

**ADDENDUM NUMBER TWO TO AGREEMENT REGARDING THE ACQUISITION OF  
CERTAIN WORK PRODUCT AND IMPROVEMENTS**

**THIS ADDENDUM NUMBER TWO TO AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND IMPROVEMENTS** (the “**Second Addendum**”) is made and entered into this 5th day of October, 2021 (the “**Effective Date**”), by and between:

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, whose address is c/o DPFM Management & Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (the “**District**”), and

**PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, the owner and developer of certain lands within the boundaries of the District, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (the “**Developer**”); and together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance enacted by the Board of County Commissioners in and for Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Developer is the owner and developer of certain lands in Hillsborough County, Florida, located within the boundaries of the District, as initially described in the *Engineer’s Report Special Assessment Revenue Bonds Series 2001* dated July 5, 2001 and *Engineer’s Report Special Assessment Revenue Bonds Series 2001 and 2002* dated November 19, 2002 attached hereto as Exhibit A (collectively, the “**Engineer’s Report**”); and

**WHEREAS**, in conjunction with the prior issuance of bonds, the District and Terrabrook Apollo Beach, L.P. (“**Terrabrook**”), a predecessor to Developer, entered into that certain Agreement by and between the Harbor Bay Community Development District and Terrabrook Apollo Beach, L.P., Regarding the Acquisition and Completion of Certain Work Product and Improvements, dated August 16, 2001 (the “**Original Agreement**”), and that certain Addendum Number One thereto, dated December 4, 2002 (the “**First Addendum**” and together with the Original Agreement, the “**Acquisition Agreement**”) governing, in part, the conveyance of real property interests, infrastructure and other improvements from the Developer to the District; and

**WHEREAS**, the Acquisition Agreement was subsequently assigned from Terrabrook to the Developer; and

**WHEREAS**, the District and the Developer desire to acknowledge the continued effectiveness of the Acquisition Agreement and further refine the process and requirements for the future conveyance of Property from the Developer to the District; and

**WHEREAS**, for purposes of the Second Addendum, Property does not include potable water infrastructure, water distribution systems, and sanitary sewer collection systems and any roadway systems to be dedicated to Hillsborough County which are not contemplated to be conveyed by the Developer to the District under the Acquisition Agreement; and

**WHEREAS**, the conveyance of any lagoons and canals and improvements and easements associated therewith to the District will be subject to a subsequent addendum to the Acquisition Agreement and not subject to the Conveyance Procedures and Conveyance Standards set forth in this Second Addendum.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Second Addendum.

2. **RATIFICATION.** The Developer and the District hereby agree that the Acquisition Agreement remains in full force and effect except as modified herein.

3. **DEFINITIONS.** Unless otherwise defined in this Second Addendum, all capitalized terms shall have the meanings ascribed to them in the Acquisition Agreement.

4. **CONVEYANCE OF DISTRICT'S IMPROVEMENTS AND REAL PROPERTY INTEREST.**

a. Notwithstanding anything to the contrary in the Acquisition Agreement, the Developer agrees to convey to the District, and the District agrees to acquire from the Developer, the District's Improvements and Real Property Interest (collectively, the "**Property**") described on Exhibit A-1 of this Second Addendum, in accordance with the terms and conditions set forth in the Acquisition Agreement, as amended by this Addendum. The Conveyance Procedures attached hereto as Exhibit B are hereby approved and shall govern for all future conveyances of Property from the Developer to the District. The Conveyance Standards attached hereto as Exhibit C are hereby approved and shall govern all future conveyances of Property from the Developer to the District. Provided however, lagoons and canals and improvements and easements associated therewith shall not be subject to the Conveyance Procedures set forth in Exhibit B and the Conveyance Standards set forth in Exhibit C. Instead, lagoons and canals and improvements and easements associated therewith shall be subject to a subsequent addendum to the Acquisition Agreement ("**Subsequent Addendum**") to be negotiated and executed by the parties within twelve (12) months of the date of this Second Addendum. Both parties confirm that the lagoons and canals and improvements and easements associated therewith shall be conveyed to the District at a future date in accordance with the Acquisition Agreement and the Subsequent Addendum. If no such Subsequent Addendum is negotiated and executed, the lagoons and canals shall be conveyed to the District in accordance with the Original Agreement and First Addendum.

b. For roadways, curbs, gutters, sidewalks, and other infrastructure: (i) located

within areas that are less than 90% built out with homes; (ii) which have been conveyed to District following the Effective Date of this Second Addendum; and (iii) which are materially damaged by continued initial construction activities by the Developer or builders, Developer hereby agrees, at Developer's sole cost and expense, to repair, or cause to be repaired, any such damage not including, however, normal wear and tear. Developer shall also include in contracts executed after the Effective Date for sale of any lot to a builder or sub-developer a provision requiring the builder or sub-developer to pay the District its attorney's fees incurred in pursuing legal action against the builder or sub-developer to collect money damages for damage to District property caused by such builder or sub-developer, or their contractors, sub-contractors and materialmen. In such contract between Developer and the builder or sub-developer, the District shall be named as a third part beneficiary solely for this provision.

5. **AUTHORIZATION.** The execution of this Second Addendum has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this Second Addendum. This Second Addendum shall become effective after execution by the parties hereto as of the date first written above.

6. **COUNTERPARTS.** This Second Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

7. **CONFLICTS.** To the extent that any terms or conditions found in the Acquisition Agreement conflict with the terms of this Second Addendum, this Second Addendum shall control and shall prevail.

8. **ARM'S LENGTH TRANSACTION.** This Second Addendum has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Second Addendum and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Second Addendum, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

9. **THIRD PARTY BENEFICIARIES.** This Second Addendum is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Second Addendum. Nothing in this Second Addendum expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Second Addendum or any of the provisions or conditions of this Second Addendum; and all of the provisions, representations, covenants, and conditions contained in this Second Addendum shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

10. **DURATION.** The first Property to be processed through this Second Addendum shall be properties with the following folio numbers: 051638-0324, 051638-0330, 054234-1174, 054234-1176 ("Trial Parcels"). If the Trail Parcels have not been conveyed to the District in accordance with this Second Addendum within six (6) months of the Effective Date, or if the Trial

Parcels are conveyed by such date and either party is dissatisfied with the operation of the Second Addendum, each party has a right to unilaterally terminate the Second Addendum by delivering written notice of termination to the other party by March 1, 2022. No other Property, including but not limited to Folio #054191-1128 (Tract C-1 of Parcel 7, Phase 1), shall be presented for conveyance before December 31, 2021.

11. **CAPITAL IMPROVEMENT CONTRIBUTION; REIMBURSEMENT.** Developer shall pay to the District two hundred twenty-five thousand dollars (\$225,000.00) (“**Contribution**”) upon execution of this Second Addendum by the District. At the same time, the Developer shall pay the District \$2,655.00 for one-half of the cost of the clean-up of dead marine life in 2021.

12. **REMOVAL OF CANAL BLOCKAGE.** Developer shall remove the canal blockage described in the Attachment C-2.

13. **MANGROVE TRIMMING.** The Developer has obtained a multi-year proposal to trim mangroves in the areas designated on Attachment C-1 as Tract C-1 and a one year proposal to trim mangroves near two bridges located with Mirabay (“**Mangrove Parcels**”). These proposals are attached to Exhibit C as Attachment C-1 (the “Proposals”). Within thirty (30) days of the Effective Date, the Developer shall contract to have the work set forth in the Proposals performed, provided all parties hereby acknowledge and agree that such work is subject to required permits and governmental approvals and the scope may require modification in accordance therewith. Developer shall complete the trimming near the bridges and the first year of trimming of Tract C-1 outlined in the Proposal. Upon completion of the first year of trimming for Tract C-1, the Developer shall convey the Mangrove Parcels to the District simultaneously with a payment of the costs set forth in the multi-year proposal to trim the Mangrove Parcels for the duration of the proposal.


[Signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Second Addendum the day and year first written above.

Attest:

**HARBOR BAY COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

**WITNESS**

**PARK SQUARE ENTERPRISES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

- Composite Exhibit A:** Engineer's Report
- Exhibit A-1:** Property
- Exhibit B:** Conveyance Procedure
  - Attachment B-1: Form of Request
  - Attachment B-2: Form of Special Warranty Deed
  - Attachment B-3: Form of Bill of Sale
  - Attachment B-4: Form of Assignment of Easements
- Exhibit C:** Conveyance Standards
  - Attachment C-1: Mangrove Trimming Proposal

**IN WITNESS WHEREOF**, the Parties execute this Second Addendum the day and year first written above.

Attest:

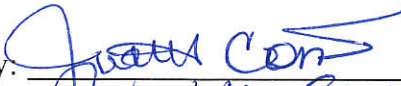
**HARBOR BAY COMMUNITY  
DEVELOPMENT DISTRICT**


\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**WITNESS**

**PARK SQUARE ENTERPRISES, LLC,**  
a Delaware limited liability company

By:   
Name: Judith Combs

By:   
Name: Braham Aggarwal  
Title: Manager

- |                             |                                 |
|-----------------------------|---------------------------------|
| <b>Composite Exhibit A:</b> | Engineer's Report               |
| <b>Exhibit A-1:</b>         | Property                        |
| <b>Exhibit B:</b>           | Conveyance Procedure            |
| Attachment B-1:             | Form of Request                 |
| Attachment B-2:             | Form of Special Warranty Deed   |
| Attachment B-3:             | Form of Bill of Sale            |
| Attachment B-4:             | Form of Assignment of Easements |
| <b>Exhibit C:</b>           | Conveyance Standards            |
| Attachment C-1:             | Mangrove Trimming Proposal      |

**COMPOSITE EXHIBIT A  
ENGINEER'S REPORT**

**HARBOR BAY  
COMMUNITY DEVELOPMENT DISTRICT  
ENGINEER'S REPORT  
SPECIAL ASSESSMENT  
REVENUE BONDS SERIES 2001**

*Prepared for:*

**Board of Supervisors  
HARBOR BAY  
Community Development District**

*Prepared by:*

**Heidt & Associates, Inc.  
2212 Swann Avenue  
Tampa, Florida 33606  
813-253-5311**

Revised July 5, 2001



## TABLE OF CONTENTS

	<i>Page #</i>
INTRODUCTION	1
INFRASTRUCTURE IMPROVEMENTS	2
OWNERSHIP AND MAINTENANCE	5
PERMIT STATUS	6
SUMMARY OF COSTS	9
ENGINEER'S OPINION	10
APPENDIX	
A. Legal Description	
B. Vicinity Map	
C. Master Plan	

## INTRODUCTION

Mirabay is a land development project located within the boundaries of the Harbor Bay Community Development District ("District"). The Mirabay property consists of approximately 765 acres, located west of U.S. Highway 41 in Apollo Beach. The Vicinity Map is contained in Appendix B. The District was created to provide an efficient funding mechanism for the public infrastructure associated with this community. The parcel is located in Sections 28, 29, 32 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida. A master plan of the project is located in Appendix C of this report. The legal description of the Mirabay property is attached in Appendix A and labeled as follows:

1. Tract "V"
2. Tract "W"
3. Portion of Apollo Beach, Pocket 101

The purpose of this report is to provide a description of the improvements which may be financed by the District ("the Total Project"). A portion of the Total Project will be financed with proceeds of the District's Special Assessment Revenue Bonds, Series 2001 (The "Series 2001 Bonds"). The portion of the Total Project which is funded by the Series 2001 Bonds is referred to herein as the 2001 Project. Any Total Project costs not funded by the Series 2001 Bonds will be funded by future District bond issues or by the Developer. Refer to Table 1 for a costs summary of the Total Project and the 2001 Project, totaling approximately \$51,654,393 and \$ 22,415,006, respectively..

The current plan of development is expected to include 1,650 housing units and 300,000 square feet of commercial/office development. The current Development of Regional Impact (D.R.I.) approval and zoning allows for these uses, with more detailed permit information being found in the "Permit Status" section of this report.

Public infrastructure and land improvements needed to service Mirabay include U.S. 41 intersection improvements, the extension of Leisey Road from U.S. 41 to Main Street, the extension of Golf and Sea Boulevard to Leisey Road, construction of Main Street, off-site force main, multiple sewage pump stations and associated forcemain, canal improvements, retaining wall, boat lift, flow restrictor, wetland mitigation, drainage, lagoon and detention pond construction and associated grading, entry monumentation, landscaping and irrigation, and a recreation facility. Clearing activities have commenced and earthwork and retaining wall construction is anticipated to start in July 2001. Construction of the 2001 Project is anticipated to be completed by December 2002. Construction of the Total Project is anticipated to be completed by 2009. Completed infrastructure in the approximate amount of \$1,500,000.00 will be acquired by the District with proceeds of the Series 2001 Bonds.

The Engineer's Report reflects the District's present intentions. The implementation and completion of any improvement outlined in this report requires final approval by the District's Board of Supervisors, including the award of contracts for the construction of the improvements. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

## INFRASTRUCTURE IMPROVEMENTS

The District presently intends to contribute certain public infrastructure improvements necessary for the development of Mirabay. As mentioned, a portion of these improvements will be funded by District bond issues and a portion will be funded by the Developer and then provided to the District. There is a Development Regional Impact (DRI) in place which mandates many of these improvements. The Series 2001 Bonds will be issued to pay for approximately \$22.4 million of these improvements. A more specific description of each of these items follows and the related costs are provided in Table 1.

### MASTER ROADS AND STREETS

The District presently intends to provide the master transportation facilities within and adjacent to the District boundaries. A description of each facility follows:

Main Street : (also known as Street "A") is the proposed two-lane divided primary project entrance roadway. The District intends to provide approximately 3,065 linear feet of this roadway that connects the Mirabay project to U.S. 41.

Leisey Road : Leisey Road is an existing Hillsborough County roadway which will be improved and extended into the Mirabay project and will serve as a secondary project entrance. The proposed cross-section consists of an expanded 80' right-of-way with two lanes of undivided pavement. The District intends to provide approximately 3,318 linear feet of this roadway.

Golf and Sea Boulevard : Golf and Sea Boulevard is a north/south collector roadway that currently terminates at the southern boundary of the existing Apollo Beach development. The District intends to extend this roadway south to Leisey Road in the Mirabay project as required by Hillsborough County. The proposed cross-section consists of 100' of right-of-way with two individual travel lanes. The District presently intends to provide approximately 2,843 linear feet of this roadway.

U.S. 41 : Intersection improvements to U.S. 41 will be required due to the two connection points, Main Street and Leisey Road. The improvements must be permitted through the F.D.O.T. and therefore will be designed to F.D.O.T. standards. Intersection improvements are included in the Master Roads and Streets cost.

Street B : Street B is an internal collector roadway that serves Parcels 17, 18, 19 and 20. The proposed cross-section consists of a 50' right-of-way with two lanes of individual pavement. The District intends to provide approximately 886 linear feet of this roadway.

Street J : Street J is an internal collector roadway that serves Parcels 9 and 10. The proposed cross-section consists of a 50' right-of-way with two lanes of individual pavement. The District intends to provide approximately 1,140 linear feet of this roadway.

## MASTER WATER AND WASTEWATER

Hillsborough County has indicated that it has water and sewer capacity for this project at full build-out.

Water Distribution System : The District presently intends to provide the water distribution system for the Mirabay project. The water distribution main line will have two points of connection located at U.S. 41 and Golf and Sea Boulevard. The water main will loop through the Mirabay project to provide water to all residential, commercial and recreational portions of the development.

Sanitary Sewer Collection System : The District presently intends to provide the sanitary sewer collection system. The Mirabay project will consist of a system of gravity sewer mains, six pump stations and associated force main to provide sanitary sewer service to the project. Additionally, it is required to construct a 10' offsite force main from Golf and Sea Boulevard north to the Apollo Beach Master Pump Station.

## MASTER SURFACE WATER MANAGEMENT

The District presently intends to finance the master surface water management infrastructure for the Mirabay project. Components of the surface water management infrastructure are described below:

Earthwork and Retaining Walls : A significant amount of fill is required to elevate the Mirabay project above the 100-year base flood elevation of +11.0 feet MSL. It is necessary to achieve this elevation in order for the master stormwater system to function as permitted. Existing grades on the site vary from +4.5 MSL to +7.5 MSL. Fill obtained from a ±135 acre lagoon will be utilized to elevate the site. Fill material placed on existing fingers will require a revetment system to provide structural retention of the fill. Retaining walls will be placed along the existing canal system in order to support the fill placed on the canal fingers.

Canal Improvements : Certain improvements to the existing canal system are required by local, state and federal regulatory authorities. The improvements are listed below:

- Resistance Structures to create circulation throughout the canal system
- Cross-Canal Connections to alleviate dead end canals
- Channel Cut to connect two canal fingers for circulation
- Canal Shallowing to alleviate anaerobic conditions and improve flushing
- Bio Sumps to provide water quality treatment at canal dead ends
- Acquisition of permit and implementation of Manatee Protection Plan

Wetland Mitigation : A comprehensive wetland compensation plan is proposed to mitigate for unavoidable wetland impacts within the Mirabay project. Components of the mitigation plan are summarized below:

Earthen Plug Removal and Canal Impact Mitigation : Shoreline littoral zone impacts due to the removal of the earthen plug will be mitigated in Mitigation Area M-1, a shoreline littoral shelf located adjacent to the canal system. Mangroves and salt marsh grasses will be installed in the southwest corner of the canal system.

Environmental Impact Compensation Plan : The 12.71 acres of wetland impacts will be compensated by creating 16.6 acres of shrubby-forested freshwater wetlands in Mitigation Area M-2, located south of Villemaire Road.

Wetland Enhancement and Preservation : A total of 42.64 acres of isolated wetlands will be preserved on the site. Enhancement for a portion of these wetland systems is proposed by removing special material and nuisance species. Replanting of Wetlands D and K is also proposed.

### **SUBDIVISION INFRASTRUCTURE**

The District presently intends to provide supporting infrastructure for the residential portion of the Mirabay project. Subdivision infrastructure improvements include roadway, utilities and stormwater management facilities and associated grading necessary for the stormwater system to function. The current land plan includes approximately 41,667 linear feet of local roadway construction.

Town Center : The District intends to provide supporting infrastructure for the Town Center located in the Mirabay project. The supporting infrastructure includes access, utilities and grading associated with future office and commercial uses necessary for the stormwater management system to function.

### **LANDSCAPING AND SECURITY WALLS**

The District presently intends to provide certain landscape amenities and facilities within the Mirabay project. These facilities include entry and frontage landscaping and walls, common signage, stormwater management and treatment area landscaping.

Landscaping and Signage : The District frontage will be contoured and landscaped with special attention given to the entrance including walls and signage. Stormwater management facilities will also be landscaped consistent with the theme of the Mirabay project.

Security Walls : Two gatehouses are planned within the District. The security gates will be located beyond the Town Center and commercial areas within the Mirabay project.

### **PARKS AND RECREATION FACILITIES**

The District presently intends to provide recreation facilities within the project.

Recreation Facility : The recreation facility includes a multi-use center and parking containing an approximately 10,000 square foot structure as well as swimming and tennis facilities and other amenities. Associated with the recreation facility will be passive park 6A.

Boatlift : A boatlift facility is also being provided to allow boat access to Tampa Bay from within the project. A passive park is proposed adjacent to the boathft facility.

**PROFESSIONAL FEES**

Professional Fees include civil engineering costs for site design, permitting, inspection, and master planning, survey costs for construction staking and as-builts as well as preparation of preliminary and final plats, geotechnical costs for pre-design soil borings, underdrain analysis and construction staking, and architectural costs for landscape and recreation design. Also included in this category are fees associated with environmental consultation and permitting.

## OWNERSHIP AND MAINTENANCE

Ownership and maintenance of the improvements is anticipated as set forth below:

### IMPROVEMENT

### OWNERSHIP/MAINTENANCE

Roadway Systems – In Front of Gates  
Rights-of-way, including curb, gutter,  
pavement, underdrain, etc.

Hillsborough County

Roadway Systems – Behind Gates  
Rights-of-way, including curb, gutter,  
pavement, underdrain, etc.

Community Development District

Stormwater Management System

CDD (with Drainage Easement to  
Hillsborough County)

Sanitary Sewer Collection System

Hillsborough County

Water Distribution System

Hillsborough County

Recreation Facility

Community Development District

Landscaping along Right-of-Way

Community Development District

Monumentation and Signs

Community Development District

Security

Community Development District

## PERMIT STATUS

Infrastructure Improvements for the Harbor Bay project are contained in the following construction plans:

- Harbor Bay Phase 1
- Harbor Bay Phase 2
- Harbor Bay Phase 3
- Harbor Bay Parcel 8

The permit status for these plans are as follows:

- |    |  |                   |
|----|--|-------------------|
| 1. | Phase 1 SWFWMD ERP (Includes Phases 1 & 2)<br>4318838.004          | Approved 1/30/01  |
|    | Parcel 8 SWFWMD ERP<br>44018838.005                                | Approved 4/13/00  |
|    | Phase 3 SWFWMD ERP   | To Be Applied For |
| 2. | Phase 1 Hillsborough County EPC - Sewer Permit<br>0158974-001-DWC  | Approved 8/19/00  |
|    | Parcel 8 Hillsborough County EPC – Sewer Permit<br>0158974-002-DWC | Approved 8/24/00  |
|    | Phase 2 Hillsborough County EPC – Sewer Permit<br>0159774-001-DWC  | Approved 8/26/99  |
|    | Phase 3 Hillsborough County EPC – Sewer Permit                     | To Be Applied For |
| 3. | Phase 1 Florida Department of Health Permit<br>0125332-180-DS/C    | Approved 8/31/99  |
|    | Parcel 8 Florida Department of Health Permit<br>0125332-277-DS/C   | Approved 8/31/99  |
|    | Phase 2 Florida Department of Health Permit<br>0125332-184-DS/C    | Approved 9/17/00  |
|    | Phase 3 Florida Department of Health Permit                        | To Be Applied For |
| 4. | F.D.O.T Drainage Connection Permit Exemption<br>99-A-796-0066      | Approved 3/7/00   |
| 5. | USA-COE Individual Permit<br>199803785(IP-MN)                      | Approved 3/2/01   |



6.	Phase 1 Hillsborough County Construction Plan Approval 51639	Approved 3/2/01
	Parcel 8 Hillsborough County Construction Plan Approval 51634	Approved 7/26/00
	Phase 2 Hillsborough County Construction Plan Approval 51623	Approved 3/2/01
	Phase 3 Hillsborough County Construction Plan Approval	To Be Applied For

**Note:** At the present time, permits have been secured which allow construction of Phases 1 and 2 and Parcel 8 of the Mirabay project. All required development permits have either been obtained or are expected to be obtained in the normal course of business. All costs are based on actual construction plan estimates or historic development costs for similar projects.

**TABLE I**  
**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**  
**SUMMARY OF COSTS**

	Total Project	2001 Project
Master Roads and Streets	\$1,836,555	\$997,851
Master Water and Wastewater	\$13,710,702	\$7,500,510
Master Surface Water Management	\$8,932,999	\$5,507,357
Subdivision Infrastructure	\$11,855,593	\$1,405,513
Landscaping and Security Walls	\$3,203,899	\$833,273
Parks and Recreation Facilities	\$4,375,141	\$1,737,574
Professional Fees	\$3,043,650	\$2,191,428
Contingency	\$4,695,854	\$2,241,500
<b>TOTAL</b>	<b>\$51,654,393</b>	<b>\$22,415,006</b>

\*The District anticipates that the proceeds of the Series 2001 Bonds will fund the costs which are identified, but maintains the ability to fund other Project costs to the extent that the development plan shifts.

## ENGINEER'S OPINION

It is our professional opinion that the summary of costs listed above is sufficient to complete the construction of the items intended.

---

Toxey A. Hall, P.E.  
Florida Registered Engineer No. 37278

# APPENDIX A

Harbor Bay Community Development District  
Legal Descriptions

Figure 9

HARBOR BAY  
D.R.I.

TRACT "V"

DESCRIPTION: A parcel of land lying in Sections 28, 29, 32 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows;

From the Southwest corner of the Northwest 1/4 of Section 32, Township 31 South, Range 19 East, run thence N.00°53'55"E., 60.00 feet along the West boundary of the Northwest 1/4 of said Section 32; thence S.89°25'58"E., 780.75 feet along the North right-of-way line of Villemaire Road (also being a line 60.00 feet North of and parallel with the South boundary of the Northwest 1/4 of said Section 32) to the POINT OF BEGINNING; thence along the Easterly boundary of property deeded to Hillsborough County and recorded in Official Records Book 7073, Page 320, Public Records of Hillsborough County, Florida the following two (2) courses: 1) N.00°36'25"E., 668.30 feet; 2) S.89°16'25"E., 1860.63 feet to the Westerly maintained right-of-way line of Leisey Road; thence N.00°55'35"E., 514.13 feet along said Westerly maintained right-of-way line to the North boundary of a 30 foot wide Drainage Canal as recorded in Deed Book 1106, Page 308, Public Records of Hillsborough County, Florida; thence N.59°07'43"W., 937.77 feet along said Drainage Canal; thence N.31°17'43"W., 2730.60 feet along said Drainage Canal to the West boundary of the aforesaid Section 29; thence N.00°28'03"E., 1168.22 feet along said West boundary to the Northwest corner of the Southwest 1/4 of said Section 29; thence S.89°17'14"E., 1026.94 feet along the North boundary of the Southwest 1/4 of said Section 29 to the centerline of a drainage canal; thence along the centerline of said canal the following fourteen (14) courses: 1) N.12°57'40"W., 112.26 feet; 2) N.00°11'29"W., 77.99 feet; 3) N.26°34'39"E., 26.86 feet; 4) N.28°19'33"E., 51.78 feet; 5) N.35°31'21"E., 99.07 feet; 6) N.36°11'35"E., 79.11 feet; 7) N.36°16'26"E., 89.95 feet; 8) N.36°29'54"E., 92.87 feet; 9) N.37°43'25"E., 72.46 feet; 10) N.36°45'54"E., 83.83 feet; 11) N.36°54'42"E., 74.67 feet; 12) N.34°31'46"E., 77.69 feet; 13) N.38°01'31"E., 79.67 feet; 14) N.38°17'39"E., 111.88 feet to a point on the curved Southerly boundary of Biscayne Canal according to the plat of APOLLO BEACH - UNIT SIX, as recorded in Plat Book 37, Page 88, Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said Apollo Beach Unit Six, the following four (4) courses: 1) Southeasterly, 1328.34 feet along the arc of a curve to the left having a radius of 1305.00 feet and a central angle of 58°19'14" (chord bearing S.60°18'45"E., 1271.74 feet) to a point of tangency; 2) S.89°28'22"E., 1374.19 feet to a point of curvature; 3) Northeasterly, 723.06 feet along the arc of a curve to the left having a radius of 788.28 feet and a central angle of 52°33'18" (chord bearing N.64°14'59"E., 697.97 feet); 4)

S.89°32'53"E., 442.25 feet; thence S.00°49'48"W., 653.98 feet to the South boundary of the Northeast 1/4 of said Section 29; thence S.89°17'14"E., 190.17 feet along said South boundary of the Northeast 1/4 of Section 29, to the Northwest corner of the Southwest 1/4 of the aforesaid Section 28; thence S.89°22'16"E., 1051.33 feet along the North boundary of Tract 62, RUSKIN TOMATO FARMS, according to the plat thereof as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida; thence S.00°53'15"W., 1354.39 feet along the West boundary of the East 269.17 feet of said Tract 62 and a Southerly projection thereof to the South right-of-way line of Leisey Road (North boundary of Tract 71 of said RUSKIN TOMATO FARMS); thence S.89°19'05"E., 1562.31 feet along said South right-of-way line (North boundary of Tracts 71 and 72 of said RUSKIN TOMATO FARMS) to the intersection right-of-way for Leisey Road with U.S. Highway No. 41 (S.R. 45); thence S.41°51'46"E., 65.34 feet along said intersection right-of-way line; thence along the Westerly right-of-way line of said U.S. Highway No.41 the following six (6) courses: 1) S.47°13'56"W., 349.59 feet; 2) S.47°17'54"W., 4033.93 feet to a point of curvature; 3) Southwesterly, 990.76 feet along the arc of a curve to the right having a radius of 11409.16 feet and a central angle of 04°58'32" (chord bearing S.49°47'10"W., 990.45 feet); 4) N.37°43'34"W., 18.00 feet to a point on a curve; 5) Southwesterly, 81.61 feet along the arc of said curve to the right having a radius of 11391.16 feet and a central angle of 00°24'38" (chord bearing S.52°28'44"W., 81.61 feet); 6) S.77°22'04"W., 129.32 feet to the North right-of-way line of the aforesaid Villamaire Road; thence N.89°25'58"W., 3401.98 feet along said North right-of-way line (also being a line 60.00 feet North of and parallel with the South boundary of the Northwest 1/4 of said Section 32) to the POINT OF BEGINNING.

Containing 668.298 acres, more or less.

TOGETHER WITH THE FOLLOWING:

TRACT "W"

DESCRIPTION: A parcel of land lying in the South 1/2 of Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest 1/4 of Section 32, Township 31 South, Range 19 East, run thence S.89°25'58"E., 492.97 feet along the North boundary of the Southeast 1/4 of said Section 32; thence S.00°46'29"W., 836.58 feet to the Westerly right-of-way line of U.S. Highway No. 41 (S.R. No.45); thence S.52°46'06"W., 315.97 feet to along said Westerly right-of-way line to a point of curvature; thence Southwesterly, 388.78 feet along the arc of a curve to the left having a radius of 7211.97

feet and a central angle of  $03^{\circ}05'19''$  (chord bearing  $S.51^{\circ}13'26''W.$ , 388.73 feet) along said Westerly right-of-way line; thence  $N.89^{\circ}28'12''W.$ , 1272.63 feet; thence  $N.00^{\circ}55'56''E.$ , 1277.53 feet to the North boundary of the Southwest 1/4 of said Section 32; thence  $S.89^{\circ}25'58''E.$ , 1324.84 feet along the North boundary of the Southwest 1/4 of said Section 32 to the POINT OF BEGINNING.

Containing 50.515 acres, more or less.

ALTOGETHER containing 718.813 acres, more or less.

AGC-AB-001

P:\APOLLO BEACH\APOLLO-DRI-NEW

PAD

July 21, 1998

VBR

July 23, 1988

VBR

(Revised) August 29, 1998

VBR

(Revised Title) January 19, 1999

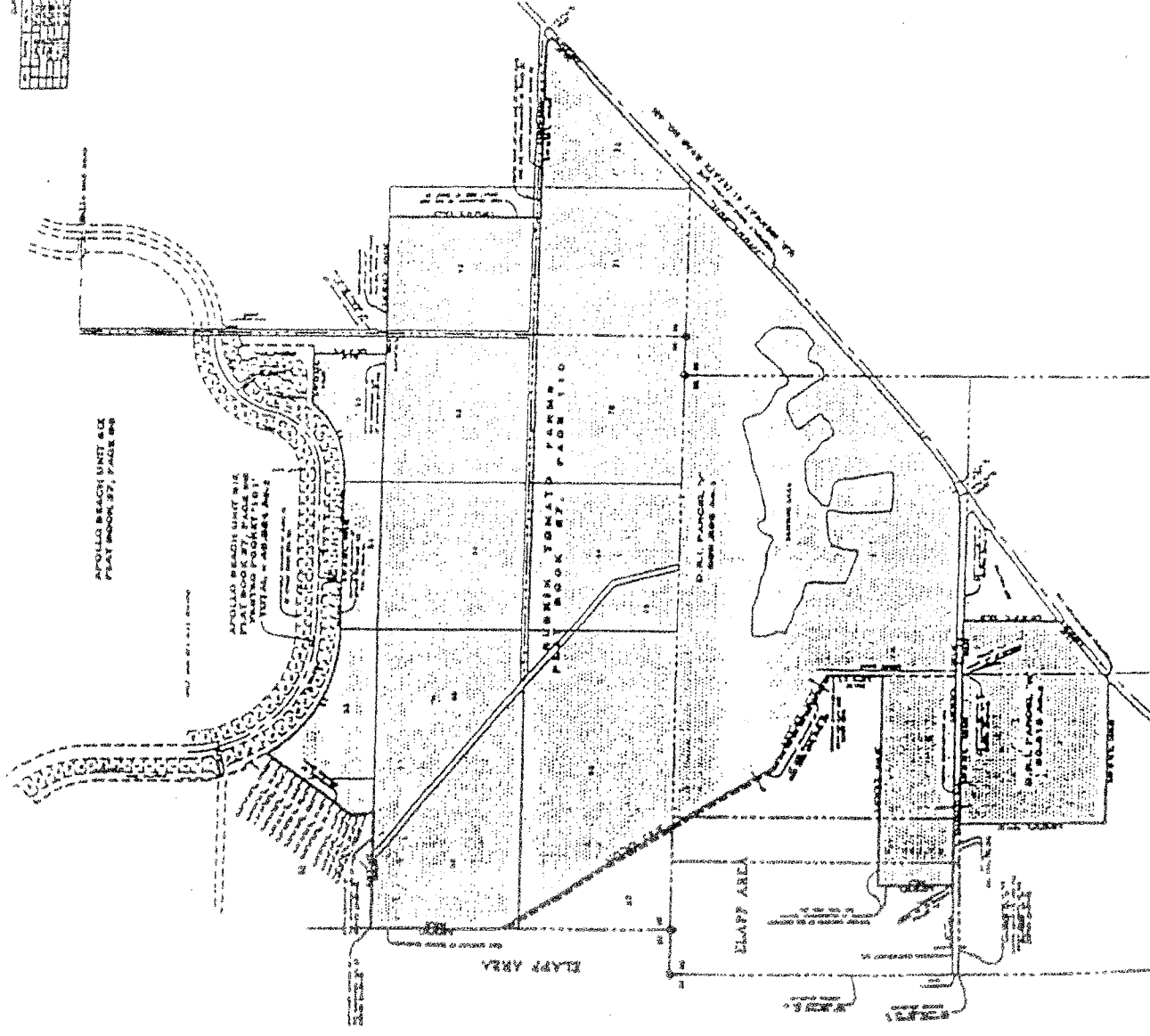


THAT PORTION OF APOLLO BEACH POCKET 101 VESTED  
BY THE DEPARTMENT OF COMMUNITY AFFAIRS LETTER  
DATED: JUNE 12, 1998

DESCRIPTION : ALL of Lots 25 through 40 inclusive, Block 39, Lots 41 through 67 inclusive, Block 39, Lots 1 through 4 inclusive, Block 64, Lots 1 through 9 inclusive, Block 65, Lots 1 through 20 inclusive, Block 66 and Lots 1 through 19 inclusive, Block 202, All of Hudson Court, Royal Palm Boulevard and the 15' Lane between Lots 40 and Lot 41, Block 39, of APOLLO BEACH UNIT SIX as recorded in Plat Book 37, Page 88 of the Public Records of Hillsborough County, Florida, Together with that portion of Canals lying adjacent to said Lots within the boundaries of said APOLLO BEACH UNIT SIX, LESS the East 30.00 feet of said Lot 4, Block 64, Together with that part of Golf and Sea boulevard lying West of the Westerly boundary of the East 30.00 feet of said Lot 4, Block 64, and Southerly of the South right-of-way line of Chestnut Drive, of said APOLLO BEACH UNIT SIX, and being more particularly described as follows:

BEGINNING at the Northeasterly corner of said Lot 67, Block 39, run thence S.78°24'38"W., 125.00 feet to a point on a curve on the Northerly right-of-way line of Golf and Sea Boulevard, said point also being the Westerly boundary of said Lot 67, Block 39; thence along said Northerly right-of-way line, Southerly, 53.45 feet along the arc of a curve to the left having a radius of 1040.00 feet and a central angle of 02°56'41" (chord bearing S.13°03'42"E., 53.44 feet); thence S.77°07'08"W., 221.90 feet along the aforesaid South right-of-way line of Chestnut Drive and the Easterly extension thereof to a point of curvature; thence Westerly, 71.23 feet along the arc of a curve to the right having a radius of 304.38 feet and a central angle of 13°24'30" (chord bearing S.83°49'23"W., 71.07 feet) along said South right-of-way line to a point of tangency; thence N.89°28'22"W., 18.00 feet along said South right-of-way line, to a point on the Southerly boundary of the aforesaid APOLLO BEACH UNIT SIX; thence along said Southerly boundary the following nine (9) courses: 1) S.17°28'22"E., 184.01 feet; 2) S.89°28'22"E., 48.52 feet to a point on a curve; 3) Southeasterly, 1531.35 feet along the arc of a curve to the left having a radius of 1305.00 feet and a central angle of 67°14'01" (chord bearing S.55°51'21"E., 1444.99 feet) to a point of tangency; 4) S.89°28'22"E., 1374.19 feet to a point of curvature; 5) Northeasterly, 723.06 feet along the arc of a curve to the left having a radius of 788.28 feet and a central angle of 52°33'18" (chord bearing N.64°14'59"E., 697.97 feet); 6) S.89°22'53"E., 519.05 feet; 7) N.00°37'07"E., 587.83 feet to a point of curvature; 8) Northerly, 17.70 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 20°16'51" (chord bearing N.09°31'18"W., 17.61 feet); 9) N.70°20'16"E., 104.59 feet; thence N.00°37'07"E.,

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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HARBOR BAY  
 D.R.L.  
 DESIGN DISTRICT  
 SECTION  
 (see page 10)

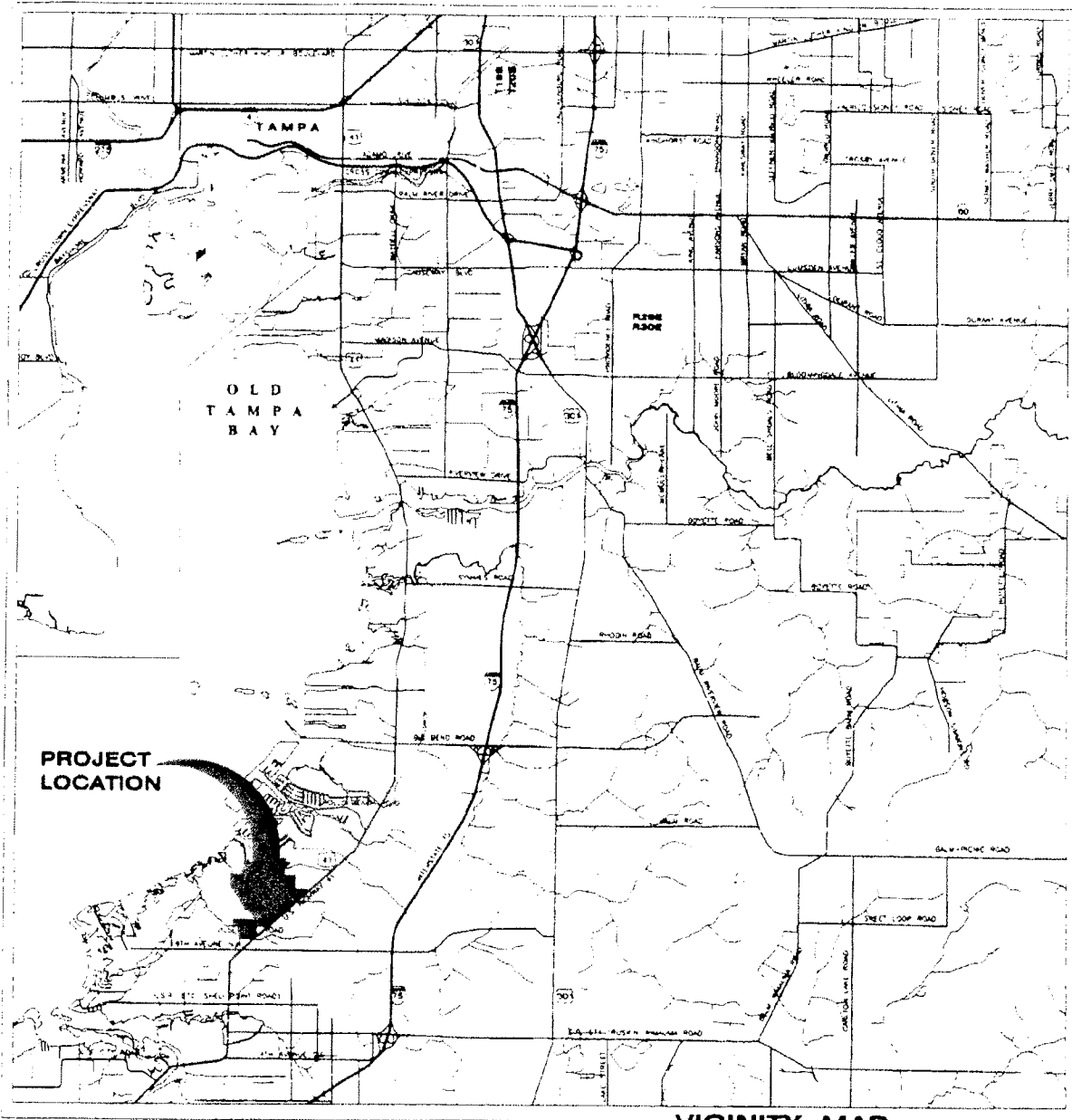
HARBOR BAY

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# APPENDIX B

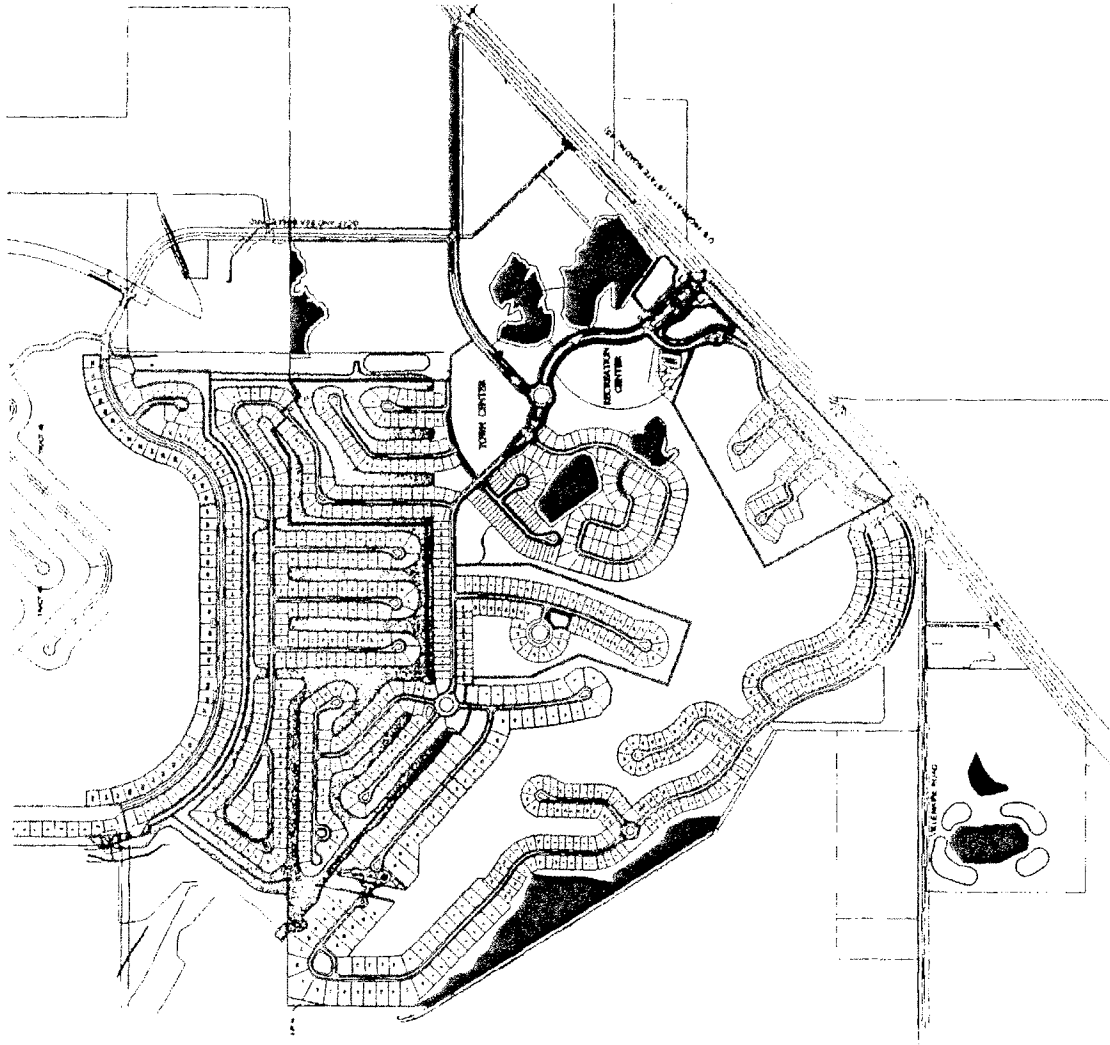
# APPENDIX B VICINITY MAP








**VICINITY MAP**

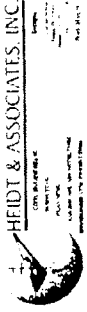
**HILLSBOROUGH COUNTY, FLORIDA  
SECTION 28,29,32,33 TOWNSHIP 31 SOUTH, RANGE 19 EAST**

# HARBOR BAY



### LEGEND

-  LAGOON
-  CANAL
-  PONDS
-  WETLAND CONSERVATION
-  WETLAND MITIGATION



SCALE: 1" = 400'  
DATE: 7/15/2001

**HARBOR BAY  
COMMUNITY DEVELOPMENT DISTRICT  
ENGINEER'S REPORT  
SPECIAL ASSESSMENT  
REVENUE BONDS SERIES 2001 & 2002**

*Prepared for:*

**Board of Supervisors  
HARBOR BAY  
Community Development District**

*Prepared by:*

**Heidt & Associates, Inc.  
2212 Swann Avenue  
Tampa, Florida 33606  
813-253-5311**

Revised November 19, 2002

**HEIDT & ASSOCIATES, INC.**

**Tampa**

2212 Swann Avenue  
Tampa, FL 33606  
Phone: 813.253.5311  
Fax: 813.253.2478

**Fort Myers**

## TABLE OF CONTENTS

	<i>Page #</i>
INTRODUCTION	1
INFRASTRUCTURE IMPROVEMENTS	3
OWNERSHIP AND MAINTENANCE	7
PERMIT STATUS	8
SUMMARY OF COSTS	11
ENGINEER'S OPINION	12
APPENDIX	
A. Legal Description	
B. Vicinity Map	
C. Master Plan	



## INTRODUCTION

Mirabay is a land development project located within the boundaries of the Harbor Bay Community Development District ("District"). The Mirabay property currently consists of approximately 765 acres, located west of U.S. Highway 41 in Apollo Beach. The Vicinity Map is contained in Appendix B. The District was created to provide an efficient funding mechanism for the public infrastructure associated with this community. The parcel is located in Sections 28, 29, 32 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida. A master plan of the project is located in Appendix C of this report. The legal description of the Mirabay property is attached in Appendix A and labeled as follows:

1. Tract "V"
2. Tract "W"
3. Portion of Apollo Beach, Pocket 101

The purpose of this report is to provide a description of the improvements which have been and may be financed by the District ("the Total Project"). A portion of the Total Project was financed with proceeds of the District's Special Assessment Revenue Bonds, Series 2001 (The "Series 2001 Bonds"). The portion of the Total Project which was funded by the Series 2001 Bonds is referred to herein as the 2001 Project. A portion of the Total Project will be financed with proceeds of the District's Special Assessment Revenue Bonds, Series 2002 ("the Series 2002 Bonds"). The part of the Total Project which is funded by the Series 2002 Bonds is referred to herein as the 2002 Project. Any Total Project costs not funded by the Series 2001 Bonds or the Series 2002 Bonds will be funded by future District bond issues or by the Developer. Refer to Table 1 for a costs summary of the Total Project, the 2001 Project, the 2002 Project and the developer funded costs, totaling \$53,067,589, \$22,415,006, \$9,579,112 and \$21,073,471 respectively.

The current plan of development has approval for up to 1,750 housing units and 300,000 square feet of commercial/office development. The current Development of Regional Impact (D.R.I.) approval and zoning allows for these uses, with more detailed permit information being found in the "Permit Status" section of this report.

Public infrastructure and land improvements needed to service Mirabay include U.S. 41 intersection improvements, the extension of Leisey Road from U.S. 41 to Main Street, the extension of Golf and Sea Boulevard to Main Street, construction of Main Street, off-site force main, multiple sewage pump stations and associated forcemain, canal improvements, retaining wall, boat lift, resistance structure, wetland mitigation, drainage, lagoon and detention pond construction and associated grading, entry monumentation, landscaping and irrigation, and a recreation facility. Most of the site has been cleared and filling of the site is in progress. About 80% of the lagoon has been excavated and fill has been placed on all of the residential portions of the project. Main Street, Street B and Street J have been completed. Intersection improvements to U.S. 41 have been completed. The two water service connections to the water main in the U.S. 41 right-of-way have been completed and approximately 50% of the water distribution main line is complete. Presently four pump stations and associated gravity and force mains are complete. The off-site force main is also complete. Canal improvements and retaining wall installation are 90% complete. The wetland mitigation, enhancements and preservation areas have been completed. The guardhouses and recreation center are about 10% complete. Construction of the 2001 Project is anticipated to be completed by

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December 2002. Construction of the 2002 Project is anticipated to be completed by December 2003. Construction of the Total Project is anticipated to be completed by 2007.

The Engineer's Report reflects the District's present intentions. The implementation and completion of any improvement outlined in this report for the Series 2001 and Series 2002 Bond Revenues requires final approval by the District's Board of Supervisors, including the award of contracts for the construction of the improvements. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

The Penske Parcel is a 27 acre parcel located northwest of Pocket 101 in the MiraBay Development. The Developer is currently evaluating the feasibility of acquiring the parcel. The parcel contains both golf course and canal frontage. This parcel would benefit from the Total Project. The infrastructure to support the Penske Parcel is not included in the Total Project. The estimated cost of the Penske Parcel infrastructure is approximately 2.2 million and is anticipated to be funded by the developer. If the Penske Parcel is acquired, completion of infrastructure improvements is anticipated to be completed by 2007. Currently the Penske Parcel has both DRI and zoning approval for a 25,000 square foot yacht club and a 10,000 square foot golf club house and overlapping residential use options.

## INFRASTRUCTURE IMPROVEMENTS

The District presently intends to contribute certain public infrastructure improvements necessary for the development of Mirabay. As mentioned, a portion of these improvements will be funded by District bond issues and a portion will be funded by the Developer and then provided to the District. There is a Development Regional Impact (DRI) in place which mandates many of these improvements. The Series 2001 Bonds were issued to pay for approximately \$22.4 million of these improvements and the Series 2002 Bonds will be issued to pay for approximately \$9.5 million of these improvements. A more specific description of each of these items follows and the related costs are provided in Table I.

### MASTER ROADS AND STREETS

The District presently intends to provide the master transportation facilities within and adjacent to the District boundaries. A description of each facility follows:

Main Street: (also known as Street "A") is a two-lane divided primary project entrance roadway. The District has provided approximately 3,065 linear feet of this roadway that connects the Mirabay project to U.S. 41. This has been completed in its entirety.

Leisey Road: Leisey Road is an existing Hillsborough County roadway which will be improved and extended into the Mirabay project and will serve as a secondary project entrance. The proposed cross-section consists of an expanded 80' right-of-way with two lanes of undivided pavement. The District intends to provide approximately 3,318 linear feet of this roadway. No improvements have been made at this time but are included in the 2004 development plan.

Golf and Sea Boulevard: Golf and Sea Boulevard is a north/south collector roadway that currently terminates at the southern boundary of the existing Apollo Beach development. The District intends to extend this roadway south to Leisey Road in the Mirabay project as required by Hillsborough County. The proposed cross-section consists of 100' of right-of-way with two individual travel lanes. The District presently intends to provide approximately 2,843 linear feet of this roadway. No improvements have been made at this time but are included in the 2004 development plan.

U.S. 41: Intersection improvements to U.S. 41 are required due to the two connection points, Main Street and Leisey Road. The improvements were permitted through the F.D.O.T. and therefore were designed to F.D.O.T. standards. Intersection improvements are included in the Master Roads and Streets cost shown in Table I. This has been completed in its entirety.

Street B: Street B is an internal collector roadway that serves Parcels 17, 18, 19 and 20. The cross-section consists of a 50' right-of-way with two lanes of individual pavement. The District has provided approximately 886 linear feet of this roadway. This will be completed by the end of 2002.

Street J: Street J is an internal collector roadway that serves Parcels 9 and 10. The cross-section consists of a 50' right-of-way with two lanes of individual pavement. The District has provided approximately 1,140 linear feet of this roadway. This has been completed in its entirety.

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## MASTER WATER AND WASTEWATER

Hillsborough County has indicated that it has water and sewer capacity for this project at full build-out.

Water Distribution System: The District will provide the water distribution system for the Mirabay project. The water distribution main line has two points of connection located at U.S. 41 and Golf and Sea Boulevard. The water main will loop through the Mirabay project to provide water to all residential, commercial and recreational portions of the development. The two points of connection have been made at this time and approximately 50% of the water main distribution line has been installed. The remaining portion will be constructed in phases with about 50% in 2003 and 50% in 2004.

Sanitary Sewer Collection System: The District will provide the sanitary sewer collection system. The Mirabay project will consist of a system of gravity sewer mains, six pump stations and associated force main to provide sanitary sewer service to the project. Additionally, it is required to construct a 10" offsite force main from Golf and Sea Boulevard north to the Apollo Beach Master Pump Station. This will be completed by the end of 2002.

## MASTER SURFACE WATER MANAGEMENT

The District will provide the master surface water management infrastructure for the Mirabay project. Components of the surface water management infrastructure are described below:

Earthwork and Retaining Walls: A significant amount of fill is required to elevate the Mirabay project above the 100-year base flood elevation of +11.0 feet MSL. It is necessary to achieve this elevation in order for the master stormwater system to function as permitted. Existing grades on the site vary from +4.5 MSL to +7.5 MSL. Fill obtained from a ±135 acre lagoon will be utilized to elevate the site. Fill material placed on existing fingers requires a revetment system to provide structural retention of the fill. Retaining walls have been placed along the existing canal system in order to support the fill placed on the canal fingers. A majority of the work is completed and is expected to be completed by the end of 2002.

Canal Improvements: Certain improvements to the existing canal system are required by local, state and federal regulatory authorities. The improvements are listed below:

- Resistance Structures to create circulation throughout the canal system
- Cross-Canal Connections to alleviate dead end canals
- Channel Cut to connect two canal fingers for circulation
- Canal Shallowing to alleviate anaerobic conditions and improve flushing
- Bio Sumps to provide water quality treatment at canal dead ends
- Acquisition of permit and implementation of Manatee Protection Plan

A majority of the work is completed and is expected to be completed by the end of 2002.

Wetland Mitigation : A comprehensive wetland compensation plan was proposed to mitigate for unavoidable wetland impacts within the Mirabay project. Components of the mitigation plan are summarized below:

Earthen Plug Removal and Canal Impact Mitigation : Shoreline littoral zone impacts due to the removal of the earthen plug will be mitigated in Mitigation Area M-1, a shoreline littoral shelf located adjacent to the canal system. Mangroves and salt marsh grasses will be installed in the southwest corner of the canal system. Improvements are underway and are expected to be completed by the end of 2002.

Environmental Impact Compensation Plan : The 12.71 acres of wetland impacts have been compensated by creating 16.6 acres of shrubby-forested freshwater wetlands in Mitigation Area M-2, located south of Villemaire Road. The Mitigation Area has been completed in its entirety.

Wetland Enhancement and Preservation : A total of 42.64 acres of isolated wetlands have been preserved on the site. Enhancement for a portion of these wetland systems was achieved by removing special material and nuisance species. Replanting of Wetlands D and K was also achieved. The wetland enhancement has been completed in its entirety.

### **SUBDIVISION INFRASTRUCTURE**

Residential: The District presently intends to provide supporting infrastructure for the residential portion of the Mirabay project. Subdivision infrastructure improvements include roadway, utilities and stormwater management facilities and associated grading necessary for the stormwater system to function. The current land plan includes approximately 41,667 linear feet of local roadway construction. Approximately 50% of the residential subdivision infrastructure is complete including Parcels 9, 10, 11, 17 and portions of 12, 15 and 18. The remaining residential subdivision infrastructure is expected to be completed in 2004.

Town Center : The District intends to provide supporting infrastructure for the Town Center located in the Mirabay project. The supporting infrastructure includes access, utilities and grading associated with future office and commercial uses necessary for the stormwater management system to function. No improvements have been made at this time. Construction is expected to be completed in 2004.

### **LANDSCAPING AND SECURITY WALLS**

The District presently intends to provide certain landscape amenities and facilities within the Mirabay project. These facilities include entry and frontage landscaping and walls, common signage, stormwater management and treatment area landscaping.

Landscaping and Signage : The District frontage will be contoured and landscaped with special attention given to the entrance including walls and signage. Stormwater management facilities will also be landscaped consistent with the theme of the Mirabay project. Construction has started and is approximately 10% complete. The remainder is expected to be completed in 2003.

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Security Walls : Two gatehouses are planned within the District. The security gates will be located beyond the Town Center and commercial areas within the Mirabay project. Construction has started and is approximately 10% complete. The remainder is expected to be completed in 2003.

### **PARKS AND RECREATION FACILITIES**

The District presently intends to provide recreation facilities within the project.

Recreation Facility : The recreation facility will include a multi-use center and parking containing an approximately 10,000 square foot structure as well as swimming and tennis facilities and other amenities. Associated with the recreation facility will be passive park 6A. Construction has started and is approximately 10% complete. The remainder is expected to be completed in 2003.

Boatlift : A boatlift facility is also being provided to allow boat access to Tampa Bay from within the project. A passive park is proposed adjacent to the boatlift facility. The boatlift foundation is complete at this time. Construction of the super-structure is underway and should be completed by the end of 2003.

### **PROFESSIONAL FEES**

Professional Fees include civil engineering costs for site design, permitting, inspection, and master planning, survey costs for construction staking and as-builts as well as preparation of preliminary and final plats, geotechnical costs for pre-design soil borings, underdrain analysis and construction staking, and architectural costs for landscape and recreation design. Also included in this category are fees associated with environmental consultation and permitting.

## OWNERSHIP AND MAINTENANCE

Ownership and maintenance of the improvements is anticipated as set forth below:

### IMPROVEMENT

### OWNERSHIP/MAINTENANCE

Roadway Systems – In Front of Gates  
Rights-of-way, including curb, gutter,  
pavement, underdrain, etc.

Hillsborough County

Roadway Systems – Behind Gates  
Rights-of-way, including curb, gutter,  
pavement, underdrain, etc.

Community Development District

Stormwater Management System

CDD (with Drainage Easement to  
Hillsborough County)

Sanitary Sewer Collection System

Hillsborough County

Water Distribution System

Hillsborough County

Recreation Facility

Community Development District

Landscaping along Right-of-Way

Community Development District

Monumentation and Signs

Community Development District

Security

Community Development District

## PERMIT STATUS

Infrastructure Improvements for the Harbor Bay project are contained in the following construction plans:

- Harbor Bay Phase 1 (Parcels 1, 2, 3, 4, 6, 9, 10, 11, 12, and Pocket 101)
- Harbor Bay Phase 2 (Parcel 14, 15)
- Harbor Bay Phase 3 (Parcels 11, 12, 13, 17, 18, 19, 20)
- Harbor Bay Parcel 8
- Harbor Bay Sales/Amenities Center (Parcel 5)

The permit status for these plans are as follows:

1. Phase 1 SWFWMD ERP (Includes Phases 1 & 2) 4318838.004	Approved 1/30/01
Parcel 8 SWFWMD ERP 44018838.005	Approved 4/13/01
Canal Cross Section Modification SWFWMD ERP 44018838.006	Approved 6/14/01
Phase 3A SWFWMD ERP 44018838.007	Approved 2/12/02
Phase 3B SWFWMD ERP 44018838.008	Approved 2/12/02
Phase 1 Revised SWFWMD ERP 44018838.009	Approved 2/15/02
Temporary Sales Center SWFWMD ERP 44018838.010	Approved 1/28/02
Sales/Amenities Center SWFWMD ERP 44018838.011	Approved 3/13/02
Phase 1 – Lagoon Deepening SWFWMD ERP 44018838.012	Approved 4/26/02



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|----|---|------------------|
| 2. | Phase 1 Hillsborough County EPC - Sewer Permit<br>0158974-001-DWC       | Approved 8/19/00 |
|    | Parcel 8 Hillsborough County EPC -- Sewer Permit<br>0158974-002-DWC     | Approved 8/24/00 |
|    | Phase 2 Hillsborough County EPC -- Sewer Permit<br>0159774-001-DWC      | Approved 8/26/99 |
|    | Phase 3 Hillsborough County EPC -- Sewer Permit<br>0192082-001-DWC      | Approved 2/28/02 |
| 3. | Phase 1 Florida Department of Health Permit<br>0125332-180-DS/C         | Approved 8/31/99 |
|    | Parcel 8 Florida Department of Health Permit<br>0125332-277-DS/C        | Approved 8/31/99 |
|    | Phase 2 Florida Department of Health Permit<br>0125332-184-DS/C         | Approved 9/17/00 |
|    | Phase 3 Florida Department of Health Permit<br>0125332-399-DS/C         | Approved 1/29/02 |
| 4. | F.D.O.T Drainage Connection Permit Exemption<br>99-A-796-0066           | Approved 3/7/00  |
| 5. | USA-COE Individual Permit<br>199803785(IP-MN)                           | Approved 3/2/01  |
| 6. | Phase 1 Hillsborough County Construction Plan Approval<br>51639         | Approved 3/2/01  |
|    | Phase 1 Hillsborough County Construction Plan Approval Revised<br>51639 | Approved 3/18/02 |
|    | Parcel 8 Hillsborough County Construction Plan Approval<br>51634        | Approved 7/26/00 |
|    | Phase 2 Hillsborough County Construction Plan Approval<br>51623         | Approved 3/2/01  |

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Phase 2 Extension of Hillsborough Co. Construction Plan Approval Approved 4/30/02  
51623

Phase 3 Hillsborough County Construction Plan Approval Approved 4/1/02  
54213

**Note:** At the present time, permits have been secured which allow construction of Phases 1, 2, 3 and Parcel 8 of the Mirabay project. All required permits for all of the planned single family development have been obtained. SWFWMD Mass Grading Permits for the commercial and single family parcels, including 1, 2, 3, 4, 6, 7, 8, 21, 22 and 23, have been obtained. However, construction plan permits will be obtained in the future when the specific plans for those parcels are finalized.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
Table 1

	Total Project	2001 Bond Series			2002 Bond Series		Costs Funded By Developer
		2001 Project Costs as of 8/31/2002	2001 Project Future Costs	Total Projected 2001 Project	2002 Project Costs		
Master Roads & Streets	\$ 4,605,795	\$ 1,823,337	\$ 532,024	\$ 2,355,361	\$ 583,081	\$ 1,667,354	
Master Water & Wastewater	\$ 11,233,464	\$ 6,752,813	\$ 1,002,647	\$ 7,755,461	\$ 1,600,000	\$ 1,878,003	
Master Surface Water Mgmt	\$ 7,906,822	\$ 4,757,280	\$ 926,148	\$ 5,683,428	\$ 1,484,579	\$ 738,815	
Subdivision Infrastructure	\$ 12,904,750	\$ 1,563,728	\$ 383,631	\$ 1,947,359	\$ 1,847,471	\$ 9,109,921	
Landscaping & Security Walls	\$ 4,083,182	\$ 540,904	\$ 700,000	\$ 1,240,904	\$ 1,243,339	\$ 1,598,939	
Parks & Recreation Facilities	\$ 5,699,998	\$ 887,140	\$ 500,000	\$ 1,387,140	\$ 2,670,642	\$ 1,642,216	
Professional Fees	\$ 2,702,645	\$ 1,970,354	\$ 75,000	\$ 2,045,354	\$ 150,000	\$ 507,291	
Contingency	\$ 3,930,933					\$ 3,930,933	
<b>TOTAL</b>	<b>\$ 53,067,589</b>	<b>\$ 18,295,556</b>	<b>\$ 4,119,450</b>	<b>\$ 22,415,006</b>	<b>\$ 9,579,112</b>	<b>\$ 21,073,471</b>	

\*The District anticipates that the proceeds of the Series 2001 Bonds and 2002 Bonds will fund the costs in the areas which are identified, but maintains the ability to fund other Total Project costs in other areas to the extent that the development plan shifts.

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**ENGINEER'S OPINION**

It is our professional opinion that the summary of costs listed above is sufficient to complete the construction of the items intended.



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Tony A. Hall, P.E.  
Florida Registered Engineer No. 37278

# **Appendix A**

DESCRIPTION :

Lots 25 through 40 inclusive, Block 39, Lots 41 through 67 inclusive, Block 39, Lots 1 through 4 inclusive, Block 64, Lots 1 through 9 inclusive, Block 65, Lots 1 through 20 inclusive, Block 66 and Lots 1 through 19 inclusive, Block 202, of APOLLO BEACH UNIT SIX as recorded in Plat Book 37, Page 88 of the Public Records of Hillsborough County, Florida, Together with that portion of Canals lying adjacent to said Lots within the boundaries of said APOLLO BEACH UNIT SIX, LESS the East 30.00 feet of said Lot 4, Block 64,

AND

A parcel of land lying in Sections 28, 29, 32 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows;

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence on the West boundary thereof N.00°12'21"W., a distance of 60.00 feet; thence N.89°16'27"E., a distance of 780.22 feet to the POINT OF BEGINNING; thence N.00°40'02"W., a distance of 668.48 feet; thence N.89°26'25"E., a distance of 1860.73 feet; thence N.01°50'23"W., a distance of 521.76 feet; thence N.60°26'43"W., a distance of 923.10 feet; thence N.32°34'02"W., a distance of 2731.06 feet to the West boundary of aforesaid Section 29; thence on said West boundary N.00°49'11"W., a distance of 1168.20 feet; thence N.89°25'23"E., a distance of 473.62 feet; thence N.35°29'40"E., a distance of 1492.21 feet to the boundary of APOLLO BEACH UNIT SIX, as recorded in Plat Book 37, Page 88 of the Public Records of Hillsborough County, Florida; thence on said boundary the following six (6) courses: 1) S.18°45'57"E., a distance of 77.97 feet; 2) thence N.89°14'03"E., a distance of 48.52 feet to the beginning of a curve concave Northeasterly having a radius of 1305.00 feet and a central angle of 67°14'01"; 3) thence on the arc of said curve a distance of 1531.35 feet, said arc subtended by a chord which bears S.57°08'57"E., a distance of 1444.99 feet to the curve's end; 4) thence N.89°14'03"E., a distance of 1374.19 feet to the beginning of a curve concave Northwesterly having a radius of 788.28 feet and a central angle of 52°33'18"; 5) thence on the arc of said curve a distance of 723.06 feet, said arc subtended by a chord which bears N.62°57'23"E., a distance of 697.97 feet; 6) thence N.89°19'32"E., a distance of 442.25 feet; thence departing said boundary S.00°23'31"E., a distance of 653.38 feet to a point on the North boundary of Tract 63, RUSKIN TOMATO FARMS, as recorded in Plat Book 27, Page 110, of the Public Records of Hillsborough County, Florida; thence on said boundary and on the Easterly extension and

the North boundary of Tract 62 of said RUSKIN TOMATO FARMS, N.89°26'23"E., a distance of 1196.54 feet to the Westerly boundary of the East 269.17 feet of said Tract 62; thence on said Westerly boundary and the Southerly extension thereof S.00°19'54"E., a distance of 1351.57 feet to the North boundary of Tract 71 of said RUSKIN TOMATO FARMS; thence on the North boundary of said Tract 71 N.89°23'14"E., a distance of 338.85 feet to the Northeast corner thereof; thence on the North boundary of Tract 72 of said RUSKIN TOMATO FARMS, N.89°23'57"E., a distance of 1292.45 feet; thence S.43°09'06"E., a distance of 65.34 feet to the Westerly right-of-way line of U.S. Highway 41 (State Road No. 45); thence on said right-of-way line the following six (6) courses: 1) S.45°56'34"W., a distance of 349.67 feet; 2) thence S.45°00'41"W., a distance of 3792.95 feet; 3) thence S.45°56'42"W., a distance of 246.34 feet to the beginning of a curve concave Northwesterly having a radius of 11409.16 feet and a central angle of 04°58'24"; 4) thence on the arc of said curve a distance of 990.33 feet, said arc subtended by a chord which bears S.48°29'52"W., a distance of 990.01 feet to the curve's end; 5) thence N.38°31'08"W., a distance of 17.57 feet; 6) thence S.51°28'52"W., a distance of 124.15 feet; thence departing said right-of-way line S.89°16'27"W., a distance of 1122.82 feet; thence S.00°30'18"E., a distance of 896.20 feet to a point on the aforesaid right-of-way line of U.S. Highway 41 (State Road No. 45); thence on said right-of-way line S.51°28'52"W., a distance of 322.63 feet to the beginning of a curve concave Southeasterly having a radius of 7211.98 feet and a central angle of 03°02'05"; thence continue on said right-of-way line and on the arc of said curve a distance of 382.00 feet, said arc subtended by a chord which bears S.49°57'49"W., a distance of 381.96 feet; thence departing said right-of-way line S.89°12'57"W., a distance of 1272.46 feet; thence N.00°21'14"W., a distance of 1337.20 feet to the South boundary of the Northwest 1/4 of said Section 32; thence on said boundary, S.89°16'27"W., a distance of 549.40 feet to the POINT OF BEGINNING. LESS road right-of-way for Villemaire Road. LESS that portion in use as Right-of-way for U.S. Highway 41.

Containing 753.6 acres, more or less.

ALSO TOGETHER WITH THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S.89°22'16"E., 951.33 feet to the POINT OF BEGINNING; thence N.00°53'15"E., 670.01 feet; thence N.89°22'16"W., 320.00 feet; thence N.00°53'15"E., 190.00 feet; thence N.67°00'00"E., 281.56 feet to a point on a curve; thence Northwesterly, 246.77 feet along the arc of a curve to the left having a radius of 450.00 feet and a central angle of 31°25'13" (chord bearing N.45°23'45"W., 243.69 feet) to a point of tangency; thence N.61°06'22"W., 145.48 feet; thence along a line lying 30.00 feet East of and parallel with the Easterly right-of-way line of Golf and Sea Boulevard, according to the plat of GOLF AND SEA VILLAGE UNIT ONE A RESUBDIVISION OF A PORTION OF APOLLO BEACH UNIT SIX, as recorded in Plat Book 59, Page 47, Public Records of Hillsborough County, Florida, S.28°53'38"W., 111.52 feet; thence N.61°06'22"W., 30.00 feet to the Southeast corner of said Golf and Sea Boulevard; thence along the Easterly right-of-way line of said Golf and Sea Boulevard, N.28°53'38"E., 223.96 feet to a point on the North boundary of the property as described in Official Records Book 5660, Page 1028, Public records of Hillsborough County, Florida; thence along said North boundary, S.89°22'52"E., 2.98 feet to a point on a curve; thence Southerly, 27.71 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 63°30'45" (chord bearing S.29°20'59"E., 26.32 feet) to a point of tangency; thence S.61°06'22"E., 150.48 feet to a point of curvature; thence Southeasterly, 595.10 feet along the arc of a curve to the right having a radius of 550.00 feet and a central angle of 61°59'37" (chord bearing S.30°06'33"E., 566.49 feet) to a point of tangency; thence S.00°53'15"W., 743.24 feet; thence N.89°22'16"W., 100.00 feet to the POINT OF BEGINNING.

Containing 5.126 acres, more or less.

LESS AND EXCEPT:

That portion of Tract 52 and Tract 53, of the aforesaid RUSKIN TOMATO FARMS, lying Northwesterly of the centerline of a drainage canal which, from the South boundary of said Tract 52, runs Northeasterly through said Tract 52 and Tract 53 to its interssction with the Southerly boundary of the aforesaid APOLLO BEACH UNIT SIX.

ALSO LESS AND EXCEPT THE FOLLOWING:



DESCRIPTION: That part of TRACTS 71 AND 72 of RUSKIN TOMATO FARMS, according to the plat thereof as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S.89°22'16"E., 1051.33 feet to a point on the West boundary of the East 269.17 feet of said TRACT 62; thence along said West boundary of the East 269.17 feet of Tract 62, S.00°53'15"W., 1354.39 feet to a point on the Southerly right-of-way line of Leisey Road, also being the North boundary of said TRACT 71, and also being the POINT OF BEGINNING; thence along said Southerly right-of-way line and said North boundary of TRACT 71, and the North boundary of the aforesaid TRACT 72, S.89°19'05"E., 1562.31 feet to the intersection right-of-way for Leisey Road with U.S. Highway No. 41 (S.R. 45); thence along said intersection right-of-way line, S.41°51'46"E., 27.15 feet; thence along a line lying 20.00 feet South of and parallel with the aforesaid Southerly right-of-way line of Leisey Road, N.89°19'05"W., 1705.37 feet; thence N.00°40'55"E., 20.00 feet to a point on the aforesaid Southerly right-of-way line of Leisey Road and aforesaid North boundary of TRACT 71; thence along said Southerly right-of-way line and said North boundary of TRACT 71, S.89°19'05"E., 124.70 feet to the POINT OF BEGINNING.

Containing 0.779 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: That part of TRACT 62 of RUSKIN TOMATO FARMS, according to the plat thereof as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S.89°22'16"E., 951.33 feet to the POINT OF BEGINNING; thence continue along said North boundary, S.89°22'16"E., 100.00 feet to a point on the West boundary of the East 269.17 feet of said TRACT 62; thence along said West boundary of the East 269.17 feet of Tract 62, S.00°53'15"W., 1354.39 feet to a point on the Southerly right-of-way line of Leisey Road; thence along said Southerly right-of-way line, N.89°19'05"W., 124.70 feet; thence N.00°40'55"E., 60.00 feet to a point of curvature; thence Northeasterly, 39.18 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 89°47'40"

(chord bearing N.45°47'05"E., 35.29 feet) to a point of tangency; thence along a line lying 100.00 feet West of and parallel with the aforesaid West boundary of the East 269.17 feet of Tract 62, N.00°53'15"E., 1269.38 feet to the POINT OF BEGINNING.

Containing 3.146 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 23, run thence along the North boundary of said Southwest 1/4 of Section 28, also being the North boundary of TRACT 62 of RUSKIN TOMATO FARMS, as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, S.89°22'16"E., 951.33 feet to the POINT OF BEGINNING; thence N.00°53'15"E., 743.69 feet to a point of curvature; thence Northwesterly, 486.90 feet along the arc of a curve to the left having a radius of 450.00 feet and a central angle of 61°59'37" (chord bearing N.30°06'33"W., 463.49 feet) to a point of tangency; thence N.61°06'22"W., 150.48 feet to a point of curvature; thence Southwesterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.73°53'38"W., 35.36 feet) to a point of cusp on the Easterly right-of-way line of Golf and Sea Boulevard, according to the plat of GOLF AND SEA VILLAGE UNIT ONE A RESUBDIVISION OF A PORTION OF APOLLO BEACH UNIT SIX, as recorded in Plat Book 59, Page 47, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line of Golf and Sea Boulevard, N.28°53'38"E., 137.44 feet to a point on the North boundary of the property as described in Official Records Book 5660, Page 1028, Public records of Hillsborough County, Florida; thence along said North boundary, S.89°22'52"E., 2.98 feet to a point on a curve; thence Southerly, 27.71 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 63°30'45" (chord bearing S.29°20'59"E., 26.32 feet) to a point of tangency; thence S.61°06'22"E., 150.48 feet to a point of curvature; thence Southeasterly, 595.10 feet along the arc of a curve to the right having a radius of 550.00 feet and a central angle of 61°59'37" (chord bearing S.30°06'33"E., 566.49 feet) to a point of tangency; thence S.00°53'15"W., 743.24 feet; thence N.89°22'16"W., 100.00 feet to the POINT OF BEGINNING.

Containing 3.357 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING: (Wolf Branch Creek Parcel)

DESCRIPTION: A parcel of land lying in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being a portion of that property described in Official Records Book 7623, Page 1581, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 32, run thence S.89°25'58"E., 1329.61 feet along the North boundary of the Southwest 1/4 of said Section 32; thence S.00°55'56"W., 1050.02 feet to the POINT OF BEGINNING; thence N.89°41'23"E., 3.36 feet; thence S.01°05'51"W., 128.01 feet; thence S.48°54'00"E., 120.00 feet; thence N.89°30'36"E., 1228.61 feet to a point on a curve on the Westerly right-of-way line of U.S. Highway No. 41 (State Road No. 45); thence Southwesterly, 32.90 feet along the arc of a curve to the left having a radius of 7211.97 feet and a central angle of 00°15'41" (chord bearing S.50°04'43"W.); thence S.89°57'38"W., 441.94 feet; thence S.43°35'32"E., 24.57 feet; thence N.89°28'12"W., 873.42 feet; thence N.00°55'56"E., 227.52 feet to the POINT OF BEGINNING.

Containing 0.842 acres, more or less.

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JLS

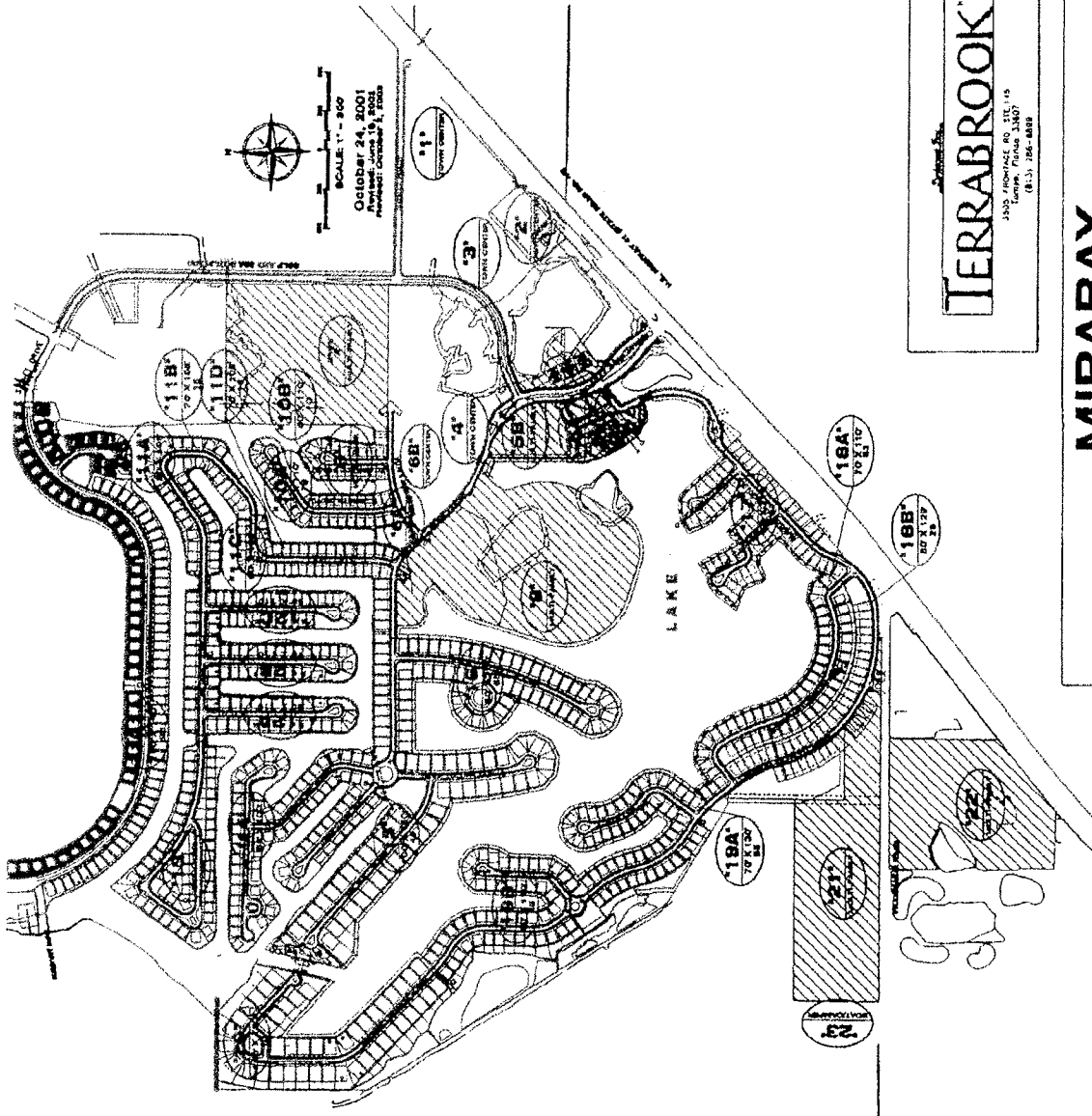
August 15, 2002

# Appendix B



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# Appendix C



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**EXHIBIT A-1  
PROPERTY**

**Mirabay  
Conveyance List  
Park Squire Homes to Harbor Bay  
CDD  
Updated as of: 7/15/2020 (MCE)**

<b>Number</b>	<b>Area</b>	<b>Development Status</b>	<b>Folio Number</b>	<b>General Description</b>	<b>Legal Description</b>
1	Lagoon	Fully Developed	054234-2104	Waterway in front of Fishersound Ln	MIRABAY PHASE 3C-2 TRACT C-6 WETLANDS
2	Lagoon	Fully Developed	054208-0452	Waterway in front of Balibay Rd	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-6 WETLAND
3	Lagoon	Fully Developed	054208-0538	Waterway in front of Tybee Island Dr	MIRABAY PHASE 2A-4 TRACT C-6 LAGOON
4	Lagoon	Fully Developed	054234-1178	Waterway in front of Loon Nest Ct	MIRABAY PHASE 3C-1 TRACT C-6 WETLAND
5	Lagoon	Fully Developed	054208-0454	Waterway in front of Merritt Island Dr	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-7 WETLAND
6	Lagoon	Fully Developed	054191-1618	Waterway in front of Merritt Island Dr	MIRABAY PHASE 1B-2 TRACT C-7 WETLAND
7	Lagoon	Fully Developed	054208-0456	Waterway in front of Landing Park	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-8 WETLAND
8	Lagoon	Fully Developed	054234-0408	Waterway in front of Brighton Shore Dr	MIRABAY PHASE 3A-1 TRACT C-8 LAGOON
9	Lagoon	Fully Developed	054208-0042	Waterway in front of Point Harbor Ln	MIRABAY PHASE 3A-2 TRACT C-9 LAGOON
10	Lagoon	Fully Developed	054234-0410	Waterway in front of Cove Sound Way	MIRABAY PHASE 3A-1 TRACT C-9 LAGOON
11	Lagoon	Homes Under Construction	054234-2296	Waterway in front of boat lift	MIRABAY PHASE 3C-3 TRACT C-6 WETLANDS
12	Lagoon	Fully Developed	054208-0458	Waterway in front of boat lift	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-10 WETLAND
13	Lagoon	Homes Under Construction	054191-2544	Waterway in front of Shell Cove	MIRABAY PARCEL 8 TRACTS B-1, B-2, B-3, C-1, C-2, D-1 AND D-2

15	Canal	Fully Developed	054208-0450	Waterway in front of Balibay Rd	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-5 WETLAND
16	Canal	Fully Developed	054191-1542	Waterway in front of Mirabay Blvd	MIRABAY PHASE 2A-2 TRACT C 5-WETLAND
17	Canal	Fully Developed	052664-0002	Waterways in front of Parcel 101	APOLLO BEACH UNIT SIX ALL THAT CERTAIN LAND DESCRIBED AS CANAL
18	Canal	Fully Developed	054191-2026	Wetland in front of Tides Pl	MIRABAY PARCEL 7 PHASE 2 TRACT C-1 WETLANDS
19	Canal	Fully Developed	051638-0322	Waterways in front of Tybee Island Dr	MIRABAY PHASE 2A-3 TRACT C-3 CANAL
20	Canal	Fully Developed	054191-1480	Waterways in front of Islebay Dr	MIRABAY PHASE 3B-2 TRACT C 3-WETLAND LESS FOLLOWING DESCRIBED PARCEL: COM AT SE COR OF TRACT C-3 ...
21	Canal	Fully Developed	054208-0444	Waterways in front of Mirabay Blvd	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-2 WETLAND
22	Canal	Fully Developed	054208-0442	Waterways in front of Islebay Dr	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-1 WETLAND LESS FOLLOWING DESCRIBED PARCEL: COM AT NW COR OF ...
23	Canal	Fully Developed	052664-2716	Waterways in front of Skimmer Dr	MIRABAY PHASE 1A TRACT C-1 WETLAND
24	Canal	Homes Under Construction	054234-2294	Waterways by boat lift	MIRABAY PHASE 3C-3 TRACT C-3 WETLANDS
25	Canal	Fully Developed	054191-1128	Wetland in front of Ibisview Ln	MIRABAY PARCEL 7 PHASE 1 TRACT C-1 WETLAND
26	Canal	Fully Developed	051638-0326	Tide control on Tybee Island Dr	MIRABAY PHASE 2A-3 TRACT E-5A COMMON
27	Canal	Fully Developed	051638-0328	Tide control on Tybee Island Dr	MIRABAY PHASE 2A-3 TRACT E-5B COMMON
28	Canal	Fully Developed	054208-0446	Buffer area by Tortoise Pl	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-3 WETLAND
29	Canal	Fully Developed	054208-0448	Buffer area by Sea Trout Pl	MIRABAY PHASE 1B-1/2A-1/3B-1 TRACT C-4 WETLAND
30	Baycrest Isle	Homes Under Construction	051638-0320	Roadways in Baycrest Isle	MIRABAY PHASE 2A-3 TRACT A-7 ROAD

31	Baycrest Isle	Homes Under Construction	051638-0324	Pond area by Pinckney Dr	MIRABAY PHASE 2A-3 TRACT D-20 DRAINAGE
32	Baycrest Isle	Homes Under Construction	051638-0330	Roundabout by Pinckney Dr	MIRABAY PHASE 2A-3 TRACT E-6 LANDSCAPE
33	Bay Breeze	Fully Developed	054220-1288	Backwall of Bay Breeze on Villemaire Rd	MIRABAY PARCELS 21 AND 23 TRACT B-32A COMMON AREA
34	Bay Breeze	Fully Developed	054220-1292	Pond area by Bay Breeze entrance	MIRABAY PARCELS 21 AND 23 TRACT D-18 DRAINAGE
35	Bay Breeze	Homes Under Construction	054220-1270	Bay Breeze roadways on Winterside Dr	MIRABAY PARCELS 21 AND 23 TRACT A-6 ROAD
37	Common Area	Fully Developed	054234-1174	Open space by Loon Nest Ct	MIRABAY PHASE 3C-1 TRACT B-21 COMMON AREA
38	Common Area	Fully Developed	054234-1176	Open space by Fishershoud Ln roundabout	MIRABAY PHASE 3C-1 TRACT B-22 COMMON AREA
39	Bay Estates Preserve	Homes Under Construction	054234-2102	Open space by Bay Estates Preserve entrance	MIRABAY PHASE 3C-2 TRACT B-23 COMMON AREA
40	Bay Estates Preserve	Homes Under Construction	054234-2300	Pond in Bay Estates Preserve	MIRABAY PHASE 3C-3 TRACT D-21 WETLANDS
41	Bay Estates Preserve	Homes Under Construction	054234-2290	Bay Estates Preserve roadways and pond	MIRABAY PHASE 3C-3 TRACT A-6 ROAD
42	Bay Estates Preserve	Homes Under Construction	054234-2292	Bay Estates Preserve boat lift common area	MIRABAY PHASE 3C-3 TRACT B-10A COMMON AREA
43	Bay Estates Preserve	Homes Under Construction	054234-2304	Pond in Bay Estates Preserve	MIRABAY PHASE 3C-3 TRACT D-23 POND
44	Bay Breeze	Homes Under Construction	054220-1272	Road	MIRABAY PARCELS 21 AND 23 TRACT A-24 ROAD
45	Bay Breeze	Homes Under Construction	054220-1274	Road	MIRABAY PARCELS 21 AND 23 TRACT A-25 ROAD
46	Bay Breeze	Homes Under Construction	054220-1276	Road	MIRABAY PARCELS 21 AND 23 TRACT A-26 ROAD
47	Bay Breeze	Homes Under Construction	054220-1278	Road	MIRABAY PARCELS 21 AND 23 TRACT A-27 ROAD

48	Bay Breeze	Homes Under Construction	054220-1280	Road	MIRABAY PARCELS 21 AND 23 TRACT A-28 ROAD
49	Bay Breeze	Homes Under Construction	054220-1282	Road	MIRABAY PARCELS 21 AND 23 TRACT A-29 ROAD
50	Bay Breeze	Homes Under Construction	054220-1284	Road	MIRABAY PARCELS 21 AND 23 TRACT A-30 ROAD
51	Shell Cove	Homes Under Construction	054191-2542	Roads	MIRABAY PARCEL 8 TRACT A ROADS
52	Pocket 101	In replatting process	To Be Determined	Ponds (2)	TO BE REPLATTED; Pond T-14, Pond T-15
53	Tybee and Mirabay	Homes Under Construction	054208-0102*	Potential Easement over north portion of residential lot with potential pond encroachment	MIRABAY PHASE 1B-1/2A-1/3B-1 LOT 1, BLOCK 14; DEVELOPER TO CONVEY EASEMENT TO DISTRICT TO ALLOW EXISTING POND BANK ENCROACHMENT, IF EXISTS

## EXHIBIT B CONVEYANCE PROCEDURES

For each District Improvement and Real Property Interest to be conveyed by the Developer to the District, the following process shall govern:

**Step 1.** The Developer completes the District's Improvements contained in the Engineer's Report associated with the applicable Property which Developer desires to convey.

**Step 2.** The Developer submits a request for Property conveyance ("**Request**") to the District Engineer, with copies to the District Manager and District Engineer. The Request shall be in the form attached hereto as Attachment B-1, and shall include the following attachments:

- i. Lien Releases* – To the extent a Notice of Commencement has been filed in the public records of remains outstanding for any Real Property Interest to be conveyed, lien releases from the construction contractor shall be attached to the Request reflecting payment in full for construction of completed District's Improvements associated with the conveyance.
- ii. Engineer's Certificate* – A certificate of a professional engineer demonstrating compliance with the Conveyance Standards attached to the Second Addendum as Exhibit C. To save time and costs, the Developer may hire the District Engineer to prepare the certificate.
- iii. As-Builts and Electronic Files* – To the extent in the possession of the Developer, its consultants, contractors, or agents, As-Builts and electronic files such as stormwater model and AutoCAD files for all Property to be conveyed to the District.
- iv. Test Results* – *To the extent required by any government agency as a condition to closing out a construction permit for District's Improvements applicable to the Property being conveyed, copies of the results of the following testing should be provided (the intent is not to require additional tests, but to ensure all applicable tests required by any government agency are completed prior to transfer and documented in the District's records):*
  1. TV Tapes
  2. Geotechnical testing results and geotechnical certification
  3. Other tests required by government agencies
- v. Final Inspections and Agency Sign-Off* – To the extent applicable to the Property being conveyed, final inspections by all applicable governmental agencies, which may include:
  1. Southwest Florida Water Management District (SWFWMD)
  2. Hillsborough County Departments
  3. FDEP (Water Release for Service)
  4. FDEP (Sewer Release for Service)
- vi. Proposed Instruments of Conveyance* required for transferring the Property from the Developer to the District. The Parties hereby agree that the following forms, to the extent applicable, shall be used:

- a. special warranty deed in the form attached hereto as Attachment B-2 as to any fee title transfer;
  - b. a bill of sale in the form attached hereto as Attachment B-3 as to the transfer of any personal property or fixtures; and
  - c. an assignment of easements in the form attached hereto as Attachment B-4 as to the transfer of any existing easements which are necessary for the District to own, operate, maintain, repair and replace the Property.
- vii. To the extent applicable, copies of permits and documentation required by applicable governmental agencies for transferring Operating Permits from the Developer to the District.
  - viii. *Payment of Interim Maintenance Costs of the Property.* The District budgets for maintenance once per year. If the Property requires routine monthly or annual maintenance, the Landowner shall provide funds for such maintenance until the District's next budget cycle. Alternatively, the Landowner can provide to the District Engineer a list of the conveyances anticipated in the next succeeding fiscal year by April 1 to enable the District to budget for such maintenance.
  - ix. Aerial Map Clearly Depicting the location of the Property to be Conveyed.
  - x. A statement whether, to the Developer's actual knowledge, there have been any environmental contaminants released on the Property.
  - xi. Copies of repair and maintenance records for the Property, if any are in the Developer's possession or control.
  - xii. Title Report for the Property (if the conveyance involves a transfer of a fee interest in real estate).

**Step 3.**

The District Engineer shall have a period of thirty (30) days after receipt of any Request (each a "**Conveyance Inspection Period**") to review the instruments and documents provided with the Request, to make a physical inspection of the District's Improvements and/or Real Property Interest that are a part of the subject Request, and to notify the Developer in writing (a "**Compliance Notice**") on or prior to the last day of the applicable Conveyance Inspection Period of any condition affecting the interests to be transferred which is contrary to the requirements of sub-subsections (i) through (viii) in Step 2 above, as applicable (the "**Conveyance Requirements**"). Provided however, if the Request involves more than one District Improvement, or if the Request would result in multiple Requests pending at any one time, the District Engineer shall have an additional thirty (30) days. The Developer shall correct any legitimate non-compliance set forth in the Compliance Notice, and deliver written notice to the District of the Developer's correction of any deficiencies in the Conveyance Requirements set forth in the Compliance Notice, together with any collateral documents required to verify such correction (collectively, the "**Correction Notice**"). Upon receipt of the Correction Notice, the District Engineer shall confirm whether all deficiencies in the Conveyance Requirements under the Compliance Notice have been satisfied. If the District Engineer determines that the Developer has not satisfied all curative measures required under the Compliance Notice, the District Engineer shall send the Developer another Compliance Notice within twenty-one (21) days of the

Correction Notice, detailing with specificity any unsatisfied Conveyance Requirements, provided that the District Engineer may not raise new issues not previously raised in the original Compliance Notice which could have been discovered by the District during the initial inspection by the District Engineer using reasonably commercial efforts. This process shall continue pursuant to the timeframes set forth herein until the District Engineer determines that the Developer has satisfied all Conveyance Requirements, at which time, the District Engineer shall issue a certification (the “**Certification**”) to the Developer and the District that the property to be conveyed has been completed in substantial accordance with Conveyance Requirements. Within twenty-one (21) days of the Certification, the District and the Developer shall sign, seal and deliver the original conveyance documents to the Developer’s counsel for recording in the Public Records at the Developer’s expense. If the District Engineer fails to timely deliver a Compliance Notice as required herein, then such conveyance shall be deemed in compliance with the Acquisition Agreement, and, within twenty-one (21) days thereafter, the Developer and the District shall sign, seal and deliver the conveyance documents, and deliver the originals to the Developer’s counsel for recording in the Public Records at the Developer’s expense.

**Step 4.** If the District Engineer fails to timely deliver a Compliance Notice as required herein, then such conveyance shall be deemed in compliance with the Acquisition Agreement, and, within twenty-one (21) days thereafter, the Developer and the District shall sign, seal and deliver the conveyance documents, and deliver the originals to the Developer’s counsel for recording in the Public Records at the Developer’s expense. The Parties hereby agree that the District Engineer’s Certification shall conclusively establish that the Developer has satisfied all Conveyance Requirements and that the Chair of the District’s board is authorized to execute the conveyance documents without further Board consideration or approvals.

**Step 5.** Any controversy or claim arising out of or relating to this Agreement or the breach hereof (a “Dispute”) for acts or omissions occurring after the Effective Date of the Second Addendum shall be settled by arbitration administered by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules (*provided, however*, that nothing herein shall prevent any Party from seeking interim relief in aid of such arbitration as provided in Section 10 from any court of competent jurisdiction), subject to the terms of this Step 5. The arbitration shall be conducted by three arbitrators (the “Tribunal”). Within fifteen (15) days following the delivery of notice of a Dispute, each of Party shall select one individual to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within thirty (30) days following the delivery of such notice of Dispute. If the two arbitrators so selected are unable or fail to agree upon the third arbitrator, or if a Party fails to select an arbitrator as provided herein, then any such arbitrator shall be selected by the AAA. The place of arbitration shall be in Hillsborough County, Florida, or such other place as the Parties may agree in writing. The arbitration shall be conducted in English (*provided*, that any person participating therein may speak

through a translator) and all materials submitted into evidence, together with all statements of claim or defense, awards, and the reasons supporting them shall be in English. Any award by the Tribunal shall be final and binding upon the Parties and, without limiting the proviso in the first sentence herein, shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, or issues presented to the Tribunal. The Parties agree to carry out any such award without unreasonable delay. Judgment on the award rendered by the Tribunal may be entered in any court of competent jurisdiction. In the interest of clarity, this agreement to arbitrate shall not apply to the conveyance or transfer of the lagoon or canals to the District. Except for the agreement to have disputes resolved by arbitration. Except for agreeing to the arbitration process outlined herein, nothing contained herein shall reduce or eliminate any of the rights, privileges or immunities afforded to the District under Florida law. Any costs or fees incident to enforcing such award shall, to the maximum extent permitted by law, be awarded to the substantially prevailing party.

**[END OF EXHIBIT B]**



**Attachment B-1**  
Form of Request

Board of Supervisors  
Harbor Bay Community Development District  
c/o DPFPG, Management & Consulting, LLC  
250 International Parkway, Suite 280  
Lake Mary, Florida 32746

Greg Woodcock, Project Manager  
Cardno  
20215 Cortez Boulevard  
Brooksville, Florida 34601

Dear Board of Supervisors and Mr. Woodcock,

Please accept this correspondence as notice that, in accordance with the Agreement by and between the Harbor Bay Community Development District and Terrabrook Apollo Beach, L.P., Regarding the Acquisition and Completion of Certain Work Product and Improvements, dated August 16, 2001, as amended (collectively, the “**Acquisition Agreement**”), Park Square Enterprises, LLC (“**Developer**”), as successor developer to Terrabrook Apollo Beach, L.P., desires to convey to the Harbor Bay Community Development District (“**District**”) the public infrastructure improvements and real property interests generally described in **Exhibit A**, which is attached hereto. The approximate value of such infrastructure improvements and real property interests is \$\_\_\_\_\_.

Developer, or its predecessor, created, constructed, installed or acquired the infrastructure improvements consistent with the District Engineer’s Report dated July 5, 2001, as revised November 19, 2002, and the infrastructure improvements are now complete. The Developer has enclosed all the information required by *Addendum Number Two to Agreement Regarding the Acquisition of Certain Work Product and Improvements* dated \_\_\_\_\_, 202\_\_ (“**Second Addendum**”). The infrastructure improvements and real property interests which are the subject of this request are included in Exhibit A-1 of the Second Addendum.

Sincerely,

For Park Square Enterprises, LLC

**Exhibit A** – General Description of Infrastructure Improvements and Real Property Interests Sought to be Conveyed

**Attachment B-2**  
Form of Special Warranty Deed

Consideration: \$10.00  
Doc Stamps: 0.70

Prepared by and when  
recorded return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel Tax ID#: \_\_\_\_\_

**SPECIAL WARRANTY DEED**  
(Portion of \_\_\_\_\_ Plat)

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, as successor to **TERRABROOK APOLLO BEACH, LLC**, a Delaware limited liability company, successor by conversion from **TERRABROOK APOLLO BEACH, L.P.**, a Delaware limited partnership (“**Grantor**”), whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811, in favor of the **HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes* (“**Grantee**”), whose post office address is 250 International Parkway, Suite 280, Lake Mary, FL 32746.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida (“**Property**”):

**See Exhibit “A” attached hereto**

TO HAVE AND TO HOLD the Property with the tenements, hereditaments, and appurtenances thereunto appertaining, unto Grantee, its successors and assigns, in fee simple forever; and

ALL OF THE FOREGOING SUBJECT, HOWEVER, to the matters reflected on **Exhibit “B”** attached hereto (“**Permitted Exceptions**”);

AND, subject to the Permitted Exceptions, Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, and no others.

Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

**THIS IS A CONVEYANCE OF PROPERTY BY GRANTOR TO THE COMMUNITY DEVELOPMENT DISTRICT AND IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX PURSUANT TO RULE 12B-4.014(2)(A), FLORIDA ADMINISTRATIVE CODE.**

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument under seal on the below-referenced dates.

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

GRANTOR:

**PARK SQUARE ENTERPRISES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, on behalf of the company. He  is personally known to me or  produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or Stamped)

Witnesses:

**ACCEPTED BY GRANTEE:**

**HARBOR BAY COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special purpose government created pursuant to  
*Florida Statutes*, Section 190.003

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of the Harbor Bay Community  
Development District, a local unit of special purpose government organized and existing under  
Chapter 190, *Florida Statutes*, on behalf of the District, who /\_/ is personally known to me or  
/\_/ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print Name

My Commission Expires:

Affix: Notary Seal:

**Exhibit "A"**

***Legal Description of the Property***

**[INSERT LEGAL DESCRIPTION]**

**Exhibit “B” - Permitted Exceptions**

**[INSERT PERMITTED EXCEPTIONS]**

[END OF EXHIBIT B]

**Attachment B-3**  
Form of Bill of Sale

**BILL OF SALE AND ASSIGNMENT**  
(Portion of \_\_\_\_\_ Plat)

**THIS BILL OF SALE AND ASSIGNMENT (“Bill of Sale”)** is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, as successor to TERRABROOK APOLLO BEACH, LLC, a Delaware limited liability company, successor by conversion from TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership,** hereinafter called the “**Grantor,**” and **HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT,** a special purpose unit of local government established under Chapter 190 of the Florida Statutes, hereinafter called the “**Grantee.**”

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

**BACKGROUND STATEMENT**

This instrument is intended to convey certain property rights related to certain improvements located on or within the property (“**Property**”) identified in **Exhibit A,** and assign certain rights in plans, reports and other development-related documents related thereto, as set forth in this Bill of Sale.

**NOW THEREFORE,** for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements as described below (hereinafter collectively the “**Improvements**”) to have and to hold for Grantee’s own use and benefit forever, subject to the terms of this Bill of Sale:
  - a. All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities; and
  - b. All plants, trees, timber, shrubbery, and other landscaping, and associated lighting, now a part of the Property; and
  - c. All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, now a part of the Property; and

- d. All roadways, sidewalks, signage, street signs, street lighting, fencing, and boundary walls, now a part of the Property.
2. Grantor hereby transfers, and assigns to Grantee all right, title, interest and benefit of Grantor, if any, in, to and under, the following plans, reports and other development-related documents only to the extent relating to the Improvements (hereinafter collectively the “**Assigned Rights**”) to have and to hold for Grantee’s benefit forever, subject to the terms of this Bill of Sale:
  - a. any and all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals, and work product; and
  - b. any and all guaranties, affidavits, warranties, bonds, claims, lien waivers, and indemnifications, given heretofore and with respect to the construction, installation, or composition of the Improvements and work product described in the items above; and
3. Grantor hereby covenants that, subject to Section 5 below: (a) Grantor is the lawful owner of the Improvements; (b) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed to the extent arising from the acts or omissions of Grantor, its employees, agents or contractors; (c) Grantor has good right to sell the Improvements; and (d) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons claiming by or through Grantor.
4. Grantor does further represent that it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to Grantee any and all rights against any and all firms or entities, which may have caused such latent or patent defects, including, but not limited to, any and all warranties, bonds, claims and other forms of indemnification.
5. The Improvements expressly exclude, and Grantor does not hereby convey, any property or improvements owned by third parties (herein, “**Third-Party Property**”), which are located in or may encroach into the Property, and Grantor does not make any covenant, representation or warranty, whatsoever regarding such Third-Party Property, notwithstanding anything to the contrary in this Bill of Sale.
6. Grantor expressly reserves all right, title, interest and benefit in, to and under any of the plans, documents, and other the development-related documents described in Subsection 2.a. and b., above to the extent not related to the Improvements. Grantor does not make any representation or warranty regarding the Assigned Rights whatsoever, including the accuracy or completeness of same.
7. By execution and delivery of this Bill of Sale, the Grantor affirmatively represents that it has the right and lawful authority to so execute and deliver this Bill of Sale to the Grantee.



By execution and delivery of this Bill of Sale, the Grantee accepts the Improvements and the Assigned Rights, and assumes all obligations pertaining to the Property and Improvements owned by Grantee.

8. Grantor covenants and agrees to execute and deliver to the Grantee such further instruments and documents, as requested by Grantee, which are reasonably necessary to fully assign, transfer, and convey Grantor's title to all of the Improvements, and Grantor's right, title and interest in, to and under the Assigned Rights, to the Grantee.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Grantor has caused its duly authorized representative to execute and deliver this Bill of Sale this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

GRANTOR:

\_\_\_\_\_  
Name: \_\_\_\_\_

**PARK SQUARE ENTERPRISES, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, on behalf of the company. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or Stamped)

Witnesses:

ACCEPTED BY GRANTEE:

**HARBOR BAY COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special purpose government created pursuant to  
*Florida Statutes*, Section 190.003

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of the Harbor Bay Community  
Development District, a local unit of special purpose government organized and existing under  
Chapter 190, *Florida Statutes*, on behalf of the District, who /\_\_\_/ is personally known to me or  
/\_\_\_/ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name  
My Commission Expires:  
Affix: Notary Seal:

**Exhibit "A"**

***Legal Description of the Property***

**[INSERT LEGAL DESCRIPTION]**

**Attachment B-4**  
Form of Assignment of Easements

Prepared by and when  
recorded return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel Tax ID#: \_\_\_\_\_

**NON-EXCLUSIVE GRANT AND ASSIGNMENT OF EASEMENTS**

(Portion of \_\_\_\_\_ Plat)

THIS ASSIGNMENT OF EASEMENTS is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, as successor to **TERRABROOK APOLLO BEACH, LLC**, a Delaware limited liability company, successor by conversion from **TERRABROOK APOLLO BEACH, L.P.**, a Delaware limited partnership (“**Assignor**”), whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811, in favor of the **HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes* (“**Assignee**”), whose post office address is 250 International Parkway, Suite 280, Lake Mary, FL 32746.

**W I T N E S S E T H:**

That Assignor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, transfer, and assign to Assignee, Assignor’s right, title, and interest in the easements described on **Exhibit A** attached hereto;

This Assignment of Easements shall be for the use and benefit of both Assignee and its successors and assigns; and,

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor shall be permitted to continue its use of said easements, so long as such use does not unduly interfere with Assignee’s use of said easements.

**IN WITNESS WHEREOF**, Assignor has hereunto set its hand and seal as of the day and year first above written.

*[Signature pages follow.]*

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute and deliver this Assignment of Easements this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

ASSIGNOR:

\_\_\_\_\_  
Name: \_\_\_\_\_

**PARK SQUARE ENTERPRISES, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, on behalf of the company. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or Stamped)

Witnesses:

ACCEPTED BY ASSIGNEE:

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to *Florida Statutes*, Section 190.003

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of the Harbor Bay Community Development District, a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes*, on behalf of the District, who /\_/\_/ is personally known to me or /\_/\_/ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print Name

My Commission Expires:

Affix: Notary Seal:

**Exhibit "A"**  
***Legal Description and scope of Easement***

**[INSERT LEGAL DESCRIPTION]**



**EXHIBIT C  
CONVEYANCE STANDARDS**

1. Physical inspection(s) as evidenced by a certificate of a professional engineer. Such certification shall state the following:
  - A. The Property meets or exceeds minimum local, state, or federal regulations, including but not limited to ADA standards; the Developer shall not be required to bring improvements up to standard to the extent that such improvements are grandfathered in under prior laws, regulations or standards. This includes, but is not limited to, street lighting, landscaping, gates and fencing.
  - B. The Property functions independently for its intended purpose. The District engineer shall determine whether the anticipated remaining useful life of the Property meets or exceeds at least either: (i) fifty (50) percent of its overall useful life; or (ii) five (5) years (the “**Reserve Threshold**”). Landscaping shall meet all applicable Conveyance Standards, but shall not be subject to the useful life calculation which would result in a cash payment by the Developer under this Conveyance Standard 1.B. If the Property’s remaining useful life (other than landscaping) meets the Reserve Threshold, the Developer shall not be required to make any cash payment to the District in connection with its conveyance of the Property. If the Property’s remaining useful life (other than landscaping) does not meet the Reserve Threshold, the Developer will make a cash payment to the District calculated as follows:

Step 1. Determine useful life according to the following table:

<u>Property</u>	<u>Useful Life (In Years)</u>
Roadway pavement	20
Roadway Curb	20
Roadway Gutter	20
Sidewalk	25
Storm water pipe	50
Storm water mitered end section	20
Street Sign (not including poles)	10
Stormwater Pond (control structure weir & skimmer)	20
Stormwater Pond (sand filter)	30
PVC irrigation line	25
Irrigation Pump	15

Hardscape and entry monumentation	30
Metal Street Lighting	20
Concrete Street Lighting	30
Fence (wood)	15
Fence (vinyl)	20
Fence (aluminum)	40
Fence (steel)	25
Gates (excluding mechanical)	20

If any item of Property sought to be conveyed is not listed in the above table, the useful life shall be as set forth in a reference manual generally recognized by professional engineers in the State of Florida as authoritative on the subject matter.

- Step 2. District Engineer determines remaining useful life of the Property (based on the condition of the Property on the date of the District Engineer's inspection).
- Step 3. Determine total replacement cost of the Property as of the date of the District Engineer's inspection.
- Step 4. Divide that total replacement cost by the total number of years in its useful life.
- Step 5. Multiply that number by the following formula: (i) the lesser of fifty percent (50%) of the useful life or five (5) years; minus (ii) the number of years remaining in the Property's useful life. This number shall be the amount of the cash payment.

Example:

A Property sought to be conveyed has a useful life of 10 years and a replacement cost of \$100,000. If the District Engineer determines that the infrastructure improvement has a remaining useful life of four years, the Developer will also have to tender a check in the amount of \$10,000 which the District shall add to its reserves. This \$10,000 represents the amount the District would have been putting in reserves each year if the Developer had tendered the conveyance in year 5 instead of year 6, illustrated as follows:

- 1. \$100,000 replacement cost divided by 10 years useful life = \$10,000 per year reserve contribution;
- 2. 5 year minimum useful life minus 4 years remaining actual useful life = 1 year of lost reserve funds;

3. 1 year of lost reserve funds multiplied by \$10,000 per year reserve contribution = \$10,000 required cash payment.
- C. Sprinkler systems exist and are functioning and entirely located on the Property or already on real property owned by the District.
  - D. The Property is reasonably accessible to the District through County or District right-of-way or through easements in favor of the District.
  - E. The Property was constructed in accordance with the Engineers Report.
  - F. For parcels identified on Attachment C-1, the mangroves are trimmed in accordance with the proposal attached hereto as Attachment C-1.
  - G. In relation to the conveyance of a portion of Hillsborough County Folio Number 054191-2544, which is adjacent to the District park designated as Tract B-3 on the plat of MiraBay Phase 1B-1/2A-1/3B Hillsborough County Plat and which is a portion of the real property more commonly known as Parcel 8, Developer shall have replaced trees which have died or been cut down including at least three Bismarck palms and at least three Sylvester palms of a quality and size similar to the Bismarck and Sylvester palms, respectively, which currently exist on such property required to be conveyed. Trees installed by the Developer or a prior developer on the Property required for development approval by minimum local, state, or federal regulations, which have died or been removed, have been replaced by the Developer prior to conveyance.
  - H. All appropriate or required signs are installed and conform to County guidelines.
  - I. For sidewalks installed as of the Effective Date, root barriers are installed adjacent to portions of sidewalks located within ten (10) feet of trees which are prone to have roots which may lift the sidewalks. Sidewalks do not have vertical separation in excess of one quarter (1/4) of an inch. Sidewalks do not have cracking in the individual panels in excess of one quarter (1/4) of an inch wide, except that the space between two sidewalk panels shall comply with the standard set by what applicable County code.
  - J. Street drains and storm drains have been inspected and function as designed.
  - K. Street trees are alive and not currently causing damage to sidewalks or roads which materially impairs the safety or functionality of the sidewalk or road.
  - L. The Property is not to the engineer's knowledge, in violation of applicable environmental laws.
2. Any deficiencies noted during inspection(s) are to be corrected by the Developer in accordance with the Conveyance Procedures set forth in Exhibit B.
  3. The Folio # of property being conveyed must be included in conveyance documents.

**[END OF EXHIBIT C]**

## Attachment C-1 Mangrove Trimming Proposal



Post Office Box 10214  
Bradenton, Florida 34282  
(941) 753-0203  
(941) 761-6900 fax  
[info@suncoasteg.com](mailto:info@suncoasteg.com)  
[www.suncoasteg.com](http://www.suncoasteg.com)

June 21<sup>st</sup>, 2020

Harbor Bay CDD  
c/o Rizetta  
9428 Camden Field Parkway  
Riverview, FL 33578

Dear Harbor Bay Directors,

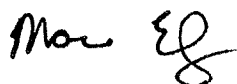
The mangroves within Tract C-1 are part of an onsite mitigation area for the original community development. Whereas most mitigation areas restrict trimming, this one allows trimming to a height no lower than 10 feet. The tallest mangroves in this section are between 18 and 26 feet and contain mostly Red and White mangrove species. There are a lot of mangroves in this section (around 50%) that would need to be window pruned for views since they could not be lowered to 10 feet without alteration. The following figures are estimates on what you could expect during the permitting process based on past permits.

- File (\$3,600) with the Hillsborough County Environmental Protection Commission to trim the designated 1.43 acres of mangroves within Tract C-1. This fee is made up of the EPC filing fee of \$2,500, the EPC mitigation fee of \$250, and the preparation fee of \$850. We will need the current owner to sign the EPC's Owners Authorization Form to proceed with a permit.
- Mitigation (\$90,000) will be required for trimming greater than 65% of the mangrove fringe. I estimate the mitigation to be as follows:  
Functional Loss: Delta of .2 x 1.43 acres = .286  
Convert to Bank Credit: .286 / .72 = .397  
Convert to dollars: 0.4 x \$225,000 = \$90,000
- Trimming (\$14,080) the mangroves will need to be completed in stages so that no more than 25% of the foliage is removed per year. Given the current heights of 18 to 26 feet, the first-year height would be approximately 15 feet with the trees taller than 18 feet being window pruned for views. The second-year trim should be at or near the 12-foot level with the taller canopied trees window pruned between 12 and 18 feet. The third year should be at the permitted configuration of a 10-foot hedge with the taller trees window pruned.
- Cleanup (\$8,600) of the transition area between the grass and the mangroves could be accomplished to reduce the undesirable vegetation. The two most prominent nuisance trees were the Reclinata Palms and the Brazilian Pepper trees. Should you pursue a mangrove

trimming permit for this area the Pepper trees would be required to be removed since they are within 30 feet of the trimmed mangrove fringe.

If you were to reduce the size of the trimming area in that section you would see a drop in the mitigation and trimming costs, respectfully. The mitigation and the major modification permit fee are one-time costs for this project, the trimming can continue in perpetuity.

Thank you,



Marc Ebling  
Suncoast Environmental Group

**Updated by Suncoast on September 22, 2021 as follows:**

Proposal Summary

Year 1 - \$123,500

Year 2 - \$18,600

Year 3 - \$18,650

Year 4 - \$18,650

Total cost to trim mangroves located in tract C1 is \$179,450 over 4 years.

**Mangrove Trimming & Exotic Removal Activities - Eastern Bridge**

5,500.00  
x 1

Task 2.0 Mangrove Trimming & Exotic Removal Activities between 601 Islebay Dr & 543 Islebay Dr: All mangrove trimming will be performed in accordance with the 1996 Mangrove Trimming and Preservation Act (F.S. 403.9328). This task will be conducted to trim the overhanging branches that are encroaching onto adjacent properties. This task does not include any hedging or view window trimming, nor does it include trimming of any vegetation along the canal side to the north, as these activities would require additional permit authorizations. Trimming activities require a professional mangrove trimmer (PMT). All trimming activities will be supervised by a professional mangrove trimmer. All category I exotic plants and prohibited plants will be cut and removed from the area that is immediately adjacent to the bridge and the cut vegetation stumps will be treated with a U.S. Environmental Protection Agency aquatically approved herbicide and visual tracer dye. All vegetation material will be temporarily stock piled within property limits and removed by a vegetation recycling contractor to an offsite location.

5,500.00

 [Eastern and Western Bridges Trimming Map](#)

**Mangrove Trimming & Exotic Removal Activities - Western Bridge**

5,500.00  
x 1

Task 3.0 Mangrove Trimming & Exotic Removal Activities between 709 Islebay Dr & 703 Islebay Dr: All mangrove trimming will be performed in accordance with the 1996 Mangrove Trimming and Preservation Act (F.S. 403.9328). This task will be conducted to trim the overhanging branches that are encroaching onto adjacent properties. This task does not include any hedging or view window trimming, nor does it include trimming of any vegetation along the canal side to the north, as these activities would require additional permit authorizations. Trimming activities require a professional mangrove trimmer (PMT). All trimming activities will be supervised by a professional mangrove trimmer. All category I exotic plants and prohibited plants will be cut and removed from the area that is immediately adjacent to the bridge and the cut vegetation stumps will be treated with a U.S. Environmental Protection Agency aquatically approved herbicide and visual tracer dye. All vegetation material will be temporarily stock piled within property limits and removed by a vegetation recycling contractor to an offsite location.

5,500.00

 [Eastern and Western Bridges Trimming Map](#)

## Attachment C-2 Canal Dredging Proposal

### Dredging

Identify washout area using aerial photography and site documents. Run transects collecting depths of washout area and adjacent (non-impacted) channels. Calculate average depths to hard ground, noting tide levels at time of data collection. Sampling to occur using survey measuring rods and boat-mounted depth finder. Collection, review and characterization of sediment material will also be completed.

Collected data will be transferred to aerial photographs depicting location of measurement and depths at each location. Applicable site documents will be prepared for submittal to appropriate environmental agencies. Once regulatory authorizations are in place, dredging to approximate pre-washout depths will be completed.

