF N.67°04'49"W., AND A CHORD LENGTH OF 4403.59 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 4514.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.89°12'13"W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1309.66 FEET TO A POINT ON THE WEST LINE OF SECTION 8; THENCE N.01°04'23"E., ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 2325.50 FEET TO THE SOUTHEAST CORNER OF SECTION 6; THENCE N.87°10'58"W., ALONG THE SOUTH LINE OF SAID SECTION 6, ALSO THE NORTH LINE OF SECTION 7, A DISTANCE OF 5292.12 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE N.00°30'07"E., ALONG THE WEST LINE OF SECTION 6, A DISTANCE OF 2448.42 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6, N. = 1607797.74, E. = 605625.27, FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE; THENCE N.00°30'07"E., 'GRID BEARING' ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 56.50 FEET; THENCE N.42°23'13"E., A DISTANCE OF 2975.77 FEET; THENCE

S.88°26'46"E., A DISTANCE OF 2676.20 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 50 FOOT WIDE WATER PIPE LINE EASEMENT AS DESCRIBED IN O.R.I. # 1999158305, PUBLIC RECORDS OF SAID SARASOTA COUNTY, FLORIDA; THENCE S.44°53'43"E., ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 889.05 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6; THENCE S.00°44'41"W., ALONG SAID EAST LINE, A DISTANCE OF 1812.32 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE N.87°10'58"W., ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 5292.12 FEET TO THE POINT OF BEGINNING.

AND LESS THE PORTION THEREOF CONVEYED IN O.R. INSTRUMENT NO. 2002056489, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS & UTILITIES OVER, ACROSS AND THROUGH SAID LANDS DESCRIBED IN O.R. INSTRUMENT NO. 2002056489.

TRACT 3 (FROM O.R.I. 2000076817)

A PORTION OF SECTIONS 3, 4, 5, 6, 9 AND 10, TOWNSHIP 39 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 39 SOUTH, RANGE 22 EAST, ALSO BEING THE NORTHEAST CORNER OF THE SECOND ADDITION TO NORTH PORT CHARLOTTE ESTATES, PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGES 44 AND 44A THROUGH 44-O, PUBLIC RECORDS OF SAID SARASOTA COUNTY, FLORIDA; THENCE S.00°30'07"W. (GRID BEARING, FLORIDA TRANSVERSE MERCATOR, WEST ZONE), ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2548.44 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE S.88°26'46"E., ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 5299.99 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 5; THENCE S.89°37'34"E., ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 5305.86 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SECTION 4; THENCE S.89°49'42"E., ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 5280.31 FEET TO A POINT IN THE ALDERMAN SLOUGH BEARING N.89°49'42"W., A DISTANCE OF 32.18 FEET FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 4; THENCE FOLLOWING SAID ALDERMAN SLOUGH IN A SOUTHERLY DIRECTION, THE FOLLOWING COURSES: S.19°46'12"W., A DISTANCE OF 384.63 FEET; THENCE S.06°17'38"E., A DISTANCE OF 74.84 FEET; THENCE S.16°26'43"E., A DISTANCE OF 499.12 FEET TO A POINT ON THE WEST LINE OF SECTION 3, BEARING N.00°47'59"E., A DISTANCE OF 1748.16 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE S.16°26'43"E., THROUGH SECTION 3, A DISTANCE OF 211.62 FEET; THENCE S.03°07'54"W., A DISTANCE OF 225.97 FEET; THENCE S.07°53'10"W., A DISTANCE OF 216.17 FEET; THENCE S.18°35'25"W., A DISTANCE OF 87.96 FEET TO A POINT ON THE EAST LINE OF SECTION 4, BEARING N.00°47'59"E., A DISTANCE OF 1022.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE S.18°20'50"W., A DISTANCE OF 1076.23 FEET TO A POINT ON THE NORTH LINE OF SECTION 9, BEARING N.89°56'00"W., A DISTANCE OF 324.51 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 9; THENCE S.18°25'53"W., THROUGH SECTION 9, A DISTANCE OF 85.39 FEET; THENCE S.27°12'16"E., A DISTANCE OF 517.18 FEET; THENCE S.57°39'41"E., A DISTANCE OF 124.04 FEET TO A POINT ON THE WEST LINE OF SECTION 10, BEARING S.00°58'09"W., A DISTANCE OF 607.04 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S.57°39'41"E., THROUGH SECTION 10, A DISTANCE OF 63.21 FEET; THENCE S.10°12'48"E., A DISTANCE OF 555.38 FEET; THENCE S.07°21'16"E., A DISTANCE OF 672.34 FEET; THENCE S.10°44'03"E., A DISTANCE OF 651.24 FEET; THENCE S.10°36'13"W., A DISTANCE OF 530.75 FEET; THENCE S.01°14'47"W., A DISTANCE OF 820.24 FEET; THENCE S.03°22'21"E., A DISTANCE OF 253.99 FEET; THENCE S.08°05'01"E., A DISTANCE OF 925.01 FEET; THENCE S.12°02'12"E., A DISTANCE OF 324.13 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 10; THENCE N.89°40'03"W., ALONG THE SOUTH LINE OF SAID SECTION 10 AND LEAVING SAID ALDERMAN SLOUGH, A DISTANCE OF 536.06 FEET TO THE SOUTHEAST CORNER OF SECTION 9; THENCE N.89°47'00"W., ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 2662.92 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 9;

THENCE N.01°01'52"E., ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 5312.87 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 9; THENCE S89°56'00"E., ALONG THE NORTH LINE OF SECTION 9, ALSO THE SOUTH LINE OF SECTION 4, A DISTANCE OF 2148.47 FEET TO A POINT BEARING N.89°56'00"W., A DISTANCE OF 508.81 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE N.18°20'50"E., THROUGH SECTION 4, A DISTANCE OF 1189.95 FEET; THENCE N.00°47'59"E., PARALLEL WITH AND 150.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 513.02 FEET; THENCE N.16°26'43"W., A DISTANCE OF 960.52 FEET; THENCE N.89°49'42"W., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 4, A DISTANCE OF 4877.78 FEET TO A POINT ON THE EAST LINE OF SECTION 5; THENCE N.89°37'34"W., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5, A DISTANCE OF 5305.69 FEET TO A POINT ON THE EAST LINE OF SECTION 6; THENCE N.88°26'46"W., PARALLEL WITH AND 100.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 6, A DISTANCE OF 5299.57 FEET TO THE WEST LINE OF SAID SECTION 6; THENCE N.00°30'07"E., ALONG SAID WEST LINE, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 6 AND THE POINT OF BEGINNING.

AND LESS THE PORTION THEREOF CONVEYED IN O.R. INSTRUMENT NO. 2002056489, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS & UTILITIES OVER, ACROSS AND THROUGH SAID LANDS DESCRIBED IN O.R. INSTRUMENT NO. 2002056489.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN THE INDENTURE RECORDED JULY 1, 2025 IN OFFICIAL RECORDS INSTRUMENT # 2025099894, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

EXHIBIT B
(3 Pages)

ONSITE UTILITY IMPROVEMENTS

The Onsite Utility Improvements to be constructed within the Phase 1 Lands of Star Farms at North Port Project are the 10" wastewater force main, 12" potable water main, and appurtenant utility improvements associated with such force main and potable water main that are contained within the Phase 1 Lands and depicted on the plans approved with the following City of North Port Permits:

- Permit No. INF-23-194
(embracing the "Spine Road" within the Phase 1 Lands)
- PSDP-24-00000015 (f.k.a INF-24-015)
(embracing the "Phase 1 AA & Family" component within the Phase 1 Lands)
- PSPP-23-00000243 (f.k.a SCP-23-243)
(embracing the "Phase 1 AA & Family" component within the Phase 1 Lands)
- PSDP-23-00000242 (f.k.a INF-23-242) *
- PSPP-24-00000014 (f.k.a SCP-24-014) *
- (embracing the "Golf" component within the Phase 1 Lands)

* In addition to embracing Onsite Utility Improvements, the City of North Port Permits issued for the "Golf" component also includes the construction of a 16" potable water main segment extending offsite. Such segment is to be provided for the purpose of "looping" the potable water system and will extend southward from the 12" water main within the Phase 1 Lands, beneath and across the I-75 right-of-way (via an 18" directional drill), connecting to the existing 20" water main within the Panacea Boulevard right-of-way on the south side of I-75 ("I-75 Potable Water Main Segment"). The I-75 Potable Water Main Segment is an Offsite Utility Improvement addressed by Exhibit "C" of this Agreement for which the City shall pay the construction costs (material costs only) associated with oversizing such segment from 12" to 16"

(representing a portion of the City's Proportionate Share). The general location and alignment of the I-75 Potable Water Main Segment is depicted on the graphic included in this Exhibit "B."

[See Graphic on Following Page]

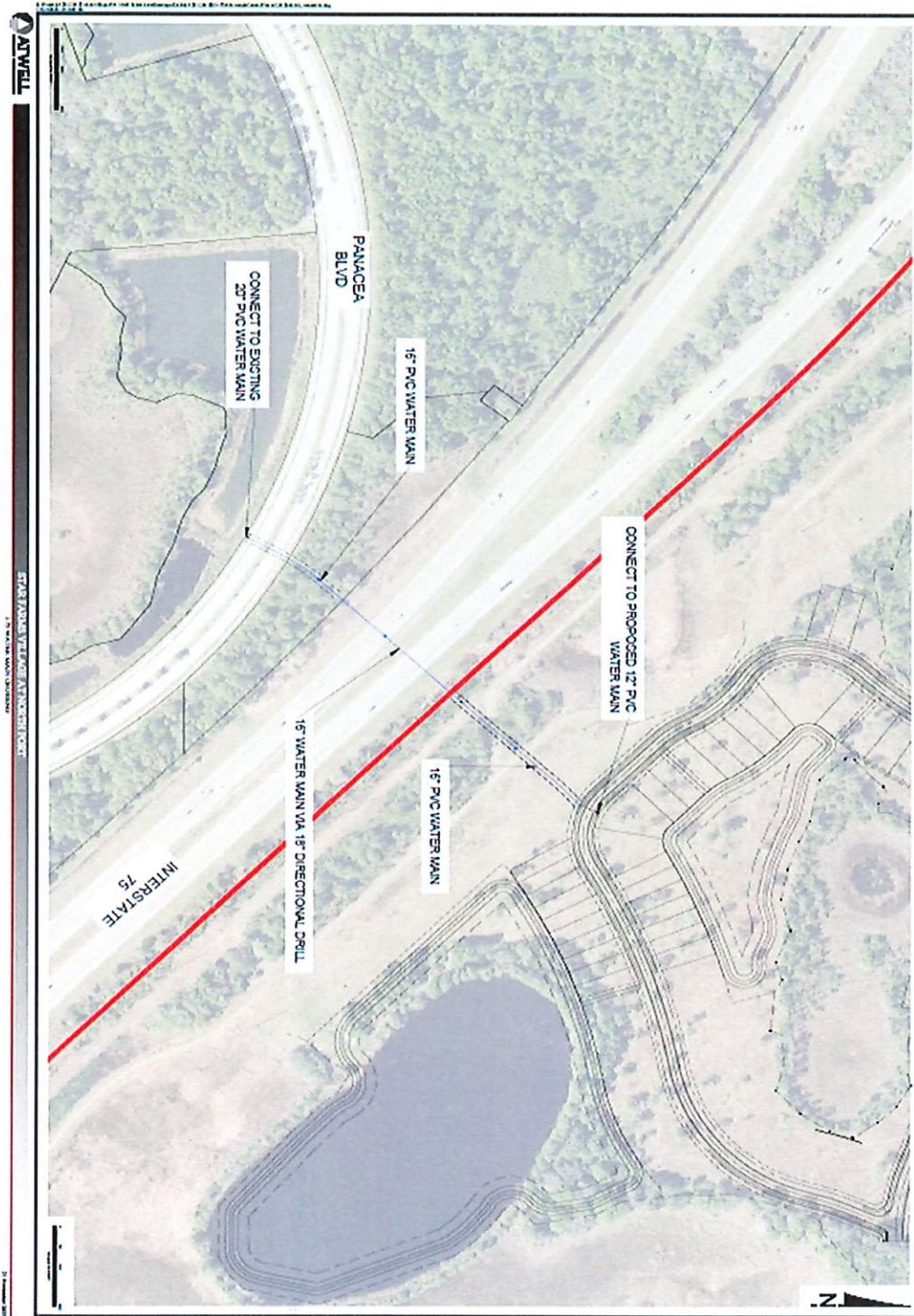


EXHIBIT C
(3 Pages)

OFFSITE UTILITY IMPROVEMENTS
(The Toledo Blade Water Main and the I-75 Potable Water Main Segment)

The plans approved with City of North Port Permit No. PSDP-23-00000184 (f.k.a INF-23-184) depict a 12" wastewater force main and 16" potable watermain which will extend 3,000 linear feet \pm from the terminus of the existing 12" force main and 16" potable watermain (with a 345' \pm segment of 20" beneath box culverts) within the Toledo Blade Boulevard right-of-way, respectively, to the "stub-outs" connecting the Star Farms at North Port Project. The general location and alignment of such Utility Improvements to be constructed by Developer are depicted on the graphic included in this Exhibit "C."

Such 12" wastewater force main is required to provide utility service to The Star Farms at North Port Project and Developer shall be responsible for all costs associated with its construction.

With respect to such 16" potable water main (inclusive of the 20" segment at box culverts location) to be provided within the Toledo Blade Boulevard ("Toledo Blade Water Main") a 12" water main is required to provide service to The Star Farms at North Port Project. The Toledo Blade Water Main is an Offsite Utility Improvement for which the City shall pay the construction costs (material costs only) associated with oversizing it from 12" to 16" (with the 20" segment at box culverts location).

Consistent with Exhibit "B" of this Agreement, the I-75 Potable Water Main Segment is also an Offsite Utility Improvement for which the City shall pay the construction costs (material costs only) associated with oversizing it from 12" to 16".

In summary, the Toledo Blade Water Main and the I-75 Potable Water Main Segment are the Offsite Utility Improvements for which the City is obligated to pay the City's Proportionate Share as described in this Agreement.

[See Graphic on Following Page]

EXHIBIT D
(2 Pages)

ASSIGNMENT SAMPLE

ASSIGNMENT AND ASSUMPTION OF UTILITY AGREEMENT

Forestar (USA) Real Estate Group, Inc., a Delaware corporation ("Assignor") for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, hereby assigns to _____, a (Florida LLP, LLC, Corporation) ("Assignee"), all of Assignor's rights, title, and interest in and to _____ ERCs ("Assigned ERCs") allocated to and reserved by Assignor in that certain agreement more particularly described as the City of North Port, Florida ("the City") and Forestar (USA) Real Estate Group, Inc. Water and Wastewater System Developer's Agreement dated _____, and recorded in Official Records Instrument # _____, Public Records of Sarasota County, Florida, ("Utility Agreement"). This Assignment does not affect the remaining ERCs allocated to and reserved by Assignor under the Utility Agreement.

Assignee hereby covenants and agrees to assume, keep, and perform, from and after the date of this Assignment, all of the terms, conditions, covenants, obligations and provisions contained in the Utility Agreement to be kept and performed on the part of Assignor with regard to the Assigned ERCs, including but not limited to, paying all Guaranteed Revenue Charges due to the City for the Assigned ERCs under the Utility Agreement, subject to the terms, covenants, conditions, and provisions contained in the Utility Agreement to be kept and performed by the City. Assignor shall have no further obligation to the City for the Assigned ERCs consistent with Section 10.3 of the Utility Agreement.

IN WITNESS WHEREOF, this Assignment and Assumption has been executed on the _____ day of _____, _____.

Signed in the presence of:

ASSIGNOR:

**FORESTAR (USA) REAL ESTATE
GROUP, INC., a Delaware corporation**

By: _____

Print Name: _____

Title: _____

Signed in the presence of:

ASSIGNEES:

A Florida (LLP, LLC, Corporation)

By: _____

Print Name: _____

Title: _____