

---

*Miromar Lakes Community Development District*

---

*Regular Meeting Agenda*

*June 14, 2018*



*Visit our Web Site at: [www.miromarlakescdd.org](http://www.miromarlakescdd.org)*

*Prepared by:*

***JPWARD AND ASSOCIATES LLC***

*2900 Northeast 12th Terrace, Suite 1*

*Oakland Park, Florida 33334*

*E-Mail: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)*

*PHONE: (954) 658-4900*

# MIROMAR LAKES

## COMMUNITY DEVELOPMENT DISTRICT

June 6, 2018

Board of Supervisors  
Miromar Lakes Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Miromar Lakes Community Development District will be held on **Thursday, June 14, 2018, at 2:00 P.M.** at the **Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

1. Call to Order & Roll Call
2. Consideration of Minutes:
  - a) April 27, 2018 - Regular Meeting
  - b) May 10, 2018 – Regular Meeting
3. Consideration of Resolution 2018-5 establishing an electronic records policy for the District.
4. Continued discussion relative to the Fiscal Year 2019 Budget.
  - a) Agreement with Miromar Development Corporation for the Operation and Maintenance of the District's Landscaping Program.
  - b) Consideration of Acceptance of Dedication of San Marino Berm.
  - c) Consideration of Resolution 2018-6 establishing rules and regulations for the operation of the stormwater management program, and authorizing the staff to advertise for the adoption of a Rule for the stormwater management program.
  - d) Revised FY 2019 Budget
5. Consideration of Acceptance of Track L1 – Unit XVI – Positano water management system.
6. Staff Reports
  - a) Attorney
  - b) Engineer
  - c) Asset manager
  - d) Manager
7. Supervisor's Requests and Audience Comments
8. Adjournment

The second order of business is consideration of the minutes of April 27, 2018 and May 10, 2018.

The third order of business is consideration of Resolution 2018-5 establishing an electronic records policy for the District. Records retention policies are set by the State, and a number of years ago, the State established an electronic records retention policy for all governmental agencies throughout the State, and which are attached to the Resolution as an exhibit. My firm follows those policies, and have for a number of years now, and all of the District's records are in electronic form only. Over the years, certain documents (printed minutes, agreements, and resolutions) – I have maintained in original format, primarily since some bond lawyers always wanted that printed document – however that requirement no longer exists and the printed form of document is not necessary anymore. As such, this resolution, will codify an existing practice and will fully provide for a records policy that is consistent with the State regulations.

The fourth order of business deals with the proposed changes to the District's operating policies and FY 2019 budget.

The fifth order of business deals with the acceptance of the water management system for Track L1 – Unit XVI – Positano.

The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,  
**Miromar Lakes**  
**Community Development District**

  
James P. Ward  
District Manager  
Enclosures

***The Fiscal Year 2018 schedule is as follows***

October 12, 2017	November 9, 2017
December 14, 2017	January 11, 2018
February 8, 2018	March 8, 2018
April 27, 2018	May 10, 2018
June 14, 2018	July 12, 2018
August 9, 2018	September 13, 2018

**MINUTES OF THE MEETING OF THE  
MIROMAR LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Friday, April 27, 2018, at 12:00 p.m. at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

**Board members present and constituting a quorum:**

Dr. David Herring	Chairman
Mr. Doug Ballinger	Vice Chairman
Mr. Alan Refkin	Assistant Secretary
Mr. Michael Weber	Assistant Secretary
Mr. Burnett Donoho	Assistant Secretary

**Staff present:**

James Ward	District Manager
Greg Urbancic (via phone)	District Counsel
Paul Cusmano	Calvin Giordano & Associates
Bruce Bernard	Calvin Giordano & Associates
Charlie Krebs	District Engineer

**Audience:**

Tim Byal	Miromar Development Corporation
Mike Rizzo	Resident

**1. Call to Order & Roll Call**

Mr. Ward called the meeting to order at 12:00 p.m. A roll call determined all members of the Board were present.

**2. Consideration of Minutes**

**a) March 08, 2018 Regular Meeting Minutes**

Mr. Ward stated the minutes had been distributed previously and asked if there were any deletions, corrections or additions to the minutes.

Mr. Ballinger asked for clarification of the amount of submitted bills of \$450,000. Mr. Bernard responded this was correct. Mr. Ballinger asked Mr. Bernard about the statement on Page 6 which said, "...the weir needed to be

lowered.” Mr. Bernard responded the only way to lower the lake was to lower the weir. It was suggested this be reworded to say lower the lake level.

Mr. Ward called for a motion.

**Motion was made by Mr. Refkin and seconded by Mr. Donoho to approve the minutes of the March 08, 2018, meeting with the correction noted above, and with all in favor, the motion was approved.**

**3. Consideration of Resolution 2018-4 Approving the Fiscal Year 2019 Budget and Setting the Date, Time, and Location for the Public Hearing for the Adoption of the Budget for Thursday, August 9, 2018, at 2:00 p.m. at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

Mr. Ward said he would briefly go through the budget as it was similar to what had been seen in the past. He explained he would highlight the changes which had been made. Mr. Ward indicated as far as timing was concerned because of the assessment rate which was proposed, the maximum rate allowed to be levied before individual notices to all residents needed to be sent, or the cap rate, had been exceeded. He said the public hearing, pursuant to the resolution, had been scheduled for August 9, 2018, and by the 1<sup>st</sup> of July, he would send out the mailed notices. He pointed out this meant there would be three meetings prior to the mailing, so the budget must be ready by then.

Mr. Ward began with Page 3, Assessment Comparison, where he stated the rate was basically the same, \$730.70 per unit, which included capital expenditures for improvements. He said there had been savings in the landscape contract and the lake maintenance contract.

Mr. Ward called the Board’s attention to the Reserves for the General Fund and said at the end of the Fiscal Year, the Cash Balance was expected to drop to \$330,000 which was about \$200,000 less than it needed to be in order to fund the first three months of operations for next year. He explained he had added a \$200,000 operating reserve which would bring up the estimated cash balance to roughly \$530,000. He reminded the Board the reason the funding had gone down was due to Hurricane Irma.

Mr. Ward stated he had included a Disaster Relief Reserve funded at \$1 million, which would be an amount of money set aside to use for capital improvements or future disaster relief, whatever it was needed for. He said this amount would probably need to increase over time. With those two additions, the portion of the assessment related was \$652 per unit per year. The total assessment going into Fiscal Year 2019 for operations and to establish the two reserves would be \$1383.25 per unit on the tax bills for next year.

Dr. Herring asked if the figures included \$51,000 for the MSBU payment which had been made and would not have to be made in the future. Mr. Ward responded affirmatively, but only if the CDD was able to get out of the MSBU agreement; and if it happened before the Public Hearing, that figure could be reduced.

Mr. Weber asked if the District were to receive \$225,000 or more from FEMA, when that would occur. Mr. Bernard responded FEMA had indicated July or August to get notification, and then FEMA would pay the State, and the State would pay Miromar Lakes. Mr. Weber said he was pointing out that the additional \$200,000 would be compensated for by the check from FEMA.

Mr. Ward stated if the money from FEMA was not in hand before the Public Hearing, he would not recommend removing it from the budget.

Dr. Herring asked if the FEMA money would go into reserves, and Mr. Ward responded affirmatively. Dr. Herring concluded next year the assessment would be lower. Mr. Ward said the Board could lower the assessment or it could be added to the Disaster Relief Reserve; the Board could decide.

Mr. Ward was asked if this proposed the District would achieve the \$1 million reserve in one year, and he responded affirmatively.

It was then asked if there was a regulatory reason to fund the entire reserve in one year back to what it should be, or could it be done in two or three years. Mr. Ward responded there was no reserve. It was pointed out the District had functioned through the storm and succeeded. Mr. Ward responded they had, but barely. It was pointed out the Homeowners' Association collected a small amount each year, so no one bore the burden of a huge reserve, but it accumulated over a number of years.

Mr. Refkin asked Mr. Byal what percentage of all property did Miromar own, and he responded 20%. Mr. Refkin stated then 20% of this assessment would fall on Miromar.

Mr. Byal said in general he didn't know how equitable establishing this reserve in one year would be.

Mr. Ward responded he had not said it was a one year assessment but this would be a good start towards the necessary funds. He also said he thought a \$1 million reserve was relatively low. When asked what the reserve had been historically, Mr. Ward responded there had not been one. It was pointed out there had always been excess cash.

Mr. Ballinger stated he felt the proposed amount was reasonable, a reserve was necessary.

Mr. Refkin stated a good example of why a reserve needed to be maintained was the recent lawsuit. He said \$1 million was low compared to some other CDDs.

Mr. Ballinger reminded the Board of the “scramble” for money which had occurred because of the Center Place lawsuit. He said if this was a time when this could be done and be most understood, it should be done.

Mr. Byal asked if it would be \$1 million every year, and Mr. Ward responded he only proposed it for one year and it should be evaluated yearly.

Mr. Byal responded he did not disagree with the amount; he thought it should be accumulated over time.

A discussion of this item ensued. The amount to have in reserve, whether or not to have a reserve, and what would happen if there was no reserve were all topics discussed. Mr. Ward pointed out there were no laws governing reserve funds, and it was up to the CDD to decide how to handle this. Mr. Ward said the CDD, as a governmental agency, needed to preserve the health, safety and welfare of the community. This could not be done without money.

Dr. Herring commented he remembered at one time the CDD had accumulated a great deal of money and had not been receiving interest on it, and Mr. Ward responded this was before he was District Manager, but he had invested that money for the two series of bond funds, and it had begun receiving \$80,000 a year interest. He said that investment had come due, the rates had changed, and so they were no longer in that position. He said the District had received the \$80,000 of interest per year for the last five years.

Mr. Ward said there was only one question on the table which was what amount the Board wanted the reserve to be.

Mr. Refkin said ultimately a target was needed as to what the reserve should be, and Mr. Ward should be relied on to advise them. He said it was the Board’s responsibility to use their best judgment to determine the amount and the course of time for implementation. He said given the path they had been on, using a half million dollars at a crack, he didn’t want the Board to be in a position of not having the necessary funds. He added the Board historically had frugally handled the money of the residents.

Dr. Herring suggested this needed be explained to the residents.

Mr. Weber said as Mr. Ward handled a number of similar communities, he had access to the reserves of other communities. He asked what the range of percentages was for other communities, which would give the Board a basis for developing a target.

Mr. Ward said reserves were mostly thought about in terms of catastrophes like storms, and most of the districts he had dealt with in the past 40 years, the usual range was from \$2.5 to \$3.5 million.

Mr. Ballinger pointed out many storm related items had jumped over into this budget. He said it should not be that way.

Mr. Ward said this community was transitioning from a Developer who had taken on significant responsibility and paid for a significant part of the improvements on behalf of the CDD. He reported this was changing, which was understandable and happened in all districts he had managed. He explained the District and the HOA had to take on some of the additional responsibilities. He said the District had taken a step in that direction with the addition of a long term capital program, roughly in the amount of \$400,000 per year, to begin to restore some of the assets which had not been touched in 15 years. This was a good program. He emphasized during that time, there had been two major storm events and one major law suit, and now it was time to leave that \$400,000 in place and establish a reasonable reserve to deal with these “unforeseen” events. He stated he already knew he would not have the money to pay the bills in December. He said the figure could be whatever the Board decided, but it needed to be the beginning of a reasonable reserve. He added he did not think a million dollars was an unreasonable figure.

Mr. Bernard commented over \$100,000 had to be taken out of the operating budget for hurricane cleanup.

Mr. Refkin said if there had been a reasonable reserve, the CDD would not be put in this position.

It was stated if the necessary reserve was \$2 million, half of it would be funded in one year.

Mr. Bernard stated there was about \$5 million in assets, with landscaping being the biggest figure. Mr. Ward was asked if there was any insurance for this. He responded landscaping could not be insured unless it was attached to a building.

Mr. Ward stated reducing the \$1 million dollar figure would be fine.

It was suggested there be a basis for the figure, which could then be shared with residents and possibly Mr. Bernard’s calculation could be used.

Mr. Refkin asked Mr. Ward to make a recommendation for what the reserve should be and how the figure was arrived at and the rationale behind it. Mr. Ward responded affirmatively.

Mr. Ballinger asked when this had to be decided and voted upon by the Board. Mr. Ward responded by the June meeting. He said the Public Hearing could be postponed until September, which would give an extra 30 days, which he would recommend.

The Board agreed to postpone the Public Hearing.

Mr. Ward said the reserve was the only big issue in the budget and everything else was the same as in prior years.

It was asked if the line items in the budget were adequate to handle the growth in responsibilities as more communities were built; for example, the Bellini shoreline, riprap,

Ana Capri. Could this be maintained at the same cost structure which had been in place before?

Mr. Bernard responded this new responsibility was in the budget, and it had not changed because he had rebid the maintenance.

Mr. Byal commented fixing riprap should be the homeowner's responsibility. He said the fact that the CDD had fixed riprap could be attributed as an Irma-related activity, and how things would be handled in the future was a Board decision.

Mr. Refkin stated the Board had said things would be standardized, and once it was standardized, the Board would step back.

Dr. Herring asked Mr. Byal what his expectations were for future responsibilities in the new sections.

Mr. Byal responded it would be the landscaping and maintenance of the berm along east side of the road.

Dr. Herring asked when this would be completed.

Mr. Refkin reminded the Board it was up to them to accept this new responsibility and when to do so.

Mr. Ward pointed out there were a reducing number of units coming into this community over the next few years, which translated at the current rate to \$1300 per unit times the number of units it reduced by. He said this was a pretty significant reduction and would be the biggest cost increase. The addition of the new properties could be estimated over time.

Mr. Refkin said the new berm alone would cost the residents \$80,000 a year. He said his point was the Board would have to account for it in this fiscal year if it was to be taken over in this year.

Mr. Ward commented there was pressure on the assessment rate, and it was not going to get better until the developer got the number of units down to whatever it should be. He said the developer was paying an amount as though there was maintenance being required, and this was a problem for Mr. Byal. He was sympathetic to this situation; however, his original thought process was as the CDD began to not need the reserve, that differential would be needed to deal with the increasing assessment as a result of more property coming in for maintenance and less units coming out of the mix. He said he did not think the \$1300 would go down a great deal over time. He said his thinking was in getting the reserve raised sooner gave a cushion to not have to raise rates dramatically as the number of units went down and more responsibility was taken on.

**Motion was made by Mr. Refkin and seconded by Mr. Ballinger to adopt Resolution 2018-4 subject to changing the date of the Public Hearing to September 13, 2018, at 2:00 p.m., and with all in favor, the motion was approved.**

#### 4. Staff Reports

- a) District Attorney – No report.
- b) District Engineer

Mr. Krebs reported he had reviewed old requisitions to determine who owned and maintained drainage. He referred to a set of plans for Mediterranean Village Phase 1 and 2, which included Miromar Lakes Parkway out to the intersection for Isola Bella and south to the island. He went through the information the developer provided, and everything that was paid for by the CDD, excluding any of the potable water, sanitary sewer, because that had been transferred to Lee County Utilities. He said he had highlighted everything which could be quantified in the bill of sale, and between now and the next meeting, he would create a list, so Mr. Bernard and Mr. Cusmano would know exactly what had been paid for. He said there was an issue with the previous engineer's work as there was no back up information, but he would assume the same things had been paid for. He said the exceptions were Rovenna, Bella Vista, Tivoli, St. Moritz, Porto Romano, and San Marino were developed by someone else. For Porto Romano, all he had received was a bill of sale for the lakes; nothing for roadway drainage. Rovenna and Bellini were the same; nothing had been transferred to them. He said he would continue to go through and assess what had been turned over, what had not, and where it was located for the next Board meeting.

It was commented there were very few HOAs which had a grasp on what their responsibilities were. He said knowing this was essential, so the CDD's and the HOA's responsibilities could be determined.

Mr. Byal stated originally this was to be general education because a substantial amount was included in the bond offering, but the concept was the District was responsible for the surface water management system, which was his understanding of what the Board was created for. If this could not be controlled, then how could it be managed? He said he understood the engineering process, but why waste time if at the end, they would know what the CDD's responsibility was. He said either the whole system was managed or it was not.

Mr. Refkin asked who set that rule; Miromar Development and Mr. Byal saying the District should be managing all or none?

Mr. Byal responded if this was done piecemeal, and in a real life situation like Sienna where residents chose not to maintain the internal system, the only difference was the pipes under the ground in the road. If this was left to the neighborhoods, generally this would not be maintained; and so when the system failed, who would be responsible. The residents would be saying they thought it was the District's responsibility to make sure the system functioned properly and the houses did not flood and drained properly. He said he did not believe the District could manage whether a house flooded if it had not maintained it all.

Mr. Refkin brought up the issues in Siena and said the reason Siena had poor drainage was because when it was built, it drained back to the pond and not out to the street like Verona Lago, which had great drainage.

Mr. Byal said the CDD should not have touched that issue.

Mr. Refkin said it had been done for the benefit of the residents, and once it was completed, it would be given back to the residents to be maintained. He said the CDD had extended its arms beyond its obligations to many communities in order to standardize areas in Miromar.

Mr. Krebs said the reason for his research was so the CDD could see what it owned and needed to maintain, and if there were areas which needed to be transferred to the CDD and the Board wanted to accept them, they could be. He said his understanding was the CDD could not spend money on things they did not own.

Mr. Byal pointed out the District had the authority to function in a public utility easement. Mr. Krebs responded in his understanding if it was not in a bill of sale to the CDD, ownership was not theirs.

Mr. Byal said if a pipe in a public easement needed to be repaired, it was available to whoever needed to do so, and it was not a question of ownership.

Mr. Krebs said it was according to his understanding of Mr. Ward's instructions.

Mr. Ward responded this would have to be clarified.

Dr. Herring and Mr. Ward agreed the CDD either maintain the whole system or they do not. It was also brought up that whatever was decided in this issue, the neighborhoods needed to be informed.

c) Asset Manager

Mr. Bernard reported hurricane cleanup and repair of bank erosion was completed with the money the CDD had. He said a contractor had begun to clean the basins which the CDD was sure it owned. He said all the basins had been checked, and he knew what needed to be cleaned.

Mr. Refkin asked how Brightview was doing.

Mr. Bernard responded Brightview was doing better and had addressed issues which they had been asked to address. He said the median looked improved.

d) District Manager - No report.

## 5. Supervisor's Requests and Audience Comment

Mr. Ward called for comments from the Board or the audience.

Dr. Herring reported he and Mr. Byal had a meeting with Mr. Pendergrass about the taxes on the median. He said Mr. Byal was a great resource and representative of this community. Dr. Herring stated Mr. Byal had a good relationship with Mr. Pendergrass, and so a positive effect should be seen. He said Mr. Pendergrass agreed to bring up the issue with his staff, which he had done, and the end result was they were in favor of disbanding that unit as long as the CDD agreed to take over maintenance of the median. He added there were some potential paybacks for money the CDD had spent, but he was not hopeful for this.

## 6. Adjournment

Mr. Ward asked for a motion to adjourn.

**Motion was made by Mr. Ballinger and seconded by Mr. Refkin to adjourn the meeting, and with all in favor, the motion was approved.**

The meeting was adjourned about 3:24 p.m.

Miromar Lakes Community Development District

---

James P. Ward, Secretary

---

Dr. David Herring, Chairman

**MINUTES OF THE MEETING OF THE  
MIROMAR LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Thursday, May 10, 2018, at 2:00 p.m. at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

**Board members present and constituting a quorum:**

Dr. David Herring	Chairman
Mr. Doug Ballinger	Vice Chairman
Mr. Alan Refkin	Assistant Secretary
Mr. Michael Weber	Assistant Secretary

**Board member absent:**

Mr. Burnett Donoho	Assistant Secretary
--------------------	---------------------

**Staff present:**

James Ward	District Manager
Greg Urbancic	District Counsel
Paul Cusmano	Calvin Giordano & Associates
Bruce Bernard	Calvin Giordano & Associates
Charlie Krebs	District Engineer

**Audience:**

Tim Byal	Miromar Development Corporation
Mike Fabian	Resident

**1. Call to Order & Roll Call**

Mr. Ward called the meeting to order at 2:00 p.m. A roll call determined all members of the Board were present with the exception of Supervisor Donoho.

**2. Continuation of Discussion Relative to Fiscal Year 2019 Budget**

Mr. Ward advised the Board he had had a conversation with Mr. Byal after the last Board meeting, and Mr. Byal had suggested a format which was consistent with other Districts that both Mr. Urbancic and Mr. Ward work with. He said instead of the District actually maintaining some of the assets owned by the District, there was an option to enter into an agreement with the Master

Homeowners' Association to permit the HOA to maintain those assets for whatever period the Board decided. He continued that with these types of agreements, there was no fee which the HOA was paid by the CDD, the HOA would charge their members whatever it decided to cover the cost of the agreement, and it was a simple agreement for maintenance. He stated an exhibit could be added to the agreement in terms of the quality of maintenance, but he was not sure that would be necessary, in this instance.

Mr. Ward stated this arrangement would do two major things: One, eliminate in totality the need for any reserves which would be required in the event of a hurricane since, as he understood, the reserves in the HOA were relatively healthy; two, it would reduce the operating budget by roughly \$710,000 a year, so the assessment levels instead of increasing to \$1300 would decrease to the level of \$330-\$340.

Mr. Ward said then the District's obligation would be solely the operation and maintenance of the drainage system.

Mr. Ward explained the HOA's fiscal year was different from the CDD's fiscal year. The District's fiscal year ended September 30; the HOA was probably a December 31 fiscal year. He suggested the District could terminate its maintenance on September 30, or leave some funds in the budget and continue maintenance until December 31. He said the second option would be consistent with the HOA's budget process on a going forward basis and would not impede them if they did not have sufficient cash to handle the last three months of the current calendar year.

Mr. Ward indicated if the Board decided to move in this direction, it would have to be done in the next 30-45 days in order to modify the budget to be ready for the Public Hearing in September.

Mr. Ward stated if the Board chose to keep the maintenance of the landscaping, there was another alternative, which would be to remove the reserves, leave the assessment about the same, and then work from there on dealing with the reserve issue. He said it was the Board's decision, but this issue needed to be resolved. He added the final piece of the puzzle was to work with the developer in order to try to eliminate MSBU Overlay District, which would reduce the budget by \$50,000.

Dr. Herring asked if Mr. Ward knew whether the HOA would be capable of assuming the maintenance in September.

Mr. Byal responded he had not known the Mr. Ward was going to offer a December option, which would amount to approximately \$100,000 for the quarter. He commented what worked best for everyone was what should be done.

Dr. Herring asked how this agreement transfer would affect the contract with Brightview.

Mr. Ward stated there was a short termination term on the contract, and a date would be decided with a 60-day notice.

Dr. Herring asked if everything else would be turned back over to Estate Landscaping, and Mr. Byal responded in the affirmative.

Mr. Ward explained the reason he had suggested the December 31 date was to assist the HOA because he knew their fee structure was through December 31. He said the District's assessments could still be lower because only \$100,000 would be needed to cover landscaping fees, instead of \$710,000. Assessments would still go down.

Mr. Weber commented there would be a contract between the Master Association and the CDD to support the landscaping of CDD properties, and there would be money exchanged between the two entities.

Mr. Ward responded that was not the case as it would be an agreement to maintain with no money exchanged. The HOA would derive its revenue on its own to cover the cost of the maintenance.

Mr. Byal explained the assessment from the HOA would most likely go up; however, there would be some savings.

Mr. Refkin commented he was in favor of this suggestion. He said he was concerned about having Estate do the landscaping because in the past they had done a poor job.

Mr. Weber agreed with Mr. Refkin, and said he was still trying to understand two entities with one supporting the other and not paying for it.

Dr. Herring stated the residents were paying for it because the HOA dues would go up.

Mr. Weber responded the Master Association dues would go up, so residents would be paying for it through the Master Association instead of the entity which actually owned the property and was responsible for it. He pointed out HOA fees were not tax deductible, but the charge on your tax bill by the CDD was deductible. He said this was not a big deal because it was not a great deal of money.

Dr. Herring stated there was precedent, and it had been done many times before in other CDDs.

It was said that the reverse situation, however, was not the case in that the CDD could not maintain HOA property and pay the cost of it without being reimbursed by the HOA.

Mr. Ballinger asked if this was in the form of a property tax, and the response was affirmative. He added this year's limitation was \$10,000, so it would not affect anybody.

Mr. Weber's response was it would affect many people in Miromar.

Mr. Ward stated the big issue was the reserve.

Mr. Weber responded he now understood why the CDD would not need the reserve if the Master Association was responsible and there was another disaster. The Master Association had reserves which could handle the disaster, and any replenishment of the reserves would be through the dues, rather than through tax assessment.

Dr. Herring asked if there were provisions which allowed the HOA to back out of the agreement, for example if there was another hurricane with large expenses. He asked what risks the CDD was taking. The response was the risk of the HOA terminating the agreement.

Dr. Herring commented the issue was quality control. He said he could not imagine the HOA would tolerate poor quality and would have more influence over Estate Landscaping.

Mr. Ward pointed out that looking inside Miromar Lakes showed the quality was there. He added the quality would most likely be better than presently seen.

Mr. Refkin asked Mr. Byal what his thoughts were on this issue.

Mr. Byal responded the reserve amount was a concern to him, and obviously the HOA was not volunteering for the additional responsibility. He said he had talked to Mike, Chris, and Bob about the efficiencies and how a team, which was on the premises daily, could more effectively handle the additional responsibilities. Most likely, he said additional staff would be added, but overall the job could be done more effectively. He said this decision was logical for the community.

Dr. Herring said he was in favor of this suggestion, but there was a part of him that was disappointed this alternative was not suggested sooner. He asked Mr. Bernard how this decision would affect his department, and his response was this was the first time he had heard about it.

Mr. Ballinger asked where residents would now go with questions concerning landscaping and security and would a place be established for residents to come to talk about concerns.

Mr. Byal responded that place already existed.

Mr. Ballinger said in the past invitations for residents to come and speak at an HOA meeting had not been made and would that change.

Mr. Byal responded the HOA meetings were open to residents, but they did not participate. He said the meetings were not advertised, other than at the desk and on the website, but the HOA was not obligated to publicly advertise. He suggested a good forum was the voters' rep meetings.

A question was asked concerning what would happen to the capital plan which was in place. Mr. Ward responded that would no longer exist, and it would be for the HOA to handle.

Mr. Byal explained simple maintenance could be handled more easily through this new arrangement.

A resident in the audience expressed that going through the CDD's process gave residents confidence and assurances a check and balance process was being followed. She said the minutes reflected items were voted on. She said she was not sure it would be the case with the HOA where they could be sure the money would be spent on things which had been agreed to.

Mr. Byal responded the difference was between the responses to Hurricane Irma the HOA was able to accomplish versus what the CDD was able to accomplish. He said the HOA had the ability to execute the plan without encumbrances.

The resident responded she did not disagree, and the HOA had done a fabulous job. She said she was concerned about the little guy who did not get as much attention, and as long as Mr. Byal was there, she was in agreement.

Mr. Refkin asked about the berms and if ownership would be transferred to the CDD.

Mr. Byal responded future berms would transfer to the CDD.

Dr. Herring commented if this agreement was approved, the CDD's main concern would be water maintenance, future lakes and the like. He said he would see no reason whatsoever to accept any more monuments or berms.

Mr. Ward shared some history of the District and pointed out these type of agreements were usually developer driven and not CDD driven. He said in this particular instance, Hurricane Irma was a force that made them rethink the process. He said he gave Mr. Byal credit for making the suggestion. He said he felt the agreement was a good thing and would make the community appear more consistent. He added the agreement could always be ended.

Mr. Ballinger asked if this agreement would delay the Budget process.

Mr. Ward responded it would not as long as the contract could be done by next month. He asked Mr. Byal to determine which date the HOA would prefer, 10/1 or 1/1.

Mr. Ballinger asked if this agreement would call for a revision of the contract with CGA.

Mr. Ward responded this contract had already broken out into its various parts, so yes, they would lose the part related to the landscaping piece, but they would still handle the drainage, which would not likely decrease.

Mr. Bernard stated the only issue he could see with the reserve was another hurricane could hit and the erosion control to be spent on the lakes would not be there for the reserve portion. He indicated almost \$500,000 had been spent fixing lake beds.

Mr. Ward said in his opinion it would allow Mr. Bernard to focus.

It was stated that portions collected from FEMA would go into a fund which would not have to be used for landscaping.

Mr. Ward responded Mr. Bernard had some erosion repairs which had not been budgeted on which he would spend the FEMA money.

Mr. Ward stated if the Board was in agreement, then Mr. Urbancic would work on the agreement, and he would amend the budget accordingly and bring the budget to the Public Hearing.

Dr. Herring asked the Board for their input, and all agreed the HOA maintenance agreement was to be pursued.

It was suggested it be made clear to residents who should be contacted in the event of an issue with landscaping.

Mr. Byal stated when the budget was increased, he would have to deal with the change, and the explanation would include an understanding of the fact the HOA was now responsible for all landscaped areas. He said he thought it would be a well-known fact.

Mr. Ward asked if there was any further discussion, and hearing none, continued to the next item.

Mr. Ward explained that over the last couple years, the District had had no consistency in how to maintain the drainage system. We have had to deal with

litigation and regulatory infractions, hurricanes, etc., however with that behind us, it is important for the District to come up with a policy on how to maintain the drainage system. He said his opinion was if it was a drainage system, the CDD would maintain it, which meant road drainage to lake system drainage. He said they could not maintain parts of the system and expect it to function properly in a storm event.

Mr. Ward suggested the Board also consider maintaining only to control elevation, except around the recreational lakes. Residents would be responsible for anything above control level.

Mr. Refkin asked if he meant their neighborhoods, and Mr. Ward responded yes, the homeowners.

He continued the District would maintain to control elevation and deal with shelf planting programs as necessary. He said around the recreational lakes, they could go a little further up the line because of the core jurisdictional issues which had arisen as a result of the Alico litigation. He said internal to the community, as long as the homeowner was complying with Lee County codes to get permits to do what they wanted to do, they could do it. He said the homeowners and HOA would deal with any problems. He added the hard part of this was there was not consistency in who owned what in the internal drainage system. He said he was willing to overlook the issue and maintain the system correctly.

Dr. Herring suggested a map which described the drainage system be made and whether or not the CDD owned it.

Mr. Ward said a couple things were needed. In addition to a map, access to certain areas was needed. He said possibly the HOA could help with that, so the District could affectively maintain the drainage system on a long term, consistent basis.

Mr. Refkin asked Mr. Bernard about the ongoing program, which was started a number of years ago, where every three years all the communities were cycled through. He asked what the increase would be with adding the new drainage system areas.

Mr. Bernard responded it would be tripled.

Mr. Refkin commented many residents were confused as to what they owned and the District owned.

Mr. Ward said he understood this confusion because it was inconsistent. He said if the District put some consistency to what was done, it would help.

Mr. Ward continued the next step was to figure out the logistics in terms of engineering and legalities and then the budget, which would not be a large amount.

It was commented that over time, there would be savings.

Mr. Bernard stated the District would be in violation of the permit from the Army Corps of Engineers of Southwest Florida Water Management District if the slopes were not correctly maintained by the HOA because the permits were in the CDD's name.

It was suggested should a neighborhood not comply, the CDD could bill the neighborhood.

Mr. Ballinger commented he did not think that had ever been done before by the CDD.

Mr. Ward responded it had not, and what he wanted to do was put some consistency around what was done. He said if they had to maintain above control, this would be fine. He said the District would assess the individuals who caused the problem, and they would pay for it in that way. He said at least a fixed rule would be in place regarding this situation.

Dr. Herring asked if this could legally be done.

Mr. Urbancic responded affirmatively, but the CDD needed to be sure they did not own above control.

It was commented the control line was staked when shoreline work was being done.

Mr. Ballinger asked if this was in line with the Directive from Southwest Florida Water Management. The response was affirmative, and it was added as long as the issue was fixed, Water Management did not care how it was done.

Mr. Ballinger also asked how this maintenance by the homeowner could be enforced.

Mr. Ward said he would do an assessment of each home.

Dr. Herring asked what the Board would need to do.

Mr. Ward responded if the Board agreed, he would start to put the procedures in place to handle the agreement.

It was suggested a reserve was still necessary in case of a disaster. Mr. Ward agreed but suggested waiting a year to do so.

Mr. Ballinger asked what was being done, in view of what was decided today, as regards the number of units and how would that affect the budget.

Mr. Byal said he had done a slight reduction. He said Track D which was a parcel of land across the street from University Village did not make sense anymore, and they should not be paying for units there. He said there were 114 units assigned to Mirasol, and he did not think anyone wanted to see that many units built there. So, he stated the developer wanted to reduce the number.

Mr. Ballinger asked how many units that would total, and the response was approximately 124.

Mr. Byal said the developer had not addressed the bigger number which was all of the assumed units which could happen on the balance of Costa Maggiore, which would most likely not happen.

Mr. Byal continued those were the two parcels it was agreed clearly did not make sense to have the number of units assessed, 83 units on Track D and the balance of Costa Maggiore.

Mr. Ward instructed the Board understood on undeveloped property, the tax was levied on a per acre basis not per unit. So when the units were reduced, the number was spread over all remaining undeveloped property. As the developer develops, then a unit assessment was done as the property was platted. Mr. Ward said this gave the developer the flexibility of putting the assessment out there when needed on the parcel, but gave the District the assurance it would be paid the debt service necessary on an overall basis for the year.

Mr. Ballinger asked if this would affect this year's budget.

Mr. Ward responded it would reduce the General Fund by 124, and he added based on his calculations with changes made today, it would be in the 330 range for an assessment for next year, which would not make much difference.

Mr. Ward added negotiations to eliminate the MSBU were in progress, which would eliminate \$50,000 from the budget.

Mr. Byal gave an update on MSBU saying the County would be preparing a proposed agreement, and when he received it, he would give it to Mr. Urbancic.

Mr. Ward called for further discussion, and there was none.

### **3. Staff Reports**

#### **a) District Attorney**

Mr. Urbancic stated he would be bringing some information regarding cleaning up shoreline to the next meeting. He said he was working with the Developer on this.

- b) District Engineer - No report.
- c) Asset Manager – No report.
- d) District Manager - No report.

#### 4. Supervisor's Requests and Audience Comment

Mr. Ward called for comments from the Board and the audience.

A question was asked if there was anything in the budget for dredging, and Mr. Ward responded there was not. An example was given of certain areas within the lakes which were impassable as boats were hitting the bottom. He asked if this could be addressed.

Mr. Refkin stated there had been a dredge out in the lake about two years ago, and as he recalled, it was a definite problem. It was stated rock could not be dredged, and the lake entrance had been excavated down to rock. It was mentioned the lake had gotten lower. A discussion ensued of how and if the rock could be removed.

An audience member asked Mr. Bernard about his statement that residents were responsible for above control and how this would impact the three year erosion program that was in place.

Mr. Bernard responded he could not tell until the program was in place. She asked when would he know and if that would change what maintenance was done.

The Board discussed what the consequences might be, and changes to this rotation were pointed out.

Mr. Refkin summarized the discussion by stating once Mr. Bernard developed a new plan to reflect the changes, then her question would be better answered as to whether each community would receive the same maintenance.

#### 5. Adjournment

Mr. Ward asked for a motion to adjourn.

**Motion was made by Mr. Refkin and seconded by Mr. Ballinger to adjourn the meeting, and with all in favor, the motion was approved.**

The meeting was adjourned about 3:12 p.m.

Miromar Lakes Community Development District

---

James P. Ward, Secretary

---

Dr. David Herring, Chairman

**RESOLUTION 2018-5**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MIROMAR LAKES  
COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ELECTRONIC RECORDS  
POLICY AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE  
DATE.**

**WHEREAS**, the Miromar Lakes Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, the Secretary of the District is the District’s records custodian; and

**WHEREAS**, the District maintains an active and continuing program for the economical and efficient management of records and provides for the appointment of a records management liaison officer as required by Section 257.36(5), *Florida Statutes*; and

**WHEREAS**, the District previously adopted Resolution 2010-02 and thereby appointed the Secretary of the District as the records management liaison officer and both Resolution 2008-02 and 2010-02 adopted a records retention policy; and

**WHEREAS**, Rule 1B-26.003, *Florida Administrative Code*, allows the District’s records custodian to designate an electronic copy of an original paper record as the record (master) copy and designate the original paper copy as a duplicate; and

**WHEREAS**, the District desires to authorize the District’s records custodian to adopt an electronic records policy as described more fully in **Exhibit A (“Electronic Records Policy”)**, as such policy may be amended from time to time, for creating electronic copies of original paper records, designating such electronic copies as the record (master) copy, designating such original paper copies as duplicates and destroying, or otherwise disposing of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost; and

**WHEREAS**, consistent with Rule 1B-26.003, *Florida Administrative Code*, the District has undertaken a cost benefit analysis to determine that the adoption of the Electronic Records Policy would be cost-effective by, among other things, obviating the need to store paper records; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) finds that it is in the best interests of the District, and most cost-effective, to adopt by resolution the Electronic Records Policy for immediate use and application;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT:**

**1. RECITALS.** The foregoing recitals are true and correct and incorporated herein as findings of the District’s Board of Supervisors.

**2. ADOPTION OF ELECTRONIC RECORDS POLICY.** The District hereby authorizes the District’s records custodian to implement the Electronic Records Policy substantially in the form of **Exhibit A** attached hereto and by reference incorporated herein.

**3. SEVERABILITY.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**4. CONFLICTS.** Upon its passage, this resolution is intended to supplement the District's prior rules and policies regarding records management, including but not limited to Resolutions 2008-02 and 2010-02 referenced above, and, accordingly, all such prior rules and policies remain in full force and effect, except to the extent modified by this resolution.

**5. EFFECTIVE DATE.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of June, 2018.

ATTEST:

**MIROMAR LAKESCOMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
David Herring, Chairman

**Exhibit A:** Electronic Records Policy

**ELECTRONIC RECORDS POLICY FOR  
THE MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

**1. PURPOSE OF ELECTRONIC RECORDS POLICY.** The purpose of this Electronic Records Policy (“Policy”) is to create a more efficient and cost effective means for retaining and managing District records by authorizing the District to designate electronic copies of original paper records as record, “master” copies, and to dispose of the duplicate original paper records.

**2. DESIGNATION OF ELECTRONIC COPIES AS MASTER COPIES.** It is the policy of the District to retain and manage records in accordance with, and pursuant to, Rule 1B-26.003, *Florida Administrative Code*, and, more specifically, to: (i) create electronic copies of original paper records, (ii) designate all such electronic copies as the record (master) copies; and (iii) destroy, or otherwise dispose of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost. The District records custodian in his or her sole discretion may select which original paper records, if any, shall be subject to the implementation of this Policy.

All District Supervisors, officers, managers, staff, employees, and other personnel and contractors (where applicable) shall manage, protect, and maintain all records in accordance with the applicable retention schedule approved by the Division of Library and Information Services, the District’s applicable records retention rules and policies, Rule 1B-26.003, *Florida Administrative Code*, a copy of which is attached hereto, and this Policy.

**3. DISTRICT DUTIES AND RESPONSIBILITIES.** The District and the District’s record custodian shall develop and implement this Policy, all in compliance with Rule 1B-26.003(6), *Florida Administrative Code*, the terms of which are incorporated herein. Among other things, the District shall ensure that all records are included within records retention schedules, integrate the management of electronic records with other records and information resources management programs, incorporate electronic records management objectives, responsibilities, and authorities in pertinent District directives, establish procedures for addressing records management requirements, provide training as appropriate, etc.

**4. PUBLIC RECORDS.** The District shall ensure that the electronic recordkeeping systems meet all requirements for public access to records in accordance with Chapter 119, *Florida Statutes*. Toward that end, the District shall provide copies of electronic records to any person making a public records request, shall ensure that all District contracts do not impair the right of the public to access District records, shall maintain the confidentiality of records exempt from disclosure, and otherwise shall satisfy the requirements of Chapter 119, *Florida Statutes*, and Rule 1B-26.003(6)(g), *Florida Administrative Code*, the terms of which are incorporated herein.

**5. DOCUMENTATION STANDARDS.** The District shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system in compliance with Rule 1B-26.003(7), *Florida Administrative Code*, the terms of which are incorporated herein. Among other things, and without intending to limit the requirements of Rule 1B-26.003(7), *Florida Administrative Code*, the documentation shall include a narrative description of the system, the physical and technical characteristics of the system, and any other technical information needed to read or process the records.

**6. CREATION AND USE OF ELECTRONIC RECORDS.** The District shall comply with Rule 1B-26.003(8), *Florida Administrative Code*, the terms of which are incorporated herein, with respect to the creation and use of electronic records. Among other things, the District shall provide a method for authorized users to retrieve desired records, shall provide an appropriate level of security in order to maintain the integrity of the records, shall identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media, and shall provide for the disposition of the records, including, when appropriate, transfer to the Florida State Archives. Before a record (master) copy is created on an electronic recordkeeping system, the record

shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system.

**7. LEGAL AUTHENTICATION.** Pursuant to Rule 1B-26.003(9), *Florida Administrative Code*, the terms of which are incorporated herein, the District shall implement the following procedures to enhance the legal admissibility of electronic records:

- a. Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.
- b. Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.
- c. Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of Library and Information Services.

**8. SELECTION OF ELECTRONIC RECORDS STORAGE MEDIA.** The District shall select appropriate media and systems for the storage of electronic records throughout their life cycle pursuant to Rule 1B-26.003(10), *Florida Administrative Code*, the terms of which are incorporated herein. Among other things, such media and systems shall permit easy and accurate retrieval, shall retain the records in a usable format, and shall meet the standards, and be selected based on the factors, set forth in Rule 1B-26.003(10), *Florida Administrative Code*.

**9. MAINTENANCE OF ELECTRONIC RECORDS.** The District shall maintain electronic records in a manner consistent with the standards set forth in Rule 1B-26.003(11), *Florida Administrative Code*, the terms of which are incorporated herein.

**10. RETENTION OF ELECTRONIC RECORDS.** The District shall ensure that all electronic records are retained and accessible for as long as required by law and pursuant to Rule 1B-26.003(12), *Florida Administrative Code*, the terms of which are incorporated herein. Specifically, the District records custodian shall schedule the retention and disposition of all electronic documents, shall establish a process for recopying, reformatting and other necessary maintenance to ensure the retention and usability of electronic records throughout their authorized life cycle, and shall transfer a copy of the electronic records to the Florida State Archives at the time specified in the record retention schedule, if applicable.

**11. DESTRUCTION OF ELECTRONIC RECORDS.** The District shall destroy electronic records only in a manner consistent with the standards set forth in Rule 1B-26.003(13), *Florida Administrative Code*, the terms of which are incorporated herein. At a minimum, the District shall destroy electronic records in a manner such that any confidential or exempt information cannot practicably be read or reconstructed, and shall ensure that recording media previously used for electronic records containing confidential or exempt information are not reused if the previously recorded information can be comprised in any way by reuse.

**ule 1B-26.003, Florida Administrative Code**

**1B-26.003 Electronic Recordkeeping.**

(1) Purpose. These rules provide standards for record (master) copies of public records which reside in electronic recordkeeping systems. Recordkeeping requirements must be incorporated in the system design and implementation of new systems and enhancements to existing systems. Public records are those as defined by section 119.011(11), F.S.

(2) Authority. The authority for the establishment of this rule is sections 257.14 and 257.36(1) and (6), F.S.

(3) Scope.

(a)1. These rules are applicable to all agencies as defined by section 119.011(2), F.S.

2. These rules establish minimum requirements for the creation, utilization, maintenance, retention, preservation, storage and disposition of electronic record (master) copies, regardless of the media.

3. Electronic records include numeric, graphic, audio, video, and textual information which is recorded or transmitted in analog or digital form.

4. These rules apply to all electronic recordkeeping systems, including, but not limited to, microcomputers, minicomputers, main-frame computers, and image recording systems (regardless of storage media) in network or stand-alone configurations.

(b) Before existing records are committed to an electronic recordkeeping system, the agency shall conduct a cost benefit analysis to insure that the project or system contemplated is cost effective.

(4) Intent. Electronic recordkeeping systems in use at the effective date of this rule, that are not in compliance with the requirements of this rule, may be used until the systems are replaced or upgraded. New and upgraded electronic recordkeeping systems created after the effective date of this rule shall comply with the requirements contained herein. The Department is aware that it may not be possible to implement this rule in its entirety immediately upon its enactment, and it is not the intent by this rule to disrupt existing recordkeeping practices provided that agencies make no further disposition of public records without approval of the Division of Library and Information Services of the Department of State.

(5) Definitions. For the purpose of these rules:

(a) "ASCII" means the American Standard Code for Information Interchange, a 7-bit coded character set for information interchange which was formerly ANSI (American National Standards Institute) Standard X3.4 and has since been incorporated into the Unicode standard as the first 128 Unicode characters.

(b) "Database" means an organized collection of automated information.

(c) "Database management system" means a set of software programs that controls the organization, storage and retrieval of data (fields, records and files) in a database. It also controls the security and integrity of the database.

(d) "Digital signature" means a type of electronic signature (any letters, characters, or symbols executed with an intent to authenticate) that can be used to authenticate the identity of the sender of a message or the signer of a document and to ensure that the original content of the message or document that has been sent is unchanged. Digital signatures can be created through hashing algorithms.

(e) "Electronic record" means any information that is recorded in machine readable form.

(f) "Electronic recordkeeping system" means an automated information system for the organized collection, processing, transmission, and dissemination of information in accordance with defined procedures.

(g) "Hashing algorithm" (hash function, checksum) means a formula or procedure for checking that electronically transmitted messages or documents have not been altered by transforming a string of characters into a usually shorter fixed-length "hash value" or key that represents the original string. The receiver of the message can execute the same hashing algorithm as the sender and compare the resulting hash values; any difference in the hash values indicates an alteration of the message or document sent. Hashing algorithms can be used to create digital signatures.

(h) "System design" means the design of the nature and content of input, files, procedures, and output and

their interrelationships.

(i) "Permanent or long-term records" means any public records as defined by section 119.011(11), F.S., which have an established retention period of more than 10 years.

(j) "Record (master) copy" means public records specifically designated by the custodian as the official record.

(k) "Geographic information system" means a computer system for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface.

(l) "Open format" means a data format that is defined in complete detail, allows transformation of the data to other formats without loss of information, and is open and available to the public free of legal restrictions on use. An open format may be either standards-based or proprietary.

(m) "Unicode" means the universal character encoding standard maintained by the Unicode Consortium, providing the basis for processing, storage, and interchange of text data in any language in all modern software and information technology protocols.

(6) Agency duties and responsibilities. Each agency shall:

(a) Develop and implement a program for the management of electronic records.

(b) Ensure that all records are included within records retention schedules, either by being included within an applicable General Records Schedule, or by developing and obtaining approval for an individual agency-specific records retention schedule in accordance with Rule 1B-24.003, F.A.C., Records Retention Scheduling and Dispositioning.

(c) Integrate the management of electronic records with other records and information resources management programs of the agency.

(d) Incorporate electronic records management objectives, responsibilities, and authorities in pertinent agency directives, or rules, as applicable.

(e) Establish procedures for addressing records management requirements, including recordkeeping requirements and disposition, before approving, recommending, adopting, or implementing new electronic recordkeeping systems or enhancements to existing systems.

(f) Provide training for users of electronic recordkeeping systems in the operation, care, and handling of the equipment, software, and media used in the system.

(g) Ensure that agency electronic recordkeeping systems meet state requirements for public access to records in accordance with chapter 119, F.S.

1. Standard. Each agency which maintains public records in an electronic recordkeeping system shall provide, to any person making a public records request pursuant to chapter 119, F.S., a copy of any data in such records which is not exempt from disclosure by statute. Said copy shall be on paper, disk, tape, optical disk, or any other electronic storage device or media requested by the person, if the agency currently maintains the record in that form, or as otherwise required by chapter 119, F.S. Except as otherwise provided by state statute, the cost for providing a copy of such data shall be in accordance with the provisions of sections 119.07(4), F.S.

2. Standard. Except as otherwise provided by law, no agency shall enter into a contract with, or otherwise obligate itself to, any person or entity for electronic recordkeeping hardware, software, systems, or services if such contract or obligation impairs the right of the public under state law to inspect or copy the agency's nonexempt public records, or impairs the agency's ability to retain the records in accordance with established records retention schedules.

3. Standard. In providing access to electronic records, agencies shall ensure that procedures and controls are in place to maintain confidentiality for information which is exempt from public disclosure.

(7) Documentation standards.

Standard. Agencies shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system to specify characteristics necessary for reading or processing the records. Documentation for electronic records systems shall be maintained in electronic or printed form as necessary to ensure access to the records. The minimum documentation required is:

(a) A narrative description of the system, including all inputs and outputs of the system; the organization and contents of the files and records; policies on access and use; security controls; purpose and function of the system;

update cycles or conditions and rules for adding information to the system, changing information in it, or deleting information; and the location and media in which electronic records are maintained and their retention requirements to ensure appropriate disposition of records in accordance with Chapter 1B-24, F.A.C.

(b) The physical and technical characteristics of the records, including a record layout or markup language that describes each file or field including its name, size, starting or relative position, and description of the form of the data (such as alphabetic, decimal, or numeric), or a data dictionary or the equivalent information associated with a database management system including a description of the relationship between data elements in databases;

(c) For information coming from geographic information systems, the physical and technical characteristics of the records must be described including a data dictionary, a quality and accuracy report and a description of the graphic data structure, such as recommended by the federal Spatial Data Transfer Standards; and,

(d) Any other technical information needed to read or process the records.

(8) Creation and use of electronic records. Electronic recordkeeping systems that maintain record (master) copies of public records on electronic media shall meet the following minimum requirements:

(a)1. Provide a method for all authorized users of the system to retrieve desired records;

2. Provide an appropriate level of security to ensure the integrity of the records, in accordance with the requirements of chapter 282, F.S. Security controls should include, at a minimum, physical and logical access controls, backup and recovery procedures, and training for custodians and users. Automated methods for integrity checking should be incorporated in all systems that generate and use official file copies of records. Hashing algorithms and digital signatures should be considered for all official file copies of electronic records. The use of automated integrity controls, such as hashing algorithms and digital signatures, can reduce the need for other security controls. Hashing algorithms used to protect the integrity of official file copies of records should meet the requirements of US Federal Information Processing Standard Publication 180-2 (FIPS-PUB 180-2) (August 1, 2002) entitled "Secure Hash Standard," (or "Secure Hash Signature Standard") which is hereby incorporated by reference, and made a part of this rule. This publication is available from the National Technical Information Service (NTIS), 5285 Port Royal Road, U.S. Department of Commerce, Springfield, VA 22161, and at the Internet Uniform Resource Locator: <http://csrc.nist.gov/publications/fips/fips180-2/fips180-2.pdf>. Agencies utilizing hashing algorithms shall only use validated implementations of hashing algorithms.

3. Identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media between agency electronic recordkeeping systems using different software/operating systems and the conversion or migration of records on electronic media from one system to another. For text records in the absence of other conversion capabilities, the word processing or text creation system should be able to import and export files in the ASCII or Unicode format as prescribed by the Unicode 5.0 Standard (or successor Unicode Standard), which is hereby incorporated by reference, and made a part of this rule. This publication is available from the Unicode Consortium, P.O. Box 391476, Mountain View, CA 94039-1476, and at the Internet Uniform Resource Locator: <http://www.unicode.org/book/bookform.html>; and

4. Provide for the disposition of the records including, when appropriate, transfer to the Florida State Archives.

(b) Standard. Before a record (master) copy is (b) created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system. Agencies shall ensure that records maintained in such systems can be correlated with any existing related records on paper, microfilm, or other media.

(9) Legal authentication. Agencies shall implement the following procedures to enhance the legal admissibility of electronic records:

(a) Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.

(b) Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.

(c) Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the

Division of Library and Information Services.

(d) State agencies shall, and other agencies are encouraged to, establish and maintain integrity controls for record (master) copies of electronic records in accordance with the requirements of chapter 282, F.S.

(10) Selection of electronic records storage media. For storing record (master) copies of electronic public records throughout their life cycle, agencies shall select appropriate media and systems which meet the following requirements:

(a) Permit easy and accurate retrieval in a timely fashion;

(b) Retain the records in a usable format until their authorized disposition and, when appropriate, meet the requirements necessary for transfer to the Florida State Archives.

(c) Standard. Agencies shall not use floppy disks, audio cassettes, or VHS-format video cassettes for the storage of record (master) copies of permanent or long-term records. Permanent or long-term records on magnetic tape shall be stored on polyester-based media. Agencies shall use only previously unrecorded audio or video tape for record (master) copies of permanent or long-term audio or video recordings.

(d) Standard. A scanning density with a minimum of 300 dots per inch is required for scanned images created by the agency from hard copy permanent or long-term records.

(e) Standard. Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

(f) The following factors are to be considered before selecting a storage media or converting from one media to another:

1. The authorized retention of the records as determined during the scheduling process;
2. The maintenance necessary to retain the records;
3. The cost of storing and retrieving the records;
4. The access time to retrieve stored records;
5. The portability of the medium (that is, selecting a medium that can be read by equipment offered by multiple manufacturers); and,
6. The ability to transfer the information from one medium to another, such as from optical disk to magnetic tape.

(11) Maintenance of electronic records.

(a) Standard. Agencies shall back up electronic records on a regular basis to safeguard against the loss of information due to equipment malfunctions, human error, or other disaster. Agencies shall maintain backup electronic recording media created for disaster recovery purposes, and all preservation duplicates of permanent or long-term records, in an off-site storage facility, with constant temperature (below 68 degrees Fahrenheit) and relative humidity (20 to 30 percent) controls. Storage and handling of permanent or long-term records on magnetic tape shall conform to the standards contained in Standard AES22-1997 (r2003) "AES recommended practice for audio preservation and restoration – Storage and handling – Storage of polyester-base magnetic tape" (published 1997, reaffirmed 2003) which is hereby incorporated by reference and made a part of this rule. This publication is available from the Audio Engineering Society, Incorporated, 60 East 42nd Street, Room 2520, New York, New York 10165-2520, and at the Internet Uniform Resource Locator: <http://www.aes.org/publications/standards/search.cfm>. If an agency cannot practicably maintain backups and preservation duplicates as required in this section, the agency shall document the reasons why it cannot do so. Other electronic records media should be stored in a cool, dry, dark environment when possible (maximum temperature 73 degrees Fahrenheit, relative humidity 20-50 percent).

(b) Standard. Agencies shall annually read a statistical sample of all electronic media containing permanent or long-term records to identify any loss of information and to discover and correct the cause of data loss.

(c) Standard. Agencies shall test all permanent or long-term electronic records at least every 10 years and verify that the media are free of permanent errors. More frequent testing (e.g. at least every 5 years) is highly recommended.

(d) Standard. Agencies shall only rewind tapes immediately before use to restore proper tension. When tapes

with extreme cases of degradation are discovered, they should be rewound to avoid more permanent damage and copied to new media as soon as possible. Tapes shall be played continuously from end to end to ensure even packing. Tapes shall be stored so that the tape is all on one reel or hub.

(e) Standard. Agencies shall prohibit smoking, eating, and drinking in areas where electronic records are created, stored, used, or tested.

(f) Standard. External labels (or the equivalent automated management system) for electronic recording media used to store permanent or long term records shall provide unique identification for each storage media, including:

1. The name of the organizational unit responsible for the data;
2. System title, including the version number of the application;
3. Special security requirements or restrictions on access, if any; and,
4. Software in use at the time of creation.

(g) Standard. For all media used to store permanent or long-term electronic records, agencies shall maintain human readable information specifying recording methods, formats, languages, dependencies, and schema sufficient to ensure continued access to, and intellectual control over, the records. Additionally, the following information shall be maintained for each media used to store permanent or long-term electronic records:

1. File title;
2. Dates of creation;
3. Dates of coverage; and,
4. Character code/software dependency.

(h) Standard. Electronic records shall not be stored closer than 2 meters (about 6 feet, 7 inches) from sources of magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools.

(i) Standard. Electronic records on magnetic tape or disk shall not be stored in metal containers unless the metal is non-magnetic. Storage containers shall be resistant to impact, dust intrusion and moisture. Compact disks shall be stored in hard cases, and not in cardboard, paper or flimsy sleeves.

(j) Standard. Agencies shall ensure that record (master) copies of electronic records are maintained by personnel properly trained in the use and handling of the records and associated equipment.

(k) Agencies shall establish and adopt procedures for external labeling of the contents of diskettes, disks, tapes, or optical disks so that all authorized users can identify and retrieve the stored information.

(l) Agencies shall convert storage media to provide compatibility with the agency's current hardware and software to ensure that information is not lost due to changing technology or deterioration of storage media. Before conversion of information to different media, agencies must determine that authorized disposition of the electronic records can be implemented after conversion. Permanent or long-term electronic records stored on magnetic tape shall be transferred to new media as needed to prevent loss of information due to changing technology or deterioration of storage media.

(12) Retention of electronic records. Each agency is responsible for ensuring the continued accessibility and readability of public records throughout the entire life cycle regardless of the format or media in which the records are maintained.

Agencies shall establish policies and procedures to ensure that electronic records and their documentation are retained and accessible as long as needed. These procedures shall include provisions for:

(a) Standard. Scheduling the retention and disposition of all electronic records, as well as related access documentation and indexes, in accordance with the provisions of Chapter 1B-24, F.A.C.

(b) Standard. Establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of the electronic records throughout their authorized life cycle.

(c) Standard. Transferring a copy of the electronic records and any related documentation and indexes to the Florida State Archives at the time specified in the records retention schedule, if applicable. Transfer may take place at an earlier date if convenient for both the agency and the Archives.

(13) Destruction of electronic records. Electronic records may be destroyed only in accordance with the

provisions of Chapter 1B-24, F.A.C. At a minimum each agency shall ensure that:

(a) Electronic records scheduled for destruction are disposed of in a manner that ensures that any information that is confidential or exempt from disclosure, including proprietary or security information, cannot practicably be read or reconstructed; and,

(b) Recording media previously used for electronic records containing information that is confidential or exempt from disclosure, including proprietary or security information are not reused if the previously recorded information can be compromised in any way by reuse.

*Rulemaking Authority 257.14, 257.36(1), 257.36(6) FS. Law Implemented 257.36(1)(a) FS. History–New 8-16-92, Amended 5-13-03, 5-21-08.*

## FACILITIES MAINTENANCE AGREEMENT

THIS FACILITIES MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 between **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("District") and **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association"). The District and the Association are sometimes collectively referred to as the "Parties".

### BACKGROUND INFORMATION

A. The Association is a private not-for-profit corporation formed pursuant to Chapters 617 and 720, Florida Statutes to serve as an association of the homeowners within the District and to manage private common areas and amenities.

B. The District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissioners of Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida. The District has the authority to, among other things, plan, finance, construct, operate, and maintain certain community infrastructure, including, but not limited to, stormwater management improvements; roadways; entrance, landscape and irrigation improvements; water and sewer improvements; and wetland mitigation within or outside of the boundaries of the District.

C. The District desires to contract with the Association to maintain, repair and replace the landscaping on certain property owned or controlled by the District (collectively, "Landscaping"). The locations of the District property upon which the Landscaping is located are graphically depicted on Exhibit "A" attached and made a part of this Agreement by reference ("District Property"). The District Property will also include that certain median on Ben Hill Griffin Parkway maintained by the District pursuant to that certain Landscape Installation and Maintenance Agreement between the District and Lee County dated September 4, 2008, a copy of which is attached as Exhibit "B" and incorporated by reference ("Interlocal Agreement").

D. The Association is responsible for maintaining the landscaping on the Association common areas in Miromar Lakes, which are either contiguous or in close proximity to the District Property. The members of the Association are the direct beneficiaries of the Landscaping on the District Property. Further, the Association is uniquely positioned and qualified to maintain, repair, and replace the Landscaping on the District Property.

E. The Association agrees to undertake the responsibility for the Landscaping on the District Property on the terms and conditions set forth in this Agreement.

F. The District and the Association agree that having the Association undertake the Landscaping is in the best interests of the District and the property owners of the District. It is expected that having the Association undertake such Landscaping will provide for easier administration, potential cost savings, and anticipated efficiencies in operation and maintenance.

**THEREFORE**, the Parties agree as follows:

1. **Background Information.** The Background Information set forth above is incorporated by reference and made a material and dispositive part of this Agreement.

2. **Finding.** The District and the Association agree that having the Association undertake the landscaping responsibilities relating to the District Property is in the best interest of the District and the property owners of Miromar Lakes.

3. **Maintenance of Landscaping.** The Association agrees to be responsible during the term of this Agreement, at the Association's sole cost and expense, for maintaining, repairing, replacing the Landscaping which may be now or in the future located on the District Property, including any irrigation lines servicing the Landscaping. The Landscaping must be kept by the Association in good, neat and attractive condition and repair. All such action by the Association will be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and the rules, policies, practices and procedures of the District. In carrying out the maintenance, repair and replacement of the Landscaping in the median of Ben Hill Griffin Parkway pursuant to the Interlocal Agreement, the Association agrees to comply with the terms and conditions imposed upon the District pursuant to the Interlocal Agreement. The Association understands and agrees that the Association will be required to budget for, fund, and complete maintenance, repair, and replacement of the Landscaping and its component parts. During the term of this Agreement, the Association will have a non-exclusive license to enter upon the District Property to the extent reasonably necessary to carry out the Association's obligations under this Agreement. Notwithstanding the foregoing, if any property of the District is damaged a result of any activity of the Association pursuant to this Agreement, the Association will be responsible, at the Association's sole cost and expense, to promptly repair any damaged property or landscaping to the extent necessary to restore the property to its condition prior to the damage.

4. **Representative.** The District will designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative will have the authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Association's services. The District initially designates the District's Manager or his authorized designee to act as the District's representative. The Association agrees to meet with the District's representative, as designated by the District Manager, as is reasonably necessary to evaluate the Landscaping and discuss conditions, schedules, and items of concern regarding this Agreement.

5. **Modifications to the Landscaping.** The District reserves the right to modify or enhance the Landscaping from time to time in its discretion. Prior to any material modification or enhancement, the District must provide 30 days advanced written notice to the Association. The Association may terminate this Agreement during the 30 day District notice period by giving 30 days advance written notice terminating the Agreement. The Association will also have the right to modify or enhance the Landscaping consistent with the terms of this Agreement; provided, however, that the Association may not make any material modification to the Landscaping (including, without limitation, removal or replacement) without the prior written consent of the District, which consent will not be unreasonable withheld.

6. **Inspections by the Association.** The Association will perform regular on-site inspections of the Landscaping to determine their condition as well as perform the maintenance of such Landscaping as outlined in this Agreement. Based upon such inspections, the Association will be required to perform additional maintenance, repair and replacement of the Landscaping as necessary consistent with the obligations set forth under Section 2. The Association will make a representative available to provide reporting on the Landscaping at a regular meeting of the District's Board upon request of the District Manager.

7. **Term/Renewal.** The initial term of this Agreement will commence on January 1, 2019 and will run through September 30, 2019, unless terminated prior to that time by either party pursuant to a provision of this Agreement. Thereafter, this Agreement will automatically renew for additional one (1) year periods (October 1<sup>st</sup> through September 30<sup>th</sup> of the next year) unless terminated by either party as provided for herein. The District may terminate this Agreement for any or no reason upon ninety (90) days written notice to the Association. Except as provided in section 5 above, the Association may terminate this Agreement on September 30<sup>th</sup> of a calendar year provided the Association provides the District written notice of termination no later than May 30<sup>th</sup> of that year. If written notice of termination is provided by the Association after May 30<sup>th</sup>, then the effective date of termination will be September 30<sup>th</sup> of the following calendar year.

8. **Independent Contractor.** In all matters relating to this Agreement, the Association will be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association will not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association will have no authority to represent the District as an agent, employee, or in any other capacity.

9. **Defend, Hold Harmless and Pay.** The Association will defend and hold the District and its Board members, officers, agents, staff and employees harmless against and pay for all liability, claims, actions, suits or demands by any person, corporation or other entity for

injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors, or subcontractors including litigation or any appellate proceedings with respect to such litigation. District requires any contractor or subcontractor performing any of the maintenance, repair or replacement of the Landscaping contemplated under this Agreement to enter into a written agreement with the Association to defend and hold the District and its officers, agents, staff and employees harmless against and pay for all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors or subcontractors, including litigation or any appellate proceedings with respect to such litigation. Obligations under this section include the payment of all settlements, judgments, damages, liquidated damages, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, reasonable attorneys' fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

10. **Insurance.** The Association will procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the Landscaping on the District Property. The Association will carry the following minimum levels of insurance:

a. Comprehensive general liability insurance coverage of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.

b. Worker's compensation insurance coverage insurance shall be in full compliance with Florida statutory requirements.

c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its officers and supervisors will be named as an additional insured on all policies required (excluding worker's compensation). A certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective within thirty (30) days of prior written notice to the District. Insurance coverage will be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida. District requires any contractor or subcontractor performing any of the maintenance, repair or replacement of the Landscaping contemplated under this Agreement to enter into a written

agreement with the Association to procure and maintain, until the completion of the contractor's or subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the contractor or subcontractor are expressly modified or waived in writing by the District.

11. **Payment.** The District will pay the Association the amount of Ten Dollars (\$10.00) per year for providing the management and maintenance services described in this Agreement. The Association will not be entitled, for any reason, to reimbursement or refund from the District of any funds expended in the performance of the Association's obligations and responsibilities under this Agreement. The Association will be solely responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc., necessary to perform the Association's obligations and responsibilities set forth in this Agreement.

12. **Prevailing Party.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

13. **Public Records.** The Association understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, the Association agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. The Association acknowledges that the designated public records custodian for the District is James P. Ward ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association will 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, District will be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 NORTHEAST 12TH TERRACE, SUITE 1, OAKLAND PARK, FLORIDA 33334.**

14. **Waiver/Severability.** A waiver by either party of any provision of this Agreement will not act as a waiver of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration will not affect the remaining provisions of this Agreement.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

16. **Integration.** This Agreement embraced the entire Agreement between the parties. No oral Agreement or representation concerning this Agreement shall be binding.

17. **Governing Law/Venue.** This Agreement and the provisions contained in it will be construed, interpreted and controlled according to the laws of the State of Florida. Sole and exclusive venue for any dispute will be in a court of appropriate jurisdiction in Lee County, Florida.

18. **Sovereign Immunity.** The Association agrees that nothing contained in this Agreement will constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

19. **Assignment.** The obligations under this Agreement may not be assigned by the Association without the prior written specific consent of the District, which consent may be withheld in the District's sole and absolute discretion; provided, however, that the Association may contract with third party contractors to perform the work under this Agreement without the consent of the District.

20. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other parties pursuant to this Agreement will be effective and valid only if in writing, signed by the party giving notice and either (i) delivered personally to the other parties; (ii) sent by



be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties.

23. **Necessary Documents.** The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

24. **Electronic Signatures.** An electronic signature will be considered an original signature on this Agreement and any related documents or subparts and will have the same force and effect as a written signature unless prohibited by Florida law. Electronic signatures include, but are not limited to, facsimiles, electronic signatures, portable document format (PDF), and any other electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign the Agreement or any other document related to this Agreement.

25. **Plain Meaning.** Unless the context clearly and unambiguously requires otherwise, the term “will” means that the party so charged is required to take an action or is prohibited from taking an action depending on the context of the term or condition.

*(Remainder of Page Intentionally Left Blank. Signatures Appear on Next Page.)*

The parties have executed this Agreement as of the date first above written.

**DISTRICT:**

**MIROMAR LAKES COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Herring, Chairman

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

**ASSOCIATION:**

**MIROMAR LAKES MASTER  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

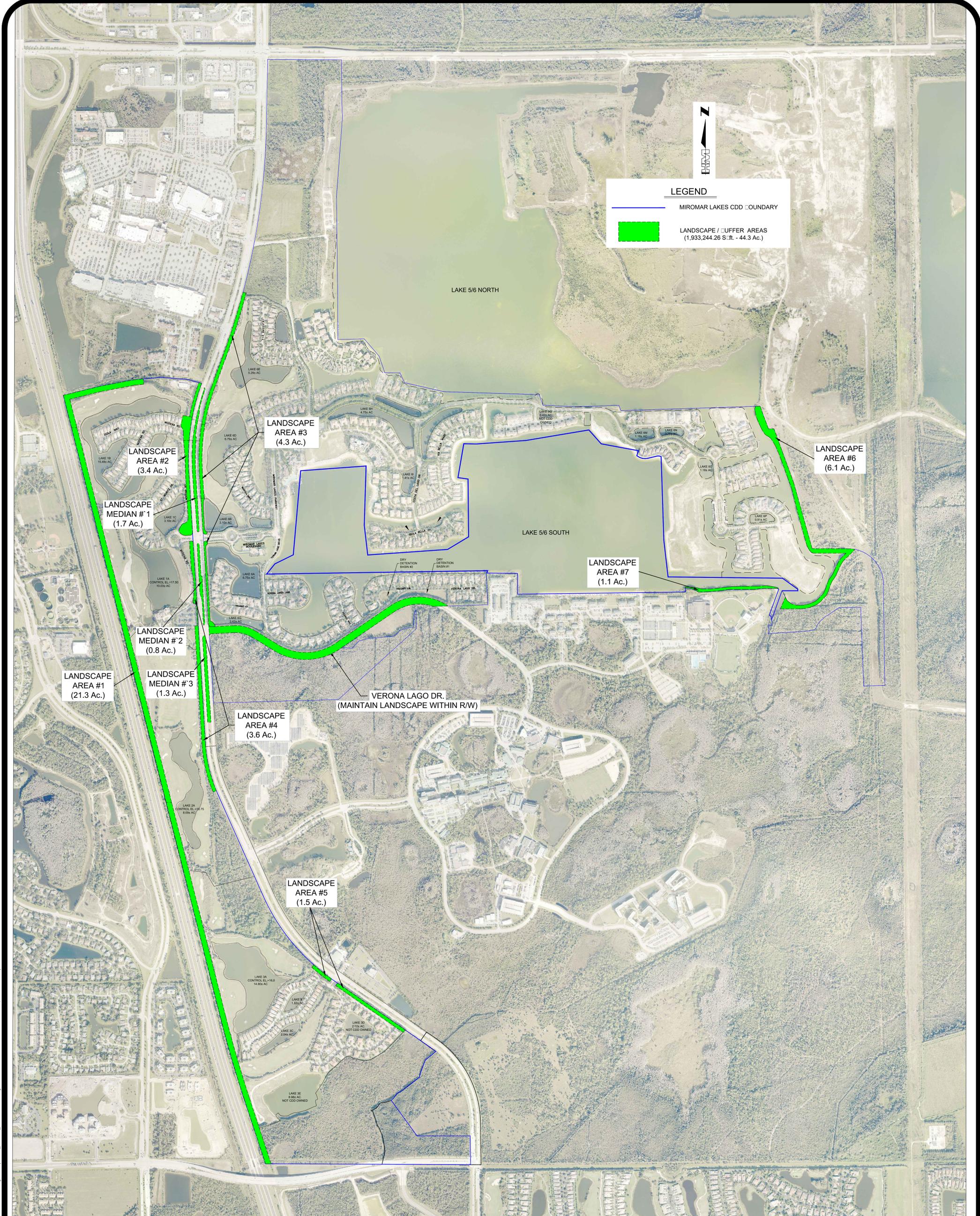
By: \_\_\_\_\_

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

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

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

**Exhibit "A"**  
**Berm and Median Landscape Areas**



**LEGEND**

- MIROMAR LAKES CDD BOUNDARY
- LANDSCAPE / BUFFER AREAS  
(1,933,244.26 S.F. - 44.3 Ac.)



LAKE 5/6 NORTH

LAKE 5/6 SOUTH

LANDSCAPE AREA #3  
(4.3 Ac.)

LANDSCAPE AREA #2  
(3.4 Ac.)

LANDSCAPE AREA #6  
(6.1 Ac.)

LANDSCAPE MEDIAN #1  
(1.7 Ac.)

LANDSCAPE AREA #7  
(1.1 Ac.)

LANDSCAPE MEDIAN #2  
(0.8 Ac.)

VERONA LAGO DR.  
(MAINTAIN LANDSCAPE WITHIN R/W)

LANDSCAPE AREA #1  
(21.3 Ac.)

LANDSCAPE MEDIAN #3  
(1.3 Ac.)

LANDSCAPE AREA #4  
(3.6 Ac.)

LANDSCAPE AREA #5  
(1.5 Ac.)



6200 Whiskey Creek Drive  
Fort Myers, FL. 33919  
Phone : (239) 985-1200  
Florida Certificate of  
Authorization No.1772

**MIROMAR LAKES - CDD  
LANDSCAPE BUFFER EXHIBIT**

H:\2003\20030223\DW\SP\MAD - Water Management\COLOR\_BUFFER\_EXHIBIT-2018.dwg T: LANDSCAPE\_BUFFER\_EXHIBIT.dwg Jun. 04. 2018 - 3:13pm

**Exhibit "B"**  
**Interlocal Agreement**

## LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT

**THIS LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT** is made and entered into this 4<sup>th</sup> day of September, 2008, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida ("County"), and MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established under the Laws of Florida, and its successors and assigns ("MLCDD").

### RECITALS

**WHEREAS**, MLCDD and County desire to enter into an Agreement regarding their respective duties and responsibilities for the installation and maintenance of the landscape improvements within a section of the median right-of-way on Ben Hill Griffin Parkway in Section 11, Township 46, Range 25, which runs from a point south of Alico Road at Station 946+00 and then south to Station 904+00, which median area is shown on Exhibit "A" attached hereto and incorporated by reference (the "Ben Hill Median"); and

**WHEREAS**, MLCDD desires to install and maintain landscaping in the Ben Hill Median in a manner which exceeds the currently provided landscaping by the University Overlay Landscaping O & M Special Improvement Unit; and

**WHEREAS**, MLCDD will be responsible, at its cost and expense, for the installation and maintenance of median landscaping improvements including, but not limited to, trees, shrubs, ground covers, turf grass, irrigation system, and any other plant material located within the Ben Hill Median, subject to the terms and conditions herein; and

**WHEREAS**, as a result of MLCDD's assumption of certain landscaping functions of the County hereunder, MLCDD and County desire to reduce the linear participation of MLCDD parcels from the University Overlay by Fiscal Year 2008-2009 and continuing thereafter during the term of this Agreement; and

**WHEREAS**, it is in the public's interest for County and MLCDD to enter into this Agreement; and

**WHEREAS**, MLCDD has agreed to modify the existing irrigation system for the Ben Hill Median including adding or repairing lines, valves, pumps, meters and all associated items to segregate the subject area from the remaining University Overlay Landscape Special Improvement Unit, and ensuring full integrity of the existing system; and

**WHEREAS**, MLCDD has agreed to modify existing South Florida Water Management District (SFWMD) Permit No. 36-03909-W for the existing site to operate and maintain wells/pumps No. 5 and 6.

**NOW, THEREFORE**, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, MLCDD and County hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated into the terms of this Agreement as if fully restated in this Paragraph 1.
2. MLCDD agrees to landscape and maintain the Ben Hill Median including the installation of plant materials and irrigation system within the Ben Hill Median in accordance with County standards, as described in the LeeScape Maintenance Matrix for Level Two – Enhanced (“Landscape Standard”). MLCDD may modify, add or remove landscaping from the Ben Hill Median, in its sole discretion, from time to time so long as any such modification is consistent with the Landscape Standard.
3. MLCDD shall modify the current SFWMD Permit No. 36-03909-W in order to operate and maintain the landscaping under this Agreement for County. The obligations of MLCDD shall include operating and maintaining wells/pumps No. 5 and 6.
4. Any landscape improvements in the Ben Hill Median shall be installed and/or maintained in cooperation with the Lee County Department of Transportation, and in accordance with the Lee County Roadway Landscape Master Plan “LeeScape”. MLCDD will be responsible for providing the minimum maintenance frequencies as indicated on the Maintenance Matrix – Level Two - Enhanced as described on Exhibit “B”, incorporated by reference. Lee County Department of Transportation will enforce the LeeScape guidelines, and reserves the right to reject any plant material for sub-standard quality, improper planting/pruning or maintenance practices, and unsound tree structure. Trees shall be pruned in a manner that will provide a structurally sound street tree, in order to minimize storm damage and tree/branch failure. Should MLCDD fail to provide the maintenance described herein, County shall provide notice to MLCDD in writing, specifying the nature of the deficiency. Within thirty (30) days following receipt of such notice, MLCDD, at its sole cost, shall cause the appropriate corrective action to be effected. If MLCDD fails to commence and diligently pursue and complete the required corrective action within said thirty (30) day period, County shall be permitted to perform appropriate corrective action to eliminate the deficiency specified in the written notice from County. All costs incurred by County in taking the corrective action shall be paid by MLCDD to County. Notwithstanding the foregoing, in the event damage to, or a failure to maintain, the Ben Hill Median results in an emergency situation which County reasonably

believes poses an immediate threat of damage or injury to person or property or poses a substantial risk of interference with essential services, County may take such corrective action and expend a reasonable amount of money to prevent or abate such damage or injury or to avoid or abate such interference provided that (i) County shall attempt to give MLCDD such prior notice as is practicable under the circumstances (which notice may be oral); and (ii) County shall take only such steps as are reasonably necessary in order to prevent such damage or injury or interference with essential services. All costs incurred by County in taking such corrective action shall be paid by MLCDD to County. Failure of MLCDD to pay to County any invoice for corrective action within thirty (30) days following receipt of the invoice from County shall constitute a material breach of this Agreement by MLCDD.

5. MLCDD agrees not to create or maintain obstructions or conditions which may be unreasonably dangerous to the public and which result from the performance of the installation and maintenance work hereunder on the Ben Hill Median.
6. To the extent permitted by Florida law, MLCDD agrees to indemnify, hold harmless and defend County and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of MLCDD, its agents, consultants, employees, or subcontractors, during the installation or maintenance of the landscape improvements contemplated by this Agreement. It is acknowledged that MLCDD's liability under the foregoing indemnity shall only be to the extent the County would be liable under statutory limited waiver of immunity or limits of liability that have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other applicable statute. County agrees to provide notice of any claim against County to MLCDD via certified mail within ten (10) days after the County obtains knowledge of such claim. MLCDD further agrees to carry and maintain in full force and effect liability insurance in the minimum amounts specified on Exhibit "C" attached hereto and made a part hereof naming Lee County Board of County Commissioners as certificate holder and additional insured to the applicable general liability insurance policy. This insurance must remain in effect until such time as any assign or successor in interest provides similar proof of insurance to the satisfaction of the County Attorney's Office.
7. MLCDD assumes all risk and bears any loss or injury to property or persons occasioned by negligent act or omission of MLCDD in the exercise of its rights or the performance of its maintenance duties hereunder. Notwithstanding the foregoing, nothing in this Agreement (including, without limitation, the indemnification obligation and insurance requirement contained in Section 6 above) shall be deemed as a waiver of immunity or limits of liability of MLCDD beyond any statutory limited waiver of immunity or limits of liability that may have

been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

8. In the performance of its duties hereunder, MLCDD shall comply with all applicable state, federal, or local government laws, statutes, ordinances, rules, regulations, or orders. When applicable, MLCDD will give all required notices relating to the installation or maintenance of landscaping contemplated by this Agreement to the applicable authorities. In addition, MLCDD will obtain all permits and licenses, and pay all proper fees, for the installation and maintenance work described in this Agreement.
9. MLCDD agrees to repair or restore any damage to County's property caused by MLCDD during any installation or maintenance of landscape improvements in the Ben Hill Median.
10. Unless terminated as set forth in this paragraph, this Agreement shall remain in full force and effect in perpetuity from the date first set forth above, and shall be binding upon the parties and all their successors in interest. The Agreement may be freely terminated as of right by either party, with or without cause, upon written notice to the other. If either party exercises this right, MLCDD, at its sole cost and expense, shall remove the landscaping Improvements from the Ben Hill Median and will restore the Ben Hill Median to substantially the same condition that existed immediately prior to the effective date of this Agreement. Except for the above, neither party will be liable to the other for any damages or claims resulting from the termination of this Agreement.
11. MLCDD agrees that if the placement, repair, relocation or reconstruction of public utilities, including, but not limited to, water, sewage, gas, power, and telephone located within the right-of-way, requires the relocation or removal of the landscape improvements, then MLCDD will move or remove the landscape improvements and restore those areas to pre-construction conditions within ninety (90) days of MLCDD's receipt of written notice at no cost to County or utility.
12. This Agreement binds and inures to the benefit of the Parties as well as their respective legal representatives, successors and/or assigns. In the event MLCDD assigns its obligations hereunder, all of MLCDD's obligations and agreements made herein shall be fully and completely assigned to such assignee in full as if such assignee were mentioned by name instead of MLCDD herein. MLCDD shall not assign its rights and obligations hereunder to a third party, without the consent of County, which consent shall not be unreasonably withheld or delayed provided that MLCDD demonstrates to County that the potential

assignee has the authority and financial ability to undertake the obligations and responsibilities herein contemplated.

13. County agrees to reduce participation of those lands within the MLCDD by 7,392 feet within the subject right-of-way, as identified in Exhibit "D", from the University Overlay Landscaping O&M Special Improvement Unit effective fiscal year 2008-2009 and continuing thereafter while this Agreement is in effect.
14. This Agreement must be construed, and its performance enforced under Florida law.
15. This Agreement is the entire agreement between the parties and shall not be modified or replaced except by written agreement of the parties.
16. The parties recognize and agree that this Agreement is of a unique nature inuring principally to the benefit of MLCDD and that money damages may not be an adequate or appropriate remedy for either party for breach of the terms and conditions of this Agreement. As a result, the parties specifically agree that a non-defaulting party may raise in any pleadings, without objections from the alleged defaulting party, the extraordinary remedy of specific performance, in order to protect the public's interest in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Attest:

**MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Secretary

BY: *Steven Lewis*  
Signature of Chairman

\_\_\_\_\_  
Name Printed, Stamped or Typed

Steven Lewis  
Name Printed, Stamped or Typed

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing agreement was acknowledged before me this 4<sup>th</sup> day of SEPTEMBER, 2008, by STEVE LEWIS as Chairman of Miromar Lakes Community Development District, who is (  ) personally known to me or (  ) has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
 Catherine W. Barkett  
Commission #DD709290  
Expires: OCT. 15, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

*Catherine W. Barkett*  
Notary Public, State of Florida at Large

CATHERINE W. BARKETT  
Name of Notary Printed, Stamped or Typed

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of County Attorney





Exhibit "B" - Maintenance Matrix – Level Two - Enhanced

# MAINTENANCE MATRIX - LEVEL TWO

MAINTENANCE FREQUENCIES ARE MINIMUMS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
X	X	XX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	X	X	X

MOW ST. AUGUSTINE ON A WEEKLY BASIS FROM APRIL THROUGH SEPTEMBER AND MONTHLY FROM DECEMBER THROUGH FEBRUARY. MOW BAHIA GRASS AT THE LEVEL ONE FREQUENCIES.

PLANT MATERIAL	DAY	FREQUENCY	NUMBER OF APPLICATIONS
ALL	1-60	DAILY	60
ALL	61-150	3 TIMES/WEEK	36
ALL	151-365	WEEKLY	28

LANDSCAPED BEDS AND MULCHED AREAS SHALL BE KEPT WEED FREE.

PRUNE AS NECESSARY TO REMOVE ALL SUCKERS, DEAD, DISEASED, OR BROKEN BRANCHES, FRONDS AND SEED HEADS.

X	X	X	X	X	X	X	X
---	---	---	---	---	---	---	---

WEEKLY IN ALL MULCHED AREAS AND JUST BEFORE EACH MOWING.

RESTORE SAUCERS AND CONTROL ANTS, INSECTS AND DISEASE AS THEY APPEAR.

MAINTAIN THE IRRIGATION SYSTEM IN AN OPERABLE CONDITION AT ALL TIMES. CHECK SYSTEM FOR LINE BREAKS AND CLOGGING OF HEADS AND BUBBLERS EACH WEEK.

X	X	X	XXXX	XXXX	XXXX	XXXX	XXXX	X	X	X	X
---	---	---	------	------	------	------	------	---	---	---	---

MAINTAIN A CONTINUOUS 3" LAYER OF MULCH IN ALL PLANTED AND MULCHED AREAS. MULCH ENTIRE SITE IN MONTH TWELVE OF MAINTENANCE CONTRACT.

REFER TO SITE MAINTENANCE SPECIFICATIONS FOR DETAILS. LEE COUNTY RESERVES THE RIGHT TO ADJUST FREQUENCIES AS NECESSARY.

## Exhibit "C"- Insurance Requirements

### **Minimum Insurance Requirements:**

a. Commercial General Liability- Coverage must apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 bodily injury per person (BI)
- \$1,000,000 bodily injury per occurrence (BI)
- \$1,000,000 property damage (PD) or
- \$1,000,000 combined single limit (CSL) of BI and PD

b. Business Auto Liability- The following Automobile Liability will be required and coverage must apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 bodily injury per person (BI)
- \$1,000,000 bodily injury per occurrence (BI)
- \$1,000,000 property damage (PD) or
- \$1,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

### **Special Requirements:**

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the County's Risk Manager for review and approval. The certificate shall provide for the following:

1. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials will be named as an "Additional Insured" on the General Liability policy.

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Exhibit "D"- Overlay Reduction







This instrument was prepared by  
and to be returned to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Ste 305  
Estero, FL 33928  
239-390-5100

Parcel ID No.: A Portion of 23-46-25-02-00000.00CE

Above space reserved for Clerk's office

---

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made this 5<sup>th</sup> day of April 2018, by **SAN MARINO AT MIROMAR LAKES CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation whose mailing address is 12734 Kenwood Lane, Suite 49, Fort Myers, Florida 33907 ("Grantor"), to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 2900 Northeast 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334 ("Grantee").

Grantor, in consideration for the amount of TEN and No/100 (\$10.00) DOLLARS, and good and valuable consideration set forth in this Special Warranty Deed, the receipt of which is acknowledged, grants, bargains, sells, and conveys to Grantee and its successors and assigns forever, all of that certain parcel of land situated in Lee County Florida, and more particularly described on Exhibit "A" attached to this Special Warranty Deed ("Property").

**THIS PROPERTY TAKEN SUBJECT TO:** Real Estate Taxes and assessments for the current and subsequent years; Applicable comprehensive plans, or elements or portions of them, land development regulations including zoning and subdivision ordinances, development orders, development permits, and other regulations and conditions of all governmental agencies concerning the Property and covenants, easements, restrictions and other matters of public record;

**TOGETHER WITH** all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, remainder and easements belonging or in any way connected to the Property.

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor covenants to Grantee that at the time of delivering this Special Warranty Deed it is lawfully seized of the Property, that it has good right and lawful authority to sell and convey the Property; and Grantor fully warrants the title to the Property, and will defend it against lawful claims of all persons whomsoever claiming by, through or under Grantor but against no others.

Grantor has executed this Special Warranty Deed as of the day and year first written above.

**WITNESSES:**

Luck  
Signature of Witness

LORRAINE LUCK  
Print Name

Kay Shortway  
Signature of Witness

Kay Shortway  
Print Name

**SAN MARINO AT MIROMAR LAKES  
CONDOMINIUM ASSOCIATION, INC.**  
a Florida not-for-profit corporation

By: Anthony Craparo  
**Anthony Craparo, President**

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2018, by **ANTHONY CRAPARO**, as President of **SAN MARINO AT MIROMAR LAKES CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation. He is personally known to me or produced Florida Drivers License as identification.

(SEAL)

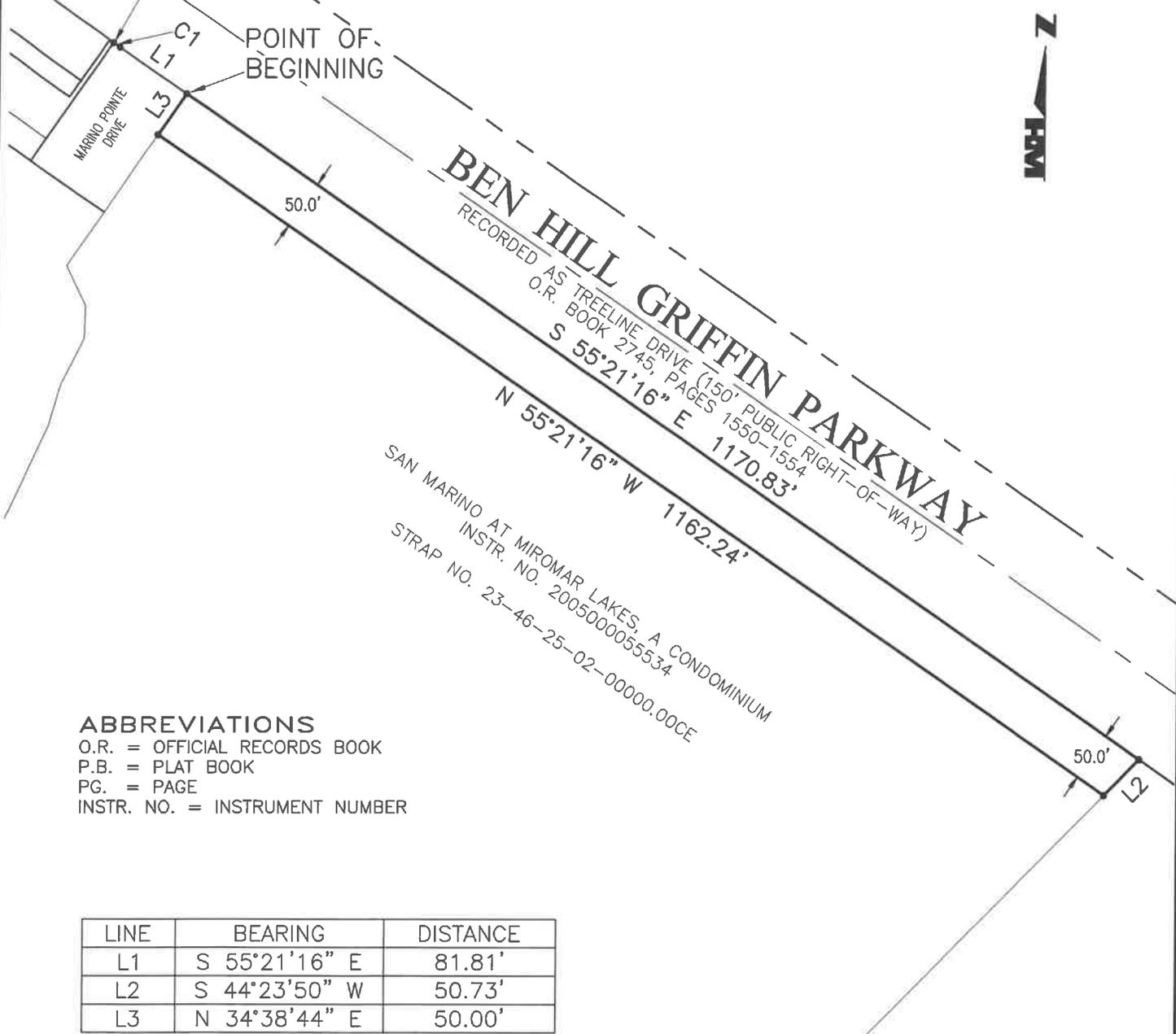
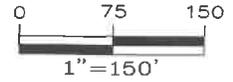


RMM  
NOTARY PUBLIC

RACHEL ROZELLE MARKS  
(Type or Print)  
My Commission Expires: 10/27/19

**Exhibit "A"**

POINT OF COMMENCEMENT  
 NORTHEAST CORNER  
 TRACT R  
 MIROMAR LAKES UNIT VII- PORTO ROMANO SUBDIVISION  
 P.B. 82, PAGES 7-10



**ABBREVIATIONS**

O.R. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 INSTR. NO. = INSTRUMENT NUMBER

LINE	BEARING	DISTANCE
L1	S 55°21'16" E	81.81'
L2	S 44°23'50" W	50.73'
L3	N 34°38'44" E	50.00'

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	2875.00'	0°09'48"	8.19'	S 55°16'22" E	8.19'

NOT A SURVEY

DRAWN BY: BEN	DATE: 11/17
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 23-46-25	



6200 Whiskey Creek Dr.  
 Ft. Myers, FL. 33919  
 Phone: (239) 985-1200  
 Florida Certificate of  
 Authorization No.1772

SKETCH AND LEGAL DESCRIPTION  
 PORTO ROMANO

DRAWING NO. H-503-1
PROJECT NO. 04.005
FILE NAME Non Platted LBE.dwg

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT R, MIROMAR LAKES UNIT VIII - PORTO ROMANO SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 82, PAGES 7-10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY, A 150' WIDE PUBLIC RIGHT-OF-WAY; THENCE RUN ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY THE FOLLOWING THREE CALLS;

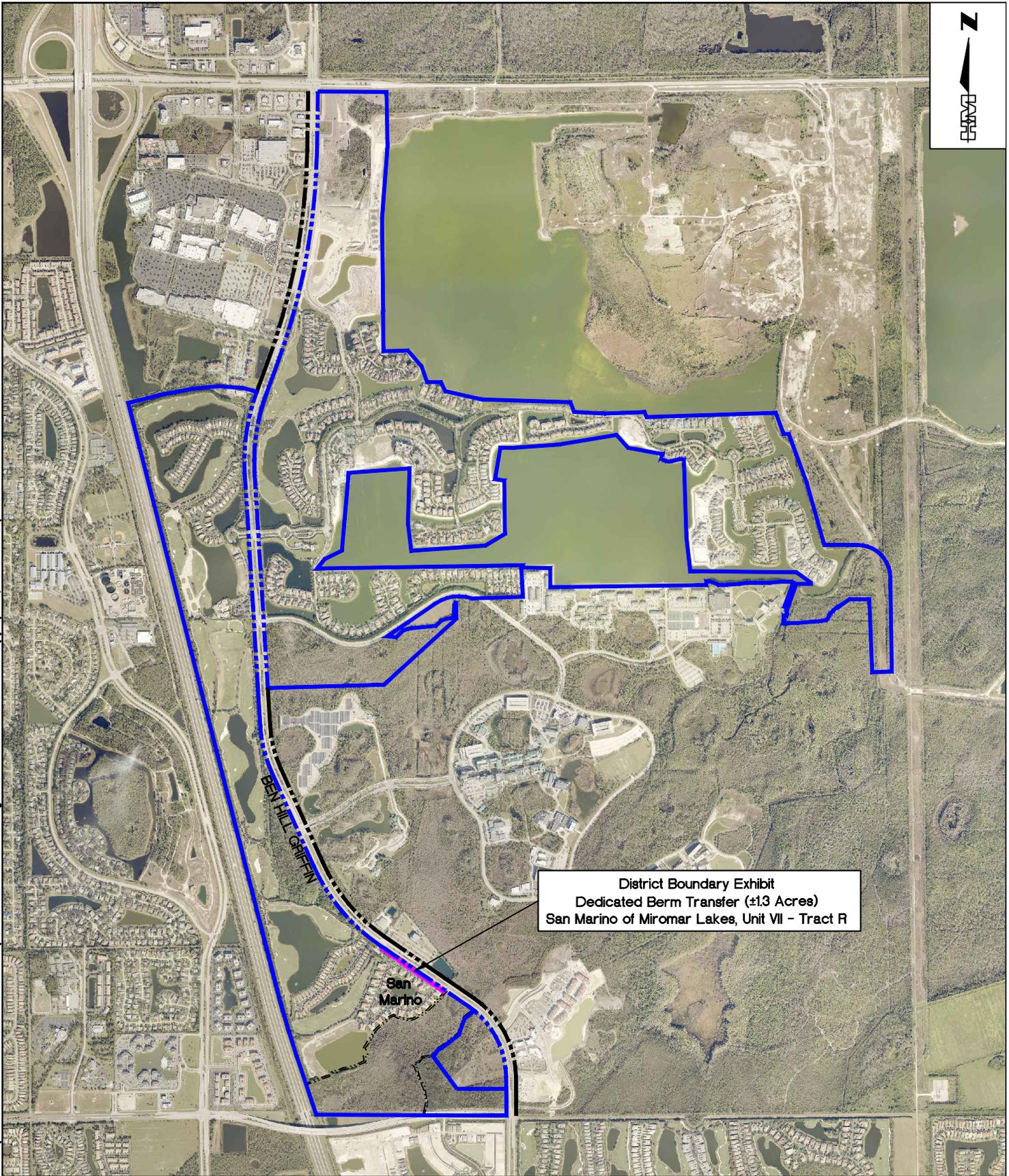
- 1) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2875.00 FEET, AT A BEARING OF N34°48'32"E THEREFROM, THROUGH A CENTRAL ANGLE OF 00°09'48" AND BEING SUBTENDED BY A CHORD OF 8.19 FEET AT A BEARING OF S55°16'22"E, FOR AN ARC LENGTH OF 8.19 FEET;
  - 2) THENCE RUN S55°21'16"E FOR A DISTANCE OF 81.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;
  - 3) THENCE CONTINUE S55°21'16"E FOR A DISTANCE OF 1170.83 FEET;
- THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN S44°23'50"W FOR A DISTANCE OF 50.73 FEET TO A POINT LYING 50.0 FEET SOUTHWEST OF AND PARALLEL AS MEASURED AT RIGHT ANGLES TO THE SAID RIGHT-OF-WAY LINE; THENCE RUN N55°21'16"W PARALLEL WITH SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 1162.24 FEET; THENCE RUN N34°38'44"E FOR A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 58326.62 SQUARE FEET OR 1.3 ACRES, MORE OR LESS.

HOLE MONTES, INC.  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy LS5628  
 THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: BEN	DATE: 11/17	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL DESCRIPTION  PORTO ROMANO	DRAWING NO. H-503-1
SHEET # 2	OF SHEET 2			PROJECT NO. 04.005
SEC-TWN-RGE: 23-46-25				FILE NAME Non Platted LBE.dwg

H:\2003\2003022\DW\Exhibits\2018-04-12 San Marino Berm Exhibits\San Marino Berm Exhibit.dwg Job: OVERALL CDD BERM EXH (1) Apr 17, 2018 - 5:15pm



District Boundary Exhibit  
Dedicated Berm Transfer (±1.3 Acres)  
San Marino of Miromar Lakes, Unit VII - Tract R

San Marino



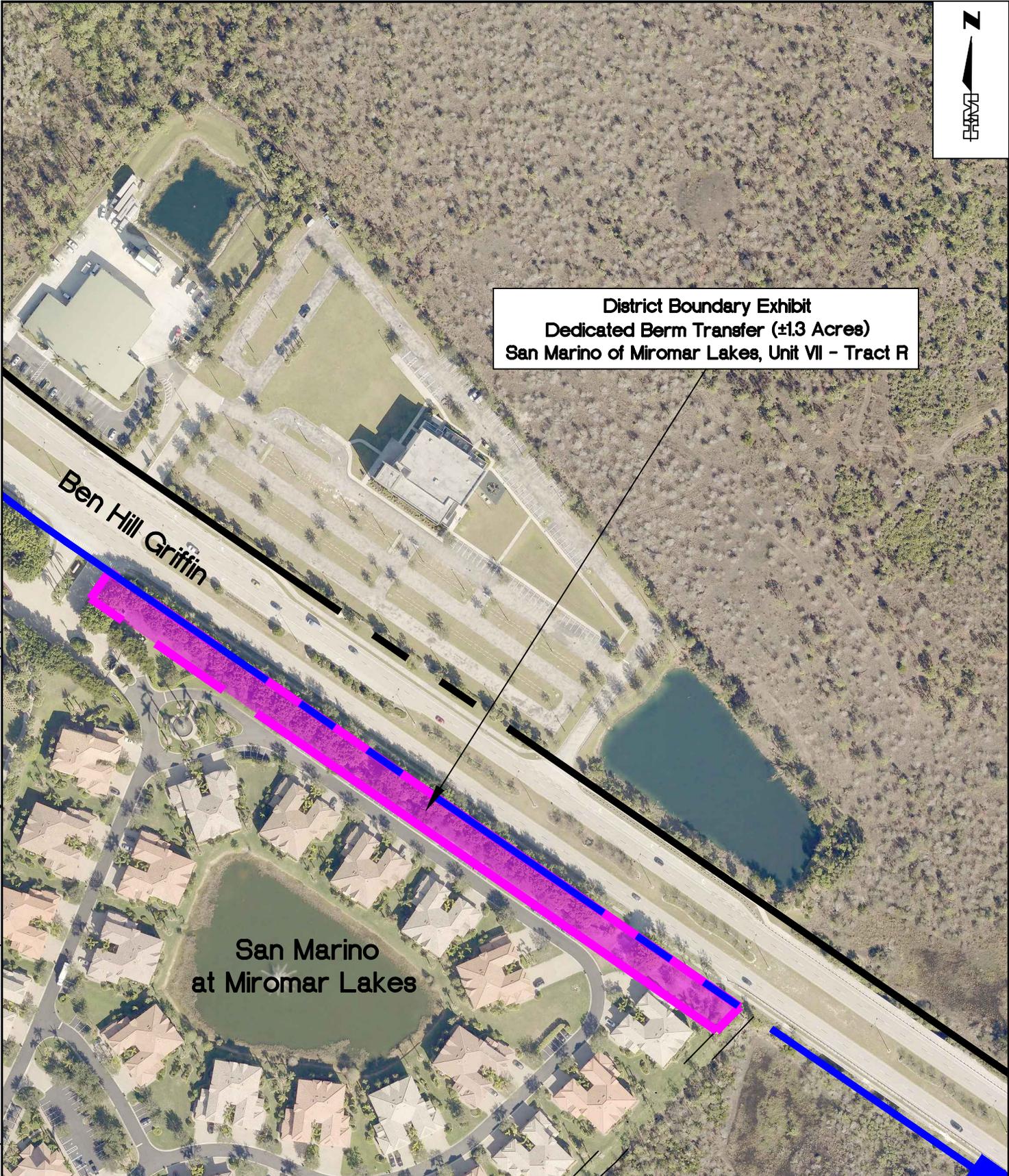
6200 Whiskey Creek Drive  
Fort Myers, FL. 33919  
Phone : (239) 985-1200  
Florida Certificate of  
Authorization No.1772

**MIROMAR LAKES CDD  
SAN MARINIO DISTRICT BOUNDARY  
LEE COUNTY, FL**

DATE:	04/12/18	JOB No.	2003.022	SHEET No.	1 of 2
-------	----------	---------	----------	-----------	--------



District Boundary Exhibit  
 Dedicated Berm Transfer (±1.3 Acres)  
 San Marino of Miromar Lakes, Unit VII - Tract R



Ben Hill Griffin

San Marino  
 at Miromar Lakes

H:\2003\2003022\DW\Exhibits\2018-04-12 San Marino Berm Exhibits\San Marino Berm Exhibit.dwg Tab: ZOOM CCD BERM EXH (2) Apr 17, 2018 - 5:19pm



6200 Whiskey Creek Drive  
 Fort Myers, FL. 33919  
 Phone : (239) 985-1200  
 Florida Certificate of  
 Authorization No.1772

**MIROMAR LAKES CDD  
 SAN MARINIO DISTRICT BOUNDARY  
 LEE COUNTY, FL**

DATE: 04/12/18	JOB No. 2003.022	SHEET No. 2 of 2
----------------	------------------	------------------

**RESOLUTION NO. 2018-6**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING STORMWATER MANAGEMENT RULES AND POLICIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Miromar Lakes Community Development District (the “**District**”) is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes by the Board of County Commissioners of Lee County, Florida through the adoption of Ordinance No. 00-17 on September 12, 2000, as amended by that certain Ordinance No. 10-22 adopted on April 27, 2010 by the Board of County Commissioners of Lee County, Florida; and

**WHEREAS**, the Board of Supervisors of Miromar Lakes Community Development District (the “Board”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. FINDINGS.** The above recitals are true and correct and incorporated herein by this reference.

**SECTION 2. PUBLIC HEARING.** A Public Hearing will be held to adopt the District’s Stormwater Management Rules and Policies attached hereto and made a part hereof as Exhibit A, on September 13, 2018, at 2:00 p.m., at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913. The District Manager, District Attorney are hereby authorized to modify, amend or change the proposed Rules and Policies as deemed appropriate for the Public Hearing.

**SECTION 3. NOTICE.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, Florida Statutes.

**SECTION 4. SEVERABILITY.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Supervisors of Miromar Lakes Community Development District this 14<sup>th</sup> day of June, 2018.

Attest:

**MIROMAR LAKES  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

James P. Ward, Secretary

---

David Herring, Chairman

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

**Section 1. Short Title, Authority and Applicability**

a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for Miromar Lakes Community Development District”.

b. The Board of Supervisors (the “**Board**”) of Miromar Lakes Community Development District (the “**District**”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.

c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

**Section 2. Background, Intent, Findings and Purpose**

a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”) and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “**Rule**” and collectively, the “**Rules**”) is to describe the various policies of the District relating to stormwater management.

b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

d. The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the “**Master Stormwater System**”). The District owns certain real property and other improvements which comprise the Master Stormwater System. The District also has various easement rights throughout the Miromar Lakes enabling the

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

District to operate and maintain the Master Stormwater System. Such easement rights including, without limitation, those arising by way of plat (i.e. platted drainage easements (DEs) and lake maintenance easements (LMEs)), separately granted and recorded easements, and Section 22.4 of the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club recorded in Official Records Book 3343, Page 294 of the Public Records of Lee County, Florida, as has been amended. The stormwater lakes, ponds, control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.

e. The overall stormwater management system with the District is permitted through South Florida Water Management District ("**SFWMD**"), U.S. Army Corps of Engineers ("**ACOE**") and Lee County, and the regulations of such governmental bodies control the design, operation and use of the Master Stormwater System. Notwithstanding such permitting, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System. As further background, at the time of preparation and adoption of these Rules, the District has been undertaking and completing substantial restoration of the lake shorelines throughout the District in response to both long-term, uncorrected erosion and also significant damage caused by Hurricane Irma. Such restoration work is being undertaken by the District in accordance with applicable SFWMD and Lee County permits. These Rules are intended to allow for property owners to understand their responsibilities, ensure proper maintenance of the Master Stormwater System, and to avoid such significant and costly widespread restoration in the future.

f. In terms of SFWMD, the overall stormwater management system was originally permitted in 1999 under SFWMD Environmental Resource Permit #36-03568-P ("**Original Permit**"). Since the issuance of the Original Permit and as development within the District has progressed, there have been various modifications to the Original Permit that have been approved and issued by SFWMD. The Original Permit, as modified, is collectively referred to herein as the "**SFWMD Permit**". The stormwater management system under the SFWMD Permit is broken up into five (5) drainage basins. Generally speaking, drainage basins 1, 2, 3 and 4 are located on the west side of Ben Hill Griffin Parkway and drainage basins 5 and 6 are located on the east side of Ben Hill Griffin Parkway. Drainage basins 5 and 6 were combined into one drainage basin when the old Rinker mine lake (commonly referred to as the North Lake) and the south recreational lake for Miromar Lakes (commonly referred to as the South Lake) were connected under SFWMD Permit 36-03568-P-04, Application 031211-5. Each

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

drainage basin has its own control elevation (i.e. mean high water elevation). Attached hereto and made a part hereof as **Exhibit "A"** is a copy of a map of the District reflecting the various drainage basins and also indicating the applicable control elevation for each drainage basin.

**Section 3. Lake Area Maintenance Responsibilities**

a. With respect to those lakes owned or operated by the District that are part of the Master Stormwater System, the following shall apply:

i. The District will be responsible for the maintenance of the property from the applicable control elevation down. The adjacent property owner(s) (whether it be private property owner(s) and/or a community association) (sometimes referred to herein individually as an "**Adjacent Owner**" and collectively as the "**Adjacent Owners**") shall be responsible for maintenance of its property from the applicable control elevation up. Such maintenance of the Adjacent Owner shall include the maintenance of any rip rap that is now, or hereinafter, located above the control elevation. All maintenance by an Adjacent Owner must be in accordance with the SFWMD permit and other applicable federal, state, and local laws, codes, ordinances, regulations and permits. Attached hereto and made a part hereof as **Exhibit "B"** is a sketch showing the location of the typical division of maintenance responsibilities between the District and an Adjacent Owner.

ii. The District will be responsible for the maintenance of littoral plants within littoral zones designated pursuant to applicable permits. Adjacent Owners shall not alter, modify, or remove littoral plants within applicable littoral zones without the prior, written approval of the District, which approval may be withheld in the District's sole discretion.

b. In the event an Adjacent Owner fails to undertake and complete the maintenance required under this Section, the District shall have the right to complete such maintenance and either charge or assess the Adjacent Owner for the cost of such work. Further, if such Adjacent Owner's failure to complete the maintenance required hereunder results in damage to property of the District, the District reserves the right to charge or assess the Owner for the cost of any such damage.

**Section 4. Drainage Directly into Lakes**

a. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon prior experiences of the District, undertaking corrective action for such events may result in the District expending significant sums of money

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. This Section is intended to establish a rule and policy relating to the installation and use of gutters and downspouts which are designed to discharge via overland flow or otherwise directly into the District's lakes in order to ensure the preservation of property and the proper functioning of the Master Stormwater System. The purpose of this Section is so that the District and all property owners remain in compliance with the SFWMD Permit and Lee County permits and regulations.

b. Pursuant to the SFWMD Permit, stormwater may not be discharged directly into the recreational lakes. The recreational lakes are reflected on Exhibit "A". Any property owner located adjacent to a lake that is the responsibility of the District to maintain (either recreational lake or otherwise) who is seeking or attempting to discharge stormwater by gutters/downspouts and/or other improvements directly into such lake must following the procedures. The requesting owner ("**Requesting Owner**") shall submit a request to the District for the applicable installation, including the Requesting Owner's proposed plans. The District will review whether any additional permitting through SFWMD and/or Lee County is required for the installation of such improvements. If additional permitting is required, then the Requesting Owner shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of such improvements. Further, the District will review the request and advise the Requesting Owner on the manner in which the installation shall be made so as to minimize potential negative impacts to the Master Stormwater System or the District's maintenance thereof. The Requesting Owner shall be solely responsible for all costs and expenses relating to the installation of the improvements. All work shall be performed and completed consistent with applicable permits and approvals. Once the installation is made, the Requesting Owner (or the Requesting Owner's successor in title) will be responsible for the maintenance of the improvements, even any improvements that might be located below the applicable control elevation.

**Section 5. Rip Rap Installation and Maintenance**

a. Rip rap is installed in various areas within the District. The installation of rip rap is strictly controlled by applicable federal, state, and local laws, codes, ordinances, regulations and permits. For example, on all internal water management lakes within the District, Lee County regulations currently permit no more than twenty percent (20%) of shoreline to be encumbered by rip rap. The District applied for, and received, an administrative amendment to the applicable zoning ordinance (referred to as ADD201500070) that allows maximum of sixty-five percent (65%) of the shorelines of those portion of the recreational lakes located within the boundaries of the District to be encumbered by rip rap or other hardened shore treatment

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

b. Any property owner located adjacent to a lake that is the responsibility of the District to maintain who is seeking or attempting to install rip rap must follow the procedures. The requesting owner ("**Requesting Owner**") shall submit a request to the District for the applicable installation, including the Requesting Owner's proposed plans. The District will review whether any additional permitting through SFWMD, Lee County or ACOE is required for such installation of such improvements. If additional permitting is required, then the Requesting Owner shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of such improvements. Further, the District will review the request and advise the Requesting Owner on the manner in which the installation of the rip rap shall be made so as to minimize potential negative impacts to the Master Stormwater System or the District's maintenance thereof. The Requesting Owner shall be solely responsible for all costs and expenses relating to the installation of the improvements. All work shall be performed and completed consistent with applicable permits and approvals. Once the installation is made, the Requesting Owner (or the Requesting Owner's successor in title) will be responsible for the maintenance of the all rip rap above the applicable control elevation. To the extent the work is completed consistent with the applicable permits and approvals, the District will accept responsibility for maintenance of the rip rap below control elevation.

**Section 6. Maintenance of Inlets and Storm Drains**

a. The District will maintain those storm drains and inlets that are a part of the overall stormwater management system that (i) are located within property owned by the District, platted drainage easements (DEs) in favor of the District and/or other separately recorded drainage easements in favor of the District and (ii) have been conveyed to the District for operation and maintenance. As of the date of these Rules, not all storm drains and inlets in every neighborhood or condominium within the District have been turned over to the District. If storm drains and inlets have not been turned over to the District, the applicable owner of such storm drains and inlets (whether it be Miromar Lakes Master Association, Inc., a neighborhood association, or condominium association) shall be responsible for the operation and maintenance.

b. For any neighborhood or condominium that desires to turn over its storm drains and inlets to the District, the District will accept the storm drains and inlets for operation and maintenance upon completion of the following: (i) the storm drains and inlets must be tested and inspected by the District Engineer and determined to be in good and proper working order; (ii) any deficiencies identified in the District Engineer's inspection in subsection (i) must be fully corrected by the applicable neighborhood or association; (iii) the storm drains and inlets must be transferred by bill of sale acceptable to the District; (iv) the District must be provided easement or other ownership rights necessary for operation and maintenance of the storm

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

drains and inlets; and (v) the applicable neighborhood or condominium must bear all costs of the transfer including the costs of the inspection, any corrective work and any costs of the District including legal and other engineering costs associated with the transfer.

**Section 7. Compliance with Laws**

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws, codes, ordinances, regulations and permits including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

**Section 8. Enforcement**

The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, Lee County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.

**Section 9. Effective Date**

These Rules shall be effective upon their adoption.

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

**Exhibit "A"  
Drainage Basin Map**



**LEGEND**

-  MIROMAR LAKES CDD BOUNDARY
-  DRAINAGE BASIN 5/6 BOUNDARY
-  DRAINAGE BASINS 1, 2 & 3 BOUNDARY
-  LAKE AREAS MAINTAINED BY MIROMAR LAKES CCD
-  LAKE AREAS 5/6 - RECREATIONAL LAKES
-  EACH SHORELINE

DRAINAGE  
BASIN 5/6  
W.S.W.T. = 18.00 N.G.V.D.  
LAKE 5/6 NORTH

DRAINAGE  
BASIN 1  
W.S.W.T. = 17.50 N.G.V.D.

DRAINAGE  
BASIN 5/6  
W.S.W.T. = 18.00 N.G.V.D.  
LAKE 5/6 SOUTH

DRAINAGE  
BASIN 2  
W.S.W.T. = 16.75 N.G.V.D.

DRAINAGE  
BASIN 3  
W.S.W.T. = 16.00 N.G.V.D.

DRAINAGE  
BASIN 4  
W.S.W.T. = 16.00 N.G.V.D.



6200 Whiskey Creek Drive  
Fort Myers, FL. 33919  
Phone : (239) 985-1200  
Florida Certificate of  
Authorization No. 1772

**MIROMAR LAKES - CDD  
DRAINAGE EXHIBIT**

HC:\2003\2003022\MIROMAR\SP\MID - Water Management\CCD\05\_DRAIN\_EXHIBIT-2018.dwg Tab: exhibit Jun 05 2018 - 12:24pm

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

**Exhibit "B"  
Example Division of Maintenance Responsibility  
Based Upon Control Elevation**

---

*Miromar Lakes Community Development District*

---

*Proposed Budget—Fiscal Year 2019*

*REVISED—June 14, 2018*



*Prepared by:*

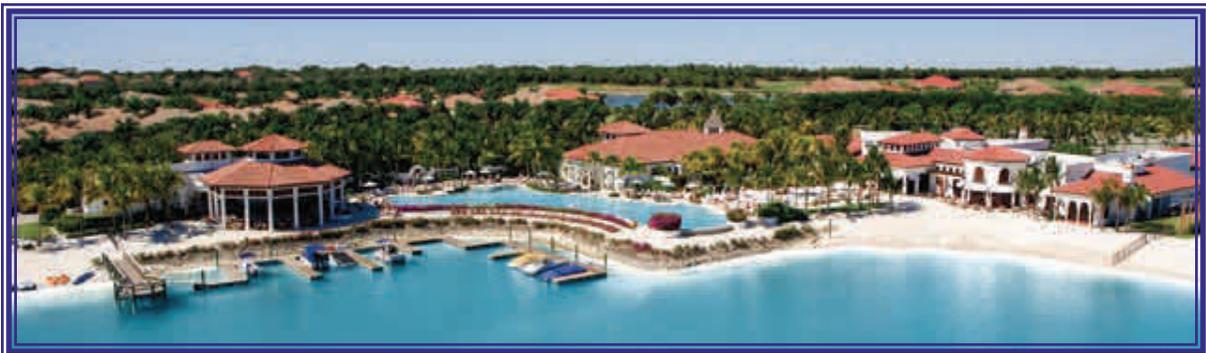
***JPWARD AND ASSOCIATES LLC***

***2900 NORTHEAST 12TH TERRACE, SUITE 1  
OAKLAND PARK, FLORIDA 33334***

***E-MAIL: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)***

***PHONE: (954) 658-4900***

***Please visit our web site: [www.miromarlakescdd.org](http://www.miromarlakescdd.org)***



---

*Miromar Lakes Community Development District*

---

*Table of Contents*

<i>General Fund</i>	
<i>Summary</i>	<i>1-3</i>
<i>Description of Line Item</i>	<i>4-7</i>
<i>Capital Plan—Multi-Year</i>	<i>8</i>
<i>Debt Service Fund—Series 2012 Bonds</i>	
<i>Summary of Fund</i>	<i>9</i>
<i>Amortization Schedules</i>	
<i>Series 2012 A Bonds</i>	<i>10</i>
<i>Debt Service Fund—Series 2015 Bonds</i>	
<i>Summary of Fund</i>	<i>11</i>
<i>Amortization Schedule</i>	
<i>Series 2015 Bond</i>	<i>12</i>
<i>Assessment Summary</i>	<i>13-14</i>
<i>General Fund—Unit Count Changes</i>	<i>15</i>

*Please visit our web site: [www.miromarlakescdd.org](http://www.miromarlakescdd.org)*

**Miromar Lakes**  
**Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2019**

Description	Fiscal Year 2018 Budget	Actual at 02/28/2018	Anticipated Year End 09/30/18	Fiscal Year 2019 - Budget	Notes
<b>Revenues and Other Sources</b>					
<b>Cash Carryforward to Fund Hurrican Irma Cleanup</b>					
	\$ 375,599	\$ -	\$ -	\$ -	NO Cash from prior year to fund FY 19 Operations
<b>Miscellaneous Revenue</b>	\$ -	\$ -	\$ -	\$ -	
<b>Interest Income - General Account</b>	\$ 300	\$ 144	\$ 300	\$ 300	Interest on General Bank Account
<b>Special Assessment Revenue</b>	\$ -				
Special Assessment - On-Roll	\$ 947,739	\$ 925,204	\$ 947,739	\$ 686,802	Assessments from Resident Owners
Special Assessment - Off-Roll	\$ 454,950	\$ 227,295	\$ 454,950	\$ 253,216	Assessment from Developer
<b>Miscellaneous Revenue</b>	\$ -	\$ -	\$ -	\$ -	
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 1,778,588</b>	<b>\$ 1,152,644</b>	<b>\$ 1,402,989</b>	<b>\$ 940,317</b>	
<b>Expenditures and Other Uses</b>					
<b>Legislative</b>					
Board of Supervisor's Fees	\$ 12,000	\$ 3,000	\$ 12,000	\$ 12,000	Statutory Required Fees
Board of Supervisor's - FICA	\$ 918	\$ 230	\$ 918	\$ 918	FICA Required for Board Fees
<b>Executive</b>					
Professional Management	\$ 40,000	\$ 16,667	\$ 40,000	\$ 40,000	District Manager Contract
<b>Financial and Administrative</b>					
Audit Services	\$ 5,200	\$ -	\$ 5,200	\$ 5,200	Statutory required audit yearly
Accounting Services	\$ -	\$ -	\$ -	\$ -	
Assessment Roll Preparation	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	Statutory required maintenance of owner's par debt outstanding and yearly work with property appraiser
Arbitrage Rebate Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	IRS Required Calculation to insure interst on bond funds does not exceed interst paid on bonds
<b>Other Contractual Services</b>					
Recording and Transcription	\$ -	\$ -	\$ -	\$ -	
Legal Advertising	\$ 1,200	\$ 50	\$ 1,200	\$ 1,200	Statutory Required Legal Advertising
Trustee Services	\$ 7,900	\$ 3,091	\$ 3,091	\$ 7,900	Trustt Fees for Bonds
Dissemination Agent Services	\$ -	\$ -	\$ -	\$ -	
Property Appraiser & Tax Collector Fees	\$ 2,400	\$ 1,191	\$ 1,191	\$ 2,400	Fees to place assessment on the tax bills
Bank Service Fees	\$ 550	\$ 198	\$ 500	\$ 550	Fees required to maintain bank account
<b>Travel and Per Diem</b>					
	\$ -	\$ -	\$ -	\$ -	
<b>Communications and Freight Services</b>					
Telephone	\$ -	\$ -	\$ -	\$ -	
Postage, Freight & Messenger	\$ 400	\$ 181	\$ 400	\$ 400	Mailing and postage
<b>Insurance</b>					
	\$ 5,800	\$ 5,778	\$ 5,778	\$ 5,800	General Liability and D&O Liability Insurance
<b>Printing and Binding</b>					
	\$ 1,200	\$ 769	\$ 1,200	\$ 1,200	Agenda books and copies
<b>Other Current Charges</b>					
Website Maintenance	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	Statutory Maintenance of District Web site
<b>Office Supplies</b>					
	\$ -	\$ -	\$ -	\$ -	
<b>Subscriptions and Memberships</b>					
	\$ 175	\$ 175	\$ 175	\$ 175	Statutory fee to Department of Economic Opportunity
<b>Legal Services</b>					
General Counsel	\$ 30,000	\$ 16,234	\$ 25,000	\$ 30,000	District Attorney
Litigation Counsel Center Place	\$ -	\$ 1,125	\$ 1,125	\$ -	Not required for FY 2019
General Counsel - Center Place	\$ -	\$ -	\$ -	\$ -	
Special Counsel - Center Place	\$ 30,000	\$ -	\$ -	\$ 30,000	To complete agreement pursuant to settlement agreement with Alico West
Land Exchange - Salerno	\$ -	\$ -	\$ -	\$ -	
<b>Debt Service - Miromar Lakes LLC Note</b>					
	\$ -	\$ -	\$ -	\$ -	
<b>Other General Government Services</b>					
<b>Engineering Services</b>					
General Fund	\$ 15,000	\$ 13,683	\$ 15,000	\$ 15,000	District Engineer
NPDES	\$ 250	\$ 560	\$ 560	\$ 250	Statutory Requirement for Federal Reporting
Asset Administrative Services	\$ 10,000	\$ 4,167	\$ 10,000	\$ 10,000	District Asset Manager
Center Place Experts	\$ -	\$ -	\$ -	\$ -	
Contingencies	\$ -	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	<b>\$ 182,993</b>	<b>\$ 86,098</b>	<b>\$ 143,338</b>	<b>\$ 182,993</b>	

**Miromar Lakes  
Community Development District  
General Fund - Budget  
Fiscal Year 2019**

Description	Fiscal Year 2018 Budget	Actual at 02/28/2018	Anticipated Year End 09/30/18	Fiscal Year 2019 - Budget	Notes	
<b>Hurricane Relief Services</b>						
<b>Legal Services</b>						
General Counsel	\$ -	\$ -	\$ -	\$ -	These accounts were established to account for the costs of Hurricane Irma - not required for FY 2019	
<b>Engineering Services</b>						
General Engineering	\$ -	\$ -	\$ -	\$ -		
Surveying Services	\$ 5,000	\$ -	\$ -	\$ -		
<b>Asset Management Services</b>						
General Asset Management Cleanup Services	\$ 79,000	\$ 41,351	\$ 79,000	\$ -		
<b>Water Management - Debris Removal</b>						
Lake System	\$ 298,000	\$ -	\$ -	\$ -		
Lake Bank Erosion	\$ -	\$ 147,765	\$ 155,000	\$ -		
Water Control Structures	\$ -	\$ -	\$ 35,000	\$ -		
Aeration system	\$ -	\$ -	\$ -	\$ -		
Littoral Shelf	\$ -	\$ -	\$ -	\$ -		
Wetland System	\$ -	\$ -	\$ -	\$ -		
Landscaping Services	\$ -	\$ -	\$ -	\$ -		
Debris Removal	\$ 385,000	\$ 70,356	\$ 280,356	\$ -		
<b>Sub-Total:</b>	<b>\$ 767,000</b>	<b>\$ 259,473</b>	<b>\$ 549,356</b>	<b>\$ -</b>		
<b>Stormwater Management Services</b>						
<b>Professional Services</b>						
Asset Management	\$ 27,800	\$ 12,783	\$ 27,800	\$ 34,800	District Asset Manager	
Mitigation Monitoring	\$ 500	\$ -	\$ 500	\$ 500	Regulatory Reporting for Wetlands	
<b>Utility Services</b>						
Electric - Aeration System	\$ 4,400	\$ 1,682	\$ 4,400	\$ 4,400	Electric Service for Fountain	
<b>Repairs &amp; Maintenance</b>						
Lake System	\$ -	\$ -	\$ -	\$ -		
Aquatic Weed Control	\$ 65,568	\$ 27,542	\$ 80,042	\$ 56,500	Periodic spraying of lakes	
Lake Bank Maintenance	\$ -	\$ -	\$ -	\$ 3,000	Periodic maintenance of lake banks	
Water Quality Testing	\$ 13,840	\$ -	\$ -	\$ 13,840	Regulatory Reporting of water quality in Water Management System	
Water Control Structures	\$ 4,500	\$ 3,460	\$ 7,000	\$ 24,000	Yearly Cleaning of all Water Control Structures	
Grass Carp Installation	\$ -	\$ -	\$ -	\$ -		
Littoral Shelf Planting	\$ -	\$ -	\$ -	\$ -		
Aeration System	\$ 2,000	\$ 2,500	\$ 2,000	\$ 2,000	Periodic Maintenance of Aeration systems	
Wetland System	\$ -	\$ -	\$ -	\$ -		
Routine Maintenance	\$ 42,100	\$ 9,400	\$ 42,100	\$ 42,100	Periodic Maintenance to remove exotic materials from wetland system	
Water Quality Testing	\$ -	\$ -	\$ -	\$ -		
<b>Capital Outlay</b>						
Aeration Systems	\$ 4,800	\$ 2,204	\$ 4,800	\$ 10,800	See Capital Improvements for Detail	
Littoral Shelf Replanting/Barrier	\$ 6,000	\$ -	\$ -	\$ 6,000	See Capital Improvements for Detail	
Lake Bank Restorations	\$ -	\$ -	\$ -	\$ -	See Capital Improvements for Detail	
Turbidity Screens	\$ -	\$ -	\$ -	\$ 13,800	See Capital Improvements for Detail	
Erosion Restoration	\$ -	\$ -	\$ -	\$ 223,894	See Capital Improvements for Detail	
Contingencies	\$ 3,000	\$ -	\$ -	\$ 3,000	See Capital Improvements for Detail	
<b>Sub-Total:</b>	<b>\$ 174,508</b>	<b>\$ 59,572</b>	<b>\$ 168,642</b>	<b>\$ 438,634</b>		

**Miromar Lakes  
Community Development District  
General Fund - Budget  
Fiscal Year 2019**

Description	Fiscal Year 2018 Budget	Actual at 02/28/2018	Anticipated Year End 09/30/18	Fiscal Year 2019 - Budget	Notes
<b>Landscaping Services</b>					
Beginning January 1, 2019 the District will transfer to the Master HOA the Maintenance responsibilities for the landscaping program including the Ben Hill Griffin Parkway, with the exception of the MSBU Overlay District Assessment (which the District and the Developer are working cooperatively to have the County dissolve the MSBU)					
Professional Management					
Asset Management	\$ 37,400	\$ 15,583	\$ 37,400	\$ 9,300	District Asset Manager
Utility Services	\$ -				
Electric - Landscape Lighting	\$ -	\$ -	\$ -	\$ -	
Irrigation Water	\$ 5,000	\$ 2,702	\$ 5,000	\$ 1,250	Electric for irrigation system
Repairs & Maintenance	\$ -				
Public Area Landscaping	\$ 437,000	\$ 135,100	\$ 444,000	\$ 191,350	Maintenance to 12/31/2018
Irrigation System	\$ 8,000	\$ 2,507	\$ 8,000	\$ 4,000	Maintenance to 12/31/2018
Well System	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	Maintenance to 12/31/2018
Plant Replacement	\$ 30,000	\$ 4,857	\$ 30,000	\$ 10,000	Plant replacements (if needed though 12/31/2018)
Other Current Charges	\$ -				
Lee Cty Assessments	\$ 51,000	\$ 50,852	\$ 50,852	\$ 51,000	Ben Hill Griffin MSBU
Charlotte County Assessments	375	\$ -	\$ -	\$ 375	Panther Habitat assessment for fire/rescue
Hendry County - Panther Habitat Taxes	\$ -	\$ -	\$ -	\$ -	
Operating Supplies	\$ -				
Mulch	\$ 19,000	\$ 15,555	\$ 19,000	\$ 24,000	Mulching for November, 2018
Capital Outlay	\$ 28,500	\$ -	\$ -	\$ -	See Capital Improvements for Detail
<b>Sub-Total:</b>	<b>\$ 617,275</b>	<b>\$ 227,157</b>	<b>\$ 595,252</b>	<b>\$ 292,275</b>	
<b>Reserves for General Fund</b>					
Operating Reserve	\$ -	\$ -	\$ -	\$ -	No Reserves Required
Disaster Relief Reserve	\$ -	\$ -	\$ -	\$ -	No Reserves Required
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Other Fees and Charges</b>					
Discount for Early Payment	\$ 36,451	\$ -	\$ 36,451	\$ 26,415	4% Discounts property owner's may take if paying taxes in November.
<b>Sub-Total:</b>	<b>\$ 36,451</b>	<b>\$ -</b>	<b>\$ 36,451</b>	<b>\$ 26,415</b>	
<b>Total Expenditures and Other Uses</b>					
	<b>\$ 1,778,227</b>	<b>\$ 632,299</b>	<b>\$ 1,493,039</b>	<b>\$ 940,317</b>	
<b>Net Increase/(Decrease) in Fund Balance</b>	\$ (375,238)	\$ 520,345	\$ (90,050)	\$ -	
<b>Fund Balance - Beginning</b>	\$ 423,111	\$ 423,111	\$ 423,111	\$ 333,060	
<b>Fund Balance - Ending</b>	<b>\$ 47,873</b>	<b>\$ 943,455</b>	<b>\$ 333,060</b>	<b>\$ 333,060</b>	

Assessment Comparison			
Description	Number of Units	FY 2018 Rate/Unit	FY 2019 Rate/Unit
<b>General Fund - Operatons</b>			
Sold property on roll	1304	\$ 730.72	\$ 526.69
Developer units off roll	500	\$ 702.61	\$ 506.43
<b>Total:</b>	<b>1804</b>		
<b>Reserves Assessment</b>			
Sold property on roll	1304	\$ -	\$ -
Developer units off roll	500	\$ -	\$ -
<b>Total:</b>	<b>1804</b>		
<b>Total Assessment</b>			
Sold property on roll	1304	\$ 730.72	\$ 526.69
Developer units off roll	500	\$ 702.61	\$ 506.43
<b>Total:</b>	<b>1804</b>		

**Miromar Lakes  
Community Development District  
General Fund - Budget  
Fiscal Year 2019**

---

**Revenues and Other Sources**

<b>Cash Carryforward to Fund Hurrigan Irma Cleanup</b>	\$	-
The amount of anticipated Fund Balance at September 30, 2009 is recommended to be utilized to fund the operating expenses of the District for the first three (3) months of the Fiscal Year, pending the receipt of assessment collections, which generally begin in late December or early January, 2010.		
<b>Interest Income - General Account</b>	\$	300
With the levy of Special Assessments - the District's operating account will earn interest on it's funds. This amount reflect's the anticipated earnings.		

---

**Appropriations**

**Legislative**

Board of Supervisor's Fees	\$	12,918
The Board's fees are statutorily set at \$200 for each meeting of the Board of Supervisor's not to exceed \$4,800 for each Fiscal Year.		

**Executive**

Professional Management	\$	40,000
The District retains the services of a professional management company - <b>JPWard and Associates, LLC</b> - which specializes in Community Development Districts. The firm brings a wealth of knowledge and expertise to Miromar Lakes.		

**Financial and Administrative**

Audit Services	\$	5,200
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.		
Accounting Services	\$	-
This line item is now included in the Professional Management Fees.		
Assessment Roll Preparation	\$	18,000
For the preparation by the Financial Advisor of the Assessment Rolls including transmittal to the Lee County Property Appraiser.		
Arbitrage Rebate Fees	\$	1,000
For requied Federal Compliance - this fee is paid for an in-depth analysis of the District's earnings on all of the funds in trust for the benefit of the Bondholder's to insure that the earnings rate does not exceed the interest rate on the Bond's.		

**Other Contractual Services**

Recording and Transcription	\$	-
Legal Advertising	\$	1,200
Trustee Services	\$	7,900
With the issuance of the District's Bonds, the District is required to maintain the accounts established for the Bond Issue with a bank that holds trust powers in the State of Florida. The primary purpose of the trustee is to safeguard the assets of the Bondholder's, to insure the timely payment of the principal and interest due on the Bonds, and to insure the investment of the funds in the trust are made pursuant to the requirments of the trust.		
Dissemination Agent Services	\$	-
With the issuance of the District's Bonds, the District is required to report on a periodic basis the same information that is contained in the Official Statement that was issued for the Bonds. These requirements are pursuant to requirements of the Securities and Exchange Commission and sent to national repositories. This fee is included in Professional Management Services.		
Property Appraiser & Tax Collector Fees	\$	2,400
The Tax Collector charges \$1.42 per parcel and the Property Appraiser charges \$1.00 per parcel.		
Bank Service Fees	\$	550

**Miromar Lakes  
Community Development District  
General Fund - Budget  
Fiscal Year 2019**

<b>Travel and Per Diem</b>	\$	-
<b>Communications and Freight Services</b>		
Telephone	\$	-
Postage, Freight & Messenger	\$	400
<b>Insurance</b>	\$	5,800
<b>Printing and Binding</b>	\$	1,200
<b>Other Current Charges</b>		
Website Maintenance	\$	1,000
<b>Office Supplies</b>	\$	-
<b>Subscriptions and Memberships</b>	\$	175
<b>Legal Services</b>		
General Counsel	\$	30,000
The District's general counsel provides on-going legal representation relating to issues such as public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide services as "local government lawyers".		
Center Place		
General Counsel - Center Place	\$	-
Special Counsel - Center Place	\$	30,000
The District has a settlement agreement with the developer's of Center Place, and, as such, this item is for the continuing discussions regarding the operations of the water management systems that will directly affect the operations of the District's system, along with any discussions with regulatory agencies.		
<b>Other General Government Services</b>		
<b>Engineering Services</b>		
General Fund	\$	15,000
The District's engineering firm provides a broad array of engineering, consulting and construction services, which assists the District in crafting solutions with sustainability for the long term interests of the Community while recognizing the needs of government, the environment and maintenance of the District's facilities.		
NPDES	\$	250
The District's has retained a qualified engineering company to provide on-going requirements of both the Federal Government and Lee County relative to the National Pollution Discharge Elimination System (NPDES).		
Center Place Experts	\$	-
This line item is not required for FY 2017.		
Asset Administrative Services	\$	10,000
The District has retained a qualified asset management firm to manage the District's assets.		
Contingencies	\$	-
<b>Stormwater Management Services</b>		
Professional Services		
Asset Management	\$	34,800
Coordination of all necessary programs and services for the Stormwater Management System during the year, as well as contract administration of vendor contracts, assistance in compliance with operating permits.		
Mitigation Monitoring	\$	500
Utility Services		
Electric - Aeration System	\$	4,400
Repairs & Maintenance		

**Miromar Lakes  
Community Development District  
General Fund - Budget  
Fiscal Year 2019**

---

Lake System  
 Aquatic Weed Control \$56,500  
 The District retains the services of a qualified contractor to maintain the District's lake system to control unwanted vegetation in the system which restrict the flow of water and become unsightly.

<u>Description</u>	<u>Amount</u>
Current Contract	\$56,500
Contingency	\$0
<b>Total:</b>	<b>\$56,500</b>

Lake Bank Maintenance \$3,000  
 For the yearly removal of dead vegetation around the perimeter of the District's water management system.

<u>Description</u>	<u>Amount</u>
Maintenance - Lake Banks	\$3,000
Contingency	\$0
<b>Total:</b>	<b>\$3,000</b>

Water Quality Testing \$ 13,840  
 Quarterly testing and analyses of the water management system

Water Control Structures \$24,000

<u>Description</u>	<u>Amount</u>
Inspection	\$2,000
Yearly Cleaning	\$22,000
<b>Total:</b>	<b>\$24,000</b>

Grass Carp Installation \$ -

Litoral Shelf Planting \$ -

Aeration System \$ 2,000

Wetland System  
 Routine Maintenance \$42,100  
 The District retains the services of a qualified contractor to maintain the District's wetland system to control unwanted vegetation in the system which restrict the flow of water and become unsightly.

<u>Description</u>	<u>Amount</u>
Current Contract	\$37,600
Contract - Reporting	\$2,000
Retention Area 2	\$2,500
Contingency	\$0
<b>Total:</b>	<b>\$42,100</b>

Water Quality Testing \$ -

Capital Outlay  
 In Fiscal Year 2016 the District prepared an overall capital improvement plan for the restoration of portions of the District's water management system throughout the community.

Aeration Systems	\$ 10,800
Littoral Shelf Replanting/Barrier	\$ 6,000
Lake Bank Restorations	\$ -
Turbidity Screens	\$ 13,800
Erosion Restoration	\$ 223,894
Contingencies	\$ 3,000

**Landscaping Services**

---

**Miromar Lakes  
Community Development District  
General Fund - Budget  
Fiscal Year 2019**

**Beginning January 1, 2019 the District will transfer to the Master HOA the Maintenance responsibilities for the landscaping program including the Ben Hill Griffin Parkway, with the exception of the MSBU Overlay District Assessment (which the District and the Developer are working cooperatively to have the County dissolve the MSBU)**

Professional Management											
Asset Management		\$	9,300								
Coordination of all necessary programs and services for the Landscape System during the year, as well as contract administration of vendor contracts.											
Utility Services											
Electric - Landscape Lighting		\$	-								
Irrigation Water		\$	1,250								
Repairs & Maintenance											
Public Area Landscaping			\$427,000								
The District maintains the landscaped buffer berm along I-75, the Ben Hill Griffin Parkway berm and median at the main entrance, along with other outer community perimeter berms.											
<table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><b>Description</b></td> <td style="text-align: right;"><b>Amount</b></td> </tr> <tr> <td>Current Contract</td> <td style="text-align: right;">\$427,000</td> </tr> <tr> <td>Contingency</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td style="text-align: right;"><b>Total:</b></td> <td style="text-align: right;"><b>\$427,000</b></td> </tr> </table>	<b>Description</b>	<b>Amount</b>	Current Contract	\$427,000	Contingency	\$0	<b>Total:</b>	<b>\$427,000</b>			
<b>Description</b>	<b>Amount</b>										
Current Contract	\$427,000										
Contingency	\$0										
<b>Total:</b>	<b>\$427,000</b>										
Irrigation System		\$	8,000								
<table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><b>Description</b></td> <td style="text-align: right;"><b>Amount</b></td> </tr> <tr> <td>Irrigation pumps schedule maint.</td> <td style="text-align: right;">\$ 8,000</td> </tr> <tr> <td style="text-align: right;"><b>Total:</b></td> <td style="text-align: right;"><b>\$ 8,000</b></td> </tr> </table>	<b>Description</b>	<b>Amount</b>	Irrigation pumps schedule maint.	\$ 8,000	<b>Total:</b>	<b>\$ 8,000</b>					
<b>Description</b>	<b>Amount</b>										
Irrigation pumps schedule maint.	\$ 8,000										
<b>Total:</b>	<b>\$ 8,000</b>										
Well System		\$	1,000								
Plant Replacement		\$	10,000								
For the miscellaneous replacement throughout the year of plant material											
Other Current Charges											
Lee Cty Assessments		\$	51,000								
The District is responsible for it's proportionate share of the landscaping operation and maintenance costs along the Ben Hill Griffin Roadway corridor's, which is levied as a special assessment by Lee County through the University Overlay MSTBU.											
Hendry County - Panther Habitat Taxes		\$	375								
Operating Supplies											
Mulch		\$	24,000								
The District will periodically add to the existing mulch that is in the landscaping contract during the year.											
Capital Outlay		\$	-								
<b>Reserves for General Fund</b>											
Operating Reserve		\$	-								
Disaster Relief Reserve		\$	-								
<b>Other Fees and Charges</b>											
Discount for Early Payment		\$	26,415								
4% Discount permitted by Law for early payment											
		<b>Total Appropriations:</b>	<b>\$ 1,179,967</b>								

**Miromar Lakes  
Community Development District  
General Fund - Budget  
Fiscal Year 2019**

**Capital Improvement Plan - Fiscal Year 2019 through FY 2024**

Description of Capital Items	2019	2020	2021	2022	2023	2024	2025 (and beyond)
<b>Lake System</b>							
<b>Improvements for Water Quality</b>							
Turbidity Screen	\$ 13,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Littoral Shelf - Re-Plantings	\$ 6,000	\$ 6,000	\$ 6,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -
Littoral Shelf - Barrier Installation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub-Total</b>	<b>\$ 19,800</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 2,000</b>	<b>\$ 2,000</b>	<b>\$ 2,000</b>	<b>\$ -</b>
<b>Aeration System</b>							
Lake 6E and 6G - Tubing replacements/weights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake 2A - Compressor and diffusers	\$ -	\$ -	\$ -	\$ -	\$ 14,000	\$ -	\$ -
Lake 1A, 6B, and 6D - Tubing replacements/weights	\$ 10,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake 1B - Tubing replacements/weights	\$ -	\$ 11,750	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Aerator Replacement	\$ -	\$ -	\$ 16,000	\$ 16,000	\$ -	\$ -	\$ -
<b>Sub-Total</b>	<b>\$ 10,800</b>	<b>\$ 11,750</b>	<b>\$ 16,000</b>	<b>\$ 16,000</b>	<b>\$ 14,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Erosion Restoration</b>							
Subdivision Bank Erosion	\$ -	\$ -	\$ -	\$ 120,000	\$ 120,000	\$ -	\$ -
Siena	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Verona Lago	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Valencia	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Portofino	\$ 41,741	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Montebello	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Costa Amalfi	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tivoli	\$ -	\$ 178,820	\$ -	\$ -	\$ -	\$ -	\$ -
Montebello	\$ 100,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellamara	\$ 59,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sorrento	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
San Marino	\$ -	\$ -	\$ 156,552	\$ -	\$ -	\$ -	\$ -
Porta Romano	\$ -	\$ -	\$ 105,226	\$ -	\$ -	\$ -	\$ -
St. Moritz	\$ -	\$ 75,370	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Course	\$ -	\$ -	\$ -	\$ 36,360	\$ -	\$ -	\$ -
Contingencies/CEI Services	\$ 22,188	\$ 27,961	\$ 28,796	\$ 13,200	\$ 13,200	\$ -	\$ -
<b>Sub-Total</b>	<b>\$ 223,894</b>	<b>\$ 282,151</b>	<b>\$ 290,574</b>	<b>\$ 169,560</b>	<b>\$ 133,200</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total: Stormwater Management System</b>	<b>\$ 254,494</b>	<b>\$ 299,901</b>	<b>\$ 312,574</b>	<b>\$ 187,560</b>	<b>\$ 149,200</b>	<b>\$ 2,000</b>	<b>\$ -</b>
<b>Total Capital Improvements:</b>	<b>\$ 254,494</b>	<b>\$ 299,901</b>	<b>\$ 312,574</b>	<b>\$ 187,560</b>	<b>\$ 149,200</b>	<b>\$ 2,000</b>	<b>\$ -</b>
<b>Estimated Cost Per Residential Unit:</b>	<b>\$ 146.71</b>	<b>\$ 172.89</b>	<b>\$ 180.20</b>	<b>\$ 108.13</b>	<b>\$ 86.01</b>	<b>\$ 1.15</b>	<b>\$ -</b>

**Miromar Lakes  
Community Development District**

**Debt Service Fund - Series 2012 Bonds (Refinanced 2000A Bonds) - Budget  
Fiscal Year 2019**

Description	Fiscal Year 2018 Budget	Actual at 03/31/2018	Anticipated Year End 09/30/18	Fiscal Year 2019 Budget
<b>Revenues and Other Sources</b>				
<b>Carryforward</b>	\$ -	\$ -	\$ -	\$ -
<b>Interest Income</b>				
Revenue Account	\$ 30	\$ 2,144	\$ 3,000	\$ 3,000
Reserve Account	\$ 40,000	\$ (1,647)	\$ 5,000	\$ 7,200
Interest Account		\$ -		
<b>Special Assessment Revenue</b>	-			-
Special Assessment - On-Roll	\$ 835,283	\$ 829,241	\$ 835,283	\$ 989,323
Special Assessment - Off-Roll	\$ 160,379	\$ -	\$ 160,379	\$ -
Special Assessment - Prepayment	\$ -	\$ -	\$ -	\$ -
<b>Operating Transfers In.</b>				
Transfer from Series 2000 (Excess)	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 1,035,692</b>	<b>\$ 829,738</b>	<b>\$ 1,003,662</b>	<b>\$ 999,523</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>				
Series A Bonds	\$ 465,000	\$ -	\$ 465,000	\$ 490,000
<b>Principal Debt Service - Early Redemptions</b>				
Series A Bonds	\$ -	\$ -	\$ 130,000	\$ -
<b>Interest Expense</b>				
Series A Bonds	\$ 537,281	\$ 268,641	\$ 537,281	\$ 469,950
<b>Other Fees and Charges</b>				
Discounts for Early Payment	\$ 33,411	\$ -	\$ 33,411	\$ 39,573
<b>Total Expenditures and Other Uses</b>	<b>\$ 1,035,692</b>	<b>\$ 268,641</b>	<b>\$ 1,165,692</b>	<b>\$ 999,523</b>
<b>Net Increase/(Decrease) in Fund Balance</b>	\$ (0)	\$ 561,098	\$ (162,030)	\$ -
<b>Fund Balance - Beginning</b>	\$ 794,981	\$ 794,981	\$ 794,981	\$ 794,981
<b>Fund Balance - Ending</b>	<b>\$ 866,068</b>	<b>\$ 1,356,079</b>	<b>\$ 632,951</b>	<b>\$ 794,981</b>
<b>Restricted Fund Balance:</b>				
Reserve Account Requirement			\$ 381,188	
Restricted for November 1, 2019 Interest Payment			\$ 223,031	
<b>Total - Restricted Fund Balance:</b>			<b>\$ 604,219</b>	

**Miromar Lakes  
Community Development District  
Debt Service Fund - Series 2012 Bonds (Refinanced 2000A Bonds) - Budget  
Fiscal Year 2019**

Description	Prepayments	Principal	Coupon Rate	Interest	Fiscal Year Annual Debt Service
Principal Balance - October 1, 2018	\$	9,640,000	4.875%		
11/1/2018				\$ 234,975.00	
5/1/2019	\$	490,000	4.875%	\$ 234,975.00	\$ 959,950.00
11/1/2019				\$ 223,031.25	
5/1/2020	\$	510,000	4.875%	\$ 223,031.25	\$ 956,062.50
11/1/2020				\$ 210,600.00	
5/1/2021	\$	540,000	4.875%	\$ 210,600.00	\$ 961,200.00
11/1/2021				\$ 197,437.50	
5/1/2022	\$	565,000	4.875%	\$ 197,437.50	\$ 959,875.00
11/1/2022				\$ 183,665.63	
5/1/2023	\$	595,000	5.375%	\$ 183,665.63	\$ 962,331.25
11/1/2023				\$ 169,162.50	
5/1/2024	\$	630,000	5.375%	\$ 169,162.50	\$ 968,325.00
11/1/2024				\$ 153,806.25	
5/1/2025	\$	660,000	5.375%	\$ 153,806.25	\$ 967,612.50
11/1/2025				\$ 137,718.75	
5/1/2026	\$	700,000	5.375%	\$ 137,718.75	\$ 975,437.50
11/1/2026				\$ 120,656.25	
5/1/2027	\$	735,000	5.375%	\$ 120,656.25	\$ 976,312.50
11/1/2027				\$ 102,740.63	
5/1/2028	\$	780,000	5.375%	\$ 102,740.63	\$ 985,481.25
11/1/2028				\$ 83,728.13	
5/1/2029	\$	820,000	5.375%	\$ 83,728.13	\$ 987,456.25
11/1/2029				\$ 63,740.63	
5/1/2030	\$	865,000	5.375%	\$ 63,740.63	\$ 992,481.25
11/1/2030				\$ 42,656.25	
5/1/2031	\$	915,000	5.375%	\$ 42,656.25	\$ 1,000,312.50
11/1/2031				\$ 20,353.13	
5/1/2032	\$	965,000	5.375%	\$ 20,353.13	\$ 1,005,706.25

**Debt Service Fund - Series 2015 Bonds (Refinanced Series 2003 Bonds) - Budget**

**Fiscal Year 2019**

Description	Fiscal Year 2018 Budget	Actual at 03/31/2018	Anticipated Year End 09/30/18	Fiscal Year 2019 - Budget
<b>Revenues and Other Sources</b>				
<b>Carryforward</b>				
Reserve Account	\$ -	\$ -	\$ -	\$ -
Deferred Cost Account	\$ -	\$ -	\$ -	\$ -
Prepayment Account	\$ -	\$ -	\$ -	\$ -
<b>Interest Income</b>				
Reserve Account	\$ 90,000	\$ (2,398)	\$ 5,000	\$ 12,000
Prepayment Account	\$ -	\$ 1,182	\$ 2,400	\$ 2,400
Revenue Account	\$ -	\$ 2,144	\$ 3,000	\$ 3,000
<b>Special Assessment Revenue</b>				
Special Assessment - On-Roll	\$ 256,510	\$ 254,730	\$ 256,510	\$ 576,311
Special Assessment - Off-Roll	\$ 1,179,635	\$ -	\$ 1,179,635	\$ 821,391
Special Assessment - Pepayment		\$ -	\$ -	
<b>Operating Transfers</b>				
Series 03 Reserve Account	\$ -	\$ -	\$ -	\$ -
<b>Bond Proceeds</b>				
		\$ -	\$ -	
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 1,526,145</b>	<b>\$ 255,659</b>	<b>\$ 1,446,545</b>	<b>\$ 1,415,102</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>				
Series 2015 Bonds	\$ 650,000	\$ -	\$ 650,000	\$ 620,000
<b>Principal Debt Service - Early Redemptions</b>				
Series 2015 Bonds	\$ -	\$ 1,580,000	\$ 1,630,000	\$ -
<b>Interest Expense</b>				
Series 2015 Bonds	\$ 865,875	\$ 432,938	\$ 865,875	\$ 765,050
<b>Operating Transfers</b>				
Series 2003 Reserve		\$ -	\$ -	
<b>Other Fees and Charges</b>				
Discounts for Early Payment	\$ 10,260	\$ -	\$ 10,260	\$ 23,052
<b>Total Expenditures and Other Uses</b>	<b>\$ 1,526,135</b>	<b>\$ 2,012,938</b>	<b>\$ 3,156,135</b>	<b>\$ 1,408,102</b>
<b>Net Increase/(Decrease) in Fund Balance</b>	<b>\$ 10</b>	<b>\$ (1,757,279)</b>	<b>\$ (1,709,590)</b>	<b>\$ -</b>
<b>Fund Balance - Beginning</b>	<b>\$ 2,982,849</b>	<b>\$ 2,982,849</b>	<b>\$ 2,982,849</b>	<b>\$ 1,273,259</b>
<b>Fund Balance - Ending</b>	<b>\$ 2,982,859</b>	<b>\$ 1,225,570</b>	<b>\$ 1,273,259</b>	<b>\$ 1,273,259</b>
<b>Restricted Fund Balance:</b>				
Reserve Account Requirement			\$ 695,375	
Restricted for November 1, 2018 Interest Payment			\$ 382,525	
<b>Total - Restricted Fund Balance:</b>			<b>\$ 1,077,900</b>	

Prepared by:

JPWard and Associates, LLC

**Miromar Lakes  
Community Development District**

**Debt Service Fund - Series 2015 - Amortization Schedule  
Debt Service Fund - Series 2015 Bonds (Refinanced Series 2003 Bonds) - Budget**

Description	Principal	Coupon Rate	Interest	Annual Debt Service
Par Outstanding at 10/01/2018	\$ 15,685,000.00			
11/1/2018			\$ 382,525.00	
5/1/2019	\$ 620,000	3.500%	\$ 382,525.00	\$ 1,385,050.00
11/1/2019			\$ 371,587.50	
5/1/2020	\$ 655,000	3.500%	\$ 371,587.50	\$ 1,398,175.00
11/1/2020			\$ 360,125.00	
5/1/2021	\$ 670,000	5.000%	\$ 360,125.00	\$ 1,390,250.00
11/1/2021			\$ 343,375.00	
5/1/2022	\$ 700,000	5.000%	\$ 343,375.00	\$ 1,386,750.00
11/1/2022			\$ 325,875.00	
5/1/2023	\$ 735,000	5.000%	\$ 325,875.00	\$ 1,386,750.00
11/1/2023			\$ 307,500.00	
5/1/2024	\$ 775,000	5.000%	\$ 307,500.00	\$ 1,390,000.00
11/1/2024			\$ 288,125.00	
5/1/2025	\$ 810,000	5.000%	\$ 288,125.00	\$ 1,386,250.00
11/1/2025			\$ 267,875.00	
5/1/2026	\$ 855,000	5.000%	\$ 267,875.00	\$ 1,390,750.00
11/1/2026			\$ 246,625.00	
5/1/2027	\$ 895,000	5.000%	\$ 246,625.00	\$ 1,388,250.00
11/1/2027			\$ 224,250.00	
5/1/2028	\$ 940,000	5.000%	\$ 224,250.00	\$ 1,388,500.00
11/1/2028			\$ 200,750.00	
5/1/2029	\$ 985,000	5.000%	\$ 200,750.00	\$ 1,386,500.00
11/1/2029			\$ 176,125.00	
5/1/2030	\$ 1,035,000	5.000%	\$ 176,125.00	\$ 1,387,250.00
11/1/2030			\$ 150,250.00	
5/1/2031	\$ 1,090,000	5.000%	\$ 150,250.00	\$ 1,390,500.00
11/1/2031			\$ 123,000.00	
5/1/2032	\$ 1,140,000	5.000%	\$ 123,000.00	\$ 1,386,000.00
11/1/2032			\$ 94,500.00	
5/1/2033	\$ 1,200,000	5.000%	\$ 94,500.00	\$ 1,389,000.00
11/1/2033			\$ 64,500.00	
5/1/2034	\$ 1,260,000	5.000%	\$ 64,500.00	\$ 1,389,000.00
11/1/2034			\$ 33,000.00	
5/1/2035	\$ 1,320,000	5.000%	\$ 33,000.00	\$ 1,386,000.00

**Miromar Lakes  
Community Development District**

**Assessment Levy - Summary of All Funds**

**Series 2012 (Refinanced 2000 A Bonds - Phase I)  
Par Amount: \$12,345,000 - 13 Years Remaining**

Phase I Neighborhoods	Original Assessment	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2018-2019 tax payment
Murano	\$ 24,687.00	SF 2	\$ 1,581.85	\$ 526.69	\$ 2,108.54	\$ 16,163.81
Verona Lago	\$ 14,789.00	SF	\$ 949.11	\$ 526.69	\$ 1,475.80	\$ 9,647.50
Isola Bella	\$ 14,789.00	SF	\$ 949.11	\$ 526.69	\$ 1,475.80	\$ 9,647.50
Bellamare	\$ 14,789.00	SF	\$ 949.11	\$ 526.69	\$ 1,475.80	\$ 9,647.50
Ana Capri	\$ 14,789.00	SF	\$ 949.11	\$ 526.69	\$ 1,475.80	\$ 9,647.50
Casteli	\$ 14,789.00	SF	\$ 949.11	\$ 526.69	\$ 1,475.80	\$ 9,647.50
Montelago	\$ 12,324.00	VILLA	\$ 790.93	\$ 526.69	\$ 1,317.62	\$ 8,038.45
Tivoli	\$ 12,324.00	VILLA	\$ 790.93	\$ 526.69	\$ 1,317.62	\$ 8,038.45
St. Moritz	\$ 12,324.00	VILLA	\$ 790.93	\$ 526.69	\$ 1,317.62	\$ 8,038.45
Sienna	\$ 12,324.00	VILLA	\$ 790.93	\$ 526.69	\$ 1,317.62	\$ 8,038.45
Caprini	\$ 12,324.00	VILLA	\$ 790.93	\$ 526.69	\$ 1,317.62	\$ 8,038.45
Porto Romano	\$ 12,324.00	VILLA	\$ 790.93	\$ 526.69	\$ 1,317.62	\$ 8,038.45
Volterra	\$ 12,324.00	VILLA	\$ 790.93	\$ 526.69	\$ 1,317.62	\$ 8,038.45
Portofino	\$ 12,324.00	VILLA	\$ 790.93	\$ 526.69	\$ 1,317.62	\$ 8,038.45
Valencia	\$ 9,859.00	MF	\$ 632.74	\$ 526.69	\$ 1,159.43	\$ 6,431.61
Vivaldi	\$ 9,859.00	MF	\$ 632.74	\$ 526.69	\$ 1,159.43	\$ 6,431.61
Bella Vista	\$ 9,859.00	MF	\$ 632.74	\$ 526.69	\$ 1,159.43	\$ 6,431.61
Mirosol	\$ 9,859.00	MF	\$ 632.74	\$ 526.69	\$ 1,159.43	\$ 6,431.61
San Marino	\$ 9,859.00	MF	\$ 632.74	\$ 526.69	\$ 1,159.43	\$ 6,431.61
Montebello	\$ 9,859.00	MF	\$ 632.74	\$ 526.69	\$ 1,159.43	\$ 6,431.61
Ravenna	\$ 9,859.00	MF	\$ 632.74	\$ 526.69	\$ 1,159.43	\$ 6,431.61
Bellini	\$ 9,859.00	MF	\$ 632.74	\$ 526.69	\$ 1,159.43	\$ 6,431.61
University	\$ -	GOV	\$ -	\$ 3,160.13	\$ 3,160.13	\$ -
Golf Club/Course		GOLF	\$ 148,957.23	\$ 5,266.88	\$ 154,224.11	\$ 762,747.07
Beach Club		BEACH	\$ 14,580.17	\$ -	\$ 14,580.17	\$ 74,681.20

Comparison : Fiscal Year 2017 Assessments						
	SF 2	\$ 1,615.95	\$ 730.72	\$ 2,346.67	\$ 17,163.35	
	SF	\$ 969.57	\$ 730.72	\$ 1,700.29	\$ 10,247.22	
	VILLA	\$ 807.97	\$ 730.72	\$ 1,538.69	\$ 8,538.23	
	MF	\$ 646.38	\$ 730.72	\$ 1,377.10	\$ 6,831.42	
	GOV	\$ -	\$ 4,384.32	\$ 4,384.32	\$ -	
	GOLF	\$ 146,080.85	\$ 7,026.10	\$ 153,106.95	\$ 837,134.75	
	BEACH	\$ 14,298.62	\$ -	\$ 14,298.62	\$ 81,962.39	

**Series 2015 Bonds (Refinanced 2003 A Bonds - Phase II)**  
**Par Amount - \$19,165,000 - 17 Years Remaining**

<b>Phase I Neighborhoods</b>	<b>Original Assessment</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2018-2019 tax payment</b>
Sorrento	\$ 34,794.86	SF 2	\$ 2,461.69	\$ 526.69	\$ 2,988.38	\$ 25,898.50
Salerno I	\$ 34,794.86	SF 2	\$ 2,461.69	\$ 526.69	\$ 2,988.38	\$ 25,898.50
Lugano	\$ 34,794.86	SF 2	\$ 2,461.69	\$ 526.69	\$ 2,988.38	\$ 25,898.50
Salerno II	\$ 34,794.86	SF 2	\$ 2,461.69	\$ 526.69	\$ 2,988.38	\$ 25,898.50
Sardinia	\$ 34,794.86	SF 2	\$ 2,461.69	\$ 526.69	\$ 2,988.38	\$ 25,898.50
Avelino	\$ 34,794.86	SF 2	\$ 2,461.69	\$ 526.69	\$ 2,988.38	\$ 25,898.50
Ancona	\$ 34,794.86	SF 2	\$ 2,461.69	\$ 526.69	\$ 2,988.38	\$ 25,898.50
Bergamo	\$ 34,794.86	SF 2	\$ 2,461.69	\$ 526.69	\$ 2,988.38	\$ 25,898.50
Navona	\$ 25,786.39	Villa 2	\$ 1,827.43	\$ 526.69	\$ 2,354.12	\$ 19,226.06
Cassina	\$ 25,786.39	Villa 2	\$ 1,827.43	\$ 526.69	\$ 2,354.12	\$ 19,226.06
Trevi	\$ 25,786.39	Villa 2	\$ 1,827.43	\$ 526.69	\$ 2,354.12	\$ 19,226.06
Cortona	\$ 25,786.39	Villa 2	\$ 1,827.43	\$ 526.69	\$ 2,354.12	\$ 19,226.06
Villa D/Este	\$ 25,786.39	Villa 2	\$ 1,827.43	\$ 526.69	\$ 2,354.12	\$ 19,226.06
Costa Amalfi	\$ 19,339.79	Villa 1	\$ 1,370.82	\$ 526.69	\$ 1,897.51	\$ 14,422.15
Positano	\$ 19,339.79	MF	\$ 1,370.82	\$ 526.69	\$ 1,897.51	\$ 14,422.15
Future Commercial		COMM	\$ 98,067.89	\$ 25,321.55	\$ 123,389.44	\$ 1,074,741.04
Golf Club/Course		GOLF	\$ 190,995.54	\$ -	\$ 190,995.54	\$ 2,009,424.97

<b>Comparison : Fiscal Year 2017 Assessments</b>						
	SF 2	\$ 2,326.53	\$ 730.72	\$ 3,057.25	\$ 27,059.32	
	Villa 2	\$ 1,727.10	\$ 730.72	\$ 2,457.82	\$ 20,087.50	
	Villa 1	\$ 1,295.56	\$ 730.72	\$ 2,026.28	\$ 15,068.34	
	MF	\$ 1,295.56	\$ 730.72	\$ 2,026.28	\$ 15,068.34	
	COMM	\$ 135,969.67	\$ 35,130.50	\$ 171,100.17	\$ 1,122,895.72	
	GOLF	\$ 173,288.92	\$ -	\$ 173,288.92	\$ 2,099,458.95	

**Miromar Lakes Community Development District  
O&M ERU's**

Platted/Sold	FY 2018	FY 2019			Total Units
		On Roll	Direct Bill	Change	
Verona Lago	62	62			62
Bellamare	20	20			20
Isola Bella	13	13			13
Anacapri	10	10			10
Castelli	8	8			8
Murano	19	19			19
Costa Amalfi	16	16			16
Sorrento	11	11			11
Monte Lago	30	30			30
Siena	27	27			27
Tivoli	76	76			76
St Moritz	37	37			37
Caprini	27	27			27
Porto Romano	55	55			55
Portofino	20	20			20
Voterra	12	12			12
Valencia	80	80			80
Bella Vista	60	60			60
Vivaldi	60	60			60
Mirasol Phase I	110	110			110
Mirasol Phase II	114	57		(57)	57
San Marino	160	160			160
Montebello	40	40			40
Ravenna	60	60			60
Bellini	60	60			60
Navona	18	18			18
Salerno	10	10			10
Sardinia	8	8			8
Cassina	23	23			23
Lugano	11	11			11
Salerno II	22	22			22
Villa D'Este	12	12			12
Avellion	0	12		12	12
Ancona	0	6		6	6
Bergamo	0	6		6	6
Trevi	0	11		11	11
Cortona	0	19		19	19
<b>Total Platted/Sold</b>					
<b>Unplatted (direct billed)</b>					
Future residential	587		450	-137	450
Future commercial	50		50		50
<b>Other</b>					
Golf Club	10	10			10
Government Parcel	6	6			6
	<b>1944</b>	<b>1304</b>	<b>500</b>	<b>(140)</b>	<b>1804</b>

Prepared by:  
AJC Associates, LLC

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

---

(space above this line for recording data)

## **ACCESS EASEMENT**

**THIS ACCESS EASEMENT** (this "**Easement**") is made and executed as of this \_\_\_ day of April, 2018 by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**") in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334, its successors and assigns ("**Grantee**").

### WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration set forth in this Easement paid by Grantee, the receipt of which is acknowledged, conveys, grants, bargains and sells unto Grantee a perpetual, non-exclusive easement, license and privilege for pedestrian and vehicular ingress and egress on, over and within that certain real property in Lee County, Florida legally described on **Exhibit "A"** attached and made a part of this Easement (the "**Easement Area**").

Grantor will be responsible for the maintenance, repair and replacement of the improvements located on the Easement Area (above the control elevation), at its sole cost and expense, except to the extent the cost or expense is the result of damage caused by Grantee, in which instance Grantee will restore any damage caused by Grantee to the Easement Area. Grantor will not interfere with Grantee's right to enter upon the Easement Area pursuant to the terms of this Easement. Grantor reserves the respect to designate the location and path of ingress and egress within the Easement Area so that Grantee's use is compatible with Grantor's use of the open space; provided, however, that such designation shall not unreasonably impair or limit Grantee's access rights.

This Easement will be a covenant running with the land and will be binding upon and inure to the benefit of the parties to this Easement.

Grantor warrants that it is lawfully seized in fee simple of the land upon which this Easement is situated and it has good and lawful authority to convey this Easement.

*{Remainder of page intentionally left blank. Signatures begin on next page.}*

The Grantor executes this Easement as of the date first written above.

**GRANTOR:**

**MIROMAR LAKES MASTER  
ASSOCIATION, INC.**  
a Florida not-for-profit corporation

Witnesses:

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

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

By: \_\_\_\_\_  
**Tim Byal, President**

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of April, 2018, by Tim Byal, as President Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**ACCEPTED BY GRANTEE:**

**MIROMAR LAKES COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

Witnesses:

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

By: \_\_\_\_\_  
**David Herring, Chairman**

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

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF LEE             )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of April, 2018, by David Herring, as Chairman of Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**Exhibit "A"**  
Easement Area

Tract "OS1" of the Miromar Lakes Unit XVI - Positano, recorded at Instrument Number 2016000069611 of the Public Records of Lee County, Florida.

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

---

(space above this line for recording data)

## **ASSIGNMENT OF DEDICATION (Miromar Lakes Unit XVI-Positano)**

**THIS ASSIGNMENT OF DEDICATION** (“**Assignment**”) is made and executed this \_\_\_\_ day of April 2018, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Assignor**”) in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Assignee**”).

Assignor grants, conveys, assigns, and transfers to Assignee, its legal representatives, successors and assigns the rights and privileges that Assignor has or may have under the laws of the State of Florida or otherwise, and all right, title and interest in, to, and under that certain dedication referenced as Tract “L1” in Dedication A.1 (“**Dedication**”) of that certain plat of Miromar Lakes Unit XVI-Positano, recorded at Instrument No. 2016000069611 of the Public Records of Lee County, Florida (“**Plat**”) (but reserving to Assignor the right to utilize and benefit from any other easements or rights otherwise dedicated to Assignor over Tract L1 pursuant to the Plat).

Assignor assigns the Dedication to Assignee, its legal representatives, successors and assigns to and for its use forever with the right of substitution and subrogation to Assignee in and to all covenants and warranties given or made with respect to the Dedication or any part of the Dedication to the extent the covenants and warranties are assignable or can be enforced, at Assignee’s expense, and for Assignee’s benefit.

Assignor, for itself and its legal representatives, successors and assigns, covenants to Assignee, its legal representatives, successors and assigns that (1) Assignor is the lawful owner of the Dedication; (2) the Dedication is free from all encumbrances; (3) Assignor has good right to assign the Dedication; and (4) it will warrant and defend this Assignment of Dedication unto Assignee, its legal representatives, successors and assigns against lawful claims and demands of all persons and entities.

Assignor has caused this Assignment to be executed as of the day and year first written above.

*[Remainder of page intentionally left blank. Signatures begin on the following page.]*

**MIROMAR LAKES MASTER  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

By: \_\_\_\_\_  
Tim Byal, President

Signed, and delivered in the presence of:

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Signature of Witness

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

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF LEE             )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of April, 2018, by Tim Byal, as President of Miromar Lakes Master Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**ACCEPTANCE BY ASSIGNEE**

The foregoing Assignment of Dedication is accepted as of the date first above written by MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT.

**MIROMAR LAKES COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Herring, Chairman

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF LEE             )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of \_\_\_\_\_, 2018, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

This instrument was prepared by  
and to be returned to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Ste 305  
Estero, FL 33928  
239-390-5100

Parcel ID No.: 13-46-25-L1-080L1.00CE  
Consideration: \$10.00

Above space reserved for Clerk's office

---

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made this \_\_\_ day of April 2018, by **MIROMAR LAKES, LLC**, a Florida limited liability company, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928 (“Grantor”), to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is 2900 Northeast 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334 (“Grantee”).

The Grantor, in consideration for the amount of TEN and No/100 (\$10.00) DOLLARS, and good and valuable consideration set forth in this Special Warranty Deed, the receipt of which is acknowledged, grants, bargains, sells, and conveys unto the Grantee and its successors and assigns forever, all of that certain parcel of land situated in the of County Lee, State of Florida, more particularly described as follows (the “Property”):

*Tract “L1” of the Miromar Lakes Unit XVI - Positano, recorded at Instrument Number 2016000069611 of the Public Records of Lee County, Florida.*

**THIS PROPERTY TAKEN SUBJECT TO:** Taxes and assessments for the current and subsequent years; Applicable comprehensive plans, or elements or portions of them, land development regulations including zoning and subdivision ordinances, development orders, development permits, and other regulations and conditions of all governmental agencies concerning the Property; and the covenants, easements, restrictions and other matters of public record.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, remainder and easements belonging or in anywise appertaining to it.

**TO HAVE AND TO HOLD** the same in fee simple forever.

The Grantor covenants to the Grantee that at the time of delivering this Special Warranty Deed it is lawfully seized of the Property, that it has good right and lawful authority to sell and convey the Property; and the Grantor fully warrants the title to the Property, and will defend it against lawful claims of all persons whomsoever claiming by, through or under the Grantor but against no others.

The Grantor has executed this Special Warranty Deed as of the day and year first written above.

**WITNESSES:**

**MIROMAR LAKES, LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature of witness

By: Miromar Development Corporation, a Florida corporation

\_\_\_\_\_  
Printed name of witness

Its: Sole Member

\_\_\_\_\_  
Signature of witness

By: \_\_\_\_\_  
**Robert B. Roop, Executive Vice President**

\_\_\_\_\_  
Printed name of witness

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April 2018, by **ROBERT B. ROOP**, as Executive Vice President of Miromar Development Corporation, a Florida corporation, on behalf of the corporation as the Sole Member of **MIROMAR LAKES, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me.

(Seal)

\_\_\_\_\_  
Notary Public, State of Florida

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

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

This instrument was prepared by  
and to be returned to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
(239) 390-5100

Parcel ID No.: 13-46-25-L1-080L1.00CE

Above space reserved for Clerk's office

---

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is made this \_\_\_\_ day of April 2018, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as grantor ("Grantor") to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 2900 Northeast 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334, as grantee ("Grantee");

Grantor quitclaims and assigns unto Grantee, its successors and assigns forever, Grantor's interest in that certain parcel of land situated in the County of Lee, State of Florida, together with the responsibility for maintenance, which is more particularly described as follows ("Property"):

**Tract "L1" of the Miromar Lakes Unit XVI - Positano, recorded at Instrument Number 2016000069611 of the Public Records of Lee County, Florida.**

**THIS PROPERTY IS TAKEN SUBJECT TO** real property taxes and assessment for the current and subsequent years and covenants, easements, restrictions and other matters of public record.

**THIS PROPERTY IS CONVEYED SUBJECT TO, AND GRANTOR SPECIFICALLY RESERVES** to Grantor, its successors and assigns, the following: an easement for ingress and egress and easements for maintenance and right of entry for the safety and welfare of the residents of Miromar Lakes, to abate nuisances and inspect for the purpose of ensuring compliance with the rules and regulations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for the Miromar Lakes Beach and Golf Club recorded at Book 3343, Page 0294, et seq. of the Public Records of Lee County, Florida, as amended ("Declaration"), on, over and across the Property for the benefit of Grantor, its successors and assigns, and Miromar Lakes Master Association, Inc., its employees, members, guests, invitees, agents and contractors as set forth in Article 22 of the Declaration.

Grantor has executed this quitclaim deed as of the day and year first written above.

*[Signature Page Immediately Follows This Page.]*

WITNESSES:

**MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
Signature of Witness

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

By: \_\_\_\_\_  
Tim Byal, President

\_\_\_\_\_  
Signature of Witness

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

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2018, by **Tim Byal** as President, on behalf of the corporation. He is personally known to me.

(Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Expiration Date:

This instrument was prepared by  
and to be returned to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
(239) 390-5100

PID#: 13-46-25-L1-08OS1.00CE

Above space reserved for Clerk's office

---

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** made this \_\_\_\_ day of April 2018, by **MIROMAR LAKES, LLC**, a Florida limited liability company, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as Grantor to **MIROMAR LAKES MASTER ASSOCIATION, INC**, a Florida not-for-profit corporation, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as Grantee.

The Grantor quitclaims and assigns unto the Grantee, its successors and assigns forever, Grantor's interest in that certain parcel of land situated in the County of Lee, State of Florida, together with the responsibility for maintenance, which is more particularly described as follows:

*Tract "OS1" of the Miromar Lakes Unit XVI - Positano, recorded at Instrument Number 2016000069611 of the Public Records of Lee County, Florida.*

**THIS PROPERTY IS TAKEN SUBJECT TO** real property taxes and assessment for the current and subsequent years and covenants, easements, restrictions and other matters of public record.

The Grantor has executed this quitclaim deed as of the day and year first written above.

**WITNESSES:**

**MIROMAR LAKES, LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature of witness

By: Miromar Development Corporation, a Florida corporation

\_\_\_\_\_  
Printed name of witness

Its: Sole Member

\_\_\_\_\_  
Signature of witness

By: \_\_\_\_\_  
**Robert B. Roop, Executive Vice President**

\_\_\_\_\_  
Printed name of witness

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April 2018, by Robert B. Roop, as Executive Vice President of Miromar Development Corporation, a Florida corporation, on behalf of the corporation as the Sole Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

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

(type or print)

My commission expires:



EXHIBIT 'A'

MIROMAR LAKES UNIT XVI - POSITANO

A SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

INSTRUMENT NO 2016000069611 SHEET 1 of 2

DEDICATIONS/RESERVATIONS

MIROMAR LAKES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED IN THIS PLAT ("OWNER") HAVE CAUSED THIS PLAT OF "MIROMAR LAKES UNIT XVI - POSITANO, A SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA" TO BE MADE AND DEDICATES AND RESERVES AS FOLLOWS:

A. DEDICATES TO MIROMAR LAKES MASTER ASSOCIATION:

- 1. TRACT "L1" FOR LAKE AND DRAINAGE EASEMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
2. ALL LAKE MAINTENANCE EASEMENTS (LME) AS SHOWN ON THE MAP FOR MAINTENANCE PURPOSES.
3. TRACT "OS1" AS OPEN SPACE, FOR PURPOSES THAT INCLUDE, BUT ARE NOT LIMITED TO LANDSCAPING, STORMWATER MANAGEMENT, MAINTENANCE, NEIGHBORHOOD SIGNS, PERIMETER WALLS AND EMBANKMENT PURPOSES.

B. DEDICATE TO MIROMAR LAKES MASTER ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, TROPICAL WATER SUPPLY COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND TO ALL LICENSED PUBLIC AND PRIVATE UTILITIES...

- 1. ALL PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN ON THIS PLAT FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF THEIR FACILITIES, INCLUDING, BUT NOT LIMITED TO: CABLE TELEVISION SERVICES, TELEPHONE, GAS, ELECTRIC OR OTHER PUBLIC UTILITY PURPOSES...

C. DEDICATE TO LEE COUNTY UTILITIES AND IT'S SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION AND SANITARY SEWER COLLECTION SERVICES:

- 1. NON-EXCLUSIVE UTILITY EASEMENTS (LCUE) AS SHOWN AND/OR NOTED HEREIN SUBJECT TO A RIGHT OF ACCESS TO THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND TO ANY PUBLIC OR PRIVATE UTILITY, OVER AND THROUGH THE DESCRIBED LEE COUNTY UTILITY EASEMENTS.

THIS PLAT SIGNED BY OWNER ON THIS 10th DAY OF March, 2016, A.D.

Witness Name: Mark Ceschwendt, James L. Wilson
MIROMAR LAKES, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: MIROMAR DEVELOPMENT CORPORATION, ITS MANAGING MEMBER
ROBERT B. ROOP VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA COUNTY OF COLLIER
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF March, 2016, BY ROBERT B. ROOP, AS THE VICE-PRESIDENT OF MIROMAR DEVELOPMENT CORPORATION...

Notary Public Signature: Nannette S. Utzinger
Notary Public Printed Name: Nannette S. Utzinger



NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

NOTICE:

LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

GENERAL NOTES

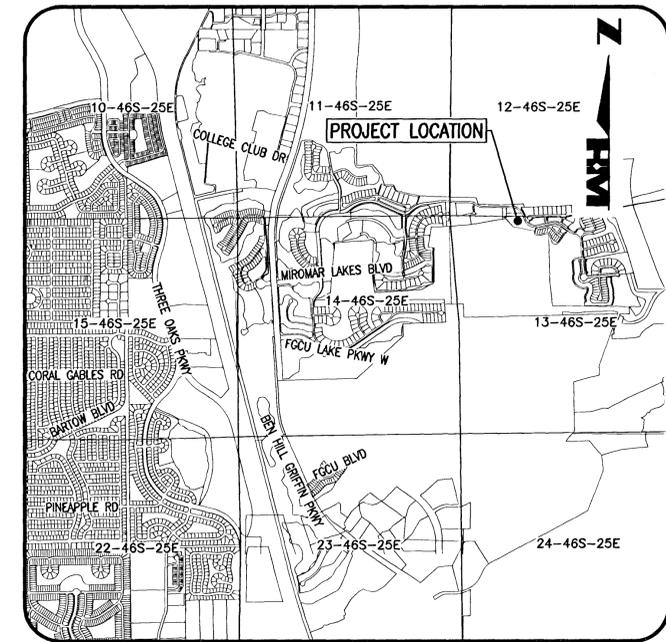
- 1. BEARINGS REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF MIROMAR LAKES PARKWAY, ON THE EAST SIDE OF THE PLAT AS BEING S23°41'27"E.
2. DISTANCES ARE IN FEET AND DECIMALS.
3. TITLE CERTIFICATION RESERVATIONS & EASEMENT DOCUMENTS AFFECTING THE PLAT AND BEING BLANKET IN NATURE:
- O.R. 2497 PG. 1574 (COVENANTS CONDITIONS AND RESTRICTIONS)
- O.R. 2497 PG. 1569 (EASEMENT AGREEMENT)
- O.R. 3165 PG. 1800, O.R. 3188 PG. 4387, INST. 2015000198820 (RESTRICTIONS AND RESERVATIONS)
- O.R. 3343, PG. 294, O.R. 3550, PG. 1164, O.R. 3858, PG. 3339, O.R. 4553, PG. 4015, INST. NO. 2005000181262, INST. NO. 2009000218161, INST. NO. 2011000027341, INST. NO. 2011000027342, INST. NO. 201200150743, INST. NO. 2013000013274, INST. NO. 2014000139879 (DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS)
- INST. NO. 2005000142563 (LAKE EASEMENT)

LEGEND

- PERMANENT REFERENCE MONUMENT (PRM), SET 5/8" IRON PIN WITH CAP STAMPED "PRM LB1772"
PERMANENT REFERENCE MONUMENT, FOUND 4"x4" CONCRETE MONUMENT STAMPED "PRM LB1772"
POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY, POINT OF COMPOUND CURVATURE OR POINT OF REVERSE CURVATURE.

- C1 = SEE CURVE TABLE
CH. = CHAPTER
F.S. = FLORIDA STATUTES
INST. = INSTRUMENT
L1 = SEE LINE TABLE
LCUE = LEE COUNTY UTILITY EASEMENT
LME = LAKE MAINTENANCE EASEMENT
NO. = NUMBER
O.R. = OFFICIAL RECORDS
POB = POINT OF BEGINNING
PG. = PAGE
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
PUE = PUBLIC UTILITY EASEMENT
R/W = RIGHT-OF-WAY

LOCATION MAP 1" = 2000'



LEGAL DESCRIPTION

A PARCEL LOCATED IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF TRACT "B-1", ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MIROMAR LAKES PARKWAY, AS SHOWN ON THE PLAT OF MIROMAR LAKES UNIT XIII - COSTA AMALFI, AS RECORDED IN INSTRUMENT NUMBER 2008000338718 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "B-1", RUN S02°46'11"E FOR A DISTANCE OF 21.68 FEET; THENCE CONTINUING ALONG SAID TRACT "B-1", RUN S02°46'11"E FOR A DISTANCE OF 21.68 FEET; THENCE CONTINUING ALONG SAID TRACT "B-1", RUN S15°40'27"W FOR A DISTANCE OF 60.21 FEET; THENCE LEAVING SAID TRACT "B-1", RUN N79°32'52"W FOR A DISTANCE OF 536.79 FEET; THENCE RUN N41°43'09"W FOR A DISTANCE OF 264.16 FEET; THENCE RUN S80°32'55"W FOR A DISTANCE OF 73.06 FEET; THENCE RUN N00°16'57"W FOR A DISTANCE OF 43.70 FEET; THENCE RUN N89°43'03"E FOR A DISTANCE OF 91.74 FEET; THENCE RUN N00°46'49"E FOR A DISTANCE OF 233.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MIROMAR LAKES PARKWAY; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MIROMAR LAKES PARKWAY, AS SHOWN ON THE PLAT OF MIROMAR LAKES UNIT XI - PENINSULA, AS RECORDED IN INSTRUMENT NUMBER 2006000456819 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA THE FOLLOWING FOUR (4) DESCRIBED COURSES: 1) THENCE RUN S89°44'39"E FOR A DISTANCE OF 114.39 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; 2) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 282.50 FEET, AT A BEARING OF S00°15'21"W THEREFROM, THROUGH A CENTRAL ANGLE OF 66°03'12", SUBTENDED BY A CHORD OF 307.94 FEET, AT A BEARING OF S56°43'03"E, FOR AN ARC LENGTH OF 325.68 FEET; 3) THENCE RUN S23°41'27"E FOR A DISTANCE OF 165.64 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; 4) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 267.50 FEET, THROUGH A CENTRAL ANGLE OF 69°04'44", AND BEING SUBTENDED BY A CHORD OF 303.33 FEET AT A BEARING OF S58°13'49"E, FOR AN ARC LENGTH OF 322.51 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 198,372 SQUARE FEET OR 4.55 ACRES, MORE OR LESS.

COUNTY APPROVALS:

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 4th DAY OF APRIL, 2016.

Franklin B. Mann, Board Chair; Linda Doggett, Clerk of Court

David M. Loveland, Director, Department of Community Development; Benjamin H. Dickson, Manager, Development Services

John J. Fredyma, Senior Assistant County Attorney

CLERK OF COURT CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF "MIROMAR LAKES UNIT XVI - POSITANO, A SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA", WAS FILED FOR RECORD AT 3:03 P.M., THIS 4th DAY OF APRIL, 2016 AND DULY RECORDED AS INSTRUMENT NUMBER 2016000069611, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Linda Doggett, Lee County Clerk of Court

REVIEW BY COUNTY PROFESSIONAL SURVEYOR & MAPPER:

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENT OF F.S. CH. 177, PART I.

Gary W. Rashford, P.S.M. LS6305, Lee County Designated P.S.M.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF "MIROMAR LAKES UNIT XVI - POSITANO, A SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRMs) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

Thomas M. Murphy, P.S.M. #5628



THIS INSTRUMENT WAS PREPARED BY THOMAS M. MURPHY, P.S.M. #5628

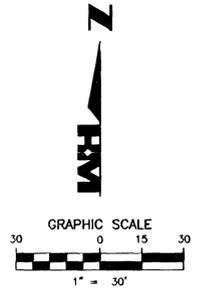


LD02015-00547/PLT2015-00032

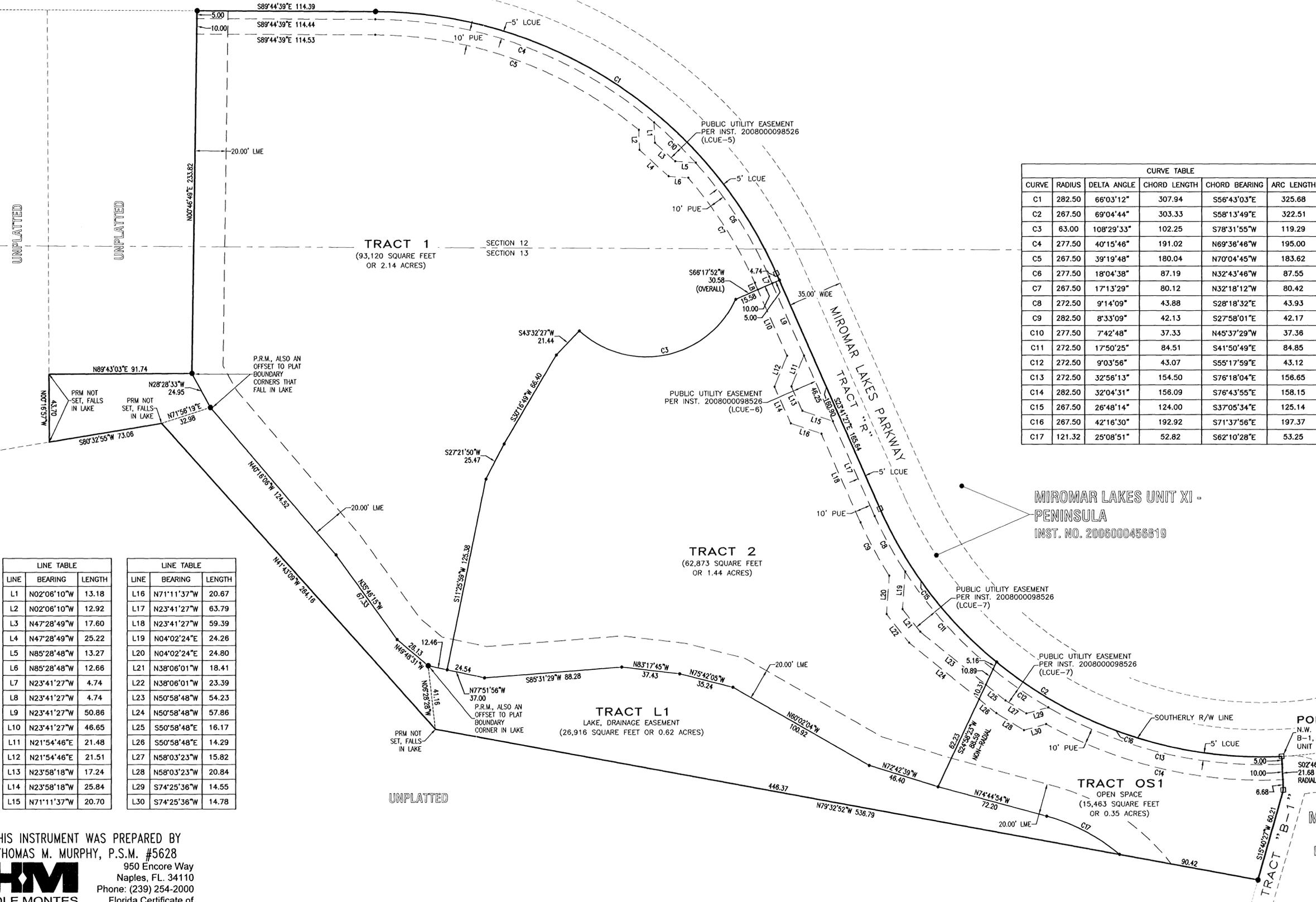
# MIROMAR LAKES UNIT XVI – POSITANO

## A SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

INSTRUMENT NO. 2016000069611  
SHEET 2 of 2



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	282.50	66°03'12"	307.94	S56°43'03"E	325.68
C2	267.50	69°04'44"	303.33	S58°13'49"E	322.51
C3	63.00	108°29'33"	102.25	S78°31'55"W	119.29
C4	277.50	40°15'46"	191.02	N69°36'46"W	195.00
C5	267.50	39°19'48"	180.04	N70°04'45"W	183.62
C6	277.50	18°04'38"	87.19	N32°43'46"W	87.55
C7	267.50	17°13'29"	80.12	N32°18'12"W	80.42
C8	272.50	9°14'09"	43.88	S28°18'32"E	43.93
C9	282.50	8°33'09"	42.13	S27°58'01"E	42.17
C10	277.50	7°42'48"	37.33	N45°37'29"W	37.36
C11	272.50	17°50'25"	84.51	S41°50'49"E	84.85
C12	272.50	9°03'56"	43.07	S55°17'59"E	43.12
C13	272.50	32°56'13"	154.50	S76°18'04"E	156.65
C14	282.50	32°04'31"	156.09	S76°43'55"E	158.15
C15	267.50	26°48'14"	124.00	S37°05'34"E	125.14
C16	267.50	42°16'30"	192.92	S71°37'56"E	197.37
C17	121.32	25°08'51"	52.82	S62°10'28"E	53.25



LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N02°06'10"W	13.18	L16	N71°11'37"W	20.67
L2	N02°06'10"W	12.92	L17	N23°41'27"W	63.79
L3	N47°28'49"W	17.60	L18	N23°41'27"W	59.39
L4	N47°28'49"W	25.22	L19	N04°02'24"E	24.26
L5	N85°28'48"W	13.27	L20	N04°02'24"E	24.80
L6	N85°28'48"W	12.66	L21	N38°06'01"W	18.41
L7	N23°41'27"W	4.74	L22	N38°06'01"W	23.39
L8	N23°41'27"W	4.74	L23	N50°58'48"W	54.23
L9	N23°41'27"W	50.86	L24	N50°58'48"W	57.86
L10	N23°41'27"W	46.65	L25	S50°58'48"E	16.17
L11	N21°54'46"E	21.48	L26	S50°58'48"E	14.29
L12	N21°54'46"E	21.51	L27	N58°03'23"W	15.82
L13	N23°58'18"W	17.24	L28	N58°03'23"W	20.84
L14	N23°58'18"W	25.84	L29	S74°25'36"W	14.55
L15	N71°11'37"W	20.70	L30	S74°25'36"W	14.78

LDO2015-00547/PLT2015-00032  
\\hmn-005\hmn01-202\l2015-00032\SURVEY\Projects\By Name Or Location\l2015-00032\Positano Plat.dwg (2/14/2016 8:33:59 AM) Printed by: R.A.K.

THIS INSTRUMENT WAS PREPARED BY  
**THOMAS M. MURPHY, P.S.M. #5628**  
950 Encore Way  
Naples, FL, 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No. 1772





BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number:  
(239) 533-8356

John E. Manning  
*District One*

January 25, 2018

Cecil L. Pendergrass  
*District Two*

DEVELOPMENT ORDER  
CERTIFICATE OF COMPLIANCE

Larry Kiker  
*District Three*

Brian Hamman  
*District Four*

Frank Mann  
*District Five*

PROJECT NAME: SARDINIA AT MIROMAR LAKES

Roger Desjarlais  
*County Manager*

D.O. NUMBER: DOS2016-00095

Richard Wm. Wesch  
*County Attorney*

BUILDING PERMIT: Phase # 1 Only

Donna Marie Collins  
*Hearing Examiner*

This Certificate of Compliance certifies that the above mentioned development, as determined by an on-site inspection performed by Lee County on 1/24/2018 is completed to the specifications of the approved development order plans and is hereby declared to be in substantial compliance with the Final Development Order.

LEE COUNTY  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
Development Services Division

Lloyd M Nixon

Development Review Representative



Civil Engineering/Roadway  
& Highway Design  
Coastal Engineering  
Code Enforcement  
Construction Engineering  
& Inspection (CEI)  
Construction Services  
Contract Government  
Services  
Data Technologies &  
Development  
Electrical Engineering  
Emergency Management  
Engineering  
Environmental Services  
Facilities Management  
Geographic Information  
Systems (GIS)  
Indoor Air Quality  
Land Development  
Landscape Architecture  
Municipal Engineering  
Planning  
Redevelopment  
Surveying & Mapping  
Traffic Engineering  
Transportation Planning  
Urban Design  
Water/Wastewater  
Treatment Facilities  
Website Development/  
Computer Graphics

**GSA Contract Holder**

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

[www.cgasolutions.com](http://www.cgasolutions.com)

## Memorandum

Date: June 1, 2018  
To: James P. Ward- District Manager  
From: Bruce Bernard - Field Manager  
Paul Cusmano – Asset Manager  
Subject: Miromar Lakes CDD  
Asset Management Report- May 2018  
CGA Project # 13-5692

---

### Lake Maintenance

Asset Management staff directed the CDD's landscape contractor, BrightView, to clear debris from the water channel and banks on the south side of the Miromar Lakes control structure (weir). The contractor removed the debris / material along the edge of the conservation easement for approximately 400 linear feet (400 L.F.) to allow conveyance of run-off to flow unimpeded through this area for natural drainage movement.

### Landscape Maintenance

CDD staff has received three (3) bids for the replanting of portions of the Ben Hill Griffin Parkway (west side berm) due to damage resulting from the effects of Hurricane Irma. Crawford Landscaping was deemed the lowest responsive bidder, and will commence with this work starting in June 2018. The replanting efforts are to be completed within 30 days from the start of the project.

CDD staff has been in contact with the State of Florida regarding filling out and filing the necessary documents needed by the State in conjunction with the FEMA Debris Recovery Grant Funds which are to be sent to the State by FEMA, once approved. CGA staff is processing and forwarding the requested debris



Civil Engineering/Roadway  
& Highway Design  
Coastal Engineering  
Code Enforcement  
Construction Engineering  
& Inspection (CEI)  
Construction Services  
Contract Government  
Services  
Data Technologies &  
Development  
Electrical Engineering  
Emergency Management  
Engineering  
Environmental Services  
Facilities Management  
Geographic Information  
Systems (GIS)  
Indoor Air Quality  
Land Development  
Landscape Architecture  
Municipal Engineering  
Planning  
Redevelopment  
Surveying & Mapping  
Traffic Engineering  
Transportation Planning  
Urban Design  
Water/Wastewater  
Treatment Facilities  
Website Development/  
Computer Graphics

**GSA Contract Holder**

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

[www.cgasolutions.com](http://www.cgasolutions.com)

removal documentation required enabling the State to disburse reimbursement to Miromar Lakes CDD.

### Stormwater Maintenance

The CDD contractor, M.R.I., is proceeding with the initial cleaning of the previously identified drainage catch basins and lake interconnects. CDD staff has also requested additional quotes to clean the catch basins within the Miromar Lakes subdivisions, highlighted in the inspection report prepared by M.R.I., which have over 25% of organic material present in the structures or drainage runs.

### Permit Compliance

SFWMD Notice of Inspection letter dated September 18, 2015, remaining open items / updates are as follows:

1. Application – Miromar Lakes Phase 1
  - a. Lake bank erosion - Erosion to the lake shoreline has occurred in some areas of Lakes 6G, 6I, and 6J. Lake 6I has a drop of four (4) feet between lots. Also, erosion has occurred near control structure CS#1. Restore the lake shorelines to substantial compliance with permit.

Shoreline erosion mitigation efforts have been incorporated into the CCD Capital Improvements budget(s) from 2016-2020. The CDD itself has taken efforts to implement the maintenance repairs with prior approval from affected Home Owners Associations (HOA's). Shoreline erosion mitigation has begun, and has been completed in four of the fourteen subdivisions requiring remedial measures. The lake shorelines that have been addressed are in the Vivaldi, Bellamare, and Valencia subdivisions.
  
2. Application 030128-2 Mediterranean Village Phase 4 Vivaldi
  - a. Lake bank erosion - Erosion to lake shoreline has occurred in some areas on Lake 6H. Restore the lake shoreline to comply with permit.



**Calvin, Giordano & Associates, Inc.**  
E X C E P T I O N A L   S O L U T I O N S <sup>™</sup>

Shoreline erosion mitigation efforts for this permit will be addressed within the Capital Improvements budget year 2018-2019 within the Monte Bella subdivision.

Civil Engineering/Roadway  
& Highway Design  
Coastal Engineering  
Code Enforcement  
Construction Engineering  
& Inspection (CEI)  
Construction Services  
Contract Government  
Services  
Data Technologies &  
Development  
Electrical Engineering  
Emergency Management  
Engineering  
Environmental Services  
Facilities Management  
Geographic Information  
Systems (GIS)  
Indoor Air Quality  
Land Development  
Landscape Architecture  
Municipal Engineering  
Planning  
Redevelopment  
Surveying & Mapping  
Traffic Engineering  
Transportation Planning  
Urban Design  
Water/Wastewater  
Treatment Facilities  
Website Development/  
Computer Graphics

***GSA Contract Holder***

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

[www.cgasolutions.com](http://www.cgasolutions.com)