

# HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Revised Meeting Package Time Stamped: 02/16/2021 6:00 PM

Regular and Telephonic Meeting

Thursday February 18, 2021 6:00 p.m.

Location:
107 Manns Harbor Drive
Apollo Beach, Florida 33572
and
Zoom
Conference Call
Audio Only

Note: The Advanced Meeting Package is a working document and thus all materials are considered <u>DRAFTS</u> prior to presentation and Board acceptance, approval or adoption.

## **Harbor Bay**

## **Community Development District**

#### **Development Planning and Financing Group**

[X] 250 International Parkway, Suite 280 Lake Mary FL 32746 321-263-0132 Ext. 738

Board of Supervisors **Harbor Bay Community Development District** 

Dear Board Members:

The Regular and Telephonic Meeting of the Board of Supervisors of the Harbor Bay Community Development District is scheduled for Thursday, February 18, 2021 at 6:00 p.m. at 107 Manns Harbor Drive, Apollo Beach, Florida 33572 and via Zoom conference call, Audio Only – Physical presence only for members of the Board, District Management Team, and a max of 30 audience members.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Comings-Thibault

Patricia Comings-Thibault District Manager

Cc: Attorney Engineer

District Records

### **Harbor Bay Community Development District**

### **Board of Supervisors Meeting**

### Thursday, February 18th at 6:00 PM

### via Zoom - **AUDIO ONLY**

#### **Dear Residents**

We welcome you to join us for the Board of Supervisors Meeting to be held on Thursday, February 18<sup>th</sup> at 6:00 PM. This meeting will be held via Zoom, an online platform that allows us to hold necessary Board meetings without having to leave the safety of your home, and inperson at the MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive, Apollo Beach, FL 33572. Due to the current situation with COVID-19 we are allowing a max of 30 audience members to attend the Board meeting in-person. Once capacity has been reached, those who would like to attend may do so virtually via the Zoom Conference Call with Audio Only. While many may know and have used Zoom as a video conference platform, we will be using it in audio only mode, so there will be no visual on your end to visually see, so as a note, your computer is working fine if you do not see a video stream. With Zoom you have two options for joining the meeting; telephone or computer, and it will all be audio based, meaning no video recording. Please follow the instructions below for either telephone or computer attendance. If you have any questions regarding the agenda, please email them to pthibault@dpfgmc.com before the meeting so that they can be answered accordingly. Please be advised that the meeting will not start until the host, the District Manager, has started the meeting. Thank you for your patience in these trying times and we look forward to hearing from you.

#### Join Zoom Meeting by Computer

https://us02web.zoom.us/j/83334609310?pwd=U0xSLytwSFZWL3BqeFRMZk9BZ0F4Zz09

Meeting ID: 833 3460 9310

**Password:** 629205

#### Join Zoom Meeting by Phone

Dial by your location – Follow the Prompts – Meeting ID - 833 3460 9310 – **Hit # when it requests a participant ID** 

- +1 253 215 8782 US
- +1 301 715 8592 US
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 312 626 6799 US (Chicago)

District: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, February 18, 2021

Time: 6:00 PM

Location: 107 Manns Harbor Drive

Apollo Beach, FL 33572 & Zoom – Conference Call

Dial-in Number: +1 253 215 8782

Meeting ID: 833 3460 9310

Passcode: 629205

### Revised Agenda

Note: For the full agenda package, please contact <u>jleger@dpfgmc.com</u>

I.	Cal	ll to Order/Roll Call	
II.	Ple	dge of Allegiance	
III.	Au	dience Comments on New Agenda Items	
IV.	Pre	esentation of Audience Comment Follow-Up Sheet – pg. 8-9	Exhibit 1
V.	Bus	siness Items	
	A.	Landscape Professionals – Douglas Ivester – pg. 11	Exhibit 2
		➤ Landscape Grade Sheet – pg. 13	Exhibit 3
	B.	Major Project Updates and Facilities Report	
		Cardno Project Tracker – pg. 15	Exhibit 4
		► Presentation of Sports Courts Cost Estimates – pg. 17-23	Exhibit 5
		Discussion of Pinckney Rip Rap	
	C.	Presentation & Consideration of Supervisor Goldstone's Resignation – pg. 23	Exhibit 6
	D.	Consideration & Adoption of <b>Resolution 2021-04</b> , FY 2021 Budget Amendment – pg. 25-29	Exhibit 7
	E.	Discussion of Natural Resources Tree Removal Permit and Related License Agreement – pg. 31-33	Exhibit 8
	F.	Discussion of Upland Claims Damage at 5726 Tortoise PL & 601 Islebay DR – pg. 35-57	Exhibit 9
	G.	Discussion of Upland Claims for 5617 Seagrass PL, 536 Islebay DR, & 534 Islebay DR – pg. 59-60	Exhibit 10

## VI. Staff Reports

	A.	Dis	strict Counsel	
		>	Update on Easement for Geothermal Well	
	В.	Dis	strict Engineer	
	C.	Dis	strict Manager	
	D.	Gei	neral Manager & Field Operations Manager	
		>	General Manager Report – pg. 62-63	Exhibit 11
		>	Field Operations Report – pg. 65	Exhibit 12
		>	Amenity Manager Report – pg. 67-68	Exhibit 13
		>	Consideration of Solitude Lake Management Pond Management Addendum - $260.00/$ month $-$ pg. 70-76	Exhibit 14
		>	Consideration of Landscaping Replacement Around Bay Estates Entrance Proposal - \$2,603.63 – pg. 78-81	Exhibit 15
		>	Consideration of Bay Brick Pavers Repair Proposal - $\$3,005.00 - pg.\ 83-85$	Exhibit 16
		>	Consideration to Reimburse 308 Manns Harbor DR for Pressure Washing Costs - \$822.25 - pg. 88-89	Exhibit 17
VII.	Cor	nsen	t Agenda Items / Business Administration	
	A.		nsideration of Minutes of the Board of Supervisors Meeting ld on January $21, 2021 - pg. 91-105$	Exhibit 18
	B.		nsideration of Operations & Maintenance Expenditures Check gister for January 2021 – General Fund – pg. 107-109	Exhibit 19
	C.		nsideration of Operations & Maintenance Expenditures Check gister for January 2021 – Reserve Fund – pg. 111	Exhibit 20
	D.		nsideration of Operations & Maintenance Expenditures Check gister for January 2021 – MiraBay Amenity Center – pg. 113	Exhibit 21
	E.		nsideration of Operations & Maintenance Expenditures Check gister for January 2021 – Evergreen Fund – pg. 115	Exhibit 22
	F.		nsideration of Operations & Maintenance Expenditures Check gister for January 2021 – Seawall Fund – pg. 117	Exhibit 23

VII.	Cor	ısen	t Agenda Items / Business Administration – continued	
	G.	Do	ck and Boat Lift Approvals	
		>	5301 Wishing Arche Ln – pg. 119-135	Exhibit 24
		>	718 Pinckney Dr – pg. 137-151	Exhibit 25
		>	715 Manns Harbor Dr – pg. 153-166	Exhibit 26
		>	431 Mirabay Blvd – pg. 168-178	Exhibit 27
		>	5314 Fishersound Ln – previously presented – pg. 180-186	Exhibit 28
		>	5353 Wishing Arch Dr – pg. 188-205	Exhibit 29
		>	5712 Tybee Island Dr – pg. 207-227	Exhibit 30
		>	605 Pinckney Dr – pg. 229-242	Exhibit 31
	Н.	Info	ormation Purposes Only	
		>	Ratification of Sidewalk Repair Proposal - \$3,168.00 – pg. 244-245	Exhibit 32
		>	Ratification of Clubhouse Gym Ceiling Repair Proposal - \$4,306.60 - pg. 247-250	Exhibit 33
		>	Ratification of Work Out Room Mirrors Replacement Proposal - \$3,200.00 - pg. 252-253	Exhibit 34
		>	Ratification of CLM ASO 2-1 – pg. 255-257	Exhibit 35
VIII.	Sup	ervi	isor Requests	
	A.		cussion of Right of Way Maintenance – Supervisor Maurer –	Exhibit 36
	B.		cussion of Admiral Pointe/SLAM School Phase 2 – Supervisor gi – pg. 279-284	Exhibit 37
	C.	Dis	cussion of Crepe Myrtle Tree Option – Supervisor Leventry –	Exhibit 38
IX.	Clo	sed	Session – 7:30 PM (estimated)	
Х.	_		ession – Security Discussion and Potential Consideration of ct with Security Provider	
XI.	Aud	lien	ce Comments – New Business Items	

XII. Adjournment

Who: DPFG Management & Consulting

What: Audience Comment Tracker

When: Through January 21, 2021

Budget Impact: N/A

Decision: N/A

#### HARBOR BAY CDD - AUDIENCE COMMENT TRACKING SHEET

MEETING DATE	COMMENTS	ACTION/RESPONSE	FOLLOW-UP REQUIRED	COMPLETION
1/16/20	Capital Projects - want pickleball courts	The Board is aware of the desire and is working with district counsel to work with Park Square	NO	4/16/2020
1/16/20	Communication - request agenda email for Board meeting; request second reminder day before town hall; request meeting summary	Vesta and DPFG will address each request	NO	1/16/2020
1/16/20	Concerns w/ stairs carpet cleaning and exterior landscaping at clubhouse	Doug and Margaret will address	NO	1/16/2020
1/16/20	Request for more audible speech from meeting participants	Board and staff spoke up	NO	1/16/2020
1/16/20	Request for more use of signs at the entrance	Margaret will address	NO	1/16/2020
1/30/20	Request for Board to move along with the Sea wall construction contract	The Board is addressing and following the legal requirements for the contract	NO	1/30/2020
1/30/20	Request for engineers to inspect sea wall	District Engineer and Doug will address	YES	3/10/2020
1/30/20	Request for status of storm drains at Latitue Place & Smmerside Ct	District Engineer will contact contractor	YES	3/10/2020
2/20/20	Concern in deterioration in landscape maintenance over last 5 months	The Board and staff are aware and addressing	NO	4/16/2020
2/20/20	Concern with palm trimming - specifically robellini	The Board and staff are aware of the situation	NO	2/20/2020
2/20/20	Concern with landscape maintenance, especially weed control	The Board and staff are aware and addressing	NO	4/16/2020
2/20/20	Encroachment on CDD sea wall easement	The Board and staff are aware and addressing	YES	4/7/2020
2/20/20	Concern over pool coverage and safety	The Board and staff are aware and addressing	NO	2/20/2020
4/16/20	Support for pickleball court	The Board and staff are aware and addressing	NO	4/16/2020
4/16/20	Parking and towing policy - clarifying spots available for vendors and visitors	The Board and staff will take into consideration	NO	4/16/2020
4/16/20	Palm Trees dying at end of Manns Harbor	Owned by Park Square	NO	4/16/2020
4/16/20	Concern about fencing along preserve	Hillsborough County project	NO	4/16/2020
4/16/20	Will residents be reimbursed CDD fees for not being able to use facilities	The Board and staff are aware of the situation	NO	4/16/2020
5/21/20	Resident requested funds for roundabout pavers be put in to other projects throughout the community.	The Board and staff noted the request	NO	5/21/2020
7/16/20	Partnership for conveyance of Park Square	The Board and staff are aware of the situation	NO	7/16/2020
7/16/20	Please keep pickleball courts in budget	The Board and staff noted the request	NO	7/16/2020
7/16/20	Resident alleged that filed complaint of assault	The Board and staff are aware of the situation	NO	7/16/2020
9/17/20	Resident felt that pickleball would be a benefit for the community	The Board and staff are aware of the situation	NO	9/17/2020
10/15/20	Resident noted the dead tree in Islebay Park	The Board and staff are aware of the situation	NO	10/15/2020
11/19/20	Resident requested greater transparency regarding pool work	The Board and staff noted the request	NO	11/19/2020
11/19/20	Resident questioned the continued closure of the basketball courts	The Board and staff noted the request	No	11/19/2020
11/19/20	Resident requested defense regarding an ethics violation claim against him	The Board and staff are aware of the situation	No	11/19/2020

12/17/20	Resident requested that a decision be made about the trees	The Board and staff noted the request	NO	12/17/2020
12/17/20	Resident requested updates on landscaping and pool heaters weekly	The Board and staff noted the request	NO	12/17/2020
12/17/20	Resident requested further information on gate strikes	The Board and staff noted the request	NO	12/17/2020
12/17/20	Resident requested update on pipe cleaning proposal	The Board and staff are aware of the situation	NO	12/17/2020
12/17/20	Resident expressed concern about set up fees for clubhouse use	The Board and staff noted the request	NO	12/17/2020
12/17/20	Resident requested that something be done about the trees	The Boar and staff noted the request	NO	12/17/2020
12/17/20	Resident requested board approve Supervisor Goldstone Tree Proposal	The Board and staff noted the request	NO	12/17/2020
12/17/20	Resident suggested the tree issue be dealt with by the HOA	The Board and staff noted the request	NO	12/17/2020
12/17/20	Resident voiced support for seawall inspection and maintenance program	The Board and staff noted the request	NO	12/17/2020
12/17/20	Resident questioned why Park Square was not on the agenda	The Board and staff noted the request	NO	12/17/2020
01/21/21	Resident voiced concerns about the street tree issue	The Board and staff noted the request	NO	01/21/2021

Who: Doug Ivester

What: Landscape Report

When: 2-18-21

**Budget Impact: N/A** 

Decision: N/A

## Harbor Bay CDD Monthly report February 1, 2021



During the month of January of 2021, we performed our contractual obligations consisting of mowing, edging, weedeating, headge trimming, blowing, and pulling weeds in the landscaping beds.

On January 18, 2021, we started performing irrigation inspections and making necessary repairs.

A pre-emergent weed control, along with, a 40-0-0 turf fertilizer application is scheduled to be completed during the week of February  $2^{nd}$  and again during the month March.

Annual plantings are scheduled to be installed during the first week of March, however the varieties are still unable to be determined at this time due to plant availability.

Who: Doug Ivester

What: Landscape Inspection Report

When: 2-18-21

**Budget Impact: N/A** 

Decision: N/A

## MiraBay Visual Inspection Sheet

Month/Period: February 2021

		u. Pcoruary 2	<u> </u>	
LANDSCAPE MAINTENANCE	Refer to Contract Page(s):	Schedule	Observations	Corrective action
TURF MOW: grass height, patterns changed, free of grass clumps, and landscape debris	15,16,17,18	Weekly March to Nov Bi -weekly Nov to Apr	Hieghth is to spec and direction changes evident	
TURF FERTILITY: dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking	21,22	Per schedule outlined in Part 2 of the agreement	Turf fertililzation was applied beginning of February	Fertilizer follow up application scheduled for the end of March
TURF EDGING: sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines	16,18	Weekly	Turf edging remains to specs and no evidence of chemical edging found	
WEED CONTROL – TURF AREAS (reasonably free of weeds )	15,17	Weekly	Pre em. Was applied beginning of February and evidence of the unwanted grasses with in the turf areas	Pre em. Follow up application is scheduled for the end of March
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	15,24	Weekly	No signs of insect or disease found at this time	
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	16,22	Weekly	Several areas of the landscape have overgrown their tierng standards and need to be trimmed back.	CLM is working on proposals for rejuvination cutting of several areas
WEED CONTROL – BED AREAS (reasonably free of weeds, satisfactory detail no evidence of chemical edging)	16,17,18	Weekly	Some weeds present in a couple of bed areas around the main clubhouse	Detail crew to address these areas
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	17,24	Weekly	Junipers treatment was effective	
PRUNING & TREE TRIMMING (15 feet over roadways, 8 feet sidewalks and elsewhere)	16,17	Palm tree trimming monthly, all other trimming as needed	Tree trimming is currently to standards some of the Sylvester palms are beginning to produce flowers	Palm crew will begin focusing on flower removal
CLEANLINESS (debris free, leaf litter, landscape debris)	15,17,18	Weekly	Mowing teams attention to detail removing acorns and leaves has drastically improved these conditions	Mowing team will continue to focus on this through out the winter mowing schedule
MULCHING (distributed appropriately, bare areas, recommended is 3")	28	At least annually	Mulch is sufficient at this time	
WATER/IRRIGATION MANAGEMENT	26,27	Weekly	The zone that controls the area in the pool where we are now installing annuals in not providing sufficient irrigation.	Irriigation team will replumb and replace that zone valve.
PRIOR MAINTENACE ITEMS ADDRESSED	3	Weekly	Maintenance items are addressed timely	
ANNUALS (appearance, deheading/pruning)	29	Dec,March,June,Sep	Next annual rotation will be first week of March	A mix of Red, White and Rose begonias have been orderd for that rotation

DATE OF INSPECTION: 2-5-2021

CONTRACTOR SIGNATURE: Luke Eldridge

INSPECTOR SIGNATURE, Douglas Ivester

Who: Cardno

What: Harbor Bay Project Log

When: Updated 2-10-2020

Budget Impact: N/A

Decision: No decision is required to be made. Cardno continue to monitor projects progress and timelines.

Harbor Bay Community Development District Project Summary Log Updated 2/10/2021



Project	Cardno Project Manager	Project Updates	Status	Project Start Date	Anticipated Completion Date
Reserve Study- Pavement Project	Jeremy Runkle/Greg Woodcock				
		Construction Start 11/2/2020	In-progress	11/2/2020	Final Walkthrough 12-9-2020
		Punchlist to be completed	Completed by Contractor	12/18/2021	12/18/2021
		Final Payment Site Review	Complete	1/9/2021	1/9/2021
		Final Punch list repairs by Contractor	Asphalt complete 2-8-2021. Striping to be completed by 2-19-2021	2/8/2021	2/19/2021
Amenities Court Improvements	Tom Burke/Greg Woodcock				
Survey		Survey Started 11/2/2020	Complete	11/2/2020	12/2/2020
Design 60%		Prepare Drainage and Site Plans	Complete	12/2/2020	1/2/2020
Design 100%		Complete Design Plans and Permitting Docs	Complete	1/2/2021	1/20/2021
		Cultural to far Dournite (Hillahous unb County and	SWFWMD Drawings are complete and submittal will be 2-12-2021.		
Damaittin a		Submit for Permits (Hillsborough County and	Coordinating with Vendors to submit	4 /20 /2024	2/20/2021
Permitting		SWFWMD)	to Hillsborough County	1/20/2021	
Construction		Start Construction		3/20/2021	3/20/2021
Mangrove Trimming		On Hold	On Hold		

Who: Greg Woodcock – District Engineer

What: Sports Courts Cost Estimates

When: 02-18-21

**Budget Impact: TBD** 

**Decision:** Informational Purposes Only.

# ENGINEER'S OPINION OF PROBABLE COST 4 PICKLE BALL COURTS WITHOUT RESTROOM 3-1-2019

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT Summary of costs associated with Sport Court Improvements



NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE		TOTAL
1	Shade Structure and Basketball Conversion to Pickleball Courts					
1.1	Permitting	LS	1	\$ 750.00	\$	750.00
	Demo (removal of existing basketball equipment), Basketball Court Conversion to					
1.2	Pickleball preparation and resurface and 18'x24' Structure and concrete slab.	LS	1	\$ 52,100.00	\$	52,100.00
1.3	Construct 115'x85' Basketball Court Surface complete with equipment installation	LS	1	\$ 109,050.00	\$	109,050.00
	Subtotal Shelter and Basketball Court Construction Costs				\$	161,900.00
	Fencing for Basketball Court and Shade Structure	LS				
1.4	· ·	LS	-1	\$ 12,000.00	\$	12,000.00
	Basketball Court Fencing		1	, ,	-	,
1.5	Shade Structure Fence	LS	1	\$ 4,000.00	\$	4,000.00
1.6	Picnic Tables	EA	2	\$ 1,000.00	\$	2,000.00
1.7	Misc. Concrete Demo and Improvements to Existing Sidewalk	LS	1	\$ 1,200.00	\$	1,200.00
	Total Fence Costs				\$	19,200.00
	Engineering and Survey Costs					
1.8	Survey	LS	1	\$ 3,500.00	\$	3,500.00
	Engineering including SWFWMD permit submittal and coordination with Contructors for					,
1.9	Hillsborough County Submittal	LS	1	\$ 12,800.00	\$	12,800.00
1.10	Construction Oversight	LS	1	\$ 2,500.00	\$	2,500.00
	Subtotal Pickle Ball Court Construction Costs				\$	18,800.00
	Total Pickleball Courts				\$	199,900.00



**888-423-1120** 

February 8, 2021

Attn: Margaret Alfano Mirabay 107 Manns Harbor Drive Apollo Beach, FL 33572

Dear Margaret,

Thank you for your interest in having Sport Surfaces to convert your basketball courts to permanent pickleball and construct new basketball courts for the residents to enjoy!

Here at Sport Surfaces we believe that the key to successful business is having the right product/service at the right time, offering the best quality for the lowest price. We back this up with <u>a two-year warranty</u> unlike most of our competitors who only offer a one-year warranty. We are continually striving to be the most innovative, creative, service minded company in the tennis industry.

We have over 100 years of combined experience and our highly skilled technicians are trained to perform all phases of athletic court construction, resurfacing and maintenance.

Sport Surfaces has installed top quality athletic courts right in your neighborhood and all over the world. Our Company has a long list of satisfied customers ranging from Disney to top seated players.

In addition, we carry a full line of sport court equipment, accessories and lighting products

Please let us know if you have any questions or comments. For more detailed information about our services and products, please visit our web page at **www.sportsurfaces.com** 

We look forward to hearing from you and the possibility of doing business with you. Our reputation and work history guarantee you have made the right decision.

Sincerely,

Adam Jenne

Adam Jenne Sport Surfaces, LLC.











@ 888-423-1120

#### PROPOSAL/AGREEMENT

February 8, 2021

#### **CUSTOMER**

Mirabay

107 Manns Harbor Drive

Apollo Beach, FL 33572

Agreement made between Sport Surfaces, LLC., hereinafter called the Contractor, and Mirabay, hereinafter called the Customer, for the conversion of your basketball courts to four pickle ball courts with respect to the following terms and specifications:

#### **PERMITTING**

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).

The Contractor will pull necessary permits and pass on cost to the Customer plus a \$ 750.00 admin fee.

#### DEMO AND REMOVAL OF EXISTING EQUIPMENT

The Contractor will remove existing basketball systems and store onsite for future installation at new courts.

The Contractor will supply and install gate in existing fencing separating the northern and southern courts.

The Contractor will fix damage in the court surface made from basketball systems prior to surfacing for pickleball.

#### **COURT PREPARATION:** Area to be approximately: 2 - 60' x 68'

The Contractor will pressure clean and power blow courts as necessary to remove loose dirt, mildew and oil.

The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight, grind down any ridges as necessary Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water.

The Contractor will supply and install (4) pairs of new permanent pickleball net posts.

The Contractor will supply and install (4) pickleball nets.

#### SURFACING OF PICKELBALL COURTS

The Contractor will apply (1) Coat of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), to provide in-depth color over court surface.

Inner court color choice Outer court color choice

(Colors may be selected by visiting <u>www.sportmaster.net</u> and following the Court Designer link)

The Contractor will accurately locate, mark, and paint two-inch-wide playing lines in accordance with U.S.A.P.A. regulations using white, textured, heavy-bodied, acrylic latex paint.

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

#### **VIEWING AREA:** Area to be approximately: 18' x 24' (432 SF)

The Contractor will remove fencing on northern end of the court.

The Contractor will form and pour a 4" thick concrete with 3500 psi concrete that measures 18' x 24'.

The Contractor will coat the concrete to match pickleball court outer colors.

The Contractor will supply and install 10' tall vinyl wrapped fencing (to match existing) around outer perimeter of concrete pad, enclosing the court.

The Contractor will supply, assemble, and install (1) one 8' long standard picnic table and (1) one 8' long picnic table that is ADA compliant.

Picnic tables to have U-Shaped frame and be made of 100% recycled plastic. Colors to be selected

The Contractor will supply and install to manufacturer's (Superior Recreational Products) specifications a 16'x20' (AS) Hip End Structure with a 4:12 pitch. Standard 6" Sub-surface mount or at grade pin base internal mount.

Shade structure to have base plate for a future fan to be mounted.

The Contractor will run electrical into and up to fan location.

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of \*\*\*\* FIFTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$ 52,100.00) \*\*\*\*









<sup>\*</sup>All prices are in US Dollars. Prices are subject to change after ninety days. Our bid prices are based upon you providing adequate access and storage areas.



@ 888-423-1120

#### PROPOSAL/AGREEMENT

February 8, 2021

#### **CUSTOMER**

Mirabay 107 Manns Harbor Drive Apollo Beach,FL33572

Agreement made between Sport Surfaces LLC., hereinafter called the Contractor, and Mirabay, hereinafter called the Customer, for the construction of your (2) two basketball courts, adjacent kid's games, and viewing area with respect to the following terms and specifications:

#### **PAVING FOR HARD COURTS:** Area to be approximately 115' x 85' (9,775 SF)

The Contractor will demo existing sand volleyball court and dispose of materials off-site.

The Contractor will excavate and remove dirt as necessary.

The Contractor will install 6" of lime rock or crushed concrete compacted to approximately 4".

The Contractor will install Virgin SIII D.O.T. approved hot mix asphalt compacted to 1.5".

#### **COURT PREPARATION**

The Contractor will pressure clean and power blow court as necessary to remove loose dirt, mildew and oil.

The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight, grind down any ridges as necessary Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water.

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

#### SURFACING OF BASKETBALL COURTS

The Contractor will apply (2) Coats of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), to provide in-depth color over court surface.

Inner court color choice \_\_\_\_\_Outer court color choice \_\_\_\_

(Colors may be selected by visiting http://www.sportsurfaces.com/color-selector/

The Contractor will accurately locate, mark, and paint two-inch-wide playing lines in accordance with high school regulations using a white, textured, heavy-bodied, acrylic latex paint.

The Contractor will accurately locate, mark, and paint two-inch-wide lines in accordance with various rules for up to 4 children's games on adjacent pad. Hopscotch, 4-square, etc.

#### **EQUIPMENT INSTALLATION**

The Contractor will assemble existing basketball systems with all new hardware and cranks.

The Contractor will install existing basketball systems on concrete footers.

The Contractor will supply and install new padding for basketball systems.

The Contractor will supply, assemble, and install (1) one 8' long standard picnic table and (1) one 8' long picnic table that is ADA compliant.

Picnic tables to have U-Shaped frame and be made of 100% recycled plastic. Colors to be selected-

The Contractor will supply and install (4) four -30' tall posts with three arms on each with LED lights to illuminate the courts. Electrical must be brought to within 30' of location. Includes timer installation at court site.

The Contractor will supply and install 6' tall padding around the (2) two light posts on southern side of the court.

#### FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of

\*\*\*\* ONE HUNDRED NINE THOUSAND FIFTY DOLLARS (\$ 109,050.00) \*\*\*\*

\*All prices are in US Dollars. Prices are subject to change after ninety days. Our bid prices are based upon you providing adequate access and storage areas.













@ 888-423-1120

February 8, 2021

Mirabay 107 Manns Harbor Drive Apollo Beach, FL 33572

#### **PROVISIONS**

The Customer agrees to pay a 15% deposit upon acceptance of proposal.

The Customer agrees to pay 33% upon commencement.

The Customer agrees to pay 33% upon installation of asphalt.

The Customer agrees to pay 10% upon installation of shade structure and fence.

The Customer agrees to balance upon completion of the above-proposed work.

#### PRIVACY/TERMS AND CONDITIONS:

Total Price of Contract: \$ 161,150.00

Customer agrees that by signing the below contract they agree to abide by our privacy / terms and conditions which can be found on our website: https://sportsurfaces.com/terms-and-conditions/

#### **CREDIT**

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. Interest of 1 ½ % per month will be charged on accounts past due

#### **GUARANTEE**

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

spectfully submitted by:	Adam Jenne	
	Adam Jenne Sport Surfaces, LLC.	
Proposal accepted by:		Dat









Who: Patricia Thibault – District Manager

What: Supervisor Goldstone Resignation

When: 02-18-21

**Budget Impact: N/A** 

Decision: Accept Supervisor Goldstone's resignation and seek Board direction as to the fulfillment of seat 5.

Patricia and Mike:

Please accept this letter as my resignation from the Harbor Bay Community Development District Board of Supervisors, effectively immediately.

I am doing so with conflict in my heart because I know that I have made a positive impact on the Board as well as the community in my short tenure. However, the public attacks on my motives as well as my ethics are something I cannot abide. Sunshine laws prevent me from properly and factually defending myself and my reputation.

Additionally, in the past, I had had a resident file a Florida Bar complaint against my law license that was unsubstantiated and unfounded but done so in order to intimidate me. Now, since my election to the Board, a small handful of residents are attempting to interfere in my private business relationships and that is just inappropriate and wrong.

I failed to estimate the nasty and underhanded lengths that some residents will go to in order to satisfy their own agenda. It's sad that these people choose to forward their own selfish wants instead of supporting the community as a whole.

Sadly, there is no calculation that makes my free service to this wonderful community more important than my ethics, my reputation, and my business.

Very truly,

Adam S. Goldstone

Who: Patricia Thibault – District Manager

What: Resolution 2021-04 - FY 2021 Budget

**Amendment** 

When: 02-18-21

Budget Impact: \$343,533.00

Decision: An increase in the FY 2021 budget in the amount of \$343,533.00. Allocated out as an increase to capital projects in the amount of \$253,533.00. And an increase for reserves and replacements for FY 2022 for \$90,000.00.

#### RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED BUDGET FOR FISCAL YEAR 2020/2021, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on August 20, 2020, the Board of Supervisors ("**Board**") of the Harbor Bay Community Development District ("**District**"), adopted Resolution 2020-17 providing for the adoption of the District's Fiscal Year 2020/2021 annual budget ("**Budget**"); and

**WHEREAS**, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2020-17 authorize the Board to amend the Budget at any time within Fiscal Year 2020/2021; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT:

#### 1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Section 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2020/2021.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Harbor Bay Community Development District for the Fiscal Year Ending September 30, 2021, as amended and adopted by the Board of Supervisors effective February 18, 2021."
- **2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sums set forth below, to be raised by special assessments, and/or otherwise, which sums are deemed by

the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
RESERVE FUND	\$
EVERGREEN FUND	\$
ENTERPRISE FUND	\$
SEAWALL FUND	\$
DEBT SERVICE FUND, SERIES 2019-	-A1 \$
DEBT SERVICE FUND, SERIES 2019- (AREA ONE ASSESSMENTS)	-A2 \$
DEBT SERVICE FUND, SERIES 2019- (AREA TWO ASSESSMENTS)	-A2 \$
TOTAL ALL FUNDS	\$
2020-17, which remains in full force and effect Resolution 2020-17 that are not amended by Budget as if those terms were fully set forth he actual conflict with this Resolution are, to the exact the exact that the set of the exact that the exact that the exact that the set of the exact that the set of the exact that the set of the exact that the exac	idity or unenforceability of any one or more
provisions of this Resolution shall not affect portions of this Resolution, or any part thereof.	the validity or enforceability of the remaining
5. <b>EFFECTIVE DATE.</b> This Reso	lution shall take effect as of February 18, 2021.
PASSED AND ADOPTED THIS 18 <sup>TH</sup>	DAY OF FEBRUARY 2021.
ATTEST:	HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman, Board of Supervisors

Exhibit A: Amended Fiscal Year 2020/2021 Budget

# **Exhibit A**Amended Fiscal Year 2020/2021 Budget

[See attached]

## STATEMENT 1 FY 2021 PROPOSED AMENDMENT BUDGET - GENERAL FUND

	FY 2021 PROPOSED AMENDMENT BU						
		FY 2020	FY 2020	FY 2020	FY 2021	PROPOSED	FY 2021
		AMENDED	ACTUAL	VARIANCE	ADOPTED	AMENDED	AMENDED
	REVENUE						
1	GENERAL FUND REVENUE ASSESSMENTS (Tax Roll - NET)	\$ 1,974,396	\$ 2,017,907	\$ 43,511	\$ 1,974,396	\$ -	\$ 1,974,396
2	GENERAL FUND ASSESSMENTS TO BE TRANSFERRED TO RESERVES (FY 21)	-	-	-	450,000	-	450,000
3	INCREASE IN GENERAL FUND ASSESSMENTS - FY 21	-	-	-	415,199	-	415,199
4	TOTAL ASSESSMENT REVENUE (on roll)		2,017,907	43,511	2,839,595	-	2,839,595
5	STREET LIGHT ASSESSMENTS	154,740	157,994	3,254	154,740	-	154,740
6	OFF ROLL	628,949	628,964	15	628,949	-	628,949
7	INTEREST	35,000	19,470	(15,530)	12,000	-	12,000
8	MISCELLANEOUS	-	5,782	5,782		-	-
9	STREETLIGHTS - PARK SQUARE	-	6,377	6,377	9,600	-	9,600
10	FUND BALANCE FORWARD (Audit Adjusted - FY 2019)	1,294,265	1,294,265	-	107,500	343,533	451,033
11	TOTAL REVENUE	4,087,350	4,130,759	43,409	3,752,384	343,533	4,095,917
12	EXPENDITURES						
13	ADMINISTRATIVE						
14	LEGISLATIVE	15,000	14.600	(400)	15 000		15.000
15	SUPERVISOR FEES	15,000	14,600	(400)	15,000	-	15,000
16	FINANCIAL & ADMINISTRATIVE	2.007	4.076	1.070		-	-
17	ADMINISTRATIVE SERVICES DISTRICT MANAGEMENT	2,097	4,076	1,979	46,000	-	46.000
18	DISTRICT MANAGEMENT DISTRICT ENGINEER	43,802	45,873	2,071	46,000	-	46,000
19		150,000	249,780	99,780	150,000	-	150,000
20 21	DISCLOSURE REPORT TRUSTEES FEES	7,000 12,000	3,535 2,417	(3,465)	5,000 7,005	-	5,000 7,005
				(9,583)	7,005	-	/,005
22 23	ASSESSMENT ROLL  FINANCIAL & REVENUE COLLECTIONS	5,200	5,200	(220)	5,000	-	
	FINANCIAL & REVENUE COLLECTIONS ACCOUNTING SERVICES	4,946	4,618	(328)	5,000	-	5,000
24 25	AUDITING SERVICES  AUDITING SERVICES	26,815 3,510	25,622 3,510	(1,193)	28,000 4,000	-	28,000 4,000
	ARBITRAGE REBATE CALCULATION		3,310	(1.500)		-	1,500
26 27	MISCELLANEOUS MAILINGS	1,500 1,500	3,538	(1,500) 2,038	1,500 2,000	-	2,000
		3,701	3,613	(88)	3,794	-	3,794
28 29	PUBLIC OFFICIALS LIABILITY INSURANCE LEGAL ADVERTISING	10,000	12,988	2,988	10,000	-	10,000
30	DUES, LICENSES & FEES	4,000	3,421	(579)	4,000	_	4,000
31	MISCELLANEOUS FEES (INCLUSIVE OF BANKING)	3,000	6,061	3,061	10,000	_	10,000
32	PROPERTY TAXES	3,615	3,808	193	3,900	_	3,900
33	WEBSITE HOSTING, MAINTENANCE, BACKUP (EMAIL)	24,405	12,805	(11,600)	6,900		6,900
34	DISTRICT COUNSEL	250,000	408,211	158,211	250,000		250,000
35	TOTAL ADMINISTRATIVE	572,091	813,676	241,585	552,099		552,099
36		212,000	320,010	212,200	,,,,,,		-
37	FIELD OPERATIONS						
38	SECURITY SERVICES						
39	SECURITY ASSETS AND FEES	50,000	-	(50,000)	50,000	_	50,000
40	SECURITY OPERATIONS (REMOTE SECURITY)	196,704	176,769	(19,935)	196,704	_	196,704
41	ELECTRIC UTILITY SERVICES						_
42	STREET LIGHTS	154,740	168,787	14,047	166,800	_	166,800
43	UTILITY - RECREATION FACILITIES	75,000	64,218	(10,782)		_	75,000
44	UTILITY - GUARDHOUSE & GATE ELECTRIC	5,000	2,779	(2,221)	4,000	_	4,000
45	UTILITY - IRRIGATION	18,000	15,580	(2,420)	18,000	-	18,000
46	GAS UTILITY SERVICES			-			_
47	UTILITY SERVICES	4,000	2,768	(1,232)	4,000	_	4,000
48	GARBAGE/SOLID WASTE CONTROL SERVICES						_
49	GARBAGE - RECREATION FACILITY	2,500	3,209	709	3,620	-	3,620
50	WATER-SEWER COMBINATION SERVICES						
51	UTILITY SERVICES - AMENITIES	31,000	28,155	(2,845)	31,000	-	31,000
	UTILITY - IRRIGATION	15,000	17,426	2,426	15,000	-	15,000
52				-		-	-
52 53	STORMWATER CONTROL						25 100
		35,100	34,300	(800)	35,100	-	35,100
53	STORMWATER CONTROL	35,100 3,000	34,300 126	(800) (2,874)	35,100 3,000	-	
53 54	STORMWATER CONTROL AQUATIC MAINTENANCE					-	3,000
53 54 55	STORMWATER CONTROL AQUATIC MAINTENANCE FOUNTAIN SERVICE REPAIRS	3,000	126	(2,874)	3,000	-	3,000 1,100
53 54 55 56	STORMWATER CONTROL AQUATIC MAINTENANCE FOUNTAIN SERVICE REPAIRS FOUNTAIN MAINTENANCE	3,000 1,036	126 2,055	(2,874) 1,019	3,000 1,100	- - -	3,000 1,100
53 54 55 56 57	STORMWATER CONTROL  AQUATIC MAINTENANCE  FOUNTAIN SERVICE REPAIRS  FOUNTAIN MAINTENANCE  MITIGATION AREA MONITORING & MAINTENANCE	3,000 1,036	126 2,055	(2,874) 1,019	3,000 1,100	- - -	3,000 1,100 4,000
53 54 55 56 57 58	STORMWATER CONTROL  AQUATIC MAINTENANCE  FOUNTAIN SERVICE REPAIRS  FOUNTAIN MAINTENANCE  MITIGATION AREA MONITORING & MAINTENANCE  OTHER PHYSICAL ENVIRONMENT	3,000 1,036 4,000	126 2,055 400	(2,874) 1,019 (3,600)	3,000 1,100 4,000	-	35,100 3,000 1,100 4,000 - 90,833 15,760
53 54 55 56 57 58 59	STORMWATER CONTROL AQUATIC MAINTENANCE FOUNTAIN SERVICE REPAIRS FOUNTAIN MAINTENANCE MITIGATION AREA MONITORING & MAINTENANCE OTHER PHYSICAL ENVIRONMENT GENERAL LIABILITY & PROPERTY INSURANCE	3,000 1,036 4,000 89,877	126 2,055 400 85,383	(2,874) 1,019 (3,600) (4,494)	3,000 1,100 4,000 90,833	- - - -	3,000 1,100 4,000 - 90,833
53 54 55 56 57 58 59 60	STORMWATER CONTROL AQUATIC MAINTENANCE FOUNTAIN SERVICE REPAIRS FOUNTAIN MAINTENANCE MITIGATION AREA MONITORING & MAINTENANCE OTHER PHYSICAL ENVIRONMENT GENERAL LIABILITY & PROPERTY INSURANCE INSURANCE - FLOOD	3,000 1,036 4,000 89,877 15,760	126 2,055 400 85,383 4,053	(2,874) 1,019 (3,600) (4,494) (11,707)	3,000 1,100 4,000 90,833 15,760	- - - - -	3,000 1,100 4,000 - 90,833 15,760
53 54 55 56 57 58 59 60 61	STORMWATER CONTROL AQUATIC MAINTENANCE FOUNTAIN SERVICE REPAIRS FOUNTAIN MAINTENANCE MITIGATION AREA MONITORING & MAINTENANCE OTHER PHYSICAL ENVIRONMENT GENERAL LIABILITY & PROPERTY INSURANCE INSURANCE - FLOOD MISCELLANEOUS MAINTENANCE	3,000 1,036 4,000 89,877 15,760 10,000	2,055 400 85,383 4,053 19,116	(2,874) 1,019 (3,600) (4,494) (11,707) 9,116	3,000 1,100 4,000 90,833 15,760 10,000 312,000	-	3,000 1,100 4,000 - 90,833 15,760 10,000

## STATEMENT 1 FY 2021 PROPOSED AMENDMENT BUDGET - GENERAL FUND

FY 2021 PROPOSED AMENDMENT BUDGET - GENERAL FUND								
		FY 2020	FY 2020	FY 2020	FY 2021	PROPOSED	FY 2021	
65	LANDSCAPE MAINTENANCE - OPTIONAL AREAS	48,040	ACTUAL 14,540	VARIANCE (33,500)	12,600	AMENDED -	AMENDED 12,600	
66	LANDSCAPE - FERTILIZATION	77,100	76,900	(200)	77,100	_	77,100	
67	LANDSCAPE - PEST CONTROL	57,200	38,496	(18,704)	57,200	-	57,200	
68	IRRIGATION REPAIRS AND MAINTENANCE	60,600	99,436	38,836	51,600	-	51,600	
69	LANDSCAPE - MULCH	31,350	33,250	1,900	40,000	-	40,000	
70	LANDSCAPE - ANNUALS	32,000	32,000	-	32,000	-	32,000	
71	LANDSCAPE REPLACEMENT PLANTS, SHRUBS, TREES	50,000	32,822	(17,178)	75,000	-	75,000	
72	FIELD SERVICES	6,500	-	(6,500)	-	-	-	
73	MINOR VOID REPAIRS	1,000	7,419	6,419	1,000	-	1,000	
74	FREEZE PROTECTION	6,300	-	(6,300)	6,300	-	6,300	
75	ROAD & STREET FACILITIES			-			-	
76	STREET / PARKING LOT SWEEPING	4,750	5,400	650	7,200	-	7,200	
77	MAINTENANCE - (ASPHALT & GATE)	13,000	21,709	8,709	13,000	-	13,000	
78 79	TOTAL FIELD OPERATIONS PARKS & RECREATION	1,455,302	1,341,991	(113,311)	1,416,417	-	1,416,417	
80	ONSITE STAFFING/EMPLOYMENT(Vesta Task 1A & B in FY 21)	277,988	253,538	(24,450)	275,960		275,960	
81	WTS MANAGEMENT FEE	12,677	9,677	(3,000)	273,900		273,900	
82	BUILDING REPAIRS & MAINTENANCE	35,000	12,182	(22,818)	30,000		30,000	
83	MAINTENANCE SUPPLIES	15,000	6,428	(8,572)	15,000		15,000	
84	SERVICE TRUCK REPAIRS & MAINTENANCE (GEM)	2,500	521	(1,979)	2,500		2,500	
85	PEST CONTROL	10,000	13,034	3,034	12,600	_	12,600	
86	CLUBHOUSE AUDIO EQUIPMENT	500	4,891	4,391	500	_	500	
87	COMPUTER SUPPORT, MAINTENANCE & REPAIR	10,000	15,674	5,674	10,000	-	10,000	
88	PROJECT MANAGEMENT SYSTEM	4,102	4,102	-	-	-	-	
89	CLEANING SUPPLIES	500	1,904	1,404	500	-	500	
90	POOL OPERATION & MAINTENANCE	40,000	30,018	(9,982)	32,000	-	32,000	
91	POOL HEATER MAINTENANCE	3,200	1,107	(2,093)	3,200	-	3,200	
92	FACILITY A/C & HEATING MAINTENANCE & REPAIR	3,500	6,687	3,187	5,000	-	5,000	
93	SIGN MAINTENANCE & REPAIRS	5,000	4,772	(228)	5,000	-	5,000	
94	PRINTING SUPPLIES	500	359	(141)	500	-	500	
95	OFFICE SUPPLIES	2,500	2,158	(342)	2,500	-	2,500	
96	PLAYGROUND REPAIRS	2,500	2,659	159	4,000	-	4,000	
97	TELEPHONE/INTERNET-GATE, BOAT LIFT & CLUB	30,000	32,279 6,360	2,279	30,000 18,000	-	30,000 18,000	
98 99	BOAT LIFT SLING REPAIRS & MAINTENANCE HOLIDAY DECORATIONS	18,000 12,000	4,347	(11,640) (7,653)	12,000		12,000	
100	TENNIS COURT MAINTENANCE & SUPPLIES	5,000	5,135	135	5,000		5,000	
101	TENNIS COURT MAINTENANCE PERSONNEL	-	22,595	22,595	31,311	_	31,311	
102	BASKETBALL COURT MAINTENANCE & SUPPLIES	1,500	575	(925)	1,500		1,500	
103	ELEVATOR MAINTENANCE	3,500	5,718	2,218	6,000		6,000	
104	DOG WASTE STATION SUPPLIES	5,000	8,009	3,009	7,320	-	7,320	
105	ADMIRAL POINTE OPERATIONS			-			-	
106	WTS MANAGEMENT FEE	3,169	2,419	(750)	-		-	
107	POOL OPERATION & MAINTENANCE	7,000	2,504	(4,496)	8,000	-	8,000	
108	ELECTRIC UTILITY - AMENITYFACILITIES	30,000	20,413	(9,587)	30,000	-	30,000	
109	WATER UTILITY - AMENITY FACILITIES	1,020	1,032	12	1,020	-	1,020	
110	SUPPLIES	1,500	104	(1,396)	1,000	-	1,000	
111	CLUBHOUSE PEST CONTROL	300	60	(240)	660	-	660	
112	BUILDING REPAIRS & MAINTENANCE	1,000	597	(403)	1,000	-	1,000	
113	TOTAL PARKS & RECREATION  CONTENCENCY & CAPITAL PROJECTS	544,456	481,858	(62,598)	552,071	-	552,071	
114	CONTINGENCY & CAPITAL PROJECTS  WORKING CAPITAL & PROGESSIONAL EEE CONTINGENCY	C00.000	C00.000		50.000		50.000	
115 116	WORKING CAPITAL & PROFESSIONAL FEE CONTINGENCY MISCELLANEOUS CONTINGENCY	600,000 590,658	600,000 228,863	(261 705)	50,000 200,000	-	50,000 200,000	
116	MISCELLANEOUS CONTINGENCY  CAPITAL PROJECTS	390,038	228,803	(361,795)	255,000	253,533	508,533	
118	INCREASE IN RESERVES & REPLACEMENT (FY 22)				255,000	90,000	90,000	
119	TOTAL CONTINGENCY	1,190,658	828,863	(361,795)	505,000	343,533	848,533	
120		7,50,630	- 020,000	(501,755)		0.10,000		
121	TOTAL EXPENDITURES	3,762,507	3,466,388	(296,119)	3,025,587	343,533	3,369,120	
122	III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	324,844	664,372	339,529	726,797	-	726,797	
123	OTHER FINANCING SOURCES (USES)							
124	INTERFUND TRANSFER OUT (TO RESERVES IN FY 21)	-			(450,000)	-	(450,000)	
125	INTERFUND TRANSFER TO MIRABAY CLUB (reclass from prior years to interfund transfer)	(324,843)	(320,839)	4,004	(276,797)	-	(276,797)	
126	INTERFUND TRANSFER TO UPLAND CLAIM FUND FOR CONTINGENCY				-	-		
127	TOTAL OTHER FINANCING SOURCES (USES)	(324,843)	(320,839)	4,004	(726,797)	-	(726,797)	
128	EXCESS OF REV/OTHER SOURCES OVER(UNDER) EXPEND/OTHER USES	-	343,533	343,533	(0)	-	(0)	
128	EXCESS OF REV/OTHER SOURCES OVER(UNDER) EXPEND/OTHER USES	-	343,533	343,533	(0)	-		

Who: Michael Eckert - District Counsel

What: Street Tree Permit Implementation

When: 02-18-21

**Budget Impact: TBD** 

Decision: Approve the staff time to prepare documents to fulfill the outstanding issues before preparation of license agreement can begin.



Attorneys and Counselors

#### **MEMORANDUM**

To: Harbor Bay CDD Board of Supervisors ("Board")

From: Michael C. Eckert

Date: February 10, 2021

Re: Natural Resources Tree Removal Permit NR (TR) #121.104 ("Permit") issued by

Hillsborough County, Florida ("County") to the Harbor Bay Community Development

District ("District")

On February 2, 2021, the County issued the Permit to the District. Several requirements of the Permit need to be discussed before staff can prepare the form of license agreement and implement its use in the community. Outstanding issues and recommendations are outlined below.

- 1. A map should be prepared showing which streets in the community are subject to the Permit. Not all streets in the community are owned by the District.
- 2. Section 2. Staff needs to confirm that the spacing required is feasible. This is likely not an issue, but should be confirmed.
- 3. Section 3. The Permit requires that no more than 20% of the trees on any named street can be palms. The Board needs to determine which street trees should be included in this 20%. This is probably the most difficult issue to resolve. In addition, District staff needs to develop a system to ensure the 20% threshold is not exceeded over time.
- 4. Section 4. The replacement street trees need to be "planted to accomplish a repetitive pattern" to achieve a uniform appearance of street tree plantings. The Board needs to discuss how to accomplish this Permit requirement, as it directly ties into which street trees can be replaced pursuant to a license.
- 5. Section 9. Carrie Moore with Hillsborough County confirmed no further consultations with Hillsborough County are required as set forth in section 9, because this is a community Permit.

We look forward to discussing these issues with the Board at its February 18, 2021 meeting.



#### **DEVELOPMENT SERVICES**

PO Box 1110 Tampa, FL 33601-1110

BOARD OF COUNTY COMMISSIONERS

Ken Hagan Pat Kemp Lesley "Les" Miller, Jr. Sandra L. Murman Kimberly Overman Mariella Smith Stacy R. White

**COUNTY ADMINISTRATOR** 

Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
INTERNAL AUDITOR
Peggy Caskey

DEPUTY COUNTY ADMINISTRATOR DEVELOPMENT & INFRASTRUCTURE

Lucia E. Garsys

#### **NATURAL RESOURCES TREE REMOVAL PERMIT**

#### NR (TR) # 121.104

Tree removal permits are authorized by the Hillsborough County Land Development Code (LDC), Natural Resources Regulations, and issued through the Development Services Department. Conformance to a permit condition(s), if applicable, is required. Failure to comply with the permit is a violation of the Hillsborough County LDC and will result in the appropriate enforcement actions listed in Article 11.06. This permit must be available onsite during the permitted tree removal activity.

Mirabay Global Permit 052664-2704 054234-0402 054208-0040 054234-1168 054234-2100

 $054234\text{-}2098\ 052664\text{-}2706\ 054208\text{-}0424\ 054191\text{-}1616\ 054208\text{-}0536\\ 054191\text{-}1540\ 054191\text{-}2022\ 054234\text{-}2392\ 054191\text{-}1126\ 054208\text{-}0426$ 

054191-1472 and Admiral Point

Applicant's Name Property Location

This permit authorizes the removal of only those trees classified as "Street Trees" referenced by Section 6.06.05 of the Hillsborough Land Development Code which are located between public sidewalk and roadway curb.

#### **PERMIT CONDITIONS**

- 1. For each **Street Tree** removed, a 1" DBH tree with a minimum overall height of 6 feet shall be replanted. All trees shall be Florida Grade # 1 or better quality in accordance to Grades and Standards for Nursery Plants, Florida Department of Agriculture and Consumer Services. Palms shall have a clear trunk of 8 feet minimum.
- 2. **Street Trees** replanted between the sidewalk and roadway curb shall be located as near the center of the lot's frontage as feasible and no nearer than 5 feet to the roadway's edge of curb and 3 feet from the public sidewalk edge. Those replanted on the lot must be located no further than 5 feet

from the lot side of the public sidewalk but minimally 5 feet from walkways, driveways and/or utility features. Tree species selected shall be from the approved street tree list. Any variation from this list must be approved through a written request.

- 3. No more than 20 % of replanted Street Trees on the same named roadway may be comprised of palm. The planting of Sabal palms shall require their planting at a 2:1 ratio.
- 4. To achieve a uniform appearance of **Street Tree** planting on the same named roadway, approved tree species shall be utilized and planted to accomplish a repetitive pattern.
- 5. All replanted **Street Trees** shall be adequately watered to ensure their establishment.
- 6. A replanted Street Tree shall occur within thirty (30) days subsequent the removal of the existing Street Tree.
- 7. This permit is valid for (2) years from the date of issuance. Any permit extension shall require a written request thirty (30) days in advance of the permit expiration date. A report shall be submitted to Natural Resources in the anniversary date of the permit, listing addresses of removals and replacements compiled over the previous year.
- 8. This permit is applicable only to the boundaries of the folios listed and where legal addresses where removal and replacements have been applied.
- 9. Prior to removing or installing any street tree a consultation with the Hillsborough County Right of Way Use Permit office at (813) 635-5406 must occur.

SigPlus1

2/02/2021

Date

Carrie Moore, Manager **Natural Resources Section Development Review Division Development Services Department** (813) 272-5600

Who: Cardno

What: Upland Claims after Recent Seawall

Work

When: 02-18-21

**Budget Impact: TBD** 

Decision: Residents at two properties (601 Islebay Dr & 5726 Tortoise) had historically negligible issues with their upland walls but noticed recent movement after the new seawall was constructed. They are requesting that the Board consider reopening the upland claims program for them to submit a damage repair request.



844-HELICON | HELICONUSA.COM 11103 N. 46TH ST. | BUILDING B TAMPA, FL, 33617 State of Florida License CBC1255310

Project Address: 5726 Tortoise Place Apollo Beach FL 33572

Prepared For: Mark Slusher markeslusher@msn.com 8137343481 **Prepared On:** 12/17/2020

Prepared By:
Douglas Mullins
douglas.mullins@heliconusa.com
(813) 434-5000

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Amount Due Upon Completion of Project(s)	\$10,099.00
Suggested Deposit	\$3,029.70
Total Project Price	\$10,099.00
Solidity and Stabilize Deeper Soils	\$10,099.00

### **Acceptance of Contract**

Helicon is the authorized contractor to perform the specified work in this proposal. Helicon will not proceed with any changes or alterations to the project or price unless it is approved in writing by the customer on this contract.

Helicon Authorized Signature
12/17/2020
Data

### **Customer Consent**

I am/we are aware of and agree to be legally bound by the terms of this Proposal, Disclosures, and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1.5% per month (18% per annum) if my/our account is 30 days or more past due. Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. This Proposal may be withdrawn if not accepted within 30 days.

Mark Slusher	Heather Slusher
12/17/2020	12/17/2020
Date	Date
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### **Products Included**

### Solidify and Stabilize Deeper Soils

**Pool Deck** 

**Utilities Coverage (Soil Stabilization)** 

1

### **Installation Details**

Inject foam material indicated on job drawing up to 10 feet in depth to solidify and stabilize the soil.

Helicon takes responsibility for repairing any damage occurred to a private utility line during installation. This may include sprinkler lines, pool equipment lines and landscaping lighting.

### **Contractor and Customer Will Do the Following:**

#### **Contractor Will:**

- 1. Complete all work in a workmanlike manner according to the standard practices of the industry.
- 2. Courteously address any questions or concerns and treat you and your family with respect. All of our employees are upstanding citizens with the legal right to work in the United States. No employee will use profanity while on your property.
- 3. Protect all of the customer's property in the specific working areas such as lawns, carpeting, floors, walls, furniture and door frames to the best of our ability.
- 4. Attempt to lift the structure or slab specified in the contract only if the customer is present. If the customer is not present and they would like to attempt any lifting, an additional mobilization fee of \$750 will be charged.
- 5. Record Benchmarks.

#### **Customer Will:**

- 1. Pay for project(s) upon completion to foreman and acknowledges that the final invoice may be subject to CUSTOMER APPROVED change orders not included on this contract.
- 2. Prepare the work area for installation which includes, but is not limited to: removing and replacing any landscaping, pool pumps, filters, heaters, A/C unit(s), utility lines, patio furniture, furnishings, tables, toys, planters, and interior furniture. Providing an unlimited water supply and access to a minimum 110 Volt, 20 Amp.power source that can be accessed anywhere on project site.
- 3. Notify Helicon of any changes to the property prior to the installation date.
- 4. Make Helicon aware of any septic systems, underground pipes, drains, drainage systems in the specified work area(s). Helicon is not responsible for damaged or affected areas.
- 5. Be responsible for any finish carpentry, painting, paneling, landscaping, reseeding and re-sodding that may be necessary after the work is completed, unless stated in writing in the Agreement.
- 6. Be responsible for marking any private lines such as satellite cables, propane lines, and sprinkler system lines.
- 7. Maintain positive drainage away from the repaired area(s) which includes, but is not limited to: keeping gutters clean and in good working order and directing downspouts a sufficient distance away from the repaired area(s).
- 8. Be available throughout the actual lifting or straightening process to consult with our Foreman if lift was desired.

#### If Lift is Desired:

The customer must be available throughout the actual lifting, or straightening process, to consult with our Foreman. The Foreman will be able to provide a timeline on when the lifting process will occur to ensure the customer will be available. Helicon cannot guarantee structures, walls or floors to be perfectly level or plumb. Generally, Helicon can lift or straighten any structure to be level or plumb; however, this may result in damage to the building finishes (interior or exterior). As such, the customer shall be solely responsible to dictate to the Helicon crew how far to manipulate any structure or support toward level or plumb and is, therefore, also responsible for any resultant damages. Helicon will endeavor to advise the customer in advance if the degree of manipulation requested is compromising the structure or finishes of the building; however, it may not always be possible to foresee or to predict exactly how it may be affected.

#### Lien Information

We fully comply with all the state and local laws and maintain the highest level of ethics. Helicon Foundation Repair Systems, Inc. dba Helicon is fully licensed and insured. We have a record of excellence in the industry. In accordance with Florida Statue 713.015 we are providing the following statement:

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ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUBSUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED YOU A "NOTICE TO OWNER". FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Helicon will work with you during the project to ensure that you are provided with all the necessary documentation and releases for our services. We take great pride in our work and we look forward to including you as another happy customer.

In the event a dispute arises between Helicon and the customer, the PARTIES agree that mediation shall be a condition precedent to presentation of any claim or defense in arbitration or litigation. A request for mediation served on the other party by certified mail, return receipt requested shall act to initiate mediation. If the party receiving the request for mediation fails to cooperate in scheduling and/or participating, the party who served the request for mediation shall be deemed to have satisfied the condition precedent and may proceed with formal claims. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a mediator that is mutually agreed upon by the parties or failing stipulation, by a mediator from the American Arbitration Association ("AAA").

The PARTIES agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration administered by the AAA (or a different administrator if all parties agree), under the AAA Construction Rules then in effect. Any arbitration award may be entered as a judgment in any court of competent jurisdiction.

This contract shall be interpreted and governed by the laws of the State of Florida. Venue for any litigation initiated by the customer shall lie exclusively in Hillsborough County, Florida, and the customer hereby waives any and all rights it may otherwise have to the selection of venue. Venue for any litigation initiated by HELICON shall lie in the County within which the project is located.

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this CONTRACT (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this CONTRACT, the prevailing party shall be awarded its attorney fees, costs and expenses incurred. This provision is intended to be interpreted as broadly as allowed by law, and the parties specifically intend for the prevailing party to recover fees and costs incurred during pre-suit negotiation and mediation, preparation of the case before suit or appeal is filed, post-judgment attorney's fees and costs incurred in the process of perfecting a judgment or collecting on an award or a judgment, and on appeal(s). Further, the PARTIES intend for the prevailing party to be compensated for all reasonable costs incurred in the dispute resolution proceedings, and do not wish to have the definition of compensable cost as codified in Florida act as a bar to recovery so long as it can be shown that the cost was incurred as a result of the dispute resolution proceeding.

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### **Warranty Information**

This Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, verbal or written, and all other obligations on the part of Helicon to the customer. There are no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms – Helicon provides industry leading warranties for the applicable time periods indicated below. These Warranties can be transferred an unlimited number of times to a subsequent purchaser of this specific property without any cost. Helicon will provide the Warranty once all projects are completed and paid in full and will be null and void if full payment is not received.

This Warranty does not cover and Contractor specifically disclaims liability for: 1) products not mentioned specifically in this contract; 2) specific areas that are not a part of this contract; 3) system damage caused by Customer's negligence, misuse, abuse, or alteration; 4) dust incidental to installation; 5) damage to personal property of any type; 6) utility line breakage (if Utilities Coverage was not purchased); 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) damage caused by lateral movements and forces of hillside creep, land sliding

### Deeper Soil Foam Injection Warranty

Helicon warrants that our foam material will stabilize and solidify the existing soils up to 10ft in depth, unless stated otherwise, against "erosion" in the specific areas described in this Contract for a period of five (5) years. "Erosion" will be defined as a clear depression (more than a 1/4") in the soils where Helicon injected its foam material. Customer is responsible for any supplemental repairs associated with the re-injection of Helicon's foam material. Helicon does not represent that our foam injections will lift pavers or any other material on top of the soil but rather will solidify and stabilize the problematic soils up to 10ft in depth. Although our Foam material can act as a water barrier, Helicon's foam injections are not a substitute for waterproofing and this warranty does not cover water intrusion in any way.

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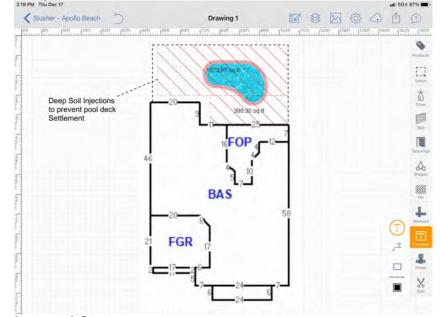


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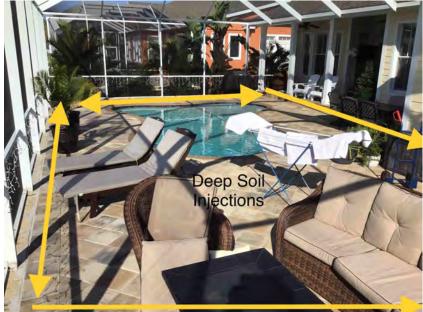
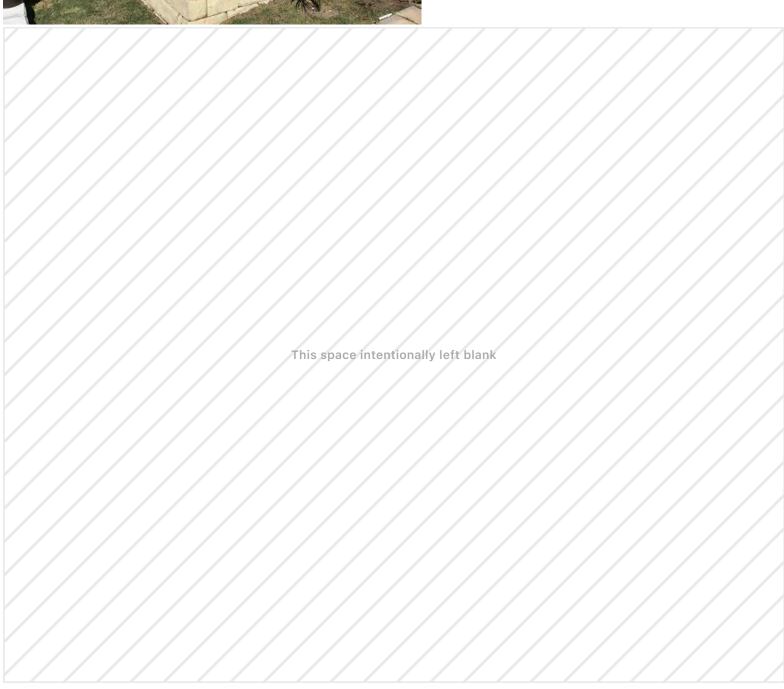


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SunDeck Pavers

Fax: (813) 579-4264

Email: Info@SundeckPavers.com

Date:

Name: Mark Stusher	Jo	b Type: Renair		
		ome Phone:		
Address: 5726 TOCHOI	Se C	ell Phone:		
City: Apollotseed Zip: Email:		repared By: Sam		
Email:	P	hone: 813-299-8547		
Job Specifications				
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	Exclusions and Misc. Notes			
ALL PRICES ARE BASED ON OUR CURRENT PRICE SCHEDULE AND WILL REMAIN IN EFFECT FOR 30 DAYS.  Contract Accepted By *: Printed Name: Date: Date: Date: Date: Printed Name: Date:				
Deposit Paid: \$ 60% de				
	Custom colors and designs may require additional lead time.	SDP Use Only  Date Ordered:		
*By signing this co	ontract you agree to the terms as outlined on the reverse of this page.	Date Completed:		



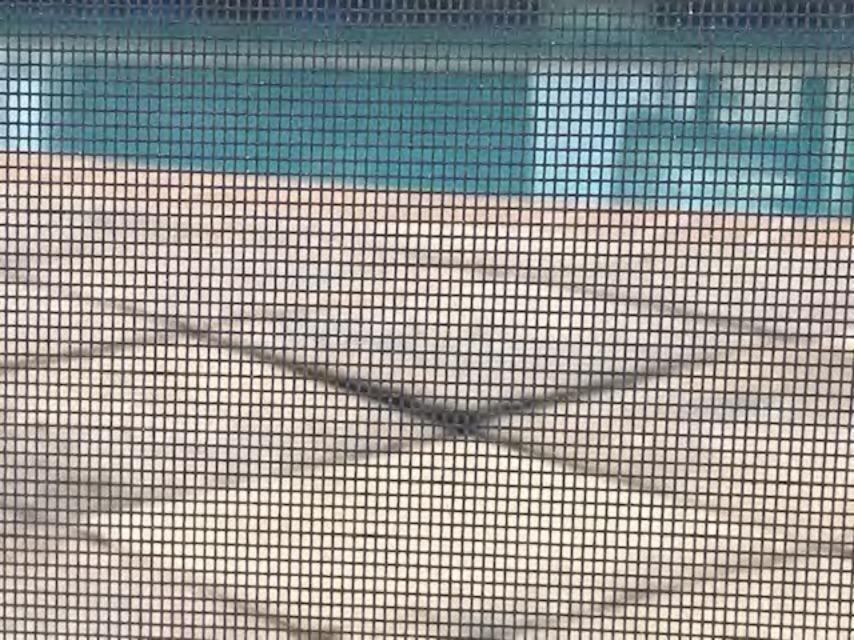


















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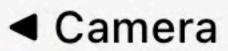




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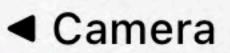


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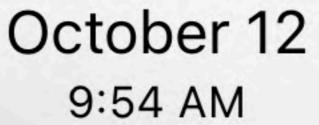




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Who: Matthew Davis, Special Uplands Counsel

What: Additional investigation of three upland

claims

When: 02-18-21

Budget Impact: \$1,500 - \$2,500

**Decision:** Board to approve additional

investigation of the three (3) upland claims

from 5617 Seagrass PL, 536 Islebay DR, & 534

Islebay DR

### **Harbor Bay**

### **Community Development District**

### **Agenda Request**

**To:** Board of Supervisors

From: Matt Davis, Special Uplands Counsel

**Date:** February 16, 2021

**Subject:** Parry, Driscoll and Erickson Claims

### **ISSUE:**

Whether to authorize the Third Party Engineer to return to the Parry, Driscoll and Erickson properties to determine whether the seawall repairs affect the scope and value of the recommended repair work.

### ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)

The Board approved consideration of the Parrys' (5617 Seagrass Place), Driscolls' (536 Islebay Drive) and Ericksons' (534 Islebay Drive) upland claims at the January 2021 meeting. In the time since these claims went through the upland claims process (2019 and 2020), the District has repaired the seawall adjacent to their properties.

It is possible that the seawall repairs negated some of areas of the upland damage repair the Independent Third Party Engineer, Burby Engineering, used when calculating the estimated cost to repair the upland damage. Burby Engineering estimates that it will charge approximately \$1,500 - \$2,500 to conduct a site visit and analyze whether, and to what extent, the seawall repairs affect the upland repair scope of work.

By a significant margin, the largest component of the upland repairs generally is the cost to stabilize the upland retaining wall through either helical piers or chemical grout. Depending on the size of the upland retaining wall, piers or grout typically costs \$10,000 - \$20,000 per property. Specifically, in this case Burby estimated that helical piers would cost \$14,750 for Parry, \$12,600 for Erickson, and \$12,600 for Driscoll. Thus, if Burby determines that fewer helical piers, or no helical piers, are required due to the seawall repairs, it could result in a substantial cost savings to the District.

### **EXPECTED COMPLETION DATE:**

March/April 2021. If the Board authorizes Burby to re-inspect the properties, we are hopeful that Burby will be able to produce his analyses in time for the March 2021 Board Meeting. However,

this depends upon the availability of both Burby and the ability to obtain access to all three homes on the same date (the inspections need to occur on the same date to minimize costs).

### **DECISION TO BE MADE:**

Whether to authorize Burby Engineering, at a cost of \$1,500 - \$2,500, to conduct further analysis of the Parry, Driscoll and Erickson claims to determine what, if any, impact the seawall repairs had on the scope of their upland repairs.

### **ATTACHMENTS:**

N/A

Who: Margaret Alfano

What: General Manager's Report

When: 2-18-2021

**Budget Impact: N/A** 

Decision: N/A



Date of report: **2-18-2021**Submitted by: Margaret Alfano

#### **COMMUNICATION / No Board action required:**

Our Vesta IT team is still hard at work creating their magic for MiraBay. As you know, we have a wonderful "nuts and bolts" website; harborbaycdd.org that is the host for all official CDD business functions. Our goal is to create a recreation website for all matters related to resident information. This way between the new site and the app, our residents will have a one stop shop for answers. As stated previously, these new communication tools will feature; links to the main CDD site, HOA site, monthly newsletters, event information, hours of operation, policies and procedures, room rental information, sunrise/sunset pool hour calendars, seawall updates and live ticker tape for any and all important up to the minute information!

We would like to ask all Board members to take a peek at; <a href="https://grandhavenamenity.com/">https://grandhavenamenity.com/</a>, please. This is the most recent production and collaboration of our Vesta IT, Marketing Department, and our Regional Lifestyle Directors' efforts. This not only shows our plans but the depth of our team and services. We are pleased to bring these upscale tools to the residents of MiraBay. We are also excited to announce that Vesta also has an answer for ADA compliance issues, which should take those worries off the table. Currently, we are working on an agreement with District Counsel to not only make sure the District is taken care of but also make sure we are all on the same page. Those documents and our plan should be available for our March meeting. At that time, we will also have a better idea of our timeline for Board review and resident release.



### **SPRING CLEANING COMES EARLY TO THE BAY / No Board action required:**

In an effort to not only perform our preventative maintenance on the property, but we also need to be mindful of repairs, painting, and amenity conditions. We are always making an effort to put our best foot forward and make sure we are resort ready when our residents have a chance to stop by! We never take for granted that the Amenities are an extension of our residents' homes. To that end here is just a small list of items we have addressed this past month:

- Painted and deep cleaned all of Dockers in preparation for our enhanced childcare program and partnership with the YMCA. We hope our MiraBay Munchkins feel welcome in their renovated space!
- We have also installed two new gates at the pool bathrooms for the security and safety of our childcare participants, preventing direct and unobstructed access to the pool deck.
- We have pressure washed the entire promenade, picnic tables and access points to Dockers.
- We have added a fence to make sure that no children can intentionally or inadvertently enter our construction zones.
- We have added small "child sized" picnic tables to the Main Clubhouse playground for our Mommy's and Me groups, childcare program and more cute spot for our little ones to cop a squat.
- We have patched all drywall areas in the gym: ceilings and walls. It was not resort ready when you would place a mat on the floor to continue your workout and see peeling paint on the ceilings. We do have three ceiling spots that will require a bit of future touch up, we will have those taken care of asap.
- All ceilings and walls in the gym have been repainted as well, FRESH and CLEAN!
- We have replaced all cracked and broken blinds in the gym.
- We also removed all duct tape (ugh) from the fitness room and gym mirrors and replaced with fresh, clean, unbroken, and new mirrors. Look in the mirror and don't be afraid to see how beautiful you are!
- Stay tuned for more updates as again we take care of OUR property together!
- Thank you to the residents for their understanding and patience while we make these improvements.

### **AMENITY ENHANCEMENT PLAN / No Board action required:**

We are in full swing with our Amenity enhancement plan. Exciting news that our permitting and processes are moving full steam ahead. By our March meeting we should have a firm groundbreaking date. Please note, that the geothermal repairs will need to be resolved prior to the enhancement plan starting. We have been working closely with the District Engineer on budget points, grading, timelines and more. It is so exciting – we are in the home stretch and greatness ahead. We have finalized our color selections as well and of course to include MiraBay blue!

#### "SEA" SHED VISION / No Board action required:

WOW, wow is all we can say here. The changes that have taken place so far are just short of amazing, only "short" of amazing because we are not done yet! The most valuable piece of real estate on the Bay is about to be worthy of that location. We are hopeful to host our first grand opening adult event there in March. Also, the way the early registration of kid's program is going — Outfitters will be hopping soon!

Stay tuned for stage two proposals of this area so we can plan accordingly in our FY 2021-2022 budget, if desired.

Should you have any comments or questions feel free to contact us directly.



Who: Doug Ivester

What: Field Operations Report

When: 2-18-2021

**Budget Impact: N/A** 

Decision: N/A



Date of report: **2-18-2021**Submitted by: **Doug Ivester** 

#### **GEOTHERMAL UPDATE / No Board action required:**

Currently, we are still negotiating the easement agreement with Park Square Homes. As a result, our expected timeline will be affected. We have been communicating with our vendors during this entire process. We appreciate their patience and their efforts to keep our project on their calendars. However, at this point we have notified them that we will contact them for scheduling once the easement has been recorded.

### TECO UPDATE / No Board action required:

We have reached out and requested an official proposal from TECO for light pole conversions. We will continue to pursue the answers that the Board requested.

### WELCOME BACK TO MAINTENANCE STAFF MEMBER / No Board action required at this time:

We were sad to see Khadeed leave but we wish him nothing but the best in his new endeavors.

We are excited to welcome back Angela Boemio to our maintenance team. Angela was a valued and dedicated member of the MiraBay staff from 2016-2018. Please stop by and say hello next time you see her on property! Welcome Angela!!

### SIDEWALK REPAIRS UPDATES / No Board action required:

As requested, we have contacted two separate sidewalk vendors on their methods of repairing our sidewalks. We have their estimates and differing scopes of services. At the Board's request we can discuss these options and their costs in detail.

### FIELD CAMERA / No Board action required:

We reviewed the possibility of installing a field camera near our trap with the owner of our trapping company. He does not feel that this effort will give us an indication of how many hogs are present or living in the 1,800+ wild acres in which they could reside. For the month of January, there were five hogs captured and three of those were pregnant. Please note, that 32 piglets came from those three litters. This is good news as they can produce those litter numbers up to two times a year.

#### FIELD OPERATIONS UPDATES / No Board action required:

- Applied temporary patch to the Main Clubhouse pool to prevent the loss of water, wasted chemicals and possible erosion issues under the shell.
- Pressure washed promenade at the Main Clubhouse.
- Installed new tensioner and net on tennis court three.
- We are currently in the process of sanding and oiling all of the handrails at the boat lift.
- Repaired both main pool circulation pumps and replaced pump assembly on the kiddie pool.
- Replaced two main pool operating valves to allow for proper maintenance of pump inlet screens.
- Removed and root raked three Oaks behind Clubhouse in preparation for well drilling and amenity enhancement project.
- Installed three Bald Cypress trees to replace Oak removal, as required by permitting/mitigation.
- Installed temporary fence to secure/separate our anticipated construction site from our playground access, for the safety of our children.

Should you have any comments or questions feel free to contact me directly.



Who: Holly Faldetta

What: Amenity Manager's Report

When: 2-18-2021

**Budget Impact: N/A** 

Decision: N/A

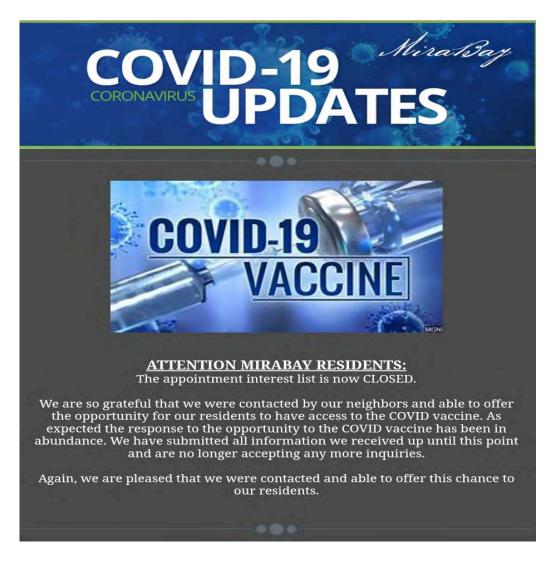


Amenity Manager's Report

Date of report: **2-18-2021**Submitted by: **Holly Faldetta** 

#### **CORONAVIRUS SHOT UPDATE / No Board action required:**

As you know, we were recently contacted by our sister property with an amazing opportunity to offer Coronavirus shots to our MiraBay residents 65+. As you can imagine, word spread quickly, and spots filled almost faster than we could keep up with. It was truly heart-warming to hear neighbors reaching out to each other to make sure those in need were signed up to get vaccinated. One resident was so grateful for her neighbor reaching out to help get her signed up she sent a lovely arrangement of flowers as a "thank you, for saving her life." We are proud to say that between the two properties there were over 4,000 vaccines successfully administered. We all feel that it is indeed a rare opportunity that comes along in life in which you can make a real difference and help so many people. For those of us at Vesta, it was a privilege and an honor to serve the MiraBay community in this capacity. We would like to extend a HUGE "Thank You" to our Vesta sister property for extending this unique opportunity to help so many in our community.



### **EVENTS UPDATE / No Board action required:**

Punxsutawney Phil may have seen his shadow and predicted 6 more weeks of winter, but we are gearing up for a busy spring! Looking ahead we have a spectacular St. Patrick's Day celebration on the patty-o! Wear your green and stop by the club house for a delicious Irish catered meal from Salty Shamrock, green beer, drink specials, raffle prizes, and more! Keep an eye out for our weekly e-blasts full of new and exciting information!

### MIRABAY CHILDCARE UPDATE / NO Board approval required:

The YMCA is here!! The Rally Days were a success, and our NEW childcare program is in full swing! The YMCA started with 3 Rally days where parents and kids could meet staff, ask questions, sign up, and be entered in a raffle for Tampa Bay Rays Swag. Following the Rally Days, we had 2 Kids Day Out full day camps with lots of fun, exciting and educational activities planned! It has been a breath of fresh air having excited little critters in Dockers and around the clubhouse again. We are looking forward to more fun times ahead as our program keeps growing!

Should you have any comments or questions feel free to contact us directly.



Who: Doug Ivester

What: Solitude's current contract does not include 6 ponds that are part of the storm water drainage system. These ponds have been recently excavated in areas of MiraBay that as of yet have not been conveyed to the CDD. However, these drainage ponds are a part of the CDD's SWFWMD permitted drainage system and need to be maintained.

When: 2-18-2021

Budget Impact: \$3,120.00 (\$260.00/month)

Decision: Motion to approve the additional storm water retention ponds as an addendum to the current Solitude Lake Management Contract.



### **SERVICES CONTRACT ADDENDUM**

CUSTOMER NAME: Harbor Bay CDD PROPERTY NAME: MiraBay Community CONTRACT DATE: February 9, 2021

SUBMITTED BY: Nick Viles

SPECIFICATIONS: Pond Maintenance Add-Ons (Sites #28 - #33)

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and for the same period as the current Services Contract.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Contract Addendum Price is \$3,120.00. SOLitude shall invoice Customer \$260.00 per month for the Services to be provided under this Agreement. The price indicated in this contract addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SoLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the SoLitude by the customer that are not covered specifically by the written specifications of this contract.
- 3. <u>TERM AND EXPIRATION.</u> This Agreement is an Addendum to an existing annual management program as described in the Schedule A attached, and and shall remain in force and renew with the same terms and for the same time period as the existing contract.
- 4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- 5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

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### Services Contract Page 3 of 7

Virginia Beach, VA 23453



11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

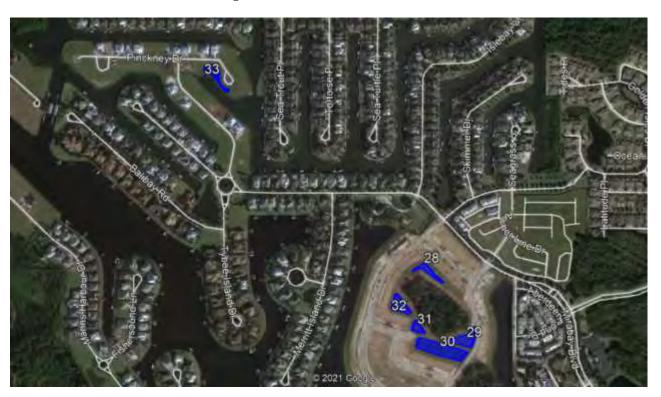
ACCEPTED AND APPROVED:	
SOLITUDE LAKE MANAGEMENT, LLC.	Harbor Bay CDD
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450	

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



#### SCHEDULE A - ANNUAL MANAGEMENT SERVICES

<u>Specifications</u>: Annual Pond Maintenance for Six (6) New Sites – 2.14 Total Acres – 3,854 Linear Feet New Sites #20 through #33



#### <u>Visual Inspections:</u>

- 1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aguatic Vegetation
  - Algae
  - Erosion
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
- 2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time



- the issue was first observed and reported to the Customer in writing as part of that month's service report.
- 3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
- 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

# **Aquatic Weed Control**:

- 1. Pond(s) will be inspected on a two (2) times per month basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control:

- 1. Shoreline areas will be inspected on a two (2) times per month basis.
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Pond Algae Control:

- 1. Pond(s) will be inspected on a two (2) times per month basis.
- 2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Littoral Shelf Maintenance:

1. SOLitude will perform spot spraying as required to maintain compliance with governing agencies for the management of all nuisance and exotic species.



#### Pond Dye:

1. Pond Dye will be applied to the pond(s) on an as required basis to help shade the pond(s) from sunlight penetration, thus helping to slow the growth of algae and aquatic weeds.

#### Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

#### Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### **Quality Assurance Reporting:**

1. Customer will be provided with a monthly report detailing the condition of all contracted sites and will include site photos.

#### General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

# Services Contract Page 7 of 7



- 6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- 7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

# **EXHIBIT 15**

Who: Doug Ivester

What: The landscape around the Bay Estates entrance has overgrown its space and does not present a neat appearance. The monument from the entrance is covered and not visible and the plants have overgrown the space to the extent that the cutback needed to bring them to the tiering levels desired would need to be excessive and harmful the plants, the tier one plantings on the sides past the gates were damaged during the relocation of power service to that gate and are dying back and need to be replaced.

When: 2-18-2021

**Budget Impact: \$2,603.63** 

Decision: Motion to approve the replacement of the landscaping around the Bay Estates entrance.



## Capital Land Management Corporation P.O.Box 130 Matlacha, Florida 33993

Proposal #301487

Created: 12/21/2020 From: Luke Eldridge

**Proposal For** 

DPFG - Harbor Bay CDD

Harbor Bay CDD 250 International Parkway Suite 280 Lake Mary, FL 32746 Location

5505 Tybee Island Dr Apollo Beach, FL 33572

main: Asst. Jackie at 321-263-0132 ext. 4209 mobile: 407-221-9153

fieldops@mirabayclub.com

Bay Estates Entrance Revamp:

Terms Net 30

ITEM DESCRIPTION	QUANTITY	AMOUNT
5) Enhancement Labor Labor crews will first remove all the existing plants from around the Bay Estates sign and the landscaping beds south of the signs. Labor crews will then remove all the old existing mulch and prepare all beds for plants to be installed.	6 Hour	\$ 240.00
1) ARBORICOLA, TRINETTE - 3G  Next, labor crews will install 3G Arboricola plants on 36" centers around the "Bay Estates" sign, as well as around the gate actuator.	17	\$ 242.93
2) Alternanthera Labor crews will then install 3G "Little Ruby" plants to be planted on 36" centers in front of the Arboricola plants.	15 ea	\$ 178.50
3) BLUE DAZE - 1G Labor Crews will then install 1G Blue daze plants on 12" centers in the landscaped beds south of the sign, which are on the East and West side of Tybee Island Drive.	230	\$ 1,642.20
4) CYPRESS MULCH finally labor Crews will install fresh cypress mulch in the newly landscaped beds.	3 YARD	\$ 150.00
6) Mobilization Equipment Transportation, Supply pick Up and/or Delivery Fees	1 ea	\$ 150.00

#### **Client Notes**

This is a proposal to remove the Crotons from the landscaped from around the Bay Estates sign, as well as remove the Crown of Thorn plants from the landscaped beds south of the sign. Once all the old plants are removed, the existing dated mulch will be removed. Next the 3 gallon Arboricola plants will be planted around the Bay Estates sign and the gate acuator. The 3 gallon Little Ruby plants will then be installed around the Bay Estates sign, in front of the Arboricola plants. At this point the 1 gallon Blue Daze plants will be installed in the landscaped beds south of the Bay Estates sign. Finally fresh cypress mulch will be installed (at a 3" thickness) to all the landscaping beds, which will complete the project.



# Capital Land Management Corporation P.O.Box 130 Matlacha, Florida 33993

Proposal #301487 Created: 12/21/2020

From: Luke Eldridge

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date (15) days of completion, are subject to late fees. All Trees, Palms, Plants and Turf are warrantied for (30) days once installed. It is not implied nor understood that any plant that is transplanted to be warrantied. Theft and Vandalism is not warrantied. No warranty applies to Mother Nature events such as but not limited to, freeze, drought, flood, winds, ect. are not warrantied. No warranty applies to mechanical failure such as but not limited to irrigation systems, wells and ect. unless Contractor is found negligent. Unwanted grassy weeds in turf cannot be warranted to be fully prevented such as but not limited to, Torpedo, Carpet, Crab, Goose, Bermuda and ect.

SUBTOTAL	\$ 2,603.63
TOTAL	\$ 2,603.63

### Signature

x Date:

Please sign here to accept the terms and conditions

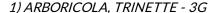
#### Contacts

Douglas 727-686-8842 mailto:fieldops@mirabayclub.com

#### **Photos**

1) ARBORICOLA, TRINETTE - 3G







From: Luke Eldridge





2) Alternanthera



3) BLUE DAZE - 1G



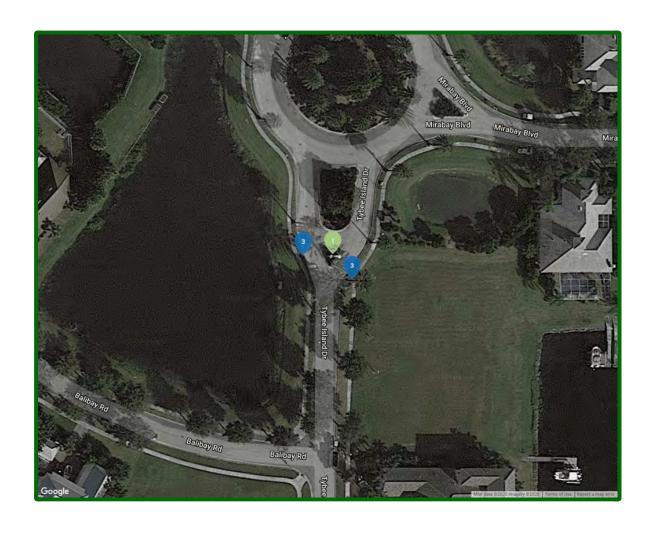
3) BLUE DAZE - 1G



3) BLUE DAZE - 1G



From: Luke Eldridge



ID	DESCRIPTION	COLOR
1	Location Where Arboricoland and Little Ruby plants, along with mulch, are being installed.	
3	Area Where 1G Blue Daze plants and mulch are being installed	
3		

# EXHIBIT 16

Who: Doug Ivester

What: There are several areas of roadway/round-a-bout pavers that need to be repaired. A large portion of the right exit lane on Mira Bay and the lead ins to both entrance lanes at the Mira Bay gate as well. Additionally, a large tractor trailer attempted to make the swing around the Fisher Sound island and damaged the majority of that entire paver area. All of these areas need to be lifted out, regraded below and reinstalled.

When: 2-18-2021

Budget Impact: \$3,005.00

Decision: Motion to approve Bay Brick pavers to repair

pavers per proposal.



a contract. Thank you for your business!

# Bay Brick Pavers, Inc. 4508 Oak Fair Blvd., Suite #106 Tampa, FL 33610

Info@BayBrickPavers.com Office: (813) 850-2651

PROPOSAL/CONTRACT	1042
CUSTOMER Doug Tuester Mira Bay DATE_	1-25-21
SITE ADDRESS 107 Mayon & Harber Da city Apollo Brac	
PHONE #1 727-686-8542 Phone #2 EMAIL	
SALES PERSON_ Ted 15/50 CELL # 313-300	0-6087
*Prices based on gray based colors/local manufacturers, white based colors add \$0.3	
AREAS TO BE COVERED: Remove & Reset Per Driving	re per square 100ti
COLOR_ RED Charces SHAPE Old To	nsh_
PATTERN MANUFACTURER Them	
EXCAVATION UP TO 433 SQ. FT. (concrete up to 5")  INSTALLATION UP TO 433 SQ. FT. WITH CUTS  PRICE INCLUDES: MATERIAL, FREIGHT, TAX, CLEAN UPCOMPLETE JOB.	\$ 3,005° 4
1. WHITE BASED PAVER COLORS	, 4) A
2. BIOBARRIER UP TO LINEAR FEET	\$\$
PLACEMENT OF PAVERS ON PROPERTY	_
TOTAL COST OF THE ABOVE	\$ 3005 00/21
DEPOSIT	\$
BALANCE DUE UPON COMPLETION PAYABLE TO BAY BRICK PAVERS, INC. PAYMENT BY CASH OR CHECK ONLY	
CUSTOMER DATE	

By signing above, I agree to the payment indicated for the work involved and give my authority for Bay Brick Pavers, Inc. to

proceed with the work. I have read and clearly understood the front and back page and by signing above, this proposal becomes

# **Bay Brick Pavers, Inc. Terms & Conditions**

Terms: <u>BUYER(S):</u> The buyer is the property owner or the owner's authorized representative.

**INSTALLER:** The installer is one who undertakes himself or others to do hardscape work.

2082

#### **BUYER'S RESPONSIBILITIES:**

IRRIGATION: It is the buyer's responsibility to have sprinkler heads moved or capped prior to installtion.

**ACCESS:** It is the buyer's responsibility to provide ample access to area for equipment, personnel and materials delivered to job site as well as electric and water when needed. The installers are to be allowed to perform work without interruptions, delays or acts of neglect on the part of the buyer.

**PERMITS:** It is the buyer's responsibility to supply permits when necessary. If the buyer prefers Bay Brick Pavers, Inc. to pull the permits there will be a \$75.00 per hr. fee for time spent obtaining permit plus permit cost.

Buyer is responsible for removal and replacement of all personal property in work areas.

It is the buyer's responsibility to restrict children and pets in work areas.

**CONCRETE RESTRAINING EDGES:** Restraining edges are not meant to be driven on. In the event of damage it becomes the buyer's responsibility to pay for repairs. Buyer is responsible for necessary removal and replacement.

#### BAY BRICK PAVERS, INC. IS NOT RESPONSIBLE FOR:

Damage done to property by equipment or people not under our control. Buyer should be aware that delivery of heavy base material and pavers could damage grassy areas and cannot be avoided. If new sod is required to repair such damage, it will be an additional charge to the buyer.

Bay Brick Pavers, Inc. agrees to complete work in a timely manner, however, will not be responsible for delays caused by manufacturers, delivery companies, accidents or weather conditions.

#### BAY BRICK PAVERS, INC. IS RESPONSIBLE FOR:

Installation of brick pavers and/or other products as stated on contract.

Excavation when stated on contract.

All work is to be done in a timely and professional manner.

**DAMAGE TO WORK AREA:** Installer can not be held resposonsible for damage done during excavation to what can not be seen below the surface including but not limited to: irrigation, power, water, sewer, gas, electric, communication lines, etc. Repair, replacement and/or restoration of related services are responsibility of the buyer. Buyer agrees to indemnify Bay Brick Pavers, Inc of any monetary loss incurred including lost income. Repair charges for any damage done to work area by people or animals not under installer or buyer control while work is in progress will become an additional charge to buyer.

**ROOT PROBLEMS:** Buyer is responsible to ensure work area is clear of roots prior to work commencement. Bay Brick Pavers, Inc reserves the right to charge for root sweeping, pruning, removal, disposal, additional base/dirt fill and associated delivery charges.

PRESSURE WASHING/SEALING: Normal installation does not include pressure washing and sealing.

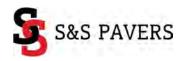
#### ADDITIONAL SQUARE FOOTAGE LAID:

Although the estimator will attempt to be as accurate as possible while measuring, please note that, due to the fact buyer makes changes at time of installation or there may be slight miscalculations at time of measuring, the contract reads "up to" a certain number of square footage. Anything laid over that number becomes an additional charge to the buyer. An itemized account of pavers delivered to job site will be available upon request.

**REFUNDS:** THERE WILL BE NO REFUND OR RETURN ON PAVERS DELIVERED if buyer makes the job smaller once pavers have been delivered. The left over pavers shall be paid for by the buyer and will become the buyer's property.

WARRANTIES: Bay Brick Pavers, Inc. gives a 2 yr. warranty on labor and workmanship. The paver manufacturers warranty their material for 20 to 25 yrs. Other products have warranties that vary. If there is a problem with the paver manufacturers product once laid it is their responsibility to replace product and pay for the reinstallation of replacement product.

# **ESTIMATE**



**Mira Bay Community** 

107 Manns Harbor Dr Apollo Beach, Flórida 33572

(727) 686-8842

**S&S Pavers Services** 

207 147 St NE Bradenton, Fl 34212

Phone: (941) 773-3098 Email: sales@sspavers.com Web: www.sspavers.com Estimate # 000187 Date 01/19/2021

Description	Total
Paver Repair	\$0.00
Paver Repair	\$3,500.00
5323 fisher sound lane	
Paver walkway repair 65 ft x 3 ft	
Front gate paver repair Couple different sinking areas	
Remove all the paver Re- level the base Compact Install the pavers back Concrete the border with rebar Cleaning	

 Subtotal
 \$3,500.00

 Total
 \$3,500.00

By signing this document, the customer agrees to document.	o the services and conditions outlined in this
	Mira Bay Community

# EXHIBIT 17

Who: Doug Ivester

What: The resident who resides at 308 Manns Harbor has stated that they had their home pressure washed just prior to the Asphalt project that was recently completed by the CDD. The resident states that as a result of the construction dust that was created by the project their house needed to be pressure washed again. The resident is requesting that the Board approve reimbursing them for the additional pressure washing of their home.

When: 2-18-21

Budget Impact: \$822.25

**Decision:** Board Discretion

308 Manns Harbor Dr. Apollo Beach, FL 33572

February 7, 2021

To DPFG Management & Consulting,

My family and I are current residents of the Mirabay community in Apollo Beach, address 308 Manns Harbor Dr. Due to the recent road construction near the south gate, the proximity of the grinding process in relation to our property has caused an unfortunate result of which our home was covered in a significant layer of dust. I have included 11 photos of the dust that stuck to every surface on our property due to humidity and condensation.

I have been working with several different contacts within your organization over the past 90 days working toward this request for reimbursement to cover remediation costs of cleaning. I have attached the quote from our local professional cleaning service. The service is scheduled to be performed on February 12<sup>th</sup> of which I can pay for initially and then coordinate reimbursement.

Your help with this is immensely appreciated as we are proud and loyal residents of Mirabay who've invested strongly into the commitment of sustaining our community's beauty and safety for years to come.



\*By signing you agree to the terms and conditions located on the back of this invoice

# PRO PERFORMANCE

Pressure Washing & Fleet Washing, LLC
235 Apollo Beach Blvd
Suite #302
Apollo Beach FL 33572

(813) 477-4507 (941) 755-3485

3866

	Con	npany:	Date: Z-6-21  Phone: 440-527-4434  Manns Harbor Dr Alt. Phone:  Pullo Beach FL 33572 Fax:
		Quote	Invoice
)		Fleet Washing Heavy Equipment Paver Sealing Window Cleaning Gutter Cleaning Roof Cleaning — Tile — Barrel — Flat	Exterior House wash + Front  Porch Remove Dust, Dirt From  then Do to Road work 3 sweeper  clean Road way (Home Has Heavy Di  572.25
	N N N	— Shingle House Exterior Mold Removal	2000 Scalen + chage Dust + Dirt From Quad way work need cleaning \$ 10000
	4000	Pool Cage / Deck Restrooms Store Front	Heary Dirt 3 Grine \$15000
		Dumpster Garden Center Water Recovery Other Pay by:	DAID CO TO
		_Check Cas	Sub-Total # Data Tax
		o. Date	Total 827.25

EXHIBIT
18

1	M	INUTES OF MEETING		
2 3 4		decision made by the Board with respect to any matter considered need to ensure that a verbatim record of the proceedings is made, on which such appeal is to be based.		
5		HARBOR BAY		
6	COMMUNITY DEVELOPMENT DISTRICT			
7 8 9		ard of Supervisors of the Harbor Bay Community Development <b>21, 2021 at 6:00 p.m.</b> at 107 Manns Harbor Drive, Apollo Beach,		
10	Present and constituting a quorum were:	Complete Can.		
11 12 13 14 15 16 17 18 19	Michael Maurer Ryan Wick Dan Leventry Timothy Nargi Adam Goldstone  Also present were:  Patricia Thibault Ray Lotito Mike Eckert	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary  District Manager, DPFG Management & Consulting DPFG Management & Consulting District Counsel, Hopping Green & Sams		
20 21 22 23 24 25 26 27 28 29 30	Lauren Gentry Greg Woodcock Chris Gamache (via phone) Matt Davis (via phone) Margaret Alfano Doug Ivester Holly Faldetta (via phone) Steve Lockom Audience	Hopping Green & Sams District Engineer, Cardno Cardno Mills Paskert Divers Legal General Manager, Vesta Property Services Operations Manager, Vesta Property Services Vesta Property Services Resident		
31	FIRST ORDER OF BUSINESS – Call	to Order/Roll Call		
32	The meeting was called to order a	and roll call was performed, confirming that a quorum was present.		
33	SECOND ORDER OF BUSINESS – P.	ledge of Allegiance		
34	The Pledge of Allegiance was re-	cited.		
35	THIRD ORDER OF BUSINESS – Aud	lience Comments on New Agenda Items		
36 37 38 39 40 41	THIRD ORDER OF BUSINESS – Audience Comments on New Agenda Items  Mr. Lockom commented that the District had entered into the street tree agreement in 2017, spending \$79,000 to trim 1,250 oak trees in front of resident homes. Mr. Lockom expressed concerns regarding the responsibility of enforcement, stating that the HOA had not made any decision on enforcement, and that 122 home addresses were missing the original street oak trees. Mr. Lockom expressed concerns regarding working with Park Square, and indicated costs associated with replacing trees.			
42	There were no comments from the	ie audience on Zoom.		

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#### 43 FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Audience Comment Follow-Up Sheet

There were no comments regarding the sheet. As the Fifth Order of Business, the Closed Session, had been advertised and scheduled to take place at 7:00 p.m., and the Sixth Order of Business, the Open Session, was scheduled to follow the conclusion of the Closed Session, the Board proceeded with the Seventh Order of Business, Business Items.

#### SEVENTH ORDER OF BUSINESS – Business Items

- A. Exhibit 2: Landscape Professionals Douglas Ivester
  - > Exhibit 3: Landscape Grade Sheet
    - There were no comments on the Landscape Grade Sheet.
- B. Exhibit 4: Solitude Lake Management Report
  - Mr. Ivester advised that this report, from the new aquatics management contractor, would be supplied to the Board on a quarterly basis.
  - Mr. Wick asked whether the action items listed in the report were covered under existing contracts. Mr. Ivester indicated that the routine maintenance action item was covered under the contract, and that staff would work to negotiate with Solitude or seek bids for any items outside of the contract being recommended.
  - C. Major Project Updates and Facilities Report
    - Exhibit 5: Cardno Project Tracker
      - Mr. Woodcock advised that a second punch list had been made following work by the contractor on the reserve study pavement project, and that a meeting with Hillsborough County over permitting requirements would occur in the following week after the meeting.
    - Exhibit 6: Harbor Bay Basketball & Pavilion Improvements 60% Plans
      - Mr. Woodcock stated that he had reviewed the plans with Mr. Ivester, and following a few small tweaks he felt it would be ready.
      - Mr. Leventry asked whether the District was still on target to be under the \$200,000 mark, which Mr. Woodcock stated to be so.
      - Mr. Nargi requested a piecewise cost analysis on the basketball and pavilion improvements from the District Engineer. Mr. Woodcock stated that he would be able to put an analysis together now that enough progress had been made on the design.
      - Mr. Leventry asked whether engineers had run into any surprises in the process. Mr. Woodcock stated that the wetland conservation setback lines had pushed the location of the courts back slightly.
      - Mr. Nargi asked when the Board could expect the cost analysis to be done, and Mr. Woodcock advised that he would be able to prepare the analysis by the following week. Mr. Nargi alluded to previous discussions with Mr. Ivester, expressing concerns regarding the total cost. Mr. Wick asked whether there would be risks involved related to negotiations for the cost analysis being under public record, and the Board discussed concerns with an estimated \$50,000 figure for resurfacing the basketball court. Ms. Alfano additionally clarified that the \$50,000 amount included expenditures related to the extension for the shade structure as well as seating, and that the cost for resurfacing the court itself would be under \$50,000.
    - > Exhibit 7: Seawall Inspection Recommendation

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Mr. Leventry questioned why this item was being brought back, indicating that he believed the topic had been discussed at the previous meeting. Mr. Leventry questioned the need for putting together a manual for inspection at a cost of \$5,000, indicating that the engineers had standards that they followed for inspections anyway. Mr. Gamache explained that the manual would help for documentation for the inspection and ensure normalized collection of data, particularly if the District were to seek another engineering firm to perform inspections in the future.

Mr. Maurer asked whether there was room in the budget for the recommendations, to which Ms. Thibault advised as to how funds could be moved and allocated, additionally advising that it could be paid without hurting the District's bottom line. Mr. Maurer stated that he had called a company in the same line of work to get an idea for the cost for inspecting 10,000 feet of seawall, and had received a quote of \$6,500. Mr. Maurer additionally discussed guidelines for the five levels of inspection used for the New York City waterfront, suggesting that the system be incorporated into the study. Other Supervisors indicated that the District engineers were subject to the laws of the state of Florida specifically.

Mr. Maurer made a motion for the Board to task Cardno to do research including existing documentation from the Florida Department of Transportation Bridge Inspection Guidelines and in New York City Waterfront Inspection Guidelines to determine their usefulness for conducting the seawall inspection project, and to report back findings to the Board for the February meeting as to what they would pull together and how much it would cost.

During discussion of the motion, Mr. Maurer stated that the Board would take into account the information and determine whether it would result in better performance than prior plans.

During discussion of the motion, Mr. Wick stressed the need for an outlined schedule for District Engineer operations. The Board asked whether there was a not-to-exceed on the motion, and Mr. Woodcock stated that the work would take no more than 4 hours.

Mr. Maurer made a motion for Cardno to determine inspection recommendations based on findings from research in documentation from the Florida Department of Transportation Bridge Inspection Guidelines and in New York City Waterfront Inspection Guidelines, in an amount not to exceed 4 hours, to be reported back to the Board at the February regular meeting. However, as there was no second, the motion failed due to a lack of support from the majority of Supervisors of the Board for the Harbor Bay Community Development District.

#### > Exhibit 8: Seawall Resident Claim Tracking Sheet

Mr. Gamache stated that this was an informational item for the Board, tracking any resident issues that fell under the seawall minor repairs protocol which had previously been approved. Mr. Goldstone asked whether the one claim on the sheet had been closed, which Mr. Gamache confirmed.

Mr. Leventry asked for clarification as to an email from a resident regarding damage to a retaining wall where the resident had been referred to upland claims. Mr. Eckert advised that the claim that had been received was very recent, but that it appeared to be a claim which partly fell under the District's minor claims process and partly was at an amount of about \$15,000, and indicated that it needed to be sorted through within the next few weeks.

D. Consideration of Upland Claim Issues

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#### > Exhibit 9: 5617 Seagrass Place

Mr. Davis advised that this claim had been made in September 2019 prior to the Board sunsetting the upland claims process, and that the Board had approved a settlement offer in April 2020. The settlement offer had not been accepted during this period, nor had it been accepted when the Board had reauthorized all unaccepted settlement offers in August 2020. Mr. Davis stated that his understanding was that the residents had signed the agreement in November 2020 and submitted it to the District in December 2020. Mr. Davis stated that the issue before the Board was whether to approve the settlement or whether to reauthorize a settlement offer to the resident after the time to accept the settlement offer has passed.

Mr. Goldstone asked whether the funds would still be available to pay the claim. Ms. Thibault confirmed that funds would be available.

Mr. Nargi asked a general question about the District's role in the upland claims. Mr. Davis advised that the upland claims process had always been a voluntary process with the goal being to avoid litigation. Mr. Davis outlined the goal as being balanced between being fair and equitable to residents with damage to their uplands, and being economical with the District as a whole. Mr. Davis indicated that several notices had been received by the claimants regarding the District sunsetting the claims process, and that several opportunities to accept the District's offer had been presented. Mr. Davis advised that while there was no legal obligation to make the offer, if the claimants wished to recover in the future, their only means would be through suing the District, additionally noting precedent for the District being sued by residents regarding the uplands issue. Mr. Davis advised that the settlement offer, if made, would be conditioned upon a complete release, such that the claimants could not sue the District over the uplands issue.

Mr. Wick remarked that it was unfortunate that the offer had not been accepted, but stressed that the intention of the program was to make a fair offer. Mr. Wick stated that the District still had the funds needed to pay the claim, and suggested that it would be fair to make the offer again minus any fees incurred through the re-offering and re-issuing process with upland claims counsel. Mr. Davis advised that the fees would be at or less than \$500.

On a motion by Mr. Wick, seconded by Mr. Goldstone, with all in favor, the Board approved the Upland Claim settlement offer for the property at 5617 Seagrass Place, in the amount of \$15,450.00, for the Harbor Bay Community Development District.

#### Exhibit 10: 536 Islebay Drive & 534 Islebay Drive

Mr. Davis advised that this claim had been made in September 2019, and that inspections had been conducted by Cardno and an independent third party. Mr. Davis noted that the Board had declined to vote on a settlement offer due to their involvement in litigation, on an unrelated issue. Mr. Davis advised that the claimants had sent an email to the District demanding that the Board take action, noting that the email stated that if no action was taken by January 31, the claimants would assume that their claim had been denied and the claimants would "evaluate our options at that point".

Mr. Eckert advised that a mediation session had been scheduled and pushed back to tentatively the first week of March, though noted that with the number of parties involved across plaintiffs and defendants, he was not highly confident that mediation would occur in the timeframe that the Board was previously considering. Mr. Eckert stated that he did

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not believe there would be a tremendous advantage for the Board to not entertain settlement negotiations on the uplands claims.

On a motion by Mr. Leventry, seconded by Mr. Nargi, with Mr. Leventry, Mr. Nargi, Mr. Wick, and Mr. Goldstone voting "AYE", and Mr. Maurer voting "NAY", the Board approved the Upland Claims for 536 Islebay Drive and 534 Islebay Drive, for the Harbor Bay Community Development District.

#### **EIGHTH ORDER OF BUSINESS – Staff Reports**

#### A. District Counsel

Exhibit 11: Presentation of E-Verify Memo

Mr. Eckert explained the E-Verify process, in that all public employers, contractors, and subcontractors were required to register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

➤ Exhibit 12: Presentation & Consideration of E-Verify Memorandum of Understanding for Employers

On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the authorization of the E-Verify Memorandum of Understanding for Employers, for the Harbor Bay Community Development District.

#### > Update on Driscoll/Erickson Litigation

Mr. Eckert advised that the sheriff had a new agreement for the District to sign regarding their patrol work in the waterways. Mr. Eckert additionally noted a traffic control jurisdiction agreement with Hillsborough County, and recalled discussions in July 2020 regarding language recognizing that the District also had sovereign immunity. Mr. Eckert stated that he intended on working to reach out to the Sheriff's office to get the language included such that each party recognized that each has sovereign immunity, and that if rejected the District would still continue to move forward with the agreement to continue patrolling.

### B. District Engineer

Mr. Woodcock distributed a handout regarding a site inspection of the pool earlier in the day, which had confirmed there to be a large crack in the pool, caused by a failure to the existing expansion joint. Mr. Woodcock indicated that G. B. Collins Engineering, P.A. was recommending three possible options. Mr. Woodcock indicated that the selection of Option #3 for repairs would negate the needs for Options #1 and #2. Discussion ensued.

On a motion by Mr. Leventry, seconded by Mr. Goldstone, with all in favor, the Board approved engineering time relative to options #1, #2, and #3, in an amount not to exceed \$10,000.00, and if cost estimates for option #3 were within a threshold not to exceed \$50,000.00, to then proceed, for the Harbor Bay Community Development District.

Ms. Thibault indicated that the time was 7:07 p.m., and that the meeting had a cut-off time related to the Fifth Order of Business, the Closed Session, that had been advertised for 7:00 p.m.

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#### Page 6 of 15 Regular Meeting 211 FIFTH ORDER OF BUSINESS – Closed Session – 7:10 PM 212 Mr. Eckert stated that any Board discussions related to the specifics of the District's security system 213 were to be held in a closed session, per Section 119.071(3)(a) and Section 281.301 of Florida

## CLOSED SESSION COMMENCED, AND RECESSED AT 8:29 PM

The Board sounded the halls and resumed the public meeting.

#### **EIGHTH ORDER OF BUSINESS – Staff Reports (continued)**

C. District Manager

Statutes.

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- Ms. Thibault stated that she had nothing further to report.
- 220 D. General Manager & Field Operations Manager
  - a. Exhibit 13: General Manager Report

Ms. Alfano noted that the IT department was in progress working on a website and app for the community, and gave an overview of features and plans for communicating with residents. Ms. Alfano additionally noted that Egis had done a site inspection on the property over the past week, with a full report to be provided to the District Manager.

- b. Exhibit 14: Consideration of Pool Furniture Replacement Proposal NTE \$16,000.00
  - Ms. Alfano discussed Admiral Point pool furniture and noted that the furniture frames were aging.
  - Mr. Leventry made a motion, seconded by Mr. Nargi, to approve the pool furniture replacement proposal in an amount not to exceed \$16,000.00.
  - During discussion of the motion, Mr. Wick asked about considerations in matching the furniture. Ms. Alfano stated that the intention was for furniture in Admiral Point to be upgraded.

On a motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board approved the Pool Furniture Replacement Proposal, in an amount not to exceed \$16,000.00, for the Harbor Bay Community Development District.

#### c. Exhibit 15: Field Operations Report

Mr. Maurer asked about the process for getting signatures on the geothermal easement. Mr. Eckert advised that attorneys had signed off on the language, but were waiting on the surveyor to provide Counsel with Exhibit A within the next few days. Mr. Maurer additionally asked about the goal of the TECO meeting, and Mr. Ivester stated that he was looking into how costs might change or be reduced if the District were to reduce the cost of the street lighting. Mr. Ivester advised that he was leaning towards staying with TECO, but advised that the exact numbers had not been received back from the solar company. Mr. Maurer additionally asked about hog capture activity, and discussion ensued regarding the two hogs captured, documenting the numbers of hogs observed, and the area of activity.

d. Exhibit 16: Consideration of Seawall Repair Proposal - \$4,900.00

Mr. Ivester stated that architectural block seawall was built along the back of the resort pool area, and that it had stopped at the end of the pool with a section of the cap not being Harbor Bay CDD January 21, 2021
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installed. Mr. Ivester stated that the repair proposal would clean up the juniper that had grown around the retaining wall and repair the wall.

On a motion by Mr. Leventry, seconded by Mr. Goldstone, with all in favor, the Board approved the Seawall Repair Proposal, in the amount of \$4,900.00, for the Harbor Bay Community Development District.

#### e. Exhibit 17: Amenity Manager Report

 Ms. Faldetta gave an overview of her report and events held. Ms. Alfano noted that two gates were to be installed by the pool with regards to bathroom access.

#### f. Exhibit 18: Discussion of Street Tree Agreement

### i. Exhibit a: Discussion of Street Tree Options Assessments

Mr. Maurer stated that the major issue in the community was maintenance of street trees regardless of tree type, and that while the MARC guidelines describe a maintenance program, no program was being executed by the residents, the HOA, or the District. Mr. Maurer indicated that he felt that the tree replacement decision at the previous meeting did not properly address what he felt was the major problem.

Mr. Leventry argued that the tree replacement options permit was a decision that had been voted on by the Board and should be settled. Mr. Maurer argued that this item was intended to modify the result. Mr. Leventry expressed concerns with potentially delaying the process.

#### ii. Status of County Wide Permit

Mr. Leventry asked for a status update on the permit which the Board had approved. Mr. Ivester stated that the permit had been applied and paid for, and that he was waiting on Hillsborough County's inspection to determine whether or not the application would be approved and the permit would be issued. Discussion ensued.

# iii. Discussion of Specific Street Tree Types

Mr. Maurer indicated issues that he had found with two of the trees on the list of options. Mr. Maurer stated that the County manager had expressed concerns with the lifespan of any black tupelo trees that would be planted, and that the southern magnolia trees would have similar lateral root growth to the existing live oak trees which had accounted for the current issues with raised sidewalks.

Mr. Maurer made a motion to modify the street tree motion to remove the southern magnolia and black tupelo from the list of acceptable tree options, keeping foxtail palms as an authorized replacement option.

During discussion of the motion, Mr. Maurer explained that foxtail palms would be acceptable because they had shallow and non-invasive root balls. Mr. Nargi disputed this, stating that the literature cited all three street tree options as having non-invasive root systems. Mr. Nargi additionally disputed claims about the soil quality in the area.

Mr. Maurer made a motion to amend the agreement to remove southern magnolia and black tupelo from the choices of specific street tree types. However, as there was no second, the motion failed due to a lack of support from the majority of Supervisors of the Board for the Harbor Bay Community Development District.

Following the motion, Mr. Maurer made a motion to have the staff provide an analysis of CDD right-of-way street trees and sidewalk maintenance, to evaluate the annual cost of maintaining existing street trees versus the three street tree options, as well as the ease of maintenance trimmings, sidewalk longevity, and overall appearance throughout the community over the next 10 year period suggested.

During discussion of the motion, Mr. Maurer explained his intent as determining the single best tree type suited for the community, as well as the funding method to put it into place, and the processes and procedures to enforce the standard.

During discussion of the motion, Mr. Leventry requested confirmation as to whether the motion was asking staff to prepare a cost estimate for the District to maintain the street trees. Mr. Maurer confirmed this. Mr. Leventry stated that he felt the motion was not appropriate, as the street trees were currently set up to be maintained by the residents of the community. Mr. Maurer indicated that several trees had been removed and opined that the maintenance was failing.

During discussion of the motion, Mr. Goldstone indicated that the houses that have been sold with missing street trees had estoppel letters involved, and indicated that the HOA had not done their job. Mr. Leventry questioned making the District assume the costs to maintain the trees, and Mr. Maurer clarified that he was asking for a study to determine the best option. Mr. Leventry opined that this was the HOA's business, and Mr. Maurer indicated that the HOA was not doing their job.

During discussion of the motion, Mr. Wick asked District Counsel whether this would be a covenant issue, indicating that the District's covenants and deed restrictions say that adjacent homeowners are required to maintain the grass in the property. Mr. Eckert advised that some inconsistencies existed with regards to property owned by the CDD, but the documents did say that the homeowner's responsible for the maintenance of the trees. Discussion ensued about responsibility of ownership, enforcement, and costs.

During discussion of the motion, Mr. Nargi recalled the District deciding on a matter relating to sidewalks three years prior, and asked for confirmation as to whether the District had existing procedure for inspecting sidewalks. Mr. Ivester stated that staff only looked at sidewalks that abutted District property, and did not look at any sidewalks that abutted a resident's property. Mr. Nargi asked why current procedure was not to look at those sidewalks, as the District owned them anyway. Discussion ensued regarding case law, and Mr. Eckert recommended that staff be given direction to get an estimate in terms of a maintenance plan, explaining the section-wise process that another community he was counsel for was employing. Concerns were expressed about the District's defense for potential suits. Mr. Nargi indicated that maintenance of additional paths would cost additional money, and asked Ms. Thibault whether the District had the money. Ms. Thibault advised that a cost estimate would be needed. Ms. Thibault additionally advised that she had a contact with a vendor that would be able to provide a sidewalk maintenance plan with an estimate free of charge.

Harbor Bay CDD January 21, 2021 Page 9 of 15 Regular Meeting Mr. Nargi made a standalone motion to contact the vendor to perform the study to develop a sidewalk maintenance plan for the Harbor Bay Community Development District. During discussion of the motion, Mr. Wick asked whether the plan being provided free of charge was contingent upon the District hiring the vendor for their services. Ms. Thibault advised that it was the vendor's expectation that they would be getting the work, but it was not a requirement. On a motion by Mr. Nargi, seconded by Mr. Wick, with all in favor, the Board approved for the development of a sidewalk inspection and maintenance plan by the vendor at no cost to the District, for the Harbor Bay Community Development District. Following the motion, Ms. Thibault advised that part of Mr. Maurer's motion, concerning sidewalk maintenance, had been addressed by Mr. Nargi's standalone motion. Ms. Thibault indicated that the street row trees component of Mr. Maurer's motion remained. Discussion ensued regarding refining the motion. Mr. Eckert stated that the motion had been interpreted as requiring the District to get soil

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testing in different areas with different lots with street trees to address the concerns for soil quality. Mr. Eckert advised that soil testing would be several thousand dollars. Mr. Maurer stated that there was nothing about soil testing specifically, and that if soil testing were to occur, it would not take place in all 1,150 lots. Mr. Maurer clarified that his motion had to do with have the staff identify alternatives and compare them. Mr. Nargi asked whether refining the motion of the previous meeting to allow foxtail palms as the only oak tree replacement option would eliminate the need for the motion, and Mr. Maurer stated that it would not eliminate the need entirely. Discussion ensued regarding maintenance and cost differences between oak trees and foxtail palms. Mr. Wick asked whether Mr. Maurer was suggesting that staff seek an opinion from an arborist. Mr. Maurer stated that the District had already gotten an opinion from an arborist, and that if staff were to seek out an arborist's opinion, they should consult at least three arborists. Mr. Maurer opined that the three arborists should not be in the business of selling trees. Mr. Maurer suggested that staff seek arborists associated with state agriculture or USAF.

Mr. Maurer made a motion for staff to provide an analysis and cost estimate of maintaining street row trees and sidewalks, and to identify alternatives. However, as there was no second, the motion failed due to a lack of support from the majority of Supervisors of the Board for the Harbor Bay Community Development District.

Following the motion, Ms. Thibault asked the Board whether they wished to make a motion to modify the motion at the previous meeting regarding street tree options, in accordance with the foxtail palms discussion the Board had just held. Mr. Goldstone made the motion, seconded by Mr. Maurer.

During discussion of the motion, Mr. Ivester stated that the street trees were currently limited to 20% palms. Mr. Ivester added that it was possible that the County would be willing to change this guidance and noted that an inspection would be upcoming.

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During discussion of the motion, Mr. Leventry indicated that the black tupelo trees had deep root systems without being too wide.

During discussion of the motion, Mr. Wick expressed disagreement, opining that the decision was stepping on the HOA and potentially overruling guidelines for the community. Mr. Nargi argued that the District had the right to make this decision as it concerned the District property, and that the decision did not step on the HOA. Discussion ensued.

On a motion by Mr. Goldstone, seconded by Mr. Maurer, with Mr. Nargi, Mr. Maurer, Mr. Leventry, and Mr. Goldstone voting "AYE", and Mr. Wick voting "NAY", the Board approved for the modification of the previous month's motion allowing for the southern magnolia, black tupelo, and foxtail palms as replacement trees, to limit specifically to foxtail palms, at the specific frequency required per Hillsborough County guidelines, for the Harbor Bay Community Development District.

Following the motion, Mr. Leventry clarified that the Board had now voted for the community-wide permit allowing for only foxtail palms as replacement trees, at double the frequency.

#### iv. Discussion of Coordination with Residents & HOA

Mr. Eckert requested clarification as to whether the permit would be specific to the trees that the Board had approved, or to what Hillsborough County had approved. Mr. Ivester stated that the District was in good standing so long as they used species on the County's pre-approved street tree list. Mr. Eckert expressed concerns with this, and Mr. Ivester indicated that while foxtail palms were not on the County-wide list, they were permissible in areas of southern Hillsborough County which included the District. Mr. Maurer additionally commented on zone numbers for trees.

Mr. Eckert indicated that the permit stating that anything was allowed that was allowed by Hillsborough County was not as restrictive as the Board's approach in only allowing the foxtail palms. Mr. Eckert asked whether the Board wanted any kind of license agreement with an insurance or notification requirement when tree replacement work would be done on District property. Mr. Eckert advised that the Board could determine their desired level of comfort, noting that the licensure agreement could be restricted to the foxtail palms. Mr. Goldstone agreed that a licensure agreement was needed related to vendors working on District property. Discussion ensued, with Mr. Eckert explaining to the Chair that any resident wishing to replace a tree would sign a license agreement with the District, which designated permitted types of trees, to be able to do a replacement.

Mr. Wick asked whether there would be license agreements for the trees that had been removed. Discussion ensued regarding estoppel letters from previous sales.

Mr. Maurer stated that he had had discussions with Park Square individuals, and stated that he believed they could be willing to sign an agreement that would allow them to oversee the standards of the community. Mr. Eckert stated that he thought that was Park Square's existing responsibility, but that there appeared to be a consensus that they had not been fulfilling said responsibility. Mr. Eckert clarified that his intent with the discussion was to ensure that he was supposed to prepare a license agreement and ensure that the community knew of additional process following issuance of the permit.

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#### 425 NINTH ORDER OF BUSINESS – Consent Agenda Items / Business Administration

- 426 A. Exhibit 19: Consideration of Minutes of the Board of Supervisors Meeting Held on December 17, 2020
- B. Exhibit 20: Consideration of Operations & Maintenance Expenditures Check Register for December 2020 General Fund
- C. Exhibit 21: Consideration of Operations & Maintenance Expenditures Check Register for December 2020 Reserve Fund
- D. Exhibit 22: Consideration of Operations & Maintenance Expenditures Check Register for December 2020 MiraBay Amenity Center
- E. Exhibit 23: Consideration of Operations & Maintenance Expenditures Check Register for December 2020 Evergreen Fund
- F. Exhibit 24: Consideration of Operations & Maintenance Expenditures Check Register for December 2020 Seawall Fund
- G. Dock and Boat Lift Approvals
- 439 ➤ Exhibit 25: 5703 Tybee Island DR.
- → Exhibit 26: 717 Pinckney DR.
- 441 H. Informational Purposes Only

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- Exhibit 27: Ratification of Storage Mezzanine Proposal \$2,950.00
- Exhibit 28: Ratification of CLMO ASOs 2-4 & 2-5
  - ➤ Exhibit 29: Ratification of Change Order No. 7 Fourth Direct Materials Purchase for Seawall Repair
    - Exhibit 30: Ratification of Sidewalk Repair Proposal \$3,168.00
- Exhibit 31: Ratification of Construction, Access, Use, & Maintenance Easement Agreement with Park Square Enterprises, LLC

On a motion by Mr. Nargi, seconded by Mr. Goldstone, with all in favor, the Board approved all items of the consent agenda, pending changes to the minutes, for the Harbor Bay Community Development District.

#### TENTH ORDER OF BUSINESS – Supervisor Requests & Chairman Closing Remarks

- A. Exhibit 32: Discussion on Voids Supervisor Maurer
- Mr. Maurer stressed the need for identifying the number, frequency, and causes of seawall voids.

  Mr. Ivester indicated that one void had been repaired in the last three months with the seawall project, and that the majority of voids filled since he had begun working at the District had been behind houses which still had old seawall. Mr. Wick asked whether the most recent void had been on a solid section or a corner, and Mr. Ivester stated that the void had been on a solid section, but had been determined to be at his repair level after District Engineers had taken a look.
- Mr. Maurer made a motion, seconded by Mr. Goldstone, to direct staff to create an incident report log incorporating the number, presence, causes, and repairs of voids along the seawall.
- During discussion of the motion, Mr. Wick asked whether the voids were already being logged in FMX. Mr. Ivester stated that as void repairs were infrequent, he had not been making FMX inputs,

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but that moving forward he could generate FMX work orders that would include all of the pictures and details.

On a motion by Mr. Maurer, seconded by Mr. Goldstone, with all in favor, the Board approved for the creation of a method of logging the number, presence, determination of cause, and repair of seawall voids along with photos in an incident report log, for the Harbor Bay Community Development District.

#### B. Exhibit 33: Discussion of Seawall Maintenance Processes and Procedures – Supervisor Maurer

Mr. Maurer asked Mr. Ivester what staff had in terms of written procedure for performing seawall maintenance. Mr. Ivester stated that he did not possess any document that would describe frequency or proper procedure of maintenance of the seawall from a staff standpoint. Mr. Eckert stated that he believed that Mr. Woodcock had been given instructions regarding written procedures he was supposed to come back with.

C. Exhibit 34: Discussion of Emergency Repaired Seawall Inspection – Supervisor Maurer

Mr. Maurer indicated that with the age of the emergency repair seawall and the lack of any kind of reported survey or inspection outside of repairs, the District needed to be inspecting the emergency repaired seawalls on both sides of every canal. Mr. Leventry noted that District Engineers had been monitoring the whole seawall continually, though not necessarily on an inspection program. Mr. Maurer requested the data produced from seawall monitoring. Discussion ensued regarding findings and schedules.

#### D. Other Supervisor Comments

Mr. Wick commented on the TECO lights, and asked Mr. Ivester for clarification on the less expensive option provided with changing of equipment. Mr. Ivester indicated that the replacement of the current poles with architectural bases to generic black light poles would result in a lease savings of about \$9.80 per pole per month, additionally stating that while he did not have an exact count of poles in the community, the District did have 14 different accounts. Mr. Ivester also indicated that the District was nearing the end of its 10-year agreement with TECO, and that requesting a change of the equipment and infrastructure would necessitate the District's entry into another 10-year agreement, which otherwise would not be needed as the District would always have street lighting. Mr. Ivester additionally noted that an LED upgrade was scheduled for no later than 2023, and that the upgraded lights would be able to self-report outages. Mr. Wick requested that staff bring back numbers relating to the number of poles in the District as well as the cost-savings for their replacement with the generic black light poles. Mr. Leventry asked about negotiations, and Mr. Ivester indicated that the pole replacement was the only option given by TECO as far as lowering prices.

Mr. Leventry asked about a positive update Mr. Eckert had mentioned regarding negotiations with Park Square, and Mr. Eckert advised that Park Square had agreed to the easement. Mr. Leventry additionally asked whether there were any updates on the \$150,000 escrow account for District amenities which Mr. Lee had previously mentioned that Park Square would be looking into, and Mr. Eckert advised that there were no updates to his knowledge.

Mr. Leventry commented negatively on some of Mr. Maurer's actions with regards to the street tree permit, stating that he felt that causing delays in getting the permit, as well as giving directions to staff despite previous discussions regarding this as a practice, were unacceptable. Mr. Maurer disputed that he had stopped the permit process. Mr. Ivester commented on confusion regarding the decision and stated that he may have misinterpreted due to the sheer amount of discussion. Mr. Leventry questioned why there had continued to be discussion on the item after the Board had already voted on what actions to take. Mr. Leventry stated that any Board member casting any

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ambiguity on items that the Board had already voted on and approved was wrong, as was going behind the Board. Mr. Maurer stated that he had read the motion in the minutes and had interpreted it a different way leading him to seek clarification, to which Mr. Leventry indicated that Mr. Maurer had been present at the meeting to discuss and vote on the motion itself. Mr. Eckert advised that the more Supervisors providing various directions to staff, the more confusion it would create for staff, in addition to confusion on the part of the developer regarding what the District may be willing to do.

Mr. Nargi commented on the inclusion of 601 Isle Bay for the next agenda. Mr. Nargi additionally noted a discussion in 2017 regarding portable soccer goals, and noted that some residents had requested the Board to go back and discuss the item.

#### **ELEVENTH ORDER OF BUSINESS – Audience Comments – New Business Items**

#### A. Park Square

Exhibit 35: Consideration of 5609 Tybee Island DR Easement Agreement

Mr. Eckert stated that he believed this item was proposing building part of the house in the drainage easement, and that it had been denied by the Hillsborough County building review. Mr. Eckert advised that should the Board grant some sort of release of the easement, the Board needed to clearly communicate that this would not be a guarantee that this would be acceptable with the permitting agencies. Mr. Eckert recommended if the Board were to allow the construction, that they should do so by fully releasing part of the easement rather than simply permitting installation within the easement, noting the unique circumstances arising from the construction being a permanent structure. Mr. Eckert, however, also noted that easements were often required by the Water Management District for the drainage system. Mr. Eckert advised that the individuals planning on residing at the property address were present to discuss with the Board.

Mr. Goldstone asked the individuals whether they were property owners at that point. The individuals stated that they were under contract, clarifying that they had started the process in April 2020, and had been told that paperwork had been submitted in November, though had never received an answer. The individuals stated that the house was to be built eight inches into the easement, but not on top of the easement.

Mr. Maurer asked whether getting the District Engineer to perform an analysis would be a good course of action. Mr. Eckert advised that this would incur some costs, though noted that requests for releases of easement could be addressed by having the individual making the request cover the professional fees associated with performing the analysis. Discussion ensued.

Mr. Eckert advised that the normal process would have the District tell the resident that they needed to enter into an agreement, which could be with the property owner, to pay for the professional fees for evaluation and presentation to the Board. Following this, if the Board were to approve moving forward based on the recommendation of the District Engineer, they would then prepare a release of easement document for review, and they would be responsible for all the costs incurred by the District in moving forward with the evaluation process. Mr. Eckert advised that this particular scenario would involve the District Engineer evaluating as to whether or not construction into the easement would need to be permitted by government agencies. Mr. Eckert additionally indicated that if a permit change were required by the Water Management District, it would result in a significant cost.

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Mr. Lockom stated that he believed that the District's offer for the upland claim on 5617 Seagrass Place was overcompensating, indicating that seawall repairs were taking place. Mr. Lockom added that the seawall had already been fixed by the 536 Islebay Drive & 534 Islebay Drive properties.

Mr. Eckert advised that Mr. Davis had indicated that he was unable to hear much of the discussion and approval associated with the upland claims on the 536 Islebay Drive & 534 Islebay Drive properties. Mr. Wick indicated that, as these Zoom connection issues had occurred, the Board had not been operating with his full advice. Mr. Leventry suggested that the Board make a motion adjusting the upland claims motions accordingly.

On a motion by Mr. Wick, seconded by Mr. Leventry, with all in favor, the Board approved for the reconsideration to authorize the settlements at 5617 Seagrass Place, 536 Islebay Drive, and 534 Islebay Drive, provided that Mr. Davis is comfortable that they do not include amounts that are not needed to compensate for the damages as a result of the seawall being fixed, for the Harbor Bay Community Development District.

A resident asked whether the gate configuration by Bay Breeze could be changed, indicating repeated rammings and issues with the gate staying open. The resident additionally questioned vehicular activity related to servicing port-a-potties at late hours, as well as contractors working at early hours beyond hours established by HOA rules.

#### FIFTH ORDER OF BUSINESS - Continued Closed Session - 10:41 PM

Mr. Eckert stated that the Closed Session would reconvene at 10:50 PM.

### CLOSED SESSION RECONVENED, AND ENDED AT 11:10 PM

#### SIXTH ORDER OF BUSINESS – Open Session – Security Discussion

A. Consideration of Security Proposals

Mr. Eckert advised that the Board was in its Open Session following the Closed Session, and that the Board may make a motion to begin negotiations with the District's most preferred companies and to appoint a liaison.

On a motion by Mr. Goldstone, seconded by Mr. Leventry, with all in favor, the Board approved for District staff to begin negotiations with Envera; to authorize staff to enter negotiations with Securitech in the event of failed negotiations with Envera; and to appoint Mr. Nargi as liaison for negotiations, for the Harbor Bay Community Development District.

No further discussion was held by the Board.

# TWELFTH ORDER OF BUSINESS – Adjournment

On a motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board, at 11:13 p.m., adjourned the meeting for the Harbor Bay Community Development District.

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Assistant Secretary	Chair / Vice Chair

EXHIBIT 19

#### HARBOR BAY CDD GENERAL FUND CHECK REGISTER FY2021

DATE	CHECK NO.	PAYEE		Deposit	Payment	Balance
	FUND EOY TOTAL				100.01	361,526.50
10/02/2020	1471 1472	Brigh House Networks -Spectrum  Republic Services	107 Manns Harbor Drive 09/27-10/26 Waste Services 10/20		189.64 269.54	361,336.86 361,067.32
10/02/2020	1473	Schindler Elevator Corporation	Monthly Elevator Maintenance 10/2020		230.00	360,837.32
10/02/2020	1474	TECO	Voided Check		0.00	360,837.32
10/02/2020	1475	Vesta Property Services Inc.	Pass thru Invoices 07/2020		191.99	360,645.33
10/02/2020	1476	TECO	31100030115		1,868.62	358,776.71
10/05/2020 10/05/2020	1477 1478	Frontier Communications  Mobex	239-157-7537-022614-5  Mobile calling services		1,791.96 566.00	356,984.75 356,418.75
10/05/2020	1479	Premier Technologies	Desk stand, microphone supplies		5,958.04	350,460.71
10/05/2020	1480	Terminix Commercial	Pest Control		162.00	350,298.71
10/08/2020	1481	Bryan Hindman Electric, LLC	Relocate the service for the gate and lighting power at Tybee Island entrance		3,465.00	346,833.71
10/08/2020	1482	Capital Land Management	Landscape Maint - Oct		31,481.00	315,352.71
10/08/2020	1483 1484	Cardno, Inc. Gas South, LLC	Lake Mgmt Services		3,125.00 229.67	312,227.71
10/08/2020	1484	Gas South, LLC Gray Robinson	Gaslights 8/25/20-9/22/20 Special Legal Sevices 09/04 and 9/17 - AIG matter		229.67	311,998.04 311,703.04
10/08/2020	1486	Sea Creast HOA	CDD portion of irrigation repairs		351.00	311,352.04
10/08/2020	1487	U.S. Legal Support, Inc.	Court Reporter and Transcript of the shade session		708.75	310,643.29
10/08/2020	1488	US Bank	Trustee Fees 09/01/20-08/31/21		7,003.75	303,639.54
10/09/2020	1489	Site Masters of Florida, LLC	Stormwater Maintenance		12,450.00	291,189.54
10/09/2020	1100	Bank United	Transfer to Debit		1,900.00	289,289.54
10/12/2020 10/12/2020	1490 1491	DPFG M&C Egis Insurance & Risk Advisors	Forecloser Mirabya Townhomes District Assessment Consultant Fee General Insurance FY21		700.00 105,241.00	288,589.54 183,348.54
10/12/2020	1492	Envera Systems	Security Monitoring & Maint - 11/1/20-11/30/20		15,794.28	167,554.26
10/12/2020	1493	Harbor Bay CDD	Funds from the Mirabay Townhomes forclosure deposited into GF		97,408.59	70,145.67
10/12/2020	1494	Illuminations Holiday Lighting	Holiday lights		3,770.00	66,375.67
10/12/2020	1495	Terminix Commercial	Pest Control		818.00	65,557.67
10/13/2020	1496	DPFG M&C	Consultant Fee		700.00	64,857.67
10/13/2020	1497 1498	Halcyon AV, LLC. Staples	Card printer FLR Sign Notce Chlkbrd		2,375.00 34.99	62,482.67 62,447.68
10/13/2020	1499	TECO	31100030115		19,832.69	42,614.99
10/13/2020		Deposit	Gate Strike	50.50	,	42,665.49
10/16/2020	1500	Site Masters of Florida, LLC	Voided Check		0.00	42,665.49
10/16/2020	ACH101620	Site Masters of Florida, LLC	Stormwater Maintenance		13,000.00	29,665.49
10/20/2020	1501	Brigh House Networks -Spectrum	5248 Admiral Pointe Drive 10/05/20-11/04/20 BOS Meeting 10/15/20		154.59 200.00	29,510.90 29.310.90
10/20/2020	1502 1503	Daniel J. Leventry DPFG M&C	CDD Mgmt		11,833.33	17,477.57
10/20/2020	1504	Michael Maurer	BOS Meeting 10/15/20		200.00	17,277.57
10/20/2020	1505	Paul E. Curley	BOS Meeting 10/15/20		200.00	17,077.57
10/20/2020	1506	Premier Technologies	Computer-Desktop		2,638.94	14,438.63
10/20/2020	1507	Ryan A. Wick	BOS Meeting 10/15/20		200.00	14,238.63
10/20/2020	1508	Steven P. Lockom	BOS Meeting 10/15/20		200.00	14,038.63
10/20/2020 10/22/2020	1509	Vesta Property Services Inc. FL-FIT	Pass thru Invoices 09/30/20 - Program Cupplies  Transfer from FIT	100,000.00	287.46	13,751.17
10/27/2020	1510	Bad Boar Trapping & Outfitters, LLC.	Boar Trapping Monthly- 10/2020	100,000.00	600.00	113,151.17
10/27/2020	1511	BOCC	Various Accounts		726.07	112,425.10
10/27/2020	1512	Hawkins, Inc.	Pool supplies		415.00	112,010.10
10/27/2020	1513	Hopping Green & Sams	Legal Counsel thru 7/31/20 (rcvd 10/20)		31,224.51	80,785.59
10/27/2020	1514	Main Gate Enterprises	Service Call 9/14		95.00	80,690.59
10/27/2020	1515	BOCC Hillsborough Tax Collector	Various Accounts Excess Fees	32,713.58	1,502.00	79,188.59 111,902.17
10/29/2020		Bank United	Transfer to Debit	02,7 10.00	1,700.00	110,202.17
10/31/2020		Bank United	Interest	24.57		110,226.74
10/31/2020		EOM BALANCE BANK UNITED		132,788.65	384,088.41	110,226.74
11/01/2020 11/01/2020	1516 1517	Envera Systems	Additional Residents 10/1-11/30 Pool Supplies/Chemicals 10/23		90.00 339.15	110,136.74 109.797.59
11/01/2020	1518	Hawkins, Inc. Houston Management Service	Tennis Court Reservation System 4th Qtr and 1st Qrt of 20/21 and pcikle ball courts		660.00	109,797.59
11/01/2020	1519	Main Gate Enterprises	Supplies and Install of Liftmaster and Loops		3,485.00	105,652.59
11/01/2020	1520	Mobex	Voided Check		0.00	105,652.59
11/01/2020	1521 1522	Republic Services	Waste Services 11/20 Fountain Maintenance -10/1-12/31		269.54 259.00	105,383.05 105,124.05
11/01/2020	1523	Solitude Lake Management Mobex	Voided Check		0.00	105,124.05
11/05/2020	1524	Ballenger & Company, Inc.	Water Usage &IMMS Management		3,367.00	101,757.05
11/05/2020	1525	Brigh House Networks -Spectrum	107 Manns Harbor Drive 10/27-11/26		189.64	101,567.41
11/05/2020	1526	Business Observer Capital Land Management	Legal Ad 10/30		102.81	101,464.60
11/05/2020 11/05/2020	1527 1528	DDD Fencing	Landscape Maint - Nov Remove and build new gate		38,350.00 495.00	63,114.60 62,619.60
11/05/2020	1529	Doug Belden, Tax Collector-1	Mirabay Phase 1A Tract T-1 Tennis/REC/DE		915.66	61,703.94
11/05/2020	1530	FLORIDA DEPT OF ECONOMIC OPPORTU			175.00	61,528.94
11/05/2020	1531	Hawkins, Inc.	Pool Supplies/Chemicals 9/4		224.75	61,304.19
11/05/2020 11/05/2020	1532 1533	Hopping Green & Sams Premier Technologies	Legal Services  Managed Data Backup		15,716.92 1,509.15	45,587.27 44.078.12
11/05/2020	1534	Schindler Elevator Corporation	Monthly Elevator Maintenance 11/2020		230.00	43,848.12
11/05/2020	1535	Symbiont Service Corp	Repair heaters/pump baskets		168.00	43,680.12
11/05/2020	1536	TECO	31100030115		1,986.25	41,693.87
11/05/2020 11/05/2020	1537 1538	Terminix Commercial USA Services of Florida, Inc.	Pest Control Street Sweeping 10/2020		162.00 450.00	41,531.87 41,081.87
11/05/2020	1539	Yard Master	Remove 2 palm trees		650.00	40,431.87
11/05/2020	1540	Doug Belden, Tax Collector-1	Tract 3 (Amenties Center)		3,042.02	37,389.85
11/09/2020		Bank United	Funds Transfer	100,000.00	·	137,389.85
11/09/2020 11/09/2020	1541	Hillsborough County Tax Collector Victorias Schhol of Dance	Deposit  Voided Check	56,588.18	0.00	193,978.03 193,978.03
11/16/2020	1041	Hillsborough County Tax Collector	Deposit Deposit	315,742.85	0.00	509,720.88
11/17/2020	1542	Ryan A. Wick	BOS Meetings	2.2,7 12.00	1,400.00	508,320.88
11/19/2020	1543	Accurate Drilling Solutions	Well seals and pump installation		2,174.06	506,146.82
11/19/2020	1544	Brigh House Networks -Spectrum	5248 Admiral Pointe Drive 11/05/20-12/04/20		154.52	505,992.30
11/19/2020 11/19/2020	1545 1546	Bryan Hindman Electric, LLC Capital Land Management	Wire Tennis Courts Fertilization November		1,746.00 14,703.36	504,246.30 489,542.94
11/19/2020	1547	Cardno, Inc.	Lake Management Services October 2020		2,925.00	486,617.94
11/19/2020	1548	Commercial Fire & Communications Inc	Fire Alarm Repair		905.83	485,712.11
11/19/2020	1549	Envera Systems	Security Monitoring & Maint - 12/1-12/31		15,839.28	469,872.83
11/19/2020	1550	Frontier Communications	239-157-7537-022614-5		1,799.33	468,073.50

#### HARBOR BAY CDD GENERAL FUND CHECK REGISTER FY2021

01/04/2021         ACH010421         BOCC         Various Accounts         204.15           01/05/2021         Alidade Mirabay         Off Roll Assessment         20,660.72           01/06/2021         1624         DPFG M&C         CDD MGMT - January         6,583.33							
100,000   160   Des Burth 1.00   Case   Ca	DATE	CHECK NO	DAVEE		Danosit	Dovmont	Balance
1019(202)   1502   1807   1808   1809   18				Gas	Deposit		467,910.75
1995   Property   1995   Pro							467,660.75
1992  1995							
1975/2006   1985   118 Tag Stanform, tre.							467,660.75
111922021   1506							467,360.75
1109/2020   1577   Party Shippur (February Report III   1109/2021   1570   15							466,710.75
1109/0200   1561   Description of Section (Control Section S							466,710.7
1119/2002   1901							466,010.75
100,000   1990   1500				Maintenance fees			465,645.75
Triple							458,372.75
1992/2002   1982   Melete							458,372.75
1109,000   1568   TEOD   Temporal Continues LUC.   March Taparral Continues LUC.   March Tap	11/19/2020	1561	Tidelines, LLC	Tidebooks		57.12	458,315.63
1092000	11/19/2020	1562	Mobex	Mobile Calling Sevices October		235.00	458,080.63
1109/2003   1969   1979   1960   1979   1960   1979   19	11/19/2020	1563	TECO	Streetlights		19.977.62	438,103.01
110209200   1050			Gray Robinson		107 500 00		545,603.0
1999/2002   1596   Brant Inferiors Cents   CD   Branch Inferiors Cents   CD   CD   Activity		1564			,	700.00	544,903.01
10000000							543,723.01
10000007   1997							
10000000							536,889.68
10020020   1997   Solvent   Solven							530,889.68
11/02/2020   1577   Tearnis Commercial Pear Control 11/02/2020   1577   Tearnis Commercial Pear Control 11/02/2020   1573   Michael Manue							530,719.68
10000000   1071   Terminis Commission   Paul Control   200.00							530,110.4
1722-2020   1972   Darred J. Leverlity   BOS Meeting 11/10/20   200.00     1722-2020   1973   Microb Malare   BOS Meeting 11/10/20   200.00     1722-2020   1973   Tromby Rang   BOS Meeting 11/10/20   200.00     1722-2020   1974   Tromby Rang   200.00   200.00     1722-2020   Tromby Rang   200.00   200.00   200.00     1722-2020   Tromby Rang   200.00   200.00   200.00   200.00     1722-2020   Tromby Rang   200.00   200.00   200.00   200.00     1722-2020   Tromby Rang   200.00   200.00   200.00   200.00   200.00     1722-2020   Tromby Rang   200.00							529,590.78
1922/2020   1973   Michael Maurer   200 Meering 11/19/20   200 00	11/20/2020	1571	Terminix Commercial			380.00	529,210.7
1922/2020   1978   Roya A, West   SOS Meeting 1719/202   20.0.0	11/23/2020	1572	Daniel J. Leventry	BOS Meeting 11/19/20		200.00	529,010.78
11/22/2023	11/23/2020	1573	Michael Maurer	BOS Meeting 11/19/20		200.00	528,810.78
1722/2020							528,610.78
1792-2020   Sant United   Funes Transfell   1792-2020   1891-1892   1891-189							528,410.78
1102/2020		1010					524.810.78
115/20/200		1570					
11/25/2002							524,002.13
1996/2020   1978		ACH112520			*****	11,950.00	512,052.13
1190/2020   Sank United   Interest   1977   1978							792,102.20
1709/2020   FOR MEALANCE BANK UNITED   Water Usage & MASS Management   1,675.00   1,67							892,593.84
1004/2020   1577   Bellingrie & Company, Inc.   Water Usage & MiNRS Management   1,075 50   1,767 51   1,767 50   1,767				Interest			892,631.59
1004/2020   1577   Bellingrie & Company, Inc.   Water Usage & MiNRS Management   1,075 50   1,767 51   1,767 50   1,767	11/30/2020		EOM BALANCE BANK UNITED		960,410.49	178,005.64	892,631.59
1797-97   1792-1792   1797-98   1777-97   1792-1792   1898   1898   1899   18		1577		Water Usage &IMMS Management			891,556.59
1204/2020   1596   Brigh House Networks - Spectrum   107 Marms Harbor Drive 11/27/27/28   189.64   120.28   120.28   120.28   120.28   120.28   120.20   158.8   100.28   120.28   120.28   120.20   158.8   120.28   120.28   120.20   158.8   120.28   120.20   158.8   120.28   120.20   158.8   120.28   120.20   158.8   120.28   120.20   158.8   120.20   120.20   158.8   120.20   120.20   158.8   120.20   120.20   158.8   120.20   120.20   120.20   158.8   120.20							889,798.68
100-0000000000000000000000000000000000							889,609.04
1204/2020   1581							
1204/2020   1582   Envers Systems   Windshield Stickers   2.244.00   1883.52   1204/2020   1588   Hankfins, Inc.   Pool Suppless/Chemicals 11/20   420.50   1885.52   1204/2020   1588   Hankfins, Inc.   Pool Suppless/Chemicals 11/20   420.50   1204/2020   1589   Hankfins, Inc.   Pool Suppless/Chemicals 11/20   420.50   1204/2020   1580   Mochae   1204/2020   1580   Schridder Elevistor Corporation   Service Culls   1204/2020   1580   Schridder Elevistor Corporation   Service Culls   1204/2020   1580   Schridder Elevistor Corporation   Service Culls   1204/2020   1591   U.S.S. Services of Portida, Inc.   Street Sweeping 17/2020   1591   U.S.S. Services of Portida, Inc.   Street Sweeping 17/2020   1204/2020   1591   U.S.S. Services of Portida, Inc.   Deposit   1204/2020   1591   U.S.S. Services of Portida, Inc.   Deposit   1204/2020   1204/2020   1591   U.S.S. Services of Portida, Inc.   Deposit   120,969.39   1204/2020   1596   Mochae   1204							889,506.23
120H/2020   1584   Hawkins, Inc.   Pool Supplies/Chemicals   11/20   420,50     120H/2020   1586   Hopping Green & Sams   Legal Counsel from 101/120   15,270,58     120H/2020   1586   Hopping Green & Sams   Legal Counsel from 101/120   15,270,58     120H/2020   1586   Hopping Green & Sams   Legal Counsel from 101/120   15,270,58     120H/2020   1586   Republic Services   Waste Sarvices Chemicals   12,280,00     120H/2020   1586   Republic Services   Waste Sarvices Calls   268,54     120H/2020   1589   Schniddle Floward Corporation   Service Calls   596,84     120H/2020   1590   TECO   31 100000115   1990   1990   1900   19							858,148.13
1204/2020   1584   Hawkins, Inc.   Pool Supples/Chemicals 11/20   152/205   152/205   1586   Mobax   Mobile Calling Sevices December   23 5.00   1204/2020   1586   Mobax   Mobile Calling Sevices December   23 5.00   1587   1587   1588   Mobax   Mobile Calling Sevices December   23 5.00   1587   1588   1588   Mobax   Mobile Calling Sevices December   23 5.00   1588   15							855,904.13
1204/2020   1588   Hopping Green & Sams   Legal Coursel thru 1071/120   123.50.0   1204/2020   1586   Mobox   Mobio Calling Sevices December   223.50.0   1204/2020   1587   Poop 911   Volded Chk.   0.00   1204/2020   1586   Republic Services (1200   1589   15	12/04/2020	1583	Frontier Communications	239-157-7537-022614-5		1,835.32	854,068.81
1204/0200   1586   Mobex   Mobile Calling Sevices December   238.00     1204/0200   1587   Pop 9 11   Volded Chk   0.00     1204/0200   1588   Repubic Services   Waste Services 12/20   289.54     1204/0201   1589   Telephore Capporation   Service Calls   0.00     1204/0200   1589   Telephore Capporation   Telephore Capporation   0.00     1204/0200   Telephore Capporation   Telephore Capporation   0.00     1204/0200   1589   Telephore Capporation   0.00     1204/0200	12/04/2020	1584	Hawkins, Inc.	Pool Supplies/Chemicals 11/20		420.50	853,648.31
1204/2020   1588   Mobex   Mobile Calling Sevices December   238.00     1204/2020   1587   Poop 911   Voided Chis   0.00     1204/2020   1588   Republic Services   Wrate Services 12/20   289.54     1204/2020   1589   Schriddle Elevator Carporation   Service Calls   0.00     1204/2020   1589   Schriddle Elevator Carporation   Service Calls   0.00     1204/2020   1589   U.U.A. Services of Florids, Inc.   1.00   1.00     1204/2020   1589   U.U.A. Services of Florids, Inc.   1.00   1.00     1204/2020   1589   U.U.A. Services of Florids, Inc.   1.00   1.00     1204/2020   1589   U.U.A. Services of Florids, Inc.   1.00   1.00     1204/2020   1590   Hilbborough County Tax Collector   Deposit   1.29,959.39     1217/20200   1593   Calls South, LLC   Voided Chik   0.00     1217/20200   1593   Gas South, LLC   Voided Chik   0.00     1217/20200   1594   Lernife Ashlwy   Calls Strikes November   0.00     1217/20200   1595   Lernife Ashlwy   Calls Strikes November   0.00     1217/20200   1595   Terminic Commercial   Pest Control   0.00     1217/20200   1596   Terminic Commercial   Pest Control   0.00     1217/20200   1598   Terminic Commercial   Pest Control   0.00     1217/20200   1598   Terminic Commercial   Pest Control   0.00     1217/20200   1691   TeCO   0.00   0.00     1217/20200   1691   0.00   0.00   0.00   0.00     1228/2020   1691   0.00   0.00   0.00   0.00     1228/2020   1691   0.00   0.00   0.00   0.00   0.00     1228/2020   1691   0.00   0.00   0.00   0.00   0.00   0.00     1228/2020   1691   0.00   0.00   0.00   0.00   0.00   0.00   0.00     1228/2020   1691   0.00   0.0	12/04/2020	1585	Hopping Green & Sams	Legal Counsel thru 10/31/20		13.270.55	840,377.76
1204/2020   1588   Republic Services   Waste Services 1220   2205.04   2204/2020   1588   Republic Services   Maste Services 1220   2205.04   2204/2020   1589   Schinder Elevator Corporation   Services Calls   500.06   200.06							840,142.76
1204/2020   1588   Republic Services   Waste Services   1220   289.54   1204/2020   1589   TECO   31100030115   3100030115   369.64   1204/2020   1591   USA Services of Florida, Inc.   Street Severeging 11/2020   2,395.283.39   450.00   1204/2020   1591   USA Services of Florida, Inc.   Street Severeging 11/2020   2,395.283.39   450.00   1204/2020   1592   Hilliborough County, Tax Collector   Deposit   129.969.39   121/20200   1592   Aroma Coffee Service   Coffee and supplies   2,295.283.39   121/20200   1592   Aroma Coffee Service   Coffee and supplies   2,205.283.39   121/20200   1595   Aroma Coffee Service   Coffee and supplies   2,205.283.39   121/20200   1595   Aroma Coffee Service   Coffee and supplies   2,205.283.39   121/20200   1595   January Company Co							840,142.76
1204/2020							839,873.22
1204/2020   1590   TECO   311000030115   1,990.70   450.00   1207/2020   1591   USA Services of Florida, Inc.   Street Sweeping 11/2020   2,395,283.39   450.00   1207/2020   Hillisborough County Tax Collector   Deposit   129,959.39   12112/2020   1592   Arona Coffee Service   Coffee and supplies   129,959.39   12112/2020   1592   Arona Coffee Service   Coffee and Supplies   1,061.30   12112/2020   1593   Gas South, LLC   Volted City   Volted Ci							
1204/2020							839,364.58
1207/2020							837,394.79
1210/2020		1591				450.00	836,944.79
121/12/2020							3,232,228.18
121/12/2020	12/10/2020		Hillsborough County Tax Collector	Deposit	129,959.39		3,362,187.57
121/12/2020	12/12/2020	1592	Aroma Coffee Service	Coffee and supplies		1,061.30	3,361,126.27
1211/2020	12/12/2020	1593	Gas South, LLC	Voided Chk.		0.00	3,361,126.27
121/12/2020							3,360,899.20
121/12/2020							3,360,799.20
121/12/2020							3,360,749.20
12/12/2020							3,360,749.20
121/12/2020							
12/14/2020							3,360,201.20
12/14/2020							3,359,763.70
12/15/2020   ACH121520   Gas South, LLC   Gaslights 12/01-12/31   339.88     12/15/2020   Harbor Bay CDD   Funds 12/01-12/01   4,700.00     12/18/2020   1602   DD Fencing   6,000.00     12/28/2020   1603   Aroma Coffee Service   Coffee and supplies   2,070.05     12/28/2020   1603   Aroma Coffee Service   Coffee and supplies   2,070.05     12/28/2020   1604   Bryan Findman Electric, LLC   Repair clubhouse conduit   1,110.00     12/28/2020   1605   Cintas   Voided Crit.   0,000     12/28/2020   1606   Daniel J. Leventry   BOS Meeting 12/17/20   200.00     12/28/2020   1607   DPFG MAC   CDD MGMT - December 20/20   1608   Envera Systems   Security Monitoring & Maint / Install work   24,727.28     12/28/2020   1608   Envera Systems   Security Monitoring & Maint / Install work   24,727.28     12/28/2020   1609   Hawkins, Inc.   Pool Supplies/Chemicals 12/4   105.00     12/28/2020   1610   Hopping Green & Sams   Legal Coursel thu 11/30/20   13,280.05     12/28/2020   1611   Phenomenal Exercise Equipment Repair   Maintenance Fee 11/2020   13,280.05     12/28/2020   1612   Poop 911   Dog Waste Station Maint & Bags   1,218.54     12/28/2020   1614   Ryan A. Wick   BOS Meeting 12/17/20   200.00     12/28/2020   1615   Timothy Nargi   BOS Meeting 12/17/20   200.00     12/28/2020   1616   USA Services of Fiorida, Inc.   Street Sweeping 12/2020   4619   Michael Maurer   BOS Meeting 12/17/20   200.00     12/28/2020   1618   Michael Maurer   BOS Meeting 12/17/20   200.00     12/28/2020   1620   Harbor Bay CDD   Contribution to Mira Bay - October/November/December 2020   69,200.00     12/28/2020   1621   BOCC   Various Accounts   242.92     12/31/2020   Bank United   Interest   242.92     12/31/2020   1623   FLA Pools, Inc   Pool Repair   Interest   242.92     12/31/2020   1624   BOCC   Various Accounts   242.92     12/31/2020   1624   BOCC   Various Accounts   2,525,485.70   227,113.20     10/06/2021   1624   BOCC   Various Accounts   2,660.72     10/06/2021   ACH010421   BOCC   Various Accounts   2,660.72     10/06/2021	12/14/2020	1600	Brigh House Networks -Spectrum	5248 Admiral Pointe Drive 12/05/20-01/04/21		154.52	3,359,609.18
12/17/20/20	12/14/2020	1601	TECO	311000030115		18,268.10	3,341,341.08
12/17/20/20	12/15/2020	ACH121520	Gas South, LLC		-	339.89	3,341,001.19
12/18/2020		-					3,336,301.19
12/23/2020		ACH121820					3,330,701.19
12/28/2020							3,324,701.19
12/28/2020							3,322,631.14
12/28/2020							3,321,521.14
12/28/2020							3,321,521.14
12/28/2020							
12/28/2020							3,321,321.14
12/28/2020   1609   Hawkins, Inc.   Pool Supplies/Chemicals 12/4   105.00     12/28/2020   1610   Hopping Green & Sams   Legal Counsel thru 11/30/20   13,382.05     12/28/2020   1611   Phenomenal Exercise Equipment Repair   135.00     12/28/2020   1612   Poop 911   Dog Waste Station Maint & Bags   1,218.54     12/28/2020   1613   Republic Services   Waste Services 01/21   2695.4     12/28/2020   1614   Ryan A. Wick   BOS Meeting 12/17/202   200.00     12/28/2020   1615   Timothy Nargi   BOS Meeting 12/17/20   200.00     12/28/2020   1616   USA Services of Florida, Inc.   Street Sweeping 12/2020   Street Sweeping 12/17/20   200.00     12/28/2020   1617   Yard Master   Remove 8 pine trees and 2 palm trees   1,000.00     12/28/2020   1618   Michael Maurer   BOS Meeting 12/17/20   200.00     12/28/2020   1619   BOCC   Various Accounts   726.54     12/30/2020   1620   Harbor Bay CDD   Contribution to Mira Bay - October/November/December 2020   69,200.00     12/30/2020   1621   BOCC   Various Accounts   424.74     12/31/2020   1623   FLA Pools, Inc   Pool Repair   9,165.28     12/31/2020   Bank United   Interest   242.92     12/31/2020   Bank United   Interest   242.92     12/31/2020   ACHO10421   BOCC   Various Accounts   2,525,485.70   227,113.20     01/04/2021   ACHO10421   BOCC   Various Accounts   2,066.72     01/05/2021   1624   DPFG M&C   CDD MGMT - January   5,583.33							3,313,829.10
12/28/2020							3,289,101.82
12/28/2020							3,288,996.82
12/28/2020							3,275,714.77
12/28/2020	12/28/2020	1611	Phenomenal Exercise Equipment Repair			135.00	3,275,579.77
12/28/2020		1612					3,274,361.23
12/28/2020							3,274,091.69
12/28/2020							3,273,891.69
12/28/2020							3,273,691.69
12/28/2020							3,273,241.69
12/28/2020							
12/28/2020   1619   BOCC							3,272,241.69
12/30/2020							3,272,041.69
12/30/2020         1621         BOCC         Various Accounts         424.74           12/30/2020         1622         BOCC         Various Accounts         1,763.96           12/31/2020         1623         FLA Pools, Inc         Pool Repair         9,165.28           12/31/2020         Bank United         Interest         242.92           12/31/2020         BODE MALANCE BANK UNITED         227,113.20         227,113.20           01/04/2021         ACH010421         BOCC         Various Accounts         204.15           01/05/2021         Alidade Mirabay         Off Roll Assessment         20,660.72           01/06/2021         1624         DPFG M&C         CDD MGMT - January         6,583.33							3,271,315.1
12/30/2020         1622         BOCC         Various Accounts         1,763.96           12/31/2020         1623         FLA Pools, Inc         Pool Repair         9,165.28           12/31/2020         Bank United         Interest         242.92           12/31/2020         EOM BALANCE BANK UNITED         2,525,485.70         227,113.20           01/04/2021         ACH010421         BOCC         Various Accounts         204.15           01/05/2021         Alidade Mirabay         Off Roll Assessment         20,660.72           01/06/2021         1624         DPFG M&C         CDD MGMT - January         6,583.33							3,202,115.15
12/30/2020         1622         BOCC         Various Accounts         1,763.96           12/31/2020         1623         FLA Pools, Inc         Pool Repair         9,165.28           12/31/2020         Bank United         Interest         242.92           12/31/2020         EOM BALANCE BANK UNITED         2,525,485.70         227,113.20           01/04/2021         ACH010421         BOCC         Various Accounts         204.15           01/05/2021         Alidade Mirabay         Off Roll Assessment         20,660.72           01/06/2021         1624         DPFG M&C         CDD MGMT - January         6,583.33	12/30/2020	1621	BOCC	Various Accounts		424.74	3,201,690.4
12/31/2020         1623         FLA Pools, Inc         Pool Repair         9,165.28           12/31/2020         Bank United         Interest         242.92           12/31/2020         EOM BALANCE BANK UNITED         2,525,485.70         227,113.20           01/04/2021         ACH010421         BOCC         Various Accounts         204.15           01/05/2021         Alidade Mirabay         Off Roll Assessment         20,660.72           01/06/2021         1624         DPFG M&C         CDD MGMT - January         6,583.33							3,199,926.45
12/31/2020         Bank United         Interest         242.92           12/31/2020         EOM BALANCE BANK UNITED         2,525,485.70         227,113.20           01/04/2021         ACH010421         BOCC         Various Accounts         204.15           01/05/2021         Alidade Mirabay         Off Roll Assessment         20,660.72           01/06/2021         1624         DPFG M&C         CDD MGMT - January         6,583.33							3,190,761.1
12/31/2020     EOM BALANCE BANK UNITED   2,525,485.70   227,113.20		1020			242.02	0,100.20	3,191,004.09
01/04/2021         ACH010421         BOCC         Various Accounts         204.15           01/05/2021         Alidade Mirabay         Off Roll Assessment         20,660.72           01/06/2021         1624         DPFG M&C         CDD MGMT - January         6,583.33				morost		227 442 20	
01/05/2021         Alidade Mirabay         Off Roll Assessment         20,660.72           01/06/2021         1624         DPFG M&C         CDD MGMT - January         6,583.33					2,525,485.70		3,191,004.09
01/06/2021 1624 DPFG M&C CDD MGMT - January 6,583.33		ACH010421				204.15	3,190,799.94
					20,660.72		3,211,460.66
	01/06/2021	1624	DPFG M&C	CDD MGMT - January		6,583.33	3,204,877.33
01/01/2021 Fillispolough County fax Collector fax distributions 1.203.087.37	01/07/2021		Hillsborough County Tax Collector	Tax Distributions	1,265,687.57		4,470,564.90
01/08/2021 1625 TECO 311000030115 1,912.40		1625			,,	1.912.40	4,468,652.50
01/08/2021 1626 Aroma Coffee Service Coffee/Tea and Supplies 01/07 1,018.95							4,467,633.55
01/08/2021 1020 Riolina Colleg Service College Tea ain Supplies 0/107 1,010.39 1,010.30 1,010							4,466,433.55

#### HARBOR BAY CDD GENERAL FUND CHECK REGISTER FY2021

DATE	CHECK NO.	PAYEE		Deposit Paym	ent	Balance
01/08/2021	1628	Ballenger & Company, Inc.	Water Usage &IMMS Management		1,075.00	4,465,358.5
01/08/2021	1629	Brigh House Networks -Spectrum	107 Manns Harbor Drive 12/27-1/26/21		189.64	4,465,168.9
01/08/2021	1630	Business Observer	Legal Ad BOS Meeting 01/08/21		102.81	4,465,066.
01/08/2021	1631	Capital Land Management	Landscape Maint - Jan	3	2,665.49	4,432,400.
	1632	Cintas	Voided Chk.		0.00	4,432,400.6
01/08/2021	1633	Envera Systems	Prox-Card II - 100		720.00	4,431,680.6
01/08/2021	1634	Frontier Communications	239-157-7537-022614-5		1,799.33	4,429,881.
	1635	Harbor Bay CDD	Voided Chk.		0.00	4,429,881.
01/08/2021	1636	Hawkins, Inc.	Pool suuplies / chemicals		560.00	4,429,321.
01/08/2021	1637	Mobex	Mobile Calling Sevices January		235.00	4,429,086.
01/08/2021	1638	Pelican Aire Commerical Service Inc	ice machine cleaning/repair		729.95	4,428,356.
01/08/2021	1639	Poop 911	Dog Waste Station Maint & Bags 12/2020		609.27	4,427,747.
01/08/2021	1640	Schindler Elevator Corporation	Monthly Elevator Maintenance 01/2021		230.00	4,427,517.
01/08/2021	1641	Site Masters of Florida, LLC	Stormwater Maintenance - Final Bill		1,200.00	4,426,317.
01/08/2021	1642	Solitude Lake Management	Fountain - Pressure wash		1,070.00	4,425,247.
01/08/2021	1643	USA Services of Florida, Inc.	Street Sweeping 01/2021		450.00	4,424,797.
	1644	Harbor Bay CDD	Voided chk.		0.00	4,424,797.
01/11/2021		Bank United	Funds Transfer		2,300.00	4,422,497.
01/13/2021	1645	Harbor Bay CDD	Contribution to Mira Bay - Janaury 2021	2	3,066.00	4,399,431.
01/13/2021	1646	Harbor Bay CDD	Contribution to Mira Bay - September 2020		3,066.00	4,376,365.
01/13/2021	1647	Vesta Property Services Inc.	Vesta Srvcs - Aug / Oct-Dec	10	0,909.96	4,275,455.
01/15/2021		Apollo Beach Property	Off roll Assessment	6,451.07	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4,281,906.
01/15/2021		Park Square Enterprises	Off roll Assessment	569,988.60		4,851,894.
01/20/2021	1648	B2B Printing	Embroidered Sandwich Bill Caps (rcvd 1/19/21)	550,550.00	944.27	4.850.950.
01/20/2021	1649	Brigh House Networks -Spectrum	5248 Admiral Pointe Drive 101/05-02/04		154.52	4.850.795.
01/20/2021	1650	Cardno, Inc.	Lake Mgmt Services Dec / Jan		5,950.00	4,844,845.
01/20/2021	1651	DPFG M&C	Annual Website Services		500.00	4,844,345.
01/20/2021	1652	Envera Systems	Security Monitoring & Maint - 02/01-02/28	1	5,920.28	4,828,425.
01/20/2021	1653	Gas South, LLC	Gaslights 11/23-12/23	<u>'</u>	259.13	4,828,166.
01/20/2021	1654	Halcyon AV, LLC.	Printer INk		200.00	4,827,966.
01/20/2021	1655	Harbor Bay CDD c/o US Bank	Tax Distributions thru 01/13/21	61	4,402.24	4,213,564.
01/20/2021	1656	Illuminations Holiday Lighting	Remaining balance on Holiday lights		6,000.00	4,207,564.
01/20/2021	1657	Main Gate Enterprises	Service Call 10/23		407.95	4,207,156.
01/20/2021	1658	Staples	Wite out, scissors, pad		92.15	4,207,064.
01/20/2021	1659	Symbiont Service Corp	Well repair		700.00	4,206,364.
01/20/2021	1660	TECO	31100030115	1	6,518.66	4,189,845.
01/20/2021	1661	Terminix Commercial	Pest Control		389.00	4,189,456.
01/20/2021	1662	Unice Salzman Jensen P.A.	Legal Services for Supervisor Lockom		90.00	4,189,366.
01/20/2021	1663	Harbor Bay CDD c/o US Bank	Tax Distributions thru 01/13/21	12	2,130.86	4,169,300.
01/20/2021	1664	Harbor Bay CDD c/o US Bank	Tax Distributions thru 01/13/21 Tax Distributions thru 01/13/21		4,387.76	3,702,847.
01/20/2021	1665	Harbor Bay CDD c/o US Bank	Off Roll Assessment Series 2019		5,683.47	3,457,164.
01/20/2021	1666	Harbor Bay CDD	Voided Chk.	24	0.00	3,457,164.
01/20/2021	1667	DPFG M&C	Pass Through - December		19.31	3,457,164.
01/20/2021	1007	Apollo Beach Property LLC	Non-Sufficient Funds		6,451.07	3,450,694.
01/20/2021	1668	Capital Land Management	Seasonal annuals color change out - December 2020		7,600.00	3,443,094.
01/21/2021	1669	Envera Systems	Additional Residents 12/1/-12/31		90.00	3,443,094.
01/21/2021	1669	Envera Systems Hawkins, Inc.	Additional Residents 12/1/-12/31 Pool Supplies-Chlor. 1/15		319.00	3,443,004.
	1670					
01/21/2021	1672	Hillsborough County BOCC Solitude Lake Management	Fire Instpection Mira Bay Club Fountain Maint / Lake & Pond - Jan		515.00 2,539.00	3,442,170. 3,439,631.
01/21/2021 01/25/2021	1672				2,539.00	
		Daniel J. Leventry	BOS Meeting 01/21/21			3,439,431.
01/25/2021	1674	Michael Maurer	BOS Meeting 01/21/21		200.00	3,439,231.
01/25/2021	1675	Ryan A. Wick	BOS Meeting 01/21/21		200.00	3,439,031.
01/25/2021	1676	Timothy Nargi	BOS Meeting 01/21/21		200.00	3,438,831.
01/25/2021	1677	BOCC	Various Accounts		705.37	3,438,125.
01/25/2021	1678	Republic Services	Waste Services 02/21 and overage from 12/18 and 12/21		445.54	3,437,680.
01/28/2021		Bank United	Interest	370.07		3,438,050.
1/31/2021		EOM BALANCE BANK UNITED		1,862,787.96 1,616	,111.86	3,438,050.2

EXHIBIT 20

#### HARBOR BAY CDD RESERVE FUND CHECK REGISTER FY2021

	CHECK							
DATE	NO.	PAYEE				Deposit	Payment	Balance
RESERFVE FUND EOY TOTAL								28,665.19
10/31/2020		Bank United	Intere	t		2.43		28,667.62
10/31/2020		EOM BALANCE BANK U	UNITED			2.43	0.00	28,667.62
11/30/2020		Bank United	Intere	t		2.35		28,669.97
11/30/2020		EOM BALANCE BANK U	UNITED			2.35	0.00	28,669.97
12/31/2020		Bank United	Intere	t		2.43		28,672.40
12/31/2020		EOM BALANCE BANK U	UNITED			2.43	0.00	28,672.40
		Bank United	Intere	t		2.44		28674.84
1/31/2021		EOM BALANCE BANK U	UNITED		·	2.44	0.00	28,674.84

#### HARBOR BAY MIRA BAY CHECK REGISTER FY2021

			1 1 2021			
DATE	CHECK NO.	PAYEE		Deposit	Payment	Balance
MIRA BAY FUND EOY TOTAL						61,051.51
10/02/2020		Bank United	Funds Transfer		4,000.00	57,051.51
10/02/2020	ACH10220	Daxko	Services Fee - Sep		67.90	56,983.61
10/05/2020		Mira Bay Café	Sales Deposit	255.01		57,238.62
10/06/2020	ACH100620	Sysco	Food and Supplies 10/1		1,206.87	56,031.75
10/06/2020		Mira Bay Café	Sales Deposit	925.60	.,	56,957.35
10/08/2020		Mira Bay Café	Sales Deposit	1,125.09		58,082.44
10/09/2020		Mira Bay Café	Sales Deposit	233.24		58,315.68
				233.24	1,000.00	
10/09/2020	101110000	Bank United	Funds Transfer			57,315.68
10/09/2020	ACH10920	Clover App Market	Service Charge		34.90	57,280.78
10/13/2020	1161	Kristy Owens	Refund Personal Training Fee		110.00	57,170.78
10/13/2020		Mira Bay Café	Sales Deposit	852.26		58,023.04
10/13/2020		Mira Bay Café	Sales Deposit	970.03		58,993.07
10/14/2020	100437643	Pepin Distributing Inc.	Investigating		124.00	58,869.07
10/15/2020		Mira Bay Café	Sales Deposit	1,934.53		60,803.60
10/16/2020		Mira Bay Café	Sales Deposit	209.86		61,013.46
10/19/2020	ACH101920	Sysco	Food and Supplies 10/15		477.41	60,536.05
10/19/2020		Mira Bay Café	Sales Deposit	966.55		61,502.60
10/19/2020		Mira Bay Café	Sales Deposit	1,517.55		63,020.15
10/22/2020		Mira Bay Café	Sales Deposit	38.45		63,058.60
10/23/2020		Mira Bay Café	Sales Deposit	214.07		63,272.67
10/26/2020				490.71		63,763.38
		Mira Bay Café	Sales Deposit			
10/26/2020		Mira Bay Café	Sales Deposit	1,802.30		65,565.68
10/27/2020	1162	Cintas	Operating Supplies - Cafe		1,126.94	64,438.74
10/27/2020	1163	Pepin Distributing Inc.	Beer		373.49	64,065.25
10/27/2020	1164	Sysco	Food and Supplies 10/22		605.96	63,459.29
10/27/2020		Mira Bay Café	Sales Deposit	168.72		63,628.01
10/29/2020		Bank United	Funds Transfer		2,000.00	61,628.01
10/29/2020		Mira Bay Café	Sales Deposit	16.56		61,644.57
10/30/2020	1165	Parks Produce	Tomatoes, peppers and lettuce		27.15	61,617.42
10/30/2020		Mira Bay Café	Sales Deposit	171.04		61,788.46
10/31/2020				11,891.57	11,154.62	62,318.21
11/02/2020	Trans110220	Bank United	Transfer to Bank	11,001.01	50,000.00	12,318.21
11/02/2020	114115110220	Mira Bay Café	Sales Deposit	530.37	30,000.00	12,848.58
11/02/2020		Mira Bay Café	Sales Deposit	1,168.72		14,017.30
11/03/2020	ACH93020	Florida Department of Revenue	Sep 2020 Sales Tax	1,100.72	702.88	13,314.42
11/05/2020	1166	Victoria's School of Dance, LLC	Dance Classes October 2020		1,129.50	12,184.92
11/09/2020	ACH110920	Clover App Market	Service Charge		34.90	12,150.02
11/09/2020	ACH11920	Daxko	Service Charge Services Fee - Oct		67.90	12,082.12
	ACH 11920			124.00	07.90	
11/18/2020 11/19/2020	1167	Mira Bay Café Cintas	Deposit Operating Symplical Cofe	124.00	983.61	12,206.12 11,222.51
	1107		Operating Supplies - Cafe			
11/23/2020		Harbor Bay	Funds Transfer	4.40	2,800.00	8,422.51
11/30/2020		Bank United	Interest	1.16		8,423.67
11/30/2020				1,824.25	55,718.79	8,423.67
12/02/2020		Daxko	Service Fee - Nov		167.85	8,255.82
12/04/2020	1168	Lee's Snow	50% Deposit -		1,500.00	6,755.82
12/09/2020		Clover App Market	Service Charge		34.90	6,720.92
12/12/2020	1169	Harbor Bay CDD	Voided check		0.00	6,720.92
12/17/2020		Bank United	Funds Transfer		4,300.00	2,420.92
12/28/2020	1170	Cintas	Operating Supplies - Cafe		1,732.13	688.79
12/28/2020	1171	Pelican Aire Commerical Service Inc	maintenance on all refrigertors		392.00	296.79
12/30/2020		Harbor Bay CDD	Contribution from GF	69,200.00		69,496.79
12/31/2020		Bank United	Interest	0.90		69,497.69
12/31/2020				69,200.90	8,126.88	69,497.69
01/04/2021	ACH010421	Daxko	Services Fee - Dec		67.90	69,429.79
01/08/2021	1172	Cintas	Operating Supplies - Cafe		1,793.41	67,636.38
01/08/2021	1173	Phenomenal Exercise Equipment Repair	Maintenance Fee 12/2020 and repair to spin bikes		230.00	67,406.38
01/08/2021	1174	Vesta Property Services Inc.	Prime subscription, gym towels, event decorations		2,484.02	64,922.36
01/08/2021	1175	Victoria's School of Dance, LLC	Dance Classes November and December 2020		1,143.00	63,779.36
01/08/2021	1176	Welch Tennis Courts, Inc.	Drag Broom and Net		887.95	62,891.41
01/11/2021		Bank United	Funds Transfer		2,800.00	60,091.41
01/11/2021	ACH011121	Clover App Market	Service Charge - Jan		34.90	60,056.51
01/13/2021	1177	Vesta Property Services Inc.	Vesta srvcs. Aug, Oct-Dec		101,780.04	-41,723.53
01/13/2021		Harbor Bay CDD	Contribution from GF	23,066.00	101,700.04	-18,657.53
01/13/2021		Harbor Bay CDD	Contribution from GF	23,066.00		4.408.47
01/20/2021	1178	Cintas	Operating Supplies - Cafe	23,000.00	330.00	4,408.47
	1178		Dance Classes January		423.00	3,655.47
01/20/2021	TAX103120	Victoria's School of Dance, LLC Florida Department of Revenue	Oct 2020 Sales Tax			
01/20/2021					698.91	2,956.56
01/20/2021	TAX113020	Florida Department of Revenue	Nov 2020 Sales Tax		470.34	2,486.22
01/20/2021	TAX123120	Florida Department of Revenue	Dec 2020 Sales Tax	A 10	260.40	2,225.82
01/31/2021		Bank United	Interest	3.12		2,228.94
1/31/2021				46,135.12	113,403.87	2,228.94

EXHIBIT 22

#### HARBOR BAY CDD EVERGREEN FUND CHECK REGISTER FY2021

DATE	CHECK NO.	PAYEE		Deposit	Payment	Balance
EVERGREEN FUND EOY TOTAL						81,561.16
10/22/2020	1030	Kevin D. Withey	Off Duty Water Patrols - Evergreen - 9/24 and 9/28		540.00	81,021.16
10/31/2020		Bank United	Interest	6.94		81,028.10
10/31/2020		EOM BALANCE BANK UNITED		6.94	540.00	81,028.10
11/05/2020	1031	Kevin D. Withey	Off Duty Water Patrols - Evergreen -10/22 and 10/27		540.00	80,488.10
11/05/2020	1032	Scott E. Jones	Off Duty WaterPatrols - Evergreen 10/16 and 10/26		540.00	79,948.10
11/19/2020	1033	Hillsborough County Sheriffs Office	Admin Boat Fees 10/2020		220.00	79,728.10
11/30/2020		Bank United	Interest	6.60		79,734.70
11/30/2020		EOM BALANCE BANK UNITED		6.60	1,300.00	79,734.70
12/04/2020	1034	Kevin D. Withey	Off Duty Water Patrols - Evergreen -11/10 and 11/19		540.00	79,194.70
12/04/2020	1035	Scott E. Jones	Off Duty WaterPatrols - Evergreen 11/16 and 11/25		540.00	78,654.70
12/12/2020	1036	Hillsborough County Sheriffs Office	Admin Boat Fees 11/2020		220.00	78,434.70
12/28/2020	1037	Kevin D. Withey	Off Duty Water Patrols - Evergreen -12/16 and 12/21		540.00	77,894.70
12/28/2020	1038	Nauti-Divers	Boat Lift Sling		2,660.00	75,234.70
12/28/2020	1039	Scott E. Jones	Off Duty WaterPatrols - Evergreen 12/11 and 12/22		540.00	74,694.70
12/31/2020		Bank United	Interest	6.69		74,701.39
12/31/2020		EOM BALANCE BANK UNITED		6.69	5,040.00	74,701.39
01/09/2021	1040	Hillsborough County Sheriffs Office	Admin Boat Fees 12/2020		220.00	74,481.39
01/31/2021		Bank United	Interest	6.37		74,487.76
1/31/2021		EOM BALANCE BANK UNITED		6.37	220.00	74,487.76

EXHIBIT 23

#### HARBOR BAY CDD SEAWALL FUND CHECK REGISTER FY2021

	CHECK					
DATE	NO.	PAYEE		Deposit	Payment	Balance
SEAWALL FUND EOY TOTAL						20,563.03
10/31/2020		Bank United	Interest	1.74		20,564.77
10/31/2020		EOM BALANCE BANK UNITED		1.74	0.00	20,564.77
11/24/2020	1058	Mills Paskert Divers			11,711.27	8,853.50
11/30/2020		Bank United	Interest	1.69		8,855.19
11/30/2020		EOM BALANCE BANK UNITED		1.69	0.00	8,855.19
12/31/2020			Interest	0.85		8,856.04
12/31/2020		EOM BALANCE BANK UNITED		0.85	0.00	8,856.04
01/08/2021	1059	Mills Paskert Divers	Legal Counsel thru 10/31/20		275.30	8,580.74
01/20/2021	1060	Corey Maysles	Seawall minor repair		350.00	8,230.74
01/31/2021		Bank United	Interest	0.74		8,231.48
1/31/2021		EOM BALANCE BANK UNITED		0.74	625.30	8,231.48

EXHIBIT 24

#### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

# REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The unders following propose (Specify here:	signed owner seeks review ed improvement ("Improv	rements");	nmunity Development District of the OR [ ] Boat Lift OR [ ] Othe the following location:	ie er
5301	Wishing A	rch Lane	Apollo Beach Fl 3	3572
Lshaped 4'x 10'x	(41'x 7 main	deck ECO	Piling + Weardeck	decking
tant	Sand colors	10K Gold	den Boat Lift	, 

#### Application Must Include

A. Complete specifications for the dock, mechanical lift or applicable option.

B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.

C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.

D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321)263-0132. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

#### I understand and agree as follows:

I have reviewed the Master Dock Plans and the rules and policies of the CDD.

My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable a) dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.

All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may

be amended from time to time	
Property Owner Signature:	,
Property Owner Name: David Tarvel Date:	-
Address: 5301 Wishing Arch Dr	
Address: 5301 Wishing Arch Dr City/State/Zip: Apollo Beach Fl 33572	
Phone Number:	
Contractor Signature:	·
Contractor Name: Land of Sea Masters Date:	
906 Apollo Beach BLVD	
City/State/Zip: Apollo Beach FL 33572	
Phone Number: 813-645-3625	

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

#### Exhibit 1

#### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

250 International Parkway, Suite 280, Lake Mary, Florida 32746
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

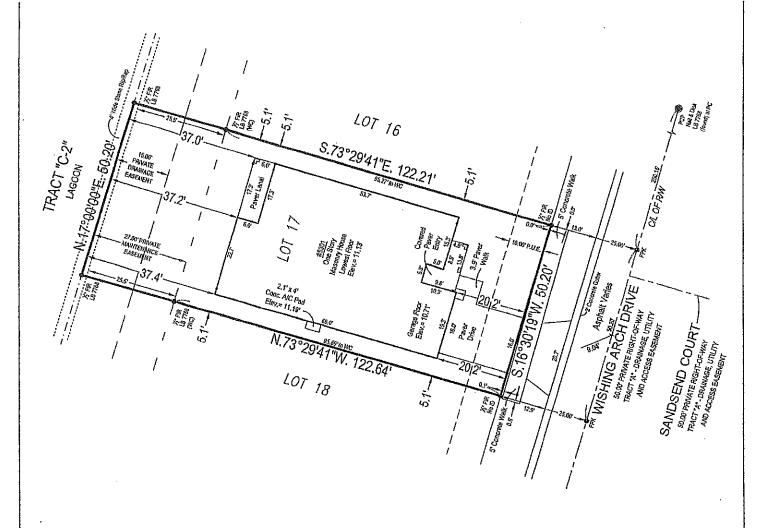
The undersigned ("Owner") represent that they are the owners of record for the property described

below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval. David larver Owner(s) Name(s) \_\_\_\_\_ Lot Street Address 5301 Wishing Arch Dr City, State and Zip Code Apollo Reach FL 33572 Phone Number 630 - 818 - 5628 Phone Number 630 -Lot Tax Folio Number 054191 - 2294 For Lifts being installed, please identify: Contractor Name and License Number Joseph Vath SCC 131151418 Contractor Phone Number 813-917-9926 (Attach Certificate of Insurance from Contractor) \_\_\_\_ Expected Completion Date: \_\_\_ Expected Start Date: \_\_\_ This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift). 1-25-2021 Date: Owner Signature: Date: Co-Owner Signature: Date:\_ Received by: Harbor Bay Community Development District For Office Use Only APPROVED \_\_\_DISAPPROVED \_\_\_ Explanation for Disapproval (if applicable):

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to ns. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

RECOMMENDATION OF DISTRICT ENGINEER:  Approved as submitted  [] RECOMMEND APPROVAL, contingent on:			
[ ] RECOMMEND DENIAL because			
CDD BOARD APPROVAL:			
[ ] APPROVED, contingent on:			
NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).			
[ ] DENIED because			



LEGEND:

LEGEND:

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- WATER METER - YMATER VALVE HAIS A TACK SET Ø .UIRITYPOLE

VERTICAL DATUM NOTE: THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVO 1988.

<u>. HOIEE.</u> 1. NO IRDESCROUND PISTALLAIXIN OR RUNGVILLEHIS DAVE BEHT ROCALITY EXCOU (HOSE XICYMENEREOR.

S, LANDINARY ENGRITHRIG & SURVETING CORPORATIONS CERTIFICATE OF AUTHORIZATION SURVERS TO FROM THE SURVEYING SERVICES BEBINS.

S. NO BISTRIMENTS OF RECORD REFLECTRO EASEMENTS, MIGHT OF RECORD REFLECTRO EXCEPT AS SHOWN HEREON.

6146

Total Lot Area in

Square Feet ±



David E. Tarver & Laura A. Tarver; On Q Financial; Fidelity National Title of Florida, Inc. This Survey Certified To:

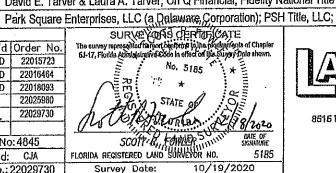
Survey Date:

SIONS Dwn. Ck'd Description Date AID 5/07/20 WEN Lot & Building Stakeout Foundation Survey 5/12/20 JAR AID Foundation Survey 6/10/20 JAR AID 12/04/20 CAS Final Survey 12/17/20 CAS Recertification Be.

Drown: C. Zang

March 08, 2020 Checked: Original No.: 22013193

Client No: 4845 CJA Current No.: 22029730



**Engineering & Surveying Corporation** 

8516 Palm River Road (813) 621-7841 www.lesc.com Tempa, Florida 33619 (819) 664-1892 (fax) L.B. # 3913

Sec.: 29

Twp.: 318

Rge,: 19 E

Consideration: \$3,500.00

Documentary Stamps Paid: \$24.50

Prepared by and when Recorded return to:

Shutts & Bowen LLP Tirso M. Carreja, Jr., Esq. 4301 W. Boy Scout Boulevard Suite 300 Tampa, Florida 33607

# DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS FOR LOT 17 PARCEL 8 PER PLAT BOOK 137, PAGE 176-184, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this \_\_\_\_\_ day of January, 2021, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 17, MiraBay Parcel 8, according to the plat thereof (the "Plat") recorded in Plat Book 137, Page 176-184, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

#### RECITALS

- A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.
- B. Park Square is the fee simple record owner of **TRACT "C-2"** shown and described on the Plat (the "**Tract**").
- C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

### ARTICLE I EASEMENT FOR DOCK STRUCTURE

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings

on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

### ARTICLE II EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

### ARTICLE III APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

### ARTICLE IV COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property

within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

- 2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.
- The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

#### ARTICLE V MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURES PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered in the presence of:	PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company
Mais Willowe Print Name: Maria Wallace Barhan DiRose Print Name: BARBARA DiRose	By:  Name:  Sang Lee  Title:  Division President  Date:  1 22 2
STATE OF FLORIDA )	
COUNTY OF: Hillsborough }	•
certify that Sang Lee appeared before me this da notarization and is either to persona	
Division President of PARK SQUARE ENTERPRISE that he, as Division President, being authorized to debehalf of PARK SQUARE ENTERPRISES, LLC, a I	ES, LLC, a Delaware limited liability company, and o so, executed this Dock Easement Declaration on
(AFFIX NOTARY SEAL) Print	ry Public — State of Florida Name: Hara Wallace Commission Expires: 8/4/2024

#### JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached. WITNESSES: Print Name: David E. Tarver au<del>ra A</del>. Tarver Address: 5301 Wishing Arch Drive Print Name: Apollo Beach, Florida 33572 STATE OF FLOR COUNTY OF ace \_, a Notary Public for said County and State, do hereby certify that David E. Tarver appeared before me this day by means of physical presence or □ online notarization either and personally known to me or as identification and acknowledged that he, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenings and Restrictions. MARIA WALLACE Notary Public - State of Florida Notary Public - State of Florida Print Name: Haria VI Commission # HH 028041 Any Commis Explices Aug 4, 2024 Bonded through National Notary Assn. My Commission Expires: STATE OF FLORIDA COUNTY OF What lace, a Notary Public for said County and State, do hereby certify that Laura A. Tarver appeared before me this day by means of physical presence or online notarization either and personally known to me or as identification and acknowledged that she, being authorized to do so, executed this Joinder and Consent of Awner to Dock Easement, Covenants and Restrictions. Notary Public - State of Flor Print Name: Wayla

My Commission Expires:

(AFFIX NOTARY SEAL)

MARIA WALLACE lotary Public - State of Florida Commission # HH 028041 My Comm. Expires Aug 4, 2024 Bonded through National Notary Assn. This instrument was prepared by and upon recording should be returned to:

District Counsel, Harbor Bay CDD HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300

Tallahassee, Florida 32301

(This space reserved for Clerk)

Parcel ID for Property: U 29 31 19 col 000000 00017.0

#### LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this day of January, 2021, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes; and

David Tavver and 5301 Wishing Arch Dr (together, "Owner"), the fee simple owners of the "Property" identified as:

| Document | Docu

#### WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

- 1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
- 2. License for Installation & Maintenance of Lift; Limitation. Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of

installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

### 3. Owner Responsibilities. Owner has the following responsibilities:

a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.

b. Owner shall use a licensed and insured contractor to perform any installation and

maintenance work pursuant to this Agreement.

c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.

d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift is conducted in compliance with all applicable laws, rules, and regulations, including,

but not limited to, building codes and set back requirements.

e. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("Association") and any other necessary legal interests and approvals.

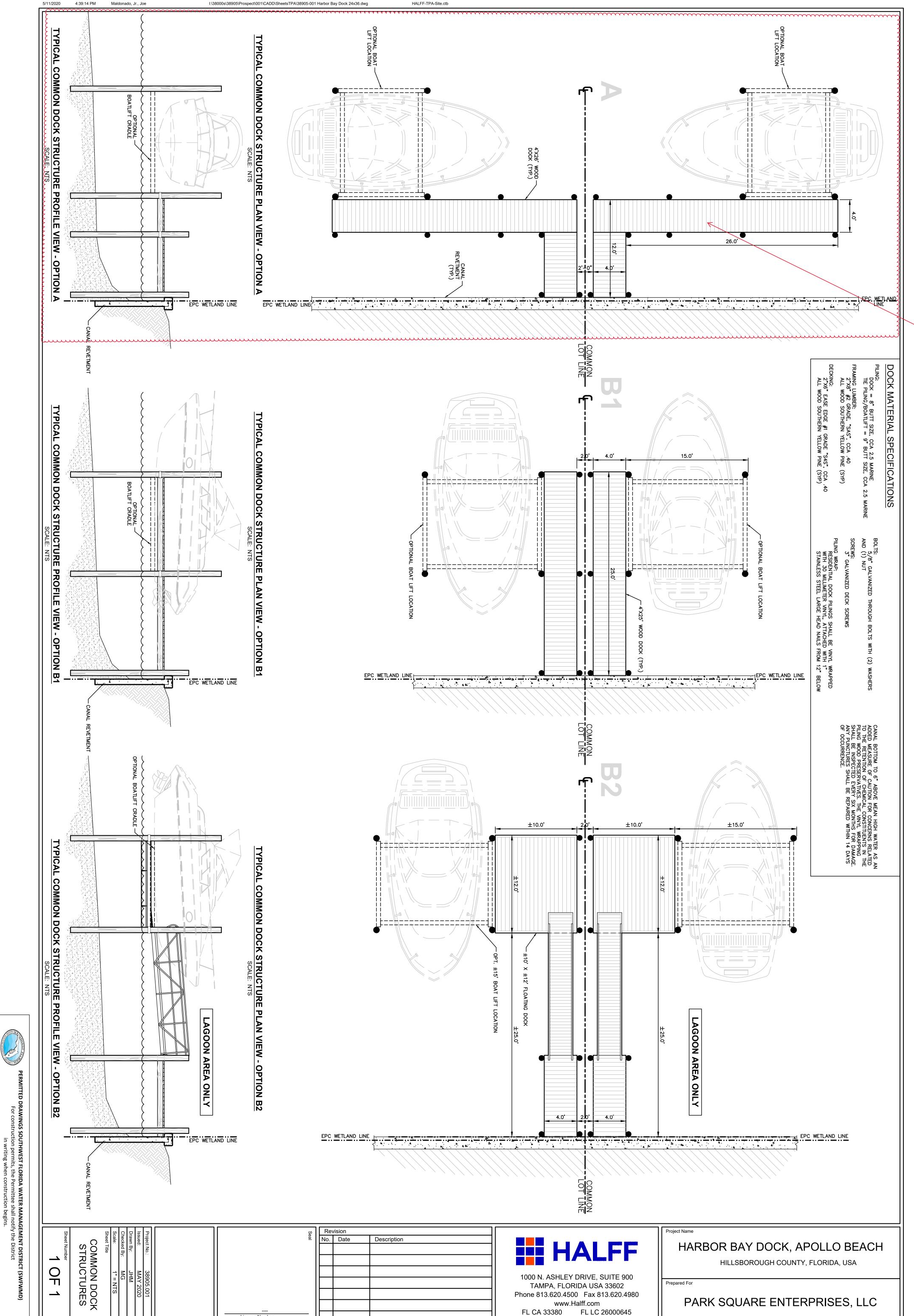
g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

- 4. Existing Rights. Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner's expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.
- 5. **Indemnification**. Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

- 6. Covenants Run with the Land. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.
- 7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD 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 law, 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.
- 8. Attorney's Fees & Costs. The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.
- 9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]



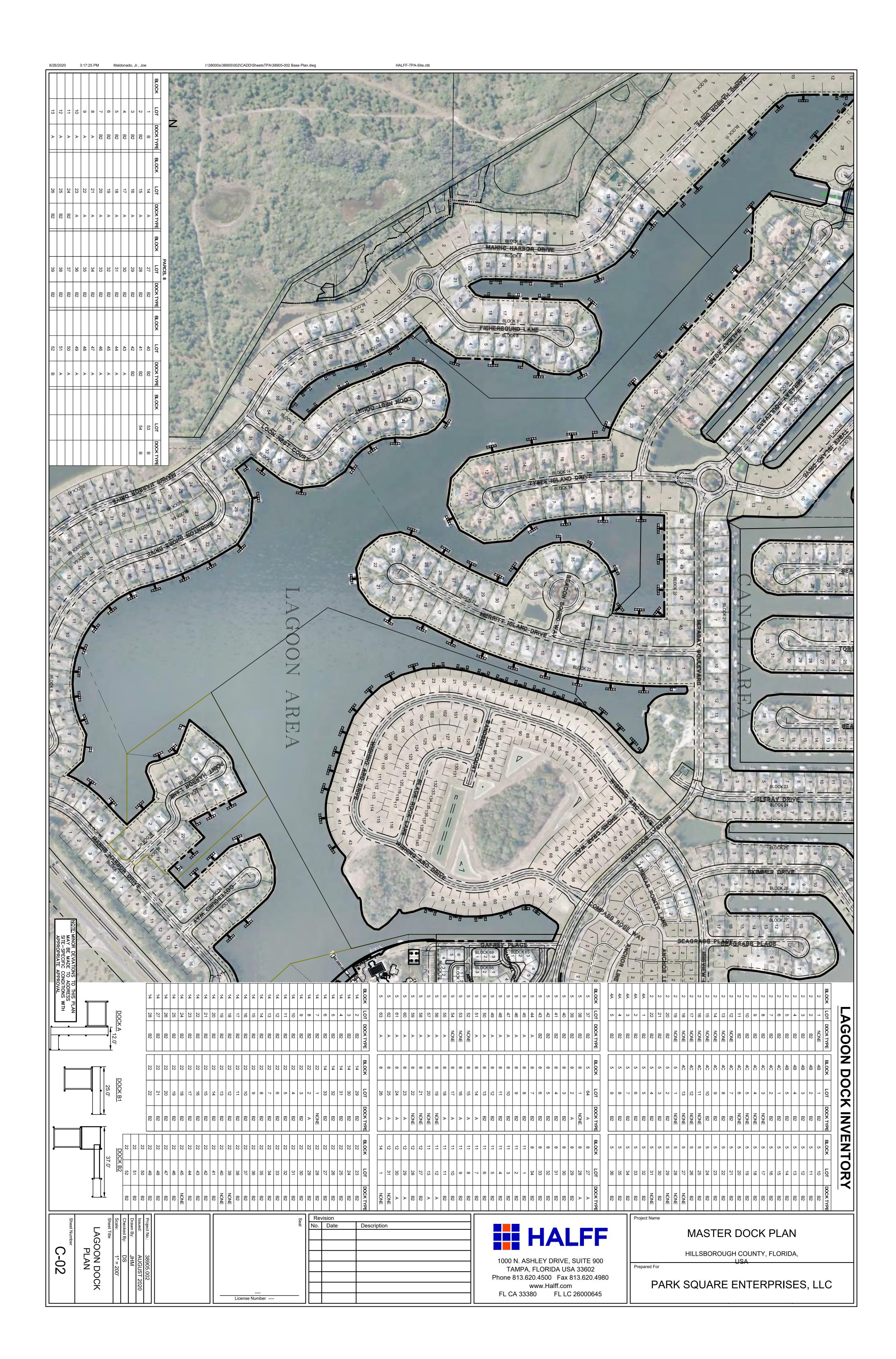


License Number -

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2020

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy certain policies may require an endorsement. A statement on											
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	DUCER	•			NAME: LIGH ST. NO. 18 PHONE (A/C, No): (813) 684-9230 (A/C, No. 5xt): (813) 684-9230				84-9230		
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FL 33511-8127			INSURER A: ARGONAUT INSURANCE CO								
BRANDON . FE SUSTITIONERS				INSURER B: MERCURY INSURANCE COMPANY							
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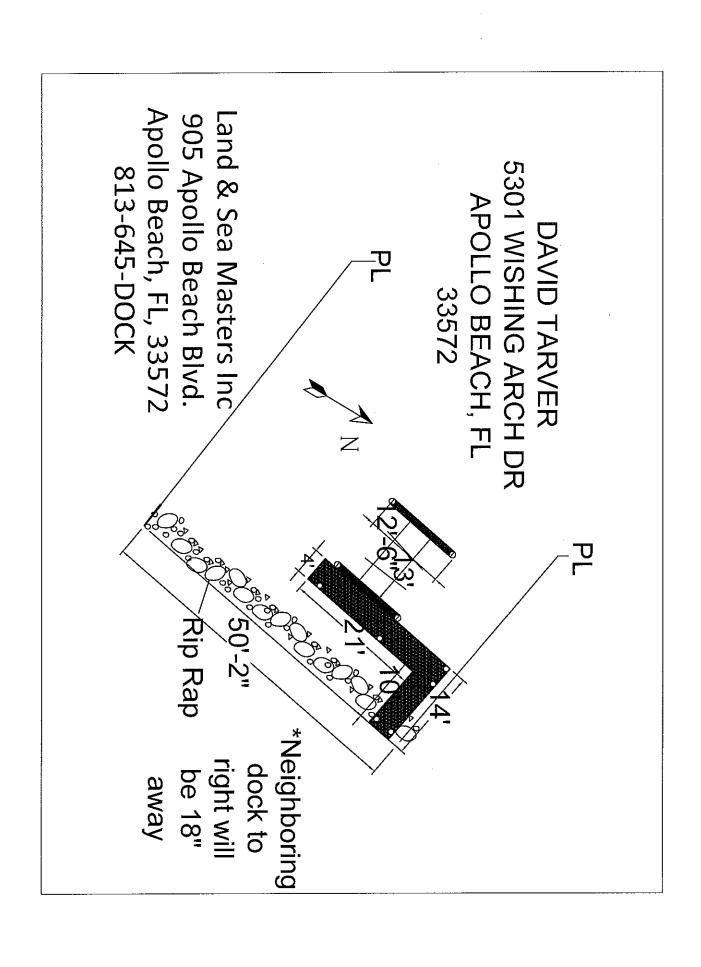


EXHIBIT 25

#### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

## REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

Community Development District of the
Dock OR [✓] Boat Lift OR [ ] Other
), at the following location:

#### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plan ("Dock Plan") and Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time). The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jroethke@rizzetta.com,\_\_\_ 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

a) I have reviewed the Dock Plan and the rules and policies of the CDD.

- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the Dock Plan, 2) the type of dock I propose is shown on the Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

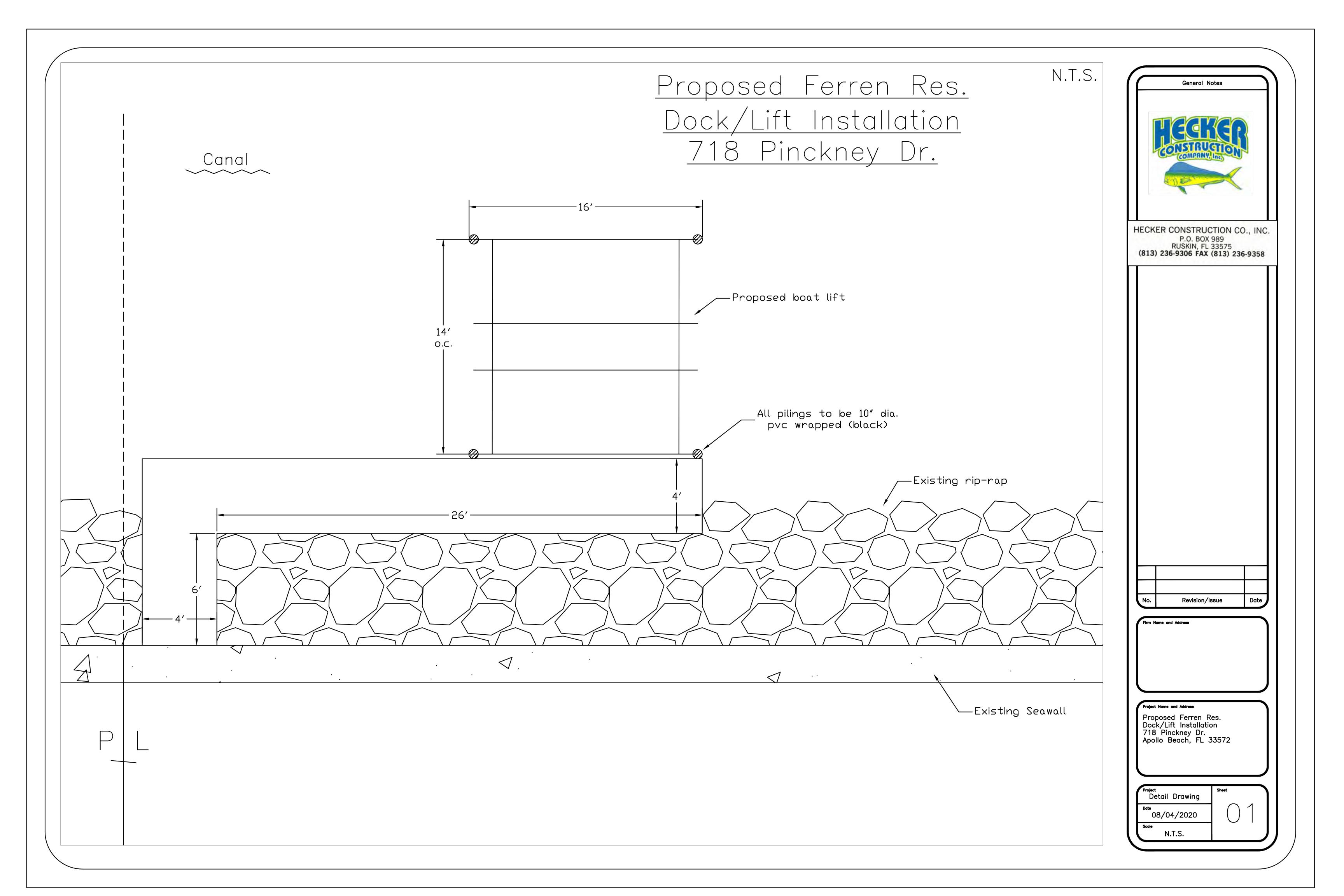
I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature: X	
Property Owner Name: John Ferren	Date: 08/03/2020
Address; 718 Pinckney Dr.	
City / State / Zip: Apollo Beach/FL/33572	
Phone Number: (813) 389-1934	

Contractor Signature:		
Contractor Name: Hecker Construction Company, Inc.	Date: 08/03/2020	
Address: P.O. Box 989		
City / State / Zip: Ruskin/FL/33575		
Phone Number: (813) 236-9306		
Phone Number; (813) 236-9306		

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

RECOMMENDATION OF DISTRICT ENGINEER:  RECOMMEND APPROVAL, contingent on:	Receiving an updated recorded easement that matches the drawing provided. And obtaining a copy of the port authority permit prior to starting construction.
[ ] RECOMMEND DENIAL because	
CDD BOARD APPROVAL:	
[ ] APPROVED, contingent on:	
NOTE: If this is for a Personal Water Craft lift locate the Canal Wall Connection Application; and (2) the L see the attached Exhibit 1, incorporated by this License Agreement (Personal Watercraft Lift).	icense Agreement (Personal Watercraft Lift). Please
[ ] DENIED because	



Instrument #: 2020538870, Pg 1 of 6, 12/18/2020 10:53:20 AM DOC TAX PD(F.S. 201.02) \$24.50, Deputy Clerk: WCRUZ Pat Frank, Clerk of the Circuit Court Hillsborough County

> Easement is for a 12'x12' lift. Drawing sent shows a 14'x16' lift. Resident is required to purchase additional easement to accommodate the lift. Owner is in the process of purchasing additional easement and will provide when recorded and prior to construction

Consideration: \$3,500.00 Documentary Stamps Paid: \$24.50

Prepared by and when Recorded return to:

Shutts & Bowen LLP Tirso M. Carreja, Jr., Esq. 4301 W. Boy Scout Boulevard Suite 300 Tampa, Florida 33607

### ERTIFIEL DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS FOR LOT 18, BLOCK 18 MIRABAY PHASE 2A-3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 105, PAGE 12 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 10 day of , 2020, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited December liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 18, Block 18, MiraBay Phase 2A-3, according to the plat thereof (the "Plat") recorded in Plat Book 105, Page 12, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

#### **RECITALS**

- The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.
- Park Square is the fee simple record owner of TRACT "C-3" shown and described on the Plat (the "Tract").
- The Tract contains a canal (the canal sometimes being referred to herein as the C. "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

#### **ARTICLE I** EASEMENT FOR DOCK STRUCTURE

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock UNCERTIFIEC Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and ERTIFIEL ERTIFIEL

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replace pilings on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "**Dock Easement Area**"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

### ARTICLE II EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

### ARTICLE III APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

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#### ARTICLE IV **COVENANTS AND RESTRICTIONS**

- COPY TIFIE! OPY PIFIEL The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.
  - The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.
  - The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, 3. as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' noncompliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

#### ARTICLE V **MISCELLANEOUS**

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in OPYTIFIEL connection with such proceeding. This Dock Easement Declaration shall constitute covenants and

SERTIFIEL

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INCERTIFIEL INCERTIF NCERTIE IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered in the presence of:

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company

Print Name:

Date:

BUNDALARA

By: Name: Sang Lee

> **Division President** Title: 12.10.2020

> > VCERTIFIEL

CERTIFIEL

STATE OF FLORIDA

COUNTY OF: 4/1/Shorory L

\_\_\_, a Notary Public for said County and State, do hereby I, Margaret M. Gabel certify that Sang Lee appeared before me this day by means of ∠ physical presence or □ online notarization and is either personally known to me or produced as identification and acknowledged that he is the Division President of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, and that he, as Division President, being authorized to do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a Delaware

limited liability company.

MARGARET M GABEL Notary Public - State of Florida Commission # HH 52794 My Comm. Expires Oct 12, 2024 Bonded through National Notary Assn.

NCERTIFIEL (AFFIX NOTARY SEAL)

UNCERTIFIED

Notary Public - State of Florida

CERTIFIEL

Print Name: Margaret

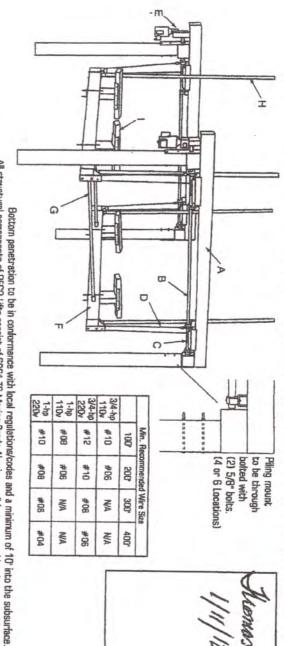
My Commission Expres: 10-21-

### UNCERTIFI JOINDER AND CONSENT OF OWNER(S)

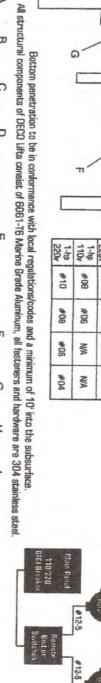
UNCERTIFIEL UNCERTIFIEL The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

WITNESSES:	OWNER:	Su/	UNIO	
Levelle Vania	VCED.		CED	
Print Name: Lynettel D. Harris	John Ferren,	as Trustee of the Jo	ohn and Sandra	7/6.
Land Glass	Ferren Revo	cable Trust dated F	ebruary 2, 2018	TET
Print Name: Led & Wils, a				10
Print Name: Un H. D. HARLS	me	lu feller	Tohu and	
Print Name: Lynt D. Huni		en, as Trustee of the en Revocable Trust		
1 de Vidan	2, 2018	en Kevocable II ust	dated February	
Print Name: David 6 Wilson	Address:	718 Pinckney Dr	ive	
77/2	Addiess.	Apollo Beach, FI	L 33572	7/~
STATE OF FLORIDA, COUNTY OF HILLS BONDUX	1/1/			TIFIEL
Signition Hami	a Notary Public fo	r said County and Sta	ate do hereby certify	1
that John Ferren, as Trustee of the John	and Sandra Ferren Rev	vocable Trust dated	i February 2, 2018	
appeared before me this day by means of	ohysical presence or □ onli	ne notarization and is	s either 🗗 personally	
known to me or produced	John Lucken	as	identification and	
acknowledged that he, being authorized to do	so, executed this Joinder a	and Consent of Owne	er to Dock Easement,	
Covenants and Restrictions.	VCA. A	1	· 'VC'^.	
LYNETTE D. HARRIS	Signitish	) Man. (	CA.	
* Commission # GG 916447	Notary Public – Sta		<del>'Ubi '+</del> /	
Expires October 27, 2022	Print Name:		nocis	1//
(AFFIXOFF A Banded Thru Bodget Notary Services	My Commission Ex		2023	, ()
	•	<b>O</b>		
STATE OF FLORIDA				
COUNTY OF Hill Shorough				
1. Lyndy & Jane	, a Notary Public fo	r said County and Sta	ate, do hereby certify	
that Sandra Ferren, as Trustee of the Joh	n and Sandra Ferren Re	evocable Trust date	d February 2, 2018	
appeared before me this day by means of a	physical presence or   onli	ine notarization and i	is either <del>□ personally</del>	
known to me or produced	Andra Ferren		identification and	<b>&gt;</b> ,.
acknowledged that he, being authorized to d	o so, executed this Joinder a	and Consent of Owne	er to Dock Easement,	151
Covenants and Restrictions.	. 0 16	·		1/2/
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	Notary Public - Sta	ate of Florida		
(AFFIX NOTARY SEAL)	Print Name: 44	ntte D. HA	HKKUS	
	My Commission E	xpires: 10 - 1	27.2023	
LYNETTE D. HARRIS	Ά,		$U_{\Lambda}$ ,	
Commission # GG 916447 Expires October 27, 2023	VO		1VO	
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# DECO Engineering Specs: Concept CRS - 2 Motor Lifts



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	Lift Capacity	Upper Beams	Drive Shafts	Winders	Cables	Cable Spread	Motors HP Voltage (TENV)	Gear	Lower	Spanner Pipes	Guide	Chocks	Bunk Boards	In. of Lift/Min.	Piling (Qty) Size
	4,000	4" x 4" Box 1/4" Thick 10'	1.5* Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90" .	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x4" Box .25" Thick 10'	1.5" Alum. Sch. 40 6'2"	80*	Small - 16°	2"x8" 10' Lg.	48" / Min.	_
	6,000	4" x 6" Box 1/4" Thick 12'	1.5" 8ch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Box .25" Thick 11'	1.5" Alum. Sch. 40 7'2"	80°	Small or Med 16°	2"x10" 12"Lg.	48" / Min.	(4) 8"-10"
	10,000	4" x 6" Bax 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Bax .25" Thick 12"	1.5" Alum. Sch: 40 9'2"	80"	Small or Med	2"x10" 12" Lg.	24" / Min.	(4) 8"-10"
	13,000	4" x 8" Box 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16* S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	300 to 1	4"x8" Box .25" Thick 12'6"	1.5" Alum. Sch. 40 9'2"	120"	Large-16° or 24°	2"x10" 14" Lg.	24" / Min.	(4) 8"-10"
	16.000	4" x 8" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 2 Part	138"	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" 8ax .25" Thick +.75"x3" (1) FB - 14"	1.5" Alum. Sch. 40 11'2"	120"	Large-16° or 24°	3"x10" 16" (g.	24" / Min.	(4) 10°-12"
-	20,000 4 Piling	4" x 12" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4°x8" Box .25° Thick +.75°x3° (2) FB - 15'	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16" Lg.	16" / Min.	12: (4)
	20,000 6 Piling	4" x 8" Box 1/4" Thick 16'	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/18" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" Box 25" Thick 175"x3" (2) FB - 15"	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16' Lg.	18" / Min.	(6) .

DECO Power Lift, Inc., 1041 Harbor Lake Dr., Safety Harbor, FL 34695 800-204-4178 www.decoboatlift.com

RENEWAL Receipt Fee Hazardous Waste Surcharge Law Library Fee 92226 **EXPIRES SEPTEMBER 30, 2020** Employees Employees 2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT 090.032003 MARINE CONSTRUCTION 280.000111 PUBLIC SERVICE OCC. CODE

40.00

CGC1522930,

ACCOUNT NO.

HECKER CONSTRUCTION CO INC

HECKER CONSTRUCTION CO INC

GIBSONTON, FL 33534

12619 N US HWY 41

BUSINESS ... GRANOWICZ VIC

RUSKIN, FL 33575-0989

MAILING

PO BOX 989

Paid 18-658-002113 07/11/2019 80.00

**DOUG BELDEN, TAX COLLECTOR BUSINESS TAX RECEIPT** 

N BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON 4AS HEREBY PAID A PRIVILEGE TAX TO ENGAGE

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.





## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

### GRANOWICZ, VIC

HECKER CONSTRUCTION CO., INC. 12619 S US HIGHWAY 41 GIBSONTON FL 33534

LICENSE NUMBER: CGC1522930

**EXPIRATION DATE: AUGUST 31, 2020** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Harbor Bay Community Development District c/o Rizzetta & Company

12750 Citrus Park Lane, Ste 115 Tampa FL 33625 SHOULD ANY OF THE ABOYE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WHBh.

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AGENCY CUSTOMER ID:	HECKCON-01
LOC#:	

ACORD

### ADDITIONAL REMARKS SCHEDILLE

Page 1 of 1

	ADDITIONAL INFRIA	IVIVO OCITEDOEL
AGENCY The Hilb Group of Florida, LLC		NAMED INSURED Hecker Construction Company, Inc. P.O. Box 989
POLICY NUMBER		Ruskin FL 33575
CARRIER	NAIC CODE	
		EPFECTIVE DATE:
ADDITIONAL REMARKS		
	E A SCUEDUI E TO ACORD FORM	
ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM	NAIC CODE	EFFECTIVE DATE:

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE FORM NUMBER:

Harbor Bay CDD, Cardno, Inc., Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is follow form. A waiver of subrogation applies in favor of the Additional Insureds with respect to worker's compensation, commercial general liability and automobile liability.

ACORD 101 (2008/01)

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EXHIBIT 26

### **Exhibit D**

### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

### REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harb	
following proposed improvement ("Improvements"):	[v] Dock OR [v] Boat Lift OR [ ] Other
(Specify here:	), at the following location:
715 Manns Harbor Dr.	
Apollo Beach, FL 33572	

### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321)263-0132. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature:

Property Owner Name: Jeffrey Schleuning

Address: 715 Manns Harbor Dr.

City / State / Zip: Apollo Beach/FL/33572

Phone Number: (248) 318-6915

Contractor Signature: Hecker Construction Company, Inc.

Date: 01/08/2021

Address: P.O. Box 989

City / State / Zip: Ruskin/FL/33575

Phone Number: (813) 236-9306

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

RECOMMENDATION OF DISTRICT ENGINEER:  APPROVED AS SUBMITTED  PRECOMMEND APPROVAL, contingent on:
[ ] RECOMMEND DENIAL because
CDD BOARD APPROVAL:
[ ] APPROVED, contingent on:
NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).
[ ] DENIED because

Instrument #: 2021040595, Pg 1 of 5, 1/27/2021 5:56:25 AM DOC TAX PD(F.S. 201.02) \$24.50, Deputy Clerk: O Cindy Stuart, Clerk of the Circuit Court Hillsborough County

> Consideration: \$3,500.00 Documentary Stamps Paid: \$24.50

Prepared by and when Recorded return to:

Shutts & Bowen LLP Tirso M. Carreja, Jr., Esq. 4301 W. Boy Scout Boulevard Suite 300 Tampa, Florida 33607

### DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS FOR LOT 24 BLOCK 8 OF PHASE 3C-2 PER PLAT BOOK 104, PAGE 166-174, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

NCERTIFIEL

ERTIFIEL

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this \_\_\_\_\_ day of January, 2021, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 24, Block 8, MiraBay Phase 3C-2, according to the plat thereof (the "Plat") recorded in Plat Book 104, Page 166-174, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

### RECITALS

- The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.
- Park Square is the fee simple record owner of TRACT "C-6" shown and described on the В. 4 Plat (the "Tract").
- The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

### ARTICLE I EASEMENT FOR DOCK STRUCTURE

ERTIFIEL For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is UNCERTIFIED approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are ERTIFIED ERTIFIEL

INCERTIFIEL approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

UNCERT

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

### ARTICLE II EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

### ARTICLE III APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

### ARTICLE IV **COVENANTS AND RESTRICTIONS**

The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property UNCERTIFIEL OPY TIFIEL within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof,

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shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

- 2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.
- The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

### ARTICLE V MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURES PAGE TO FOLLOW)

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UNCERTIFIEL IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered in the presence of:

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company

Print Name: /

By: Name: Sang Lee

Title: **Division President** 

Date:

STATE OF FLORIDA

COUNTY OF: Hillshorough

I, Margaret Gabel , a Notary Public for said County and State, do hereby certify that Sang Lee appeared before me this day by means of physical presence or online notarization is either personally known to produced as identification and acknowledged that he is the Division President of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, and that he, as Division President, being authorized to do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company.

(AFFIX NOTARY SEAL)

COPY TIFIEL

MARGARET M GABEL Notary Public - State of Florida Commission # HH 52794 My Comm. Expires Oct 12, 2024 Bonded through National Notary Assn. Notary Public State of Florida

Print Name: Margaret M. Gape

My Commission Expires! 10-12

VCERTIFIED

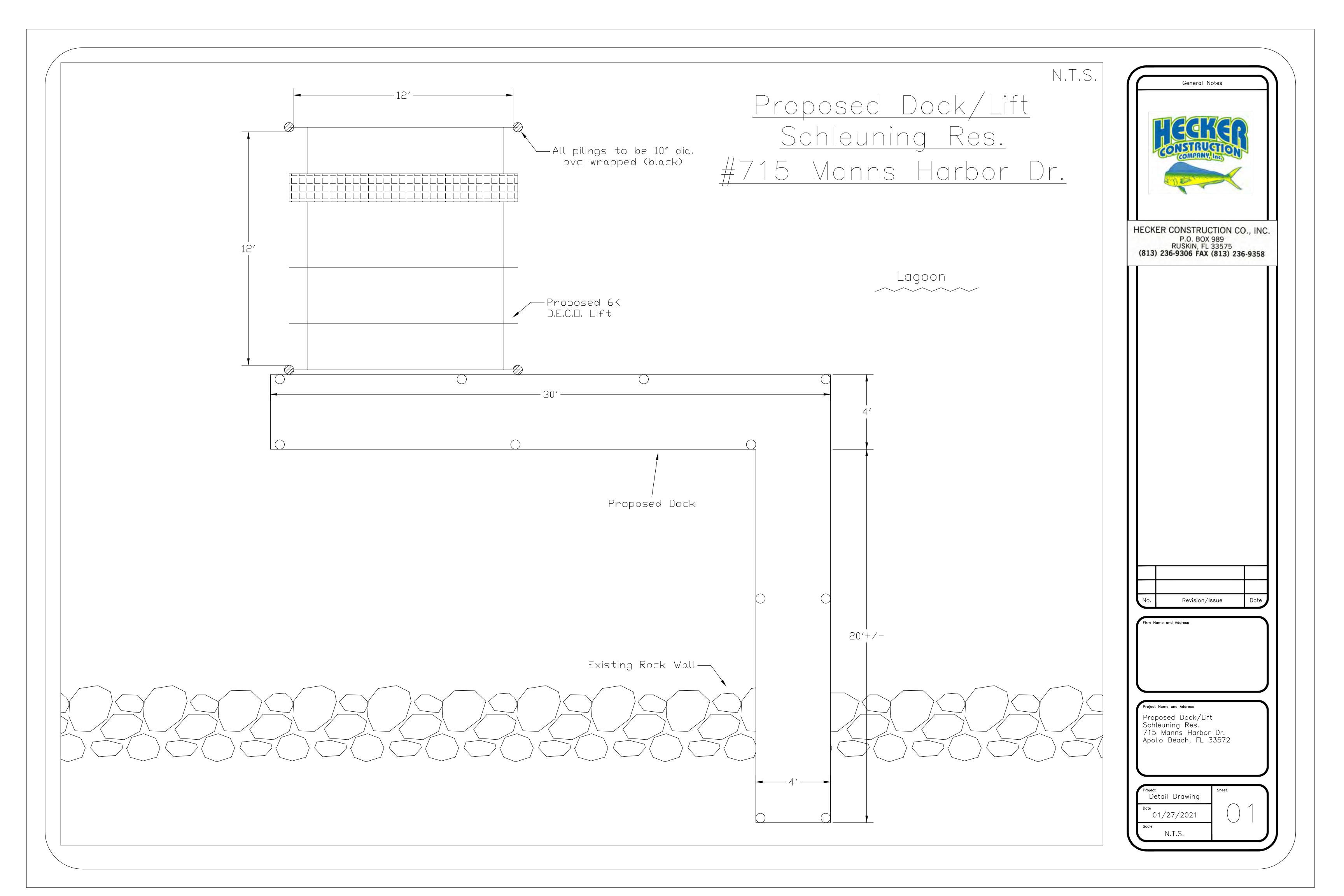
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### UNCERTIF JOINDER AND CONSENT OF OWNER(S)

COPY TIFIEL UNCERTIFIEL The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

,	WITNESSES:	Un,	OWNER:	Uni	
C <sub>k</sub>	Print Name: Randy Force  Lou Kirchne  Print Name: Lou Kirch	hner	Jeffrey A. Schleuning Date: 1/2/2021		
CE	Print Name: Randy Force  Low Kinchner  Print Name: Low Kirce	hne	Address: 715 Mar	nns Harbor Drive Beach, FL 33572	
	STATE OF MICHIGAN COUNTY OF		Apono I	Seach, P.L. 33372	
CE		re me this day by more produced	eans of physical presence of executed this Joinder and Court Rule Rule Public - State of Michigan	as identification Consent of Owner to Dock  Occupants  Bella	
Cz L	I, Lean DiRel  R. Dreyfus-Schleuning appeared before is either personally known to me or and acknowledged that she, being a Easement, Covenants and Restrictions	, a Notary Purpose me this day by reproduceduthorized to do so,	neans of   physical presence	as identification	
$\smile$ $\land$	(AFFIX NOTARY SEAL)  Leann DIBella ary Public, State of Michigan County of Macomb Commission Expires Sep. 11, 2026 in the County of Macomb	Print My (	ry Public – State of Michigan Name: Leann Din Commission Expires: 9	Bella 11 (2025)	
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RENEWAL Receipt Fee Hazardous Waste Surcharge Law Library Fee 92226 **EXPIRES SEPTEMBER 30, 2020** Employees Employees 2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT 090.032003 MARINE CONSTRUCTION 280.000111 PUBLIC SERVICE OCC. CODE

40.00

CGC1522930,

ACCOUNT NO.

HECKER CONSTRUCTION CO INC

BUSINESS ... GRANOWICZ VIC

HECKER CONSTRUCTION CO INC

GIBSONTON, FL 33534

12619 N US HWY 41

RUSKIN, FL 33575-0989

MAILING

PO BOX 989

Paid 18-658-002113 07/11/2019 80.00

**BUSINESS TAX RECEIPT** 

N BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON 4AS HEREBY PAID A PRIVILEGE TAX TO ENGAGE

DOUG BELDEN, TAX COLLECTOR 813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.





## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

### GRANOWICZ, VIC

HECKER CONSTRUCTION CO., INC. 12619 S US HIGHWAY 41 GIBSONTON FL 33534

LICENSE NUMBER: CGC1522930

**EXPIRATION DATE: AUGUST 31, 2020** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Harbor Bay Community Development District c/o Rizzetta & Company

12750 Citrus Park Lane, Ste 115 Tampa FL 33625 SHOULD ANY OF THE ABOYE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WHBh.

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AGENCY CUSTOMER ID:	HECKCON-01
LOC#:	

ACORD

### ADDITIONAL REMARKS SCHEDILLE

Page 1 of 1

	ADDITIONAL INFRIA	IVIVO OCITEDOEL
AGENCY The Hilb Group of Florida, LLC		NAMED INSURED Hecker Construction Company, Inc. P.O. Box 989
POLICY NUMBER		Ruskin FL 33575
CARRIER	NAIC CODE	
		EPFECTIVE DATE:
ADDITIONAL REMARKS		
	E A SCUEDUI E TO ACORD FORM	
ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM	NAIC CODE	EFFECTIVE DATE:

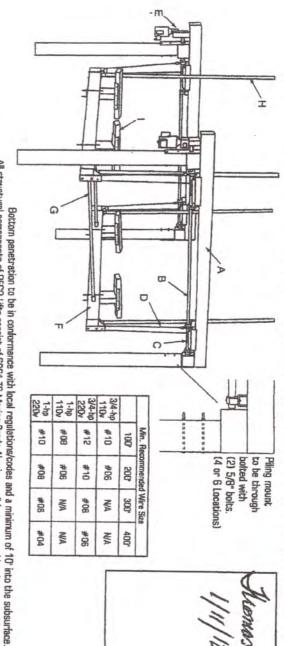
FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE FORM NUMBER:

Harbor Bay CDD, Cardno, Inc., Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is follow form. A waiver of subrogation applies in favor of the Additional Insureds with respect to worker's compensation, commercial general liability and automobile liability.

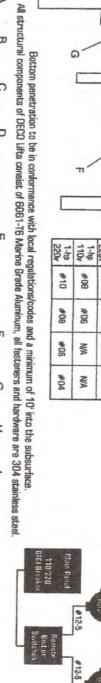
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© 2008 ACORD CORPORATION. All rights reserved.

# DECO Engineering Specs: Concept CRS - 2 Motor Lifts



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	Lift Capacity	Upper Beams	Drive Shafts	Winders	Cables	Cable Spread	Motors HP Voltage (TENV)	Gear	Lower	Spanner Pipes	Guide	Chocks	Bunk Boards	In. of Lift/Min.	Piling (Qty) Size
	4,000	4" x 4" Box 1/4" Thick 10'	1.5* Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90" .	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x4" Box .25" Thick 10'	1.5" Alum. Sch. 40 6'2"	80*	Small - 16°	2"x8" 10' Lg.	48" / Min.	_
	6,000	4" x 6" Box 1/4" Thick 12'	1.5" 8ch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Box .25" Thick 11'	1.5" Alum. Sch. 40 7'2"	80°	Small or Med 16°	2"x10" 12"Lg.	48" / Min.	(4) 8"-10"
	10,000	4" x 6" Bax 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Bax .25" Thick 12"	1.5" Alum. Sch: 40 9'2"	80"	Small or Med	2"x10" 12" Lg.	24" / Min.	(4) 8"-10"
	13,000	4" x 8" Box 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16* S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	300 to 1	4"x8" Box .25" Thick 12'6"	1.5" Alum. Sch. 40 9'2"	120"	Large-16° or 24°	2"x10" 14" Lg.	24" / Min.	(4) 8"-10"
	16.000	4" x 8" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 2 Part	138"	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" 8ax .25" Thick +.75"x3" (1) FB - 14"	1.5" Alum. Sch. 40 11'2"	120"	Large-16° or 24°	3"x10" 16" (g.	24" / Min.	(4) 10°-12"
-	20,000 4 Piling	4" x 12" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4°x8" Box .25° Thick +.75°x3° (2) FB - 15'	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16" Lg.	16" / Min.	12: (4)
	20,000 6 Piling	4" x 8" Box 1/4" Thick 16'	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/18" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" Box 25" Thick 175"x3" (2) FB - 15"	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16' Lg.	18" / Min.	(6) .

DECO Power Lift, Inc., 1041 Harbor Lake Dr., Safety Harbor, FL 34695 800-204-4178 www.decoboatlift.com

EXHIBIT 27

### **Exhibit D**

### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

### REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harb	
following proposed improvement ("Improvements"):	[ ] Dock OR [ ] Boat Lift OR [ ] Other
(Specify here:	), at the following location:
431 Mirabay Blvd.	
Apollo Beach, FL 33572	

### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321)263-0132. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the Dock Plan, 2) the type of dock I propose is shown on the Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature:  Property Owner Name: Mohamed Aboul-Ezz	Date: 12/18/2020
Address: 431 Mirabay Blvd.	
City / State / Zip: Apollo Beach/FL/33572	
Phone Number: (440)478-2246	

Contractor Signature:		-
Contractor Name: Hecker Construction Company, Inc.	Date: 08/03/2020	
Address: P.O. Box 989		
City / State / Zip: Ruskin/FL/33575		_
Phone Number: (813) 236-9306		

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

	Receiving easement that matches
RECOMMENDATION OF DISTRICT ENGINEER:	drawing provided. Copy of the Tampa  Port Authority permit required prior to
	construction start.
[✓ RECOMMEND APPROVAL, contingent on:	one determine
[ ] RECOMMEND DENIAL because	
CDD BOARD APPROVAL:	
[ ] APPROVED, contingent on:	
NOTE: If this is for a Personal Water Craft lift locate the Canal Wall Connection Application; and (2) the Li	
see the attached Exhibit 1, incorporated by this	
License Agreement (Personal Watercraft Lift).	
[ ] DENIED because	





### Fwd: Dock Easement for 431 Mirabay Blvd

3 messages

**Mohamed Aboul-Ezz** <m.aboulezz@gmail.com>
To: Scott Kane <scott.heckerconstruction@gmail.com>

Fri, Dec 18, 2020 at 7:04 AM

Hi Scott,

I emailed the director and this is what she said (see email below).

Thanks and talk soon,

Mohamed A.

----- Forwarded message ------

From: Christine Nargi <christineflhomes@gmail.com>

Date: Fri, Dec 11, 2020 at 2:44 PM

Subject: Re: Dock Easement for 431 Mirabay Blvd To: Mohamed Aboul-Ezz <M.Aboulezz@gmail.com>

Hi there.

Sorry for the delay.

You do not need to purchase easement for dock. That was done when dock was originally installed...

You just need Hecker to fill out boat lift application like he always does and then you send it to the CDD.

Christine Nargi 813-922-1033 christineflhomes@gmail.com

On Thu, Dec 10, 2020, 10:52 AM Mohamed Aboul-Ezz <m.aboulezz@gmail.com> wrote:

Good morning Christine,

Hope you and Tim are doing well.

I just got off the phone with Hecker Construction regarding my boat lift permits and they asked me to find out if I need to purchase any easements for the dock (which is already there when I purchased the house) and for any additional feet from the seawall in order to build a lift for my boat.

The last time we spoke you mentioned you might be able to help get me this information. I've exchanged several emails with Sang Lee but I was never able to get a clear answer as to what I need. I am also getting very mixed information from neighbors who have gone through this so not sure how to proceed.

Thanks so much in advance for all your help.

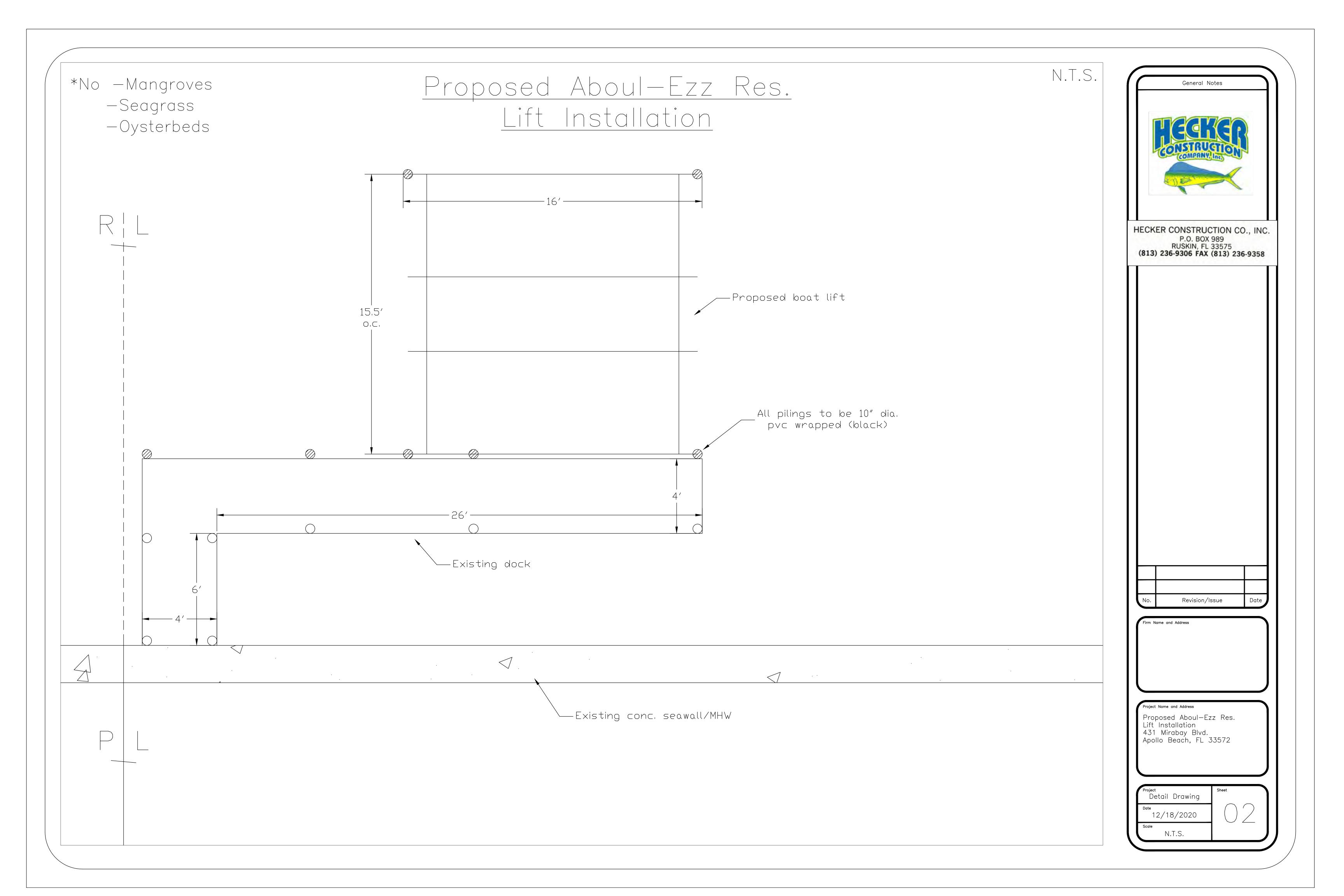
Gmail - Fwd: Dock Easement for 431 Mirabay Blvd

Looking forward to speaking with you soon,

Mohamed Aboul-Ezz 431 Mirabay Blvd, Apollo Beach FL 33572 (440) 478-2246

Fri, Dec 18, 2020 at 7:58 AM

2 of 2



RENEWAL Receipt Fee Hazardous Waste Surcharge Law Library Fee 92226 **EXPIRES SEPTEMBER 30, 2020** Employees Employees 2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT 090.032003 MARINE CONSTRUCTION 280.000111 PUBLIC SERVICE OCC. CODE

40.00

CGC1522930,

ACCOUNT NO.

HECKER CONSTRUCTION CO INC

HECKER CONSTRUCTION CO INC

GIBSONTON, FL 33534

12619 N US HWY 41

BUSINESS ... GRANOWICZ VIC

RUSKIN, FL 33575-0989

MAILING

PO BOX 989

Paid 18-658-002113 07/11/2019 80.00

DOUG BELDEN, TAX COLLECTOR **BUSINESS TAX RECEIPT** 

N BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON 4AS HEREBY PAID A PRIVILEGE TAX TO ENGAGE

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.





## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

### GRANOWICZ, VIC

HECKER CONSTRUCTION CO., INC. 12619 S US HIGHWAY 41 GIBSONTON FL 33534

LICENSE NUMBER: CGC1522930

**EXPIRATION DATE: AUGUST 31, 2020** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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		vater FL 3375		533				E-NAI ADDRESS: daviles@hilbgroup.com						distribution of the second of
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Harbor Bay Community Development District c/o Rizzetta & Company

12750 Citrus Park Lane, Ste 115 Tampa FL 33625 SHOULD ANY OF THE ABOYE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WHBh.

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AGENCY CUSTOMER ID:	HECKCON-01
LOC#:	

ACORD

### ADDITIONAL REMARKS SCHEDILLE

Page 1 of 1

ADDITIONAL INLINA	IVIO OCITEDOEL
	NAMED INSURED Hecker Construction Company, Inc. P.O. Box 989
	Ruskin FL 33575
NAIC CODE	
	EFFECTIVE DATE:
A SCUEDULE TO ACORD FORM	
	NAIC CODE

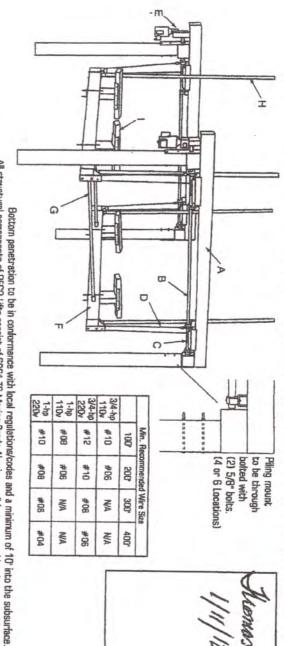
FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE FORM NUMBER:

Harbor Bay CDD, Cardno, Inc., Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is follow form. A waiver of subrogation applies in favor of the Additional Insureds with respect to worker's compensation, commercial general liability and automobile liability.

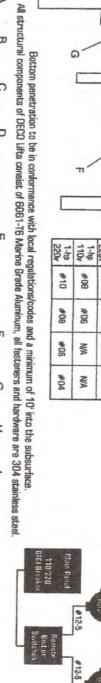
ACORD 101 (2008/01)

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# DECO Engineering Specs: Concept CRS - 2 Motor Lifts



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	Lift Capacity	Upper Beams	Drive Shafts	Winders	Cables	Cable Spread	Motors HP Voltage (TENV)	Gear	Lower	Spanner Pipes	Guide	Chocks	Bunk	In. of Lift/Min.	Piling (Qty) Size
	4,000	4" x 4" Box 1/4" Thick 10'	1.5* Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90" .	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x4" Box .25" Thick 10"	1.5" Alum. Sch. 40 6'2"	80*	Small - 16°	2"x8"	48" / Min.	_
	6,000	4" x 6" Box 1/4" Thick 12'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Box .25" Thick	1.5" Alum. Sch. 40 7'2"	80°	Small or Med 16°	2"x10" 12'Lg.	48° / Min.	(4) 8"-10"
	10,000	4" x 6" Bax 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Bax .25" Thick 12"	1.5" Alum. Sch: 40 9'2"	80"	Small or Med	2"x10" 12"Lg.	24" / Min.	(4) 8"-10"
_	13,000	4" x 8" Box 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16* S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	300 to 1	4"x8" Box .25" Thick 12'6"	1.5" Alum. Sch. 40 9'2"	120"	Large-16° or 24°	2"x10" 14" Lg.	24" / Min.	(4) 8"-10"
-	16.000	4" x 8" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 2 Part	138"	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" 8ax .25" Thick +.75"x3" (1) FB - 14'	1.5" Alum. Sch. 40 11'2"	120"	Large-16° or 24°	3"x10" 16" lg.	24" / Min.	(4) 10°-12"
-	20,000 4 Piling	4" x 12" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" Box .25" Thick +.75"x3" (2) FB - 15'	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16' Lg.	16" / Min.	12*
	20,000 6 Piling	4" x 8" Box 1/4" Thick 16'	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/18" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" Box 25" Thick • 75"x3" (2) FB - 15"	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16' Lg.	18" / Min.	(6) .

DECO Power Lift, Inc., 1041 Harbor Lake Dr., Safety Harbor, FL 34695 800-204-4178 www.decoboatlift.com

EXHIBIT 28

### Exhibit D

### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

### REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

following proposed (Specify here:	improvement ("I	mprovements"	arbor Bay )	Communi Dock Of ), at the	Ity Developm  R [ ] Boat L  following loca	ent Dis Lift OR ation:	trict of the [ ] Other
5314	Fishers	ound	LIV	Apollo	Beach	FL	33572
Golden	10K	Lift	and	I	Dock		-

### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- \* C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
  - D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jroethke@rizzetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature:
Property Owner Name: Lewis Delgado Date: 3-25-2020
Address: 5314 Fisher Sound Ln
City/State/Zip: Apollo Beach FL 33572
City / State / Zip: Apollo Beach FL 33572  Phone Number: 305 - 775 - 3638
Contractor Signature:
Contractor Name: Land & Sea Masters Date: 3-25-2020
Address: 905 Apollo Beach Blvd
City/State/Zip: Apollo Beach Fl 33572
Phone Number: 813 - 645 - 3625

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

RECOMMENDATION OF DISTRICT ENGINEER:  [ ] RECOMMEND APPROVAL, contingent on:	Approved contingent on receiving a copy of the dock easement and notarized license agreement.
[ ] RECOMMEND DENIAL because	
CDD BOARD APPROVAL:  [ ] APPROVED, contingent on:	
NOTE: If this is for a Personal Water Craft lift locate the Canal Wall Connection Application; and (2) the I see the attached Exhibit 1, incorporated by this License Agreement (Personal Watercraft Lift).	License Agreement (Personal Watercraft Lift). Please
[ ] DENIED because	

#### Exhibit 1

#### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 ATTN: District Manager

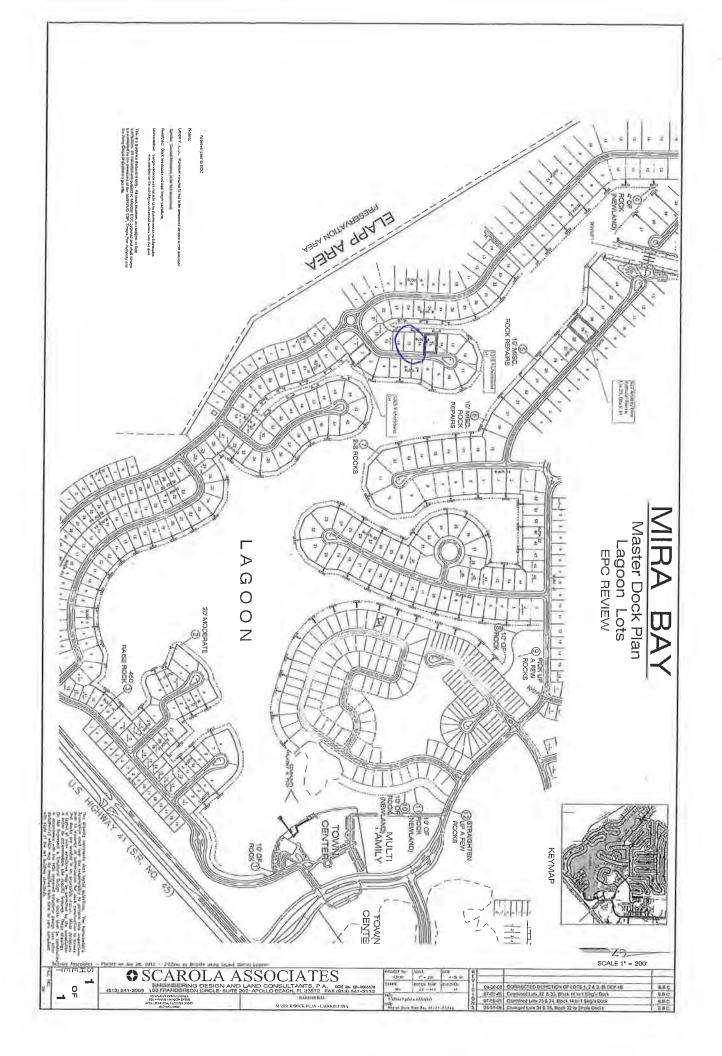
CANAL WALL CONNECTION APPLICATION

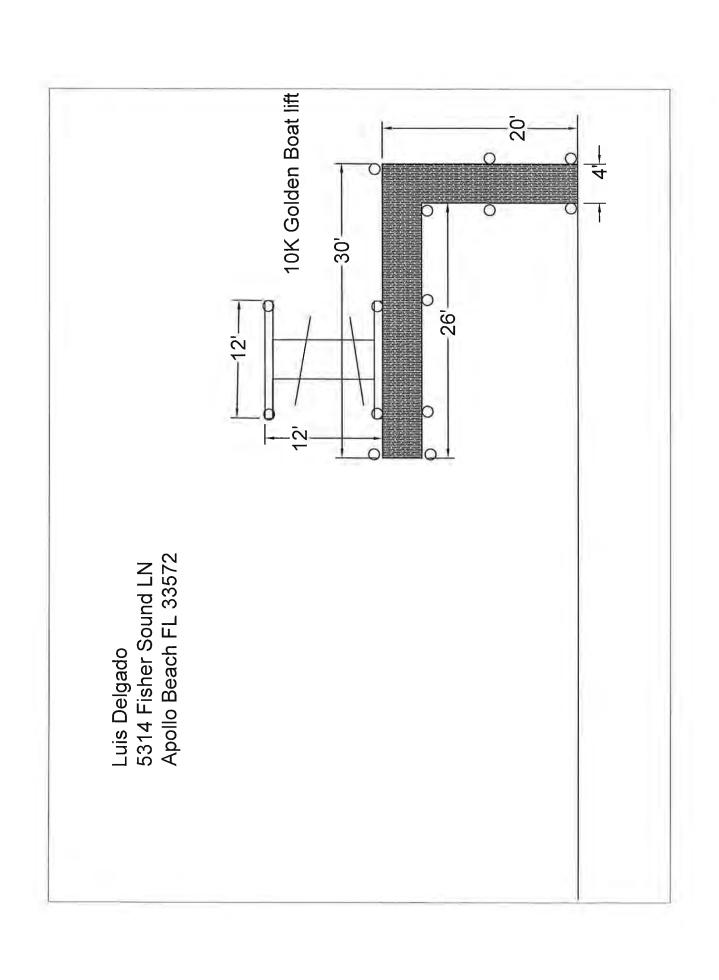
The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) Lewis Delgado
Lot Street Address 5314 Fisher Sound Lh
City, State and Zip Code Apollo Beach FL 33572
Phone Number 306 - 775 - 3638
Lot Tax Folio Number 054234-2034
For Lifts being installed, please identify:
Contractor Name and License Number Joseph Vath 500 131151418
Contractor Phone Number 813 - 917 - 9924
(Attach Certificate of Insurance from Contractor)
Expected Start Date: Expected Completion Date:
This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrume recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms the License Agreement (Personal Watercraft Lift).  Owner Signature:  Date:  Date:
Date: Received by:
Harbor Bay Community Development District
For Office Use Only
APPROVEDDISAPPROVED
Explanation for Disapproval (if applicable):
W

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)







#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

th	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER				CONTACT LISA JENSEN						
Brig	ggs Family Insurance Services, Inc.			PHONE (A/C, No. Ext): (813) 684-0400 FAX (A/C, No): (813) 684-9230					684-9230	
611 E BLOOMINGDALE AVE STE A			E-MAIL ADDRESS: brett@briggsfamilyinsurance.com							
			INSURER(S) AFFORDING COVERAGE NAIC #						NAIC#	
_	ANDON		FL 33511-8127	INSURER A: ARGONAUT INSURANCE CO						
INSU	PRED			INSURE	RB: MERCL	JRY INSURAI	NCE COMPANY	<b>′</b>		
	LAND & SEA MASTERS, INC	Э.		INSURE	RC:					
	905 Apollo Beach Blvd			INSURER D:						
				INSURE	RE:					
	Apollo Beach		FL 33572-2013	INSURE	RF:					
_			TE NUMBER:				REVISION NUM			
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INSR LTR	TYPE OF INSURANCE	ADDL SU	JBR VD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	S	
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Α			726OM2698		07/15/2019	07/15/2020	PERSONAL & ADV	INJURY	\$ 1,00	00,000
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	X POLICY PRO- JECT LOC						PRODUCTS - COM	P/OP AGG	\$ 2,00	00,000
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	AUTOMOBILE LIABILITY						(Ea accident)		\$ 500	,000
	ANY AUTO OWNED SCHEDULED	1	B. 60000055 1 1 1 1 5		101001	10100:	BODILY INJURY (Pe		\$	
В	AUTOS ONLY AUTOS NON-OWNED		BA09000014117		12/30/2019	12/30/2020	PROPERTY DAMAGE	- '	\$	
	X HIRED AUTOS ONLY AUTOS ONLY						(Per accident)		\$	
	IMPRELIATION								\$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS, MADE						EACH OCCURRENCE	CE	\$	
	CEAIWG-WADE						AGGREGATE		\$	
	DED RETENTION \$ WORKERS COMPENSATION			-			PER STATUTE	OTH- ER	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDE		\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				1	E.L. DISEASE - EA			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POL	- 1	\$	
	DESCRIPTION OF CLEANIONS DRIOW		111-				LL. DIOLNOL - POL	L.S. LIVIII	~	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (AC	ORD 101, Additional Remarks Sched	ule, may b	e attached if mo	re space is requi	red)	-		
CE	CERTIFICATE HOLDER CANCELLATION									
	Harbor Bay CDD									
	107 Mann's Harbor Drive Apollo Beach Florida 33572			THE	EXPIRATIO	N DATE TH	DESCRIBED POLI- EREOF, NOTICE CY PROVISIONS.			
			AUTHO	RIZED REPRESE	NTATIVE					
				Millite Collection						
1										

EXHIBIT 29

#### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

# REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The undersifollowing propose (Specify here:	igned owner seeks d improvement ("		ts"): [ ] D		Boat Lift (	OR [ ] Other	
<u>535</u> 3	Wishing	Arch	Dr Apol	lo Beach	FL	33572	
4'x28"					A70,1: 10 CO		
ECO Pilin					Golde	n Boat	lift

#### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321)263-0132. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

#### I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature:
Property Owner Name: Norberto Vidro Date:
Address: 5353 Wishing Arch Dr
City/State/Zip: Apollo Beach FC 33577
Phone Number: 850 - 238 - 5344
Contractor Signature:
Contractor Name: Land & Sea Wasters Date: 1-8-2021
Address: 905 Apollo Beach BIVD
City/State/Zip: Apollo Beach FL 33572
Phone Number: 813 - 645 - 3625

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

#### Exhibit 1

#### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

.250 International Parkway, Suite 280, Lake Mary, Florida 32746 ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

The undersigned ("Owner") represent that they are the owners of record for the property described

the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.
Owner(s) Name(s) Norberto Vidro
Lot Street Address 5353 Wishing Arch Dr  City, State and Zip Code Apollo Beach FL 33572  Phone Number 850-238-5344
City, State and Zin Code Apollo Beach FL 33572
Phone Number 850-238-5344
Lot Tax Folio Number 054191-2346
For Lifts being installed, please identify:  Contractor Name and License Number 50 Seph Wath 500 13/15/4/8
Contractor Phone Number 813 - 917 - 992 4
(Attach Certificate of Insurance from Contractor)
Expected Start Date: Expected Completion Date:
This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift)  Owner Signature:  Date:  Date:
Date:
Received by:  Harbor Bay Community Development District
For Office Use Only
APPROVEDDISAPPROVED
Explanation for Disapproval (if applicable):
<u></u>

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

RECOMMENDATION OF DISTRICT ENGINEER:	Application is for a fixed dock	
RECOMMEND APPROVAL, contingent on:	Approved contingent on recei	
	<ul> <li>revised permit drawing match</li> </ul>	ing
[ ] RECOMMEND DENIAL because	⊣layout from Park Square.	
CDD BOARD APPROVAL:		
[ ] APPROVED, contingent on:		
NOTE: If this is for a Personal Water Craft lift located		
the Canal Wall Connection Application; and (2) the Lie see the attached Exhibit 1, incorporated by this is		
License Agreement (Personal Watercraft Lift).	reference, for the Canal Wan Application and	
[ ] DENIED because		
[ ] DENIED occuse		

This instrument was prepared by and upon recording should be returned to:

District Counsel, Harbor Bay CDD HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallabasses, Florida 32301

(This space reserved for Clerk)

	Olida 32301	
Parcel ID for I	Property:	
	LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)	
This day of	License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this function, 2021, by and among:	
	The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes; and	_
• •	Norberto Vidro and 5353 Wishing Arch (together, "Owner"), the fee simple owners of the "Property" identified as:	Vi
	Lot, Block, as per the plat ("Plat") identified as, and recorded in Plat Book 137, Pages 176 et seq., of the Public Records of Hillsborough County, Florida.	

#### WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

. WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

**NOW, THEREFORE**, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

- 1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
- 2. License for Installation & Maintenance of Lift; Limitation. Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of

installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

#### 3. Owner Responsibilities. Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
- c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift is conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- e. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("Association") and any other necessary legal interests and approvals.
- g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.
- 4. Existing Rights. Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner's expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.
- 5. Indemnification. Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

- 6. Covenants Run with the Land. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.
- 7. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD 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 law, 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.
- 8. Attorney's Fees & Costs. The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.
- 9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

Consideration: \$3,500.00

Documentary Stamps Paid: \$24,50

Prepared by and when Recorded return to:

Shutts & Bowen LLP Tirso M. Carreja, Jr., Esq. 4301 W. Boy Scout Boulevard Suite 300 Tampa, Florida 33607

# DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS FOR LOT 43 PARCEL 8 PER PLAT BOOK 137, PAGE 176-184, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this \_\_\_\_\_\_ day of January, 2021, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 43, MiraBay Parcel 8, according to the plat thereof (the "Plat") recorded in Plat Book 137, Page 176-184, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

#### RECITALS

- A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include hoat lift pilings as described in Article I below, all subject to approval as provided in Article III below.
- B. Park Square is the fee simple record owner of TRACT "C-2" shown and described on the Plat (the "Tract").
- C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein,

## ARTICLE I EASEMENT FOR DOCK STRUCTURE

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings

on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

# ARTICLE II EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

# ARTICLE III APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

# ARTICLE IV COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property

within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

- 2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.
- The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers. directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

#### ARTICLE V MISCELLANEOUS

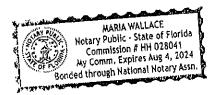
Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and eosts incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURES PAGE TO FOLLOW)

#### IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration,

PARK SQUARE ENTERPRISES, LLC, Signed, sealed and delivered in the presence of: a Delaware limited liability company Name: Title:\_ Division President Date: STATE OF FLORIDA COUNTY OF: Hillsborough I, Maria Vialoce, a Notary Public for said County and State, do hereby certify that Sang Lee appeared before me this day by means of a physical presence or online notarization either personally known to me as identification and acknowledged that he is the Division President of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, and that he, as Division President, being authorized to do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company. Notary Public - State of Florida (AFFIX NOTARY SEAL) Print Name: My Commission Expires:



### JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

witnesses: - Witnessed as to b	Oth OWNER (
11 Owners	
Mysa hehuttes	Late Vil
Print(Name: / Alyssa Schutter	Norberto Vidro
Hally Dass	
Print Name! 1814 2055	
	des les Ul
Print Name:	Lúz Neida Vidro
	Address: 5353 Wishing Arch Drive
Print Name:	Apollo Beach, FL 33572
STATE OF FLORIDA COUNTY OF HILSBOVOIS	·····
1, Margaret Gabel	, a Notary Public for said County and State, do hereby
certify that Norberto Vidro appeared befo	ore me this day by means of physical presence or online
notarization and is either $\Box$	personally known to me or dy produced as identification and acknowledged that he/she, being
	r and Consent of Owner to Dock Easement, Covenants and
MARGARET M GABEL	De M. Old
Notary Public - State of Fiorida The Commission # HH 52794 My Comm. Expires Oct 12, 2024	Maras M. Solse
A REIX BONGE LITY OUR NATIONAL MOTARY ASSO.	Notary Public - State of Florida Print Name: Margaret M. Gabe
A Prince	My Commission Expires: 10 - 12 - 24
STATE OF FLORIDA ,	
COUNTY OF Hillshorous	
1, Margaret Gabe	, a Notary Public for said County and State, do hereby
certify that <b>Luz Neida Vidro</b> appeared before the contarization, and is either defined before the contarization of the contarization o	fore me this day by means of physical presence or online
license	personally known to me or produced as identification and acknowledged that he/she, being
authorized to do so, executed this Joinder Restrictions.	r and Consent of Owney to Dock Easement, Covenants and
Xestrenous.	
	Margar M. Jakal
AFFIX NOTARY SEAL)	Notary Public - State of Florida  Print Name: Margaret M. (Jake)
AFFIX NOTARY SEAL)  MARGARET M GABEL	Notary Public - State of Florida Print Name: Margaret M. Gabel My Commission Expires: 10 -12 - 24



## A. Settlement Statement (HUD-1)

B. Type of Loan			
1. FHA 2. RHS 3. Conv. Unins.	6, File Number:	7. Loan Number:	8. Mortgage Insurance Case Number;
4. VA 5. Conv. Ins.	21-0015	CASH	
C. Note: This form is furnished to give you a statement of actual set "(p.o.c.)" were paid outside the dosing; they are shown her			
D. Name & Address of Borrower;	E. Name & Address of Sell-	er.	F. Name & Address of Lender:
Norberto Vidro Luz Neida Vidro 5363 Wishing Arch Drive Apoilo Beach, FL 33672	Park Square Enterpris 5200 Vineland Road, \$ Orlando, Florida 32819	Suite 200	CASH
G. Property Location;	H, Settlement Agent:		I. Settlement Date:
5353 Wishing Arch Drive Apollo Beach, FL 33572	PSH TITLE LLC		January 30, 2021
Lot 43, Mirabay Parcel 8	Place of Settlement: 5750 Major Blvd, Ste. 1	10, Orlando, FL 32819	

#### J. Summary of Borrower's Transaction 100, Gross Amount Due from Borrower \$3,500.00 101. Contract sales price 102. Personal property \$350.00 103. Selllement charges to borrower (line 1400) \$44.00 104. Recording Fee (5 pgs) 105, Admin Fee for Electronic Recording \$4,50 Adjustment for items paid by seller in advance 108, City/town taxes 107, County taxes 108. Assessments 109. Documentary Stamp paid on Easement \$24.50 111. 112. 120, Gross Amount Due from Borrower 200. Amount Paid by or in Behalf of Borrower 201. Deposit or earnest money 202. Principal amount of new loan(s) 203, Existing loan(s) taken subject to 204. 205. 206. 207, 208. 209. Adjustments for items unpaid by seller 210. City/town taxes 211. County taxes 212. Assessments 213. 214. 215. 216. 217. 218. 220, Total Paid by/for Borrower \$3,923.00 300. Cash at Settlement from/to Borrower 301. Gross amount due from borrower (line 120) 302. Less amounts paid by/for borrower (fine 220)

To Borrower

From

K. Summary of Seller's Transaction	
400. Gross Amount Due to Soller	-
401. Contract sales price	\$3,500,00
402. Personal property	
403. Closing Agent Fee	\$350.00
404, Recording Fee	\$44.00
405. Admin Fee for Electronic Recording	\$4,50
Adjustment for Items paid by seller in advance	
406, City/town laxes to	
407. County taxes to	
408. Assessments to	
409, Documentary Stamp paid on Easement	\$24,50
410.	ψ24.00
411.	
412.	<del></del>
420, Gross Amount Due to Seller	
500. Reductions in Amount Due to seller	
501. Excess deposit (see instructions)	
502. Settlement charges to setter (line 1400)	
503. Existing loan(s) taken subject to	· · · · · · · · · · · · · · · · · · ·
504. Payoff of first mortgage loan	<del></del>
505. Payoff of second mortgage loan	
508.	-
507.	
608.	
509.	·
Adjustments for Items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
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519.	
520, Total Reduction Amount Due Seiter	\$3,923.00
600. Cash at Settlement to/from Setler	
601. Gross amount due to seller (fine 420)	
602. Less reductions in amounts due seller (line 520)	( )
603. Cash To From Seller	\$3,923,00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandalory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

\$3,923.00

700, Total Real Estate Broker Fees				regueriación, estrologo de	
			STATE CONTACTOR AND AND AND AND AND AND AND AND AND AND		1915110014510
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703. Commission paid at settlement					
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800. Items Payable in Connection with Loa	n	\$ \$6 John # \$540 A \$ 199		Factor Assets and D	
801. Our origination charge	and the state of t	Separate services	\$ (from GFE	#11	<u> </u>
802. Your credit or charge (points) for the spec	rific interest rate chosen		\$ (from GFE		<del> </del>
803. Your adjusted origination charges	and into) est fato dilosoji	· · · · · · · · · · · · · · · · · · ·	(from GFE	<del></del>	<del>                                     </del>
604. Appraisal fee to			(from GFE		<del> </del>
805, Credit report to	<del>-</del>		(from GFE		· · · · · · · · · · · · · · · · · · ·
806. Tax service to			(from GFE		1
807, Flood certification to			(from GFE)		
808.			(#unocci	101	
809,					
810.		<u></u>			
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900, items Required by Lender to be Paid in	eons/dA		an sang serah bahawas 118 Membanan		
901. Daily interest charges from	to @\$	/day	(from GFE#1	(0)	
902. Mortgage insurance premium for	months to		(from GFE #	/3)	
903. Homeowner's insurance for	years to		(from GFE #1	11)	
904,					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account		CONTRACTOR CONTRACTOR	(from GFE #	<b>101</b>	2,694,694,694.0
1002. Homeowner's insurance	толів @\$	per month	\$	a)	
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1005.	months @\$	per month	\$	<del></del>	
1006.	months @ \$	per month	\$	<del></del>	
1007. Aggregate Adjustment			\$	<u> </u>	
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1100, Title Charges					
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## ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

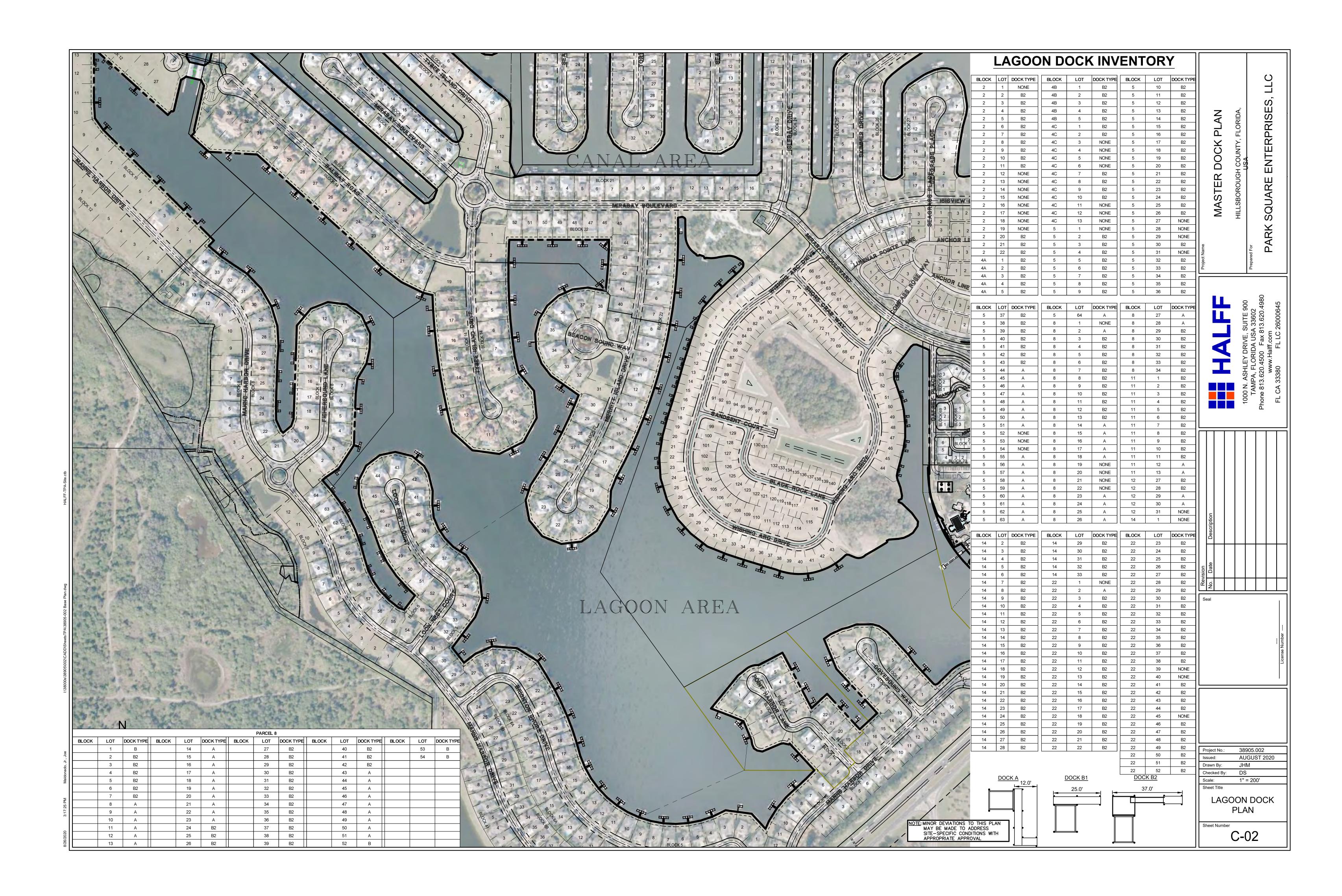
Buyers: Norberto Vidro and Luz Neida Vidro, husband and wife Seller: Park Square Enterprises, LLC, a Delaware limited liability company Settlement Agent; PSH TITLE LLC Place of Settlement: 5750 MAJOR BLVD, SUITE 110 ORLANDO, FL 32819 Settlement Date: January 30, 2021 Property Location: 5353 Wishing Arch Drive, Apollo Beach, Florida 33572 , Mirabay Parcel 8 Lot 43 File #: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement. OWNER(S) Park Square Enterprises, LLC, a Delaware limited liability company Name: Norberto Vidro Title: Vice President Tampa Division Date: Date: Luz Neida Vid Date: To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement. PSH TITLE LLC Date:



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2020 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER LISA JENSEN PHONE (A/C, No, Ext): (813) 684-0400 E-MAIL ADDRESS: brett@briggsfamilyinsurance.com FAX (A/C, No): (813) 684-9230 Briggs Family Insurance Services, Inc. 611 E BLOOMINGDALE AVE STE A INSURER(S) AFFORDING COVERAGE INSURER A: ARGONAUT INSURANCE CO BRANDON FL 33511-8127 INSURER B: MERCURY INSURANCE COMPANY INSURED LAND & SEA MASTERS, INC. 905 Apollo Beach Blvd INSURER D: INSURER E Apollo Beach FL 33572-2013 **REVISION NUMBER:** CERTIFICATE NUMBER: **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) insr Ltr TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY \$ 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE X OCCUR 50,000 PREMISES (Ea occurrence) \$ 1,000 MED EXP (Any one person) 07/15/2019 07/15/2020 726OM2698 \$ 1,000,000 A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: \$ 2,000,000 PRO-JECT X POLICY ! PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ 500,000 ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED BODILY INJURY (Per accident) 12/30/2019 12/30/2020 В BA090000014117 AUTOS ONLY HIRED AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) AUTOS ONLY UMBRELLA LIAB EACH OCCURRENCE OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE DED RETENTION\$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE lf yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER Harbor Bay CDD SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE 107 Mann's Harbor Drive THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Apollo Beach Florida 33572 AUTHORIZED REPRESENTATIVE



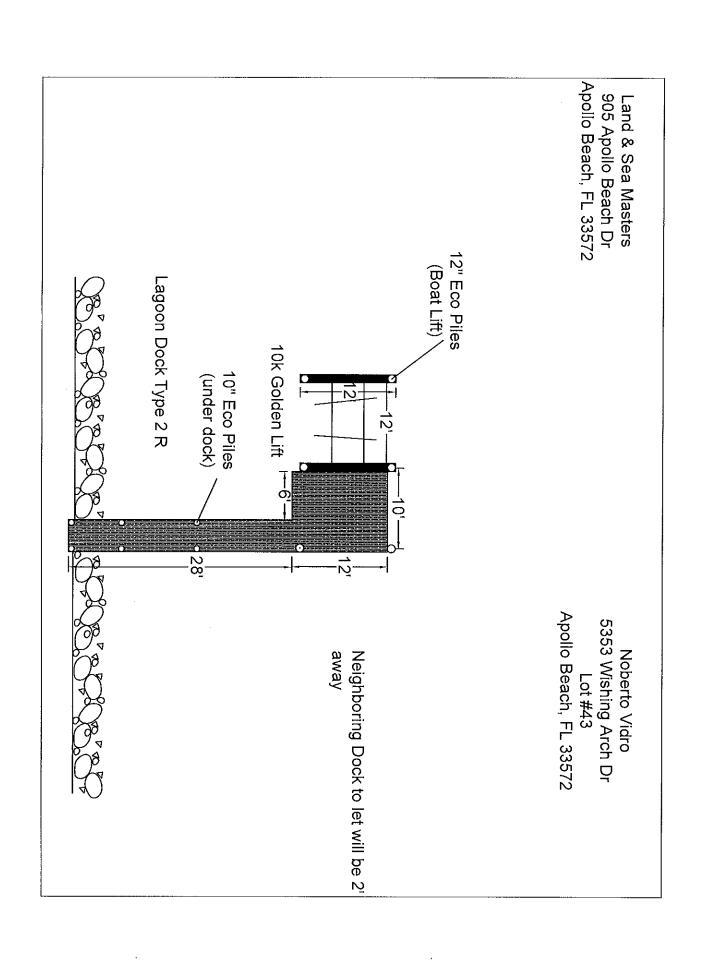


EXHIBIT 30

#### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

# REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

or Bay Community Development District of the
[\sqrt] Dock OR [\sqrt] Boat Lift OR [ ] Other
), at the following location:

#### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plan ("Dock Plan") and Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time). The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jroethke@rizzetta.com,\_\_\_ 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

a) I have reviewed the Dock Plan and the rules and policies of the CDD.

- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the Dock Plan, 2) the type of dock I propose is shown on the Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

MAN

Property Owner Signature:	_
Property Owner Name: Christopher Pinckney Date: 02/09/2021	
Address: 5712 Tybee Island Dr.	_
City / State / Zip: Apollo Beach/FL/33572	-
Phone Number: 910-714-8079	-
Contractor Signature:	_
Contractor Name: Hecker Construction Company, Inc. Date: 08/03/2020	
Address: P.O. Box 989	_
City / State / Zip: Ruskin/FL/33575	-
Phone Number: (813) 236-9306	-

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

RECOMMENDATION OF DISTRICT ENGINEER:  RECOMMEND APPROVAL, contingent on:	Receiving a notarized copy of the license agreement, utility connection agreement and the approved Tampa Port Authority permit.
[ ] RECOMMEND DENIAL because	
CDD BOARD APPROVAL:  [ ] APPROVED, contingent on:	
NOTE: If this is for a Personal Water Craft lift locate the Canal Wall Connection Application; and (2) the L see the attached Exhibit 1, incorporated by this License Agreement (Personal Watercraft Lift).  [ ] DENIED because	reference, for the Canal Wall Application and

#### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

250 International Parkway, Suite 280, Lake Mary, Florida 32746 ATTN: District Manager

#### UTILITIES CONNECTION APPLICATION

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install (which shall include, without limitation, any reconnection work) and maintain power and water lines through the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Lot Street Address 5712 Tybee Island Dr.	
City, State and Zip Code Apollo Beach, FL 3357	72
Phone Number 910-714-8079	
Lot Tax Folio Number 516380226	
existing lines) please identify: Contractor Name and License Number	h shall include, without limitation, the reconnection of
Contractor Phone Number	
(Attach Certificate of Insurance from Contracto	or)
Expected Start Date:	Expected Completion Date:
	the attached License Agreement (Utilities Connection), is to be
in the Official Records of Hillsborough County f  License Agreement (Utilities Connection).	in the most recent deed or other conveyance instrument recorded for this property. Owner agrees to abide by the terms of the
in the Official Records of Hillsborough County f License Agreement (Utilities Connection).  Owner Signature:	e in the most recent deed or other conveyance instrument recorded for this property. Owner agrees to abide by the terms of the
in the Official Records of Hillsborough County f  License Agreement (Utilities Connection).  Owner Signature:	in the most recent deed or other conveyance instrument recorded for this property. Owner agrees to abide by the terms of the  Date: 02/09/2021
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ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

This instrument was prepared by and upon recording should be returned to:	(This space reserved for Clerk)
District Counsel, Harbor Bay CDD HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301	
Parcel ID for Property: 516380226	
	GREEMENT FERCRAFT LIFT)
This License Agreement (Personal Waterc day of, 20, by and among:	raft Lift) ("Agreement") is entered into as of this
· · · · · · · · · · · · · · · · · · ·	velopment District ("CDD"), a local unit of d pursuant to Chapter 190, Florida Statutes;
Christopher Pinckney  (together, "Owner"), the fee simple	and owners of the " <b>Property</b> " identified as:
	Plat") identified as, and es 12 et seq., of the Public Records of

#### WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

**WHEREAS**, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("**Lift**") on the Canal Wall immediately adjacent to the Property; and

**WHEREAS**, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

**NOW, THEREFORE**, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

- 1. **Recitals**. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
- 2. **License for Installation & Maintenance of Lift; Limitation.** Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of

installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

#### 3. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
- c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift is conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- e. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("Association") and any other necessary legal interests and approvals.
- g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.
- 4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner's expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.
- 5. **Indemnification**. Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

- 6. Covenants Run with the Land. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.
- 7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD 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 law, 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.
- 8. **Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.
- 9. **Counterparts**. This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:	Owner
Ву:	By: Christopher Pinckney
Print Name	
Ву:	
Print Name	
STATE OF FLORIDA )	
COUNTY OF )	
The foregoing instrument was acknown in the notarization this day of [ ] is personally known to me identification.	wledged before me by means of [ ] physical presence or [ ], 20, by He/she or [ ] produced as
	NOTARY PUBLIC
	(Print, Type or Stamp Commissioned Name of Notary Public)
[Signatures	s continue on following page]

## [SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:	Owner
Ву:	By: Hales
	Christopher Pinckney
Print Name	
Ву:	
	_
Print Name	_
STATE OF FLORIDA )	
COUNTY OF)	
The foregoing instrument was acknowle of a continuous or continuous of the continuou	edged before me by means of [ ] physical presence of He or [ ] produced as
	NOTARY PUBLIC
	(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

## [SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:	Harbor Bay Community Development District
By:	By:
Print Name	Its:
Frint Name	
By:	<u> </u>
Print Name	<u> </u>
STATE OF FLORIDA )	
COUNTY OF )	
online notarization this day of	edged before me by means of [ ] physical presence or [ ]
	NOTARY PUBLIC
	(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]

Consideration: \$3,500.00

Documentary Stamps Paid: \$24.50

Prepared by and when Recorded return to:

Shutts & Bowen LLP Tirso M. Carreja, Jr., Esq. 4301 W. Boy Scout Boulevard Suite 300 Tampa, Florida 33607

# DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS FOR LOT 8 BLOCK 18 OF PHASE 2A-3 PER PLAT BOOK 105, PAGE 12-19, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 29 day of January, 2021, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 8, Block 18, MiraBay Phase 2A-3, according to the plat thereof (the "Plat") recorded in Plat Book 105, Page 12-19, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

### RECITALS

- A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.
- B. Park Square is the fee simple record owner of **TRACT "C-3"** shown and described on the Plat (the "**Tract**").
- C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

# ARTICLE I EASEMENT FOR DOCK STRUCTURE

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings

on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

## ARTICLE II EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

# ARTICLE III APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

# ARTICLE IV COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property

within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

- 2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.
- The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

### ARTICLE V MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURES PAGE TO FOLLOW)

### IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

PARK SQUARE ENTERPRISES, LLC,

Signed, sealed and delivered

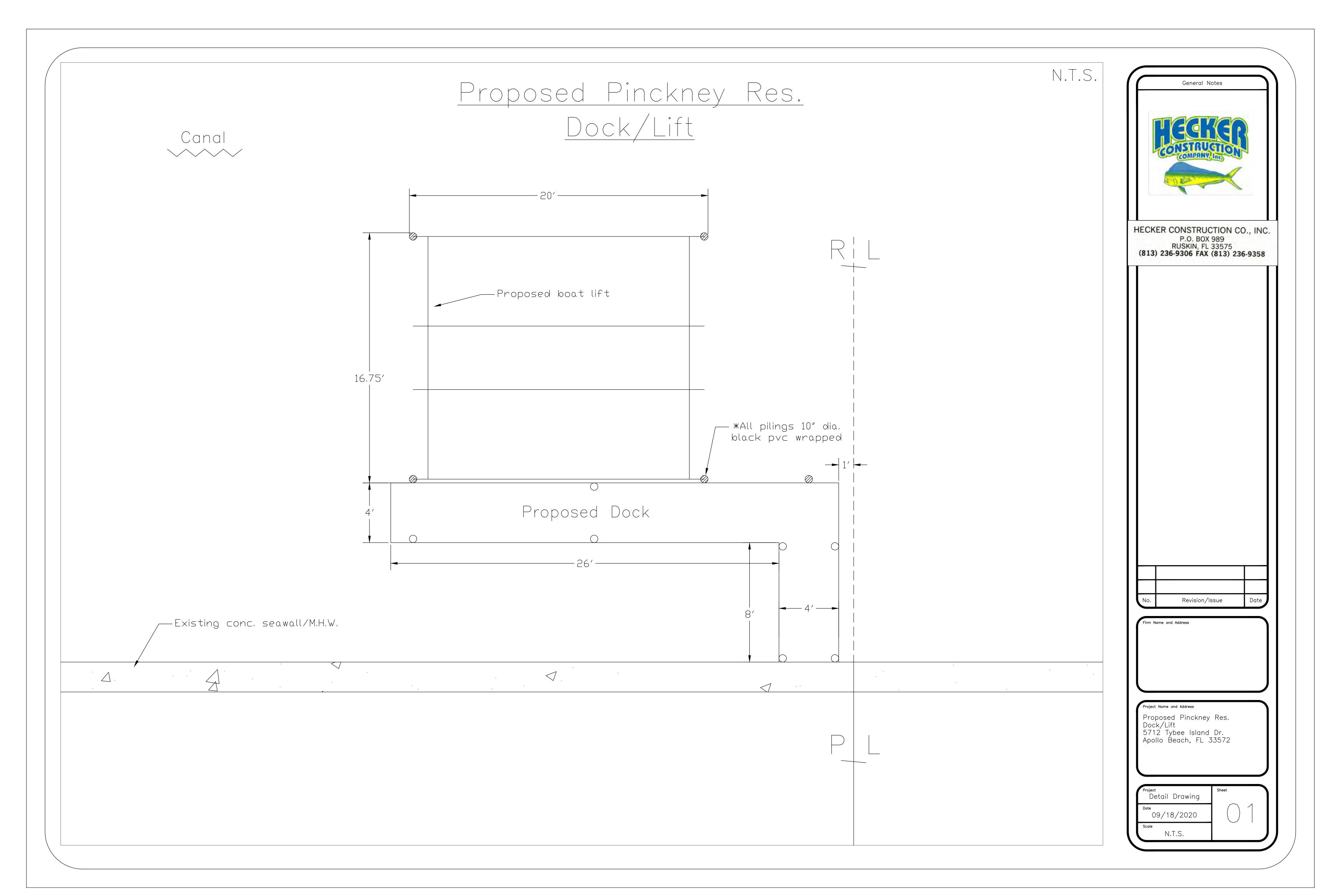
in the presence of: a Delaware limited liability company By:\_ Name: Sang Lee Title: Tampa Division President Date: STATE OF FLORIDA \_\_\_\_, a Notary Public for said County and State, do hereby certify that Sang Lee appeared before me this day by means of physical presence or online notarization and either personally known to me as identification and acknowledged that he is the Tampa Division President of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, and that he, as Tampa Division President, being authorized to do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company. MARIA WALLACE Notary Public - State of Florida Commission # HH 028041 My Comm. Expires Aug 4, 2024 Bonded through National Notary Assn. Notary Public - State of Florida Print Name: Mana (AFFIX NOTARY SEAL) My Commission Expires:

### JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

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RENEWAL Receipt Fee Hazardous Waste Surcharge Law Library Fee 92226 **EXPIRES SEPTEMBER 30, 2020** Employees Employees 2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT 090.032003 MARINE CONSTRUCTION 280.000111 PUBLIC SERVICE OCC. CODE

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CGC1522930,

ACCOUNT NO.

HECKER CONSTRUCTION CO INC

HECKER CONSTRUCTION CO INC

GIBSONTON, FL 33534

12619 N US HWY 41

BUSINESS ... GRANOWICZ VIC

RUSKIN, FL 33575-0989

MAILING

PO BOX 989

Paid 18-658-002113 07/11/2019 80.00

DOUG BELDEN, TAX COLLECTOR **BUSINESS TAX RECEIPT** 

N BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON 4AS HEREBY PAID A PRIVILEGE TAX TO ENGAGE

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.





# CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# GRANOWICZ, VIC

HECKER CONSTRUCTION CO., INC. 12619 S US HIGHWAY 41 GIBSONTON FL 33534

LICENSE NUMBER: CGC1522930

**EXPIRATION DATE: AUGUST 31, 2020** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Harbor Bay Community Development District c/o Rizzetta & Company

12750 Citrus Park Lane, Ste 115 Tampa FL 33625 SHOULD ANY OF THE ABOYE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WHBh.

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AGENCY CUSTOMER ID:	HECKCON-01
LOC#:	

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### ADDITIONAL PEMARKS SCHEDILLE

Page 1 of 1

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AGENCY The Hilb Group of Florida, LLC		NAMED INSURED Hecker Construction Company, Inc. P.O. Box 989
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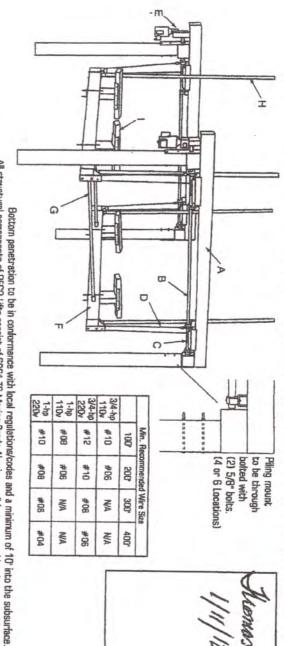
FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE FORM NUMBER:

Harbor Bay CDD, Cardno, Inc., Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is follow form. A waiver of subrogation applies in favor of the Additional Insureds with respect to worker's compensation, commercial general liability and automobile liability.

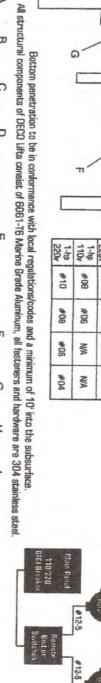
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# DECO Engineering Specs: Concept CRS - 2 Motor Lifts



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	Lift Capacity	Upper Beams	Drive Shafts	Winders	Cables	Cable Spread	Motors HP Voltage (TENV)	Gear	Lower	Spanner Pipes	Guide	Chocks	Bunk Boards	In. of Lift/Min.	Piling (Qty) Size
	4,000	4" x 4" Box 1/4" Thick 10'	1.5* Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90" .	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x4" Box .25" Thick 10'	1.5" Alum. Sch. 40 6'2"	80*	Small - 16°	2"x8" 10' Lg.	48" / Min.	_
	6,000	4" x 6" Box 1/4" Thick 12'	1.5" 8ch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Box .25" Thick 11'	1.5" Alum. Sch. 40 7'2"	80°	Small or Med 16°	2"x10" 12"Lg.	48" / Min.	(4) 8"-10"
	10,000	4" x 6" Bax 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Bax .25" Thick 12"	1.5" Alum. Sch: 40 9'2"	80"	Small or Med	2"x10" 12" Lg.	24" / Min.	(4) 8"-10"
	13,000	4" x 8" Box 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16* S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	300 to 1	4"x8" Box .25" Thick 12'6"	1.5" Alum. Sch. 40 9'2"	120"	Large-16° or 24°	2"x10" 14" Lg.	24" / Min.	(4) 8"-10"
	16.000	4" x 8" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 2 Part	138"	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" 8ax .25" Thick +.75"x3" (1) FB - 14"	1.5" Alum. Sch. 40 11'2"	120"	Large-16° or 24°	3"x10" 16" (g.	24" / Min.	(4) 10°-12"
-	20,000 4 Piling	4" x 12" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4°x8" Box .25° Thick +.75°x3° (2) FB - 15'	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16" Lg.	16" / Min.	12: (4)
	20,000 6 Piling	4" x 8" Box 1/4" Thick 16'	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/18" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" Box 25" Thick 175"x3" (2) FB - 15"	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16' Lg.	18" / Min.	(6) .

DECO Power Lift, Inc., 1041 Harbor Lake Dr., Safety Harbor, FL 34695 800-204-4178 www.decoboatiift.com

EXHIBIT 31

### **Exhibit D**

### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

# REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harb following proposed improvement ("Improvements"): (Specify here:	or Bay Community Development District of the  [v] Dock OR [v] Boat Lift OR [] Other
605 Pinckney Dr.	
Apollo Beach, FL 33572	

### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions. changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321)263-0132. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature:

Property Owner Name: Donald May

Date: 01/08/2021

Address: 605 Pinckney Dr.

City / State / Zip: Apollo Beach/FL/33572

Phone Number: (813) 928-1126

Contractor Signature:

Contractor Name: Hecker Construction Company, Inc.

Date: 01/08/2021

Address: P.O. Box 989

City / State / Zip: Ruskin/FL/33575

Phone Number: (813) 236-9306

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

RECOMMENDATION OF DISTRICT ENGINEER:  [] RECOMMEND APPROVAL, contingent on:	Receiving a notarized copy of the licensing agreement and utility connection agreement and the approved Tampa Port Authority permit.	
[ ] RECOMMEND DENIAL because		
CDD BOARD APPROVAL:  [ ] APPROVED, contingent on:		
NOTE: If this is for a Personal Water Craft lift located the Canal Wall Connection Application; and (2) the Lie see the attached Exhibit 1, incorporated by this License Agreement (Personal Watercraft Lift).  [ ] DENIED because	cense Agreement (Personal Watercraft Lift). Please reference, for the Canal Wall Application and	

Instrument #: 2021006330, Pg 1 of 5, 1/6/2021 8:52:10 AM DOC TAX PD(F.S. 201.02) \$24.50, Deputy Clerk: MGRIFFITH Cindy Stuart, Clerk of the Circuit Court Hillsborough County

Consideration: \$3,500.00

Documentary Stamps Paid: \$24.50

Prepared by and when Recorded return to:

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Shutts & Bowen LLP Tirso M. Carreja, Jr., Esq. 4301 W. Boy Scout Boulevard Suite 300 Tampa, Florida 33607

# DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS FOR LOT 19 BLOCK 19 OF PHASE 2A-3 PER PLAT BOOK 105, PAGE 12-19, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 29 day of December, 2020, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 19, Block 19, MiraBay Phase 2-A3, according to the plat thereof (the "Plat") recorded in Plat Book 105, Page 12-19, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

### RECITALS

- A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.
- B. Park Square is the fee simple record owner of TRACT "C-3" shown and described on the Plat (the "Tract").
- C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

# ARTICLE I EASEMENT FOR DOCK STRUCTURE

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings

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on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

### ARTICLE II EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

## ARTICLE III APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

## ARTICLE IV COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property

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- The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.
- The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as 3. applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

### ARTICLE V **MISCELLANEOUS**

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

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(SIGNATURES PAGE TO FOLLOW)

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UNCERTIFIEL IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

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Signed, sealed and delivered in the presence of:

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company

Print Name:

opez

Sang Lee Name:\_\_\_

**Division President** Title:\_

Date: 12/29/2020

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STATE OF FLORIDA COUNTY OF: Hillsborough

> I, Haria Wallace, a Notary Public for said County and State, do hereby certify that Sang Lee appeared before me this day by means of d physical presence or online and is either personally known □ / produced to me or as identification and acknowledged that he is the Division President of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, and that he, as Division President, being authorized to do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company.

(AFFIX NOTARY SEAL)

UNCERTIFIED

MARIA WALLACE Notary Public - State of Florida Commission # HH 028041 My Comm. Expires Aug 4, 2024 Bonded through National Notary Assn.

CERTIFIED

Notary Public - State of Florida Print Name: Maria Wallowe

My Commission Expires: QUSUSE

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### JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

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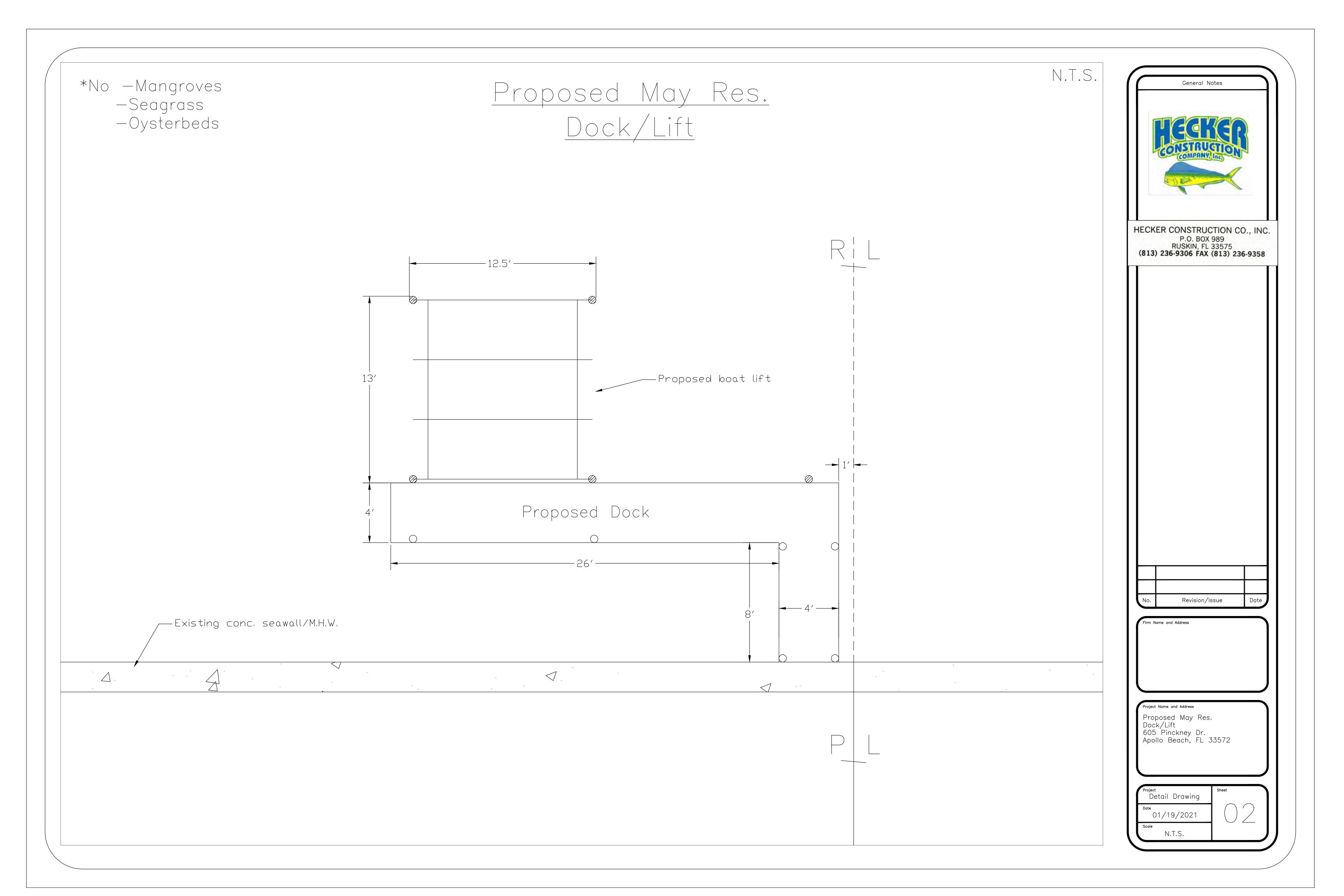
WINNESSES:	OWNER.	<i>l</i>
Print Name: Hundy REINAGH	Donald Wayne	e May, Jr., an unmarried man
Haren XI Modio Print Name: Karen LoiMoglio	FE	D FEEL
	Address:	605 Pinckney Drive Apollo Beach, FL 33572
UNC		UNCA
STATE OF FLORIDA COUNTY OF HILLS TO ROUSE I, LUCIO TYPE A 1 certify that Donald Wayne May, Jr. appeared before n	Notary Public fo	or said County and State, do hereby cans of □ physical presence or □ online
notarization, and is either persona	Ily known entification and a	cknowledged that he, being authorized
to do so, executed this Johnder and Consent of Owner to	$\bigcap \check{\Lambda}$	lia D-Runha
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RENEWAL Receipt Fee Hazardous Waste Surcharge Law Library Fee 92226 **EXPIRES SEPTEMBER 30, 2020** Employees Employees 2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT 090.032003 MARINE CONSTRUCTION 280.000111 PUBLIC SERVICE OCC. CODE

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CGC1522930,

ACCOUNT NO.

HECKER CONSTRUCTION CO INC

BUSINESS ... GRANOWICZ VIC

HECKER CONSTRUCTION CO INC

GIBSONTON, FL 33534

12619 N US HWY 41

RUSKIN, FL 33575-0989

MAILING

PO BOX 989

Paid 18-658-002113 07/11/2019 80.00

**BUSINESS TAX RECEIPT** 

N BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON 4AS HEREBY PAID A PRIVILEGE TAX TO ENGAGE

DOUG BELDEN, TAX COLLECTOR 813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.





# CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# GRANOWICZ, VIC

HECKER CONSTRUCTION CO., INC. 12619 S US HIGHWAY 41 GIBSONTON FL 33534

LICENSE NUMBER: CGC1522930

**EXPIRATION DATE: AUGUST 31, 2020** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Harbor Bay Community Development District c/o Rizzetta & Company

12750 Citrus Park Lane, Ste 115 Tampa FL 33625 SHOULD ANY OF THE ABOYE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WHBh.

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AGENCY CUSTOMER ID:	HECKCON-01
LOC#:	

ACORD

### ADDITIONAL PEMARKS SCHEDILLE

Page 1 of 1

ADDITIONAL INLINA	IVIO OCITEDOEL
	NAMED INSURED Hecker Construction Company, Inc. P.O. Box 989
	Ruskin FL 33575
NAIC CODE	
	EFFECTIVE DATE:
A SCUEDULE TO ACORD FORM	
	NAIC CODE

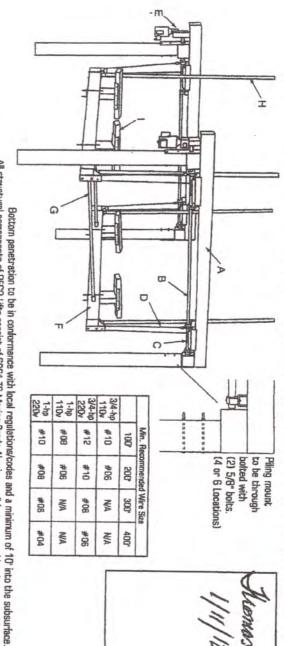
FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE FORM NUMBER:

Harbor Bay CDD, Cardno, Inc., Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is follow form. A waiver of subrogation applies in favor of the Additional Insureds with respect to worker's compensation, commercial general liability and automobile liability.

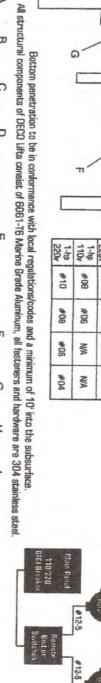
ACORD 101 (2008/01)

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# DECO Engineering Specs: Concept CRS - 2 Motor Lifts



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		>	B	C	O		m		'n	G	I	-			
	Lift Capacity	Upper Beams	Drive Shafts	Winders	Cables	Cable Spread	Motors HP Voltage (TENV)	Gear	Lower	Spanner Pipes	Guide	Chocks	Bunk	In. of Lift/Min.	Piling (Qty) Size
	4,000	4" x 4" Box 1/4" Thick 10'	1.5* Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90" .	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x4" Box .25" Thick 10"	1.5" Alum. Sch. 40 6'2"	80*	Small - 16°	2"x8"	48" / Min.	_
	6,000	4" x 6" Box 1/4" Thick 12'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 1 Part	90"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Box .25" Thick	1.5" Alum. Sch. 40 7'2"	80°	Small or Med 16°	2"x10" 12'Lg.	48° / Min.	(4) 8"-10"
	10,000	4" x 6" Bax 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16" S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Bax .25" Thick 12"	1.5" Alum. Sch: 40 9'2"	80"	Small or Med	2"x10" 12"Lg.	24" / Min.	(4) 8"-10"
_	13,000	4" x 8" Box 1/4" Thick 14'	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	5/16* S.S. 2 Part	114"	(2) 3/4HP 120V/13A 240V/7A	300 to 1	4"x8" Box .25" Thick 12'6"	1.5" Alum. Sch. 40 9'2"	120"	Large-16° or 24°	2"x10" 14" Lg.	24" / Min.	(4) 8"-10"
-	16.000	4" x 8" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 2 Part	138"	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" 8ax .25" Thick +.75"x3" (1) FB - 14'	1.5" Alum. Sch. 40 11'2"	120"	Large-16° or 24°	3"x10" 16" lg.	24" / Min.	(4) 10°-12"
-	20,000 4 Piling	4" x 12" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/16" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" Box .25" Thick +.75"x3" (2) FB - 15'	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16' Lg.	16" / Min.	12*
	20,000 6 Piling	4" x 8" Box 1/4" Thick 16'	1.5" Sch. 80 S.S.	Sch. 80 Alum.	5/18" S.S. 3 Part	138*	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x8" Box 25" Thick • 75"x3" (2) FB - 15"	1.5" Alum. Sch. 40 10'6"	120"	Large-16° or 24°	3"x10" 16' Lg.	18" / Min.	(6) .

DECO Power Lift, Inc., 1041 Harbor Lake Dr., Safety Harbor, FL 34695 800-204-4178 www.decoboatiift.com

EXHIBIT 32

### Harbor Bay CDD **Purchase Request**

TO:	Board of Supervisors ("Board")
	Harbor Bay Community Development District ("District")
FROM:	Douglas Ivester
DATE:	1-13-21
RE:	Sidewalk Repair
ISSUE:	Cracked and unsafe sidewalks in front of clubhouse.
	SIS/INFORMATION: Several sections of the sidewalk along MiraBay Blvd in front of nouse is cracked and lifted due to root damage. The cracks have created significant nazards.
BUDGET	ΓΙΜΡΑCT: \$3,168.00
STAFF R	RECOMMENDATION: Replace cracked and lifted sidewalks as needed.
APPROV	/ED: DATE:

01/17/2021

Type text here

Patrica Thibault

Certified General Contractor CGC1510046

P. O Box 413
Balm, FL. 33503
Phone 813-426-2171
wcpconstruction@yahoo.com

DATE December 23, 2020

TO: Mira Bay

107 Manns Harbour dr

Apollo Beach

Description

Remove damaged sidewalk 7 sections @ 25 sqft each Remove concrete and roots level area.

Pour with 2500 psi to existing.

Dispose of concrete

\$3,168.00

Bill Payne/WCP Construction, Inc.

Make all checks payable to WCP CONSTRUCTION INC

If you have any questions concerning this invoice, contact Bill Payne | 813-426-2171 | wcpconstruction@yahoo.com

Thank you for your business!

EXHIBIT 33

### Harbor Bay CDD Purchase Request

TO: Board of Supervisors ("Board")

Harbor Bay Community Development District ("District")

FROM: Douglas Ivester

DATE: 1-26-21

RE: Clubhouse Gym Ceiling

**ISSUE:** Several water leaks from the A/C equipment in the attic has caused damage to the ceiling in the gym.

ANALYSIS/INFORMATION: As a result of those water leaks several spots in the gym ceiling need drywall repairs and patched. There are sections of the ceiling that are currently cracked and dropping paint and drywall dust onto the residents utilizing the gym. Additionally, there are a couple of minor wall patches to be addressed. Once all drywall repairs have been made the ceilings in the gym and workout room will be repainted along with the walls in the gym area.

BUDGET IMPACT: \$4,306.60

**STAFF RECOMMENDATION:** Repair and paint all areas of damaged ceiling and walls within the gym and workout room.

APPROVED: DATE:

Patrica Thibault 1/27/21

### ESTIMATE



MiraBay 205 Mann's Harbor Dr Apollo Beach, Fl 33572 (904) 337-8760

### Smiley's Restoration & Painting Services, LLC.

6112 Duncan Rd Riverview , FL 33578

Phone: (813) 810-5750

Email: sam@smileysrps.com Web: www.smileysrps.com Estimate # 000388

Date 01/20/2021

PO # 205-PNT-1

Business / EIN# 81-3063839 license#

Tax # PA2965 / C-11360

Description	Total
Drywall Repairs (Gym & Dance Hall ceilings)	\$910.00
Patch drywall, tape, mud	
Interior Painting (Gym and Dance rooms)	\$3,396.60
Prep Lightly sand Spot prime where needed Spot paint where needed apply one coat finish paint	

Subtotal	\$4,306.60
Total	\$4,306.60
Deposit Due	\$2,153.30





\*\* 50% is required to start

\* all paint, supplies and materials provided by Smiley's Restoration & Painting Services, LLC.

Customer Acceptance,

By signing, I do hereby agree to conditions & specification and do hereby agree to pay by the terms outlined.

Please sign an email back to Sam@smileysrps.com

The above price represents the above description, applied by industry standards on all Interiors/Exteriors. Unless specified differently in proposal, additional charges will incur for any additional cost of paint, supplies or materials changes after work/painting has begun. Any alteration or deviation from above specifications involving extra cost will be executed only on a written order and will become an extra charge over and above the estimate

Payment to be PAID IN FULL UPON COMPLETION. Unpaid invoice will accrue 18% of the total unpaid balance 30 days after date of invoice. Attorney's fees to be paid by customer if necessary. Business relationships are net 30 and 18% accrued after 60 days.

While we will make every effort to protect interior and/or exterior dwellings and it's belongings, we will not be responsible for damage due to non-moved items prior to start of job. Smiley's Restoration & Painting services employees are fully covered by workman's comp insurance. We are not responsible for any accidents incurred on job site by any non employ staff of SRPS.

All work to be completed in a Workman like manner according to standard practices. Work may be delayed due to inclement weather or when other trades are present on job site.

Proposal is null and void after 60 days

EXHIBIT 34

### Harbor Bay CDD Purchase Request

TO: Board of Supervisors ("Board")

Harbor Bay Community Development District ("District")

FROM: Douglas Ivester

DATE: 1-29-2021

RE: Work out room mirrors

**ISSUE:** Work out room needs some mirrors replaced.

ANALYSIS/INFORMATION: At least three full length wall mirrors in the workout/aerobics room are cracked and need to be replaced. In a couple of locations the cracks and damage to the mirrors could potentially present a hazard to a resident if they were to touch the wall in one of those areas.

BUDGET IMPACT: \$3,200.00

STAFF RECOMMENDATION: Replace cracked and chipped mirrors in workout/aerobics room.

APPROVED: DATE:

Patrica Thibault 01/29/21

Sea Of Glass & Mirrors Corp

934 East 124 Ave Tampa, FL 33612 813.368.0969 info@seaofglassmirrors.com www.seaofglassmirrors.com



#### **ADDRESS**

Mira Bay 107 Manns Harbor Dr Apollo Beach, Fl Ph: 813.649.1500

#### Estimate 1028

**DATE** 01/15/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mîrror	Qty: 3 Large mirrors removal and installation of new (if 4th mirror \$800.00 extra)	1	3,200.00	3,200.00

Thank you and have a great day!

\*\* 50% DEPOSIT REQUIRED TO PROCESS ORDER.
BALANCE MUST BE PAID UPON COMPLETION. NO MAILING CHECKS, IF NOT LOCAL PLEASE INQUIRE ABOUT OUR FEDEX ACCOUNT. PAYMENTS USING A CREDIT/DEBIT CARD ARE SUBJECT TO A 3.5% FEE CHARGE

TOTAL \$3,200.00

Accepted By

Accepted Date

EXHIBIT 35

#### Capital Land Management Corp.

PO Box 130 Matlacha, FL 33993 Billing Question? Call 863-640-0750

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		W	v	ш	U	_

Date	Invoice #
12/31/2020	210418

Bill To

Harbor Bay CDD 250 International Parkway Suite 280 Lake Mary, FL 32746

P.O. No.	Terms	Due Date
ASO #2-1	Net 30	1/30/2021

Quantity	Description	Rate	Amount
1	ASO #2-1 Proposal #300851 Seasonal annuals color change out - December 2020	7,600.00	7,600.00
	Date: 1-18.21  GL Code: 116.33  Amount: Approve The State of the State		
ease remit st due invo	payment to address above. A 1.5% late charge will be applied to all	Total	\$7,600.0

# HARBOR BAY CDD ADDITIONAL SERVICES ORDER (ASO)

DATE:

October 1, 2020

ASO #: 2-1

Item Description		Quantity	Unit Cost	Total Costs
Seasonal Annuals Color Change Out – December	2020	4000	\$1.90	\$7,600.00
Seasonal Annuals Color Change Out – March 202	21	4000	\$1.90	\$7,600.00
Seasonal Annuals Color Change Out – June 2021		4000	\$1.90	\$7,600.00
Seasonal Annuals Color Change Out – September	r 2021	4000	\$1.90	\$7,600.00
	Amount This A ASO Amount 7 Original Agree	Γο Date:	\$	0,400.00 0.00 47,300.00
		ement Amount:*		7,700.00
Is this ASO for a <i>one-time</i> event, or is it <i>cont</i> of the Landscape Maintenance Areas:	inuing as either	a modification of	the Work	or a modification
XOne-timeContinuing				
XOne-timeContinuing  Reason for Additional Services Order, Please				
	Explain:	ber 2020, March,	June and S	eptember 2021.

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

\*The Revised Agreement Amount is only applicable to the current fiscal year of the District. Items designated as "One-time" events shall not result in additional compensation due to CLM in future fiscal years of the District.

Original Agreement:

Harbor Bay Community Development District - Landscape and Irrigation

Maintenance Services Agreement

Effective Date:

October 1, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:	CONTRACTOR:
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government	CAPITAL LAND MANAGEMENT CORP., a Florida corporation
By: Michael Macurer	By: Steven R. Bruce
Name: MICHAEL LEG MAURICE	Name: Steven R. Bruce
Title: ChAIRMAN	Title: CFO
Date: 12/10/2020	Date: October 1, 2020

### EXHIBIT 36

Who: Supervisor Maurer

What: CDD Right of Way Discussion

When: 02-18-21

**Budget Impact: TBD** 

#### **Decision:**

- 1. Direct staff to draft a CDD right of way maintenance plan for review at the March or April BOS meeting.
- Direct staff to draft a CDD right of way standards document to inform residents of CDD rules using the directions from the Board for review at the March or April BOS meeting.
- 3. Direct staff to draft a CDD right of way enforcement document implementing the directions from the Board for review at the March or April BOS meeting.

#### C.D.D. Right of Way agenda item Discussion

#### Facts:

- 1. The C.D.D. owns the right of ways
- 2. The street trees are owned by the C.D.D., not the homeowners
- 3. C.D.D. has potential liability due to a defective tree or sidewalk
- 4. Each homeowner has signed an agreement with the H.O.A. to maintain their property to the street
- 5. At the January Board meeting the Board approved only Foxtail and Live Oak for street tree installation in the Feb board meeting.
- 6 County approved C.D.D. permit to plant live oak and foxtail palms.
- 7. Hillsborough County standards limit C.D.D. palm trees to 20% of street trees in the right of way.
- 8. Homeowner can legally only remove a street tree with the approved county permit and signed C.D.D. license agreement. Does the H.O.A. Declaration and MARC Guideline language apply?
- 9. C.D.D. right of way must meet county and to be determined C.D.D. standards.

#### **Issues**

- 1. What is the 9-year C.D.D. cost of right of way maintenance and repair of 100% Live Oak trees compared to replacing them with only Foxtail palms or a mix of 80% Oak trees and 20% Foxtail palms?
- 2. Should the C.D.D. Board resend the vote allowing both Foxtail and Live Oak for street tree installation?
- 3. To gain CDD permission to remove or replace a street tree, the homeowner must comply with the approved county permit, and the signed CDD license agreement. The homeowner is responsible for determining his or her obligations related to street trees under HOA documents.
- 4. Should the C.D.D. Board approve and publish a right of way Enforcement policy?
- 5. Should the C.D.D. Board approve a level of effort for C.D.D. right of way maintenance?
  - A. Annual Street tree maintenance (mulch, etc.)
  - B. Street tree trimming every three years
  - C. Street tree droppings removal from the C.D.D. right of ways
  - D. Mow grass in C.D.D. right of way
  - E. Sidewalk repair Board Approved
  - F: Sidewalk replacement Board Approved
  - G. Sidewalk root shield installation
  - H. Sidewalk and curb pressure washing
- 6. Will the C.D.D. increase special assessment to cover the cost of right of way maintenance?
- 7. Validate the assumption that the cost of right of way maintenance performed by the C.D.D. will be less expensive than the homeowner independently paying for services while achieving a better, more uniform appearance.
- 8. Draft standards for palm tree placement in the right of way, including any county requirements.
- 9. What is the process for selecting lots allowed to have two of the 20% foxtail street trees?
- 10. Can more than 20% palm trees be allowed?
- 11. Options of watering grass in the right of way?
- 12. Will the C.D.D. enforce the H.O.A. mailbox standard?
- 13 Policy on planting other plants in the right of way?
- 14. Policy regarding a resident posting signs in the night of way.
- 15. Should the Board have discussions with H.O.A.s to gain their interest?
  - a. Mirabay
  - b. Anchor Cove
  - c. Bay Breeze

- d. Compass Point
- e. Sea Cress

Motion directing staff to draft a C.D.D. Right of Way maintenance plan for review by the Board at the March/April 2021 C.D.D. Meeting implementing the directions from the Board.

Motion directing staff to draft a C.D.D. Right of Way standards document to inform residents of C.D.D. Rules using the directions from the Board for review by the Board at the March/April 2021 C.D.D. Meeting.

Motion directing staff to draft a C.D.D. Right of Way enforcement document implementing the directions from the Board for review by the Board at the March/April 2021 C.D.D. Meeting.

#### Current H.O.A. documents germane to Right of Way

(Background to consider alternative ways forward)

Instrument#: 2021047902, Pg 1 of3, 1/29/2021 4:39:41 PM Deputy Clerk: 0 Cindy

Stuart, Clerk of the Circuit Court

Hillsborough County

# AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR MIRABAY

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS., o&

ND EASEMENTS FOR MIRABAY (this

Enterprises, L.L.C., a Delaware limited liability company(the "Declarant"

or "Park Square").

#### **RECITALS**

- **A.** Pursuant to that certain ASSIGNMENT OF DECLARANT'S RIGHTS UNDER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MIRABAY recorded in Official Records Book 26193, Page 183 in the Public Records of Hillsborough County, Florida, Park Square is the "Declarant" under that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MIRABAY, as amended and/or supplemented from time to time, and recorded in Official Records Book 12837 Page 1725 in the Public Records of Hillsborough County, Florida (collectively the "Declaration").
- B. Pursuant to Article XII, Section 12.02 of the Declaration, during the Declarant Control Period, the Declarant has the unilateral right to amend the Declaration without the approval of the Mirabay Homeowners Association, Inc., a Florida not for profit corporation or other third-party approval for any purpose, provided however, such amendment does not materially limit any Owner's access to such Owner's Lot, materially and adversely affect the practical utilization of such Owner's Lot for a Residence, materially change the method of allocating assessments among the Lots, adversely affect the title to any Lot, or materially or adversely affect the value of any Lot or Residence.
- C. The Declarant Control Period has not terminated and is still in effect. This Amendment does not materially limit any Owner's access to such Owner's Lot, materially and adversely affect the practical utilization of such Owner's Lot for a Residence, materially change the method of allocating assessments among the Lots, adversely affect the title to any Lot, or materially or adversely affect the value of any Lot or Residence.

NOW THEREFORE, the Declarant hereby amends the Declaration as set forth herein.

Words in the text which are lined through (---) indicate deletions from the present text; words in the text which are <u>double-underlined</u> indicate additions to the present text. The text will not be double-underlined when whole sections or paragraphs are added in their entirety.

- 1. <u>Recitals: Defined Terms.</u> The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 2. <u>Conflict.</u> In the event there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
- 3. <u>Declarant Control Period</u>. The definition of "Declarant Control Period" as set forth in the Declaration is hereby deleted in its entirety and replaced with:

"Declarant Control Period" shall mean and refer to the period from the recording of this Declaration in the public records until 15 days after the first to your of the f.ollo•Ning: (i) the ex:piration of tv.•enty years after the date of the recording of this Declaration, (ii) (i) ninety (90) days after the date in which 90% the date upon vhich 75% of the single family and multi-family homes that are allowed to be built under the development order for the planned unit development which Declarant intends to develop on the property described in Exhibit "A" have been conveyed to persons other than Declarant built and have certificates of occupancy issued thereon, or such earlier date as Declarant may, at its option, designate by written document signed by Declarant."

- 4. <u>Ratification.</u> The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.
- 5. <u>Covenant Running With Land</u>. This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Hillsborough County, Florida.

# [SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has be executed by its duly authorized representative	caused this	Amendmen	ıt to
	as of this_	day	of
<u>J.</u> 2021.			

WITNESSES:

"DECLARANT"

**Park Square Enterprises, L.L.C.,** a Delaware limited liability co ny

Mark a

Juster Con	
Print Name: Judith Comps By	/:=:z==-",,"""-'- 0:.,
Kelley S Name: Kelly Thomas Title	e: <u><t.,_j'lo-r-,< u=""></t.,_j'lo-r-,<></u>
,	[Company Seal
COUNTY OF $Or$ .	KNOWLEDGMENT
ı, J.L.LJi $\operatorname{t-l}$ . $Comb$ , , a Notary	Public for said County and State, do hereby
certify that $\underline{S}$ , $\underline{v}$ , $J$ $\underline{l}$ : $\underline{w} \cdot + t$ .	, appeared before me this
	ce or_ online notarization and is either
personally known t	o me or _ produce d as identification and
acknowledged that he/she is the	/ of Bark Square Enterprises, L.L.C., a
Delaware limited liability company, and he as this Certificate in act and deed on behalf Parl.tS liability company	I/tJ.; $I(-<(V)$ , being authorized to do so, executed
JUDITH K COMBS  MY COMMISSION # GG100520  EXPIRES May 10, 2021	Notái Public My Commission Expires 5 to

# MARC Guidelines related to right of way and street tree management.

The document sets forth policies and procedures of the MiraBay Architectural Review Committee and establishes criteria, guidelines, rules, regulations, and restrictions for new construction and modifications to existing houses.

#### 1.4 MAINTENANCE & ENFORCEMENT

Maintenance of common areas shall be handled by the Harbor Bay Community Development District (C.D.D.). The Homeowners Association (H.O.A.) shall act as the legal entity responsible for the enforcement and adherence to the covenants and restrictions of the development as well as compliance with these Architectural Guidelines.

The C.D.D. shall maintain all private roads within the community, the Mirabay residents' club, the tennis club, the main entrance, the boulevard, the main gatehouse, the secondary gatehouse, the lagoon, the canals, and the maintenance easement along the water bodies, the frontage landscape along U.S. 41, the individual pond identity features, the landscape within the private rights-of-way and other common area land, signage, lighting, community monuments, all as more particularly set forth in the Declaration.

Hillsborough County shall have the right to enforce all the covenants and restrictions and compliance with these Guidelines which affect the health, safety and welfare of residents.

#### 1.5 **COMPLIANCE**

Any homebuilder, contractor, subcontractor, agent, employee, or other invitee of a lot owner who fails to comply with the terms and provisions of these Guidelines may be excluded by the Homeowners Association from MiraBay without liability to any person, subject to the notice of hearing procedure contained in the Homeowners Association By-Laws. The Homeowners Association is empowered by the Declaration to enforce compliance with the MARC approved plans and conditions, including stop work orders, fines and access to the property or actions in a court of law.

#### 4.8 EASEMENTS

Easements are located within residential lots in MiraBay to provide service to the community. These may be related to drainage, utilities or maintenance and/or access. No improvements shall be permitted within these easements without approval of the MARC and the entity granting such easement, i.e., the Community Development District of MiraBay or utility

companies.

- ♣ Drainage & Utility Easements: Driveways, plant materials, fences and other minor improvements may be permitted within drainage and utility easements, provided the activity will not interfere with the purpose of the easement. The homebuilder and/or homeowner shall be responsible for its removal upon non-conformance. In addition, the homebuilder or homeowner shall be responsible for the cost of removal and replacement of any such improvements, if these are required for access by government agencies, utility companies or any other authorized entities. Drainage and utility easements shall be maintained by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- Lagoon Maintenance Easement: A twenty-seven (27) foot lagoon maintenance easement is located in the rear of Lots adjoining the lagoon. As part of new construction, Applicants shall install sod and irrigation in this easement. No other improvements are permitted within the lagoon maintenance easement, except for improvements that Master Developer may install at its sole discretion.
- Homeowners shall be responsible for maintenance of this easement. This easement is granted to the Community Development District (C.D.D.) of MiraBay. It will always be accessible to the C.D.D.
- Canal Maintenance Easement: All canal fronting lots incorporate a minimum five and one quarter (5.25) foot easement from the rear lot line, which will be left free from any obstruction. In some cases, depending on the plat, this easement can be as large as 5.79 feet or even 6.12 feet. This easement is granted to the Harbor Bay Community Development District (C.D.D.). It will always be accessible to the C.D.D.

#### 5.1 <u>INTENT</u>

The developer of MiraBay considers landscaping to be a critical design element to the community and to the individual homes within the community. Xeriscape principles are encouraged to be used in order to conserve water resources. Landscape design should be integrated into the design of the home, from its inception.

The use of native and naturalized landscape materials is strongly encouraged. Planting plans should strive to have as strong an impact as possible at the time of installation. New planting compositions should employ simple plant massing and a limited palette of plant types in order to build unity and cohesiveness in the design.

The landscape development shall be compatible with the natural environment that surrounds MiraBay. Selection of plant material should evoke this type of atmosphere, with the casual ambiance of the Florida landscape.

All landscaping, including sod and groundcovers, shall be installed prior to the issuance of a certificate of occupancy of any house within MiraBay.

With the exception of Anchor Cove, Bay Breeze and Sea Crest, homeowners shall be responsible for the maintenance of their individual landscaping, which shall be maintained in good condition so as to present a healthy, neat and orderly appearance at all times. An irrigation system shall be provided to ensure continuous healthy growth and development.

#### 5.3 PLANTING YARDS

Each lot is made up of 4 planting yards in respect to landscape requirements. These yards are: the Right-of-Way Yard, the Front Yard, the Side Yard and the Back Yard. Each yard requirement is individually defined as:

- Right-of-Way Yard: The right-of-way yard goes from the edge of pavement to the front property line and runs the full width of the Lot. On Corner Lots this Yard also extends the full length of the street Side Yard. The requirement is 1 shade tree planted, including the street side yard of Corner Lots. On 50' and 60' lots, only 1 street tree, with field positioned according to location of adjacent lot street tree and will be subject to relocation by the homebuilder or homeowner at the discretion of the MARC. The spacing of trees must comply with specifications found in Section 5.8.2, "Street Tree Spacing". Trees on right-of-way yards shall be planted by the homebuilder prior to issuance of a Certificate of Occupancy by Hillsborough County. Before a specific location is decided within the right-of-way, utility lines locations must be verified to avoid any possible interference. The type of tree and material must conform to the minimum specifications found in Section 5.8.2 "Street Tree and Sidewalk Maintenance Standards".
- Front Yard: The front yard is the area included between the front property line and the front plane of the house. Corner lots shall be treated as having 2 front yards. The minimum requirement for a front yard is 1 shade tree or 3 palm trees (minimum height of 12' measured from the base to the bud) and 2 Accent trees. Accent trees may be substituted by a cluster of 3 palms for each Accent tree. See Shade, Accent and Palm Trees in Section 5.4, "Planting Material", for minimum specifications. Corner lots shall have the additional requirement of installing 1 additional shade tree or 3 additional palm trees and 1 additional Accent tree or an additional cluster of 3 Accent palms on the side fronting the other right-of-way. Shrubs and groundcovers will take approximately 25% of the Front Yard.
- ♣ Side Yard: The side yard is the area comprised by the side walls of the house and the side property lines and from the front planes of the house to the rear walls. Outdoor machinery should be buffered by landscaping. Approximately 15, 3 gallon shrubs may be used to effectively screen outdoor machinery. The number of shrubs will depend on the length of the side wall and the review and approval of the MARC. See Shrubs, in Section 5.4, "Planting Material", for minimum specifications.
  - Back Yard: The back yard is the area comprised by the rear property line of a lot and the rear walls of the house in it. The minimum requirement for back yards is 2 Accent trees. Accent trees may be substituted by a cluster of 3 palm trees of staggering heights. When back yards include a pool deck, shrubs and groundcover will take approximately 15% of the back yard. When a pool deck is not included, the requirement is approximately 20%. See Shade, Accent and Palm Trees, in Section 5.4, "Planting Material", for minimum specifications.

#### 5.5 PLANTING RESTRICTIONS

Please see Exhibit 5H for a list of plant material that is prohibited in MiraBay.

Easements & Right-of-Way: The Developer and the Home Builders are the only entities

authorized to plant trees in the area bordered by the edge of the public sidewalk and the curb of the roadway as well as in any platted easements. Homeowners maintain the sod in these areas and may replace the sod should the need arise; however, no other type of planting can be done by the homeowner in these areas.

Vision Lines: Improvements such as fences, walls, hedges, shrubs or tree plantings are not allowed if they create a traffic or sight problem at intersections for Corner Lots or at the intersections of streets and driveways.

Sculptures & Fountains: Sculptures and fountains may be allowed based on individual merits and at the sole discretion of the MARC. Decorative items like animals, windmills and the like are not allowed, except for seasonal use.

Artificial Planting: No artificial planting may be attached to the exterior of a house or located within the planting yards.

#### 5.6 IRRIGATION

All lots must be irrigated with an underground automatic sprinkler system providing 100 coverage to all sod and newly landscaped areas, including the road right-of-way from the edge of the road pavement to the lot line.

Provisions shall be made for the removal of rust or stain if it is present in the water supply. The water shall be tested to determine if mineral content is at an unacceptable level prior to activation of the system. In the event of rust or stain in the water supply, chemical filtration shall be incorporated in the irrigation system. If staining occurs after the homebuilder has sold the lot, and the builder's warranty has expired, the homeowner shall be responsible for the removal of the stains and the providing of appropriate chemical filtration to the system. Irrigation systems shall be in accordance with Hillsborough County's codes and regulations.

#### 5.7 PLANT SELECTION (partial list)

#### Exhibit 5B

#### STREET TREE ALTERNATIVE SPECIES

(See Section 5.8.2 for additional information)

BOTANICALNAME	COMMON NAME
Quercus Virginiana	Live Oak (Standard Mirabay street tree except in Bay Estates and Bay Estates Preserve)
Ilex Vomitoria	Yaupon Holly
Pinus Palustris	Longleaf Pine
Gordonia Iasianthus	Loblolly Bay

# Crape Myrtle (in cul-de-sacs only and at MARC's discretion)

Ch. 5, Pg 7

#### 5.8 MAINTENANCE

Mirabay is a water-oriented community where most of its lots have double frontage. These frontages are from the roadway curb and from the rear canal, lagoon or property line. This entails high visibility and therefore higher maintenance lots.

General: All lots shall be systematically maintained throughout the different yards in respect to its landscape and overall appearance. The objective is to keep the landscape in a neat, orderly, vigorous and healthy condition. A routine service for lawn mowing and edging, fertilization, and control of weeds, bugs or disease infestation shall be implemented. **Sod may not exceed 6" in height between services.** 

Other periodic services shall include shrub trimming, structural tree pruning and replenishing of mulch at planting beds. Appropriate fertilization and fumigation will also be required. Overall appearance will also be monitored by the H.O.A. designated representative(s) and/or MARC in respect to general cleanliness. Dead branches, trees and the presence of excessive dry leaves and trash in general on yards shall be removed as soon as possible. Lack of attention to those matters will trigger a notice from the H.O.A. for action to be taken within 14 days.

#### 5.8.1 Trees & Palms

Shade trees and accent trees including trees in the parkway are to be maintained in a way of preserving their natural form. The technique is structural pruning consistent with the American National Standards Institute "ANSI A300 Standards" and work is to be completed by a vendor with a certified arborist on staff with workers trained to meet ANSI A300 Standards.

Excessive pruning or shaping from the top or bottom is not allowed to preserve the health of the tree and enhance its appearance. Palm pruning shall be limited only to the removal of yellow, dead or bent branches.

Sidewalk clear zone is 8' and street clear zone is 14.5'. All trees are to be a uniform height to avoid a lopsided canopy.

# 5.8.2. <u>Street Tree and Sidewalk Maintenance Standards</u> (approved August 24, 2016)

The MiraBay Architectural Review Committee (MARC), utilizing arborist recommended and proven pruning techniques for canopies and roots, has developed the following Street Tree Standards for MiraBay. Hillsborough County Guidelines are included where appropriate as well as generally recognized maintenance standards for sidewalk repair and replacement. These standards amend in part Chapter 5 of the MiraBay Architectural Guidelines.

#### **Pruning** (for trees with at least 4" Diameter at Breast Height (DBH – 4 ½ feet):

- Clear Zones:
  - Sidewalk 8 feet minimum
  - Travel way/Streets 14 feet
  - Technique Structural pruning consistent with the American National Standards Institute "ANSI A300 Standards" and work to be completed by a vendor with a certified arborist on staff with workers trained to meet ANSI Standards. (Sidewalk and street clear zones to be a uniform height to avoid a lopsided canopy).
- Timing
  - Initial Corrective Maintenance Immediate
  - Next Trimming 9 to 10 months later
  - Ongoing Once every 3 years
- Root Barriers to be required for all new or replacement street trees
  - Depth 24"
  - Distance Past Root Ball Required: 5 ft past center of trunk going both ways
  - Placement: Root protection on both sides of the tree on the street side (curb) and sidewalk side
  - Brand and Type 3 arborist recommendations. (Modular root barrier panels, minimum .06 inch gauge)
    - Villa Root Barrier
    - Deep Root
    - N.D.S.

#### Street Tree Spacing

- 50 feet maximum with at least one tree per lot, placed within the center third of the lot frontage. Lots 100 feet and larger require two trees minimum, placed as close as reasonable to the center 50 foot width.
- Place trees no closer than 5 feet to driveways, utility boxes, light poles and mailboxes.

#### Alternate Species and Placement

- Live Oak is the standard MiraBay street tree (except in Bay Estates and Bay Estates Preserve). Existing oaks shall not be removed without MARC permission. Existing oaks that are improperly located must be removed at the sole discretion of the MARC and missing trees must be placed as indicated above.
- Alternate tree species may be used when approved by the MARC, using these placement guidelines. Approved alternate species are:
  - Loblolly Bay
  - Yaupon Holly
  - Longleaf Pine
  - Crape Myrtle (In cul-de-sacs only at MARC's discretion.)
- Improperly located, diseased or excessively damaged oak trees will receive priority consideration for replacement with alternate species.

- Corner lots must have at least one Live Oak on both intersecting streets, beginning from the intersection.
- Alternate species must always have a Live Oak as the next tree on each side. For this reason, many lots will be required to have Live Oaks. There is no limit to the number of successive Live Oaks.
- Cul-de-sacs have unique and restrictive conditions due to lot shape and available space for street trees. Beginning with the first "pie" shaped lot on both sides of a culde-sac, the standard tree species shall be single trunk Crape Myrtle, color red. Spacing and placement shall be as noted above.
- Existing oaks meeting the standards may remain at the lot owner's discretion.

#### Mulch and Ground Cover for Trees

- Only organic material as specified in the MARC Guidelines shall be used.
- Mulch around the tree trunk should be no deeper than 2 to 3 inches and begin where the trunk flares into roots. DO NOT pile mulch against the trunk.
- The extent of mulch perimeter shall extend from the trunk for a 1 to 2 foot radius. Replace as needed to protect roots and retain moisture. A mowing border is recommended using a power edger.
- Ground cover plants may be included in the mulched area, and once established, may replace the mulch bed. Approved ground cover plant is Asiatic Jasmine (Jasmine minima).

#### Sidewalk Maintenance

- Lifted panels shall be shaved when greater than ½ inch higher than an adjacent panel. This can be repeated as needed until the raised panel must be replaced. At that time, sidewalk panels must be removed and root condition inspected by a certified arborist prior to proceeding.
- Based on the arborist's recommendations, roots may be pruned or air spaded and lowered as possible. Avoid excessive root damage or removal. Install a root barrier if possible.
- Place a minimum 4 inch layer of washed gravel over filter fabric as a sub-base for the new concrete slab and reinforce with wire mesh or reinforcing bar as needed to prevent future cracking. Extend mesh or rebar through all new scored joints.
- Sidewalk installation according to these guidelines, along with structural pruning of the trees, deters and slows aggressive root growth, which in turn slows lifting of sidewalks. Street tree and sidewalk maintenance is a continuing effort, but can be managed with regular care, and should not be a serious problem when handled properly.

#### 5.8.3 Irrigation

Homeowners shall monitor systems and correct or repair as necessary. In periods of drought, supplemental water may have to be used in order to keep up a green and healthy appearance. For lots that include the lagoon maintenance easement, the homeowner shall be responsible for irrigation of sod included within the easement, from the easement line to the edge of the water.

- Alternate species must always have a Live Oak as the next tree on each side. For this reason, many lots will be required to have Live Oaks. There is no limit to the number of successive Live Oaks.
- Cul-de-sacs have unique and restrictive conditions due to lot shape and available space for street trees. Beginning with the first "pie" shaped lot on both sides of a cul- de-sac, the standard tree species shall be single trunk Crape Myrtle, color red. Spacing and placement shall be as noted above.
- Existing oaks meeting the standards may remain at the lot owner's discretion.

#### 6.1 SIGNAGE

All signage in MiraBay to be installed by the Master Developer, homebuilders or homeowners, shall be submitted to Hillsborough County and shall comply with its sign ordinance, specifying locations, colors, structural details, sizes, etc.

#### Signage will be classified as:

Identificat
ion signs
Direction
al signs
Informati
onal
signs Cother
signs

Signs or features related to the overall community of MiraBay shall be designed and installed by the Master Developer. These include signs at the main entrance feature, directional signs along the main boulevard, informational signs at the Recreational Center and other informational signs.

Signs or features at the entrance of each of the different neighborhoods shall be designed by the Master Developer and installed or constructed by the homebuilder.

Signage within each individual block shall be designed by the Master Developer and installed by the homebuilder.

Identification Signs: Neighborhoods will have one major entry feature located at the entrance of each neighborhood. This feature consists of a garden wall which displays the name of the neighborhood. The feature will be flanked by a prototype landscape package. The design of the feature size and type of letters to be used shall be provided and specified by the Master Developer and provided to the homebuilders for the corresponding construction and installation.

Homebuilder Signs: These are the type of signs homebuilders will use to display the name of their company and the availability of the lot. One sign is allowed on each lot and it shall conform to the design, size, height, color and post details specified by the Master Developer. Homebuilders shall be responsible for the cost and installation of the same. The MARC administrator shall be contacted for ordering them.

House Numbers: The house numbers will be displayed on the mailbox. Additionally, each house shall exhibit a postal identification number clearly visible from any direction of approach on the front façade or alley way of the house. Numerals shall be a minimum of 3.372" in capital letter height and in a contrasting color to the wall on which they are attached.

Directional Signs: Non-advertising vehicular and/or pedestrian directional

signage will be designed and initially installed by the Master Developer. These shall be designed of a specific size of sign area and a maximum height above grade.

Informational Signs: This type of signage, as required throughout the site, must conform to all details and specifications for standard D.O.T. sign faces. In order to enhance the overall site, the following details must be followed:

The backs of all single faced signs are to be painted with the appropriate type of paintl in the same color paint as the support posts.

The support post must be a 3"x3", or 4"x4" square or round extruded aluminum post painted in a color conforming to the overall sign program. The base of each square tube hall be drilled on each sign with 3/4" holes located 3" above the grade in order to provide breakaway in case of impact.

Temporary Signage: Any temporary type of signage proposed to be used in any of the neighborhoods during the construction period shall be submitted first to the MARC for review and approval and shall include but not be limited to, location, size, height above grade, color, material, and expected time to be used.

Real Estate Signage: In order to provide a more consistent look throughout the community, standardized For Sale are the only real estate signs allowed in MiraBay. This will enhance the look of the community and help to maintain property value. One sign will be allowed on a single-family home front yard which is available for resale. Any For Sale sign must be located 10'-0" behind the front property line. Currently the approved sign information can be obtained by contacting the management company.

MiraBay C.D.D. Election Political Signs: MARC has approved specific guidelines for displaying signs to promote any official registered candidate running in a C.D.D. Board of Supervisor election. No signs for any other political race are approved (see attached 6.1.1 CDD Election Political Sign Guidelines).

#### 6.1.1 MIRABAY CDD ELECTION POLITICAL SIGN GUIDELINES

Revised & Updated August 2, 2016

The MiraBay MARC has approved political signs that can to be displayed to promote any officially registered candidate running in the current C.D.D. election. No signs for any other political race are approved at this time.

Guidelines for displaying these signs are as follows:

No sign will be placed in any common area, right of way, community park,
 C.D.D. or developer controlled property. No signs are permitted to be

placed on vacant home sites or in front of any uninhabited home.

- Only one standard sign will be permitted to be placed in a resident's front yard and only with that resident's permission.
- A standard sign is defined as being no more than 24" tall by 30" wide and secured in the ground with either a single wooden stake or metal frame.
   See photo below.
- Overall installation of sign including stand is not to exceed 36" in height.
- Signs should NOT be placed in the grassy area between the sidewalk and street. Placement is approved only for the area between the sidewalk and the front of the home. On corner lots, the placement is allowed on the corner or side of home, following the same criteria.
- Signs are allowed to be placed no earlier than 30 days before an election and may remain for no more than 24 hours after the election.
- Additionally, no sign shall be placed in such an area as to obstruct a motorist's view or distract a driver's attention.
- Signs containing derogatory or offensive information will be removed and discarded.
- Any signs not following the stated guidelines are subject to be removed and discarded.





Other: Except for the types of signs explained in this chapter or otherwise approved by the MARC, no other signs, flags, banners or advertising of any kind may be placed on or about any lot, attached to or part of any house, located in or about windows visible from the street or adjoining lots, located within road right-of-ways or common areas, or placed on or about any of the properties within MiraBay.

General: Any type of sign not previously approved by the MARC, plus any flag, banner or advertising of any kind not conforming to the provisions of this chapter, will be removed and disposed of by the MARC or the management company without any prior notice and without any responsibility of any kind for such removal on the part of the MARC or the management company.

#### 6.2 MAILBOXES, COMMUNICATION & SECURITY SYSTEMS

#### 6.2.1 MAILBOXES

All new single family homes built on each individual lot of MiraBay are required to have a standard mailbox and pedestal. Such mailbox structure shall be installed at the front of the lot, at the edge of the road pavement, to the left of the driveway, as seen from the street. The bottom of the mailbox shall be 36" above grade. 80' lots or larger will have a single post mailbox and lots under eighty feet will have a double box on a single post. See design in Exhibit 6A for details. All mailboxes serving villas shall be standard "double" mailboxes. All mailboxes serving sections in which more than two residential units are attached together shall be clustered mailboxes. The exact design of all double and clustered mailboxes must be approved by the MARC.

Specifications for the mailbox numbers for MiraBay are the following:

#### **EXHIBIT 6A: MAILBOX DESIGN**

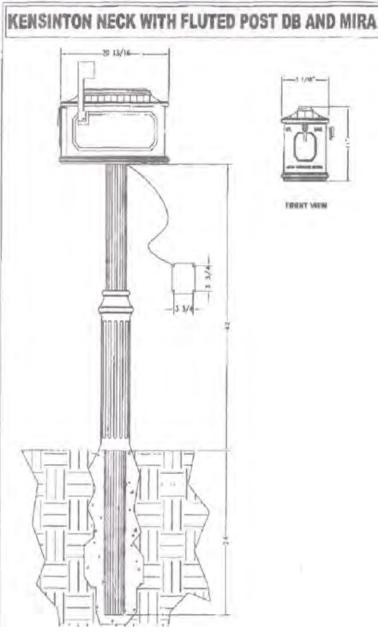


Catalog No.: AP-5124-03-5D, AM-21

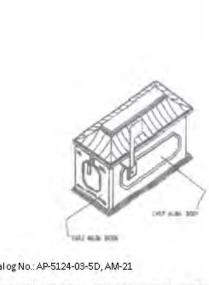
KENSINGTON NECK, 4° 0.0 FLUTED POST OB, WIFMB, POWDER COAT FINISH (COLOR BLACK TEXT 2).

NECK: CAST ALUMINUM ALLOY A356.2 SHAFT: FLUTED EXTRUDED ALUMINUM FLUTED 4" X 1/8 "WALL MOUNTING PLATE: EXTRUDED ALUMINUM MAILBOX: WFNB CAST ALUMINUM ALLOY A356.2 FASTENERS: ALL FASTENERS ARE STAINLESS STEEL (TAMPER RESIST

FINISH: BEACOTE
POLYESTER POWDER COAT ELECTROSTATICALLY APPLIED
AND THERMOWED. (COLOR BLACK TEXT 2)



#### EXHIBIT 6A.1: MAILBOX DESIGN

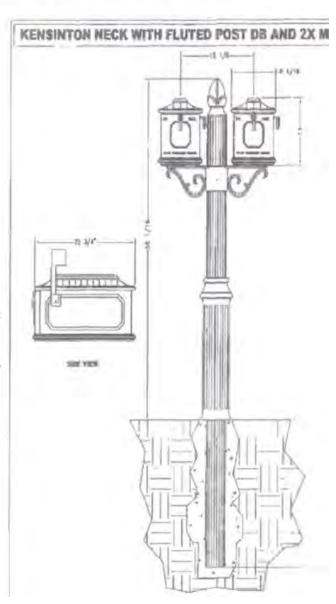


Catalog No.: AP-5124-03-5D, AM-21

KENSINGTON NECK, 4" 0.0 FLUTED POST OB, WFMB, POWDER. COAT FINISH (COLOR BLACK TEXT 2)

NECK: GAST ALUMNUM ALLOY A356.2 SHAFT: FLUTED EXTRUDED ALUMNUM FLUTED 4" X1/8 "WALL MOUNTING PLATE: EXTRUDED ALUMINUM MAILBOX: WENB CAST ALUMNUM ALLOY A356.2 FASTENERS: ALL FASTENERS ARE STAINLESS STEEL (TAMPER RESISTANT WHERE REQUIRED).

FINISH: BEACOTE POLYESTER POWDER COATELECT ROSTATICALLY APPLIED AND THERMOWED. (COLORBLACK TEXT 2)



#### **OTHER RESTRICTIONS** (partial list) 6.3

#### Equipment

Rights-of Way Curbing: Except for the extruded curbing along the road rights-of- way, which is part of the master paving and drainage design of MiraBay, no other type of vehicle obstruction, such as concrete half-spheres, pyramids, blocks, bricks, etc., shall be allowed along the Rightsof-Way Yards or within the pavement

## **EXHIBIT 37**

Who: Supervisor Nargi

What: Admiral Pointe Issues

When: 02-18-21

**Budget Impact: TBD** 

Decision: Board to direct staff to find a solution for the noise pollution related to the addition of the high school

From: Tim Nargi < timnargicdd@gmail.com > Sent: Friday, February 5, 2021 5:49 PM

To: Patricia C. Thibault pthibault@dpfgmc.com>

Subject: Re: MiraBay-Admiral Pointe Urgent Issues-PHOTOS AND VIDEOS ATTACHED

I do not think we should ignore this

This is a fair topic to bring up for discussion. Hopefully we can be advised by our engineer and counsel for a remedy for the betterment of our community

Tim

Tim Nargi Harbor Bay CDD Supervisor 703-622-5654 timnargicdd@gmail.com

This message may contain confidential, proprietary, or privileged information. Confidentiality or privilege is not intended to be waived or lost by erroneous transmission of this message. If you receive this message in error, please notify the sender immediately by return email and delete this message from your system. Disclosure, use, distribution, or copying of a message or any of its attachments by anyone other than the intended recipient is strictly prohibited.

On Fri, Feb 5, 2021 at 5:28 PM Patricia C. Thibault <a href="mailto:com">pthibault@dpfgmc.com</a> wrote:

**Board Supervisors** 

Please individually advise if you would like to advance this topic to the agenda

Patricia Thibault General Manager DPFG Management & Consulting 250 International Parkway Suite 280 Lake Mary, FL 32746 321-263-0132; ext 738

**To:** timnargicdd@gmail.com; dan@leventry.com; ryanwickcdd@gmail.com; mmaurer453@aol.com; Patricia.comings-thibault@dpfg.com; michaele@hgslaw.com

**Subject:** MiraBay-Admiral Pointe Urgent Issues-PHOTOS AND VIDEOS ATTACHED **Importance:** High

Good afternoon,

This email is to address the change in the quality of life and risk of declining property value for Admiral Pointe. This has been an ongoing since construction began in February 2019.

We (to include the previous homeowners who have moved out of their homes due to these issues) have made numerous attempts to work out a resolution with the school. We have emailed and spoken to the

principal Meredeth Williamson. Previous homeowners (that have now sold their properties) sent certified letters and made phone calls to the school as well.

Here are the issues that desperately need to be addressed:

Noise pollution, children screaming constantly from 8AM until 6PM. Due to construction they are directly behind our homes. The noise has increased drastically.

Teachers are frequently screaming as well. Construction noise due to heavy equipment and steam rollers.

Privacy, the wall is not high enough, there is a drastic height difference from our back wall compared to the other walls in front of Admiral Pointe and the main Mirabay.

Pollution and privacy, the car rider line is in our back yard a total of 3 hours per day, the cars are running, music blaring and fumes coming onto our properties. When phase 2 of the High School is completed these cars will be in our backyard longer. The cars and anyone on the school property can see directly into our entire yard and home.

Our careers, I have worked remote from home for the last 5 years and this has become an issue starting in 2019. Due to covid19 this has become an urgent matter as I now have to hold mandatory video webinars and corporate phone conferences. Due to issues stated above I've had to mute calls, and reschedule meetings.

The construction permits for the High School addition have been pulled and are for a 7 month period. February until the end of August. This has drastically increased the noise and air pollution.

To the extent that our home, to include all windows in our house, is vibrating. When phase two of the high school (see attached site plan 40,0000 additional square feet building that will be two stories and run the entire length of the back Admiral Pointe wall) will increase the foot traffic and vehicle traffic. The main entrance to the second addition of the High School is directly in our back yard.

We need a taller wall that will create a sound barrier and added privacy. Additional vegetation is needed, to reduce the noise and air pollution.

Attached find photos and videos. We look forward to your review and response.

From: Tim Nargi < <a href="mailto:timnargicdd@gmail.com">timnargicdd@gmail.com</a> > Sent: Saturday, February 6, 2021 10:43 AM To: Patricia\_Comings-Thibault < <a href="mailto:patricia.comings-">patricia.comings-</a>

thibault@dpfg.com>

Subject: Re: Admiral Pointe/SLAM School Phase 2

#### Good morning,

When I first saw the original email provided by staff to us board members I recommended and have asked staff to add this issue to our next CDD meeting agenda, (Feb 18th), to at least find out if the CDD has some sort of standing to get the county involved.

I read by your email the residents already reached out to the County. (Any contacts and/or paperwork you can share can only be helpful.)

However, since we are a Gov't entity, I'm looking to our CDD attorney and engineers to advise the entire board if there is a way forward for the HarborBay District to make official inquiries to Hillsbourough County for answers and a remedy.

Have a great MiraBay weekend!

R~Tim Nargi HBCDD Supervisor

#### Good Evening,

Oh where to begin. I guess the beginning is best.

I recently moved to Admiral Pointe last August. Mirabay is a dream come true for many homeowners. The beauty of the homes, the landscaping, street lighting, I could go on & on. Life was good, until one day last week I heard commercial construction vehicles in our back yard. Much to my surprise it was brought to my attention that a two story school was going up DIRECTLY behind me along the the strip of houses to the right & left of me. At that time I did not understand the magnitude of this structure until the heavy equipment started. This massive steam roller that shook my house that my pictures on my wall & glasses in my china cabinet were shaking. Please understand I work for Moffitt Cancer Center & I work from home. It is extremely difficult to conduct Zoom meetings & concentrate on my job due to this unfortunate loud noise. This does not include the children now play directly behind my house as they lost their playground during the construction phase.

It wasn't before long reality kicked in & the realization that my privacy was now gone along with my neighbors. We no longer can sit on our lanai in private. I did look up the schools construction plans & one entrance to this new school will be located between my house & the neighbors to my right. The traffic will be non stop not to mention the students will be able to see right in our yards & into the backs of our house.

I am writing on behalf of myself & Admiral Pointe to request some type of wall barrier be built behind us to regain our privacy, protect us from inhaling car fumes caused by the extensive long

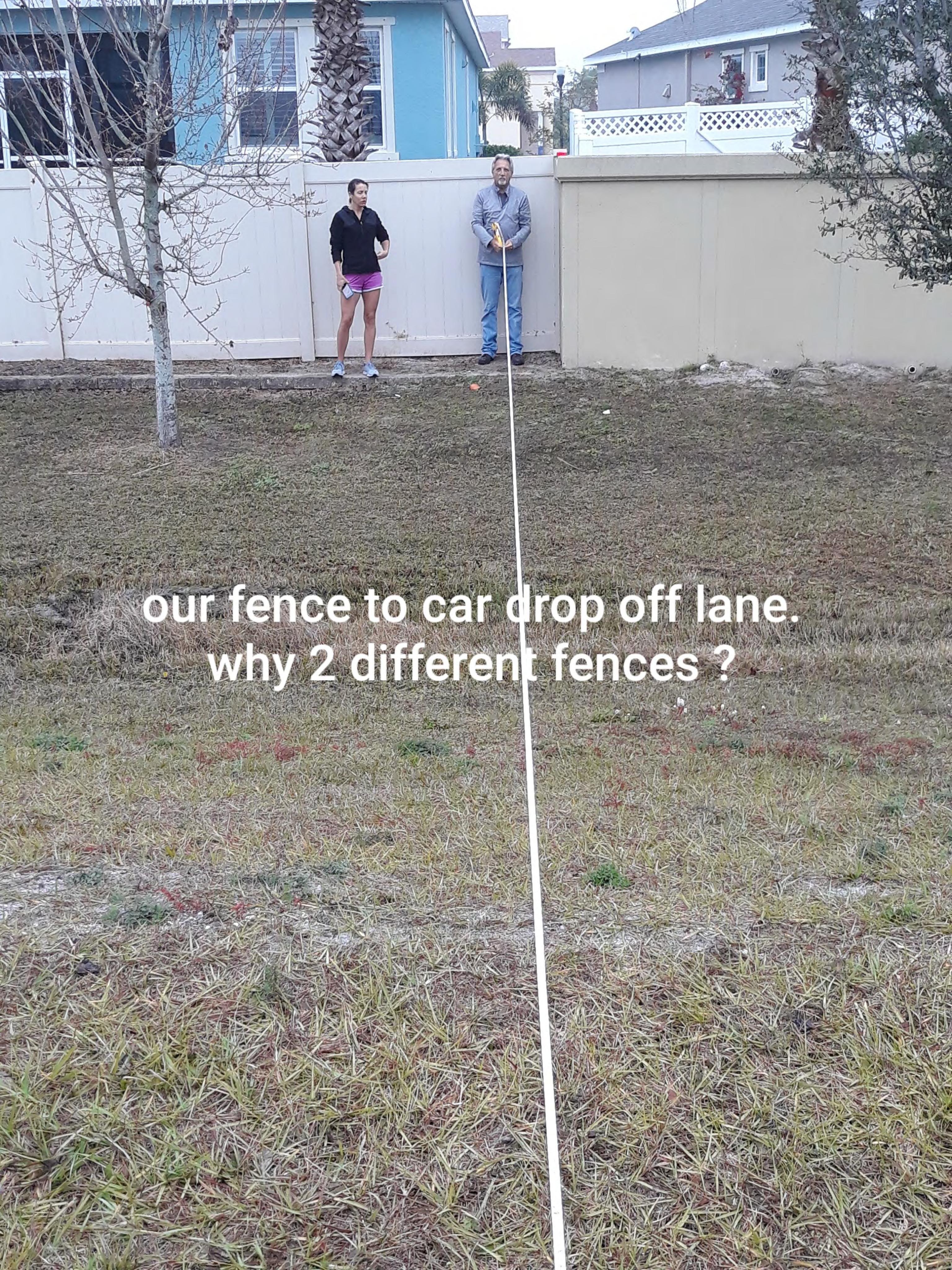
line of cars idling as they wait to drop off their children in the morning & again in the afternoon. The music blasting from these cars only adds to this negative impact on us.

We are doing our part & have contacted the County to check on coding & permits. The County has opened a case on our behalf & are checking into this situation.

My biggest concern of all this is the devaluation of my home along with the rest of the homes in Admiral Pointe. Resale values will decrease not to mention who would want to buy a house when all you see are cars & a huge school looking out your back lanai? I did start taking videos/pictures that I will be able to share in the future so that this Committee can see exactly how problematic this situation is.

Please help us residents of Admiral Pointe & give us back our privacy we so deserve & pay for. I'm sure when you look into it the fence that is currently behind us is substandard compared to the rest of the fences in Mirabay & along side street of Villamaire.

I appreciate your time & hope you consider our requirements to make living in Admiral Pointe our dream come true once again.





# **EXHIBIT 38**

Who: Supervisor Leventry

What: Crepe Myrtle Tree Option

When: 02-18-21

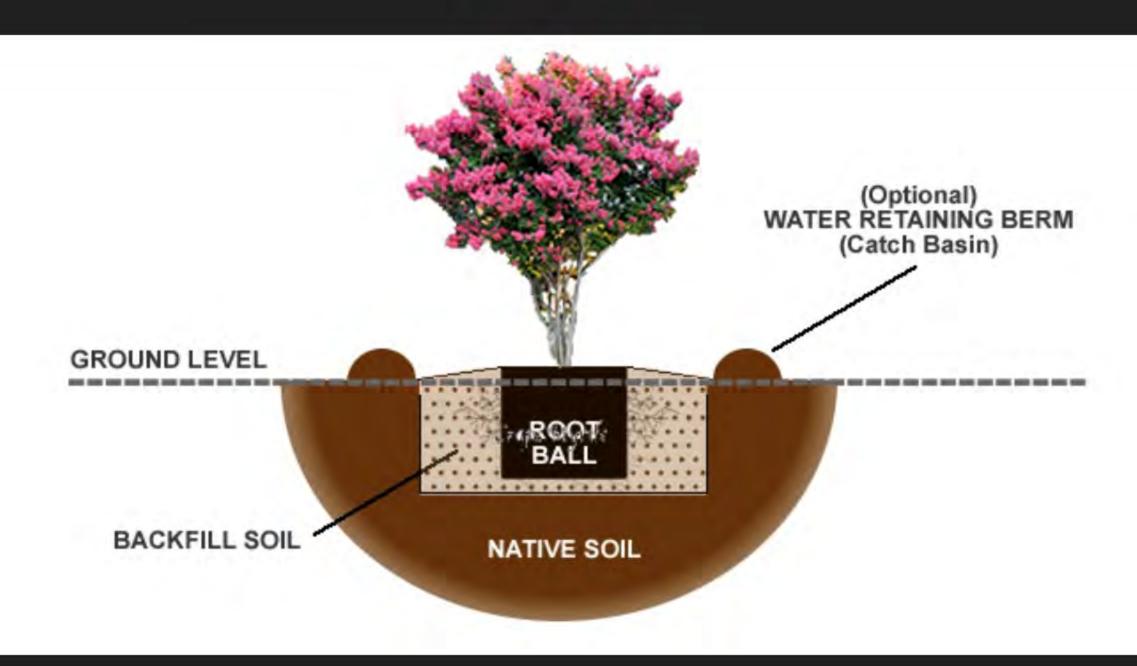
**Budget Impact: TBD** 

**Decision:** Board to discuss Crepe Myrtle Tree as

an option for street trees.



Q a crepe.myrtle roots



wilsonbrosgardens.com

725 × 350

View File

# Total Crape Myrtle Care

Tou may have seen the protest signs: "Stop Y Crape Myrtle Murder!" It seems for every vibrantly blooming and well maintained example of Lagerstroemia indica adorning properties from Texas to Savannah, there is one with its limbs

hacked off by the uniformed. Enter, Save the Crape Myrtles Organization (savethecrapemyrtles.org) whose mission is to prevent the odious practice of over pruning these graceful trees. Its founder, Robert Donohue, provides these general care pointers:



#### PRUNING

Prune at the end of winter to begin ning of spring. February to March (cooler zones, March to Aprill Remove all dead limbs. small crisscrossing and obstructive limbs and suckers around the base of the tree. Also, remove limbs to balance out the canopy.



MULCH

With initial planting, create mulch ring in a bagel shape to act as a bowl to help direct water to the roots.

#### FERTILIZATION

Test soil and use a good legal. organic combination of granular organic plant foods for trees and shrubs, compost liquid seaweed/fishemulsion/molasses. Use foliar toray and soil drench.



PEST MANAGEMENT Spray sulfur and limebased foliar treatment.

mildew is a threat. Use insecticidal soap for aphids and a spray hose nozzle at high water pressure to dislodge other insects.

Aphids 6

#### **IRRIGATION**

A properly shaped mulch ring works well with bubbler spray heads, drip imgation, subsurface aeration with drip systems and hose end watering.

#### INSTALLATION

Choose a location that allows many years of growth. "Let it show off its natural form," Donohue says. Dig a rough hole to present root girdling. Backfill with native soil and drench with water, Install root flare slightly above existing grade.