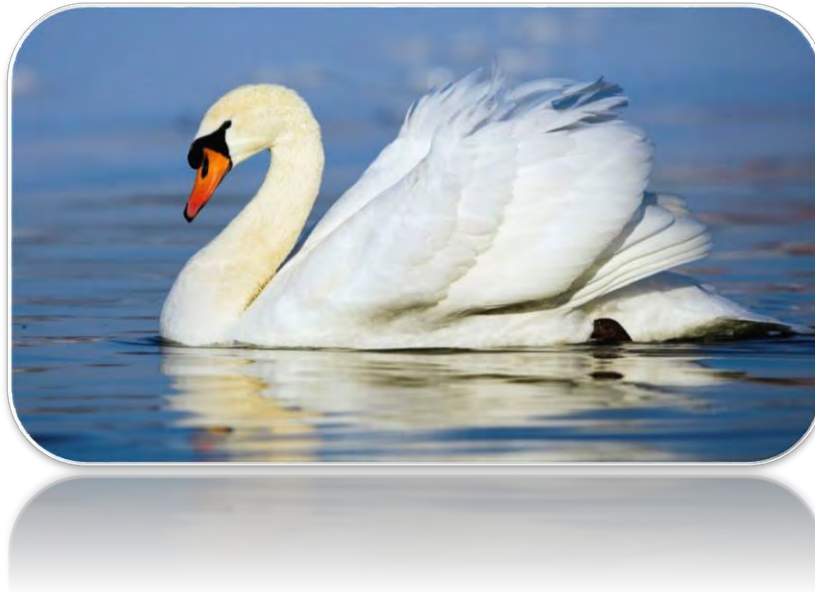


MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

MAY 9, 2024

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

May 2, 2024

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, May 9, 2024, at 2:00 P.M.** in the **Library at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

The following Webex link and telephone number are provided to join/watch the meeting remotely:

<https://districts.webex.com/districts/j.php?MTID=m1eb6cd363a74b1068da0072f6bd1c2a3>

Access Code: **2349 547 8027**, Event Password: **Jpward**

Phone: **408-418-9388** and enter the access code **2349 547 8027**, password: **Jpward (579274** from phones) to join the meeting.

Agenda

1. Call to Order & Roll Call.
2. Consideration of Minutes:
 - I. April 11, 2024 – Regular Meeting.
3. Fiscal Year 2025 Budget.
 - I. Chairman’s Report on Discussion with Miromar Development (Master HOA)
 - II. Agreement with Master HOA for Landscaping (Restoration from Hurricane Damage).
 - III. Landscaping Berm Ownership adjacent to Esplanade Lake Club.
 - IV. Landscaping Restoration from prior Hurricanes.
 - V. Budget Discussion & Timeline
4. Staff Reports.
 - I. District Attorney
 - II. District Engineer
 - III. District Asset Manager
 - a) Waterway Inspection – April 26, 2024.

- IV. District Manager
 - a) Florida Law changes to Form 1 Filings.
 - b) Supervisor of Elections Qualified Elector Report as of April 15, 2024.
 - c) **Important Board Meeting Dates for Balance of Fiscal Year 2024.**
 1. Candidate Qualifying period: June 10 through June 14, 2024 (Seats 4 & 5).
 - d) Financial Statement for period ending April 30, 2024 (unaudited).
5. Supervisor's Requests and Audience Comments.
 - I. Supervisor Mike Weber: Ravenna Water Management System turnover.
6. Announcement of Next Meeting – **June 13, 2024**
7. Adjournment.

Staff Review

The first order of business is the call to order & roll call.

The second order of business is the consideration of the Minutes from the Miromar Lakes Community Development District Board of Supervisors Regular Meeting held on April 11, 2024.

The third order of business is the discussion of the District's Budget for the Fiscal Year 2025 Budget, which includes the discussion of the restoration of the landscaping that has been damaged in prior years from hurricanes, and which has not been restored as of this date.

The District's Chairman will provide an update on discussions with the Developer at the meeting.

The Agreement between the District and the Master HOA is enclosed. In summary, this is a continuing agreement, from year to year, unless terminated by either party.

The District's right to terminate the agreement is at any time on 90 days' notice. This right is not tied to the District's Fiscal Year end. The Association may terminate the Agreement on September 30th of each year, upon written notice of termination, no later than May 30th of that year.

Additionally, there is a provision (Section 5 – Modifications to the Landscaping) in the agreement, which reserves the right of the District to modify or enhance the Landscaping at its discretion. Written notice to the Master HOA must be provided 30 days in advance of the notice, which triggers the right of the Master HOA to terminate the Agreement during the 30-day period.

Finally, the Association may also make material modifications to the landscaping with prior consent of the District.

Next, as a part of the discussion on landscaping, the question was raised as to the ownership of the Berm that abuts the ML CDD and the neighboring Esplanade Community. The berm is owned by the Miromar Lakes CDD, and both a map of the location and the deed transferring the berm from Miromar Development to the CDD is also attached.

Finally, attached is the landscaping replacement cost analysis that was discussed at the April 11th Board Meeting, which led to the discussions regarding the agreement with the Master HOA to maintain the landscaping, and to fund any Hurricane damage from the HOA general reserves. The excerpts of those meetings are also attached for reference.

In order to ensure the Board has sufficient time to review and comment on the proposed Budget, the following timeline is planned:

Date of Action	Action Required	Description
May 9, 2024	None	Budget Workshop
June 12, 2024	None	Budget Workshop
July 11, 2024	Final Decision on Proposed Budget	Final Workshop
July 11, 2024	Approval of Proposed Budget by Resolution	Approval Required
August 8, 2024	Public Hearing to Adopt Proposed Budget	Adoption Required
Week of August 21, 2024	Adopted Assessment Rate to Property Appraiser/Tax Collector	Manager Responsibility

The Proposed Budget will be reviewed with the Board three (3 times) before approval to set the Public Hearing with adoption scheduled for August 8, 2024.

The Proposed Budget is recommended to be approved at the July 11, 2024 meeting to set the public hearing only; however, the approval does not bind the Board in any way to the Budget, it merely allows the District to move forward in the process to your Public Hearing.

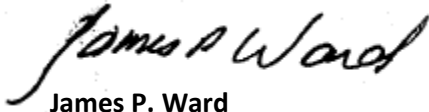
Once approved, the District can modify the budget after approval and adoption is scheduled for the August 8, 2024 Board Meeting. The Fiscal Year 2025 Budget does not anticipate any increase over the CAP rate.

The fourth order of business is staff reports by the District Attorney, District Engineer, and District Asset Manager.

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

Sincerely yours,

Miromar Lakes Community Development District



James P. Ward
District Manager

The Fiscal Year 2024 meeting schedule is as follows:

April 11, 2024	May 9, 2024
June 13, 2024	July 11, 2024
August 8, 2024	September 12, 2024

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

10 The Regular Meeting of the Board of Supervisors of the Miromar Lakes Community Development District
11 was held on Thursday, April 11, 2024, at 2:00 p.m. in the Library at the Beach Clubhouse, 18061
12 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

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Present and constituting a quorum:

19 Michael Weber	Vice Chair
20 Patrick Reidy	Assistant Secretary
21 Mary LeFevre	Assistant Secretary
22 Doug Ballinger	Assistant Secretary

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Absent:

29 Alan Refkin	Chairperson
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Also present were:

36 James P. Ward	District Manager
37 Charlie Krebs	District Engineer
38 Bruce Bernard	Asset Manager
39 Richard Freeman	Asset Manager

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Audience:

46 Dave Fladger
47 Heather Chapman

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

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FIRST ORDER OF BUSINESS

Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 2:00 p.m. He conducted roll call; all Members of the Board were present, with the exception of Chair Refkin, constituting a quorum.

SECOND ORDER OF BUSINESS

Consideration of Minutes

March 14, 2024 – Regular Meeting

Mr. Ward asked if there were any additions, deletions, or corrections for the Minutes.

Several suggestions were made, and the Minutes were amended.

48 **On MOTION made by Mary LeFevre, seconded by Mike Weber, and**
49 **with all in favor, the March 14, 2024, Regular Meeting Minutes were**
50 **approved as amended.**

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53 **THIRD ORDER OF BUSINESS**

Consideration of Resolution 2024-3

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55 **Consideration of Resolution 2024-3, a resolution of the Board of Supervisors approving the Proposed**
56 **Budget for Fiscal Year 2025 and Setting a Public Hearing for Thursday, July 11, 2024, at 2:00 P.M. at**
57 **the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913 on the Proposed**
58 **Budget**

59
60 Mr. Ward indicated this was the start of the budget process for Fiscal Year 2025 which begins on
61 October 1, 2024 and ends September 30, 2025. He stated the public hearing was scheduled for July 11,
62 2024. He indicated he would try to schedule the public hearing a little later than July 11, but he would
63 let them know next month if this could be done. He stated the budget was not substantively different
64 than it was in the prior year. He stated it included the landscaping and the report that Calvin Giordano's
65 firm did for the CDD with respect to the state of the damage of the landscaping from the past few
66 hurricanes. He noted the CDD stopped the landscaping maintenance program in 2019; the landscaping
67 budget at that time was \$765,000 dollars a year; in 2025 with the cost increases it was believed the
68 landscaping budget would go up to \$942,000 dollars. He said from a high end view this would change
69 the assessment from \$740 dollars to \$1,103 dollars a unit which was above the existing cap rate. He
70 stated if the Board chose to move forward with this, mailed notice would need to be sent to the
71 residents. He discussed the budget, the landscaping budget, the costs of replacing damaged
72 landscaping, cost increases across the board, cost increases at other CDDs, the reserve account, and the
73 cash position of the District. He noted the CDD's cash position was substantively better than in 2018
74 and the District had sufficient funds to meet any damage incurred from hurricanes in the future, as well
75 as enough cash to operate the District on an ongoing basis year over year.

76
77 Mr. Weber stated the CDD needed to review the contract with the Master Association before going in to
78 discuss whether the landscaping should be a CDD or Master HOA responsibility.

79
80 Mr. Reidy asked why the landscaping was added to the budget this year.

81
82 Mr. Ward stated he thought the CDD wanted to see what the cost estimates were for purposes of
83 including landscaping in the budget.

84
85 Mr. Reidy indicated he had no desire to take over the landscaping responsibilities from the Master HOA.
86 He noted aside from the berms, the residents were happy with the landscaping.

87
88 Ms. LeFevre discussed the cost of landscaping and the Master HOA's landscaping budget in 2018 versus
89 today's landscaping budget.

90
91 Discussion continued regarding the landscaping and the costs involved.
92

93 Mr. Ward explained he was not saying the CDD had to include landscaping in the budget; this was simply
94 how he was relaying the information regarding the cost of landscaping to the Board. He said the
95 landscaping could be removed from the budget.

96
97 Mr. Weber stated the first step would be to review the Contract Agreement between the Board and the
98 Master HOA and then schedule a meeting with the appropriate parties to discuss whether the Master
99 Association would comply with the contract, and then the CDD could decide whether it wished to keep
100 the landscaping in the CDD budget.

101
102 Mr. Reidy discussed the Agreement with the Master HOA; the berms being the point of contention;
103 removing the landscaping from the budget; and possibly adding berm restoration into the budget as a
104 separate line item.

105
106 Mr. Ward noted there was \$300,000 dollars in berm landscaping damage which needed to be fixed.

107
108 Discussion ensued regarding simply asking the Master HOA whether it would mend the berms or not
109 and reviewing the Master HOA agreement.

110
111 Mr. Ward explained the Agreement indicated the Master HOA would maintain the landscaping and
112 repair damage from hurricanes. He said the Master HOA was required to provide the CDD notice by
113 May 31 if it wished to terminate the agreement so the CDD could go through the process and budget
114 the landscaping into its next fiscal year. He indicated he did not believe the Master HOA wished to
115 terminate the Agreement. He stated the question was whether the CDD wished to continue with the
116 Agreement or terminate the Agreement. He noted he would send the Agreement to the Board
117 Members. He stated he could re-run the numbers with just \$300,000 dollars for the berm landscaping
118 repair without landscaping maintenance.

119
120 Ms. LeFevre stated the CDD needed to ask the Master HOA about the landscaping and berm repair.

121
122 Mr. Ward stated he was unsure who to contact to reach the Master HOA. He said the questions the
123 CDD needed to ask were "Do you (Master HOA) want to terminate the contract with the CDD for
124 purposes of the landscaping or do you want to keep it in place, and are you (Master HOA) going to abide
125 by what was told to the CDD, that the Master HOA would replace the materials from hurricane damage
126 which amounted to approximately \$300,000 dollars?"

127
128 Ms. Heather Chapman indicated the Master HOA was not considering terminating the Agreement with
129 the CDD.

130
131 Ms. LeFevre asked who the Master HOA decision maker was in regard to the coverage of trees along I-
132 75.

133
134 Ms. Chapman responded herself, Erin (ph) and Bob (ph).

135
136 Ms. LeFevre stated this was the meeting which needed to be held.

137
138 Discussion continued regarding speaking with the Master HOA about berm tree and landscaping
139 replacement; the landscaping in general not being the issue; removing landscaping from the budget and

140 recalculating with \$300,000 dollars for berm landscaping repair if the Master HOA did not plan to do the
141 berms; the reserves in the Budget; and leaving landscaping with the Master HOA.

142
143 Ms. LeFevre asked who would meet with the Master HOA to discuss the berms and landscaping.

144
145 Mr. Ward noted he could not meet with the decision makers as he could not agree to something on
146 behalf of the CDD; however, Chair Alan Refkin could meet with the Master HOA decision makers.

147
148 Discussion continued about a representative of the CDD meeting with the Master HOA.

149
150 Mr. Ward discussed the simplicity of the existing Agreement; the remedy for failure to uphold the
151 Agreement was simply termination of the Agreement. He indicated he would contact Mr. Refkin
152 regarding meeting with the Master HOA on behalf of the CDD.

153
154 Mr. Weber asked if the Governor signed the new bill requiring performance measures for CDDs.

155
156 Mr. Ward responded the Governor had not signed this bill yet; the bill was still on the Governor's desk.
157 He noted the bill covered a plethora of ideas pertaining to governmental entities; contained in this
158 legislation was a paragraph saying a CDD had to establish goals, objectives, and performance measures
159 for the services it provided to its constituents based upon the budget, had to measure those
160 performance measures, and had to post the results on the CDD website. He stated the first report
161 would not be due until October 1, 2025. He noted there were no further guidelines or instructions. He
162 stated if this were approved the CDD would come up with a simple template which could be used to
163 establish and report on goals, objectives, and performance measures. He noted the only reporting
164 requirement was to post the results on the CDD website; the results were not sent to any other entities
165 for review, so the CDD could make this very simple.

166
167 Mr. Weber noted Ms. LeFevre asked who owned the berm on Ben Hill Griffin at the last meeting; he
168 asked if Mr. Ward had this information.

169
170 Mr. Ward responded the berm was owned by the CDD. He said he would pull up the map on the
171 Property Appraiser's website to determine exactly what the CDD owned.

172
173 Mr. Weber summarized: the Agreement with the Master HOA would be provided to the Board
174 Members, Mr. Refkin would arrange to meet with the Master HOA to discuss the berms and
175 landscaping, and then the CDD Board could make decisions regarding how to move forward.

176
177 Mr. Reidy stated the line item for video stormwater pipe repair for \$52,000 dollars but should be
178 \$45,000 dollars.

179
180 Ms. LeFevre asked why the CDD had only spent \$19,000 dollars on the video stormwater pipe repair.

181
182 Mr. Bruce Bernard explained the budget was to pay for the video of the pipes, and then to cover any
183 necessary repairs. He explained the video was just completed and returned and would be evaluated to
184 determine if any repairs were needed. He said if there were no repairs needed then there would be
185 extra money for the budget.

186
187 Discussion ensued regarding the budget and video stormwater pipe repair.

188

189 Ms. LeFevre asked why the Asset Manager line item increased from \$45,000 to \$75,000 dollars.

190

191 Mr. Ward stated he would speak with the Asset Manager about this number. He said he knew the Asset
192 Manager wanted \$75,000 dollars but he would speak with him.

193

194 Discussion continued about various line items from the budget; portions of this conversation were
195 (indecipherable).

196

197 Discussion ensued regarding the total units sold in the District; the number of units unsold; how the
198 number of units affected the assessment rates; and recreating the budget without the landscaping and
199 without the berm repair for consideration at the next meeting.

200

201

202 **FOURTH ORDER OF BUSINESS**

Staff Reports

203

204 **I. District Attorney**

205

a) New performance reporting requirements for CDDs

206

207 No report from Greg Urbancic.

208

209 **II. District Engineer**

210

211 No report from Charlie Krebs.

212

213 Mr. Ward asked Mr. Weber if he would like to report on the Ravenna water management system
214 turnover.

215

216 Mr. Weber reported he received notification from Boris, the President of the Ravenna HOA, that the
217 Ravenna HOA held a meeting and unanimously approved the CDD's easement agreements, so this
218 was done. He indicated the next step was to put these easements on the books. He asked how long
219 this would take.

220

221 Mr. Ward indicated Ravenna's attorney and Greg Urbancic needed to meet to finalize the
222 easements.

223

224 Mr. Weber stated he would call Boris and ask Boris to encourage Ravenna's attorney to reach out to
225 Mr. Urbancic.

226

227 Ms. LeFevre asked about Bella Vista.

228

229 Mr. Krebs indicated he contacted Lisa Mazell (ph) about the proposal to transfer Bella Vista's water
230 management system to the CDD to answer any questions she might have but had no further contact
231 with Ms. Mazell since then; therefore, he believed the proposal was still awaiting Bella Vista's
232 Board's approval. He noted Lisa Mazell was with Bella Vista's management company.

233

234 Mr. Ward indicated he would ask Mr. Urbancic to contact the Bella Vista HOA President.

235

236 Ms. LeFevre indicated she would contact Marie; Marie was the Bella Vista HOA President.

237

238 **III. Asset Manager**

239 **a) Operations Report – April 1, 2024**

240

241 Mr. Richard Freeman discussed the distribution of additional cane toad traps.

242

243 Discussion ensued regarding the costs and benefits of additional cane toad traps.

244

245 Mr. Freeman continued to discuss the operation report, work being done on CDD property, and a
246 berm which needed attention.

247

248 Discussion ensued regarding this berm; what would be done to clean up and mulch the side of the
249 berm facing the lakes; what should be done on the other side of the berm; what the Master HOA
250 planned to do with the berm; again, whether the Master HOA or the CDD should take care of the
251 berm; and the residents paying for the berm repairs whether the Master HOA or the CDD took
252 care of it.

253

254 Mr. Weber asked about the fish cover.

255

256 Mr. Freeman explained fish cover was an artificial reef creating cover for smaller fish; the reef
257 would be submerged beneath the water and anchored down.

258

259 **IV. District Manager**

260 **a) Florida Law changes to Form 1 Filings**

261 **b) Financial Statement for period ending March 31, 2024 (unaudited)**

262

263 Mr. Ward reminded the Board that Form 1 filings were due July 1, and were to be filed online with
264 the State Ethics Commission. He indicated he would send another email to the Board with the link
265 to file Form 1. He discussed how to file the Form 1 online. He discussed the fee charged for late
266 filing of Form 1. He encouraged the Board to file the Form 1 in a timely manner. He discussed the
267 ethics training requirements, how to complete the ethics training requirements, and indicated he
268 would resend the email with the links to various free ethics training classes. He noted next year
269 when the Board Members filed Form 1, the box for ethics training would need to be checked; this
270 year the box should not be checked.

271

272 Mr. Weber indicated he completed the ethics training. He discussed the three different training
273 sessions.

274

275 Mr. Ward noted there were other training sessions available; these training sessions were not free
276 of charge but would provide a certificate of completion.

277

278 Mr. Ward indicated this year was the general election in November and this would be on next
279 month's agenda. He indicated he would provide information regarding how to qualify and register
280 for the election at the next meeting.

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283 **FIFTH ORDER OF BUSINESS**

Supervisor's Requests and Audience Comments

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Supervisor Mike Weber: Ravenna Water Management System turnover

The Ravenna water management system was discussed earlier in the meeting.

Mr. Ward asked if there were any additional Supervisor’s requests; there were none. He asked if there were any audience comments.

Mr. Fladger stated (indecipherable).

SIXTH ORDER OF BUSINESS

Announcement of Next Meeting

Next Meeting – May 9, 2024

SEVENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned at approximately 3:02 p.m.

On MOTION made by Mary LeFevre, seconded by Mike Weber, and with all in favor, the meeting was adjourned.

Miromar Lakes Community Development District

James P. Ward, Secretary

Alan Refkin, Chairman

FACILITIES MAINTENANCE AGREEMENT

THIS FACILITIES MAINTENANCE AGREEMENT (“Agreement”) is made and entered into as of the 7th day of June, 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.

FACILITIES MAINTENANCE 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.

FACILITIES MAINTENANCE 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 1st through September 30th 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 30th of a calendar year provided the Association provides the District written notice of termination no later than May 30th of that year. If written notice of termination is provided by the Association after May 30th, then the effective date of termination will be September 30th 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

FACILITIES MAINTENANCE AGREEMENT

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

FACILITIES MAINTENANCE AGREEMENT

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:

FACILITIES MAINTENANCE AGREEMENT

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

FACILITIES MAINTENANCE AGREEMENT

commercial overnight courier or delivery service; (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be considered received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel may deliver notice on behalf of the party represented. Initial addresses for the Parties include:

To District **Miromar Lakes Community Development District**
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
Attention: James P. Ward, District Manager
jimward@jpwardassociates.com

With a copy to:
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attention: Gregory L. Urbancic, Esq.
gurbancic@cyklawfirm.com

To Association: **Miromar Lakes Master Association, Inc.**
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
Attention: Tim Byal, President
tbyal@miromar.com

With a copy to:
Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
Attn: Mark W. Geschwendt, Esq.

21. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments will constitute one agreement which will be binding on all of the parties.

22. **Paragraph Headings.** The paragraph headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe, explain, modify, simplify or aid in the interpretation of the provisions of this Agreement. This Agreement shall

FACILITIES MAINTENANCE AGREEMENT

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.)

FACILITIES MAINTENANCE AGREEMENT

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

DISTRICT:

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

ATTEST:

DocuSigned by:
Jim Ward
James P. Ward, Secretary

By: [Signature]
David Herring, Chairman

Date: _____

ASSOCIATION:

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

By: [Signature]

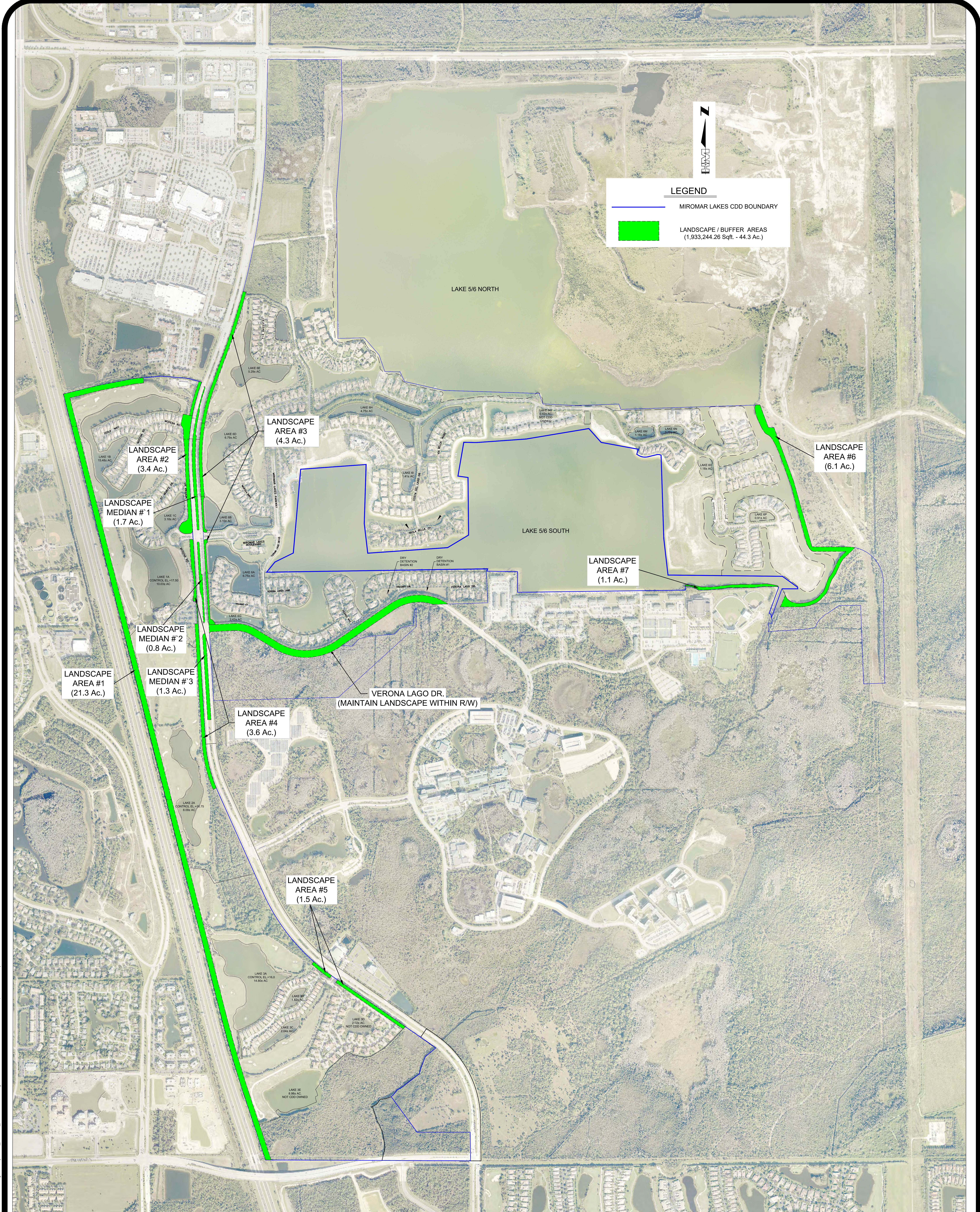
Name: TIM BYAL

Title: PRESIDENT

Date: 4/24/20

FACILITIES MAINTENANCE AGREEMENT

Exhibit "A" Berm and Median Landscape Areas



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

FACILITIES MAINTENANCE AGREEMENT

Exhibit "B" Interlocal Agreement

**LANDSCAPE INSTALLATION
AND MAINTENANCE AGREEMENT**

THIS LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT is made and entered into this 4th 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 4th 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

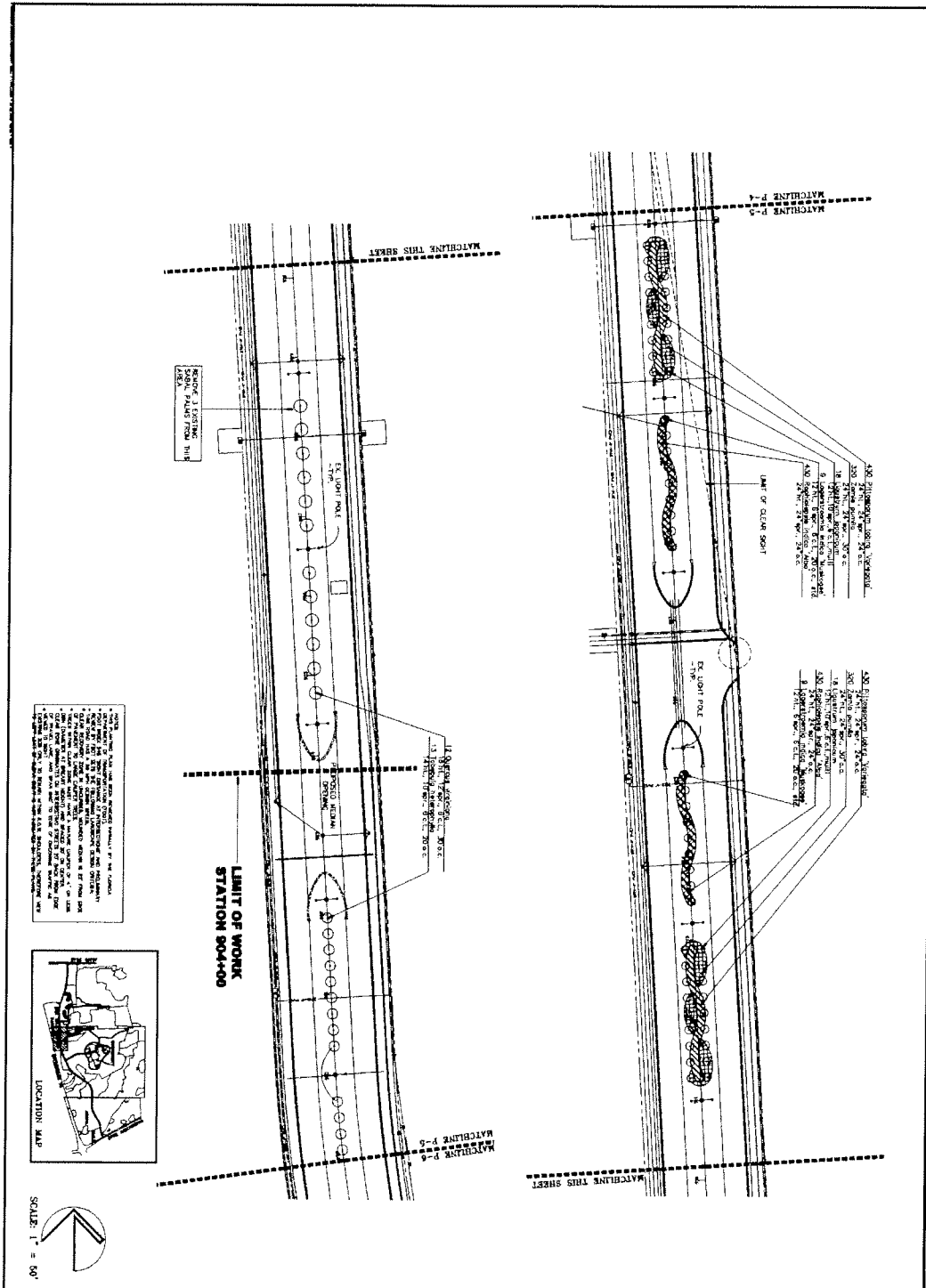
**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

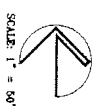
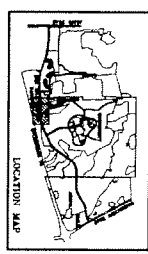
BY: _____
Chairman

APPROVED AS TO FORM:

BY: _____
Office of County Attorney



NOTES:
 1. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA PLANTING MANUAL AND THE FLORIDA LANDSCAPE ARCHITECTURE BOARD'S PLANTING MANUAL.
 2. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA PLANTING MANUAL AND THE FLORIDA LANDSCAPE ARCHITECTURE BOARD'S PLANTING MANUAL.
 3. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA PLANTING MANUAL AND THE FLORIDA LANDSCAPE ARCHITECTURE BOARD'S PLANTING MANUAL.
 4. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA PLANTING MANUAL AND THE FLORIDA LANDSCAPE ARCHITECTURE BOARD'S PLANTING MANUAL.
 5. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA PLANTING MANUAL AND THE FLORIDA LANDSCAPE ARCHITECTURE BOARD'S PLANTING MANUAL.



<p>BRADSHAW GILL 81151514115 Professional Association 4111 1437 Sappanah Drive Tallahassee, Florida 32304 Phone: 904-833-7700 Fax: 904-833-7700 FAX: 904-775-4800</p>	<p>BEN HILL GRIFFIN PARKWAY Lee County, Florida MEDIAN PLANTING PLAN</p>	<p>APPROVED: 10/20/2021 DATE: 10/20/2021 PROJECT NO: 2021-0002</p>
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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	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	XXXX	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."*

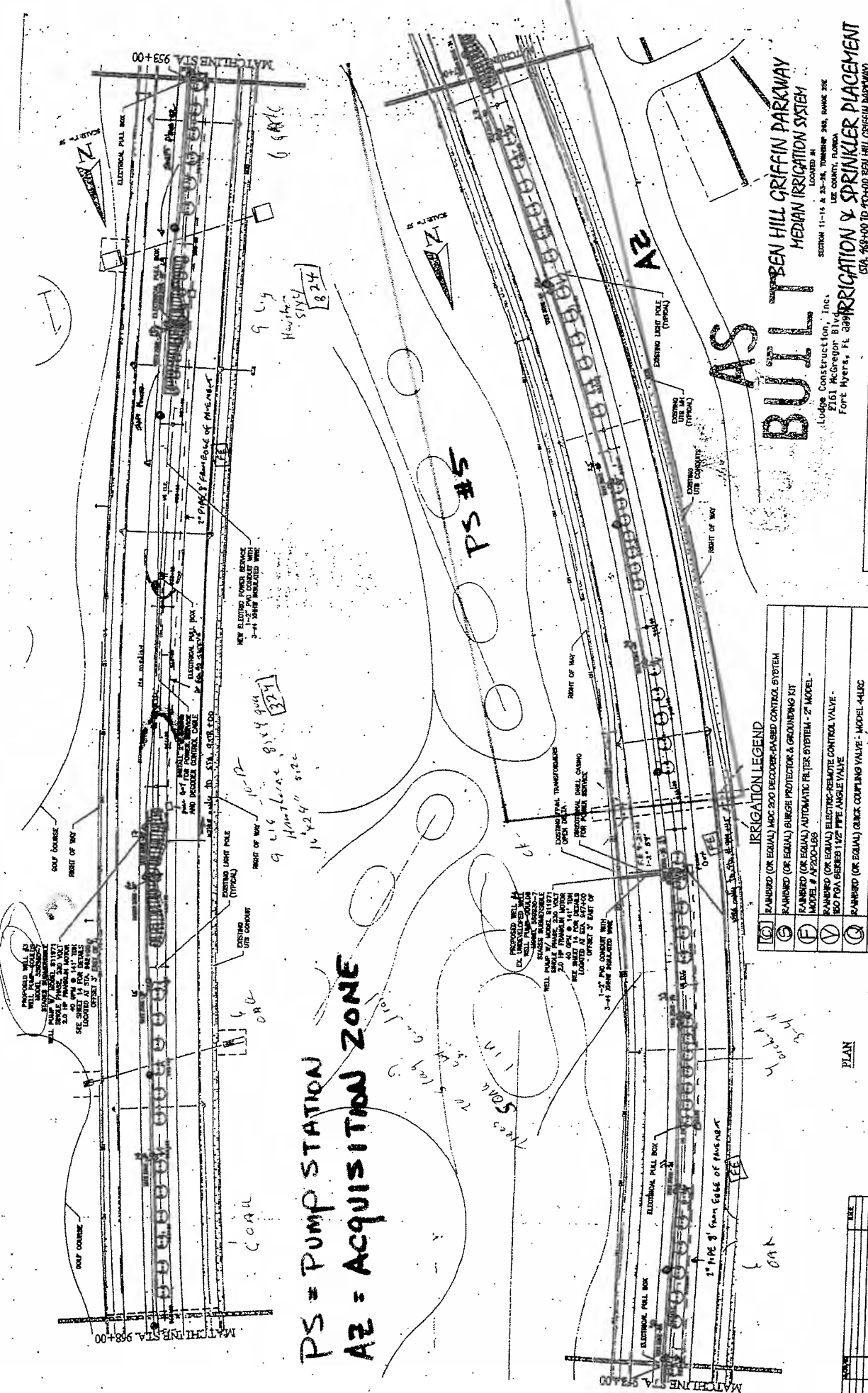
Special Requirements:

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



PS = PUMP STATION
 AZ = ACQUISITION ZONE

BUILT

BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM
 LOCATED IN
 SECTION 11-14 & 23-24, TOWNSHIP 28S, RANGE 22E
 LEE COUNTY, FLORIDA
Lodge Construction, Inc.
 2761 McGregor Blvd.
 Fort Myers, FL 33901
IRRIGATION & SPRINKLER PLACEMENT
 FOR 460-000 TO 450-000 BEN HILL GRIFFIN PARKWAY

IRRIGATION LEGEND

(G)	5" (OR EQUAL) 100' DECORATIVE CONTROL SYSTEM
(S)	5" (OR EQUAL) BURGE PROTECTOR & GROUNDING KIT
(F)	5" (OR EQUAL) AUTOMATIC FILTER SYSTEM - 2" MODEL # AF200-05
(V)	5" (OR EQUAL) ELECTRIC-REMOTE CONTROL VALVE - 80' FOR DEGREE 1/2" PIPE ANGLE VALVE
(C)	5" (OR EQUAL) ELECTRIC-REMOTE CONTROL VALVE - 5" MODEL #411C
(O)	5" (OR EQUAL) BURGLER MODEL 1401 MOUNTED ON 4" POP-UP SPRINKLER - SEE DETAIL PAGE 2
(+)	TRAFFICATORY MULTI-PORT SQUARE PATTERN NOZZLE

NATIVE LANDSCAPES
 1500 W. UNIVERSITY BLVD. SUITE 100 FT. LEWIS FL 33607
 (813) 941-1500

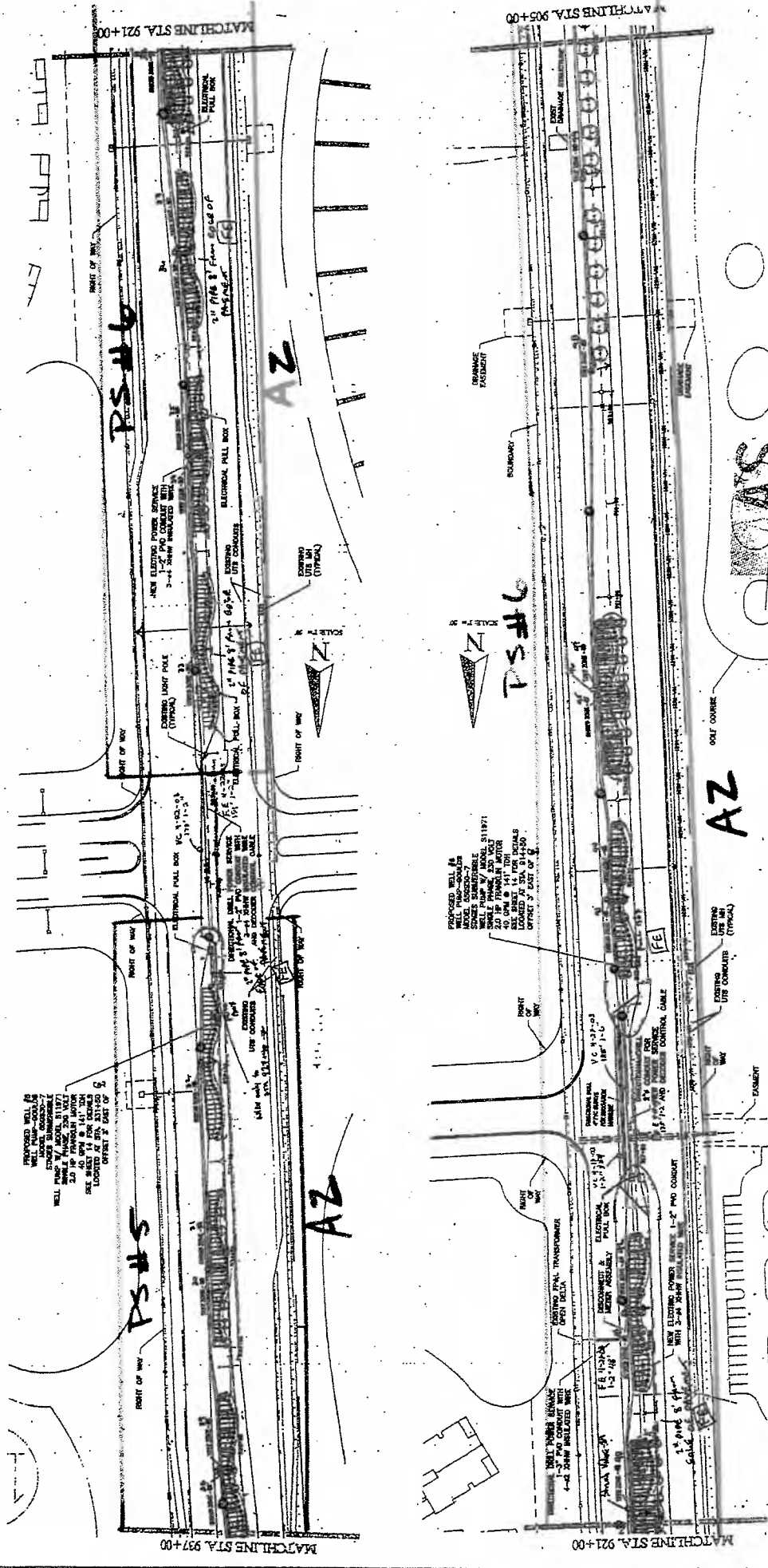
DATE	SCALE	BY	CHECKED BY

SOURCE, INC.
 1000 W. UNIVERSITY BLVD. SUITE 100 FT. LEWIS FL 33607
 (813) 941-1500

DATE	SCALE	BY	CHECKED BY

PLAN

NO.	DATE	BY	CHKD. BY



IRRIGATION LEGEND

(C)	RANBRO (OR EQUAL) MKC 200 DECOOPER-BASED CONTROL SYSTEM
(S)	RANBRO (OR EQUAL) BURGE PROTECTOR & GROUNDING FIT
(F)	RANBRO (OR EQUAL) AUTOMATIC FILTER SYSTEM - 2" MODEL - MODEL # AFS00-LS9
(V)	RANBRO (OR EQUAL) ELECTRO-REMOTE CONTROL VALVE - 100 PSI, SERIES 11/2" PIPE ANGLE VALVE
(Q)	RANBRO (OR EQUAL) BRCK COUPLING VALVE - MODEL 441C
(O)	RANBRO (OR EQUAL) RIBBLER MODEL 1401 MOUNTED ON #4 POP-UP SPRINKLER - SEE DETAIL PAGE 12
(@)	RANBRO (OR EQUAL) 800-SAM-PRS BRAY HEAD WITH 7 DEGREE TRAJECTORY MULTI-PORT GEORAY PATTERN NOZZLE

BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM
 LOCATED IN
 SECTION 11-14 & 23-24, TOWNSHIP 28S, RANGE 25E
 LEE COUNTY, FLORIDA

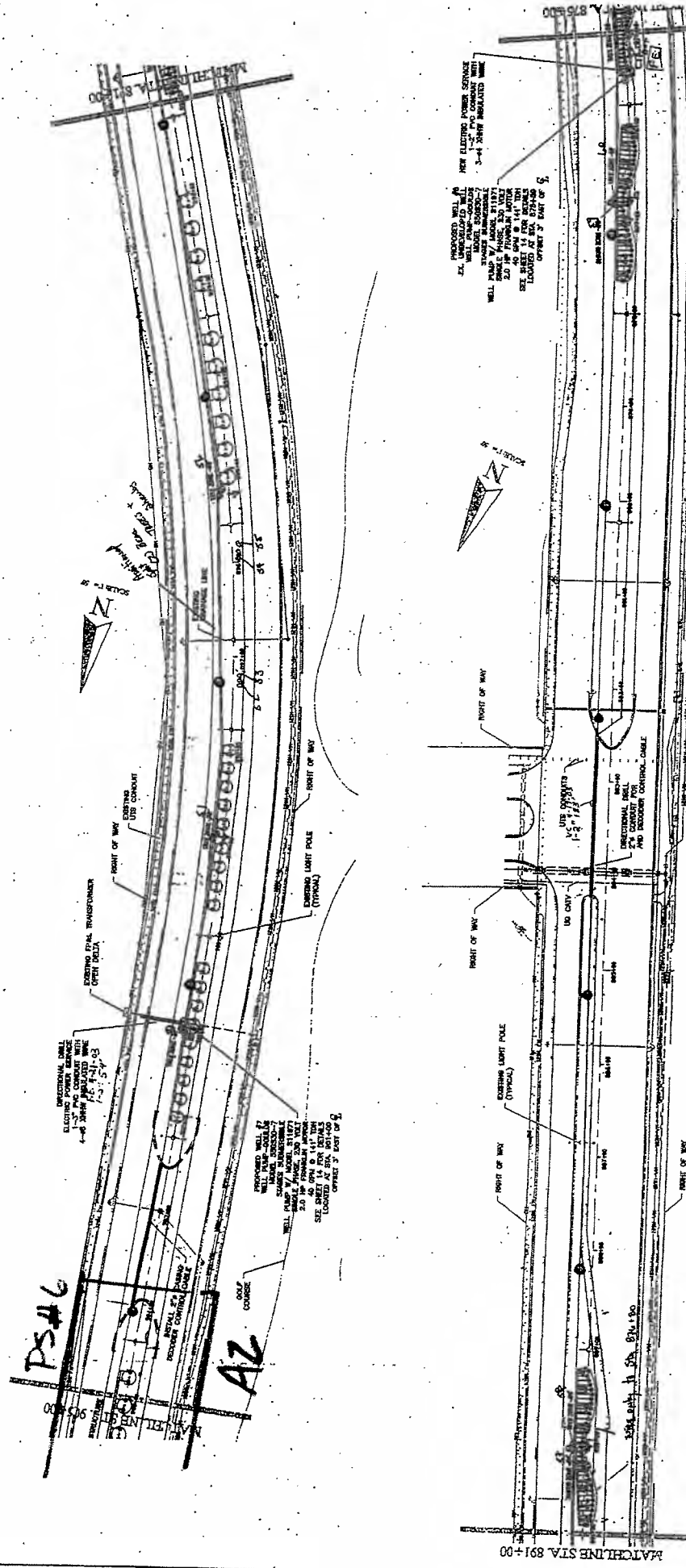
BULL
 Lodge Construction, Inc.
 2161 McGregory Blvd.,
 Fort Myers, FL 33901

IRRIGATION & SPRINKLER PLACEMENT
 G.P. 193-00 TO 195-00 BEN HILL GRIFFIN PARKWAY

NATIVE LANDSCAPES
 1800 BAYVIEW DRIVE, SUITE 200 FT. LEWIS, FLORIDA 32061
 PHONE: (904) 882-2500
 FAX: (904) 882-2500
 WWW: WWW.NATIVELANDSCAPES.COM

NO.	DATE	DESCRIPTION	BY	CHK

PLAN



IRRIGATION LEGEND

Ⓚ	RAISED (OR EQUAL) MEC-200 DECODER-BASED CONTROL SYSTEM
Ⓛ	RAISED (OR EQUAL) SURGE PROTECTOR & GROUNDING KIT
Ⓧ	RAISED (OR EQUAL) AUTOMATIC PIKE SYSTEM - 2" MODEL - MODEL # 4200-LB
Ⓢ	RAISED (OR EQUAL) ELECTRIC-REMOTE CONTROL VALVE - 50 FT. PORT SERIES 1/2" TEE ANGLE VALVE
Ⓣ	RAISED (OR EQUAL) QUICK COUPLING VALVE - MODEL 4-HEC
Ⓤ	PURIFIED (OR EQUAL) BUBBLER MODEL H40 MOUNTED ON 4" POP-UP SPRINKLER - SEE DETAIL PAGE 12
Ⓡ	RAISED (OR EQUAL) 180° BALL VALVE WITH 4" HEAD WITH 7 DEGREE TRAJECTORY MULTI-PORT SQUARE PATTERN NOZZLE

ASB BUT

**BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM**

LOCATION: 11-14 & 23-24, TOWNSHIP 28S, RANGE 28E
LEE COUNTY, FLORIDA

IRRIGATION & SPRINKLER PLACEMENT
 FOR 905+00 TO 975+00 BEN HILL GRIFFIN PARKWAY

NATIVE LANDSCAPES
 2105 CANTON ROAD, SUITE 100, FT. MYERS, FL 33901
 PHONE: 813-938-1111 FAX: 813-938-1112
 WWW: WWW.NATIVELANDSCAPES.COM

ASB BUT
 2105 CANTON ROAD, SUITE 100, FT. MYERS, FL 33901
 PHONE: 813-938-1111 FAX: 813-938-1112
 WWW: WWW.ASB-BUT.COM

DATE	DRAWN BY	CHECKED BY	SCALE	PROJECT	JOB NO.	SHEET NO.	TOTAL SHEETS
						6	

**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
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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 that 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 that the risk to the District was that 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

Motion was made by Dr. Herring and seconded by Mr. Ballinger to approve the Minutes of April 27, 2018, and May 10, 2018, with corrections noted above, and with all in favor the motion was approved.

3. Consideration of Resolution 2018-5 Establishing an Electronic Records Policy

Mr. Ward said this would establish an Electronics Records Policy for the CDD and a policy on an electronic signature. He provided the Board with a red line version of the resolution, which codified what was already in the law which allowed governmental agencies to keep records in an electronic format as long as certain standards were met. He said those criteria were attached to the Resolution as an exhibit. He advised the State had updated this policy for the betterment and to keep up with technology. He said in essence he had followed this policy anyway, and kept in paper format only resolutions, agreements and minutes. He said he used to need these documents in paper form, but that was no longer true, and nearly all documents were sent electronically.

Mr. Ward explained that this Records Policy would allow for electronic signatures, which meant the Board could now use email to sign documents.

Dr. Herring asked if the paper copies were also electronically available. Mr. Ward responded they were.

Dr. Herring asked where the records would be stored electronically. Mr. Ward responded he used a Cloud-based system which had backup in three different states.

Mr. Urbancic pointed out that notarized signatures could not be electronic, but hopefully soon they would be.

Mr. Ward called for a motion.

Motion was made by Dr. Herring and seconded by Mr. Ballinger to approve Resolution 2018-5 as described above, and with all in favor the motion was approved.

4. Continuation of Discussion Relative to the Fiscal Year 2019 Budget

Mr. Ward stated there were many different items for this discussion, and he would try to "set the stage" and then go through the documents.

a) Agreement with Miromar Development Corporation for the Operation and Maintenance of the District's Landscaping Program

Mr. Ward said from a strategic standpoint, the Board was amending the Budget to reduce all of the landscaping that was currently in the proposed Budget and terminating the landscaping budget as of December 31, 2018. Then on January 1, 2019, the Master Homeowners' Association would be responsible for all of the maintenance obligations, including but not limited to the Ben Hill Griffin median strip. The MASTER HOA would also be responsible for any of the capital work that was needed for improvements as they deemed appropriate as of January 1, 2019.

Mr. Ward continued that he had reduced the Budget to keep the cost of landscaping through December 31, 2018, for three months, and no capital element whatsoever.

b) Consideration of Acceptance of Dedication of San Marino Berm

Mr. Ward stated that as these changes were being made, the San Marino berm was in the process of being dedicated to the District, which was part of FEMA work which was ongoing with respect to reimbursement. He said in order to keep that going forward, this had been included on the agenda, but it would be an obligation of the MASTER HOA under the agreement with them.

b) Consideration of Resolution 2018-6 establishing Rules and Regulations for the Operation of the Storm Water Management Program, and Authorizing the Staff to Advertise for the Adoption of a Rule for the Storm Water Management Program

Mr. Ward said this Resolution relating to the Storm Water Management Program was the biggest piece of the puzzle. Mr. Ward indicated he and Mr. Urbancic concurred this agreement should be put in writing in a twofold process. One would be a resolution that stated what the policy would be on a going forward basis and then a rule would be established. He said a Rule cannot be undone easily, which would prevent the Board and the audience from requesting the Rule be amended. He said the rule would be definitive as to what could be done, and Mr. Urbancic, Mr. Krebs and Mr. Bernard had spent a significant amount of time making it clear and complete. He said the Rule was consistent with what was said at the last meeting: The District will maintain up to control elevation and homeowners will maintain above control; the district will work on all of the storm water system internal to the single family home projects or any condo sites. He said the Master MASTER HOA has agreed to provide the District with deeds and/or easements, to the extent they have any ownership interests or easement rights. He said the District would maintain in the budget the completion of the erosion control problem from Hurricane Irma. He said he had not included any reserves in the Fiscal Year 2019 Budget. He stated that would be evaluated in the future.

Mr. Refkin asked when these responsibilities were transferred to the MASTER HOA, would it be done on an as-is basis and not have to be brought up to a certain standard. Mr. Ward responded this was correct.

Dr. Herring asked above what level of the water line was the District responsible. Mr. Ward responded for control, so basically up to the top of water line, 18 feet above sea level.

Dr. Herring asked if the reason for this concession in January was due to the MASTER HOA's fiscal year. Mr. Ward responded affirmatively.

Dr. Herring asked if there were any changes in landscaping in those areas which the CDD owned, would the MASTER HOA have to make those proposals through the District. Mr. Urbancic responded any material changes would come through the District for review. Mr. Bernard stated he did not think this was the case.

Mr. Ward stated the intent was to keep an open dialogue with the developer. He said there was a provision which allowed him as manager to have input for landscaping plans, and he would assign that responsibility to Mr. Bernard. He said he did not see that any bad decisions had been made in the Community to this point, but it would be something to evaluate over the next year or two.

Dr. Herring asked if homeowners wanted to become involved in decisions, would it be done through the MASTER HOA. Mr. Ward responded this was correct.

Mrs. Le Fevre from the audience said she had read the contract, and it was very specific in saying any substantial changes would have to be approved by the CDD. She said this told her as a homeowner that if she wanted to do something different on CDD property, she would have to come to the CDD Board.

Mr. Ward responded that the intent of the agreement was that the MASTER HOA would have complete responsibility for the operation and maintenance of the landscaping program, which included whatever homeowners wanted to do on the berm. He said if changes became substantive, that would be a communication that he would have with Mr. Byal in deciding whether it should come to the Board. He said he did not see anything in the landscaping program that would rise to that level.

Mr. Refkin asked if the wording of the agreement reflected what Mr. Ward had just said. Mr. Urbancic responded affirmatively and read that part of the agreement aloud.

Dr. Herring said Ms. Le Fevre had a conversation with Mr. Byal who said he would be cooperating with the homeowners.

Ms. Le Fevre said her only issue was homeowners gave the responsibility to the Master MASTER HOA for landscaping, but for anything else, it was their responsibility; however, there was no funding for anything else in the budget.

Dr. Herring responded it was funded through the MASTER HOA. Ms. Le Fevre asked through whose MASTER HOA, and Dr. Herring responded the Master Association.

Ms. Le Fevre said when residents approved the Community Program, there had been no money for it. Dr. Herring stated that was a "wish list." Ms. Le Fevre said then any funding for that, the Master Association had to get and would have nothing to do with what the CDD was paying them for landscaping.

Mr. Ward responded the District did not pay the MASTER HOA for taking over the landscaping program. He said it was an agreement to let the MASTER HOA maintain the CDD's facilities, and then they would charge the homeowners in the same way as for regular landscaping. The MASTER HOA could do whatever they desired with the "wish list." It was not an obligation. Mr. Ward continued this was an opportunity to have one entity maintain an entire system which was always a good idea. He said the residents would see an economy of scale and in the operation of the way it was done on an ongoing basis. He said he did not see the developer would do something that would hurt property values in any way, but rather be in a position to do more on a faster basis than the CDD could ever do in terms of the operation of the system, including renewable plant replacement.

Ms. Le Fevre said she did not disagree with the decision and thought it was sensible. She said she wanted to know where to go in the future.

Mr. Ballinger stated the same thing she was talking about was discussed at a prior meeting, and he had asked the question. He said there had been progress made towards that end because he had talked to Don Miller, and Mr. Miller had attended a Master MASTER HOA meeting, which was good because there was definitely going to be some landscaping questions that needed to be aired in front of the Master MASTER HOA.

Ms. Le Fevre stated she was not trying to disrupt, and the CDD certainly wanted to maintain what it had and over time improve what it owned.

Mr. Refkin reminded Ms. Le Fevre that the CDD represented the residents and both agreed Mr. Byal was very helpful.

Mr. Cusmano commented that the elevation was 18 feet above sea level around the lakes, but not in all places. He said Mr. Krebs had provided an exhibit, and the area was broken up into drainage basins. The basins for the large recreation lakes were 18 feet above sea level, but going south, it went from 17.5 feet to 16.5 feet to 16 feet. He stated there must be engineering reasons for doing this. He pointed out as the map went south, the control elevation was different.

This information was discussed and clarified.

As a final note, Mr. Ward stated Mr. Byal had been helpful in working with the County and trying to eliminate the MSBU. He said with any luck at all, an agreement should be reached in the next year, but hopefully sooner. He said he understood the County was working on an agreement, and the Master MASTER HOA said they would enter into the agreement with the County to maintain that berm. He said this agreement should essentially eliminate \$50,000 a year, and this would be a benefit as the CDD moved forward.

Mr. Ward stated he would walk the Board through the motions for these items.

Mr. Ward said the first was a motion to approve the agreement with Miromar Development Corporation for the Operation and Maintenance of the District's Landscaping Program.

Motion was made by Dr. Herring and seconded by Mr. Refkin to approve the agreement with Miromar Development Corporation for the Operation and Maintenance of the District's Landscaping Program, and with all in favor, the motion was approved.

Mr. Ward said the next motion would accept the Dedication of the San Marino Berm.

Motion was made by Mr. Refkin and seconded by Mr. Ballinger to accept the Dedication of the San Marino Berm, and with all in favor, the motion was approved.

Mr. Ward said the next motion would approve Resolution 2018-6 which set up a process where the Board would have, as part of their public hearing process in September, adoption of the Rule related to the Storm Water Management Program. He said the Public Hearing for the Rule would be September 13, 2018, at 2:00 p.m. at the Beach Club House, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Motion was made by Mr. Refkin and seconded by Dr. Herring to approve Resolution 2018-6 as described above, and with all in favor, the motion was approved.

Ms. Le Fevre asked when the Rule took effect. Mr. Ward responded the Rule would take effect as of the date of adoption of the Rule, at that point anything over control would be the

d) Manager – No report.

EIGHTH ORDER OF BUSINESS

**Supervisor’s Requests and Audience
Comments**

Mr. Ward called for Supervisor’s requests. Hearing none, he called for audience comments.

Mr. Rizzo from the audience commented that he did not see any expression of the financial impact of the transfer of the landscaping budget to the Master Association. He asked if there had been any discussion for the developer to make a contribution to the Master Association to cover that budget transfer.

Mr. Ward responded negatively. He said this did not make sense to him to do so, and he had not had a discussion with the developer as it related to the Master Association. He said this was not something the CDD would normally do. A discussion of this issue ensued.

Mr. Ward reminded the Board that on September 3, 2018, a regular Public Hearing had been scheduled.

NINTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at 3:00 p.m.

On MOTION made by Mr. Refkin, seconded by Mr. Donoho, and with all in favor, the meeting was adjourned.

**Miromar Lakes Community Development
District**

James P. Ward, Secretary

Doug Ballinger, Vice Chairman

On MOTION made by Mr. Refkin, seconded by Mr. Donoho, and with all in favor, the Minutes of the July 12, 2018 as amended were approved.

THIRD ORDER OF BUSINESS

Public Hearings

a) Fiscal Year 2019 Budget

Mr. Ward asked the Board to open the Public Hearing.

On MOTION made by Mr. Refkin, seconded by Mr. Donoho, and with all in favor, the Public Hearing was opened.

Mr. Ward asked if any of the public had questions or comments related to the Fiscal Year 2019 Budget.

Mr. Michael ~~RissoResa~~ (ph) asked if the Board had heard anything from the Master Association in terms of the impact on the Master Association fees from the landscape budget transfer.

Mr. Ward asked Mr. Byal to answer the question.

Mr. Byal responded the Master Association was not at a point where they understood the directive. He said conceptually, they were comfortable that the actual maintenance obligation, which would be transferred, would be at or below the proposed budget amount of \$617, primarily because ~~Estate the State~~ contractor was a lower bidder than the contractor proposed.

Mr. Byal continued that the capital portion that was \$150,000 would no longer exist because the HOA maintained sufficient reserves in order to accomplish that within its working capital funds. It would not be an operating cost assessment for the owners. He explained that the reason the discussion evolved was the CDD needed to have a large million dollar assessment for future hurricanes. When this need went away, then the HOA was responsible and had insurance coverage and substantial reserves.

Mr. ~~DonohoBallinger~~ stated unfortunately the District was under what had been budgeted for Hurricane Irma.

Mr. Byal said there were differences in the denominator, and there were more units in the CDD than there were in the HOA; but he said he did not see at the end of the day, the direct change between the landscape with the CDD and the landscape with the HOA being a significant impact.

Mr. ~~Risso~~~~Resa~~ stated he didn't think the Board had ever approved the concept of the capital reserve.

Mr. Ward asked for clarification.

Mr. ~~Risso~~~~oesa~~ said Mr. Byal was referring to the fact that with the transfer of the budget over to the Master HOA, the CDD no longer had to put up a million dollar capital reserve, but that was never approved by the Board anyway.

Mr. Ballinger and Mr. Refkin said that was correct, since that concept was replaced with the agreement with the Master HOA to undertake the maintenance of the landscaping.

It was commented that in the bigger scope of understanding, the benefit of the redistribution of the landscape responsibility back to the HOA was part of that equation.

The point was made that on the CDD budget side, the off roll lots of developers, still being paid for, subsidized a portion of that landscape budget, and by handing it over to the Master HOA, the developer no longer has ~~ed~~ that responsibility.

Mr. Ballinger said the Fiscal Year started October 1 with this budget, but the Master HOA did not take over until January 1.

~~A question~~ A resident ~~was~~ asked when residents would see this transition reflected. Would it be in 2019?

Mr. Ward responded that in the current budget, there was a reduction for January 1, 2019 to September 30, 2020. He said in their HOA fee, when Miromar Development send ~~dst~~ out new bills, whatever change there was would be seen for January 1. He said the District was maintaining in the budget through December 31, 2018, and the HOA would begin on January 1, 2019.

Mr. Mervis (~~ph~~) asked if it would be the same approach for the storm sewer cleaning.

Mr. Ward responded the storm sewer cleaning would remain with the CDD, so there is no change in the maintenance of the water management system. He said there was a rule coming up at another Public Hearing later that day which had nothing to do with the Homeowners' Association.

~~Mr. Mervis~~ An audience member asked who would have responsibility for cleaning the storm sewers after January 1, 2019.

Mr. Ward responded if we could, we they would talk about that during the public hearing on the Rule for the operation of the Water Management System. ~~later in the agenda.~~

Mr. Burlis ~~(PH)~~ asked about reimbursement for rebuilding the shorelines and who was responsible for that.

Mr. Ward said the CDD's position was that they would not be reimbursing anyone for storm related damage, the CDD will continue to repair storm related damage to facilities owned by the CDD, but the CDD has taken the position that it will not reimburse Homeowner's Associations for storm related damage.;

Mr. Burlis asked what if the residents had not made the repairs.

Mr. Ward replied the CDD would have repaired that which was owned by the CDD.

Mr. Burlis asked why this wasn't communicated.

Mr. Ward responded he was not sure the District was aware homeowners had made repairs. He said they were aware of some.

Mr. Burlis asked how that allowed the District to not reimburse the homeowners.

Mr. Ward said he did not think it was the District's responsibility to make this clear to the homeowners.

Mr. Burlis said his homeowners' group reached out to the CDD, and no one responded to their messages.

Mr. Ward said he was not aware of any messages, but the bottom line was the District Board had indicated it was not going to reimburse any HOAs for storm related damages that were not taken on.

Mr. Burlis asked would the District not reimburse even if the Board had been approached about the damage and did not respond.

Mr. Ward said again he was not aware that the CDD did not respond to anything.

Mr. Burlis said let's just say it was hypothetical, and they were contacted.

Mr. Ward responded it was not a hypothetical question. The answer to his question was the CDD Board had indicated that it was not going to reimburse any Association for storm related damage that it picked up if that facility was owned by the CDD. He said it shouldn't have been done to begin with. He stated he was not aware and had not been advised. He added he did not know that the Board was aware of it either.

Mr. Refkin stated in the CDD minutes and during discussions, it was made really clear by Mr. Ward and the Board that the CDD would go in and fix the things that had not been fixed at that time.

Mr. Burlis asked what time period this was.

Mr. Refkin said a recent time period, and at past minutes show that topic had been a discussion of the CDD for some time.

Mr. Burlis asked what the time was.

Mr. Refkin suggested he go back in the minutes and look as he did not know the exact dates.

Mr. Ward stated he had just been advised that ~~the CDD they~~ did not even own the Castelli Water Management System at the time of the storm last year. He said that was homeowner owned. He said after it was repaired, the District assumed responsibility for its operation and maintenance. He said the position of the Board has been that if it was a private facility at the time, they would not do any repairs.

Mr. Krebs said it was his understanding that Castelli and Ana Capri and the shore line was still owned by the residents during the storm event and was transferred to the CDD afterwards.

Mr. Burlis asked what was meant by owned by the homeowners.

Mr. Krebs responded the Homeowner Association or the homeowners owned that shoreline up to the water's edge, so any improvements would have been the homeowners' responsibility to maintain and operate.

Mr. Burlis asked if it was something that he owned that had been transferred.

Mr. Krebs responded negatively and that from the water level down had been transferred. The developer still owned from control out in the main lake which was 18 down, so they transferred from that control line down to the CDD. He said what is from control up is owned and maintained by the HOA or the homeowner, however it was set up. The lake maintenance easement that was recorded as part of a plat that went along the shoreline, which allowed the owner of the lake at the time, the developer, to have access to maintain the lake shorelines from control up, was owned and maintained by the homeowner or the association, unless it had been transferred to the CDD. So only from 18 down had been transferred to the CDD that he was aware of.

Mr. Ward called for further questions, and hearing none, called for a motion to close the Public Hearing.

~~The point was made by~~ Mr. Weber stated that he wanted to comment on the landscaping item, and that if the CDD was going to continue to service the landscaping costs for the upcoming year, it would have cost about \$768,000 which included improvements of \$150,000. If you take into consideration the point Mr. Byal made that the \$150,000.00 the Master HOA would be able to fund that from

~~existing reserves, then He said~~ the Master HOA would only be paying \$617,000 because the capital improvement were being paid for by the reserve, so it was not an expense. He said then if the appropriate number of units for the HOA and the District was divided, the variance was \$88.04 in additional cost per unit. However, it was valuable to point out that a reserve would not have to be established for the CDD in the upcoming year and would not accrue the cost of the capital improvements and would benefit from the economies of scale of the Master Association that the CDD had not been able to obtain because of the magnitude of the Master Association. He said that was a number that could not be defined yet until all the contracts were renegotiated. He said there were other less numeric facts like the difficulty for the CDD to address things quickly because it needed to adhere to a budget. He said the CDD was a government agency and had to be careful how the money was spent whereas the Master Association had more flexibility. He said as a resident he was interested in that number, and it was a significantly important fact to the residents in the community.

~~Mr. Risso respectively Another resident~~ disagreed with the analysis of \$150,000 capital because that was going to come out of the capital reserves of the Master Association. He said when that capital came out of the reserves, the \$150,000 would not be there for the residents. So although it did not get accounted for as an expense, it was definitely part of the residents' fund that was spent, so the analysis was not correct.

Mr. Weber responded it depended how that figure was looked at. It was not something that residents would be charged for in the upcoming year in the tax bill or Master Association dues.

~~Mr. Risso Weber The resident~~ responded at some point in time when \$150,000 was needed, it would not be in the reserve account, and the residents would be asked for the money. So he pointed out if they did not pay for it now, they would pay for it later.

Mr. Weber said if ~~Mr. Weber Risso the resident's~~ analysis was used it was a difference of \$172.14 per unit.

~~Mr. Risso The resident~~ asked why that would not be material.

Mr. Weber said he was not saying that it wasn't material, but was saying it was important everyone knew what the numbers were. He pointed out there were also a number of factors that a number could not be put on. He said while all these are "concrete" numbers that could be identified, other benefits could not be identified, like the economies a scale, and the size of that number was not known yet.

~~Mr. Risso The resident~~ responded that the Board was making decisions now that were going to impact residents later. He said that was the discussion point. He said the Board, which was made up of residents, was making decisions to transfer budget money over to the Master Association. He said there had to be some

balancing between those two bodies because both of them were coming to residents for the money. He said as decisions were being made by the Board, they needed to be cognizant of the impact on the other side.

Mr. Weber responded that was why he had brought up the discussion.

~~Another Mr. Risso~~ resident said he was not sure he understood the analysis and was it that the \$172 was not material or just that it is \$172.

Mr. Weber responded no, that he was trying to be transparent which was very important and this information had been asked of him and others. He said he was not saying if it was good or bad, but personally, he did not have a problem with it because he felt the number was going to be less at the end of the day.

Mr. Ballinger said if you take into consideration the necessity if the District was still doing the landscaping and that reserve, it was upsetting to everybody. He said Tim Byal came up with the proposal to do the change, and it answered some problems and in itself lessened the impact of the fees that were being paid.

~~Mr. Urbancic noted that it was pointed out that~~ the Board was not bound to the arrangement in perpetuity; so if in a year or two, it was not working and not yielding the benefits expected, then it could be changed.

~~Another~~ resident (name not of record) stated that residents were delaying or using the reserve to counteract the \$172 and lowering it to \$88. So the real number was \$172, and they were using some "stashed cash" to pay it now, and then build the reserve back up again.

~~Mr. Weber noted that it was stated that~~ when the transition occurred, the reserves became the ownership of the residents. The current balance in the reserves was \$5 million. However, if the \$150,000 was ever needed, the reserves impact down the road would be more than adequate.

Mr. Ward called for further questions, and hearing none, called for a motion to close the Public Hearing.

On MOTION made by Mr. Ballinger, seconded by Mr. Donoho, and with all in favor, the Public Hearing was closed.

Mr. Ward asked if there were any questions from the Board on the budget. Hearing none, he called for a motion to adopt Resolution 2018-9 which adopted the Budget for Fiscal Year 2019 beginning on October 1, 2018 and ending on September 30, 2019.

On MOTION made by Mr. Refkin, seconded by Mr. Ballinger, and with all in favor, Resolution 2018-9 was adopted.

importance of the drainage system, and the CDD being the right agency to oversee drainage system repair.

Discussion ensued regarding repainting of the golf course bridge which should be completed in a week and a half, where the paint truck was parked, and possible damage to the lawn.

Mr. Bernard stated a count had been completed and 60 viburnum plants would need to be replaced in the berm. He stated Mr. Ward signed the paperwork for the FEMA irrigation reimbursement, which refunded approximately 75% of the smaller irrigation job (approximately \$9,000 dollars of the \$12,000 dollars), and hopefully within the next 6 weeks he would hear news regarding the larger irrigation job reimbursement. He stated a meeting had been held with the CDD contractor to obtain proposals for the lake bank erosion projects, and the contractor would have proposals by the end of the month.

d) Manager

Mr. Ward stated BrightView Landscaping would receive notice regarding termination at the end of the month. He stated there was approximately \$100,000 dollars set aside for tree trimming which would take 2 months to complete, at which point the relationship with BrightView Landscaping would end. He explained this would not be done until after the holidays.

FIFTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Ward asked if there were any comments from the Board. A Board Member 13:53 asked if anything had been heard regarding the median strip tax situation. Mr. Ward responded an assistant county attorney (who was the Chief Financial Officer) spoke with Tim; it was realized this was not a short term solvable problem and the attorney agreed not to assess the CDD in November. He explained an agreement would be put into place between all parties to maintain this median strip on a going forward basis by October of 2019. He stated if this was not done the CDD could assess another \$50,000 dollar bill. He stated he would contact Tim periodically to enquire about the situation.

A Board Member 15:57 asked if there was a contract between the CDD and the Master Association regarding the landscaping transactions as the CDD was still the owner of the property which the Master Association would be landscaping. Mr. Ward responded in the affirmative; there was an agreement in place which required the Master Association to maintain the property; there would be no transfer of ownership of property. Discussion ensued regarding fees for 2019, a light about 9.5 miles down the street, being out in the exit median strip, and the county repairing this light in the "near future."

A Board Member 18:57 asked about Mike Elgin. Mr. Ward responded Mr. Elgin was no longer with Miromar; he did not know why or where Mr. Elgin had gone. A Board Member 19:48 asked about Mike Fabian. Mr. Ward responded he knew nothing about Miromar Development's internal workings or Mr. Fabian.

An Audience Member 21:21 asked about his tax bill and how the \$2,600 dollars in fees were distributed. Mr. Ward explained this was the debt service tax bill which included the fee for \$520 dollars plus the capital assessment of each lot. The Audience Member asked taxes and fees would be affected if Miromar was to take over landscaping and maintenance. Mr. Ward responded as a result, the fees had already been lowered from \$700 dollars to \$520, and next year should be lowered again. He stated the

FACILITIES MAINTENANCE AGREEMENT

THIS FACILITIES MAINTENANCE AGREEMENT (“Agreement”) is made and entered into as of the 7th day of June, 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.

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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.

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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 1st through September 30th 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 30th of a calendar year provided the Association provides the District written notice of termination no later than May 30th of that year. If written notice of termination is provided by the Association after May 30th, then the effective date of termination will be September 30th 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

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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

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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:

FACILITIES MAINTENANCE AGREEMENT

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

FACILITIES MAINTENANCE AGREEMENT

commercial overnight courier or delivery service; (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be considered received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel may deliver notice on behalf of the party represented. Initial addresses for the Parties include:

To District **Miromar Lakes Community Development District**
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
Attention: James P. Ward, District Manager
jimward@jpwardassociates.com

With a copy to:
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attention: Gregory L. Urbancic, Esq.
gurbancic@cyklawfirm.com

To Association: **Miromar Lakes Master Association, Inc.**
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
Attention: Tim Byal, President
tbyal@miromar.com

With a copy to:
Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
Attn: Mark W. Geschwendt, Esq.

21. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments will constitute one agreement which will be binding on all of the parties.

22. **Paragraph Headings.** The paragraph headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe, explain, modify, simplify or aid in the interpretation of the provisions of this Agreement. This Agreement shall

FACILITIES MAINTENANCE AGREEMENT

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.)

FACILITIES MAINTENANCE AGREEMENT

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

DISTRICT:

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

ATTEST:

DocuSigned by:
Jim Ward
James P. Ward, Secretary

By: [Signature]
David Herring, Chairman

Date: _____

ASSOCIATION:

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

By: [Signature]

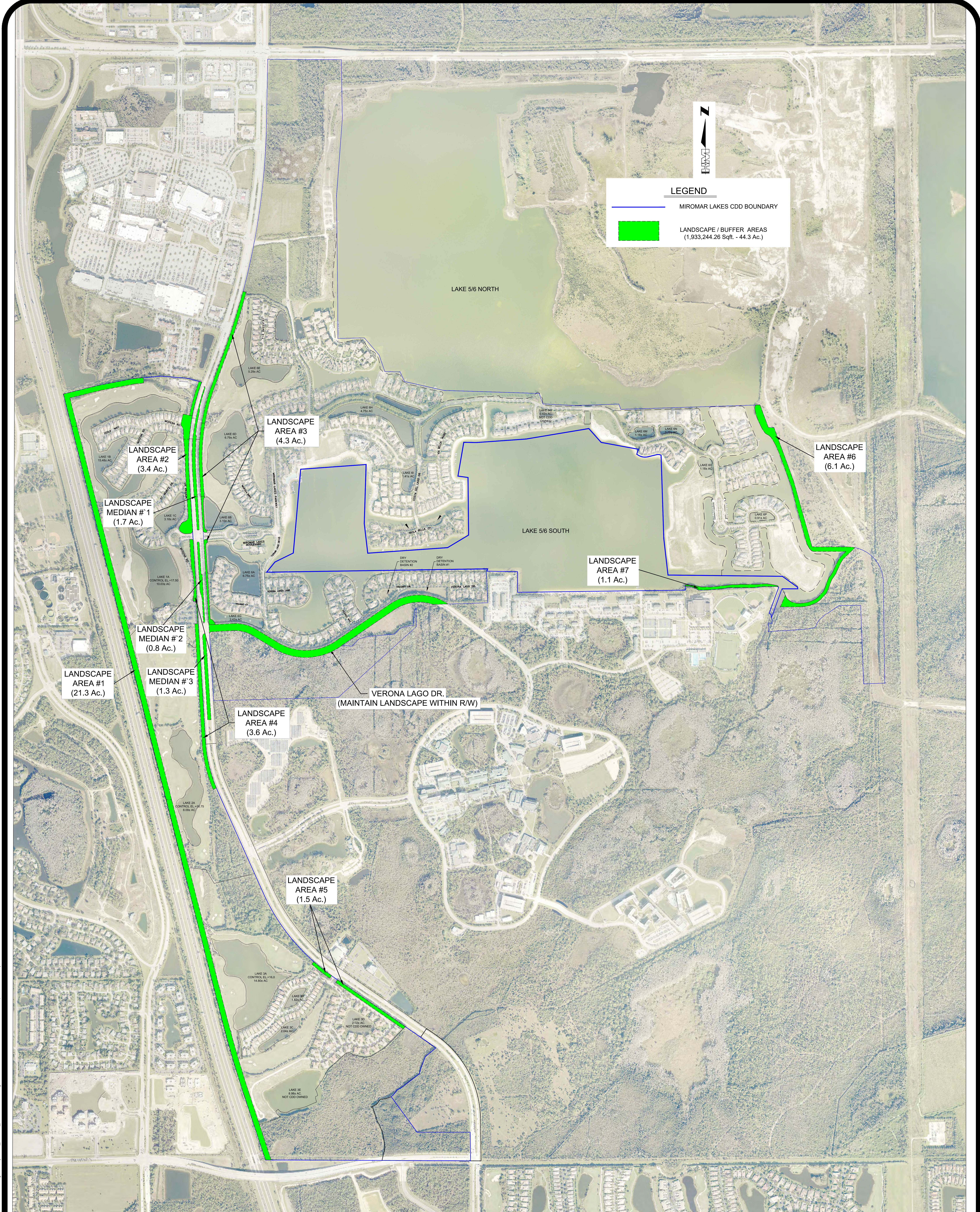
Name: TIM BYAL

Title: PRESIDENT

Date: 4/24/20

FACILITIES MAINTENANCE AGREEMENT

Exhibit "A" Berm and Median Landscape Areas



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\WAD - Water Management\COLOR_BUFFER_EXHIBIT-2018.dwg T: LANDSCAPE_BUFFER_EXHIBIT.dwg Jun. 04. 2018 - 3:13pm

FACILITIES MAINTENANCE AGREEMENT

Exhibit "B" Interlocal Agreement

LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT

THIS LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT is made and entered into this 4th 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 4th 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

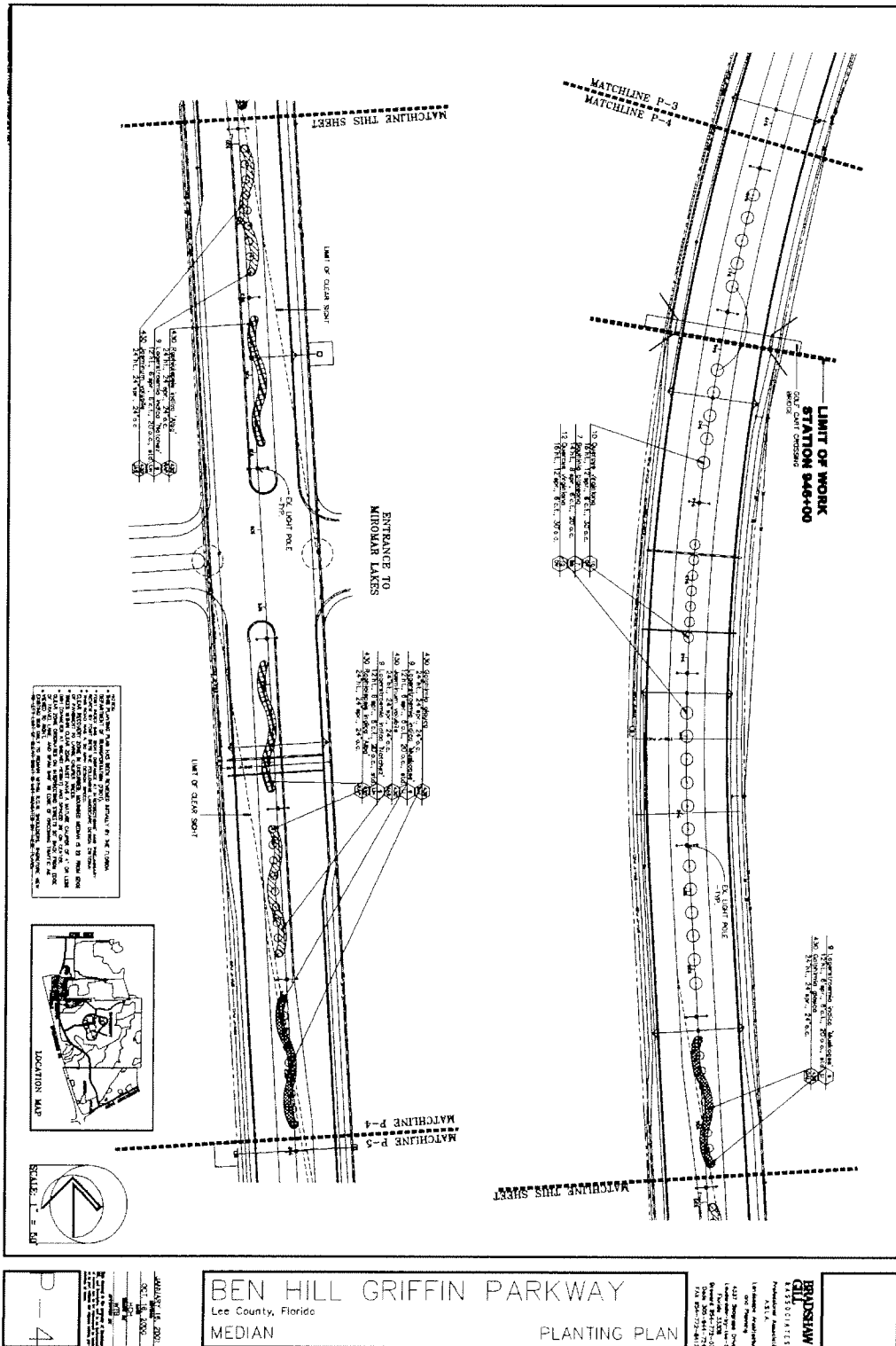
**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM:

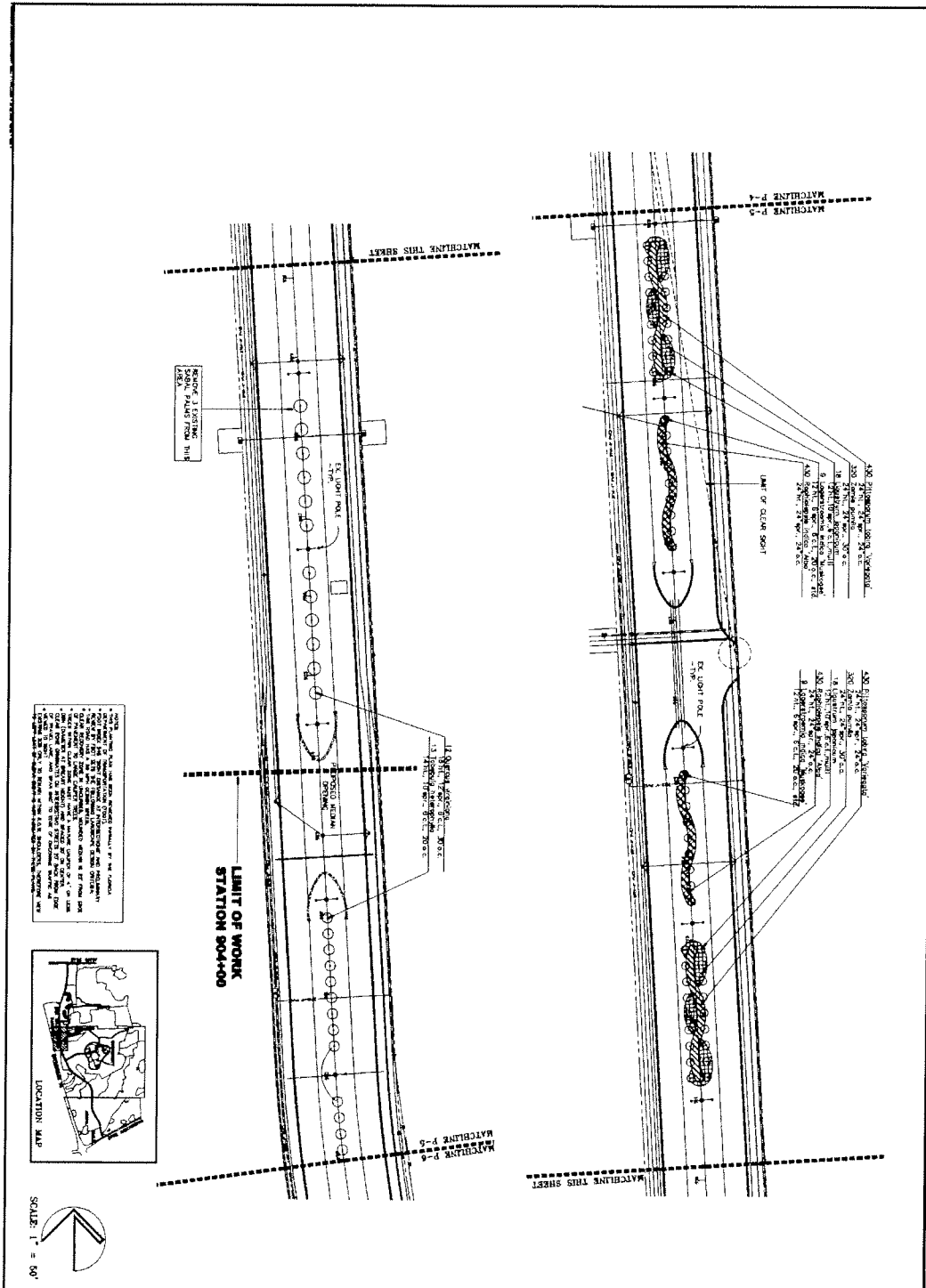
BY: _____
Office of County Attorney



BEN HILL GRIFFIN PARKWAY
 Lee County, Florida
MEDIAN **PLANTING PLAN**

BRUNSWICK
 ENGINEERS
 4327 Douglas Drive
 Jacksonville, Florida 32217
 Telephone: 904-771-2272
 Telefax: 904-771-2273
 FAX: 904-771-2417

DATE: 08/11/2008
 SCALE: 1/8" = 1'-0"
 SHEET: 1 OF 4



<p>APPROVED: [Signature]</p> <p>DATE: [Date]</p>	<p>BEN HILL GRIFFIN PARKWAY Lee County, Florida MEDIAN</p> <p style="text-align: right;">PLANTING PLAN</p>	<p>BRADSHAW GILL 81151514115</p> <p>Professional Association and [Signature]</p> <p>1517 S. Highway 10 Tampa, FL 33606 Phone: 813-288-1111 Fax: 813-288-1112 P.O. Box 1775489</p>
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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	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	XXXX	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."*

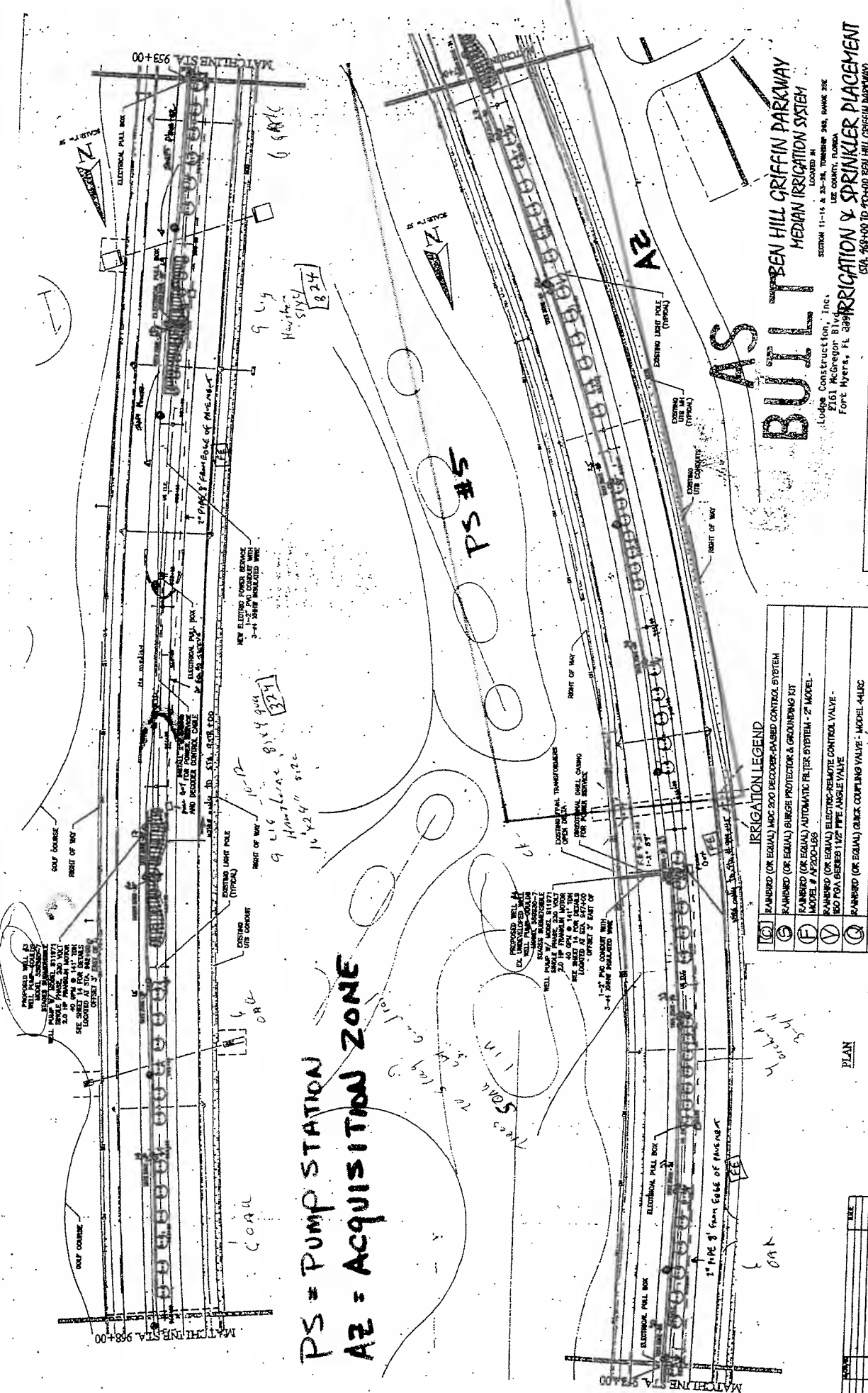
Special Requirements:

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



PS = PUMP STATION
AZ = ACQUISITION ZONE

BUILT

BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM
 SECTION 11-14 & 23-24, TOWNSHIP 28S, RANGE 22E
 LUDGE COUNTY, FLORIDA
Lodge Construction, Inc.
 2761 McGregor Blvd.
 Fort Myers, FL 33901
IRRIGATION & SPRINKLER PLACEMENT
 FOR 450+00 TO 453+00 BEN HILL GRIFFIN PARKWAY

IRRIGATION LEGEND

(G)	5" (OR EQUIV) 100' DECORATIVE CONTROL SYSTEM
(S)	5" (OR EQUIV) BURGE PROTECTOR & GROUNDING KIT
(F)	5" (OR EQUIV) AUTOMATIC FILTER SYSTEM - 2" MODEL - 80' FOR DEGREE 1/2° PATTERN VALVE
(V)	5" (OR EQUIV) ELECTRIC-REMOTE CONTROL VALVE - 80' FOR DEGREE 1/2° PATTERN VALVE
(C)	5" (OR EQUIV) QUICK COUPLING VALVE - MODEL 4410C
(O)	5" (OR EQUIV) BURGLER MODEL 1401 MOUNTED ON 4" POP-UP SPRINKLER - SEE DETAIL PAGE 2
(⊕)	TRAFFICATORY MULTI-PORT SQUARE PATTERN NOZZLE

NATIVE LANDSCAPES
 1500 W. UNIVERSITY BLVD. SUITE 100 FT. LEWIS FL 33607
 (813) 486-1300

SOURCE, INC.
 1000 W. UNIVERSITY BLVD. SUITE 100 FT. LEWIS FL 33607
 (813) 486-1300

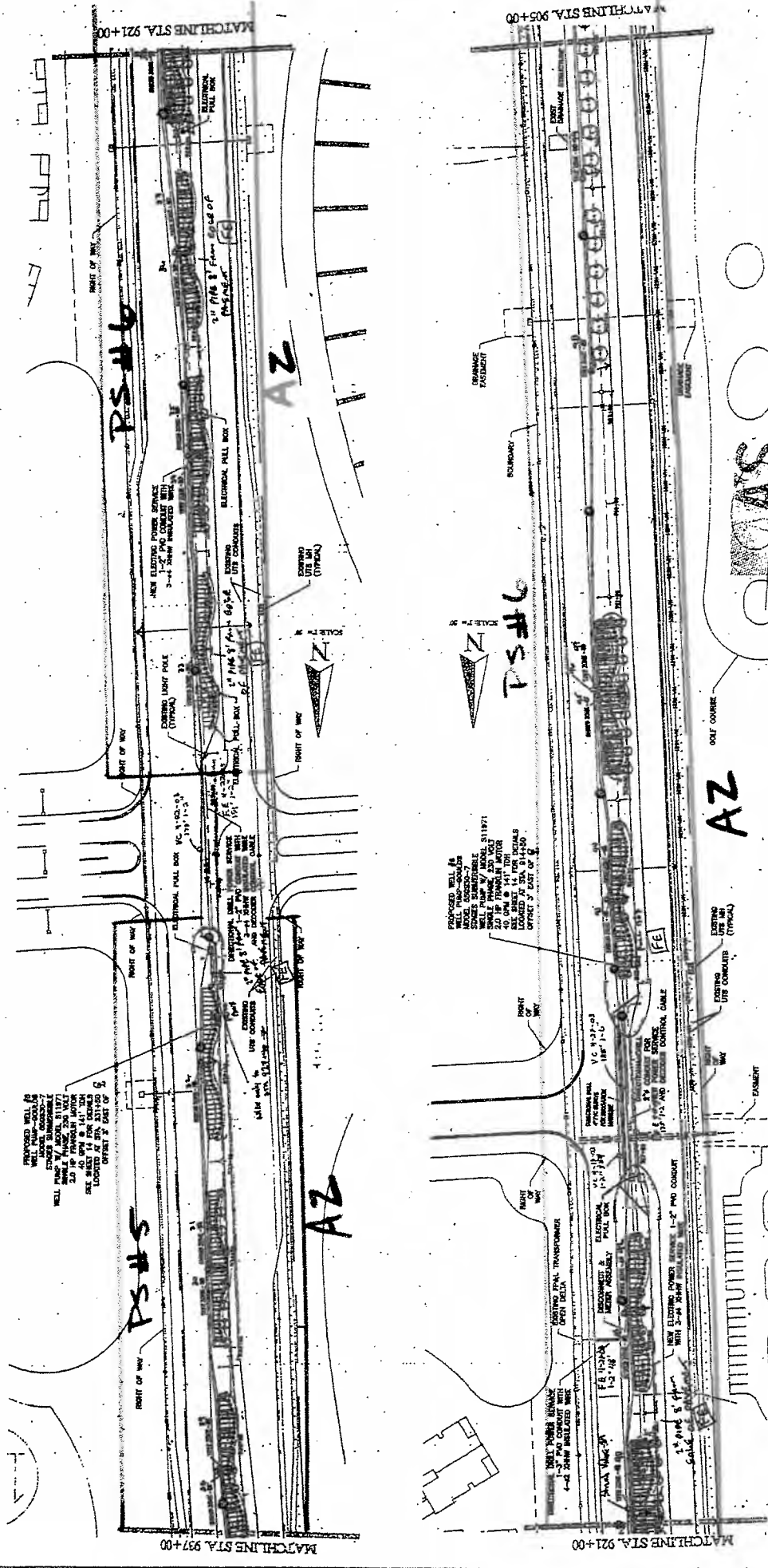
DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____

SCALE: _____

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____

NO.	DATE	REVISION



IRRIGATION LEGEND

(C)	RANDED (OR EQUAL) MKC 200 DECOOPER-BASED CONTROL SYSTEM
(S)	RANDED (OR EQUAL) BURGE PROTECTOR & GROUNDING FIT
(F)	RANDED (OR EQUAL) AUTOMATIC FILTER SYSTEM - 2" MODEL - MODEL # AFS00-LS9
(V)	RANDED (OR EQUAL) ELECTRO-REMOTE CONTROL VALVE - 100 PSI, SERIES 1 1/2" PIPE ANGLE VALVE
(Q)	RANDED (OR EQUAL) BRCK COUPLING VALVE - MODEL 441C
(O)	RANDED (OR EQUAL) RIPPLER MODEL 1401 MOUNTED ON #4 POP-UP SPRINKLER - SEE DETAIL PAGE 12
(@)	RANDED (OR EQUAL) 800-SAM-PRS BRAY HEAD WITH 7 DEGREE TRAJECTORY MULTI-PORT GEORAY PATTERN NOZZLE

BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM
 LOCATED IN
 SECTION 11-14 & 23-24, TOWNSHIP 28S, RANGE 25E,
 LEE COUNTY, FLORIDA

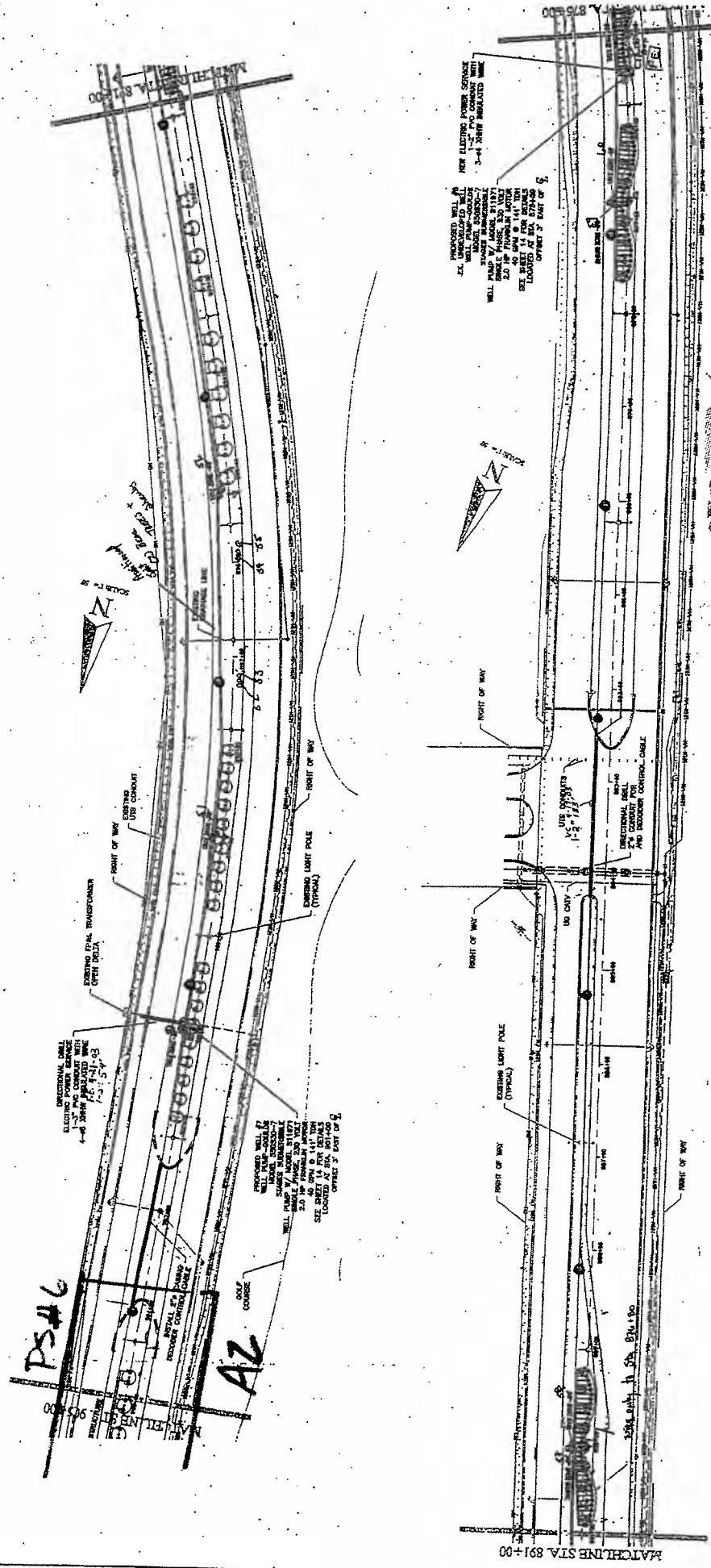
NATIVE LANDSCAPES
 1500 BULLOCK ROAD, SUITE 200, FT. MYERS, FLORIDA 33901
 PHONE: (813) 938-2500
 FAX: (813) 938-2500
 WWW: WWW.NATIVELANDSCAPES.COM

IRRIGATION & SPRINKLER PLACEMENT
 G.P. 93-000 TO 935-000 BEN HILL GRIFFIN PARKWAY

DATE	5
REV.	1
BY	JK
CHK	JK
APP.	JK
SCALE	AS SHOWN
CUSTOMER'S SCALE	AS SHOWN
PROJECT NUMBER	1500 BULLOCK ROAD, SUITE 200, FT. MYERS, FLORIDA 33901
PROJECT NAME	BEN HILL GRIFFIN PARKWAY
PROJECT ADDRESS	G.P. 93-000 TO 935-000 BEN HILL GRIFFIN PARKWAY
PROJECT CITY	FT. MYERS, FLORIDA
PROJECT STATE	FLORIDA
PROJECT COUNTY	LEE COUNTY, FLORIDA
PROJECT ZIP	33901

PLAN

NO.	DATE	DESCRIPTION



**BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM**
 LOCATED IN
 SECTION 11-14 & 23-24, TOWNSHIP 28S, RANGE 28E
 LEE COUNTY, FLORIDA
IRRIGATION & SPRINKLER PLACEMENT
 GSA 905-100 TO 975-100 BEN HILL GRIFFIN PARKWAY

AS/
BUT

Lodge Construction, Inc.
 2101 McKeever Blvd.
 Fort Myers, FL 33901

DATE	11-11-11	PROJECT	BEN HILL GRIFFIN PARKWAY
DRAWN BY	AS/	CHECKED BY	BUT
SCALE	AS SHOWN	DATE	11-11-11
PROJECT NUMBER	905-100 TO 975-100	CLIENT	SOURCE INC.
SHEET NO.	6	TOTAL SHEETS	6

IRRIGATION LEGEND

(C)	RANDED (OR EQUAL) MCC-200 DECODER-BASED CONTROL SYSTEM
(S)	RANDED (OR EQUAL) SURGE PROTECTOR & GROUNDING KIT
(F)	RANDED (OR EQUAL) AUTOMATIC FITEK SYSTEM - 2" MODEL - MODEL # AP200-LB
(V)	RANDED (OR EQUAL) ELECTRIC-REMOTE CONTROL VALVE - 80 PSI PRESSURE 1/2" TEE ANGLE VALVE
(Q)	RANDED (OR EQUAL) QUICK COUPLING VALVE - MODEL 4-HEC
(O)	RANDED (OR EQUAL) BUBBLER MODEL HQ1 MOUNTED ON 4" POP-UP SPRINKLER - SEE DETAIL PAGE 12
(P)	RANDED (OR EQUAL) 100'-6" BALL BEARING 4" HEAD WITH 7 DEGREE TRAJECTORY MULTI-PORT SQUARE PATTERN NOZZLE

PLAN

PS-46

AZ

MATCHLINE STA. 891+00



Landscape Berm Location

CDD Boundary Line

Landscape Berm Location

Existing Concrete Weir Location

Landscape Berm Location

100 Ft Access Easement



Plantings on top of berm

CDD Boundary

Berm is roughly 75 feet wide

Plantings roughly 23 ft wide

Roughly 25 ft from trees to toe of berm

Roughly 27 ft from lake to trees

CDD Boundary

Lot #12

Lot #13

Lot #14

Lot #15

Lot #16

Lot #17

Lot #18

Lot #19

Lot #20



Lot #1

Lot #20

Berm width roughly 65 ft

Roughly 24 ft from trees to toe of berm

Roughly 20 ft from lake to trees

Plantings on top of berm

Plantings roughly 20 ft wide

CDD Boundary

Lot #2

Lot #3

Lot #4

Lot #5

Lot #6

Lot #7

Lot #8

Lot #9

Lot #18

Lot #17

Lot #16

Lot #15

Lot #14

Lot #13

Lot #12

Lot #11

Lot #10



CDD Boundary

Plantings on top of berm

Plantings roughly 25 ft wide

Roughly 26 ft from trees to toe of berm

Roughly 22 ft from lake to trees

Berm width roughly 73 ft

8
9
10
11
12
13
14
15
28
29
30
31
32



Roughly 20 ft from trees to toe of berm

CDD Boundary

Plantings roughly 22 ft wide

Plantings on top of berm

Berm width roughly 62 ft

Roughly 20 ft from lake to trees

Plantings roughly 22 ft wide

Berm width roughly 74 ft

Roughly 23 ft from lake to trees

Roughly 29 ft from trees to toe of berm

100 ft Access and utility easement

Plantings on top of berm

CDD Boundary

100' WIDE INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT ESMT. PARCEL #2 2010000230562

EGRESS AND UTILITY EASEMENT AGREEMENT ESMT. PARCEL #3 2010000230562

FGCU PARKWAY EAST TRACT R4

29

15

28

16

27

17

18

19

20

26

25

24

23

22

21

10' PUE

10' PUE

10' PUE

10' PUE

10' PUE

40'

40'

Rec'd Fee \$ _____
State Stamps _____
Doc. Stamps \$ _____
Total \$ _____

Parcel ID No.:

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

Above space reserved for Clerk's office

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 30th day of January, 2008, by **MIROMAR LAKES, LLC**, a Florida limited liability company, whose mailing address is c/o Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as Grantor to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes, whose post office address is c/o Goodlette, Coleman & Johnson, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103, as Grantee;

The Grantor, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt of which is acknowledged, grants, bargains, sells, conveys unto the Grantee and its successors and assigns forever, the following described land situate, lying and being in the County of Lee, State of Florida, more particularly described on **Exhibit "A"**.

THE PROPERTY IS SUBJECT TO taxes for the year 2008 and subsequent years.

THE PROPERTY IS ALSO SUBJECT TO 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 except as reserved in this Deed.

Grantor reserves to itself, its successors and assigns, and grants to Miromar Lakes Master Association, Inc. ("Master Association") a non-

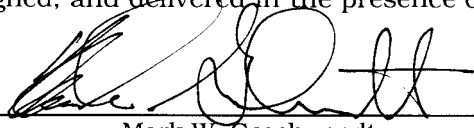
exclusive easement over and across Tract O-1 (Parcel B-6203), Tract O-2 (Parcel B-6204) and Tract O-3 (Parcel B-6206) for the following purposes: (1) ingress, egress and use across, over, in and under the Property for the recreational purposes of boating, swimming, fishing, water skiing, building docks and all other recreational rights on the Property which is part of a system of lakes, provided such use does not conflict with or interfere with Grantee's use and operation of the Property and its facilities which are located on and are a part of the Property, and (2) the discharge into and drawdown of water from the lakes for irrigation or other reasonable regulation and use of such water provided Grantor and/or Master Association obtain the necessary permits for the discharge and drawdown, such use complies with all state and Federal laws and regulations and such use does not interfere with and is not in conflict with the use or operation of Grantee and its facilities.

Grantor and Master Association, each as to their own use, indemnify and hold Grantee harmless for all claims, causes of action, liability, loss, penalties, damages, and costs and expenses (including reasonable attorney's fees and all costs of litigation) of any kind and nature arising out of Grantor's or Master Association's use of the easements. The indemnifications described herein are not intended to expand or subject Grantor or Master Association to liability on behalf of the Grantee for any amount greater than the statutory limitation on claims or actions brought against the Grantee.

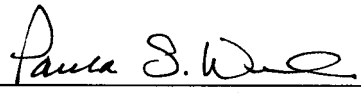
The Grantor covenants to the Grantee that at the time of delivering this Special Warranty Deed it is lawfully seized of the premises, that it has good right and lawful authority to sell and convey it; and the Grantor fully warrants the title to the land, and will defend it against lawful claims of all 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.

Signed, and delivered in the presence of:



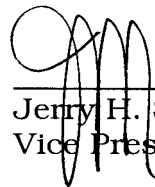
Mark W. Geschwendt



Paula S. Ward

MIROMAR LAKES, LLC, a Florida limited liability company

By: Miromar Development Corporation, a Florida corporation, as its Managing Member

By: 

Jerry H. Schmoyer
Vice President

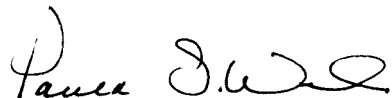
Address:
10801 Corkscrew Road, Suite 305
Estero, Florida 33928

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 30th day of January, 2008, by **Jerry H. Schmoyer**, as Vice President of Miromar Development Corporation, a Florida corporation, on behalf of the corporation as the Managing Member of **MIROMAR LAKES, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me.



(NOTARY SEAL)



Paula S. Ward, Notary Public, State of Florida
Commission No.: DD416627
Expiration Date: May 18, 2009

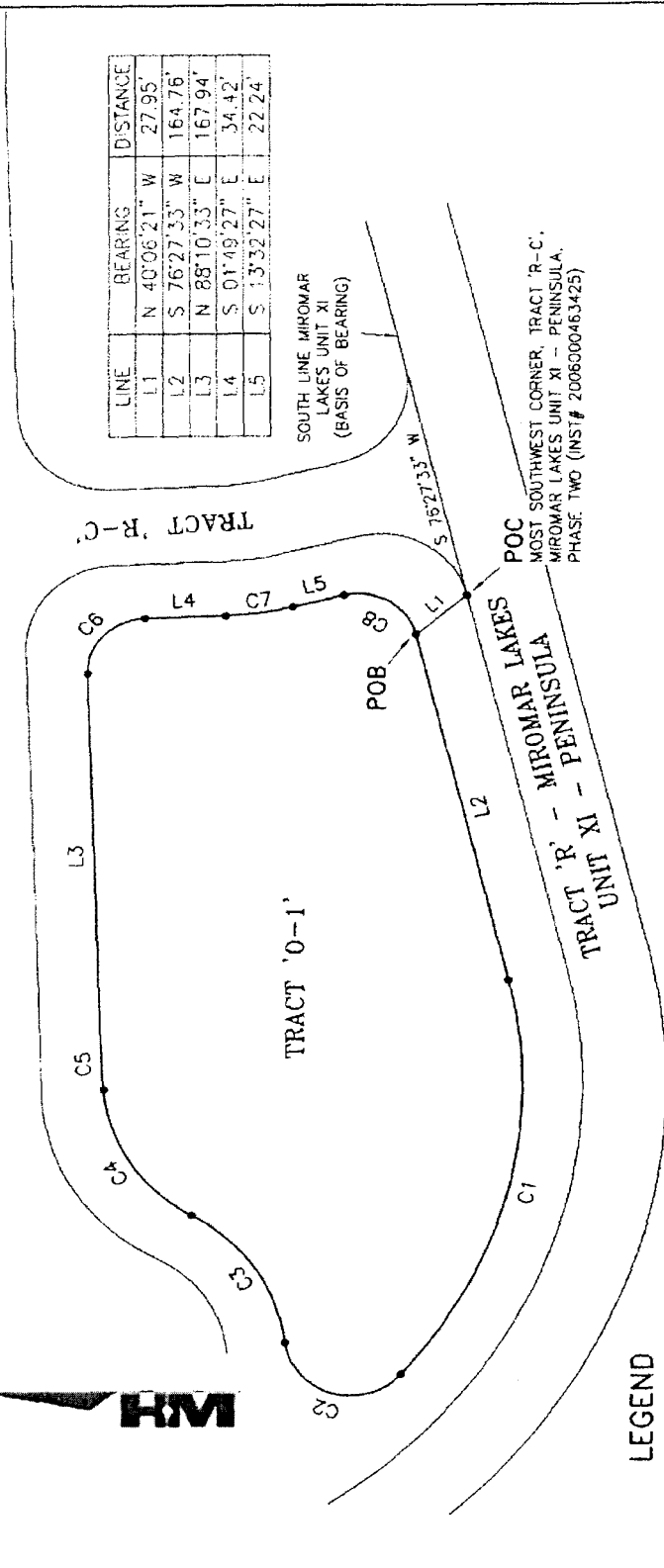
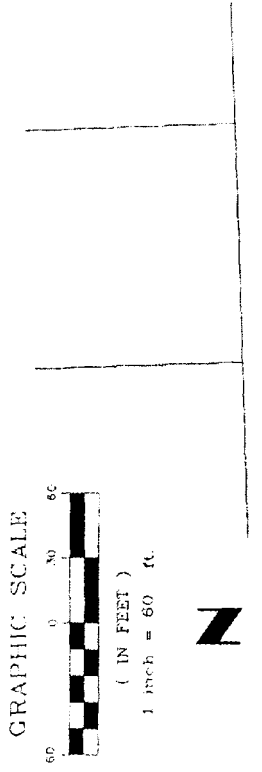
EXHIBIT "A"
Legal Descriptions

Parcel B-6203: A PARCEL OF LAND LOCATED IN A PORTION OF TRACT 'O-1', MIROMAR LAKES UNIT XII - PENINSULA, PHASE TWO ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000463425 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHWEST CORNER OF TRACT 'R-C', MIROMAR LAKES UNIT XII - PENINSULA, PHASE TWO ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000463425 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.40°06'21"W., FOR A DISTANCE OF 27.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.76°27'33"W., FOR A DISTANCE OF 164.76 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 207.50 FEET, THROUGH A CENTRAL ANGLE OF 54°12'54", SUBTENDED BY A CHORD OF 189.10 FEET AT A BEARING OF N.76°26'00"W., FOR A DISTANCE OF 196.34 FEET TO A POINT OF COMPOUND CURVE CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 28.00 FEET, THROUGH A CENTRAL ANGLE OF 132°19'06", SUBTENDED BY A CHORD OF 51.22 FEET AT A BEARING OF N.16°50'00"E., FOR A DISTANCE OF 64.66 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 53°23'08", SUBTENDED BY A CHORD OF 71.87 FEET AT A BEARING OF N.56°17'59"E., FOR A DISTANCE OF 74.54 FEET TO A POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 55°23'26", SUBTENDED BY A CHORD OF 69.72 FEET AT A BEARING OF N.57°18'08"E., FOR A DISTANCE OF 72.51 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 457.50 FEET, THROUGH A CENTRAL ANGLE OF 3°10'42", SUBTENDED BY A CHORD OF 25.38 FEET AT A BEARING OF N.86°35'12"E., FOR A DISTANCE OF 25.38 FEET TO THE END OF SAID CURVE; THENCE RUN N.88°10'33"E., FOR A DISTANCE OF 167.94 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 35.36 FEET AT A BEARING OF S.46°49'27"E., FOR A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE RUN S.01°49'27"E., FOR A DISTANCE OF 34.42 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 142.50 FEET, THROUGH A CENTRAL ANGLE OF 11°43'00", SUBTENDED BY A CHORD OF 29.09 FEET AT A BEARING OF S.07°40'57"E., FOR A DISTANCE OF 29.14 FEET TO THE END OF SAID CURVE; THENCE RUN S.13°32'27"E., FOR A DISTANCE OF 22.24 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 35.36 FEET AT A BEARING OF S.31°27'33"W., FOR A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING; CONTAINING 1.180 ACRES, MORE OR LESS.

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	207.50'	54°12'54"	189.10'	N 76°26'00" W	196.34'
C2	28.00'	132°19'06"	51.22'	N 16°50'00" E	64.66'
C3	80.00'	53°23'08"	71.67'	N 56°17'59" E	74.54'
C4	75.00'	55°23'26"	69.72'	N 57°18'08" E	72.51'
C5	457.50'	3°10'42"	25.38'	N 86°35'12" E	25.38'
C6	25.00'	90°00'00"	35.36'	S 46°49'27" E	39.27'
C7	142.50'	1°43'00"	29.09'	S 07°40'57" E	29.14'
C8	25.00'	90°00'00"	35.36'	S 31°27'33" W	39.27'

LINE	BEARING	DISTANCE
L1	N 40°06'21" W	27.95'
L2	S 76°27'33" W	164.76'
L3	N 88°10'33" E	167.94'
L4	S 01°49'27" E	34.42'
L5	S 13°32'27" E	22.24'



LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING

SEC-TWN-RGE 13-48-25
 DRAWN BY AI
 DATE 10/07
 CHECKED BY THM
 DRAWING NO. B-8203



950 Encore Way
 Naples, FL 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Licensed Surveyor
 Authorization No. 1772

* NOT A SURVEY *

NOT VALID WITHOUT
 THE SIGNATURE AND
 SEAL OF A FLORIDA
 LICENSED SURVEYOR
 AND MAPPER.

PROJECT NO:
05.126

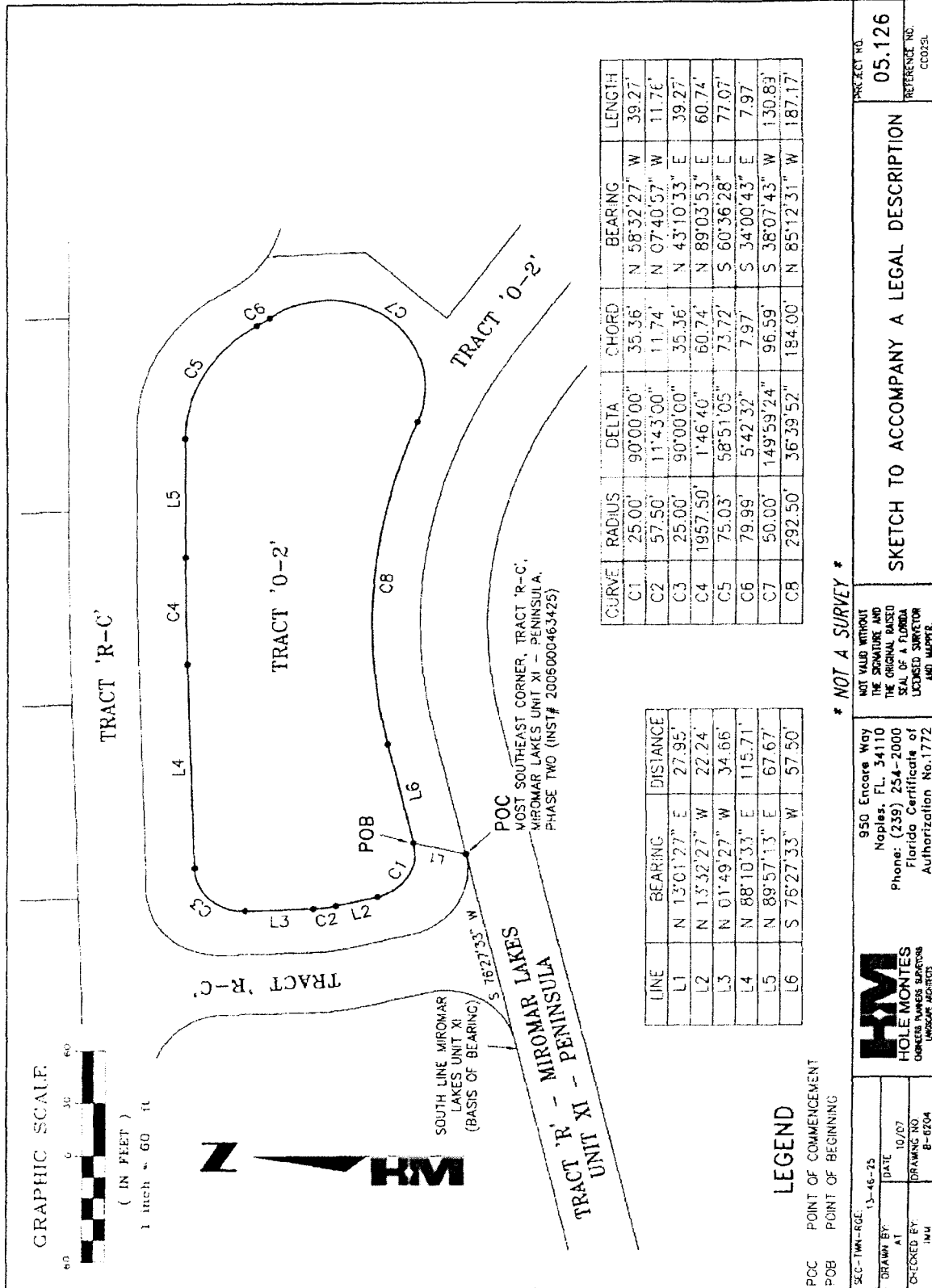
SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

REFERENCE NO:
 CCOISL

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Parcel B-6204: A PARCEL OF LAND LOCATED IN A PORTION OF TRACT 'O-2', MIROMAR LAKES UNIT XII - PENINSULA, PHASE TWO ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000463425 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEAST CORNER OF TRACT 'R-C', MIROMAR LAKES UNIT XII - PENINSULA, PHASE TWO ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000463425 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.13°01'27"E., FOR A DISTANCE OF 27.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; WHOSE RADIUS POINT BEARS N.13°32'27"W., THEREFROM; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 35.36 FEET AT A BEARING OF N.58°32'27"W., FOR A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE RUN N.13°32'27"W., FOR A DISTANCE OF 22.24 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 57.50 FEET, THROUGH A CENTRAL ANGLE OF 11°43'00", SUBTENDED BY A CHORD OF 11.74 FEET AT A BEARING OF N.07°40'57"W., FOR A DISTANCE OF 11.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.01°49'27"W., FOR A DISTANCE OF 34.66 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 35.36 FEET AT A BEARING OF N.43°10'33"E., FOR A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE RUN N.88°10'33"E., FOR A DISTANCE OF 115.71 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1957.50 FEET, THROUGH A CENTRAL ANGLE OF 1°46'40", SUBTENDED BY A CHORD OF 60.74 FEET AT A BEARING OF N.89°03'53"E., FOR A DISTANCE OF 60.74 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°57'13"E., FOR A DISTANCE OF 67.67 FEET; TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; WHOSE RADIUS POINT BEARS S.00°02'00"E., THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 75.03 FEET, THROUGH A CENTRAL ANGLE OF 58°51'05", SUBTENDED BY A CHORD OF 73.72 FEET AT A BEARING OF S.60°36'28"E., FOR A DISTANCE OF 77.07 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHEASTERLY; WHOSE RADIUS POINT BEARS N.58°50'33"E., THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 79.99 FEET, THROUGH A CENTRAL ANGLE OF 5°42'32", SUBTENDED BY A CHORD OF 7.97 FEET AT A BEARING OF S.34°00'43"E., FOR A DISTANCE OF 7.97 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 149°59'24", SUBTENDED BY A CHORD OF 96.59 FEET AT A BEARING OF S.38°07'43"W., FOR A DISTANCE OF 130.89 FEET TO A POINT OF REVERSE CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 292.50 FEET, THROUGH A CENTRAL ANGLE OF 36°39'52", SUBTENDED BY A CHORD OF 184.00 FEET AT A BEARING OF N.85°12'31"W., FOR A DISTANCE OF 187.17 FEET TO THE END OF SAID CURVE; THENCE RUN S.76°27'33"W., FOR A DISTANCE OF 57.50 FEET, TO THE POINT OF BEGINNING CONTAINING 0.798 ACRE, MORE OR LESS.



CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	25.00'	90°00'00"	35.36'	N 58°32'27" W	39.27'
C2	57.50'	11°43'00"	11.74'	N 07°40'57" W	11.76'
C3	25.00'	90°00'00"	35.36'	N 43°10'33" E	39.27'
C4	1957.50'	1°46'40"	60.74'	N 89°03'53" E	60.74'
C5	75.03'	58°51'05"	73.72'	S 60°36'28" E	77.07'
C6	79.99'	5°42'32"	7.97'	S 34°00'43" E	7.97'
C7	50.00'	149°59'24"	96.59'	S 38°07'43" W	130.83'
C8	292.50'	36°39'52"	184.00'	N 85°12'31" W	187.17'

LINE	BEARING	DISTANCE
L1	N 13°01'27" E	27.95'
L2	N 13°32'27" W	22.24'
L3	N 01°49'27" W	34.66'
L4	N 88°10'33" E	115.71'
L5	N 89°57'13" E	67.67'
L6	S 76°27'33" W	57.50'

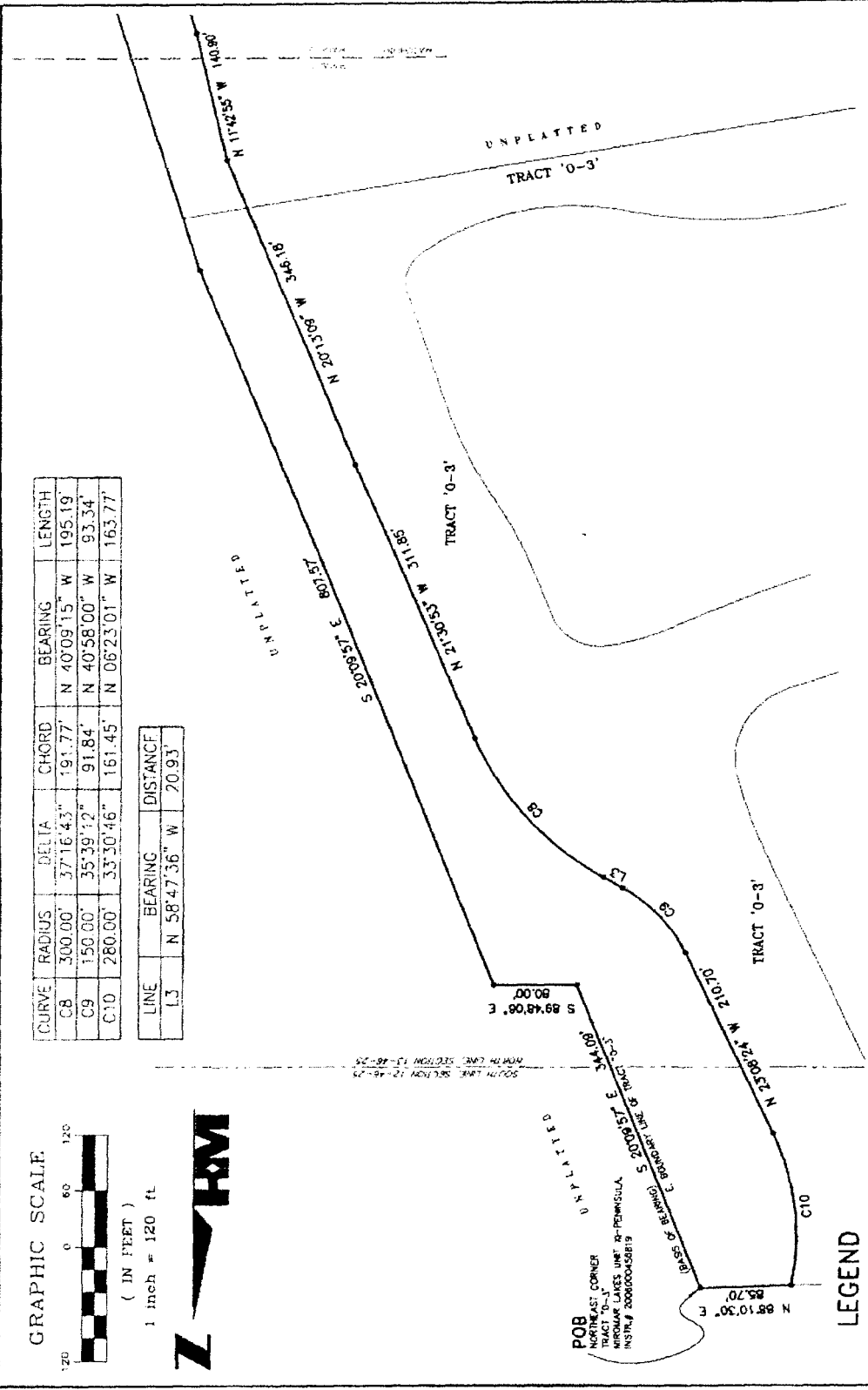
* NOT A SURVEY *

PROJECT NO. 05.126	
REFERENCE NO. C0005L	
SKETCH TO ACCOMPANY A LEGAL DESCRIPTION	
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	950 Encore Way Naples, FL 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772
SEC - TWR - RGE 13-46-25	HMM HOLE MONTES SURVEYING & MAPPING
DRAWN BY: AT	DATE 10/07
CHECKED BY: INW	DRAWING NO. B-4204

Parcel B-6205: A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 26 EAST, PARCEL ALSO LOCATED IN A PORTION OF TRACT 'O-3', MIROMAR LAKES UNIT XI - PENINSULA, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000456819 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT 'O-3', MIROMAR LAKES UNIT XI - PENINSULA, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000456819 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.20°09'57"E., ALONG THE EASTERLY BOUNDARY OF TRACT "O-3" OF SAID MIROMAR LAKES UNIT XI - PENINSULA, FOR A DISTANCE OF 344.09 FEET; THENCE RUN S.89°48'06"E., ALONG THE EASTERLY BOUNDARY OF TRACT "O-3" OF SAID MIROMAR LAKES UNIT XI - PENINSULA, FOR A DISTANCE OF 80.00 FEET; THENCE RUN S.20°09'57"E., ALONG THE EASTERLY BOUNDARY OF TRACT "O-3" OF SAID MIROMAR LAKES UNIT XI - PENINSULA, FOR A DISTANCE OF 807.57 FEET; THENCE RUN S.15°43'44"E., FOR A DISTANCE OF 978.45 FEET; THENCE RUN S.89°46'43"E., FOR A DISTANCE OF 516.04 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 17°13'33", SUBTENDED BY A CHORD OF 149.76 FEET AT A BEARING OF S.81°09'56"E., FOR A DISTANCE OF 150.32 FEET TO THE END OF SAID CURVE; THENCE RUN S.59°28'59"W., FOR A DISTANCE OF 23.94 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 650.00 FEET, THROUGH A CENTRAL ANGLE OF 33°32'27", SUBTENDED BY A CHORD OF 375.10 FEET AT A BEARING OF S.42°42'45"W., FOR A DISTANCE OF 380.51 FEET TO THE END OF SAID CURVE; THENCE RUN S.25°56'32"W., FOR A DISTANCE OF 299.56 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 66°22'29", SUBTENDED BY A CHORD OF 492.64 FEET AT A BEARING OF S.59°07'46"W., FOR A DISTANCE OF 521.31 FEET TO THE END OF SAID CURVE; THENCE RUN N.87°41'00"W., FOR A DISTANCE OF 227.42 FEET; THENCE RUN N.19°49'36"E., FOR A DISTANCE OF 125.38 FEET; TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; WHOSE RADIUS POINT BEARS N.52°41'33"E., THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 57°21'10", SUBTENDED BY A CHORD OF 191.94 FEET AT A BEARING OF S.65°59'02"E., FOR A DISTANCE OF 200.20 FEET TO THE END OF SAID CURVE; THENCE RUN N.85°20'23"E., FOR A DISTANCE OF 33.57 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 59°53'22", SUBTENDED BY A CHORD OF 399.33 FEET AT A BEARING OF N.55°23'42"E., FOR A DISTANCE OF 418.11 FEET TO THE END OF SAID CURVE; THENCE RUN N.25°27'01"E., FOR A DISTANCE OF 364.83 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 28°10'12", SUBTENDED BY A CHORD OF 184.95 FEET AT A BEARING OF N.39°32'07"E., FOR A DISTANCE OF 186.83 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°25'06"W., FOR A DISTANCE OF

446.01 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF $74^{\circ}16'31''$, SUBTENDED BY A CHORD OF 114.71 FEET AT A BEARING OF $N.52^{\circ}16'50''W.$, FOR A DISTANCE OF 123.15 FEET TO THE END OF SAID CURVE; THENCE RUN $N.15^{\circ}08'34''W.$, FOR A DISTANCE OF 721.17 FEET; THENCE RUN $N.11^{\circ}42'55''W.$, FOR A DISTANCE OF 140.90 FEET; THENCE RUN $N.20^{\circ}13'09''W.$, FOR A DISTANCE OF 346.18 FEET; THENCE RUN $N.21^{\circ}30'53''W.$, FOR A DISTANCE OF 311.85 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}16'43''$, SUBTENDED BY A CHORD OF 191.77 FEET AT A BEARING OF $N.40^{\circ}09'15''W.$, FOR A DISTANCE OF 195.19 FEET TO THE END OF SAID CURVE; THENCE RUN $N.58^{\circ}47'36''W.$, FOR A DISTANCE OF 20.93 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF $35^{\circ}39'12''$, SUBTENDED BY A CHORD OF 91.84 FEET AT A BEARING OF $N.40^{\circ}58'00''W.$, FOR A DISTANCE OF 93.34 FEET TO THE END OF SAID CURVE; THENCE RUN $N.23^{\circ}08'24''W.$, FOR A DISTANCE OF 210.70 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}30'46''$, SUBTENDED BY A CHORD OF 161.45 FEET AT A BEARING OF $N.06^{\circ}23'01''W.$, FOR A DISTANCE OF 163.77 FEET TO THE END OF SAID CURVE; THENCE RUN $N.88^{\circ}10'30''E.$, FOR A DISTANCE OF 85.70 FEET, TO THE POINT OF BEGINNING CONTAINING 7.352 ACRES MORE OR LESS.



CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C8	300.00'	37°16'43"	191.77'	N 40°09'15" W	195.19'
C9	150.00'	35°39'12"	91.84'	N 40°58'00" W	93.34'
C10	280.00'	33°30'46"	161.45'	N 06°23'01" W	163.77'

LINE	BEARING	DISTANCE
L3	N 58°47'36" W	20.93'



POB
NORTHEAST CORNER
TRACT '0-3'
INSTR # 2008000036958

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

SEC-TWN-RGE:	13-46-25
DRAWN BY:	DATE
CHECKED BY:	DRAWING NO.
TITLE	E-6205

* NOT A SURVEY *

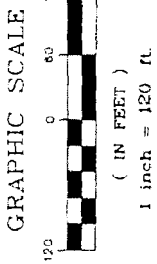
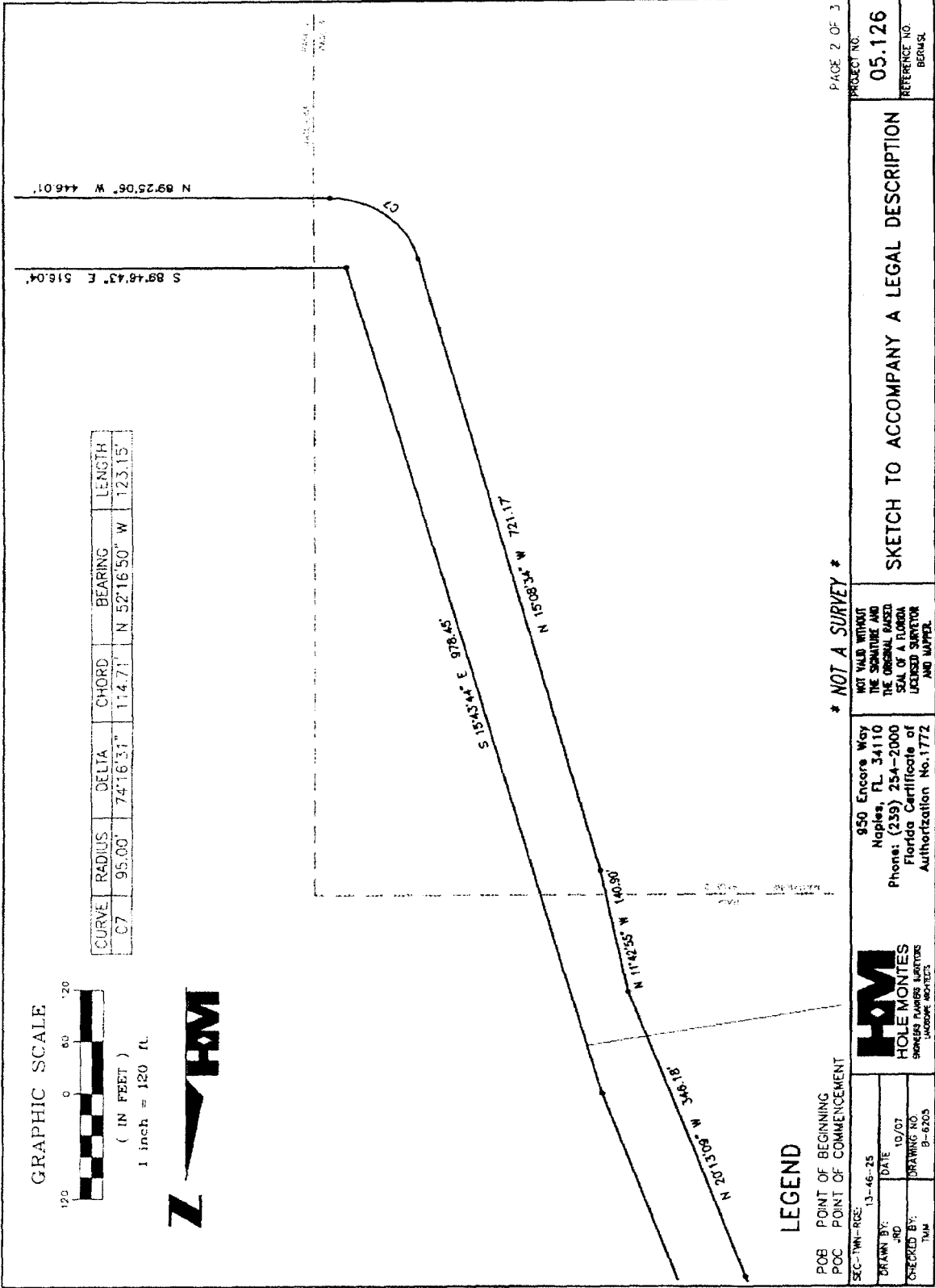
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of Authorization No. 1772



PROJECT NO
05.126
REFERENCE NO
BERUS.

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION



CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C7	95.00'	74°16'31"	114.71'	N 52°16'50" W	123.15'



LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

SEC-TWN-RGE	13-46-2E
DRAWN BY:	DATE
CHECKED BY:	DRAWING NO.
T.M.	9-6203

H.M.
HOLE MONTES
SURVEYING & ENGINEERING

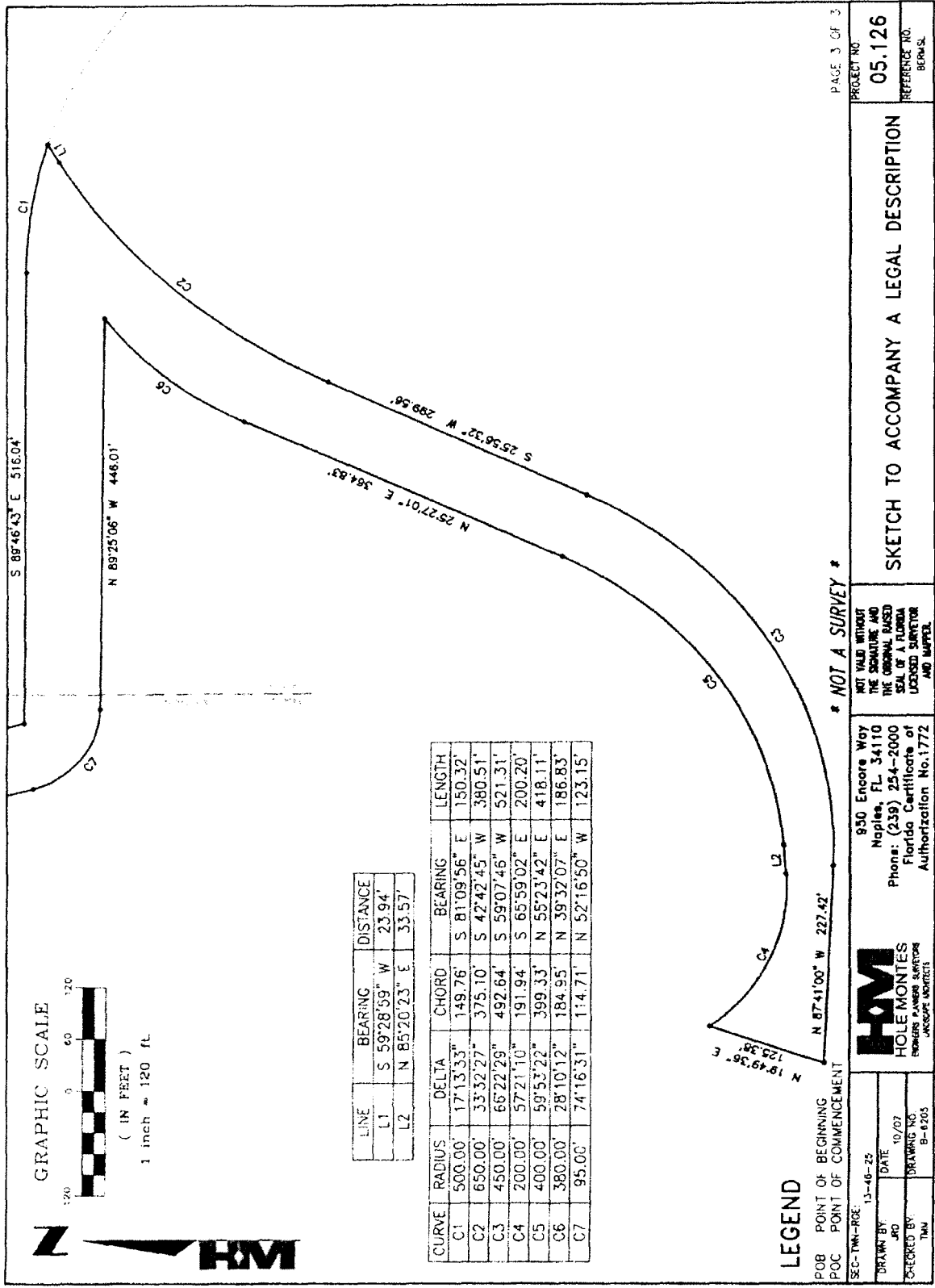
950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No. 1772

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LICENSED SURVEYOR
AND MAPPER.

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PAGE 2 OF 3
PROJECT NO.
05.126
REFERENCE NO.
BERUSE



POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT

SEC-TW-ROE: 13-46-25

DATE: 10/07

DRAWING NO.: B-6203

DRAWN BY: [Blank]

CHECKED BY: [Blank]

DATE: 10/07

DRAWING NO.: B-6203

THW

950 Encore Way
 Naples, FL 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Professional Engineer
 Authorization No. 1772

H.M.
 HOLE MONTES
 ENGINEERS PLANNERS SURVEYORS
 LANDSCAPE ARCHITECTS

*** NOT A SURVEY ***

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

950 Encore Way
 Naples, FL 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Professional Engineer
 Authorization No. 1772

H.M.
 HOLE MONTES
 ENGINEERS PLANNERS SURVEYORS
 LANDSCAPE ARCHITECTS

PROJECT NO. 05.126
 REFERENCE NO. BENDAL

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PAGE 3 OF 3

Parcel B-6206: A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AND IN A PORTION OF TRACT 'O-3', MIROMAR LAKES UNIT XI - PENINSULA, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000456819 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT 'O-3', MIROMAR LAKES UNIT XI - PENINSULA, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000456819 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.88°10'30"W., ALONG THE NORTH LINE OF TRACT "O-3" OF SAID MIROMAR LAKES UNIT XI - PENINSULA, FOR A DISTANCE OF 85.70 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY; WHOSE RADIUS POINT BEARS S.79°37'38"E., THEREFROM; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 280.00 FEET, THROUGH A CENTRAL ANGLE OF 33°30'46", SUBTENDED BY A CHORD OF 161.45 FEET AT A BEARING OF S.06°23'01"E., FOR A DISTANCE OF 163.77 FEET TO THE END OF SAID CURVE; THENCE RUN S.23°08'24"E., FOR A DISTANCE OF 210.70 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 35°39'12", SUBTENDED BY A CHORD OF 91.84 FEET AT A BEARING OF S.40°58'00"E., FOR A DISTANCE OF 93.34 FEET TO THE END OF SAID CURVE; THENCE RUN S.58°47'36"E., FOR A DISTANCE OF 20.93 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 37°16'43", SUBTENDED BY A CHORD OF 191.77 FEET AT A BEARING OF S.40°09'15"E., FOR A DISTANCE OF 195.19 FEET TO THE END OF SAID CURVE; THENCE RUN S.21°30'53"E., FOR A DISTANCE OF 311.85 FEET; THENCE RUN S.20°13'09"E., FOR A DISTANCE OF 346.18 FEET; THENCE RUN S.11°42'55"E., FOR A DISTANCE OF 140.90 FEET; THENCE RUN S.15°08'34"E., FOR A DISTANCE OF 721.17 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 74°16'31", SUBTENDED BY A CHORD OF 114.71 FEET AT A BEARING OF S.52°16'50"E., FOR A DISTANCE OF 123.15 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°25'06"E., FOR A DISTANCE OF 446.01 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; WHOSE RADIUS POINT BEARS S.36°22'47"E., THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 28°10'12", SUBTENDED BY A CHORD OF 184.95 FEET AT A BEARING OF S.39°32'07"W., FOR A DISTANCE OF 186.83 FEET TO THE END OF SAID CURVE; THENCE RUN S.25°27'01"W., FOR A DISTANCE OF 364.83 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 59°53'22", SUBTENDED BY A CHORD OF 399.33 FEET AT A BEARING OF S.55°23'42"W., FOR A DISTANCE OF 418.11 FEET TO THE END OF SAID CURVE; THENCE RUN S.85°20'23"W., FOR A DISTANCE OF 33.57 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 55°46'34", SUBTENDED BY A CHORD OF 187.10 FEET AT A BEARING OF N.66°46'20"W., FOR A DISTANCE OF 194.69 FEET TO THE END OF SAID CURVE; THENCE RUN N.05°01'12"W., FOR A DISTANCE OF 41.12 FEET; THENCE RUN N.67°29'54"W., FOR A DISTANCE OF 99.99 FEET; THENCE RUN N.19°49'36"E., FOR A DISTANCE OF 36.68 FEET; THENCE RUN S.89°46'48"E., FOR A DISTANCE OF 224.89 FEET; THENCE RUN N.00°43'41"W., FOR A DISTANCE OF 159.23 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; WHOSE RADIUS POINT BEARS S.01°58'43"W., THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 57°59'13", SUBTENDED BY A CHORD OF 43.62 FEET AT A BEARING OF S.59°01'41"E., FOR A DISTANCE OF 45.54 FEET TO THE END OF SAID CURVE; THENCE RUN S.30°02'04"E., FOR A DISTANCE OF 192.50 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF

30.00 FEET, THROUGH A CENTRAL ANGLE OF $81^{\circ}48'54''$, SUBTENDED BY A CHORD OF 39.29 FEET AT A BEARING OF $S.70^{\circ}56'31''E.$, FOR A DISTANCE OF 42.84 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF $19^{\circ}06'55''$, SUBTENDED BY A CHORD OF 73.06 FEET AT A BEARING OF $N.58^{\circ}35'34''E.$, FOR A DISTANCE OF 73.40 FEET TO THE END OF SAID CURVE; THENCE RUN $N.49^{\circ}02'07''E.$, FOR A DISTANCE OF 22.12 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF $20^{\circ}53'08''$, SUBTENDED BY A CHORD OF 54.38 FEET AT A BEARING OF $N.38^{\circ}35'33''E.$, FOR A DISTANCE OF 54.68 FEET TO THE END OF SAID CURVE; THENCE RUN $N.28^{\circ}08'59''E.$, FOR A DISTANCE OF 158.47 FEET; THENCE RUN $N.19^{\circ}46'59''E.$, FOR A DISTANCE OF 93.03 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF $93^{\circ}34'31''$, SUBTENDED BY A CHORD OF 94.75 FEET AT A BEARING OF $N.27^{\circ}00'17''W.$, FOR A DISTANCE OF 106.16 FEET TO THE END OF SAID CURVE; THENCE RUN $N.73^{\circ}47'32''W.$, FOR A DISTANCE OF 155.65 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF $46^{\circ}12'53''$, SUBTENDED BY A CHORD OF 156.98 FEET AT A BEARING OF $N.50^{\circ}41'05''W.$, FOR A DISTANCE OF 161.32 FEET TO THE END OF SAID CURVE; THENCE RUN $N.27^{\circ}34'39''W.$, FOR A DISTANCE OF 70.71 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}51'08''$, SUBTENDED BY A CHORD OF 41.30 FEET AT A BEARING OF $N.21^{\circ}39'05''W.$, FOR A DISTANCE OF 41.37 FEET TO THE END OF SAID CURVE; THENCE RUN $N.15^{\circ}43'31''W.$, FOR A DISTANCE OF 617.17 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF $52^{\circ}21'34''$, SUBTENDED BY A CHORD OF 66.18 FEET AT A BEARING OF $N.41^{\circ}54'17''W.$, FOR A DISTANCE OF 68.54 FEET TO THE END OF SAID CURVE; THENCE RUN $N.68^{\circ}05'04''W.$, FOR A DISTANCE OF 113.39 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 562.29 FEET, THROUGH A CENTRAL ANGLE OF $14^{\circ}14'39''$, SUBTENDED BY A CHORD OF 139.43 FEET AT A BEARING OF $N.75^{\circ}12'24''W.$, FOR A DISTANCE OF 139.79 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 702.62 FEET, THROUGH A CENTRAL ANGLE OF $29^{\circ}36'50''$, SUBTENDED BY A CHORD OF 359.13 FEET AT A BEARING OF $S.82^{\circ}51'52''W.$, FOR A DISTANCE OF 363.15 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 218.24 FEET, THROUGH A CENTRAL ANGLE OF $75^{\circ}19'43''$, SUBTENDED BY A CHORD OF 266.71 FEET AT A BEARING OF $S.30^{\circ}23'36''W.$, FOR A DISTANCE OF 286.93 FEET TO THE END OF SAID CURVE; THENCE RUN $S.07^{\circ}16'15''E.$, FOR A DISTANCE OF 57.34 FEET; THENCE RUN $S.03^{\circ}46'00''E.$, FOR A DISTANCE OF 227.76 FEET; THENCE RUN $S.03^{\circ}20'44''W.$, FOR A DISTANCE OF 36.78 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 149.43 FEET, THROUGH A CENTRAL ANGLE OF $30^{\circ}35'05''$, SUBTENDED BY A CHORD OF 78.82 FEET AT A BEARING OF $S.18^{\circ}38'17''W.$, FOR A DISTANCE OF 79.76 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.16 FEET, THROUGH A CENTRAL ANGLE OF $107^{\circ}48'51''$, SUBTENDED BY A CHORD OF 48.75 FEET AT A BEARING OF $S.87^{\circ}50'15''W.$, FOR A DISTANCE OF 56.76 FEET TO THE END OF SAID CURVE; THENCE RUN $N.38^{\circ}15'20''W.$, FOR A DISTANCE OF 34.46 FEET; THENCE RUN $N.51^{\circ}34'53''W.$, FOR A DISTANCE OF 41.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF $46^{\circ}49'54''$, SUBTENDED BY A CHORD OF 31.79 FEET AT A BEARING OF $N.28^{\circ}09'57''W.$, FOR A DISTANCE OF 32.69 FEET TO THE END OF SAID CURVE; THENCE RUN $N.04^{\circ}45'00''W.$, FOR A DISTANCE OF 342.09 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF

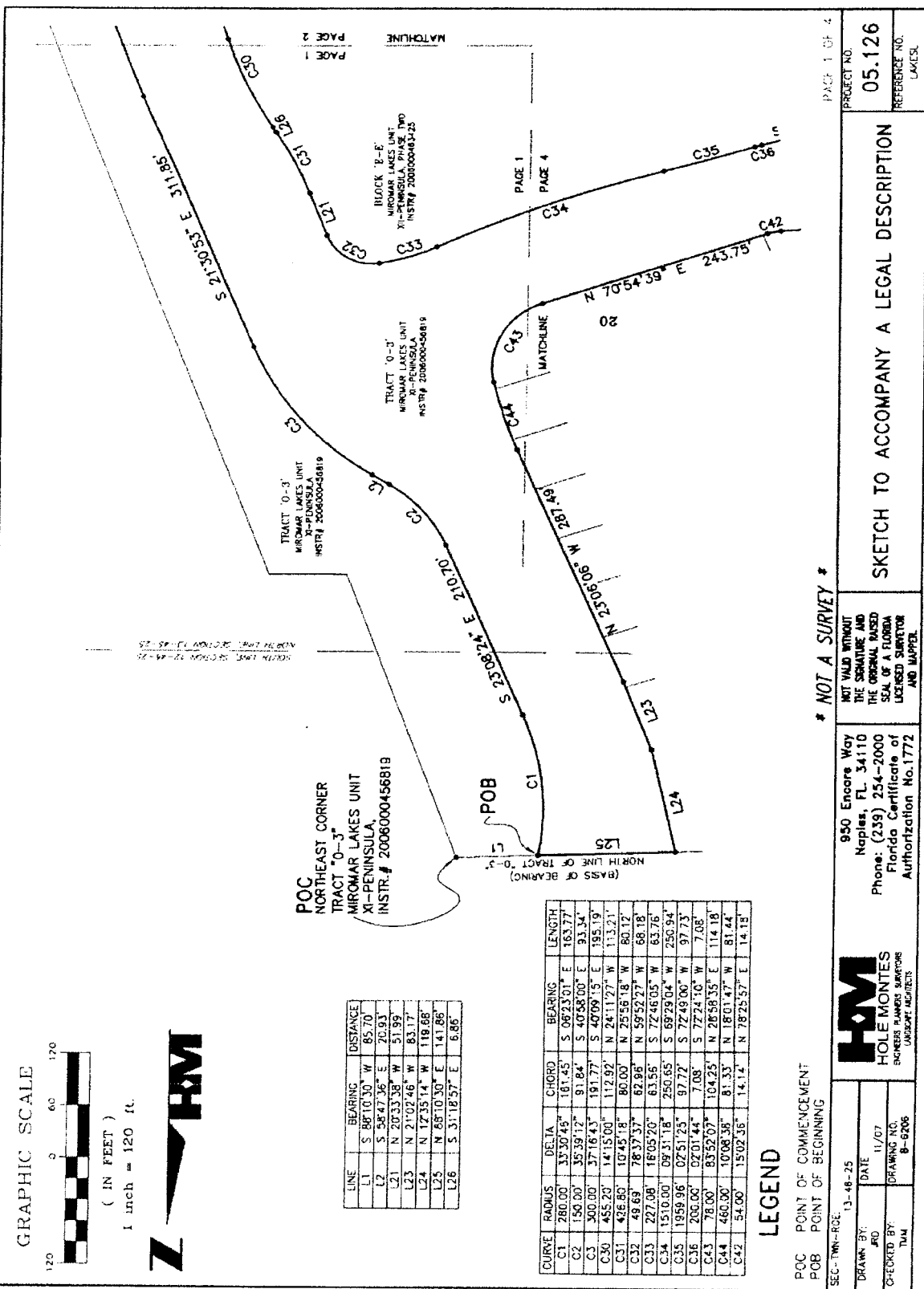
40°02'02", SUBTENDED BY A CHORD OF 34.23 FEET AT A BEARING OF N.15°16'01"E., FOR A DISTANCE OF 34.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.35°37'51"E., FOR A DISTANCE OF 31.05 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 94°06'42", SUBTENDED BY A CHORD OF 43.92 FEET AT A BEARING OF N.11°25'30"W., FOR A DISTANCE OF 49.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.58°28'51"W., FOR A DISTANCE OF 14.68 FEET; THENCE RUN N.39°32'04"W., FOR A DISTANCE OF 12.35 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 37°32'07", SUBTENDED BY A CHORD OF 41.83 FEET AT A BEARING OF N.20°46'01"W., FOR A DISTANCE OF 42.58 FEET TO THE END OF SAID CURVE; THENCE RUN N.01°59'57"W., FOR A DISTANCE OF 65.22 FEET TO A POINT ON THE SOUTH LINE OF TRACT "O-3", SAID MIROMAR LAKES UNIT XI - PENINSULA; THENCE RUN N.04°49'14"W., ALONG THE BOUNDARY OF SAID TRACT "O-3" FOR A DISTANCE OF 24.14 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY; WHOSE RADIUS POINT BEARS N.85°10'46"E., THEREFROM; THENCE RUN NORTHERLY, ALONG THE BOUNDARY OF SAID TRACT "O-3" AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 28°57'18", SUBTENDED BY A CHORD OF 20.00 FEET AT A BEARING OF N.09°39'25"E., FOR A DISTANCE OF 20.21 FEET TO A POINT ON THE SOUTH LINE OF BLOCK "E-E", MIROMAR LAKES UNIT XII - PENINSULA, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000463425 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THE SAME BEING A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE THE FOLLOWING NINETEEN (19) COURSES ALONG THE BOUNDARY OF SAID BLOCK "E-E" AND TRACT "O-3":

1. THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 60°46'02", SUBTENDED BY A CHORD OF 40.46 FEET AT A BEARING OF N.54°31'05"E., FOR A DISTANCE OF 42.42 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY;
2. THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 685.00 FEET, THROUGH A CENTRAL ANGLE OF 13°36'27", SUBTENDED BY A CHORD OF 162.30 FEET AT A BEARING OF N.78°05'53"E., FOR A DISTANCE OF 162.68 FEET TO THE END OF SAID CURVE;
3. THENCE RUN N.71°17'39"E., FOR A DISTANCE OF 205.11 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY;
4. THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 429.85 FEET, THROUGH A CENTRAL ANGLE OF 31°12'51", SUBTENDED BY A CHORD OF 231.29 FEET AT A BEARING OF N.86°54'05"E., FOR A DISTANCE OF 234.18 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY;
5. THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 241.25 FEET, THROUGH A CENTRAL ANGLE OF 49°56'06", SUBTENDED BY A CHORD OF 203.66 FEET AT A BEARING OF N.77°32'27"E., FOR A DISTANCE OF 210.25 FEET TO A POINT OF COMPOUND CURVE CONCAVE WESTERLY;
6. THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 37.70 FEET, THROUGH A CENTRAL ANGLE OF 69°38'21", SUBTENDED BY A CHORD OF 43.05 FEET AT A BEARING OF N.17°45'14"E., FOR A DISTANCE OF 45.82 FEET TO THE END OF SAID CURVE;
7. THENCE RUN N.17°03'57"W., FOR A DISTANCE OF 120.81 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY;
8. THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 455.20 FEET, THROUGH A CENTRAL ANGLE OF 14°15'00", SUBTENDED BY A CHORD OF 112.92 FEET AT A BEARING OF N.24°11'27"W., FOR A DISTANCE OF 113.21 FEET TO THE END OF SAID CURVE;
9. THENCE RUN S.31°18'57"E., FOR A DISTANCE OF 6.86 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY;
10. THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 426.80 FEET, THROUGH A CENTRAL ANGLE OF 10°45'18", SUBTENDED BY A CHORD OF 80.00 FEET AT A BEARING OF N.25°56'18"W., FOR A DISTANCE OF 80.12 FEET TO THE END OF SAID CURVE;
11. THENCE RUN N.20°33'38"W., FOR A DISTANCE OF 51.99 FEET TO THE BEGINNING OF A

- TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY;
12. THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 49.69 FEET, THROUGH A CENTRAL ANGLE OF 78°37'37", SUBTENDED BY A CHORD OF 62.96 FEET AT A BEARING OF N.59°52'27"W., FOR A DISTANCE OF 68.18 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY;
 13. THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 227.08 FEET, THROUGH A CENTRAL ANGLE OF 16°05'20", SUBTENDED BY A CHORD OF 63.56 FEET AT A BEARING OF S.72°46'05"W., FOR A DISTANCE OF 63.76 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY;
 14. THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1510.00 FEET, THROUGH A CENTRAL ANGLE OF 9°31'18", SUBTENDED BY A CHORD OF 250.65 FEET AT A BEARING OF S.69°29'04"W., FOR A DISTANCE OF 250.94 FEET TO A POINT OF REVERSE CURVE CONCAVE SOUTHERLY;
 15. THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1959.96 FEET, THROUGH A CENTRAL ANGLE OF 2°51'25", SUBTENDED BY A CHORD OF 97.72 FEET AT A BEARING OF S.72°49'00"W., FOR A DISTANCE OF 97.73 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY;
 16. THENCE RUN WESTERLY, AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 2°01'44", SUBTENDED BY A CHORD OF 7.08 FEET AT A BEARING OF S.72°24'10"W., FOR A DISTANCE OF 7.08 FEET TO THE END OF SAID CURVE;
 17. THENCE RUN S.73°25'02"W., FOR A DISTANCE OF 188.42 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY; WHOSE RADIUS POINT BEARS N.17°44'52"W., THEREFROM;
 18. THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 291.03 FEET, THROUGH A CENTRAL ANGLE OF 12°22'53", SUBTENDED BY A CHORD OF 62.77 FEET AT A BEARING OF S.78°26'35"W., FOR A DISTANCE OF 62.89 TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; WHOSE RADIUS POINT BEARS N.05°21'59"W., THEREFROM;
 19. THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 60°00'40", SUBTENDED BY A CHORD OF 36.01 FEET AT A BEARING OF N.65°21'39"W., FOR A DISTANCE OF 37.71 FEET TO A POINT OF COMPOUND CURVE CONCAVE EASTERLY;
- THE SAME BEING A POINT ON THE BOUNDARY OF SAID TRACT "O-3", MIROMAR LAKES UNIT XI - PENINSULA; THENCE RUN THE FOLLOWING FOURTEEN (14) COURSES ALONG THE BOUNDARY OF SAID TRACT "O-3":

1. THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 30°32'05", SUBTENDED BY A CHORD OF 18.96 FEET AT A BEARING OF N.20°05'16"W., FOR A DISTANCE OF 19.19 FEET TO THE END OF SAID CURVE;
2. THENCE RUN N.04°49'14"W., FOR A DISTANCE OF 29.33 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY;
3. THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 56°21'06", SUBTENDED BY A CHORD OF 56.66 FEET AT A BEARING OF N.23°21'19"E., FOR A DISTANCE OF 59.01 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY;
4. THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 13°23'58", SUBTENDED BY A CHORD OF 29.17 FEET AT A BEARING OF N.44°49'53"E., FOR A DISTANCE OF 29.23 FEET TO A POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY;
5. THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 47°49'21", SUBTENDED BY A CHORD OF 40.53 FEET AT A BEARING OF N.62°02'34"E., FOR A DISTANCE OF 41.73 FEET TO THE END OF SAID CURVE;
6. THENCE RUN N.85°57'15"E., FOR A DISTANCE OF 184.87 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY;
7. THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 54.00 FEET, THROUGH A CENTRAL ANGLE OF 15°02'36", SUBTENDED BY A CHORD OF 14.14 FEET AT A BEARING OF N.78°25'57"E., FOR A DISTANCE OF 14.18

- FEET TO THE END OF SAID CURVE;
8. THENCE RUN N.70°54'39"E., FOR A DISTANCE OF 243.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY;
 9. THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, THROUGH A CENTRAL ANGLE OF 83°52'07", SUBTENDED BY A CHORD OF 104.25 FEET AT A BEARING OF N.28°58'35"E., FOR A DISTANCE OF 114.18 FEET TO A POINT OF COMPOUND CURVE CONCAVE WESTERLY;
 10. THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'38", SUBTENDED BY A CHORD OF 81.33 FEET AT A BEARING OF N.18°01'47"W., FOR A DISTANCE OF 81.44 FEET TO THE END OF SAID CURVE;
 11. THENCE RUN N.23°06'06"W., FOR A DISTANCE OF 287.49 FEET;
 12. THENCE RUN N.21°02'46"W., FOR A DISTANCE OF 83.17 FEET;
 13. THENCE RUN N.12°35'14"W., FOR A DISTANCE OF 119.68 FEET;
 14. THENCE RUN N.88°10'30"E., ALONG THE NORTH LINE OF SAID TRACT "0-3", MIROMAR LAKES UNIT XI - PENINSULA FOR A DISTANCE OF 141.86 FEET TO THE POINT OF BEGINNING CONTAINING 17.573 ACRES MORE OR LESS.



PAGE 1 OF 4

PROJECT NO. 05.126

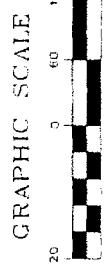
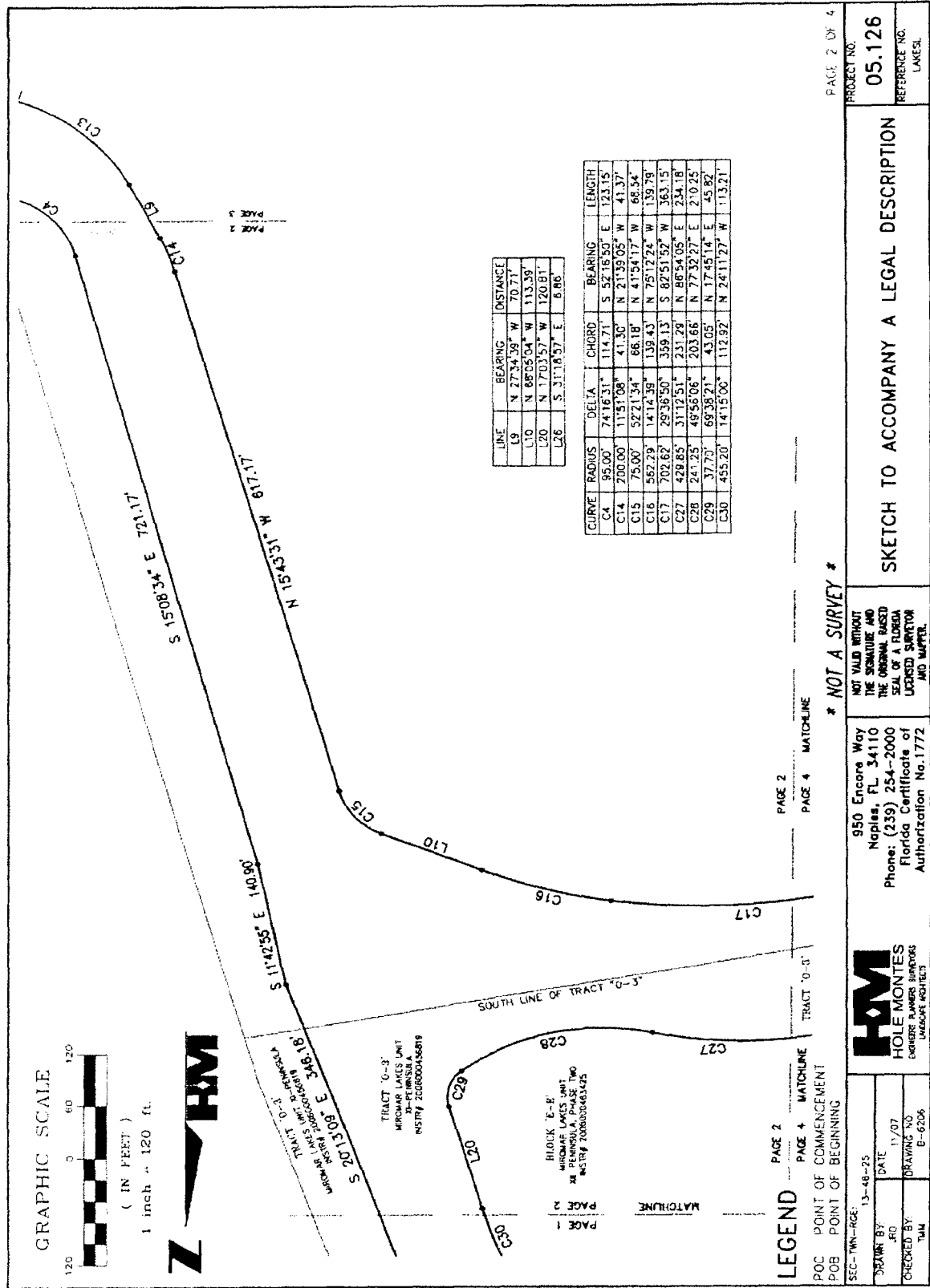
REFERENCE NO. LAKES.

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Licensed Surveyor
Authorization No. 1772

*** NOT A SURVEY ***

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.



LINE	BEARING	DISTANCE
L9	N 27°34'59\" W	70.71'
L10	N 66°05'04\" W	113.39'
L20	N 17°03'57\" W	120.81'
L26	S 31°18'57\" E	8.86'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C4	95.00'	74°16'31\"	114.71'	S 52°16'50\" E	123.15'
C14	200.00'	115°1'08\"	41.30'	N 21°35'05\" W	41.37'
C15	75.00'	52°21'34\"	66.18'	N 41°54'17\" W	68.94'
C16	562.79'	14°14'39\"	139.43'	N 75°12'24\" W	139.79'
C17	702.62'	29°36'50\"	359.13'	S 82°51'52\" E	363.15'
C27	428.85'	31°12'51\"	231.29'	N 86°54'05\" E	234.16'
C28	241.25'	49°56'06\"	203.66'	N 77°32'27\" E	210.25'
C29	37.70'	69°38'21\"	43.05'	N 17°45'14\" E	45.82'
C30	455.20'	14°15'00\"	112.92'	N 24°11'27\" W	113.21'

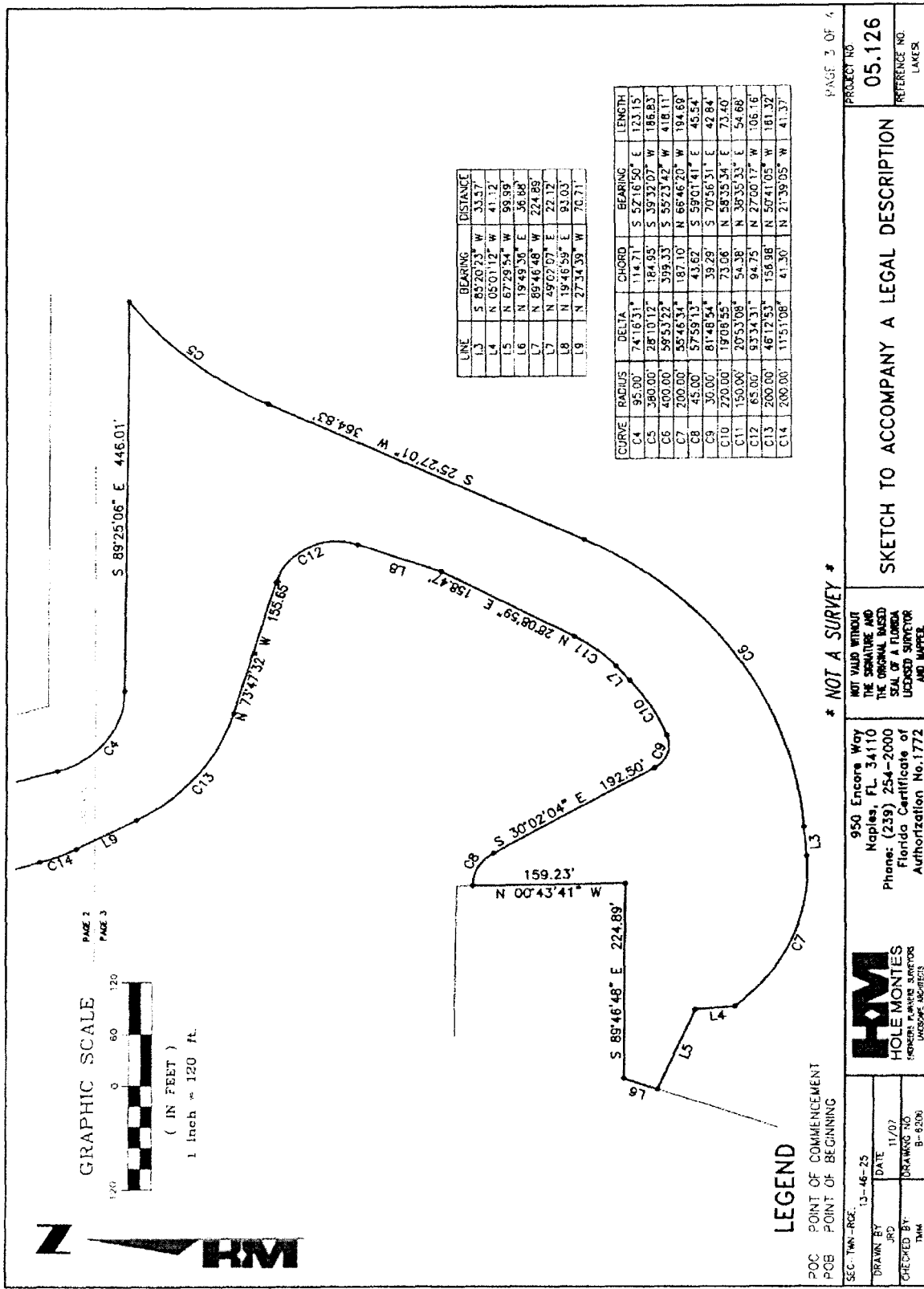
LEGEND
 PAGE 2
 PAGE 4 MATCHLINE
 TRACT '0-3'
 * NOT A SURVEY *

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 SEC- TWP-RGE: 13-48-25
 DRAWN BY: JRO DATE: 11/07
 CHECKED BY: TMM DRAWING NO: B-6206

950 Encore Way
 Naples, FL 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Authorization No. 1772



PROJECT NO: 05.126
 REFERENCE NO: LAKESL



LINE	BEARING	DISTANCE
L3	S 85°20'23" W	33.37
L4	N 05°01'12" W	41.12
L5	N 67°29'54" W	99.99
L6	N 19°49'36" E	36.84
L7	N 89°46'48" W	224.89
L8	N 49°07'07" E	22.12
L9	N 19°46'59" E	93.03
L10	N 27°34'39" W	76.71

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C4	95.00	74°16'31"	114.71	S 57°16'50" E	123.15
C5	380.00	28°10'12"	184.93	S 39°37'07" W	186.83
C6	400.00	58°53'22"	399.33	S 35°23'42" W	418.11
C7	200.00	92°46'34"	187.10	N 66°46'20" W	194.69
C8	45.00	57°59'13"	43.62	S 59°01'41" E	45.54
C9	30.00	81°46'54"	39.29	S 70°56'31" E	42.84
C10	275.00	19°08'55"	73.06	N 68°35'54" E	73.40
C11	150.00	20°53'08"	54.38	N 38°33'33" E	54.68
C12	65.00	63°34'31"	94.75	N 37°00'17" W	106.16
C13	200.00	46°12'53"	156.96	N 50°41'05" W	161.32
C14	200.00	11°51'06"	41.30	N 21°39'05" W	41.37

PAGE 3 OF 4

PROJECT NO. **05.126**

REFERENCE NO. **LAKES**

LEGEND

POB POINT OF BEGINNING

SEC. TWP. - RGE. 13-46-25

DRAWN BY: JRD DATE: 11/07

CHECKED BY: TMM B-8206

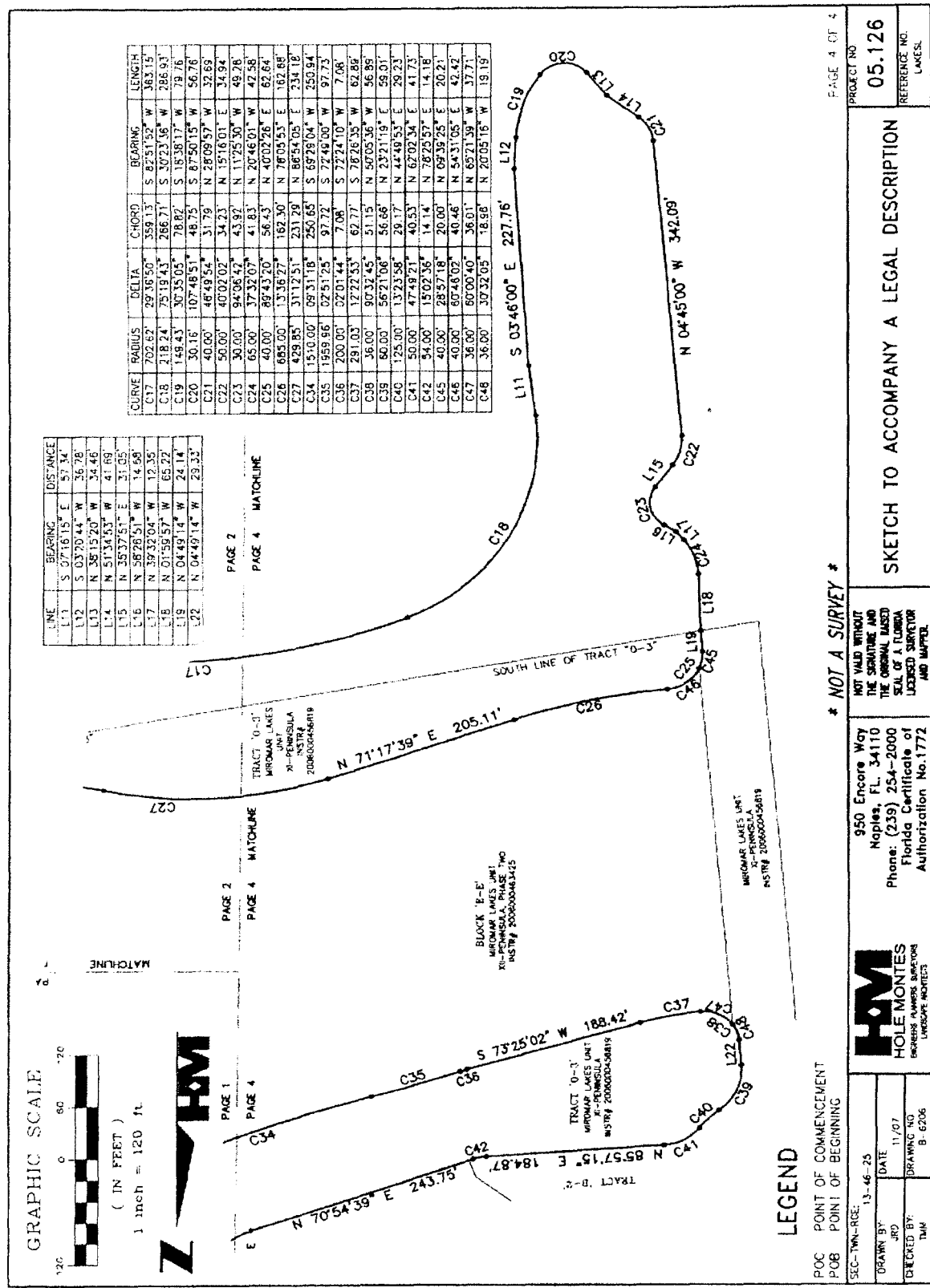
HOLE MONTES
REGISTERED PROFESSIONAL SURVEYOR
LICENSE NO. 10723

950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Licensure No. 1772
AND MAPPER

*** NOT A SURVEY ***

NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL BASED
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION



LINE	BEARING	DISTANCE
L11	S 07°16'15\"	E 57.34'
L12	S 03°20'44\"	W 36.76'
L13	N 36°15'20\"	W 34.46'
L14	N 51°34'53\"	W 41.69'
L15	N 38°37'51\"	E 31.05'
L16	N 58°28'51\"	W 14.58'
L17	N 39°32'04\"	W 12.35'
L18	N 01°59'57\"	W 65.22'
L19	N 04°49'14\"	W 24.14'
L22	N 04°49'14\"	W 29.33'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C17	792.67'	29°36'50\"	359.13'	S 82°51'52\"	W 383.19'
C18	218.24'	75°19'43\"	286.71'	S 30°23'16\"	W 286.93'
C19	149.43'	30°35'05\"	78.82'	S 18°38'17\"	W 79.76'
C20	30.16'	107°48'51\"	48.75'	S 87°50'15\"	W 56.76'
C21	40.00'	46°49'54\"	31.79'	N 28°09'57\"	W 32.69'
C22	50.00'	40°02'03\"	34.23'	N 15°18'01\"	E 34.94'
C23	30.00'	94°08'47\"	43.97'	N 11°25'30\"	W 49.78'
C24	65.00'	37°32'07\"	41.83'	N 20°48'01\"	W 42.58'
C25	40.00'	89°43'20\"	56.43'	N 40°02'26\"	E 62.64'
C26	665.00'	13°36'27\"	162.30'	N 76°05'53\"	E 162.88'
C27	429.85'	31°12'51\"	231.29'	N 86°54'05\"	E 234.18'
C34	1510.00'	09°31'18\"	250.65'	S 69°29'04\"	W 250.94'
C35	1959.96'	02°51'25\"	97.72'	S 72°49'00\"	W 97.73'
C36	200.00'	02°01'44\"	7.08'	S 77°24'10\"	W 7.08'
C37	291.03'	17°22'53\"	67.77'	S 78°26'35\"	W 62.88'
C38	36.00'	90°32'45\"	51.15'	N 50°05'36\"	W 56.89'
C39	80.00'	56°21'06\"	56.66'	N 23°21'19\"	E 59.01'
C40	125.00'	13°23'58\"	29.17'	N 44°40'53\"	E 29.23'
C41	50.00'	47°49'21\"	40.53'	N 62°02'34\"	E 41.73'
C42	54.00'	15°02'36\"	14.14'	N 78°25'57\"	E 14.18'
C45	40.00'	28°37'18\"	20.00'	N 09°39'25\"	E 20.21'
C46	40.00'	60°48'07\"	40.46'	N 54°31'05\"	E 42.42'
C47	36.00'	60°00'40\"	36.01'	N 65°21'39\"	W 37.71'
C48	36.00'	30°32'05\"	18.98'	N 20°05'16\"	W 19.19'



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
SEC-TWN-RGE:	13-46-25
DRAWN BY:	JRD
DATE:	11/07
DRAWING NO:	B-6206
CHECKED BY:	TJM

HOLE MONTES
SURVEYING & ENGINEERING
LICENSED SURVEYORS
LICENSE NO. 1772

950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Licensed Surveyor
Authorization No. 1772

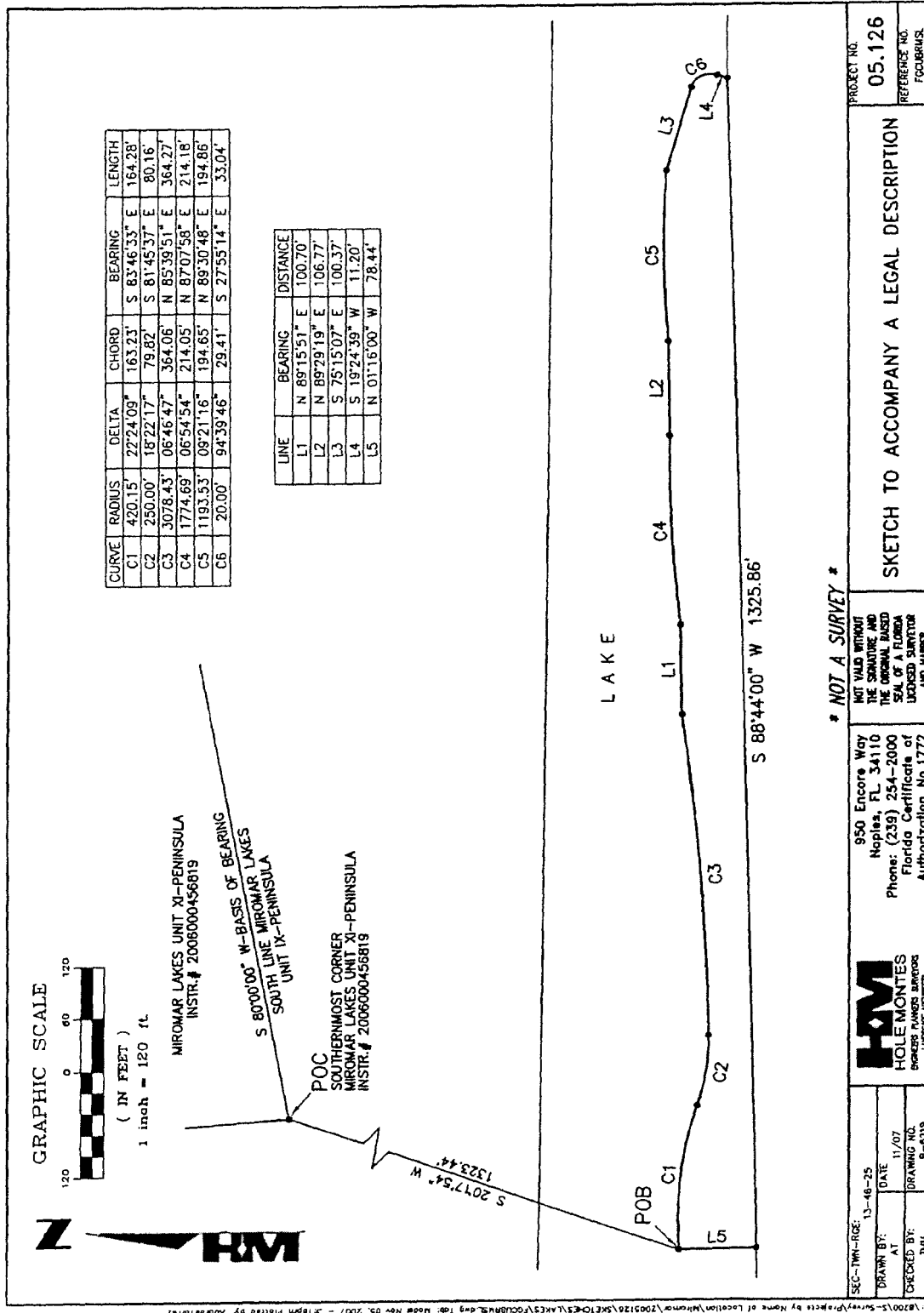
* NOT A SURVEY *

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO	05.126
REFERENCE NO.	LAKES

Parcel B-6219: A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST CORNER OF MIROMAR LAKES UNIT XI - PENINSULA, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2006000456819 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.20°17'54"W., FOR A DISTANCE OF 1323.44 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY; WHOSE RADIUS POINT BEARS S.04°58'38"E., THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 420.15 FEET, THROUGH A CENTRAL ANGLE OF 22°24'09", SUBTENDED BY A CHORD OF 163.23 FEET AT A BEARING OF S.83°46'33"E., FOR A DISTANCE OF 164.28 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 18°22'17", SUBTENDED BY A CHORD OF 79.82 FEET AT A BEARING OF S.81°45'37"E., FOR A DISTANCE OF 80.16 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 3078.43 FEET, THROUGH A CENTRAL ANGLE OF 6°46'47", SUBTENDED BY A CHORD OF 364.06 FEET AT A BEARING OF N.85°39'51"E., FOR A DISTANCE OF 364.27 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°15'51"E., FOR A DISTANCE OF 100.70 FEET; TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY; WHOSE RADIUS POINT BEARS S.06°19'29"E., THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1774.69 FEET, THROUGH A CENTRAL ANGLE OF 6°54'54", SUBTENDED BY A CHORD OF 214.05 FEET AT A BEARING OF N.87°07'58"E., FOR A DISTANCE OF 214.18 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°29'19"E., FOR A DISTANCE OF 106.77 FEET; TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY; WHOSE RADIUS POINT BEARS S.05°09'50"E., THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1193.53 FEET, THROUGH A CENTRAL ANGLE OF 9°21'16", SUBTENDED BY A CHORD OF 194.65 FEET AT A BEARING OF N.89°30'48"E., FOR A DISTANCE OF 194.86 FEET TO THE END OF SAID CURVE; THENCE RUN S.75°15'07"E., FOR A DISTANCE OF 100.37 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 94°39'46", SUBTENDED BY A CHORD OF 29.41 FEET AT A BEARING OF S.27°55'14"E., FOR A DISTANCE OF 33.04 FEET TO THE END OF SAID CURVE; THENCE RUN S.19°24'39"W., FOR A DISTANCE OF 11.20 FEET; THENCE RUN S.88°44'00"W., FOR A DISTANCE OF 1325.86 FEET; THENCE RUN N.01°16'00"W., FOR A DISTANCE OF 78.44 FEET TO THE POINT OF BEGINNING; CONTAINING 1.849 ACRES, MORE OR LESS.



SEC-TM-RCE: 13-08-25
DRAWN BY: [] DATE: 11/07
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950 Encore Way
Naples, FL 34110
Phone: (239) 254-2000
Florida Certificate of
Licensed Surveyor
Authorization No. 1772

H.M.
HOLE MONTES
ENGINEERS PLANNERS ARCHITECTS
LANDSCAPE ARCHITECTS

*** NOT A SURVEY ***

PROJECT NO. 05.126
REFERENCE NO. FCCUBARUS

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

H:\2007-08-25-Survey\Projects by Name of Location\MIROMAR\2008000036958\SKETCHES\LAKE5\FCCUBARUS.dwg Tab: Modd Nov 09, 2007 - 3:18pm Plotted by: []



Miromar Lakes

Community Development District

Landscape Buffers – Replacement Costs

CGA Project No. 13-5692

March 2023

Prepared by:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

Michael D. Conner, R.L.A., ASLA, ISA

Florida License Registration No. LA00001181

March 2023

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EXECUTIVE SUMMARY

Calvin, Giordano, and Associates, Inc. (CGA) has reviewed the current condition of all plant materials located within the major landscape buffers currently owned by the District, to assess the damage from Hurricane Ian. This cost estimate outlines what funding might be needed to re-establish these landscape buffers to the CDD's standards as of the date of this report. The Master HOA agreement currently provides for this work to be accomplished by the HOA.

This re-establishment effort would include any remaining clean up items and removals leftover from Hurricane Ian, as well as standing back up some trees, palms, and Ficus stumps. It would also include replacing any dead, or missing, trees, palms, and plant materials, as well as enhancing the condition of some of the sod areas, and repairing the irrigation system, where needed. The estimated costs included in this report have been separated into two (2) main areas: Part A for the interior landscape buffer areas along both sides of Ben Hill Griffin Parkway and the medians; Part B for the major exterior landscape berms/buffers around the perimeter of the property. Each part has been further broken down into the costs associated with removals, clean up, and recommended maintenance items, and then the costs for replacement of dead or missing plant materials. This should assist the CDD in more easily determining the areas that may be of higher priority to be restored. A brief summary of the costs for each of these is provided below:

PART A: LANDSCAPE AREAS ALONG BEN HILL GRIFFIN PARKWAY TOTAL:	<u>\$127,138.00</u>
Removals, Clean up, and Landscape Maintenance Items:	\$77,375.00
Replacement Planting:	\$49,763.00
PART B: LANDSCAPE BERMS/BUFFERDS ALONG PERIMETERS TOTAL:	<u>\$282,400.00</u>
Removals, Clean up, and Landscape Maintenance Items:	\$185,050.00
Replacement Planting:	\$97,350.00

The estimated overall cost for all of the restoration and replacement work of all areas is approximately \$409,538.00.

It should also be noted that the term "restoration" in this report means that the landscape buffer areas will be re-planted with similar plant materials at sizes that are readily available in the industry at the time, and shall not mean that the existing trees, palms, and hedges will be replaced at the same size of their current, mature sizes. In addition, it should also be noted that some of the costs for debris related to removal and clean-up activities after Hurricane Ian are anticipated to be completed by the Miromar Lakes Master HOA, which currently maintains these areas.

LANDSCAPE BUFFERS REPLACEMENT COSTS

A. LOCATION OF LANDSCAPE BUFFERS

Figure 1-3 below show the locations of all existing landscape buffers within the Miromar Lakes C.D.D.



Figure 1 - Location Map of Existing Landscape Buffers - Section 1 of 3



Figure 2 - Location Map of Existing Landscape Buffers - Section 2 of 3

B. ESTIMATED COSTS FOR CLEAN UP, RESTORATION, AND REPLACEMENT OF PLANT MATERIAL ON THE LANDSCAPE BUFFERS

The report attached below (see pages 9-10) includes the detailed estimated costs associated with debris removal, cleaning up, restoring, and replacing all the landscape materials, irrigation systems, and other landscape maintenance related items for the interior landscape buffer areas along both sides of Ben Hill Griffin Parkway and the medians. A summary of those costs is provided here:

PART A- INTERIOR LANDSCAPE AREAS ALONG BEN HILL GRIFFIN PARKWAY

Removals, Clean up & Landscape Maintenance Items: (\$77,375.00 TOTAL)

I.	Tivoli Berm	\$0.00
II.	N. of Miromar Lakes Pky.	\$26,900.00 (\$11,900.00 + \$15,000.00 - to Treat Zoyzia Grass)
III.	M.L.P. to FGCU Lakes Pky.	\$13,625.00 (\$875.00 + \$12,750.00 –to Treat Zoyzia Grass)
IV.	FGCU L. P. to Porto Romano	\$30,750.00 – (\$15,750 + \$15,000.00) – To treat Zoyzia Grass)
V.	Porto Romano Berm	\$1,100.00
VI.	San Marino Berm	\$5,000.00

Replacement Plantings: (\$49,763.00 TOTAL)

I.	Tivoli Berm	\$10,164.00
II.	N. of Miromar Lakes Pky.	\$5,996.00
III.	M.L.P. to FGCU Lakes Pky.	\$12,707.00
IV.	FGCU L. P. to Porto Romano	\$12,360.00
V.	Porto Romano Berm	\$1,200.00
VI.	San Marino Berm	\$7,336.00

Total All Costs = \$127,138.00

PART B - MAJOR EXTERIOR PERIMETER BERMS/BUFFERS

The report attached below (see pages 9-10) includes the detailed estimated costs associated with debris removal, cleaning up, restoring, and replacing all the landscape materials, irrigation systems, and other landscape maintenance related items for the major exterior landscape berms/buffer areas, including the FGCU Berm, the East Lake Peninsula Berm, and I-75 Berm. A summary of those costs is provided here:

Removals, Clean up & Landscape Maintenance Items: (\$185,050.00 TOTAL)

VII.	FGCU Berm	\$45,300.00 (\$30,300.00 + 15,000.00 for Irrigation Repairs)
VIII.	East Lake Berm	\$49,900.00 (\$39,900.00 + 10,000.00 to Trim/Treat Coco. Palms)
IX.	I -75 Berm	\$89,850.00 (\$65,850.00 + 25,000.00 for Irrigation Repairs)

Replacement Plantings: (\$97,350.00 TOTAL)

I.	FGCU Berm	\$23,000.00
II.	East Lake Peninsula Berm	\$27,025.00
III.	I -75 Berm	\$47,325.00

Total All Costs = \$282,400.00



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

LANDSCAPES OPINION
OF PROBABLE COST

DATE
3/27/2023

PROJECT TITLE		CGA PROJECT NO.			
Miromar Lakes CDD / Landscape Buffers					
LOCATION					
OWNER					
ESTIMATED BY: Michael Conner		CHECKED BY		APPROVED BY	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
I BEN HILL GRIFFIN PKY. - TIVOLI BERM					
1.01	15 g. VIBURNUM	100		\$75.00	\$7,500.00
1.02	3 g. PLUMBAGO	12		\$12.00	\$144.00
1.03	3 g. VAR FLAX LILY	115		\$12.00	\$1,380.00
1.04	3 g. BOSTON FERN	95		\$12.00	\$1,140.00
BEN HILL GRIFFIN PKY. - TIVOLI BERM SUBTOTAL					\$10,164.00
II EAST /WEST SIDE & MERIDAN (N. OF MIROMAR LAKES BLVD.)					
2.01	HONG KONG ORCHID TREES	2		\$700.00	\$1,400.00
2.02	LIVE OAK TREE	1		\$600.00	\$600.00
2.03	3 g. THYRALLIS HEDGES	50		\$12.00	\$600.00
2.04	15 g. BOUGAINVILLEA SHRUBS	12		\$75.00	\$900.00
2.05	3 g. 'PETRA' CROTONS	55		\$12.00	\$660.00
2.06	3 g. WAX JASMINE	70		\$10.00	\$700.00
2.07	3 g. VAR. FLAX LILY	50		\$12.00	\$600.00
2.08	3 g. GOLD MOUND	3		\$12.00	\$36.00
2.09	REPLACE ZOYSIA GRASS	500		\$1.00	\$500.00
REPLACEMENT TOTAL					\$5,996.00
2.10	REMOVE THYRALLIS (DEAD / POOR)	10		\$15.00	\$150.00
2.11	LIVE OAK TREE (RE-STAKE)	1		\$250.00	\$250.00
2.12	HONG KONG ORCHID TREES (2-RE-STAKE)	2		\$250.00	\$500.00
2.13	TREAT ZOYSIA GRASS	30,000		\$0.50	\$15,000.00
2.14	CLEAN UP OF DEAD WOOD & TREE DEBRIS	1		\$11,000.00	\$11,000.00
REMOVAL TOTAL					\$26,900.00
EAST /WEST SIDE & MERIDAN (N. OF MIROMAR LAKES BLVD.) SUBTOTAL					\$32,896.00
III MIROMAR LAKES BLVD TO F.G.C.U LAKE PKY. WEST					
3.01	CRYPE MYRTLE TREES	2		\$500.00	\$1,000.00
3.02	LIGUSTRUM TREES	3		\$700.00	\$2,100.00
3.03	3 g. WAX JASMINE	51		\$10.00	\$510.00
3.04	3 g. COONTIE	6		\$20.00	\$120.00
3.05	3 g. RUELLIA	115		\$12.00	\$1,380.00
3.06	3g. IXORA- 'NORA GRANT'	56		\$12.00	\$672.00
3.07	15 g. VIBURNUM HEDGES	42		\$75.00	\$3,150.00
3.08	REPLACE ZOYSIA GRASS	2,500		\$1.00	\$2,500.00
3.09	REPLACE ST.AUGUSTINE GRASS	1,700		\$0.75	\$1,275.00
REPLACEMENT TOTAL					\$12,707.00
3.10	REMOVE VIBURNUM HEDGES	15		\$25.00	\$375.00
3.11	CRYPE MYRTLE TREES (RE-STAKE)	2		\$250.00	\$500.00
3.12	TREAT ZOYSIA GRASS	25,500		\$0.50	\$12,750.00
REMOVAL TOTAL					\$13,625.00
MIROMAR LAKES BLVD TO F.G.C.U LAKE PKY. WEST SUBTOTAL					\$26,332.00
IV F.G.C.U LAKE PKY. WEST - TO THE SOUTH GAP BEFORE PORTO ROMANO					
4.01	LIGUSTRUM TREES	6		\$700.00	\$4,200.00
4.02	SABAL PALMS	1		\$300.00	\$300.00
4.03	LIVE OAK TREES	3		\$600.00	\$1,800.00
4.04	3 g. RUELLIA	55		\$12.00	\$660.00
4.05	15 g. VIBURNUM HEDGES	72		\$75.00	\$5,400.00
REPLACEMENT TOTAL					\$12,360.00
4.06	LIVE OAKS (+REMOVE 2 POOR TREES & 1 STUMP)	3		\$250.00	\$750.00
4.07	TREAT ST.AUGUSTINE GRASS	30,000		\$0.50	\$15,000.00
4.08	CLEAN UP DEAD WOOD & TREE REMOVAL	1		\$15,000.00	\$15,000.00
REMOVAL TOTAL					\$30,750.00
F.G.C.U LAKE PKY. WEST - TO THE SOUTH GAP BEFORE PORTO ROMANO SUBTOTAL					\$43,110.00
V PORTO ROMANO BERM					
5.00	GUMBO LIMBO TREE	1		\$600.00	\$600.00
5.01	PINK TABEBUIA TREE	1		\$600.00	\$600.00
REPLACEMENT TOTAL					\$1,200.00
5.02	PIGEON PLUM (RE-STAKE)	1		\$250.00	\$250.00
5.03	GUMBO LIMBO (REMOVE STUMP)	1		\$250.00	\$250.00
5.04	PINK TABEBUIA (REMOVE STUMP)	1		\$250.00	\$250.00
5.05	FICUS TREE (RE-STAKE & ADD MORE SOIL)	1		\$350.00	\$350.00
REMOVAL TOTAL					\$1,100.00
PORTO ROMANO BERM SUBTOTAL					\$2,300.00
VI SAN MARINO BERM					
6.01	FICUS TREE	1		\$500.00	\$500.00
6.02	PIGEON PLUMS TREES	3		\$600.00	\$1,800.00
6.03	TAMARIND TREES	2		\$700.00	\$1,400.00
6.04	15 g. VIBURNUM HEDGES	27		\$75.00	\$2,025.00
6.05	3 g. COCOPLUM	53		\$12.00	\$636.00
6.06	3 g. HIBISCUS	65		\$15.00	\$975.00
REPLACEMENT TOTAL					\$7,336.00



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

LANDSCAPES OPINION
OF PROBABLE COST

DATE
3/27/2023

PROJECT TITLE		CGA PROJECT NO.			
Miromar Lakes CDD / Landscape Buffers					
LOCATION					
OWNER					
ESTIMATED BY: Michael Conner		CHECKED BY		APPROVED BY	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
6.07	TREE REMOVALS	1		\$5,000.00	\$5,000.00
REMOVAL TOTAL					\$5,000.00
SAN MARINO BERM SUBTOTAL					\$12,336.00
VIII F.G.C.U - LAKE BERM					
7.01	SLASH PINES	7		\$700.00	\$4,900.00
7.02	COCONUT PALMS	16		\$750.00	\$12,000.00
7.03	SABAL PALMS	6		\$300.00	\$1,800.00
7.04	FICUS TREES	8		\$500.00	\$4,000.00
7.05	15 g. FICUS HEDGES	4		\$75.00	\$300.00
REPLACEMENT TOTAL					\$23,000.00
7.06	SABAL PALMS (REMOVE 3 DEAD PALMS & 3 STUMPS)	6		\$50.00	\$300.00
7.07	WASHINGTONIA PALM (REMOVAL ONLY - NO REPLACEMENT)	1		\$250.00	\$250.00
7.08	FICUS TREES (RE-STAKE ONLY)	7		\$250.00	\$1,750.00
7.09	IRRIGATION REPAIRS	1		\$15,000.00	\$15,000.00
7.10	CLEAN UP OF DEAD WOOD & TREE REMOVALS	1		\$28,000.00	\$28,000.00
REMOVAL TOTAL					\$45,300.00
F.G.C.U - LAKE BERM SUBTOTAL					\$68,300.00
VIII EAST LAKE PENINSULA BERM					
8.01	FICUS TREES	5		\$500.00	\$2,500.00
8.02	SABAL PALMS	2		\$300.00	\$600.00
8.03	HONG KONG ORCHID TREE	1		\$600.00	\$600.00
8.04	COCONUT PALMS	9		\$750.00	\$6,750.00
8.05	3 g. WAX JASMINE	540		\$10.00	\$5,400.00
8.06	3 g. BOSTON FERNS	45		\$12.00	\$540.00
8.07	3 g. OLEANDER	24		\$15.00	\$360.00
8.08	3 g. COCOPLUM	350		\$12.00	\$4,200.00
8.09	3 g. FIREBRUSH	335		\$15.00	\$5,025.00
8.10	3 g. PHILODENDRONS	25		\$12.00	\$300.00
8.11	15 g. VIBURNUM HEDGES	10		\$75.00	\$750.00
REPLACEMENT TOTAL					\$27,025.00
8.12	FICUS TREES (3 REMOVE, 1 UPROOTED & 1 STUMP)	5		\$250.00	\$1,250.00
8.13	FICUS TREES (NEED PRUNING)	1		\$150.00	\$150.00
8.14	FICUS TREES (RE-STAKE)	1		\$250.00	\$250.00
8.15	SABAL PALMS (1 REMOVE & 1 STUMP)	2		\$50.00	\$100.00
8.16	HONG KONG ORCHID TREES (REMOVE / DEAD)	1		\$250.00	\$250.00
8.17	HONG KONG ORCHID TREES (NEEDS PRUNING)	1		\$150.00	\$150.00
8.18	ROYAL PALM (RE-STAKE)	1		\$250.00	\$250.00
8.19	HONG KONG ORCHID TREES (RE-STAKE)	2		\$250.00	\$500.00
8.20	TRIM ALL COCONUT PALMS	1		\$7,500.00	\$7,500.00
8.21	TREAT / FERTILIZE ALL COCONUT PALMS	1		\$2,500.00	\$2,500.00
8.22	CLEAN UP OF DEAD WOOD & TREE REMOVAL	1		\$37,000.00	\$37,000.00
REMOVAL TOTAL					\$49,900.00
EAST LAKE PENINSULA BERM SUBTOTAL					\$76,925.00
VIII I - 75 BERM					
9.01	FICUS TREES (MISSING & REMOVALS & REPLACEMENTS)	48		\$500.00	\$24,000.00
9.02	ORCHID TREES	10		\$700.00	\$7,000.00
9.03	SILK FLOSS TREES	4		\$700.00	\$2,800.00
9.04	YELLOW POINCIANA TREES	7		\$700.00	\$4,900.00
9.05	15g. VIBURNUM HEDGES	75		\$75.00	\$5,625.00
9.06	FAN PALMS - 4' - 5' HT.	20		\$150.00	\$3,000.00
REPLACEMENT TOTAL					\$47,325.00
9.07	5 OR 6 "WASH OUT" AREAS - (NEED MORE SOIL)	1		\$5,000.00	\$5,000.00
9.08	FICUS TREES (REMOVE)	14		\$250.00	\$3,500.00
9.09	FICUS TREES (STUMPS)	2		\$250.00	\$500.00
9.10	FICUS TREES (RESTAKE)	6		\$250.00	\$1,500.00
9.11	ORCHID TREES (NEED PRUNING)	3		\$150.00	\$450.00
9.12	JACARANDA TREE (NEEDS PRUNING)	1		\$150.00	\$150.00
9.13	YELLOW POINCIANA TREES (RESTAKE)	1		\$250.00	\$250.00
9.14	REMOVE BRAZILIAN PEPPER	1		\$1,500.00	\$1,500.00
9.15	IRRIGATION REPAIRS	1		\$25,000.00	\$25,000.00
9.16	CLEAN UP DEAD WOOD & TREE REMOVAL	1		\$52,000.00	\$52,000.00
REMOVAL TOTAL					\$89,850.00
I - 75 BERM SUBTOTAL					\$137,175.00
TOTAL OVERALL COST					\$409,538.00

C. PHOTOGRAPHS OF EXISTING CONDITIONS

I. BEN HILL GRIFFIN PKY. – TIVOLI BERM



Missing Var. Flax Lily



Missing Plumabgo



Missing Viburnum Hedges

II. BEN HILL GRIFFIN PKY. – NORTH OF MIROMAR LAKES BLVD.



Missing "Petra" Crutons



Missing Wax Jasmine



Missing Bougainvillea

III. BEN HILL GRIFFIN OKY. – MIROMAR LAKES BLVD. TO F.G.C.U. LAKE PKY.



Missing "Nora Grant" Xora



Missing SOD Strip at Side Walk



Missing Crape Myrtle Trees



Re-Stake Crape Myrtle Tree

IV. BILL HILL GRIFFIN PKY. – F.G.C.U. LAKE PKY. – SOUTH TOWARDS PORTO ROMANO BILL



Missing Ligustrum Trees



Missing Ruellia Plants



Replace Live Oak Tree

V. BEN HILL GRIFFIN PKY. – PORTO ROMANO BERM



Re-Stake Pigeon Plum Tree



Replace Gumbo Limbo Tree



Replace Pink Tabebuia Tree



Ficus Tree - Needs Soil

VI. BEN HILL GRIFFIN PKY. – SAN MARINO BERM



Missing Cocoplum



Missing Pigeon Plum Tree



Missing Hibiscus



Missing Viburnum Hedges

VII. F.G.C.U. – LAKE BERM



Damage Coconut Palm



Uproot Ficus Tree - Replace



Re-Stake Ficus Tree



Missing Slash Pines

VIII. EAST LAKE PENINSULA BERM



Missing Wax Jasmine



Debris to be Cleaned Up



Missing Ficus Tree



Missing Viburnum Hedges

IX. I-75 BERM



Missing Ficus Tree



Uprooted Ficus Tree - Needs Soil

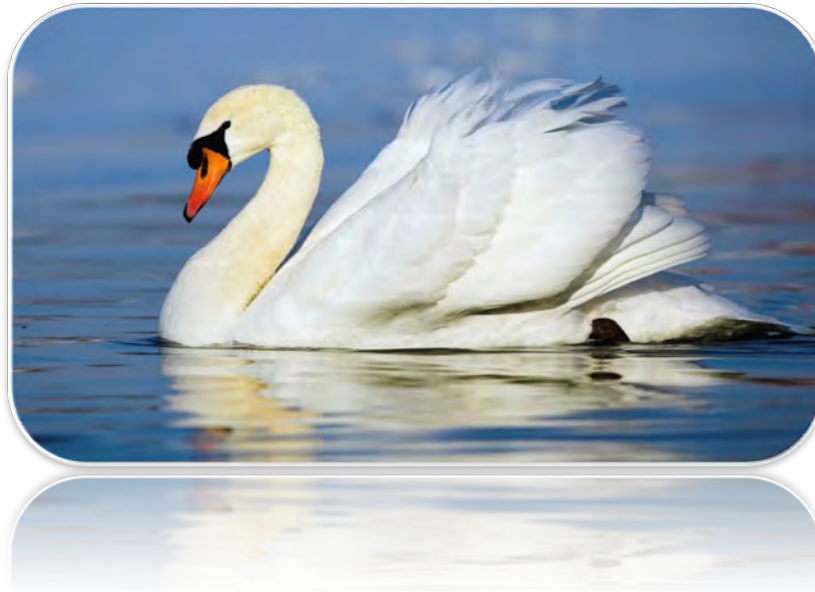


Missing Ficus Tree



Damaged Silk Floss - Replace

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT



PROPOSED BUDGET

FISCAL YEAR 2025

PREPARED BY:

JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

**Miromar Lakes
Community Development District**

**General Fund - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
Revenues and Other Sources					
Cash Carryforward	\$ -	\$ -	\$ -	\$ -	NO Cash required from prior year to fund Operations
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	
Interest Income - General Account	\$ -	\$ -	\$ -	\$ -	Interest on General Bank Account
Special Assessment Revenue	\$ -				
Special Assessment - On-Roll	\$ 1,007,091	\$ 919,834	\$ 1,007,091	\$ 1,502,996	Assessments from Resident Owners
Special Assessment - Off-Roll	\$ 181,010	\$ 90,505	\$ 181,010	\$ 270,142	Assessment from Developer
Misc. Revenue (Easement Encroachments)	\$ -	\$ -	\$ -	\$ -	
Total Revenue & Other Sources	\$ 1,188,102	\$ 1,010,339	\$ 1,188,102	\$ 1,773,138	
Expenditures and Other Uses					
Legislative					
Board of Supervisor's Fees	\$ 12,000	\$ 6,000	\$ 12,000	\$ 12,000	Statutory Required Fees
Board of Supervisor's - FICA	\$ 918	\$ 459	\$ 918	\$ 918	FICA Required for Board Fees
Executive					
Professional Management	\$ 42,000	\$ 21,000	\$ 42,000	\$ 44,100	District Manager Contract
Financial and Administrative					
Audit Services	\$ 4,500	\$ 3,800	\$ 3,800	\$ 3,900	Statutory required audit yearly
Accounting Services (Amort Schedules)	\$ -	\$ -	\$ -	\$ -	
Assessment Roll Preparation	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	Statutory required maintenance of owner's par debt outstanding and
Arbitrage Rebate Fees	\$ 1,000	\$ 500	\$ 1,000	\$ 1,000	IRS Required Calculation to insure interest on bond funds does not exceed
Other Contractual Services					
Recording and Transcription	\$ -	\$ -	\$ -	\$ -	Transcriptio of Board Meetings
Legal Advertising	\$ 1,200	\$ 511	\$ 3,500	\$ 3,500	Statutory Required Legal Advertising
Trustee Services	\$ 9,300	\$ 5,859	\$ 10,000	\$ 10,000	Trustee Fees for Bonds
Dissemination Agent Services	\$ -	\$ -	\$ -	\$ -	
Property Appraiser & Tax Collector Fees	\$ 1,300	\$ 1,291	\$ 1,291	\$ 1,300	Fees to place assessment on the tax bills
Bank Service Fees	\$ 250	\$ -	\$ 250	\$ 250	Fees required to maintain bank account
Travel and Per Diem	\$ -	\$ -	\$ -	\$ -	
Communications and Freight Services					
Telephone	\$ -	\$ -	\$ -	\$ -	
Postage, Freight & Messenger	\$ 300	\$ 937	\$ 2,000	\$ 2,000	Mailing and postage
Website Maintenance	\$ 1,200	\$ 300	\$ 600	\$ 600	Statutory Maintenance of District Web site
Insurance	\$ 8,100	\$ 17,300	\$ 17,300	\$ 18,000	General Liability and D&O Liability Insurance
Printing and Binding	\$ 300	\$ -	\$ 1,600	\$ 1,600	Agenda books and copies
Other Current Charges					
Office Supplies	\$ -	\$ -	\$ -	\$ -	
Subscriptions and Memberships	\$ 175	\$ 175	\$ 175	\$ 175	Statutory fee to Department of Economic Opportunity
Legal Services					

Community Development District

**General Fund - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
General Counsel	\$ 18,000	\$ 6,380	\$ 18,000	\$ 18,000	District Attorney
Easement Encroachments	\$ -	\$ -	\$ -		District Attorney - Fees for Legal documents for Easements
Other General Government Services					
Engineering Services					
General Services	\$ 7,000	6,384	\$ 8,000	\$ 8,000	District Engineer
Asset Maps/Cost Estimates	\$ -	-	\$ -	\$ -	Engineer/Asset Manager
Asset Administrative Services	\$ 10,000	4,167	\$ 10,000	\$ 10,000	General Services (Asset Manager)
Easement Encroachments	\$ -	-	\$ -	\$ -	
Contingencies	\$ -	\$ -	\$ -	\$ -	
Sub-Total:	\$ 135,543	\$ 93,063	\$ 150,434	\$ 153,343	

The Landscaping budget in the FY 2024 Column is the Budget from FY 2019 that the District prepared and which was then removed when the District entered into the agreement with the Master HOA

Landscaping Services

Professional Management

Asset Management	\$ 37,400	\$ -	\$ -	\$ 80,000	District Asset Manager
Utility Services					
Electric - Landscape Lighting	\$ 5,000	\$ -	\$ -	\$ 4,500	Landscape Lighting
Irrigation Water	\$ -	\$ -	\$ -	\$ 3,500	Irrigation pump stations
Repairs & Maintenance					
Public Area Landscaping	\$ 427,000	\$ -	\$ -	\$ 595,000	Periodic Maintenance of Berms/Ben Hill Griffin
Irrigation System	\$ 8,000	\$ -	\$ -	\$ 45,000	Periodic Maintenance of Irrigation System
Well system	\$ 1,000	\$ -	\$ -	\$ 24,000	Periodic Maintenance of Irrigation Wells
Plant Replacement	\$ 60,000	\$ -	\$ -	\$ 30,000	Periodic Replacement of Materials
Tree Trimming	\$ -			\$ 30,000	Periodic Maintenance of Trees
Other Current Services					
Lee County Assessments	\$ 51,000	\$ -	\$ -	\$ -	Lee County no longer assesses for the MSBU
Charlotte County Assessments	\$ 375	\$ -	\$ -	\$ -	Charlotte County has removed the Assessments for the Panther Habitat
Hendry County - Panther Habitat Taxes	\$ -	\$ -	\$ -	\$ -	
Aeration system	\$ -	\$ -	\$ -	\$ -	
Littoral Shelf	\$ -	\$ -	\$ -	\$ -	
Wetland System	\$ -	\$ -	\$ -	\$ -	
Operating Supplies					
Mulch	\$ 24,000			\$ 30,000	
Capital Outlay					
Landscape Damage from Hurricanes	\$ 151,738	\$ -	\$ -	\$ 100,000	Program to begin to Restore Damage from Hurricanes
Sub-Total:	\$ 765,513	\$ -	\$ -	\$ 942,000	not included in total

Stormwater Management Services

Professional Services

Community Development District

**General Fund - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
Asset Management	\$ 46,000	\$ 19,167	\$ 46,000	\$ 75,000	District Asset Manager
NPDES	\$ 3,500	\$ 1,551	\$ 3,500	\$ 3,500	Regulatory Reporting for Wetlands
Utility Services					
Electric - Aeration System	\$ 5,000	\$ 3,194	\$ 6,389	\$ 6,500	Electric Service for Fountain
Repairs & Maintenance					
Lake System					
Aquatic Weed Control	\$ 80,000	\$ 26,750	\$ 69,200	\$ 80,000	Periodic spraying of lakes
Lake Bank Maintenance	\$ 2,500	\$ 2,888	\$ 8,663	\$ 2,500	Periodic maintenance of lake banks
Water Quality Reporting & Testing	\$ 19,000	\$ 8,155	\$ 16,310	\$ 19,000	Periodic Reporting & Testing (3 times/year)
Water Control Structures	\$28,000	\$ 9,560	\$ 28,000	\$ 28,000	Yearly Cleaning of all Water Control Structures
Grass Carp Installation	\$ -	\$ -	\$ -	\$ -	N/A for FY 2024
Littoral Shelf Planting	\$ -	\$ -	\$ -	\$ -	None Required for FY 2024
Cane Toad Removal	\$ 37,000	\$ 14,600	\$ 35,040	\$ 37,000	Remove Lake Larvee/toads & exterminate
Midge Fly Control	\$ 35,000	\$ 5,898	\$ 23,591	\$ 35,000	Spraying of lakes to control insects - anticipate 4 treatments/year
Aeration System	\$ 8,000	\$ 12,781	\$ 18,781	\$ 8,000	Periodic Maintenance of Aeration systems
Fish Re-Stocking Plan	\$ 98,000	\$ 9,368	\$ 70,000	\$ 98,000	Year 2 of Fisheries Restocking
Contingencies	\$ 15,375	\$ -	\$ -	\$ 15,375	5% of Lake System Repairs & Maintenance
Wetland System					
Routine Maintenance	\$ 54,000	\$ 18,035	\$ 43,284	\$ 54,000	Periodic Maint. - remove exotic materials from wetlands/detention areas
Water Quality Testing	\$ -	\$ -	\$ -	\$ -	
Contingencies	\$ 2,700	\$ -	\$ -	\$ 2,700	5% of Wetland System Repairs & Maintenance
Capital Outlay					
Aeration Systems	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 2024 and Beyond
Littoral Shelf Replanting/Barrier	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 2024 and Beyond
Lake Bank Restorations	\$ 108,500	\$ 88,424	\$ 108,500	\$ 101,100	See Capital Improvements for Detail
Turbidity Screens	\$ -	\$ -	\$ -	\$ -	See Capital Improvements for Detail
Erosion Restoration	\$ -	\$ 1,200	\$ 1,200	\$ -	See Capital Improvements for Detail
Video Stormwater Pipes/Repairs	\$ 52,000	\$ 1,150	\$ 19,150	\$ 52,000	See Capital Improvements for Detail
Detention Area Restorations	\$ -	\$ -	\$ -	\$ -	See Capital Improvements for Detail
Contingencies	\$ -	\$ -	\$ -	\$ -	Moved to Reserves & Contingencies for Overall Operations
Sub-Total:	\$ 594,575	\$ 222,721	\$ 497,608	\$ 617,675	
Other Current Charges					
Hendry County Panther Habitat Taxes	\$ -	\$ -	\$ -	\$ -	No Assessment FY 2022 & 2023
Sub-Total:	\$ -	\$ -	\$ -	\$ -	
Reserves & Contingencies					
Water Management System	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 24 moved to Overall Reserve
Disaster Relief Reserve	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 24 moved to Overall Reserve
Contingencies	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 24 moved to Overall Reserve

Community Development District

**General Fund - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
Capital/Operations	\$ 417,700	\$ -	\$ -	\$ -	Long Term Capital Planning Tool - create a stable/equitable funding plan to offset deterioration resulting in sufficient funds for major common area expenditures and to create a stable fund for Hurricane Cleanup/Restoration
Sub-Total:	\$ 417,700	\$ -	\$ -	\$ -	
Other Fees and Charges					
Discount for Early Payment	\$ 40,284	\$ -	\$ 40,284	\$ 60,120	4% Discounts property owner's if paying taxes in November.
Sub-Total:	\$ 40,284	\$ -	\$ 40,284	\$ 60,120	
Total Expenditures and Other Uses	\$ 1,188,102	\$ 315,784	\$ 688,326	\$ 1,773,138	
Change from Current Year Operations	\$ -	\$ 694,555	\$ 499,776	\$ -	Cash Over (Short) at Fiscal Year End
Fund Balance :					
Capital/Operations Reserves	\$ 753,682		\$ 753,682	\$ 1,107,199	Long Term Capital Planning - Balance of Funds Remaining
1st Three (3) Months Operations	\$ 297,025		\$ 297,025	\$ 443,284	Required to meet Cash Needs until Assessment Rec'd.
Total Fund Balance	\$ 1,050,708		\$ 1,550,483	\$ 1,550,483	

Total Fund Balance in FY 2024 Column is Actual Fund Balance as of October 1, 2023

Community Development District

General Fund - Budget
Fiscal Year 2025

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
General Fund - Operations					
Sold property on roll	1362	\$ 468.84		\$ 1,103.52	
Developer units off roll	255	\$ 451.53		\$ 1,059.38	
Total:	1617				
Capital/Operations					
Sold property on roll	1362	\$ 270.59		\$ -	
Developer units off roll	255	\$ 258.32		\$ -	
Total:	1617				
Total Assessment					
Sold property on roll	1362	\$ 739.42		\$ 1,103.52	
Developer units off roll	255	\$ 709.84		\$ 1,059.38	
Total:	1617				
Adopted Cap Rate	\$ 739.98			\$ 739.98	
Proposed Cap Rate				\$ 1,324.23	
Reduction in Units for 2025		<< Total Rev Loss from Unit Reduction >>		\$ -	
Component of Rate Change	FY 2024	FY 2025	Change	Effect on Rate	
Administration	\$ 135,543	\$ 153,343	\$ 17,800	\$ 11.01	
Stormwater Management	\$ 594,575	\$ 617,675	\$ 23,100	\$ 14.29	
Landscaping	\$ -	\$ 942,000	\$ 942,000	\$ 582.56	
Reserves	\$ 417,700	\$ -	\$ (417,700)	\$ (258.32)	
Other Fees and Charges	\$ 40,284	\$ 60,120	\$ 19,836	\$ 23.89	
Total:	\$ 1,188,102	\$ 1,773,138	\$ 585,036	\$ 373.43	

**Miromar Lakes
Community Development District**

**General Fund - Budget
Fiscal Year 2025**

Capital Improvement Plan - Fiscal Year 2023 through FY 2028

Description of Capital Items	2023	2024	2025	2026	2027	2028
Landscaping Restoration - Hurricane Damage						
Overall Cost			\$100,000	\$100,000	\$100,000	\$100,000
Total Landscaping System:			\$100,000	\$100,000	\$100,000	\$100,000
Rentention/Dentention Areas						
Replanting - Luguna, Verono Lago	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Irrigation System:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater System						
Video Stormwater Pipes/Repairs	\$ 55,000	\$ 52,000	\$ 45,000	\$ 35,000	\$ 35,000	\$ 35,000
Total Stormwater System:	\$ 55,000	\$ 52,000	\$ 45,000	\$ 35,000	\$ 35,000	\$ 35,000
Lake System						
Improvements for Water Quality						
Turbity Screen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Littoral Shelf - Re-Plantings	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
Littoral Shelf - Barrier Installation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
Aeration System						
Lake Aerator Systems	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total:	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -
Erosion Restoration						
Subdivision Shoreline- Rip-Rap Montebella (non-residential)	\$ 80,000	\$ 4,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Montelago	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Valencia	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Verona Lago	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellamare (non-residential)	\$ -	\$ 14,000	\$ -	\$ -	\$ -	\$ -
FGCU and Peninsula Berm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Isla Bella	\$ -	\$ 18,000	\$ 16,000	\$ -	\$ -	\$ -
Sorrento	\$ -	\$ -	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
San Marino	\$ -	\$ -	\$ -	\$ 22,000	\$ -	\$ -
Bellini	\$ -	\$ 58,000	\$ -	\$ -	\$ -	\$ -
St. Moritz	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Course	\$ -	\$ -	\$ -	\$ -	\$ 14,000	\$ -
Contingencies/CEI Services	\$ 12,000	\$ 14,500	\$ 11,100	\$ 11,100	\$ 11,100	\$ 11,100
Sub-Total:	\$ 92,000	\$ 108,500	\$ 101,100	\$ 107,100	\$ 99,100	\$ 85,100
Total: Stormwater Management System	\$ 165,000	\$ 160,500	\$ 146,100	\$ 142,100	\$ 134,100	\$ 120,100
Total Capital Improvements:	\$ 165,000	\$ 160,500	\$ 246,100	\$ 242,100	\$ 234,100	\$ 220,100
Estimated Cost Per Residential Unit:	\$ 102.04	\$ 99.26	\$ 152.20	\$ 149.72	\$ 144.77	\$ 136.12

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2022 Bonds (Refinanced Series 2012 Bonds Original 2000A Bonds) - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget
Revenues and Other Sources				
Carryforward	\$ -	\$ -	\$ -	\$ -
Interest Income				
Revenue Account	\$ -	\$ 10,862	\$ 19,551	\$ 17,596
Interest Account	\$ -	\$ -	\$ -	\$ -
Reserve Account	\$ -	\$ -	\$ -	\$ -
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 833,182	\$ 760,491	\$ 833,182	\$ 837,416
Special Assessment - Off-Roll	\$ -	\$ -	\$ -	\$ -
Special Assessment - Prepayment	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 833,182	\$ 771,352	\$ 852,733	\$ 855,012
	\$ -			
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2022 Bonds	\$ 635,000	\$ -	\$ 635,000	\$ 650,000
Principal Debt Service - Early Redemptions				
Series 2022 Bonds	\$ -	\$ -	\$ -	\$ -
Interest Expense				
Series 2022 Bonds	\$ 168,324	\$ 84,162	\$ 168,324	\$ 153,919
Other Fees and Charges				
Discounts for Early Payment	\$ 33,472	\$ -	\$ 33,472	\$ 33,497
Total Expenditures and Other Uses	\$ 836,796	\$ 84,162	\$ 836,796	\$ 837,416
Net Increase/(Decrease) in Fund Balance	\$ (3,614)	\$ 687,190	\$ 15,937	\$ 17,596
Fund Balance - Beginning	\$ 164,130	\$ 164,130	\$ 164,130	\$ 180,067
Fund Balance - Ending	\$ 160,516	\$ 851,320	\$ 180,067	\$ 197,663
Restricted Fund Balance:				
Reserve Account Requirement			NONE	
Restricted for November 1, 2025 Interest Payment			\$ 68,897	
Total - Restricted Fund Balance:			\$ 68,897	

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2022 Bonds (Refinanced Series 2012 Bonds Originally 2000A Bonds) - Budget
Fiscal Year 2025**

Description	Prepayments	Principal	Coupon Rate	Interest	Fiscal Year Annual Debt Service	Par Debt Outstanding
Par Issued - March 17, 2022	\$	6,960,000	Varies			
11/1/2022				\$ 112,836.27		
5/1/2023	\$	620,000	2.100%	\$ 90,672.00	\$ 823,508.27	\$ 6,340,000
11/1/2023				\$ 84,162.00		
5/1/2024	\$	635,000	2.300%	\$ 84,162.00	\$ 803,324.00	\$ 5,705,000
11/1/2024				\$ 76,959.50		
5/1/2025	\$	650,000	2.450%	\$ 76,959.50	\$ 803,919.00	\$ 5,055,000
11/1/2025				\$ 68,897.00		
5/1/2026	\$	665,000	2.500%	\$ 68,897.00	\$ 802,794.00	\$ 4,390,000
11/1/2026				\$ 60,584.50		
5/1/2027	\$	680,000	2.600%	\$ 60,584.50	\$ 801,169.00	\$ 3,710,000
11/1/2027				\$ 51,744.50		
5/1/2028	\$	700,000	2.660%	\$ 51,744.50	\$ 803,489.00	\$ 3,010,000
11/1/2028				\$ 42,434.50		
5/1/2029	\$	720,000	2.720%	\$ 42,434.50	\$ 804,869.00	\$ 2,290,000
11/1/2029				\$ 32,642.50		
5/1/2030	\$	745,000	2.800%	\$ 32,642.50	\$ 810,285.00	\$ 1,545,000
11/1/2030				\$ 22,212.50		
5/1/2031	\$	760,000	2.850%	\$ 22,212.50	\$ 804,425.00	\$ 785,000
11/1/2031				\$ 11,382.50		
5/1/2032	\$	785,000	2.900%	\$ 11,382.50	\$ 807,765.00	\$ -

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2015 Bonds (Refinanced Series 2003 Bonds) - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget
Revenues and Other Sources				
Carryforward				
Interest Income				
Reserve Account	\$ 12,000	\$ 11,165	\$ 20,097	\$ 18,087
Revenue Account	\$ 20	\$ 14,878	\$ 26,780	\$ 24,102
Prepayment Account	\$ -	\$ -	\$ -	\$ -
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 593,699	\$ 542,033	\$ 593,699	\$ 954,688
Special Assessment - Off-Roll	\$ 325,534	\$ -	\$ 325,534	
Special Assessment - Prepayment		\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 931,253	\$ 568,076	\$ 966,110	\$ 996,877
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2015 Bonds	\$ 510,000	\$ -	\$ 510,000	\$ 535,000
Principal Debt Service - Early Redemptions				
Series 2015 Bonds	\$ -	\$ -	\$ -	\$ -
Interest Expense				
Series 2015 Bonds	\$ 407,250	\$ 203,500	\$ 407,250	\$ 381,500
Other Fees and Charges				
Discounts for Early Payment	\$ 23,748	\$ -	\$ 23,748	\$ 38,188
Total Expenditures and Other Uses	\$ 940,998	\$ 203,500	\$ 940,998	\$ 954,688
Net Increase/(Decrease) in Fund Balance	\$ (9,745)	\$ 364,576	\$ 25,112	\$ 42,190
Fund Balance - Beginning	\$ 965,334	\$ 965,334	\$ 965,334	\$ 990,446
Fund Balance - Ending	\$ 955,589	\$ 1,329,910	\$ 990,446	\$ 1,032,636
Restricted Fund Balance:				
Reserve Account Requirement			\$ 450,375	
Restricted for November 1, 2025 Interest Payment			\$ 177,375	
Total - Restricted Fund Balance:			\$ 627,750	

Miromar Lakes
Community Development District
Debt Service Fund - Series 2015 - Amortization Schedule
Debt Service Fund - Series 2015 Bonds (Refinanced Series 2003 Bonds) - Budget
Fiscal Year 2025

Description	Prepayments	Principal	Coupon Rate	Interest	Fiscal Year Annual DS	Par Debt Outstanding
Par Outstanding at 10/01/2023		\$ 8,140,000.00				
11/1/2023				\$ 203,500.00		
5/1/2024		\$ 510,000	5.000%	\$ 203,500.00	\$ 917,000.00	\$ 7,630,000.00
11/1/2024				\$ 190,750.00		
5/1/2025		\$ 535,000	5.000%	\$ 190,750.00	\$ 916,500.00	\$ 7,095,000.00
11/1/2025				\$ 177,375.00		
5/1/2026		\$ 560,000	5.000%	\$ 177,375.00	\$ 914,750.00	\$ 6,535,000.00
11/1/2026				\$ 163,375.00		
5/1/2027		\$ 590,000	5.000%	\$ 163,375.00	\$ 916,750.00	\$ 5,945,000.00
11/1/2027				\$ 148,625.00		
5/1/2028		\$ 620,000	5.000%	\$ 148,625.00	\$ 917,250.00	\$ 5,325,000.00
11/1/2028				\$ 133,125.00		
5/1/2029		\$ 650,000	5.000%	\$ 133,125.00	\$ 916,250.00	\$ 4,675,000.00
11/1/2029				\$ 116,875.00		
5/1/2030		\$ 685,000	5.000%	\$ 116,875.00	\$ 918,750.00	\$ 3,990,000.00
11/1/2030				\$ 99,750.00		
5/1/2031		\$ 720,000	5.000%	\$ 99,750.00	\$ 919,500.00	\$ 3,270,000.00
11/1/2031				\$ 81,750.00		
5/1/2032		\$ 760,000	5.000%	\$ 81,750.00	\$ 923,500.00	\$ 2,510,000.00
11/1/2032				\$ 62,750.00		
5/1/2033		\$ 795,000	5.000%	\$ 62,750.00	\$ 920,500.00	\$ 1,715,000.00
11/1/2033				\$ 42,875.00		
5/1/2034		\$ 835,000	5.000%	\$ 42,875.00	\$ 920,750.00	\$ 880,000.00
11/1/2034				\$ 22,000.00		
5/1/2035		\$ 880,000	5.000%	\$ 22,000.00	\$ 924,000.00	\$ -

**Miromar Lakes Community Development District
Assessment Levy - Summary of All Funds**

**Series 2022 (Refinanced 2012/2000A Bonds - Phase I)
Par Amount: \$6,960,000 - 7 Years Remaining**

Description	Original Par Debt	Bond Designation	Debt Service Assessment	General Fund Assessment	Total Assessment - FY 2025	Total Assessment FY 2024	Outstanding Par at 09/30/2025	Units Assigned - On-Roll	Units Assigned - Off-Roll	Prepayments	Total Remaining Units for Debt	Total Debt Service Assessment	Total General Fund Assessment
Murano	\$ 24,687.00	SF 2	\$ 1,404.14	\$ 1,103.52	\$ 2,507.67	\$ 2,512.15	\$ 8,503.16	19			19	\$ 26,678.74	\$ 20,966.90
Positano	\$ 24,687.00	SF 2	\$ 1,404.14	\$ 1,103.52	\$ 2,507.67	\$ 2,512.15	\$ 8,503.16	11			11	\$ 15,445.58	\$ 12,138.73
Solari	\$ 9,859.00	SF 2	\$ 1,404.14	\$ 1,103.52	\$ 2,507.67	\$ 2,512.15	\$ 8,503.16	10			10	\$ 14,041.44	\$ 11,035.21
Verona Lago	\$ 14,789.00	SF	\$ 842.49	\$ 1,103.52	\$ 1,946.01	\$ 1,948.70	\$ 5,101.89	62		4	58	\$ 48,864.20	\$ 68,418.31
Isola Bella	\$ 14,789.00	SF	\$ 842.49	\$ 1,103.52	\$ 1,946.01	\$ 1,948.70	\$ 5,101.89	13			13	\$ 10,952.32	\$ 14,345.78
Bellamare	\$ 14,789.00	SF	\$ 842.49	\$ 1,103.52	\$ 1,946.01	\$ 1,948.70	\$ 5,101.89	20			20	\$ 16,849.72	\$ 22,070.42
Ana Capri	\$ 14,789.00	SF	\$ 842.49	\$ 1,103.52	\$ 1,946.01	\$ 1,948.70	\$ 5,101.89	10			10	\$ 8,424.86	\$ 11,035.21
Casteli	\$ 14,789.00	SF	\$ 842.49	\$ 1,103.52	\$ 1,946.01	\$ 1,948.70	\$ 5,101.89	8			8	\$ 6,739.89	\$ 8,828.17
Montelago	\$ 12,324.00	VILLA	\$ 702.07	\$ 1,103.52	\$ 1,805.59	\$ 1,807.83	\$ 4,251.58	30		4	26	\$ 18,253.87	\$ 33,105.64
Tivoli	\$ 12,324.00	VILLA	\$ 702.07	\$ 1,103.52	\$ 1,805.59	\$ 1,807.83	\$ 4,251.58	76			76	\$ 53,357.47	\$ 83,867.61
St. Moritz	\$ 12,324.00	VILLA	\$ 702.07	\$ 1,103.52	\$ 1,805.59	\$ 1,807.83	\$ 4,251.58	37			37	\$ 25,976.67	\$ 40,830.28
Sienna	\$ 12,324.00	VILLA	\$ 702.07	\$ 1,103.52	\$ 1,805.59	\$ 1,807.83	\$ 4,251.58	27		1	26	\$ 18,253.87	\$ 29,795.07
Caprini	\$ 12,324.00	VILLA	\$ 702.07	\$ 1,103.52	\$ 1,805.59	\$ 1,807.83	\$ 4,251.58	27			27	\$ 18,955.94	\$ 29,795.07
Porto Romano	\$ 12,324.00	VILLA	\$ 702.07	\$ 1,103.52	\$ 1,805.59	\$ 1,807.83	\$ 4,251.58	55			55	\$ 38,613.96	\$ 60,693.66
Volterra	\$ 12,324.00	VILLA	\$ 702.07	\$ 1,103.52	\$ 1,805.59	\$ 1,807.83	\$ 4,251.58	12			12	\$ 8,424.86	\$ 13,242.25
Portofino	\$ 12,324.00	VILLA	\$ 702.07	\$ 1,103.52	\$ 1,805.59	\$ 1,807.83	\$ 4,251.58	20			20	\$ 14,041.44	\$ 22,070.42
Valencia	\$ 9,859.00	MF	\$ 561.66	\$ 1,103.52	\$ 1,665.18	\$ 1,666.97	\$ 3,401.27	80		3	77	\$ 43,247.66	\$ 88,281.69
Vivaldi	\$ 9,859.00	MF	\$ 561.66	\$ 1,103.52	\$ 1,665.18	\$ 1,666.97	\$ 3,401.27	60			60	\$ 33,699.47	\$ 66,211.27
Bella Vista	\$ 9,859.00	MF	\$ 561.66	\$ 1,103.52	\$ 1,665.18	\$ 1,666.97	\$ 3,401.27	60		1	59	\$ 33,137.82	\$ 66,211.27
Mirasol	\$ 9,859.00	MF	\$ 561.66	\$ 1,103.52	\$ 1,665.18	\$ 1,666.97	\$ 3,401.27	110			110	\$ 61,782.37	\$ 121,387.33
San Marino	\$ 9,859.00	MF	\$ 561.66	\$ 1,103.52	\$ 1,665.18	\$ 1,666.97	\$ 3,401.27	160			160	\$ 89,865.27	\$ 176,563.39
Montebello	\$ 9,859.00	MF	\$ 561.66	\$ 1,103.52	\$ 1,665.18	\$ 1,666.97	\$ 3,401.27	40		2	38	\$ 21,343.00	\$ 44,140.85
Ravenna	\$ 9,859.00	MF	\$ 561.66	\$ 1,103.52	\$ 1,665.18	\$ 1,666.97	\$ 3,401.27	60		3	57	\$ 32,014.50	\$ 66,211.27
Bellini	\$ 9,859.00	MF	\$ 561.66	\$ 1,103.52	\$ 1,665.18	\$ 1,666.97	\$ 3,401.27	60		1	59	\$ 33,137.82	\$ 66,211.27
University	\$ -	GOV	\$ -	\$ 6,621.13	\$ 6,621.13	\$ 1,666.97	\$ -					\$ -	\$ -
Golf Club/Course		GOLF	\$ 129,697.44	\$ 11,035.21	\$ 140,732.65	\$ 141,146.88	\$ 78,374.77	10				\$ 129,697.44	\$ -
Beach Club		BEACH	\$ 12,942.18	\$ -	\$ 12,942.18	\$ 12,983.52	\$ 785,416.65					\$ 12,942.18	\$ -
								1077		19	1048	\$ 834,742.38	\$ 1,177,457.10
												Total - ON-ROLL	\$ 837,415.63
												OVER (Under)	\$ (2,673.24)

**Miromar Lakes Community Development District
Assessment Levy - Summary of All Funds
Series 2015 Bonds (Refinanced 2003 A Bonds - Phase II)
Par Amount - \$19,165,000 - 12 Years Remaining**

<i>Phase I Neighborhoods</i>	<i>Original Par Debt</i>	<i>Bond Designation</i>	<i>Debt Service Assessment</i>	<i>General Fund Assessment</i>	<i>Total Assessment - FY 2025</i>	<i>Total Assessment FY 2024</i>	<i>Outstanding Par at 09/30/2025</i>	<i>Units Assigned - On-Roll</i>	<i>Units Assigned - Off-Roll</i>	<i>Prepayments</i>	<i>Total Remaining Units for Debt</i>	<i>Total Debt Service Assessment</i>	<i>Total General Fund Assessment</i>
Sorrento	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	11			11	\$ 26,096.40	\$ 12,138.73
Salerno I	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	10			10	\$ 23,724.00	\$ 11,035.21
Lugano	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	11			11	\$ 26,096.40	\$ 12,138.73
Salerno II	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	22			22	\$ 52,192.80	\$ 24,277.47
Sardinia	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	8			8	\$ 18,979.20	\$ 8,828.17
Avellino	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	9			9	\$ 21,351.60	\$ 9,931.69
Ancona	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	6			6	\$ 14,234.40	\$ 6,621.13
Bergamo	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	6			6	\$ 14,234.40	\$ 6,621.13
Veneto (was Positano on 24)	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	107		95	12	\$ 28,468.80	\$ 118,076.77
Messina (Was Costa Majorie)	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	50			50	\$ 118,620.00	\$ 55,176.06
Prestino	\$ 34,794.86	SF2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	23			23	\$ 54,565.20	\$ 25,380.99
San Lorenzo	\$ 34,794.86	SF2	\$ 2,372.40	\$ 1,103.52	\$ 3,475.92	\$ 3,475.92	\$ 17,979.73	13			13	\$ 30,841.20	\$ 14,345.78
											Sub-Total	181	
Navona	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 1,103.52	\$ 2,861.70	\$ 2,861.70	\$ 13,341.70	18			18	\$ 31,647.24	\$ 19,863.38
Cassina	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 1,103.52	\$ 2,861.70	\$ 2,861.70	\$ 13,341.70	23			23	\$ 40,438.14	\$ 25,380.99
Trevi	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 1,103.52	\$ 2,861.70	\$ 2,861.70	\$ 13,341.70	11			11	\$ 19,339.98	\$ 12,138.73
Cortona	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 1,103.52	\$ 2,861.70	\$ 2,861.70	\$ 13,341.70	19			19	\$ 33,405.42	\$ 20,966.90
Villa D/Este	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 1,103.52	\$ 2,861.70	\$ 2,861.70	\$ 13,341.70	12			12	\$ 21,098.16	\$ 13,242.25
											Sub-Total	83	
Costa Amalfi	\$ 19,339.79	Villa 1	\$ 1,318.64	\$ 1,103.52	\$ 2,422.16	\$ 2,861.70	\$ 10,008.08	16			16	\$ 21,098.24	\$ 17,656.34
											Sub-Total	16	
Golf Club	N/A												
Commerical	N/A												
Remaining Unplatted													
SF 2 Product (Sales Center Site)		SF 2	\$ 2,275.58	\$ 1,103.52	\$ 3,379.10			28	28	0	28	\$ 63,716.24	
MF Product (Track D)		MF	\$ 1,265.89	\$ 1,103.52	\$ 2,369.41			229	229		229	\$ 289,888.81	
								632	257	95	537	\$ 950,036.63	\$ 413,820.44
									Total Anticipated Units		537	\$ 954,687.50	
									Over (Under)		0	\$ (4,650.87)	

SOLITUDE

LAKE MANAGEMENT



Miromar Lakes CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled

Inspection Date: 2024-04-26

Prepared for:

**Miromar Lakes CDD
10160 Miromar Lakes Blvd.
Fort Myers, Florida 33913**

Prepared by:

Bailey Hill, Aquatic Specialist

FORT MYERS FIELD OFFICE
SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)

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Site: 1A

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.



Action Required:

Re-inspect next visit

Target:

Species non-specific

Site: 1B

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 1C

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 2A

Comments:

Normal growth observed
Shoreline is well maintained.
Algae and submersed vegetation are at controlled levels. Minor surface algae observed in the littorals, monitor and treat as needed.



Action Required:

Routine maintenance next visit

Target:

Surface algae

Site: 3A

Comments:

Treatment in progress
Shoreline weeds were recently treated and are beginning to yellow. Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 3B

Comments:

Site looks good
Shoreline is well maintained.
Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 3C

Comments:

Site looks good
Shoreline is well maintained.
Algae and submersed are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 6A

Comments:

Normal growth observed
Continue to spot treat growth in the littorals. Algae and submersed are controlled. Some erosion along the north end of the lake observed.



Action Required:

Routine maintenance next visit

Target:

Shoreline weeds

Site: 6B

Comments:

Site looks good
Shoreline is well maintained.
Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 6C

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 6D

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 6E

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 6F

Comments:

Normal growth observed

Additional treatment is needed to target torpedograss along the homeowners side. Algae and submersed are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 6G

Comments:

Normal growth observed

Littorals need selective treatment for vines. Some of the gulf spikerush was laying down due to decrease in water levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 6H

Comments:

Normal growth observed

Spot treat torpedograss and in littorals. Algae and submersed vegetation are at levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 6I

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 6J

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 6K

Comments:

Normal growth observed

Littorals will need to be selectively treated for torpedograss along the landscaped side of the lake. Algae and submersed are controlled.



Action Required:

Routine maintenance next visit

Target:

Torpedograss

Site: 6L

Comments:

Treatment in progress

Torpedograss was recently treated and growth is beginning to brown out. Algae and submersed vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 6M

Comments:

Normal growth observed

Littorals need selective treatment for torpedograss. Algae and submersed vegetation are at controlled levels. Lake is slightly planktonic.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 6N

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 6O

Comments:

Normal growth observed

The shelf located along the eastern end of the lake is clean and minimal growth was noted. The shelf along the western end needs additional treatment.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 6P

Comments:

Treatment in progress

Torpedograss is beginning to brown out due to recent treatment. Algae and submersed vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 6R

Comments:

Requires attention

Littorals need to spot treated for torpedograss. Algae and submersed vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 5/6-1

Comments:

Site looks good

Shoreline is well maintained.
Algae and submersed vegetation
are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 5/6-2

Comments:

Site looks good

Shoreline is well maintained.
Algae and submersed vegetation
are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 5/6-3

Comments:

Site looks good

Shoreline is well maintained.
Algae and submersed vegetation
are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 5/6-4

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels. Some growth of valisneria observed around the perimeter.

**Action Required:**

Routine maintenance next vis

Target:

Species non-specific

Management Summary**Observations and Action Items:**

- Overall the lakes are in good condition. The community lakes and the golf course is well maintained. Only minor algae accumulation was observed along two of the lakes on the golf course. Submersed growth was minimal overall with the exception of the larger lake. Most of the lakes that need treatment have minor weed growth within the littorals.
- Lake 6M is slightly planktonic and will need to be monitored over the next few visits.
- The next quality control report will be due July 2024.
- 3D has received multiple treatments for the gulf spikerush. A boat will be taken during the next visit to reduce target growth further out. Some erosion was noted in the corners of the lake.
- 3E needs additional treatment for shoreline weeds in the littorals.

Site	Comments	Target	Action Required
1A	Site looks good	Species non-specific	Re-inspect next visit
1B	Site looks good	Species non-specific	Routine maintenance next visit
1C	Site looks good	Species non-specific	Routine maintenance next visit
2A	Normal growth observed	Surface algae	Routine maintenance next visit
3A	Treatment in progress	Species non-specific	Routine maintenance next visit
3B	Site looks good	Species non-specific	Routine maintenance next visit
3C	Site looks good	Species non-specific	Routine maintenance next visit
6A	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6B	Site looks good	Species non-specific	Routine maintenance next visit
6C	Site looks good	Species non-specific	Routine maintenance next visit
6D	Site looks good	Species non-specific	Routine maintenance next visit
6E	Site looks good	Species non-specific	Routine maintenance next visit
6F	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6G	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6H	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6I	Site looks good	Species non-specific	Routine maintenance next visit
6J	Site looks good	Species non-specific	Routine maintenance next visit
6K	Normal growth observed	Torpedograss	Routine maintenance next visit
6L	Treatment in progress	Species non-specific	Routine maintenance next visit
6M	Normal growth observed	Torpedograss	Routine maintenance next visit
6N	Site looks good	Species non-specific	Routine maintenance next visit
6O	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6P	Treatment in progress	Torpedograss	Routine maintenance next visit
6R	Requires attention	Torpedograss	Routine maintenance next visit
5/6-1	Site looks good	Species non-specific	Routine maintenance next visit
5/6-2	Site looks good	Species non-specific	Routine maintenance next visit
5/6-3	Site looks good	Species non-specific	Routine maintenance next visit
5/6-4	Site looks good	Species non-specific	Routine maintenance next visit





MEMO

To: Board of Supervisors

From: James P. Ward

Date: March 13, 2024

Re: Commission on Ethics newly established Electronic Financial Disclosure Management System ("EFDMS") website registration, Financial Disclosure Forms, and Required Ethics Training

Beginning January 1, 2024, the Florida Commission on Ethics has enacted new procedures for electronic filing of Financial Disclosure forms for Public Officials, as a means of submitting Forms and updating your Filer contact information.

To access the newly established Electronic Financial Disclosure Management System ("EFDMS"), visit the login page (<https://disclosure.floridaethics.gov/Account/Login>) and watch the instructional video for directions on how to register/confirm registration.

If you have filed a Form 1 before, click "I am a Filer" and follow the prompts.

Instructions, FAQs, and tutorials are available from the dashboard within EFDMS. Additional assistance can be obtained Monday-Friday from 8:00 a.m. until 5:00 p.m. by contacting the Commission directly.

Financial disclosure forms are due on or before July 1, 2024 for the preceding calendar year. A grace period is in effect until September 1. If the disclosure is not filed or postmarked by September 1, an automatic fine of \$25 per day will begin to accrue and will continue to build until the disclosure is filed, or the fine reaches \$1,500.

If you have an annual filing requirement AND will be running for office as a qualified elector in November, then you will need to complete your disclosure in EFDMS and submit your filing electronically to the Commission, then print a verification/receipt for e-filing your form or print a copy of your disclosure to file with your Qualifying Officer packet.

It is imperative that each filer take the time to confirm their registration on the EFDMS site, in order to ensure that the Florida Commission on Ethics has updated and correct contact information. All communication about filing requirements and due dates for filers will be provided via email only. Filers MUST maintain a current email address in EFDMS. By law, failure to maintain a current email address will not qualify as an "unusual circumstance" during an appeal of an automatic fine for failure to timely file a Form.

If the annual form is not submitted via the electronic filing system created and maintained by the Florida Commission on Ethics by September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office [s. 112.3145, F.S.].

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.].

Also beginning January 1, 2024, all elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31st of the year for which you are filing, are now required to complete four (4) hours of Ethics Training each calendar year. The four (4) hours of Ethics Training shall be allocated amongst the following categories:

- two (2) hours of ethics law,
- one (1) hour of Sunshine Law; and
- one (1) hour of Public Records law.

Please note that the four (4) hours of the Ethics Training do not have to be completed all at once. Supervisors will report their 2024 training when they fill out their Form 1 (Statement of Financial Interests) for the 2025 year by checking a box confirming that they have completed the annual Ethics Training.

It is highly recommended that you keep a record of all ethics training used to satisfy the Ethics Training requirements. At present, there is no need to submit a certificate or letter of completion of the Ethics Training. However, the Florida Commission on Ethics (“COE”) advises that Supervisors maintain a record in the event they are asked to provide proof of completion of all Ethics Training.

Additionally, you may be solicited by a private organization (Florida Association of Special Districts) – to take their Ethics Training Course on their platform for which there is a fee. **You are NOT required to use their services nor pay the fees they charge.** There are several free online resources and links to resources that Supervisors might find helpful, including free training for the two (2) hour ethics portion and links to outside trainings which can be used to satisfy the other categories of the Ethics Training. **You may take training from any source you choose.**

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (Video Tutorial):

<https://youtu.be/U8JktIMKzyl>

Office of the Attorney General offers training on Sunshine Law and Public Records Law (22-page presentation):

<https://www.myfloridalegal.com/sites/default/files/2023-05/opengovernmentoverview.pdf>

Office of the Attorney General 2-hour Audio Presentation regarding Public Meetings and Public Records Law:

<https://www.myfloridalegal.com/sites/default/files/Full%2520audio%25202018%5B2%5D.mp3>

As always, if you have any questions regarding this information, please feel free to contact me directly at 954-658-4900.

J.P. WARD AND ASSOCIATES, LLC.

2301 N.E. 37th ST
FORT LAUDERDALE FL 33308

Lee County – Community Development Districts
FLORIDA

04/15/2024

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2024
Miromar Lakes	1,383
Palermo	388
Esplanade Lake Club	820
Timber Creek Southwest	1,095

Tammy Lipa – Voice: 239-533-6329

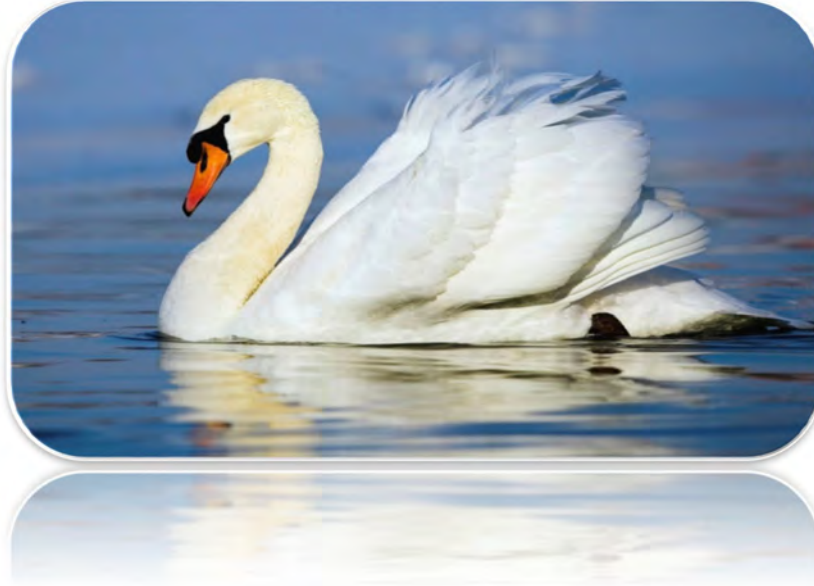
Email: tlipa@lee.vote

Send to: James P. Ward jimward@jpwardassociates.com Phone: 954-658-4900

Cc: Cori Dissinger coridissinger@jpwardassociates.com Phone: 407-913-3545

Cc: Katey Selchan katherineselchan@jpwardassociates.com

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - APRIL 2024

FISCAL YEAR 2024

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

Miromar Lakes Community Development District

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JPWard & Associates, LLC

2301 NORTHEAST 37 STREET
FORT LAUDERDALE,
FLORIDA 33308

Miromar Lakes Community Development District
Balance Sheet
for the Period Ending April 30, 2024

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2015	Series 2022	General Long Term Debt	General Fixed Assets		
Assets							
Cash and Investments							
General Fund - Invested Cash	\$ 1,753,232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,753,232
Debt Service Fund							
Interest Account	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-
Reserve Account	-	452,250	-	-	-	-	452,250
Revenue	-	1,223,994	876,496	-	-	-	2,100,490
Prepayment Account	-	-	-	-	-	-	-
Escrow Fund Account	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Cost of Issuance	-	-	-	-	-	-	-
Due from Other Funds							
General Fund	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-
Market Valuation Adjustments							
Accrued Interest Receivable	-	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	2,552,740	-	-	2,552,740
Amount to be Provided by Debt Service Funds	-	-	-	11,927,260	-	-	11,927,260
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	33,642,529	-	33,642,529
Total Assets	\$ 1,753,232	\$ 1,676,244	\$ 876,496	\$ 14,480,000	\$ 33,642,529	\$ -	\$ 52,428,501
Liabilities							
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds							
General Fund	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-
Other Developer	-	-	-	-	-	-	-
Bonds Payable							
Current Portion - Series 2012	-	-	-	-	-	-	-
Current Portion - Series 2015	-	-	-	510,000	-	-	510,000
Current Portion - Series 2022	-	-	-	635,000	-	-	635,000
Long Term - Series 2012	-	-	-	-	-	-	-
Long Term - Series 2015	-	-	-	7,630,000	-	-	7,630,000
Long Term - Series 2022	-	-	-	5,705,000	-	-	5,705,000
Total Liabilities	\$ -	\$ -	\$ -	\$ 14,480,000	\$ -	\$ -	\$ 14,480,000
Fund Equity and Other Credits							
Investment in General Fixed Assets	-	-	-	-	33,642,529	-	33,642,529
Fund Balance							
Restricted							
Beginning: October 1, 2023 (Unaudited)	-	965,334	164,130	-	-	-	1,129,464
Results from Current Operations	-	710,910	712,366	-	-	-	1,423,275
Unassigned							
Beginning: October 1, 2023 (Unaudited)	1,050,708	-	-	-	-	-	-
Allocation of Fund Balance							
System-Wide Reserves	753,682	-	-	-	-	-	753,682
Reserve For First Three Months Operations	297,025	-	-	-	-	-	297,025
Results of Current Operations	702,524	-	-	-	-	-	702,524
Total Fund Equity and Other Credits	\$ 1,753,232	\$ 1,676,244	\$ 876,496	\$ -	\$ 33,642,529	\$ -	\$ 37,948,500
Total Liabilities, Fund Equity and Other Credits	\$ 1,753,232	\$ 1,676,244	\$ 876,496	\$ 14,480,000	\$ 33,642,529	\$ -	\$ 52,428,500

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2024

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest										
Interest - General Checking	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue										
Special Assessments - On-Roll	2,741	220,479	616,438	38,200	32,479	9,497	25,897	945,731	1,007,091	94%
Special Assessments - Off-Roll	45,253	-	-	45,253	-	-	45,253	135,758	181,010	75%
Miscellaneous Revenue										
Easement Encroachments	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 47,993	\$ 220,479	\$ 616,438	\$ 83,452	\$ 32,479	\$ 9,497	\$ 71,150	\$ 1,081,489	\$ 1,188,102	91%
Expenditures and Other Uses										
Legislative										
Board of Supervisor's - Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	7,000	12,000	58%
Board of Supervisor's - Taxes	77	77	77	77	77	77	77	536	918	58%
Executive										
Professional Management	3,500	3,500	3,500	3,500	3,500	3,500	3,500	24,500	42,000	58%
Financial and Administrative										
Audit Services	-	-	3,800	-	-	-	-	3,800	4,500	84%
Accounting Services	-	-	750	750	-	-	-	1,500	-	N/A
Assessment Roll Services	1,500	1,500	9,750	750	1,500	1,500	1,500	18,000	18,000	100%
Arbitrage	-	-	500	-	-	-	-	500	1,000	50%
Bond Re-amortization	-	-	-	-	-	-	-	-	-	N/A
Other Contractual Services										
Legal Advertising	-	-	252	-	259	-	-	511	1,200	43%
Trustee Services	-	-	-	-	-	5,859	4,139	9,998	9,300	108%
Dissemination	-	-	-	-	-	-	-	-	-	N/A
Bond Amortization Schedules	-	-	-	-	-	-	-	-	-	N/A
Property Appraiser/Tax Collector Fees	-	1,291	-	-	-	-	-	1,291	1,300	99%
Bank Services	-	-	-	-	-	-	-	-	250	0%
Travel and Per Diem										
Communications & Freight Services	-	-	-	-	-	-	-	-	-	N/A
Postage, Freight & Messenger	70	362	70	250	185	-	77	1,015	300	338%
Insurance										
	17,300	-	-	-	-	-	-	17,300	8,100	214%
Printing & Binding										
	-	-	-	-	-	-	238	238	300	79%
Website Maintenance										
	-	-	-	-	-	300	-	300	1,200	25%
Office Supplies										
	-	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships										
	-	175	-	-	-	-	-	175	175	100%
Legal Services										
Legal - General Counsel	-	215	508	-	420	5,238	-	6,380	18,000	35%
Legal - Encroachments	-	-	-	-	-	-	-	-	-	N/A
Other General Government Services										
Engineering Services - General Services	-	-	-	833	5,419	575	1,607	8,434	7,000	120%
Asset Maps/Cost Estimates	-	-	-	-	-	-	-	-	-	N/A
Asset Administrative Services	-	833	833	390	833	833	833	4,557	10,000	46%
Reserve Analysis	-	-	-	-	-	-	-	-	-	N/A
Encroachment Agreements	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	N/A
Sub-Total:	23,447	8,952	21,040	7,550	13,193	18,881	12,970	106,033	135,543	78%

Miomar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2024

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Stormwater Management Services										
Professional Services										
Asset Management	-	3,833	3,833	3,833	3,833	3,833	3,833	23,000	46,000	50%
NPDES	-	1,551	-	-	-	-	-	1,551	3,500	44%
Mitigation Monitoring	-	-	-	-	-	-	-	-	-	N/A
Stormwater Management Services										
Water MGT - Debris Removal	-	-	-	-	-	-	-	-	-	N/A
Utility Services										
Electric - Aeration Systems	299	539	579	603	614	560	560	3,754	5,000	75%
Repairs & Maintenance										
Lake System										
Aquatic Weed Control	-	5,350	-	5,350	18,203	-	-	28,903	80,000	36%
Lake Bank Maintenance	-	735	-	-	-	-	1,800	2,535	2,500	101%
Water Quality Testing	-	-	4,660	-	-	3,495	-	8,155	19,000	43%
Water Control Structures	-	9,000	-	-	560	-	-	9,560	28,000	34%
Grass Carp Installation	-	-	-	-	-	-	-	-	-	N/A
Litoral Shelf Barrier/Replanting	-	-	-	-	-	-	-	-	-	N/A
Cane Toad Removal	-	3,200	2,900	2,800	2,800	2,900	3,600	18,200	37,000	49%
Midge Fly Control	-	-	-	723	3,050	2,125	14,855	20,753	35,000	59%
Aeration System	-	804	-	-	11,977	-	-	12,781	8,000	160%
Fish Re-Stocking	-	695	-	-	1,473	7,200	2,000	11,368	98,000	12%
Contingencies	-	-	-	-	-	-	-	-	15,375	0%
Wetland System										
Routine Maintenance	-	3,607	-	3,607	10,821	-	-	18,035	54,000	33%
Water Quality Testing	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	2,700	0%
Capital Outlay										
Aeration Systems	-	-	-	-	-	-	-	-	-	N/A
Littortal Shelf Replanting/Barrier	-	-	-	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	900	-	250	85,274	2,000	23,563	111,987	108,500	103%
Turbidity Screens	-	-	-	-	-	-	-	-	-	N/A
Erosion Restoration	-	-	600	600	-	-	-	1,200	-	N/A
Video Stormwater Pipes/Repairs	-	250	250	250	-	400	-	1,150	52,000	2%
Contingencies	-	-	-	-	-	-	-	-	-	N/A
Sub-Total:	299	30,465	12,823	18,016	138,606	22,513	50,211	272,932	594,575	46%
Other Current Charges										
Hendry County - Panther Habitat Taxes	-	-	-	-	-	-	-	-	-	N/A
Payroll Expenses	-	-	-	-	-	-	-	-	-	N/A
Reserves for General Fund										
Capital/Operations	-	-	-	-	-	-	-	-	417,700	0%
Other Fees and Charges										
Discount for Early Payment	-	-	-	-	-	-	-	-	40,284	0%
Sub-Total:	-	-	-	-	-	-	-	-	457,984	0%
Total Expenditures and Other Uses:	\$ 23,746	\$ 39,417	\$ 33,862	\$ 25,566	\$ 151,798	\$ 41,394	\$ 63,181	\$ 378,964	\$ 1,188,102	32%
Net Increase/ (Decrease) in Fund Balance	24,248	181,062	582,575	57,886	(119,319)	(31,897)	7,969	702,524	(0)	
Fund Balance - Beginning	1,050,708	1,074,955	1,256,017	1,838,593	1,896,479	1,777,160	1,745,263	1,050,708	1,050,708	
Fund Balance - Ending	\$ 1,074,955	\$ 1,256,017	\$ 1,838,593	\$ 1,896,479	\$ 1,777,160	\$ 1,745,263	\$ 1,753,232	\$ 1,753,232	\$ 1,050,707	

Miromar Lakes Community Development District
Debt Service Fund - Series 2015 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2024

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income										
Reserve Account	1,836	1,903	1,848	1,909	1,901	1,767	1,889	13,054	12,000	109%
Interest Account	-	-	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	2,070	2,175	1,302	2,536	3,460	3,335	3,650	18,528	20	92641%
Special Assessment Revenue										
Special Assessments - On-Roll	1,615	129,922	363,250	22,510	19,139	5,597	15,261	557,293	593,699	94%
Special Assessments - Off-Roll	-	-	-	-	-	-	325,534	325,534	325,534	100%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	N/A
Net Inc (Dec) Fair Value Investments										
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	-	N/A
Bond Proceeds										
Total Revenue and Other Sources:	\$ 5,520	\$ 134,000	\$ 366,400	\$ 26,955	\$ 24,501	\$ 10,699	\$ 346,334	\$ 914,410	\$ 931,253	98%
Expenditures and Other Uses										
Debt Service										
Principal Debt Service - Mandatory										
Series 2015 Bonds	-	-	-	-	-	-	-	-	510,000	0%
Principal Debt Service - Early Redemptions										
Series 2015 Bonds	-	-	-	-	-	-	-	-	-	N/A
Interest Expense										
Series 2015 Bonds	-	203,500	-	-	-	-	-	203,500	407,250	50%
Original Issue Discount										
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	N/A
Other Fees and Charges										
Discounts for Early Payment	-	-	-	-	-	-	-	-	23,748	0%
Total Expenditures and Other Uses:	\$ -	\$ 203,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 203,500	\$ 940,998	22%
Net Increase/ (Decrease) in Fund Balance	5,520	(69,500)	366,400	26,955	24,501	10,699	346,334	710,910	(9,745)	
Fund Balance - Beginning	965,334	970,854	901,355	1,267,755	1,294,710	1,319,211	1,329,910	965,334	-	
Fund Balance - Ending	\$ 970,854	\$ 901,355	\$ 1,267,755	\$ 1,294,710	\$ 1,319,211	\$ 1,329,910	\$ 1,676,244	\$ 1,676,244	\$ (9,745)	

Miromar Lakes Community Development District
Debt Service Fund - Series 2022 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2024

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income										
Reserve Account	-	-	-	-	-	-	-	-	-	N/A
Interest Account	-	-	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	701	749	362	2,152	3,481	3,417	3,764	14,626	-	N/A
Escrow Fund Account	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue										
Special Assessments - On-Roll	2,266	182,285	509,652	31,582	26,853	7,852	21,411	781,902	833,182	94%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	N/A
Net Inc (Dec) Fair Value Investments	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 2,967	\$ 183,034	\$ 510,014	\$ 33,734	\$ 30,334	\$ 11,270	\$ 25,175	\$ 796,528	\$ 833,182	N/A
Expenditures and Other Uses										
Debt Service										
Principal Debt Service - Mandatory										
Series 2022 Bonds	-	-	-	-	-	-	-	-	635,000	N/A
Principal Debt Service - Early Redemptions										
Series 2022 Bonds	-	-	-	-	-	-	-	-	-	N/A
Interest Expense										
Series 2022 Bonds	-	84,162	-	-	-	-	-	84,162	168,324	N/A
Discounts for Early Payment										
	-	-	-	-	-	-	-	-	33,472	0%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 84,162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,162	\$ 836,796	N/A
Net Increase/ (Decrease) in Fund Balance	2,967	98,872	510,014	33,734	30,334	11,270	25,175	712,366	(3,614)	
Fund Balance - Beginning	164,130	167,097	265,969	775,983	809,717	840,051	851,320	164,130	-	
Fund Balance - Ending	\$ 167,097	\$ 265,969	\$ 775,983	\$ 809,717	\$ 840,051	\$ 851,320	\$ 876,496	\$ 876,496	\$ (3,614)	