
Miromar Lakes Community Development District

Agenda

January 8, 2015



Prepared by:

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MIROMAR LAKES

COMMUNITY DEVELOPMENT DISTRICT

January 2, 2015

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, January 8, 2015, at 2:00 P.M.** at the **Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

1. Call to Order & Roll Call
2. Consideration of Minutes
 - a) December 11, 2014 Regular Meeting
3. Consideration of Resolution 2015-3 accepting the certification of the District Engineer that the Series 2003A project is complete, finalizing the special assessments securing the District's Series 2003A capital improvement revenue bonds, and providing for a supplement to the improvement lien book, and declaring that certain true-up obligation remain the same. .
4. Consideration of a Deed of Conservation Easement to be granted to the South Florida Water Management District in accordance with the Army Corps of Engineer's permit 199507483 (IP_MN) for mitigation areas 1-4.
5. Staff Reports
 - a) Attorney
 - b) Engineer
 - c) Asset manager
 - d) Manager
 - I. Financial Statements for the period ending November 30, 2014
6. Supervisor's Requests and Audience Comments
7. Adjournment

The second order of business is consideration of the minutes of December 11, 2014 minutes.



James P. Ward
District Manager

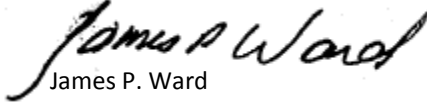
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The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,

Miromar Lakes

Community Development District



James P. Ward
District Manager
Enclosures



James P. Ward
District Manager

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

16 The Regular Meeting of the Miromar Lakes Community Development District's Board
17 of Supervisors was held on Thursday, December 11, 2014, at 2:00 p.m., at the Beach
18 Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

19 **Present and constituting a quorum were:**

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Mike Hendershot	Chairman
David Herring	Vice Chairman
Bernie Donoho	Assistant Secretary
Alan Refkin	Assistant Secretary

26 **Staff present:**

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James Ward	District Manager
Greg Urbancic	District Counsel
Charlie Krebs	District Engineer
Paul Cusmano	Calvin Giordano & Associates
George Keller	Calvin Giordano & Associates
Bill Reagan	FMS Bonds
Danny Tyler	Nabors, Giblin & Nickerson

34 **Audience present:**

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Mike Elgin	Miromar Development Corporation
Tim Byal	Miromar Development Corporation
Mike Risso	Resident

40 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

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Mr. Ward called the meeting to order at 2:00 p.m., noting that the record should reflect that all members of the Board were present at roll call with the exception of Supervisor Ballinger.

45 **SECOND ORDER OF BUSINESS**

Consideration of Minutes

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a. November 13, 2014, Regular Meeting

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Dr. Herring mentioned on page 14, where the name Rick Daley was shown, the surname was Eudaley.

44 Mr. Hendershot noted on page five, **Herbertson and Rotenberger** was misspelled,
45 asking if Mr. Ward wished to correct the minutes at the present meeting or preferred Board
46 members to forward their corrections to him, so he could make the necessary changes.

47 Mr. Ward stated if they were just spelling errors, the Board could give him the correct
48 spellings and he would make the corrections. The minutes could be approved subject to the
49 correction of the spelling errors noted by the Board.

50 Mr. Donoho mentioned a change on page eight, paragraph seven, where the
51 sentence should read, "Miromar should agree to maintain the aforementioned land."

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53 **On MOTION by Mr. Hendershot and seconded by Mr. Donoho,**
54 **with all in favor of approving the November 13, 2014, Regular**
55 **Meeting minutes subject to the changes noted above and any**
56 **additional spelling corrections.**

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59 **THIRD ORDER OF BUSINESS**

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Consideration of Resolution 2015-2, delegating to the Chairman or other official the authority to approve the sale and terms of sale of the District's Capital Improvement Revenue Refunding Bonds, Series 2014 in the par amount of not to exceed \$19,950,000.

Mr. Ward stated item three was the primary purpose of the Board's meeting, indicating Danny Tyler, the District's bond counsel from Nabors, Giblin & Nickerson was present to review the item.

Mr. Tyler stated Bill Reagan would speak about the refunding first, after which he would cover the legal aspects.

Mr. Reagan recalled discussing the refunding at the Board's September 2014 meeting and getting the Board's general approval, noting the market was still in the District's favor, though it was taking them a little longer to get organized. The refunding was similar to what the District did previously, and for all practical purposes, the refinance were viewed as new money, as there was no build out, other than a very small area. He thought they were a day away from having a finalized offering document they could put into the

80 market. They were still at about four and a half percent, 12 percent plus savings, and he
81 hoped to get a little more, so things were in good shape. While the District was in its second
82 phase of what could be called a build out community, that was on the marketing end, as the
83 allocation area had minor build out and needed additional infrastructure.

84 Mr. Hendershot stated that there was something in today's paper for Colonial Country
85 Club refinancing, at something like 3.7%?

86 Mr. Reagan stated that was probably a built out CDD and although a good portion of
87 this CDD is built out, the area subject to the 2003 assessments, has minor build out and
88 has need for additional infrastructure. He mentioned that within one of the legal documents
89 in the delegated award, parameters were set out. For instance, on timing, if things were in
90 good shape next week, and the District went ahead and posted its information for review,
91 particularly with the holidays so near, it was unlikely any organization would initiate a
92 purchase. He said there were some very large institutional buyers capable of handling a
93 transaction of this size, so if the District could have the documents ready by next week and
94 have them posted. However, for \$20 million, it was more likely to be picked up by more than
95 one institution. The aim was to close the transaction in the first week in January.

96 Mr. Refkin asked if when the bond company sold to more than one institution, was
97 the pricing the same for all the institutions involved.

98 Mr. Reagan said yes, the pricing would be the same.

99 Mr. Refkin asked what would be the fee for the transaction, essentially the spread.

100 Mr. Reagan replied their discount was about 1.3 percent, as he reduced his
101 company's fee down considerably since the last transaction.

102 Mr. Hendershot asked if the 12 percent savings took fees and discounts into
103 account, as well as the buying down early of part of the debt.

104 Mr. Reagan stated that the developer would be making a pay down, and they had to
105 pay their interest up to the closing date, which was one of the reasons why they were in an
106 awkward position, but he did not want to escrow those funds until May 1. With that caveat,
107 the developer agreed to pay the one-percent premium to call the bonds early and,
108 mathematically, it was about a break even for them versus waiting until May 1; it was about
109 \$100,000 each way. He indicated the bond company had to make sure that the developer
110 was given adequate time when he priced.

111 Mr. Refkin commented when an institution purchased a bond, they pay the accrued
112 interest.

113 Mr. Reagan affirmed they did, but if the developer were to prepay the bonds, they
114 would be charged interest until May 1, and they were going to shorten that period to the
115 closing date on January 1, and the developer had to pay the premium, so it was about the
116 same.

117 Mr. Refkin asked if when the bond company got the District out of one bond and into
118 another, was the District paying a principal transaction fee on the sale of the old issue.

119 Mr. Reagan answered no, they were just calling those bonds, and the District only
120 paid the premium. Mr. Tyler would present the Board with an overview of the documents
121 and seek the Board's approval on the timing issue. He said the three documents in the
122 backup including the preliminary offering documents that were already enhanced, and any
123 other changes made would improve them to make the deal better for the District and
124 bondholder.

125 Mr. Tyler remarked that the documents before the Board represented a delegated
126 award resolution, noting there were two ways for a government to do such bond sales. They
127 used to always do an award resolution, meaning the underwriter had to schedule a
128 marketing period around when the Board would meet, so the Board could approve the bond
129 purchase agreement, and tickets could be written for the bonds. He stated they came up
130 with a better way, both for general purpose governments and special districts like the CDD,
131 it's called a delegated award, which meant they did not give the Board Chairman unbridled
132 discretion, rather they delegated to the Chairman, within set parameters, the ability to
133 execute and deliver a bond purchase contract, and to execute and deliver the rest of the
134 documents to close the transaction, if the underwriter came back with a proposal that was
135 within the parameters.

136 He said in order for this to take place, the Board had to approve the documents
137 related to the transaction. The agenda package contained documents that indicated the
138 bonds would be issued under a master indenture that was adopted when they did the first
139 series of bonds for Miromar Lakes. He noted there was a supplemental indenture for each
140 subsequent bond issue that contained the details of that particular bond issue, and this
141 kept them from having to reinvent the wheel every time they did it. The form of the

142 supplemental indenture would have the principal amounts, the bond form, the redemption
143 provisions, the maturity dates, etc. that all related to this particular series of bonds. The
144 documents included a bond purchase contract that both Mr. Urbancic and he reviewed, and
145 it was a standard form of a bond purchase agreement with the same outs that would
146 obligate the underwriter once it was signed to purchase all the bonds at the price set forth,
147 including all the provisions.

148 Mr. Tyler indicated the package included a number of the closing documents that
149 they would execute and deliver when they closed the bond issue. There was also a red
150 herring prospectus that would be the preliminary limited offering memorandum for the
151 bonds, and it would contain information regarding the proposed bonds, the development,
152 the assessments, the assessment area, and a description of the rest of the documents.
153 Thus, it contained all the information material to an investor in making an informed decision
154 as to whether or not to purchase the bonds, and it was geared mostly to an institutional
155 investor, as opposed to a retail investor; as with the state of development, these bonds were
156 not retail quality bonds.

157 He said contained in the package was also a document called the Continuing
158 Disclosure Agreement that was the SEC's backdoor way to go around something called the
159 Tower Amendment that prohibited the SEC from requiring governments to make periodic
160 reports. The SEC then passed a rule that said in order for an underwriter to buy bonds from
161 a municipal government, they had to enter into an undertaking to provide annual and
162 certain material event disclosure; in some ways, it enforced a somewhat streamlined 10K
163 and 10Q procedure.

164 The parameters included \$19,320,000 not to exceed and a minimum annual debt
165 service reduction of ten percent. When Mr. Reagan went out to market the bonds, there
166 would be an order period, and they would keep adjusting the interest rate on the bonds
167 based on the amount of interest, almost like an auction, so it was a true supply and demand
168 kind of efficient market. He said it would not behoove Mr. Reagan to get anything less than
169 the maximum amount of savings possible. The maximum maturity date was May 1, 2035;
170 the maximum underwriter's discount was \$276,850, which translated to 1.3 percent, a
171 maximum cost of issuance at \$120,000, and an optional redemption no later than May 1,
172 2025, at par. He said this was a ten-year call protection that was typical of such bonds.

173 Mr. Hendershot asked if they were comfortable with all the reps and warranties, that
174 there were no issues with those as the bondholder.

175 Mr. Urbancic affirmed that was consistent with what was done the last time, and
176 consistent with what he saw on other transactions.

177 Mr. Refkin asked for a reminder of what the savings would be.

178 Mr. Tyler replied, at the current market rate, the savings were shown at ten percent,
179 which was lower than what Mr. Reagan was showing, but that was to give flexibility.

180 Mr. Reagan concurred, the Board was being shown a minimum savings that would
181 give the Board flexibility.

182 Mr. Donoho asked if ten percent was the guaranteed minimum.

183 Mr. Reagan affirmed the Chair could not approve the deal unless it was ten percent,
184 so they would have to keep working until they got to that point.

185 Mr. Hendershot asked if on the income side, that was based on certain assumptions,
186 including any pre-purchase by the developer, etc.

187 Mr. Reagan remarked the prepayment would not affect the savings level.

188 Mr. Tyler stated the prepayment helped the rate theoretically, as there was less
189 exposure; it might save the District about 50 basis points.

190 Mr. Ward asked if there were any questions from the Board or audience.

191 Mr. Rizzo asked if the bonds were rated by the agency.

192 Mr. Reagan said they were not rated.

193 Mr. Hendershot referred to the document, AJC Associates, Inc., containing
194 information on all the units, stating there were a few designated properties in the back that
195 either were not on the \$19 million bond roll or he could not find them if they were traceable.
196 It was mainly the numbers at the end where it said one was a \$3 million slot that had a
197 maximum annual debt service of \$249,000, and he could not find that in the other charts.

198 Mr. Ward stated, the back pages were detailed folio numbers or property ID numbers,
199 so they would be aggregated into one of the other numbers on the chart.

200 Mr. Hendershot questioned if the prepayments were not allocated to any properties,
201 and it was just debt.

202 Mr. Ward replied that the prepayment was allocated, referring the Board to the
203 Analysis Charts on page one of four, and at the bottom of the page where it said "Revised

204 debt allocation payment”, it showed \$3.7 million as the reduction to bring the figure down to
205 the \$19.3 million par debt and the properties it was allocated to. All that took place
206 between this chart and the chart Mr. Hendershot referenced previously was that the analysis
207 chart had a little more detail in it, as it had the exact folio numbers.

208 Mr. Byal stated they found an issue where one of the strap numbers, as reflected on
209 the map, was a mitigation parcel that somewhere in the allocation it received a \$3.8 million
210 portion of the debt, so they pulled off and redistributed that among properties that could
211 actually pay that amount of debt.

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213 **On MOTION by Mr. Refkin and seconded by Mr. Hendershot,**
214 **with all in favor of approving Resolution 2015-2.**

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FOURTH ORDER OF BUSINESS

Staff Reports

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a. Attorney

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Mr. Urbancic mentioned his update on public records given at the Board’s last meeting, distributing a recent newspaper article to remind the Board of the firm he mentioned was using the public records law for not so ethical purposes. He wished the Board to stay aware in case they ever received a public records request, as the one mentioned in the article was a simple request sent to the principal of a Marco Island charter high school for a recent payroll transaction. The principal stated he either did not receive the email or deleted it, and the school was now embroiled in a lawsuit, as the aforementioned not-for-profit and the law firm that shared an office that made public records challenges filed a lawsuit and were now litigating. It was now basically an attorneys’ fees generator.

He urged the Board to remain aware of how easily lawsuits could evolve from such simple public records requests, and to immediately relay any requests related to the CDD coming to them that appeared suspicious to Mr. Ward or him.

Dr. Herring noted Board members each had email addresses and those email accounts were part of the public record, and he felt sure a request like that shown in the newspaper article would go directly to his spam folder.

236 Mr. Urbancic said, in reading the article, it was being alleged that the law firm had
237 software that could detect whether or not an email had been read. Thus, if the email went
238 to spam and was never read, that was a line of defense. However, in the article, it was
239 alleged that the principal actually read the email.

240 Dr. Herring asked if Board members would be held personally responsible or as a
241 CDD.

242 Mr. Ward stated it was the entities who were being sued. The best thing to do was
243 for the Board to pay attention to the emails they received, as oftentimes emails to do with
244 legitimate business went into his spam folder, as they had viruses attached to them.

245 Dr. Herring inquired if board members of other CDDs said they were contacted by any
246 of the abovementioned group.

247 Mr. Urbancic stated he was not aware of any, but he had been contacted by this
248 group, but he responded and gave them the records they requested, which he recalled was
249 information about the two upcoming meetings.

250 Mr. Ward affirmed they had, stating they asked for very innocuous information,
251 making the request deliberately simple, so that the public entity would overlook sending the
252 information, thereby enabling them to file a lawsuit.

253 Mr. Urbancic concurred, stating they only made the records request one time, and if
254 the entity failed to deliver, they filed a lawsuit and a request to settle for about \$3,000, and
255 the more the public entity fought, the higher the fees increased. The State and the Attorney
256 General were currently looking into how such abuses of the system could be stopped. He
257 urged other District staff to stay alert as well, as they could get a public records request; they
258 had been known to target engineers and other consultants, as under the 2013 law, support
259 staff was responsible for responding to public records requests.

260 Mr. Krebs asked if the request would have to specify to which CDD they were
261 referring to, as engineers and consultants often worked for more than one CDD.

262 Mr. Urbancic affirmed there had to be some indication as to which entity the public
263 records request was related to.

264 Mr. Ward pointed out that, as agents of a public entity, engineers and consultants
265 like Mr. Urbancic and he held public records that had to be kept in accordance with the law,

266 so there was an obligation to respond to requests for those records. A failure to respond to
267 such requests could result in the District being sued.

268 Mr. Urbancic affirmed they needed to pay attention, possibly having their offices look
269 at the article being referenced, noting there were numerous similar articles in Florida
270 newspapers that showed they were targeting engineering firms.

271 Mr. Ward pointed out that in the article, it said the firm filed 140 lawsuits in 27
272 Counties since January, so it was very important for everyone to watch and be careful.

273 **b. District Engineer**

274 Mr. Ward indicated Mr. Krebs and Mr. Cusmano would give a combined presentation.

275 Mr. Krebs referred to the memo provided in the Board's backup that dealt with the
276 residential drainage connection that went into the lakes, noting he worked with Mr.
277 Cusmano to draft a memo and create an exhibit to hand out to the residential associations.
278 This was to facilitate their being able to connect their household drainage into their lakes, so
279 they did not get a mishmash of everything that took place in other communities, such as
280 Sienna. He said the memo outlined how the connections should be made, the procedure for
281 them to notify the District before and when they were doing the work, and information on the
282 contractor that would be doing the work. They would then follow up with residents when the
283 work was completed to ensure installations were consistent with the District's expectations.

284 Mr. Donoho asked what were the remedies in situations where the installation was
285 below the required standard. It appeared there should be another paragraph in the memo.

286 Mr. Krebs replied, in reference to the water quality testing, they would wait to see
287 what kind of cooperation they would get from the developer, such as Center Place, and if
288 they would have an adverse effect on the water quality. If the engineers did not receive a
289 positive response from them, the decision had to be made whether to take the matter to the
290 District or to the County, but it would be an open-ended question. When it was discussed in
291 the public hearing, the developer gave the impression that they would be responsive to
292 anything brought to their attention if they were creating an adverse effect.

293 He doubted the same people would be in charge of the land when it was developed,
294 and he thought they would get the land entitled, flip it, and then they would disappear. If it
295 got to that point, the next step would be to go to the County with data showing that the lake
296 was deteriorating and it was not the District's fault, and if no response was forthcoming,

297 then the matter could be taken to the South Florida Water Management District (SFWMD).
298 He said, ultimately, SFWMD was the final agency in charge of water quality.

299 Mr. Hendershot thought much of the District's work was being done under the
300 NPDES.

301 Mr. Krebs replied what was being done under the NPDES was they were using the
302 county's monitoring wells to show that there was no degradation to the outstanding Florida
303 water, such as the Estero River and the upstream areas. The memo was to indicate the
304 District knew what was going on in the lake prior to anything that was happening with Center
305 Place, and the matter could be monitored, so when Center Place came online, the engineers
306 would do another series of testing throughout the year. After that, the situation would be
307 monitored to ensure everything remained status quo. He said if problems were detected,
308 they would first ensure everything was functioning well on the District's side to make sure it
309 was not the District's doing before going anywhere else.

310 Mr. Hendershot asked why the District should care if there was a problem.

311 Mr. Krebs stated if it got to a point where it violated the Class Three Water Standards
312 the State set up, the District would be responsible for addressing the matter, as the lakes
313 were owned by the CDD.

314 Mr. Hendershot understood that the CDD owned the lakes, but what the District was
315 doing was to benefit of the developer and help them make sales.

316 Mr. Krebs commented, looking at it from a long-term point of view, when everything
317 was built out and the developer was no longer around, the onus would be on the residents,
318 so everything that came back would be to the benefit of the residents. Thus, if the
319 engineers knew that the system was working properly as far as the internal lakes, the dry
320 retention areas, the storm water system, etc., and there was still a problem with the water
321 quality that could definitely be proven not be coming from the District's system, the next
322 step was to look into external impacts. He noted the only external impact would be Center
323 Place or, in the future, Alico Road would discharge into that lake as well.

324 Mr. Cusmano reminded the Board this was in the future, as, presently, there was no
325 one starting development out there or anyone near planning on breaking ground. They were
326 setting up a monitoring process to establish a baseline for going forward.

327 Mr. Refkin asked if they had a baseline involving such things as the BOD rate.

328 Mr. Krebs affirmed this was what they sought to establish, as they knew generally
329 where it should be based upon what they had been using for the county wells in their annual
330 report. They would hire someone to take test samples, possibly in three locations: by the
331 upstream of the weir, by the beach club near the marina, and by the bridge to establish that
332 baseline, so they would know that the lake was consistent in all locations. He said if one
333 area was higher than the other, they could address that.

334 Mr. Refkin believed the BOD rate was almost guaranteed to go up when development
335 began, as it was the amount of dissolved oxygen in water.

336 Mr. Krebs said it was important for them to know where all of that was going, as the
337 water quality was supposed to be taken care of on the internal lakes. The recreational lake,
338 if everything was working correctly, should not see that big of a fluctuation, as with all that
339 runoff, everything was going into the District's internal lakes first and being treated there,
340 and then it would flow into the main lake. He said there might be some annual fluctuations,
341 but they should be consistent, and if there was an increase in boat traffic and that level was
342 going up, the engineers needed to know where it was coming from. Ultimately, if the water
343 quality degraded to a point where the standards were being missed, the District had to
344 justify why.

345 Mr. Hendershot asked if the baseline would have been any different if the carp had
346 not been put into the lakes.

347 Mr. Krebs answered no.

348 Mr. Refkin added if the BOD rate got too high, the carp would die, as they would be
349 unable to breathe.

350 Mr. Krebs concurred, stating the lakes' dissolved oxygen and the biological demand
351 went hand in hand. Establishing the baseline now was important so they could begin
352 tracking the situation, mostly because the District would begin seeing runoff coming into its
353 site that it had no control over due to the presence of multiple users. He said it was
354 important for the CDD to protect itself, as the permit was in the District's name, and if
355 anything went wrong, it was to the CDD they would come to first. They were looking to
356 implement the monitoring system in 2015.

357 Mr. Cusmano affirmed in late 2015 to roll into 2016, and there was a meeting on
358 December 16 with FWC, FGCU, some residents, Bob White, Mr. Krebs, Mr. Elgin and he to

359 discuss various matters that had been brought up, as they too had lake quality concerns.
360 The information provided at that meeting would be sent to Mr. Krebs for him to analyze, and
361 they would give the Board a report with recommendations going forward. He received bids
362 for testing from two different labs, one was for \$7,600 based on their specifications; that is,
363 a two-year monitoring with all the tests stated by Mr. Krebs. The other bid was for \$10,000
364 from Lake Master, as they sent their test results out to a lab for analysis.

365 He said the company that would test the wells also did testing for Mr. Elgin, noting
366 the owner, Doug Wells, had been testing the bathing and beach areas for years, so he was
367 familiar with the lake, the tests, all the entities involved, etc. He received the bids two days
368 ago.

369 Mr. Hendershot observed the water use monitoring services said \$595 per sampling.

370 Mr. Cusmano stated that was the bid from the original report that went into Mr. Ward
371 on December 1, and prior to that they were using only five testings, and the number of
372 locations had not been selected, etc. Later, with more discussion, they received another
373 report from Mr. Krebs that identified the six testings, the locations outlined in the letter, and
374 how the monitoring should be done. This information was sent out to the vendors that bid
375 on the job before, and the final number was \$7,600 for two years of testing. He would
376 break the costs down more in his report at the next Board meeting.

377 Mr. Ward sought clarification that, from a timing perspective, the aim was to start
378 the monitoring system in fiscal year (FY) 2016, beginning October 1, 2015.

379 Mr. Krebs affirmed this to be the case.

380 Mr. Ward noted the cost would anticipated to be in the FY 2016 Budget.

381 Mr. Hendershot asked if there was any advantage to implementing the monitoring
382 earlier.

383 Mr. Cusmano said the system could begin earlier, but he first wished to get in the
384 reports from the aforementioned December 16 meeting and review the documents of what
385 transpired with Mr. Krebs to determine if it was necessary to start earlier. It was still
386 unknown when construction would begin, so it was important to first see what the reports
387 presented at the meeting contained. It might be best to begin the monitoring at the
388 beginning of the next fiscal year at the end of the rainy season.

389 Dr. Herring wondered how it could be possible that the County Commission would
390 allow developers to do what they did and not monitor their own discharges into the lake,
391 then placing the burden on the District to prove that the problem stemmed from developer
392 activities and not from the District.

393 Mr. Krebs replied that the County was hands off on the situation, stating it was a
394 SFWMD issue.

395 Mr. Elgin commented the answer was the matter was undetermined, as Center Place
396 did not have zoning, as they were in the middle of a process that involved getting a permit
397 from the SFWMD. A request for additional information (RAI) came out from the SFWMD in
398 the present week from that applicant, and there was language in there that specifically
399 discussed the developer's testing, etc. What District staff was proposing was, for the
400 protection of Miromar Lakes, the CDD, the Master Association, etc., there was need to
401 establish their own baseline studies on their side to make sure these entities understood
402 what their system was doing. This would enable a better understanding of if and when that
403 system was impacted by outside influences.

404 Hopefully, when the above entities got through the process with the developer and all
405 their agencies, that they would be held to the same standards as the District was voluntarily
406 imposing on itself, if not more. This was being diligently pursued to make sure that their
407 assets and those of the CDD were protected.

408 Mr. Krebs stated the only thing that was outside of that that was not a part of Center
409 Place was the Alico Road widening and the runoff into the District's lake it would create. The
410 implementation of the monitoring system would help protect the District against the county.
411 Should the water quality decline and it was possible to verify it was not Center Place, the
412 issue would be isolated to the county and run off from Alico Road.

413 Dr. Herring asked if testing could be specific enough to say which of the two outside
414 entities was causing the problem.

415 Mr. Krebs stated it was more important to prove it was not the District.

416 Mr. Elgin mentioned attending a meeting earlier in the day regarding the Alico Road
417 widening project at which there was considerable discussion about water quality. Due to the
418 volume coming off Alico Road, it had to be remodeled and included in the Center Place
419 application as a requirement of the zoning process. He said, therefore, Center Place would

420 be responsible for the County road too, as it would be discharging through their system. If
421 Alico Road was not pretreated effectively on the county right of way, they would have
422 recourse to go back to the county, say it was not functioning properly and ask them to
423 address it.

424 Mr. Hendershot asked if the District had to build the turn lane, and Center Place build
425 another turn lane with the widening of Alico Road.

426 Mr. Elgin replied the plans Mr. Hendershot mentioned had to do with a county project
427 for design and construction of the widening of Alico Road, and it was a County project with
428 county funding, design and construction. It was not related to any of the developers.

429 Mr. Ward asked if there was further input from the Board or the audience.

430 Mr. Risso, resident, sought confirmation that the monitoring system was to be
431 implemented in October 2015.

432 Mr. Cusmano clarified the cost for the monitoring would be put in the FY 2016
433 budget, but a date for implementation was not set.

434 Mr. Risso asked if the CDD was responsible for the north and the south lakes.

435 Mr. Krebs answered no, stating the north lake was under different ownership.

436 Mr. Risso observed even though Miromar Lakes had property exposed on the north
437 lake, no testing was slated for that area.

438 Mr. Krebs affirmed this to be the case, stating the north lake was not the CDD's lake.
439 There was a very slim portion that was the CDD's property along some of the residential
440 uses that had been turned over to the District, but it did not extend out.

441 Mr. Elgin recalled that the Lake Masters contract talked about treatment within 100
442 feet of the shoreline regardless of ownership.

443 Mr. Cusmano stated this was correct and the reason Lake Masters treated the edge.

444 Mr. Krebs stated the point of testing at the bridge was to determine what was coming
445 in from the north lake.

446 Mr. Risso inquired how often during the two-year period would testing be done.

447 Mr. Krebs replied in the first two years the water would be tested four times a year,
448 once each quarter, and after that it would be once a year during the rainy season to ensure
449 the District was still following the baseline.

450 Mr. Cusmano mentioned at the December 16 meeting, information would be
451 presented about the carp, noting the District handled the carp program as outlined, and
452 there was considerable discussion on the matter. At present the District had no problems
453 with its carp program.

454 Mr. Elgin noted, in reading Mr. Krebs' proposed water quality monitoring program, it
455 pertained to water quality, the nutrient load, turbidity, and adjacent development concerns.
456 The discussions on the carp was a little different, and while they overlapped when speaking
457 about dissolved oxygen and BOD, they were essentially two separate conversations based
458 on the lakes, despite it being the same water, and a distinction should be made.

459 Mr. Krebs concurred, stating the monitoring for the water quality was to make sure
460 the District was in compliance with its permit requirements and the specifications as to what
461 they considered Class Three waters or recreational waters.

462 Mr. Risso stated that the concern from a lake user's perspective was that the fishing
463 sport side was collapsing, and he understood this was mostly attributable to the carp taking
464 out all the weed base and the clay basin. He asked if this was also Mr. Krebs'
465 understanding.

466 Mr. Krebs stated the carp was in the lake to help reduce the aquatic vegetation that
467 posed a problem for the sport boaters, and it had become a costly issue to have Lake
468 Masters spray, as they were unable to keep up and maintain it. The carp program was the
469 alternative solution.

470 Mr. Risso asked if anyone from the District had been out on the lake in the last year,
471 as the carp ate the bulrushes went up into the shallow water, almost out of the lake along
472 Alico Road trying to get at the vegetation. He thought they would eventually eat the berm at
473 Alico Road soon.

474 Mr. Refkin believed the carp had a natural life span of about five years, and they had
475 been in the lake for about two years so far.

476 Mr. Risso thought if the lake was left with the carp for another three or four years,
477 there would be no sport fishing left.

478 Mr. Cusmano noted from the emails he received and the information sent to him, he
479 saw groups on opposing sides of the debate on the carp program; one group said the carp
480 was fine, and the other said they were not. He had professionals that said the District

481 met its specifications of putting the carp in. Until he analyzed the information from the
482 December 16 meeting, he could not commit to whether the carp should be removed.

483 Mr. Refkin added it was a complex problem, as every time the water was treated the,
484 the District spent about \$60,000 dumping chemicals in the water, and it cost the residents
485 a fortune. The carp program seemed to be a good, though not perfect, solution. He
486 believed there was natural leeching in the filings, and when the carp ate the plants in the
487 lakes, the plants were not completely removed, and regrowth was generated by the sunlight.

488 Mr. Elgin preferred not get into the technical aspects of the situation, and the
489 upcoming December 16 meeting seemed to have expanded to include a number of people
490 from a variety of fields, such as water use experts that had done a lot of work on the
491 Miromar's lakes for him and testing for the developer. There were also a civil engineer, and
492 there was Mr. Cusmano with more recent knowledge of the situation, along with numerous
493 professors from FGCU. Bill Kurtz was invited, as he had maintained the District's lakes and
494 had been a part of the natural and chemical processes since the beginning, and his
495 experience with lake systems was extremely extensive.

496 Mr. Cusmano mentioned, to date, he received 80 pages of data via email and had
497 read every one of them, and the suggestions for the lakes depended on who sent them. The
498 residents' concerns differed from those of the boaters and the fishermen, and the latter two
499 had views on the carp that differed significantly, and he would include the analysis of that
500 feedback in his report on the December 16 meeting to the Board.

501 Mr. Risso asked if Mr. Cusmano would be the representative for the CDD's interest at
502 the December 16 meeting.

503 Mr. Cusmano remarked he preferred not to say expert, but he was the person who
504 would put the information together to meet with the experts at the meeting.

505 Mr. Risso recalled hearing at some point that the CDD engaged the services of an
506 expert to advise the Board.

507 Mr. Elgin answered no, noting Mr. Cusmano mentioned Bob White would be
508 attending the December meeting, and MDC engaged Mr. White over the past year to
509 providing expert testimony at a zoning hearing. Mr. White, Mr. Krebs, Marine Services and
510 he had been on the lakes a number of times, and they had people that did this for a living,

511 some of whom were experts, but Mr. White had not been engaged or paid by the CDD. The
512 developer was still paying Mr. White's to date.

513 Mr. Risso asked if part of their tests included seeing what their metal count looked
514 like, as around the docks there was hardly any fish left in the lake, and there was no spawn,
515 cover, etc., reiterating that sport fishing in the lakes would soon collapse completely.

516 Dr. Herring asked if there was an organized group of fishermen on the lake.

517 Mr. Risso expressed surprise that Mr. Cusmano expected a presentation at the
518 December meeting in this regard, as he did not have one, and he was not an expert. He
519 used the lake for both water sports and for fishing, so he knew about the condition of the
520 lake, and he had been on the lake for ten years, so he knew what it was before, what it was
521 like when it was weed choked, and he knew what it was like currently. He opined the
522 present condition of the lake was worse than it had ever been. There was no organized
523 group of fishermen, just people that were interested in the lake.

524 Dr. Herring stated the Board consisted of residents of the District, and it was not an
525 adversarial situation, as implementing the carp program had been a Board decision, the
526 goal being to ensure everyone enjoyed the lake. The Board was trying to come up with the
527 best solution that kept everyone happy, and had a vested interest in making sure the lake
528 was healthy. With all the chemicals that were used to control the weeds in the lake, he
529 would not eat any fish caught in the lake.

530 Mr. Risso said no one ate the fish they caught.

531 Dr. Herring thought Mr. Risso needed to convey to the other residents that this was
532 not an adversarial situation.

533 Mr. Risso believed the problem was inconsistent communication on whether the lake
534 was being tested, what programs were implemented for the lakes, etc.

535 Mr. Cusmano said this was part of the reason for the December 16 meeting, and the
536 list of attendees had grown from an internal dialog among residents to include expanded
537 communications among outside interested parties from as far back as June. Once it got to
538 the point where FWC became involved in November, the decision was made collectively to
539 meet and talk about all the concerns. No one had been hired specifically to make a
540 presentation at the meeting.

541 Mr. Elgin clarified that some of the residents reached out to the FGCU person, and
542 that circled back to MDC, and the FWC was a communication between Mr. Cusmano and
543 him, and Dennis, who did the initial inspection of the District's lakes and issued the permits;
544 he was a biologist. Part of the meeting would be about education and/or proposed testing,
545 etc., as the aim was to devise long-term management for the lake.

546 Mr. Risso wished to know who was responsible for doing that from the CDD's
547 perspective; that is, who directed an entity to collect the data, analyze it, and make
548 recommendations to the Board.

549 Mr. Cusmano reiterated he would be collecting and analyzing all the data, and
550 making a report to the Board that would include recommendations. He would keep Mr.
551 Risso informed of whatever was transpiring with the meeting, etc. and he could keep the
552 residents he was in contact with updated.

553 Dr. Herring thought the subject discussion brought out that there was a perception
554 that activities were going on with the board, not just the carp program, that the residents did
555 not know about. He stated, as long as he had been on the Board, other than Rick Eudaley
556 asking him a question every now and then, no one approached him with an issue, and the
557 Board had spoken on numerous occasions about having a web page or Facebook page or
558 some type of electronic presence. This was to ensure there was transparency with regard to
559 whatever the Board was doing, as Board meetings were not a private affair, and despite the
560 meeting minutes being public record, there were residents who had no idea of what went on
561 at Board meetings. He questioned how residents could access meeting minutes to see what
562 transpired at Board meetings, stating he appreciated Mr. Risso's attendance, as it alerted
563 him to that fact.

564 Mr. Refkin thought it would be good to know a number as to what the cost of the
565 chemicals would be to the CDD and the residents on a yearly basis compared to the one-
566 time cost of the carp program.

567 Mr. Cusmano stated he would get the numbers for the chemical treatments and the
568 cost of the carp program and email them to the Board members.

569 Mr. Donoho recalled the Board comparing those numbers when the decision was
570 being made whether to implement the carp program or continue treating with the chemicals.

571 Mr. Rizzo remarked the cost of a dead lake would be detrimental to the property
572 values of residents and the developers.

573 Mr. Urbancic responded as to the web page, stating the District was required, by law,
574 to have one.

575 Mr. Hendershot recalled one was being developed.

576 Mr. Ward stated the web site was about 75 percent finished, and he was writing the
577 last two sections of it. He anticipated finishing those in January, noting his goal was to have
578 the web page operational before the Board's May 2015 budget hearing. The CDD had to
579 begin posting at that point, so that was the ultimate goal.

580 Dr. Herring asked how residents could access such information prior to the web site.

581 Mr. Hendershot thought it could be sent out in an email blast or something of that
582 nature.

583 Mr. Ward commented, in his experience, he rarely heard from residents that had no
584 concerns, but if they had an issue, they called his office. This was the first time in the last
585 two years of being back with the District he heard such concerns, and never in the prior ten
586 years that he was with the District. He thought lake maintenance was a big issue, as there
587 were numerous players with varying interests, and it had gotten to a point where the
588 situation needed to be managed. It was fortunate that it was taking place early in the
589 present fiscal year, so it could be dealt with in the next fiscal year's budget if appropriate,
590 but it would not be an inexpensive solution, and we will get to it, and mature, and we will
591 come to a solution in the coming months.

592 Mr. Hendershot asked what if the problem was that there were too many carp to
593 create the right balance.

594 Mr. Cusmano stated the District would get a permit to remove and lower the number
595 of carp.

596 Mr. Krebs recalled the District was below the ceiling number of carp that were
597 allowed.

598 Mr. Hendershot observed that there was no concrete data as to what effect the carp
599 were having on the lake.

600 Mr. Refkin thought it was necessary to clarify to what lake everyone was referring to,
601 as he saw no one fishing in the lake the CDD owned, as they fished in the larger lake. If

602 there was an inability to catch fish in the large lake, if it was not near the shoreline, that was
603 not the CDD's lake, so the discussion was about chemicals versus carp in a lake the District
604 did not own, and billing the District's residents for the benefit of Center Place or whatever
605 entity utilized the large lake more. He felt, to a certain point, the District should maintain the
606 large lake, like around its shoreline, due to the proximity of some of its residential
607 developments to that lake.

608 If the District was being required to maintain areas of the large lake it did not own,
609 this was a problem, as it was the District and the residents covering that cost.

610 Mr. Elgin said it was important to realize the lake system was evolving, and it was
611 about education as to why the system was evolving. He disliked statements about having a
612 dead lake, etc., as that was an extreme statement to make, as the large lake was not in the
613 same situation as that of Lake Trafford. If people were educated rather than voicing
614 uninformed opinions at happy hour, there would be a better understanding. It was
615 incumbent on those meeting in December to put all these concerns on the table, including
616 the rumors, and to figure out what empirical data it would take to devise a lake
617 management plan for the Board to consider.

618 Mr. Hendershot asked why should there be a reluctance to test the big lake to the
619 north that the District did not own if there was an issue with Center Place or Alico Road. As
620 it would be otherwise difficult for the District to prove it was not the cause of any problems in
621 that lake, since the District once chemically treated that lake and then later put carp there.

622 Mr. Krebs stated that number could be gotten from tests at the bridge, and the three
623 test areas he mentioned earlier for the monitoring program would yield a good distribution of
624 test results. If a large pollutant load was seen on the north boundary that was not seen at
625 the marina or outfalls due to the District treating its own lakes, this was something to take
626 note of.

627 Mr. Hendershot wondered if it were possible for something bad to be happening with
628 the big lake that would not impact the smaller lake.

629 Mr. Krebs affirmed there could be concentrations of something that became diluted
630 before the water entered the District's lakes.

631 Mr. Hendershot asked if it was not possible to establish a baseline now.

632 Mr. Krebs replied that to establish an earlier baseline in the District’s lake would give
633 the same baseline later, as the water should be the same, and there was no marina in the
634 large lake presently.

635 Dr. Herring asked if a GPS location could be placed on an exhibit, so the Board could
636 see the exact location of the testing sites.

637 Mr. Krebs commented the test sites would be the same every time.

638 Mr. Ward asked if Mr. Krebs could do a map to illustrate which entities owned what
639 lakes.

640 Mr. Krebs answered yes.

641 **c. Asset Manager**

642 Mr. Cusmano mentioned on December 15, 16 and 17, they would be going in and
643 checking all the storm drains, the outfalls, etc. to determine what needed to be cleaned out.
644 Some manhole covers were opened and checked and found to be cleaned, and the only
645 issue he observed was that some of the outfalls around the lake might need to be cleaned
646 from the water coming in and pushing the dirt back. He would give a report at the next
647 Board meeting.

648 **d. District Manager**

649 **I. Financial statements for the period ending October 30, 2014**

650 Mr. Ward wished everyone happy holidays.

651

FIFTH ORDER OF BUSINESS

**Supervisor’s Requests/Audience
Comments**

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Mr. Donoho asked about the meeting on December 16.

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Mr. Cusmano said the Board members were not required to attend that meeting.

657

658

Mr. Hendershot questioned why FGCU was involved in that meeting, though he understood they were a signatory to the lake use agreement.

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Mr. Elgin explained it was the residents who reached out to FGCU staff, and the University had some of their biology or environmental department working on Lake Trafford. Potentially, the situation could become an academic exercise; that is, students could be engaged to do replanting that would be free labor for the District, as they would be doing it as part of their course work.

664 Mr. Hendershot thought the University needed permission to do anything to the lake.

665 Mr. Elgin believed their being a party in the lake use agreement gave the University
666 with certain rights to the lake, and they were already doing some tests on the lake, though
667 he was unsure what tests, as he had received no data from them.

668 Dr. Herring wondered why the Board members would not want to sit in on the
669 December 16 meeting.

670 Mr. Elgin remarked that, as sitting Board members, they should not be at the meeting
671 for that discussion.

672 Mr. Ward concurred, as it brought forth the issue of how public the meeting was, and
673 the recording and transcription of the minutes that went along with that. It was better for
674 the Board to allow District staff to attend and report back to the Board.

675
676 **SIXTH ORDER OF BUSINESS**

Adjournment

677
678
679 **On MOTION by Mr. Refkin, seconded by Mr. Hendershot, with all**
680 **in favor of adjourning at 3:20 p.m.**

681
682
683
684 _____
685 James P. Ward, Secretary

Mike Hendershot, Chairman

RESOLUTION NO. 2015-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2003A PROJECT IS COMPLETE; DECLARING THE SERIES 2003A PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2003A CAPITAL IMPROVEMENT REVENUE BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; DECLARING THAT CERTAIN TRUE-UP OBLIGATIONS REMAIN THE SAME; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Miromar Lakes Community Development District ("District") was established by Ordinance No. 00-17 of the Lee County Board of County Commissioners on September 19, 2000, as amended by Ordinance No. 10-22 adopted by the Lee County Board of County Commissioners on April 17, 2010, for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in Chapter 190, Florida Statutes; and

WHEREAS, on September 19, 2000, the Board of Supervisors ("Board") of the District adopted Resolution 2000-12 authorizing, among other things, the issuance of not to exceed \$100,000,000 aggregate principal amount of its capital improvement revenue bonds in order to finance the costs of the construction, installation, and acquisition of public infrastructure, improvements, and services on lands within the District; and

WHEREAS, on October 26, 2000, in accordance with Chapters 170, 190 and 197, Florida Statutes, the Board adopted Resolution 2001-1 ("Resolution 2001-1") for purposes which included AUTHORIZING DISTRICT PROJECTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; and

WHEREAS, pursuant to Resolution 2001-1, the District:

(1) Adopted the Improvement Plan for the Miromar Lakes Community Development District dated October 23, 2000 ("Improvement Plan"), which Improvement Plan describes the components of the District's overall capital improvement program, as has been amended and subsequently amended and restated, a portion of which comprises the Series 2003A Project (defined below); and

(2) Adopted a Master Assessment Methodology Report dated September 19, 2000, as has been updated and amended (the "Master Assessment Methodology Report"), which sets forth the method for allocating assessments for the costs of the overall project described in the Improvement Plan against the properties specially benefitted thereby; and

(3) Authorized the project described in the District's Improvement Plan, equalized, approved, confirmed, and levied special assessments to defray the costs thereof, and provided that the levied special assessments shall be a lien on the property so assessed co-equal with the lien of all state,

RESOLUTION NO. 2015-3

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county, district, municipal or other governmental taxes, all in accordance with Section 170.08, Florida Statutes; and

WHEREAS, subsequently, the District duly authorized and issued its Miromar Lakes Community Development District \$27,560,000.00 Capital Improvement Revenue Bonds, Series 2003A (the "Series 2003A Bonds") under and pursuant to the Master Indenture dated as of December 1, 2000 between the District and U.S. Bank, as successor in trust to SunTrust Bank, as supplemented by the Second Supplemental Trust Indenture dated as of December 1, 2003 (collectively the "Trust Indenture"), to pay a portion of the costs of the construction, installation, and acquisition of the Series 2003A Project (defined below); and

WHEREAS, the District approved the Engineering Report prepared by Banks Engineering, Inc. for the District dated October 23, 2000, as supplemented by that certain Supplemental Engineer's Report for the Miromar Lakes Community Development District Phase One prepared by Banks Engineering, Inc. and dated November 2000, and as further supplemented by that certain Supplemental Engineer's Report for Miromar Lakes C.D.D. (Community Development District) Phase Two issued prepared by Hole Montes, Inc. and dated December 2003 (collectively, the "Engineer's Report"), which identifies and describes the components of the District's Improvement Plan financed with the Series 2003A Bonds ("Series 2003A Project"). A copy of the Engineer's Report is on file with the District Manager and was included in the Limited Offering Memorandum issued in connection with the Series 2003A Bonds; and

WHEREAS, the Engineer's Report estimated capital costs for the Series 2003A Project totaling \$22,840,000 including professional services and contingencies; and

WHEREAS, the District adopted that certain Supplemental Assessment Report for the Series 2003 Bonds prepared by Fishkind & Associates, Inc. and dated December 18, 2003 ("2003 Supplemental Assessment Methodology"), which provided a means to allocate the costs of the Series 2003A Project pursuant to the actual terms of the District's Series 2003A Bonds against the properties specially benefited thereby in accordance with the adopted Master Assessment Methodology Report. (A copy of the Master Methodology Report and the 2003 Supplemental Assessment Methodology are on file with the District Manager and were included in the Limited Offering Memorandum issued in connection with the Series 2003A Bonds); and

WHEREAS, the 2003 Supplemental Assessment Methodology projected the estimated total costs of the Series 2003A Project to be funded by the sale of bonds and secured by assessments as set forth in the Engineer's Report inclusive of such items as capital costs, financing costs, capitalized interest, reserve funds and underwriter's discount; and

RESOLUTION NO. 2015-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2003A PROJECT IS COMPLETE; DECLARING THE SERIES 2003A PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2003A CAPITAL IMPROVEMENT REVENUE BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; DECLARING THAT CERTAIN TRUE-UP OBLIGATIONS REMAIN THE SAME; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, on January 13, 2011, the Board adopted Resolution 2011-04 ("Resolution 2011-04") which, in part, modified and supplemented Resolution 2001-1. (Resolution 2001-1 together with Resolution 2011-04 are sometimes collectively referred to herein as the "Assessment Resolution".) Resolution 2011-04 adopted that certain Revised Supplemental Assessment Methodology Report for the Miromar Lakes Community Development District Capital Improvement Revenue Bonds, Series 2003A dated January 13, 2011 and prepared by AJC Associates, Inc. ("Revised Supplemental Assessment Methodology") to amend and supplement (to the extent described therein) the 2003 Supplemental Assessment Methodology. (The Master Assessment Methodology Report together with the 2003 Supplemental Assessment Methodology, as supplemented and amended by the Revised Supplemental Assessment Methodology are sometimes collectively referred to herein as the "Assessment Methodology"). Further, Resolution 2011-04 modified, re-equalized, confirmed, approved and levied the special assessments relating to the Series 2003A Bonds pursuant to the Revised Supplemental Assessment Methodology; and

WHEREAS, pursuant to Chapter 170, Florida Statutes, and the Trust Indenture, the District Engineer has executed and delivered a letter dated December _____, 2014 ("Engineer's Certification"), attached hereto and made a part hereof as Exhibit A, wherein the District Engineer has confirmed and verified the Series 2003A Project is complete; and

WHEREAS, upon receipt of and in reliance upon the Engineer's Certification evidencing the completion date of the Series 2003A Project as described above, the District's Board of Supervisors desires to certify the Series 2003A Project complete in accordance with the Trust Indenture and Chapter 170, Florida Statutes; and

WHEREAS, the actual costs incurred by the District to complete the Series 2003A Project resulted in a zero balance in the Series 2003A Acquisition and Construction Account; and

WHEREAS, Chapter 170, Florida Statutes requires that upon completion of the Series 2003A Project, the District is to credit each of the assessments the difference, if any, between the amount assessed and the actual cost of the improvements.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and, by this reference, are incorporated into and form a material part of this Resolution.

RESOLUTION NO. 2015-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2003A PROJECT IS COMPLETE; DECLARING THE SERIES 2003A PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2003A CAPITAL IMPROVEMENT REVENUE BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; DECLARING THAT CERTAIN TRUE-UP OBLIGATIONS REMAIN THE SAME; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 190, Florida Statutes, and in accordance with the provisions of the Assessment Resolution.

SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2003A Project. The Board of Supervisors hereby accepts the Engineer's Certification, attached hereto as Exhibit A, certifying the Series 2003A Project complete and upon reliance thereon, certifies the Series 2003A Project complete in accordance with the Assessment Resolution, the Trust Indenture, and Chapter 170, Florida Statutes.

SECTION 4. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2003A Bonds. Pursuant to Section 170.08, Florida Statutes and the Assessment Resolution, special assessments securing the Series 2003A Bonds on benefitted land within the District are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual cost of the Series 2003A Project. Based on the zero balance of the construction account at the time of receipt of the Engineer's Certification, there is no difference between the assessment as originally made, approved and confirmed and any proportionate part of the actual cost of the Series 2003A Project to credit towards the special assessments that are securing, or had secured, the Series 2003A Bonds. Therefore, pursuant to Section 170.08, Florida Statutes, and the Assessment Resolution, the special assessments on parcels specially benefitted by the Series 2003A Project are hereby finalized in the amount of the outstanding debt due on the Series 2003A Bonds and are apportioned in accordance with the Assessment Methodology upon the specially benefitted lands indicated in the District's Assessment Lien Roll attached hereto, and incorporated herein, as Exhibit B. The District's Assessment Lien Roll reflects the finalized assessments still due on the parcels benefitted by the Series 2003A Bonds.

SECTION 5. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, school district, municipal or other governmental taxes and superior ill dignity to all other liens, titles, and claims.

SECTION 6. APPLICATION OF TRUE-UP PAYMENTS. Pursuant to the Assessment Methodology and the Assessment Resolution, among other documents, there may be required from time to time certain True-Up payments. Nothing herein shall be deemed to amend or alter the requirement to make True-Up payments as and when due, if any.

RESOLUTION NO. 2015-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2003A PROJECT IS COMPLETE; DECLARING THE SERIES 2003A PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2003A CAPITAL IMPROVEMENT REVENUE BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; DECLARING THAT CERTAIN TRUE-UP OBLIGATIONS REMAIN THE SAME; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

SECTION 7. CONFLICTS. This Resolution is intended to supplement Resolution 2001-1 and Resolution 2011-4, which remain in full force and effect (except as previously modified or amended) and except to the extent modified herein. This Resolution, Resolution 2001-1, and Resolution 2011-4 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 8th day of January, 2015.

Attest:

**MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Michael Hendershot, Chairman

Exhibit A: Letter of the Consulting Engineer dated December _____, 2014

Exhibit B: Assessment Lien Roll



**Miromar Lakes Community Development District
Engineers Certificate of Completion
Series 2003 Bonds**

The undersigned, acting on behalf of Hole Montes, Inc., as Consulting Engineers to the Miromar Lakes Development District (the "Issuer"), in connection with Issuer's Miromar Lakes Development District (Lee County, Florida) Special Assessment Bond Series 2003 (the Bonds"), hereby certifies, in the opinion of the Consulting Engineers, as follows:

1. The 2003 Project, as describe in the 2003 Supplement Trust Indenture by and between the Miromar Lakes Community Development District and U.S. Bank, , dated December 23, 2003, and fund were sufficient to complete the Project in accordance with the plans and specifications therefore, and that there currently exists \$ 0.00 in excess construction funds which may be transferred in accordance with the Trust Indenture to the appropriate trust account for the repayment of principal and interest due on the Series 2003 Bonds.
2. The project has been completed in accordance with the specifications therefore and all labor, services, materials and supplies used in the project have been paid for and acknowledgements of such payments have been obtained from all contractors and suppliers.
3. This certificate is given without prejudice to any rights against third parties which exist at the date of certification, or which may subsequently come into being.

IN WITNESS WHEREOF, I HAVE SIGNED the Certificate on behalf of the Consulting Engineer, this 1st day of April 2010

Hole Montes, Inc.

BY: 

Charles L. Krebs, P.E.
District Engineer
P.E. License No. 56835
Engineering Business No. 1772

Prepared by:
Mark W. Geschwendt, Esq.
Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 33928

Return recorded document to:
U.S. Army Corps of Engineers
West Permits Branch, Jacksonville District
701 San Marco Boulevard, Room 372
Jacksonville, Florida 32207

PID #'s: 23-46-25-00-00001.1050
23-46-25-00-00001.0060
14-46-25-01-000C1.0000
13-46-25-00-00001.0050

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (“Conservation Easement”) is given this ____ day of _____, 20____, by **Miromar Lakes Community Development District**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“Grantor”), having a mailing address of c/o JPWard & Associates, LLC, 2041 NE 6 Terrace, Wilton Manors, Florida 33305 to **South Florida Water Management District**, having a mailing address of 3301 Gun Club Road, MSC 4210, West Palm Beach, Florida 33401 (“Grantee”). The term "Grantor" shall include any and all successors, or assigns of the Grantor, and all subsequent owners of the Property and the term "Grantee" shall include any successor or assignee of Grantee.

RECITALS

A. Grantor is the sole owner in fee simple of certain lands situated in Lee County, Florida, more specifically described in Exhibit A, attached and incorporated by reference ("Property").

B. Grantee is a public body of the state of Florida and is qualified to be the Grantee of a conservation easement pursuant to applicable state law.

C. Grantor desires to construct residences within the Miromar Lakes Community (“Project”) at a site in Lee County.

D. The U.S. Army Corps of Engineers (“Corps”), Permit No. 199507483 (IP-MN) (“Corps Permit”), authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit A as mitigation for such activities.

E. The Corps is not authorized to hold conservation easements, and Grantee has agreed to hold the easement on behalf of the Corps; and

F. The Grantor grants this Conservation Easement as a condition of the Permit to offset and prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions. Specifically, this Conservation Easement is intended to protect the mitigation area and ensure its management toward and long term maintenance of the target natural conditions set forth in the Permit.

NOW THEREFORE, in consideration for the above recitals and the mutual covenants, terms, conditions, and restrictions contained in this Conservation Easement, together with other good and valuable consideration, the adequacy and receipt of which is acknowledged, Grantor voluntarily grants and conveys a perpetual Conservation Easement, as defined in Section 704.06, Florida Statutes, for and in favor of Grantee upon the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Purpose:** The purpose of this Conservation Easement is to retain and maintain land or water areas on the Property in their natural vegetative and hydrologic condition existing at the time of execution is this Conservation Easement. The Corps Permit is incorporated in this Conservation Easement by reference.

2. **Rights of Grantee:** To carry out this purpose, the following rights are conveyed to the Grantee by this Conservation Easement:

(a) The right to take action to preserve and protect the environmental value of the Property;

(b) The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use after the date of this Conservation Easement;

(c) The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

(d) The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth below, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. **Prohibited Uses:** Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the foregoing, the following activities, structures and uses are expressly prohibited, except as authorized by the Corp Permit for restoration, creation, enhancement, maintenance, management and monitoring activities authorized by the Corp Permit:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

(b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

(c) Removal or destruction of trees, shrubs, or other vegetation, except as may be permitted by the Permits for the removal of nuisance, exotic, or non-native vegetation in accordance with a maintenance plan approved by Grantee or limited removal as necessary for appropriate response to an emergency;

(d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface of the Property;

(e) Surface use except for purposes that permit the land or water area to remain in its natural condition;

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

(g) Acts or uses detrimental to such aforementioned retention of land or water areas;

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;

(i) Planting of nuisance, exotic, or non-native plants as listed by the Exotic Pest Plant Council (EPPC), or its successor;

(j) Exploration for or excavation of oil or gas or other minerals;

(k) Recreational uses, including but not limited to the use of all-terrain vehicles except as used for land management activities.

4. **Reserved Rights:** Grantor reserves all rights as owner of the Property, including the right to hunt wild game and fish on the Property and the right to engage in uses of the Property, other than those specifically prohibited under this Conservation Easement and uses which are not inconsistent with any Grantee or Corps rule, criteria, permit, or the intent and purposes of this Conservation Easement.

5. **Public Access:** No right or access by the general public to any portion of the Property is conveyed by this Conservation Easement. Grantor covenants not to convey any right or allow access to the general public to any portion of the Property, except as provided in the Corps Permit.

6. **Responsibilities of Parties:** Grantor, on behalf of its successors and assigns, will bear all costs and liabilities related to the operation, upkeep or maintenance of the Property.

7. **Liability:** Grantor, its successors and assigns, shall indemnify and hold Grantee and Corps harmless against any and all liability for any loss, damage, expense, judgment or claim (including reasonable attorneys' fees and costs) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Property or the use or activities by the Grantor's agents, guests, lessees, or invitees.

8. **Taxes:** Grantor, its successors and assigns, shall pay before delinquency any and all taxes, keep the payment of taxes and assessments on the Property current and shall provide Grantee with satisfactory evidence of such payment upon request, and shall not allow any lien on the Property superior to this Conservation Easement.

9. **Hazardous Waste:** Grantor, to the best of its current actual knowledge represents that no hazardous substances or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. Grantor, its successors or assigns, further indemnify the Grantee and the Corps against any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the Property. In the event such material is discovered, Grantor, or its successors and assigns, shall be responsible for the removal of the materials following coordination and written approval of the Grantee.

10. **Enforcement Discretion:** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee and/or the Corps and any forbearance on behalf of Grantee or the Corps to exercise their respective rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of such rights.

11. **Rights of the Corps:** The Corps, as a third party beneficiary, shall have the right to enforce the terms and conditions of the site protection instrument, including:

(a) The right to take action to preserve and protect the environmental value of the Property;

(b) The right to prevent any activity on the Property that is inconsistent with the purpose of this instrument, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity;

(c) The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this instrument;

(d) The right to enforce this instrument by injunction or proceed at law or in equity to enforce the provisions of this instrument and the covenants set forth in this Conservation Easement, to prevent the occurrence of any of the prohibited activities and the right to require Grantor, or its successors and assigns, to restore such areas or features of the Property that may be damaged by unauthorized activities; and

(e) The Grantor, including its successors and assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this instrument. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend such a conservation easement.

12. **Venue and Enforcement Costs:** Venue to enforce the terms of this Conservation Easement shall be in Lee County, Florida. In the event the Corps takes enforcement action, such action shall be brought in a state or federal court of competent jurisdiction. If Grantee and/or the Corps prevail in an enforcement action, they shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the Corps Permit.

13. **Assignment of Rights:** Grantee shall hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state laws.

14. **Recording in Land Records:** Grantor shall record this Conservation Easement and any amendments in a timely manner in the official records of Lee County, Florida, Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement and any amendments in the public records.

15. **Successors:** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the Grantor and Grantee and their respective successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

16. **Notices:** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

17. **Subsequent Deeds:** Grantor shall insert the terms and restrictions of this Conservation Easement into any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Grantor shall provide a photocopy of the recorded deed or other legal instrument to the Grantee and Corps, together with the requisite notice of permit transfer. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

18. **Severability:** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

19. **Alteration or Revocation:** Subject to the rights of the Corps as stated in Paragraph 11 above, this Conservation Easement may be amended, altered, released or revoked only by written agreement between the Grantor and Grantee or their successors in interest or assigns, which shall be filed in the public records of Lee County, Florida.

20. **Controlling Law:** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Florida and any applicable Federal laws, where appropriate.

The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, its successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

Grantor represents that it is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and that all mortgages, if any, have been joined or subordinated; that Grantor has good right and lawful authority to convey this Conservation Easement, and that it

fully warrants and defends the title to the Conservation Easement conveyed against the lawful claims of all persons or entities.

This Conservation Easement executed by the Grantor and Grantee as of the dates set forth below and effective as of the date set forth above.

WITNESSES:

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district

Signature of Witness

Print Name

By: _____
Michael Hendershot, Chairman

Signature of Witness

Print Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Michael Hendershot**, Chairman of Miromar Lakes Community Development District, who is personally known to me, for the purposes described.

Notary Public, State of Florida
My Commission Expires:

EXHIBIT “A”

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF
A PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA
(MITIGATION AREA #1)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF SAID SECTION 23; THENCE N.89°44'39"W. ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1913.26 FEET TO THE POINT OF BEGINNING; THENCE N.12°28'18"E. FOR 201.20 FEET; THENCE N.09°29'27"W. FOR 225.43 FEET; THENCE N.25°48'00"W. FOR 164.79 FEET; THENCE N.18°55'30"W. FOR 201.73 FEET; THENCE N.49°30'36"W. FOR 22.97 FEET; THENCE N.62°50'46"E. FOR 79.67 FEET; THENCE N.36°36'06"E. FOR 89.95 FEET TO AN INTERSECTION WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 236.37 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.06°25'39"W.; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°07'41" FOR A DISTANCE OF 297.56 FEET; THENCE N.67°53'35"E. FOR 39.60 FEET; THENCE N.52°44'00"E. FOR 341.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°59'25" FOR A DISTANCE OF 34.03 FEET TO A POINT OF TANGENCY; THENCE N.13°44'35"E. FOR 118.05 FEET; THENCE N.22°51'31"E. FOR 117.46 FEET; THENCE N.50°32'52"E. FOR 181.72 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY (150' FEET WIDE) AND A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.38°50'33"E.; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°11'49" FOR A DISTANCE OF 97.06 FEET; THENCE N.55°21'16"W. FOR 432.07 FEET; THENCE S.44°23'50"W. FOR 422.94 FEET; THENCE S.59°14'58"W. FOR 228.91 FEET; THENCE S.81°08'07"W. FOR 83.05 FEET; THENCE N.77°32'48"W. FOR 161.08 FEET; THENCE N.60°27'20"W. FOR 72.83 FEET; THENCE S.62°57'12"W. FOR 87.08 FEET; THENCE S.47°23'54"W. FOR 290.46 FEET; THENCE S.32°08'01"W. FOR 334.14 FEET; THENCE S.30°59'37"E. FOR 40.37 FEET; THENCE S.12°24'13"E. FOR 71.61 FEET; THENCE S.67°12'48"W. FOR 39.26 FEET; THENCE S.10°57'19"E. FOR 77.48 FEET; THENCE S.65°49'14"W. FOR 170.28 FEET; THENCE S.75°28'27"W. FOR 130.81 FEET; THENCE S.86°30'02"W. FOR 43.01 FEET; THENCE S.63°57'45"W. FOR 95.93 FEET; THENCE S.83°47'20"W. FOR 63.23 FEET; THENCE N.77°49'23"W. FOR 17.68 FEET; THENCE S.32°33'23"W. FOR 75.19 FEET; THENCE S.70°53'15"W. FOR 268.48 FEET; THENCE S.66°31'13"W. FOR 118.88 FEET; THENCE S.18°17'51"E. FOR 503.66 FEET; THENCE S.89°44'39"E. FOR 1660.08 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 52.62 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 23 AS BEARING N.89°44'39"W.

DESCRIPTION PREPARED OCTOBER 29th, 1999.

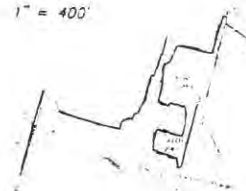
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SKETCH OF DESCRIPTION

OF
A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA
(MITIGATION AREA #1)



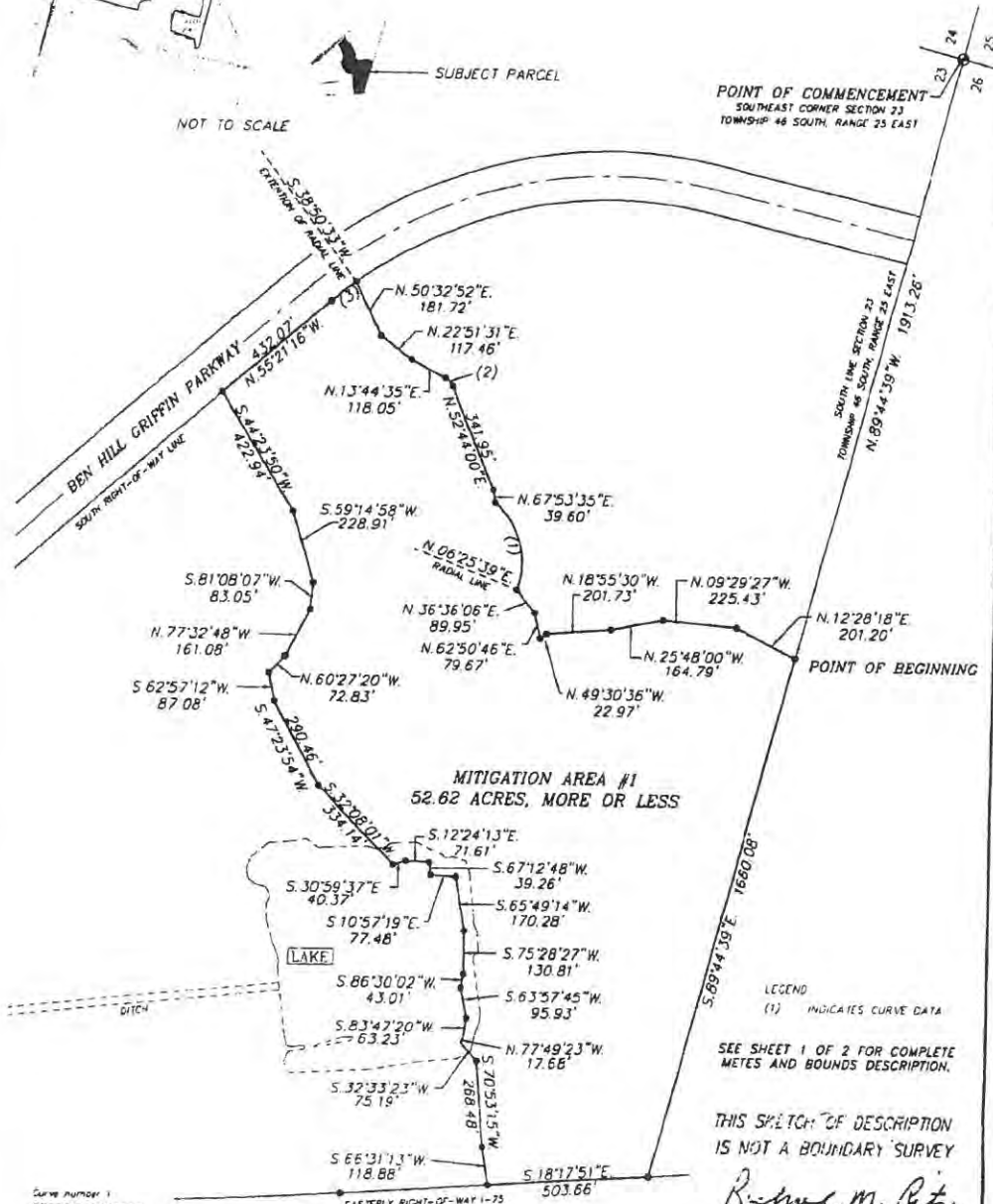
1" = 400'



SUBJECT PARCEL

POINT OF COMMENCEMENT
SOUTHEAST CORNER SECTION 23
TOWNSHIP 46 SOUTH, RANGE 25 EAST

NOT TO SCALE



MITIGATION AREA #1
52.62 ACRES, MORE OR LESS

LEGEND
(1) INDICATES CURVE DATA

SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Richard M. Ritz
RICHARD M. RITZ, S.L.S.
FLORIDA CERTIFICATION NO. 4009

THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RUBBER SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
10501 SIX MILE CYPRESS PARKWAY - SUITE 104 FORT WERTS, FLORIDA 33812
PHONE (813) 338-5480 FAX (813) 338-2523
2150 COOBBLE-FRANK ROAD - SUITE 101 NAPLES, FLORIDA 34107
PH. (813) 403-8866 Fx. (813) 403-8868

Curve number 1 Radius= 238.37 Delta= 72°27'41" Arc= 297.38 Tangent= 172.14 Chord= 278.30 Chord Brg. S 80°21'49"W	Curve number 3 Radius= 1325.00 Delta= 04°11'19" Arc= 87.06 Tangent= 88.25 Chord= 87.04 Chord Brg. N 53°15'21"W
Curve number 2 Radius= 50.00 Delta= 36°58'25" Arc= 34.03 Tangent= 17.70 Chord= 33.17 Chord Brg. S 33°14'17"W	

SHEET 2 OF 2
PREPARED 10-29-99

DCC S:\JOBS\1142\1158\204\REV\1155_DESC.MIT1.LEG

WilsonMiller

New Directions In Planning, Design & Engineering

DESCRIPTION OF A 43 ACRE PARCEL BEING A PORTION OF Sections 23 & 24, Township 46 South, Range 25 East, Lee County, Florida

A portion of Sections 23 and 24, Township 46 South, Range 25 East, Lee County, Florida being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 11;
thence along the north line of said Section and the centerline of Alico Road, S.89°42'24"E. 1919.62 feet;
thence along the centerline of Tree Line Avenue S.01°01'21"W. 1018.81 feet to a point of curvature;
thence continue along said centerline of Treeline Avenue, southwesterly 3349.48 feet along said centerline and the arc of a circular curve concave to the northwest, having a radius of 10000.00 feet, through a central angle of 19°11'28" and being subtended by a chord which bears S.10°37'05"W. 3333.84 feet to the point of tangency;
thence S.20°12'49"W. 473.55 feet to a point of curvature;
thence southwesterly 1242.87 feet along said center line and the arc of a circular curve concave to the southeast, having a radius of 3000.00 feet, through a central angle of 23°44'13" and being subtended by a chord which bears S.08°20'42"W. 1234.00 feet to a point of tangency;
thence along said center line, S.03°31'24"E. 3887.79 feet to a point of curvature;
thence southeasterly 690.46 feet along said center line and the arc of a circular curve concave to the northeast, having a radius of 1925.00 feet, through a central angle of 20°33'03" and being subtended by a chord which bears S.13°47'56"E. 686.76 feet to a point of tangency;
thence S.24°04'07"E. 1593.09 feet to a point of curvature;
thence southerly and southeasterly, 1141.84 feet along said center line and the arc of a circular curve concave to the northeast, having a radius of 2800.00 feet, through a central angle of 23°21'55" and being subtended by a chord which bears S.35°45'25"E. 1133.95 feet to a point on said curve;
thence leaving said center line, N.42°33'38"E. 105.59 feet
thence S.59°16'15"E. 92.63 feet;
thence N.38°37'17"E. 462.00 feet to the POINT OF BEGINNING of the herein described parcel.
thence N.20°50'23"W. 170.61 feet;
thence N.3°26'59"W. 196.02 feet;
thence N.49°19'44"E. 344.71 feet;
thence S.54°09'13"E. 1057.59 feet;
thence S.05°08'14"W. 497.67 feet;
thence S.87°48'55"E. 1464.61 feet;
thence S.27°22'23"W. 649.51 feet;
thence S.83°15'50"W. 340.40 feet
thence S.48°52'47"W. 591.95 feet to the northeasterly right of way line of Tree Line Avenue and a point on a curve;
thence northwesterly 114.20 feet along the arc of a curve and said northeasterly right of way line having a radius of 1475.00 feet, through a central angle of 04°26'09", and being subtended by a chord which bears N.53°08'11"W. 114.17 feet to the point of tangency;
thence along said northeasterly right of way line N.55°21'16"W. 423.96 feet;

Naples Fort Myers Sarasota Tampa Tallahassee Panama City Beach

4571 Colonial Boulevard, Suite 100 Fort Myers, Florida 33912 239-939-1020 239-939-7479

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11 20 11 09 17
F0253-009-005-SSI IN-2728

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New Directions in Planning, Design & Engineering

thence leaving said line N.38°37'17"E. 180.43 feet;
thence N.40°45'20"W. 1287.06 feet;
thence N.51°22'43"W. 275.00 feet to the Point of Beginning for the herein described parcel.

Parcel contains 43 acres, more or less.

Bearings are based on the north line of Section 11, Township 46 South, Range 25 East, Lee County, Florida and also being the centerline of Alico Road being S.89°42'24"E.

Prepare by:

WILSON, MILLER, BARTON & PEEK, INC.



Alan W. Sadowski, Professional Surveyor & Mapper
Florida Registration No. 4800

8-4-2003

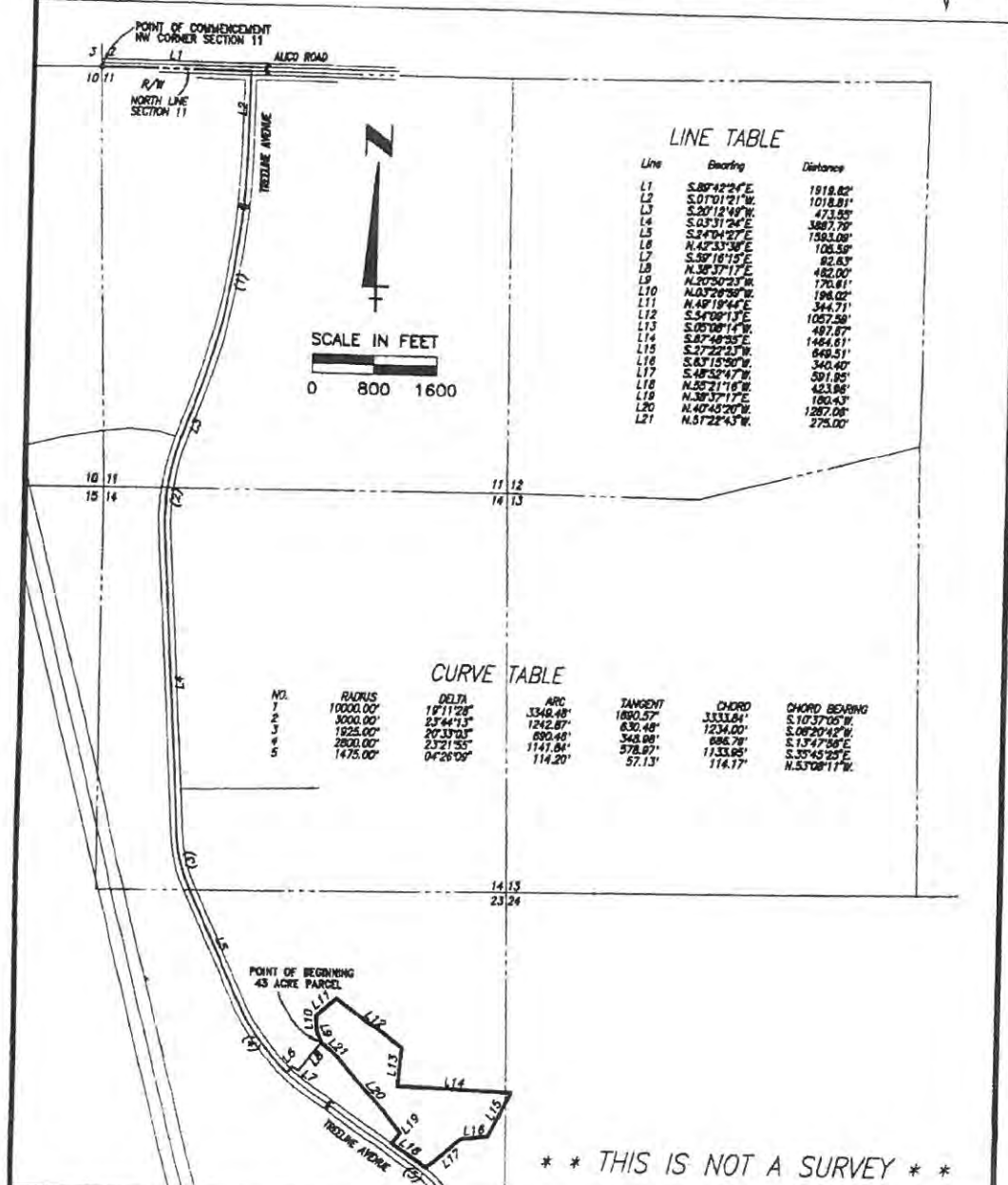
Date

Not valid unless embossed with the Professional's seal.

W.O.: F0253-009-005 LSSLD
RIF.: A-0253-145
DATE: April 1, 1999
REVISED: April 22, 1999

WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS • LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
 4571 Colonial Boulevard Fort Myers, Florida 33912 (941) 939-1020 Fax (941) 939-7479



LINE TABLE

Line	Bearing	Distance
L1	S.89°42'24"E	1918.82'
L2	S.07°01'21"W	1018.81'
L3	S.20°12'49"W	473.59'
L4	S.03°31'24"E	3887.79'
L5	S.24°04'27"E	1583.08'
L6	N.42°33'38"E	108.36'
L7	S.59°18'15"E	82.63'
L8	N.38°37'17"E	482.00'
L9	N.20°50'23"W	176.81'
L10	N.03°29'59"W	196.02'
L11	N.49°19'44"E	344.71'
L12	S.54°08'13"E	1057.58'
L13	S.00°08'14"W	497.87'
L14	S.87°48'35"E	1464.61'
L15	S.27°22'23"W	849.51'
L16	S.83°15'50"W	340.40'
L17	S.48°52'47"W	501.85'
L18	N.25°21'18"W	423.96'
L19	N.38°37'17"E	180.43'
L20	N.40°45'20"W	1287.08'
L21	N.51°22'43"W	275.00'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	10000.00'	187°11'28"	3348.48'	1880.57'	3333.84'	S.107°37'05"W
2	3000.00'	23°44'13"	1242.87'	830.48'	1234.00'	S.08°20'42"W
3	1925.00'	20°33'03"	890.40'	548.88'	886.78'	S.13°47'58"E
4	2800.00'	23°21'55"	1147.84'	578.87'	1133.98'	S.37°45'25"E
5	1475.00'	04°26'08"	114.20'	57.13'	114.17'	N.53°08'11"W

* * THIS IS NOT A SURVEY * *

△ REV. NO.	REVISION	DATE	DRAWN BY	EMP. NO.	CHECKED BY	EMP. NO.
DATE: 3-30-99	CLIENT: ALICO INC. 4380 GULF SHORE BLVD. N., SUITE 808, NAPLES, FLORIDA	TITLE: SKETCH OF DESCRIPTION 43 ACRE PARCEL PART OF SECTIONS 23 & 24, TOWNSHIP 46 S., RANGE 25 E., LEE COUNTY, FLORIDA				
HORIZONTAL SCALE: 1" = 1600'						
VERTICAL SCALE: N/A		WORK ORDER NO.:	PROJECT NO.:	SHEET NUMBER:	FILE NO.:	
SEC. TWP. RGE. 23, 24 48 25		F0253	1 of 1	A-0253-145		
FIELD BOOK PAGE: Apr 01, 1999 - 08:24:43	CROSS REFERENCE FILE NO. D:\AGLIA\RDG\X\SUR\F0253\0253#501.dwg 7495.v1					

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF
A PARCEL OF LAND
LYING IN
SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA
(MITIGATION AREA #3)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE N.89°44'39"W. ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 3573.34 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE N.18°17'51"W. ALONG SAID RIGHT-OF-WAY FOR 955.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 17026.80 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 04°04'42" FOR 1211.97 FEET; THENCE N.14°13'09"W. ALONG SAID RIGHT-OF-WAY FOR 4589.34 FEET; THENCE N.88°27'56"E. FOR 1025.77 FEET TO THE POINT OF BEGINNING; THENCE N.88°27'56"E. FOR 1780.04 FEET; THENCE N.47°45'12"E. FOR 1504.06 FEET; THENCE N.01°42'48"W. FOR 269.12 FEET; THENCE S.21°39'10"W. FOR 68.66 FEET; THENCE S.03°10'42"W. FOR 189.44 FEET; THENCE S.81°41'22"W. FOR 108.46 FEET; THENCE S.71°22'04"W. FOR 86.96 FEET; THENCE S.44°47'24"W. FOR 115.33 FEET; THENCE S.84°41'53"W. FOR 384.96 FEET; THENCE S.75°08'07"W. FOR 122.17 FEET; THENCE S.44°11'25"W. FOR 149.80 FEET; THENCE N.83°50'32"W. FOR 141.74 FEET THENCE; S.55°46'55"W. FOR 48.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 850.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°32'21" FOR A DISTANCE OF 660.75 FEET; THENCE S.70°32'55"W. FOR 188.24 FEET; THENCE N.40°09'41"W. FOR 165.57 FEET; THENCE S.85°09'35"W. FOR 62.26 FEET; THENCE S.53°18'11"W. FOR 221.46 FEET; THENCE S.85°08'17"W. FOR 193.00 FEET; THENCE S.44°21'15"W. FOR 65.32 FEET; THENCE S.03°34'13"W. FOR 280.42 FEET; THENCE S.58°59'16"W. FOR 150.29 FEET; THENCE S.50°02'46"W. FOR 136.19 FEET; THENCE S.86°42'41"W. FOR 91.78 FEET; THENCE S.81°31'53"W. FOR 59.36 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY (150' WIDE); THENCE S.03°31'24"E. ALONG SAID RIGHT-OF-WAY FOR 34.30 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 29.40 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 23 AS BEARING N.89°44'39"W.

DESCRIPTION PREPARED OCTOBER 29TH 1999.

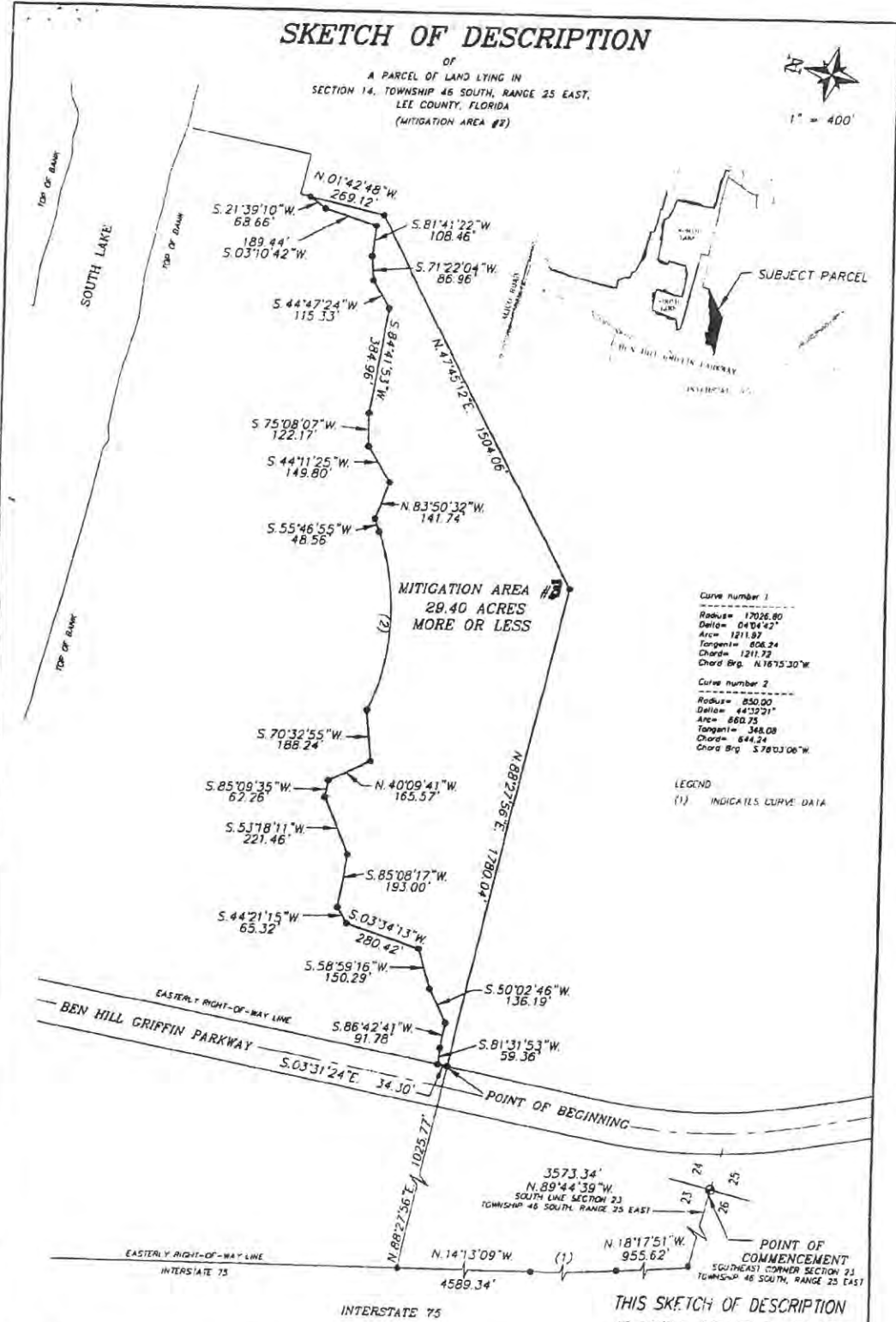
S:\JOBS\11XX\1155\SURVEY\1155_desc_mit2.leg

SKETCH OF DESCRIPTION

OF
A PARCEL OF LAND LYING IN
SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA
(MITIGATION AREA #2)



1" = 400'



Curve number 1
Radius = 17036.80
Delta = 04° 04' 42"
Arc = 1211.87
Tangent = 808.24
Chord = 1211.32
Chord Brg. N 16° 15' 30" W

Curve number 2
Radius = 850.00
Delta = 44° 32' 21"
Arc = 860.75
Tangent = 348.08
Chord = 644.24
Chord Brg. S 78° 03' 06" W

LEGEND
(1) INDICATES CURVE DATA

Banks Engineering, Inc.
Professional Engineers, Planners & Land Surveyors
10501 5th Mile Cypress Parkway - Suite 104 Fort Myers, Florida 33912
Phone: (813) 930-5490 Fax: (813) 930-2323
2150 Goodlette-Frank Road - Suite 701 Naples, Florida 34102
Ph: (813) 403-8888 Fax: (813) 403-8888

SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.
SHEET 2 OF 2
PREPARED 10-29-99
DOC: S:\JOBS\1155\SURVEY\1155_DESC_MIT2.LEG

THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Richard M. Ritz
RICHARD M. RITZ, R.L.S.
FLORIDA CERTIFICATION NO. 4009

THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

WilsonMiller

New Directions In Planning, Design & Engineering

DESCRIPTION OF A 66 ACRE PARCEL BEING A PORTION OF Section 13, Township 46 South, Range 25 East, Lee County, Florida

A portion of Section 13, Township 46 south, Range 25 east, Lee County, Florida more particularly described as follows:

COMMENCING at the Northwest corner of Section 11, Township 46 South, Range 25 East;
thence along the north line of said section and the centerline of Alico Road S.89°42'24"E. 1919.62 feet;
thence along the centerline of Treeline Avenue S.01°01'21"W. 109.05 feet; thence S.89°42'24"E. 75.00 feet to an
intersection with the south right of way line of Alico Road and the east right of way of Treeline Avenue; thence
along said southerly right of way line S.89°42'24"E. 1049.81 feet;
thence leaving said line S.1°00'21"E. 1635.40 feet to a point on a curve, point bearing S.84°01'34"W. from the
center of said curve;
thence southeasterly 5221.22 feet along the arc of a non-tangential circular curve concave to the northeast having a
radius of 3595.48 feet, having a central angle of 83°12'10" and being subtended by a chord which bears
S.47°34'31"E. 4774.39 feet to a point on said curve;
thence N.89°01'32"E. 1282.53 feet;
thence S.01°46'59"W. 407.03 feet;
thence S.89°48'06"E. 1264.40 feet;
thence S.20°09'57"E. 832.58 feet;
thence S.15°43'44"E. 1222.03 feet;
thence S.25°52'55"E. 362.91 feet;
thence S.00°07'13"E. 16.50 feet;
thence N.89°46'48"W. 635.94 feet;
thence S.19°49'36"W. 375.30 feet to the POINT OF BEGINNING of the herein described parcel.
Thence S.79°57'29"E. 18.29 feet;
thence S.48°44'52"E. 10.14 feet;
thence S.06°54'40"E. 51.94 feet;
thence S.11°39'28"E. 34.33 feet;
thence S.04°51'39"E. 21.39 feet;
thence S.18°18'13"W. 25.87 feet;
thence N.82°50'47"W. 15.56 feet;
thence N.76°56'48"W. 27.40 feet;
thence S.02°11'29"W. 62.11 feet;
thence S.14°31'45"E. 24.66 feet;
thence S.14°49'53"E. 6.59 feet;
thence S.24°14'57"W. 30.44 feet;
thence S.87°22'03"E. 5.44 feet;
thence S.87°24'51"E. 19.39 feet;
thence S.87°20'13"E. 13.45 feet;
thence N.85°27'36"E. 25.27 feet;
thence N.85°27'17"E. 29.97 feet;
thence N.85°52'53"E. 61.78 feet;
thence N.90°00'00"E. 52.88 feet;

Naples Fort Myers Sarasota Tampa Tallahassee Panama City Beach

4571 Colonial Boulevard, Suite 100 Fort Myers, Florida 33912 239-939-1020 239-939-7479

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WilsonMiller

New Directions In Planning, Design & Engineering

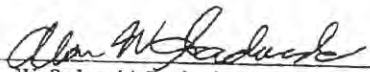
thence N.85°58'36"E. 250.30 feet;
thence N.85°35'19"E. 86.13 feet;
thence N.81°26'58"E. 44.56 feet;
thence N.80°50'39"E. 69.13 feet;
thence N.47°59'41"E. 29.61 feet;
thence N.24°14'29"E. 48.25 feet;
thence N.30°57'50"E. 12.03 feet;
thence N.30°59'13"E. 26.46 feet;
thence N.35°34'54"E. 18.90 feet;
thence N.47°16'30"E. 38.97 feet;
thence N.49°29'40"E. 20.30 feet;
thence N.46°03'51"E. 57.11 feet;
thence N.71°30'39"E. 20.89 feet;
thence N.56°14'53"E. 16.09 feet;
thence N.56°15'20"E. 201.37 feet;
thence N.89°36'23"E. 304.60 feet;
thence S.02°10'07"E. 1285.56 feet;
thence N.79°13'23"W. 80.22 feet;
thence S.56°32'16"W. 65.40 feet;
thence S.11°37'49"W. 61.39 feet;
thence S.43°47'29"E. 31.43 feet;
thence S.65°22'51"W. 932.56 feet;
thence S.62°02'33"W. 548.61 feet;
thence N.84°00'27"W. 113.75 feet;
thence S.73°01'40"W. 332.94 feet;
thence S.88°47'09"W. 386.35 feet;
thence N.01°12'51"W. 733.65 feet;
thence N.75°24'23"E. 644.66 feet;
thence N.02°55'16"W. 211.27 feet;
thence N.19°49'36"E. 960.80 feet to the Point of Beginning for the herein described parcel.

Parcel contains 66 acres more or less.

Bearings are based on the north line of Section 11, Township 46 South, Range 25 East, Lee County, Florida and also being the centerline of Alico Road being S.89°42'24"E.

Prepare by:

WILSON, MILLER, BARTON & PEEK, INC.


Alan W. Sadowski, Professional Surveyor & Mapper
Florida Registration No. 4800

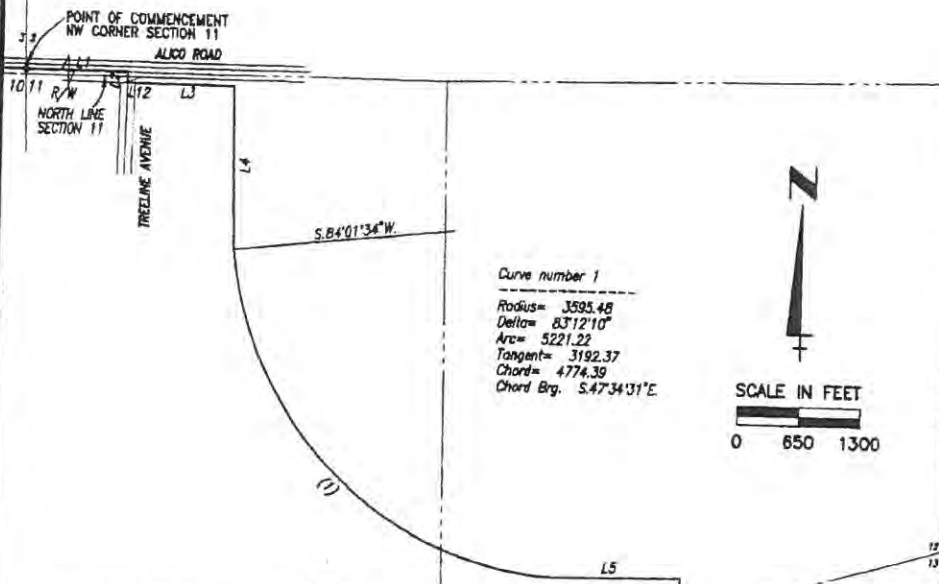
8-4-2003
Date

Not valid unless embossed with the Professional's seal.

W.O.: F0253-015-004 APPDP REF.: A-0253-144 Date: March 30, 1999

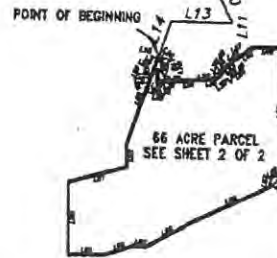
WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS • LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
 4571 Colonial Boulevard Fort Myers, Florida 33912 (941) 939-1020 Fax (941) 939-7479



LINE TABLE

Line	Bearing	Distance	Line	Bearing	Distance
L1	S.89°42'24"E	1919.62'	L33	N.90°00'00"E	52.88'
L2	S.01°01'21"W	109.05'	L34	N.85°58'36"E	250.30'
L3	S.89°42'24"E	1049.81'	L35	N.85°35'19"E	86.13'
L4	S.01°00'21"E	1635.40'	L36	N.81°26'58"E	44.56'
L5	N.89°01'32"E	1282.53'	L37	N.87°50'39"E	69.13'
L6	S.01°46'59"W	407.03'	L38	N.47°58'41"E	29.61'
L7	S.89°48'06"E	1264.40'	L39	N.24°14'29"E	48.25'
L8	S.20°09'57"E	832.58'	L40	N.30°59'13"E	12.03'
L9	S.15°43'44"E	1222.03'	L41	N.30°59'13"E	26.46'
L10	S.25°52'55"E	362.91'	L42	N.35°34'54"E	18.90'
L11	S.00°07'13"E	16.50'	L43	N.47°16'30"E	38.97'
L12	S.89°42'24"E	75.00'	L44	N.49°28'40"E	20.30'
L13	N.89°48'48"W	635.94'	L45	N.46°03'51"E	57.11'
L14	S.19°49'36"W	375.30'	L46	N.71°30'39"E	20.89'
L15	S.79°57'29"E	18.29'	L47	N.58°14'53"E	16.09'
L16	S.48°44'32"E	10.14'	L48	N.58°15'20"E	201.37'
L17	S.06°54'40"E	51.94'	L49	N.89°36'23"E	304.60'
L18	S.11°39'28"E	34.33'	L50	S.02°10'07"E	1285.56'
L19	S.04°51'39"E	21.39'	L51	N.78°13'23"W	80.22'
L20	S.18°18'13"W	25.87'	L52	S.56°32'16"W	65.40'
L21	N.82°50'47"W	15.56'	L53	S.11°37'49"W	61.39'
L22	N.76°56'48"W	27.40'	L54	S.43°47'29"E	31.43'
L23	S.02°11'29"W	62.11'	L55	S.65°22'51"W	932.56'
L24	S.14°31'45"E	24.66'	L56	S.62°02'33"W	548.61'
L25	S.14°49'35"E	6.59'	L57	N.84°00'27"W	113.75'
L26	S.24°14'57"W	30.44'	L58	S.73°01'40"W	332.94'
L27	S.87°22'03"E	5.44'	L59	S.88°47'09"W	386.35'
L28	S.87°24'51"E	19.39'	L60	N.01°12'51"W	733.65'
L29	S.87°20'13"E	13.45'	L61	N.75°24'23"E	644.66'
L30	N.85°27'36"E	25.27'	L62	N.02°55'16"W	211.27'
L31	N.85°27'17"E	29.97'	L63	N.19°49'36"E	960.80'
L32	N.85°52'53"E	61.78'			



* * THIS IS NOT A SURVEY * *

ΔREV. NO.	REVISION	DATE	DRAWN BY	EMP. NO.	CHECKED BY	EMP. NO.
DATE	CLIENT:					
3-30-99	ALICO INC.					
HORIZONTAL SCALE	4380 GULF SHORE BLVD. N., SUITE 808, NAPLES, FLORIDA					
1" = 1300'	TITLE:					
VERTICAL SCALE	SKETCH OF DESCRIPTION					
N/A	66 ACRE PARCEL					
SEC. TWP. RGE.	PART OF SECTION 13, TOWNSHIP 46 S., RANGE 25 E., LEE COUNTY, FLORIDA					
13 46 25	FIELD BOOK PAGE					
	CROSS REFERENCE FILE NO.					
FIELD BOOK	D:\GULF\GARDEN\SUR\F0253\0253e401.dwg					
	WORK ORDER NO.	PROJECT NO.	SHEET NUMBER	FILE NO.		
	F0253	1 OF 2	A-0253-144			



MEMORANDUM

To: Jim Ward
From: Charlie Krebs, P.E.
Date: December 2, 2014
Subject: Water Quality Monitoring

HM Project No. 2003.022

In response to the development of the Center Place project and to insure that Miromar Lakes Community Development District continues to be in compliance with the requirements of the South Florida Water Management District permit, we recommend the Miromar Lakes CDD enact a water quality monitoring program.

The proposed program should begin prior to any construction activities on the Center Place development and should establish a base line of the health of the existing recreational lakes. We recommend the water quality samples should be taken at the bridge that spans the west lake interconnection, the beach club and the existing concrete weir. Sample should be taken for the first two years every 3 months to establish an average base line through an entire year. After which the samples can be taken annually at the beginning and the end of the rainy season. The samples should measure the following items based on the SFWMD criteria;

Parameter

- Turbidity
- Total Suspended Solids (TSS)
- Total Nitrogen
- Total Phosphorus
- BOD
- Dissolved Oxygen

Once construction activities begin on the Center Place development we recommend returning to sampling the water quality of the recreational lakes every 3 months for the first year of construction.

If at any time the results of the water sampling indicate that the health of the lake is degrading we would recommend a review of the District owned assets and programs to ensure all are in proper working order and a review of the aquatic plants to verify their numbers have not decreased.

Should the water quality continue to degrade, we recommend the water sampling locations should be expanded to include sampling the water upstream of all the internal water quality structures located within the basin.

If the cause of the water quality cannot be traced to any District owned facilities we recommend contacting representatives of the Center Place development and sharing the information accumulated. If the representatives from Center Place are unresponsive or fail to act to help improve the water quality of the lake it may be necessary to contact SFWMD and request a meeting to review the information and request help in determining the cause of the degrading water quality.



Memorandum

Date: 1/1/2015

To: James P. Ward. District Manager

From: Paul Cusmano – Asset Manager (Calvin, Giordano & Associates, Inc.)

Re: Asset Management Report

Field Report

- Storm System

The Storm System was inspected and a field report generated.

1- Report Summary

- a. 25 boxes require cleaning
- b. 35 boxes are clear at this time

2- Recommendation

- a. Boxes which rate a 100% required cleaning should be serviced this Fiscal Year (see attached proposal)
- b. Other remaining boxes will be cleaned from box #1 thru #61, as needed.

3- Cost

- a. Annual budget is \$7,000.00
- b. Vendor cost is \$16,750.00
 - i. FY 2015 \$7,000.00
 - ii. FY 2016 \$9,750.00
 - iii. FY 2017 \$4,550.00 (Re-inspection)

4- Plan and Pictures

- a. Field pictures and plan to be delivered at the Board meeting

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Water Resources Management

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

- **Water Quality Testing**

A meeting was held last month to discuss the quality of the water in the existing lakes. There was a large turn-out, including highly qualified professionals in the fields of water testing, ecosystem shifts, engineering, lake maintenance and aquatic life; along with local citizens.

The following is a summary of the meeting:

- 1- The Carp Program was followed as designed by FWC.
- 2- The Carp are working better than anticipated.
- 3- Due to lack of submerged weeds, the movement of the lake and boating is kicking up the debris from the bottom.
- 4- FGCU has started their own water testing to establish a baseline of data and conditions.

- **Status**

Currently, additional data and information from FGCU and FWC is being awaited. Miromar Lakes Development will be entering into a contract with a company to test the water to establish a data baseline. This baseline will be compared to FGCU's. Once all data is received a full report will be submitted to the Board for consideration.



M.R.I. Under Water Specialists, Inc.



**17891 Wetstone Rd.
North Fort Myers, Fl. 33917
239-707-5034 cell
239-236-1234 fax**

REPORT

December 18, 2014

RE; Miramar Lakes CDD

Inspection on Lake inter-connects and Junction Boxes

On the week of the December 18th we dove to inspect lake inter-connects and junction boxes so that we could give you a detail report of our findings on the condition and the percentage of sand and debris. When you look our report you will see numbers 1 thru 61 these are the numbers you will find marked on the map for locations on the different lakes.

We have highlighted the ones that are 25% or more in red these are the one we recommend you have cleaned to keep accurate flow.

We have included a proposal for the cost of the cleaning. If you would like for us to put you on schedule for this cleaning please give us a call.

If you have any questions please give us a call

Thank you

Mike Radford

M.R.I UnderWater Specialists Inc.



M.R.I. UnderWater Specialists, Inc.

17891 Wetstone Rd.
North Fort Myers, FL.33917
239-707-5034 cell
239-236-1234 fax



Miromar Lakes Inspection
Report completed on
December 18, 2014

Page 1 of 2

Box	Lake	Condition			Recommend Cleaning
1	6	100%	Sand & Debris	36"	Yes
2	6		CLEAN		No
3	6J		CLEAN		No
4	6J	15%	Sand & Debris	36"	No
5	6H	15%	Sand & Debris	36"	No
6	6I	55%	Sand & Debris	24"	Yes
7	6I	15%	Sand & Debris	24"	No
8	6	100%	Sand & Debris	36"	Yes
9	6	25%	Sand & Debris	24"	Yes
10	6	15%	Sand & Debris	24"	No
11	6		Clean	46"	No
12	6	60%	Sand & Debris	46"	Yes
13	6C		CLEAN	36"	No
14	6		CLEAN	36"	No
15	6A		CLEAN	36"	No
16	6A	50%	Sand & Debris	24"	Yes
17	6C	50%	Sand & Debris	36"	Yes
18	6B	50%	Sand & Debris	36"	Yes
19	6B	60%	Sand & Debris	36"	Yes
20	6B	45%	Sand & Debris	24"	Yes
21	6A	50%	Sand & Debris	24"	Yes
22	6B	35%	Sand & Debris	24"	Yes
23	6C		CLEAN	36"	No
24	6B	40%	Sand & Debris	36"	Yes
25	6D	10%	Sand & Debris	36"	No
26	6D	25%	Sand & Debris	24"	Yes
27	6D	5%	Sand & Debris	24"	No
28	6E	15%	Sand & Debris	24"	No
29	6F	15%	Sand & Debris	24"	No
30	6L	15%	Sand & Debris	24"	No
31	6F	80%	Sand & Debris	24"	Yes
32	6F	5%	Sand & Debris	24"	No
33	6F	10%	Sand & Debris	24"	No
34	6F	15%	Sand & Debris	24"	No
35	6F	80%	Sand & Debris	24"	Yes
36	6E	25%	Sand & Debris	24"	Yes
37	Old Lake 6G	10%	Sand & Debris	36"	No

WE SEE THINGS YOU CAN'T



Miromar Lakes Inspection
 Report completed on
 December 18, 2014

Box	Lake	Condition	Recommendation
38	Old Lake 6G	15% Sand & Debris 36"	No
39	Old Lake 6G	25% Sand & Debris 36"	Yes
40	Old Lake 6G	5% Sand & Debris 36"	No
41	1A	CLEAN 48"	No
42	1A	100% Sand, Debris & Roots 48"	Yes
43	1A	CLEAN 48"	No
44	1A	CLEAN 48"	No
45	2A	CLEAN 48"	No
46	2A	5% Sand & Debris 48"	No
47	2A	5% Sand & Debris 48"	No
48	2A	20% Sand & Debris 48"	No
49	2A	20% Sand & Debris 48"	No
50	2A	Could not find behind bushes	
51	2A	Could not find behind bushes	
52	3A	CLEAN 48"	No
53	3A	5% Sand & Debris 48"	No
54	3A OutFall	5% Sand & Debris 48"	No
55	3B	60% Sand & Debris 42"	Yes
56	3B	100% Buried with sand and shells	Yes
57	1A	35% Sand & Debris 46"	Yes
58	1B	5% Sand & Debris 46"	No
59	1B	65% Sand & Debris 36"	Yes
60	1A	60% Sand & Debris 36"	Yes
61	1C	100% Buried with sand and shells 36"	Yes

61	Storm Boxes
25	Cleaning is recommended
2	Need to be located
35	No Cleaning needed at this time



M.R.I. UnderWater Specialists, Inc.

17891 Wetstone Rd.
North Fort Myers, Fl. 33917
239-707-5034 cell
239-236-1234 fax



Name

Miromar Lakes CDD
Calvin, Giordana & Associates
1800 Eller Dr., Suite 600
Fort Lauderdale, FL 33316

Proposal

Date **Estimate #**

12/27/2014 357

Project

Miromar Lakes CDD

Description

Revised Proposal

We propose to clean and remove sand and debris from the following pipes

7,000.00

As per our inspection

- Box 1 Lake 6 100%
- Box 8 Lake 6 100.0%
- Box 42 Lake 1A 100%
- Box 56 Lake 3B 100%
- Box 61 Lake 1C 100%

Total \$7,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's Compensation insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevases or breeches etc. in and around wet well. This proposal does not include replacing any landscaping (Grass, trees, shrubs, etc.) all Jobsites will be left clean.

Authorized Signature _____

Mike Radford President

This proposal may be withdrawn if not accepted within 30 days.

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee.

This proposal may be withdrawn if not accepted within thirty (30) days.

Signature _____

Date of acceptance _____



M.R.I. UnderWater Specialists, Inc.

17891 Wetstone Rd.
North Fort Myers, Fl. 33917
239-707-5034 cell
239-236-1234 fax



Name

Miromar Lakes CDD
Calvin, Giordana & Associates
1800 Eller Dr., Suite 600
Fort Lauderdale, Fl. 33316

Proposal

Date Estimate

12/26/2014 356

Project

Miromar Lakes CDD

Description

This proposal is to clean and remove sand and debris from all lake inter-connect pipes and junction boxes that is 25% or more with sand and debris see our detail inspection report. 16,750.00

Total \$16,750.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's Compensation insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevasses or breeches etc. in and around wet well. This proposal does not include replacing any landscaping (Grass, trees, shrubs, etc.) all jobsites will be left clean.

Authorized Signature 

Mike Radford President

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee.

This proposal may be withdrawn if not accepted within thirty (30) days.

Signature _____

Date of acceptance _____



M.R.I. UnderWater Specialists, Inc.

17891 Wetstone Rd.
North Fort Myers, Fl..33917
239-707-5034 cell
239-236-1234 fax



Invoice

Bill To

Miromar Lakes CDD
Paul Cusmano
Calvin Giordana & Associates
1800 Eller Dr,
Fort Lauderdale, Fl. 33316

Date	Invoice #
------	-----------

12/26/2014	196
------------	-----

Due Date	1/25/2015
-----------------	------------------

Job

Miromar LAkes

P.O. No.

Terms

Net 30

Quantity	Description	Rate	Amount
1	Inspections on Lake inter connects Pipes and Junction Boxes Total of 61	4,200.00	4,200.00

All Invoices are due within 30 days. If not recieved after 30 days there will be a 10% late fee

Total	\$4,200.00
Payments/Credits	\$0.00
Balance Due	\$4,200.00

Paul Cusmano

From: Michael B. Elgin [MElgin@miromar.com]
Sent: Wednesday, December 24, 2014 11:01 AM
To: 'Emily Wells'
Cc: 'Charlie Krebs'; Paul Cusmano; Mark Geschwendt; Jamie L. Wilson
Subject: FW: Urban Stormwater Management Program
Attachments: Urban Stormwater Management Program.pdf; SMIROMAR MA14121609440.pdf; peninsula.jpg

Emily,

I hope you are well. It is my understanding that you have prepared a bid for water monitoring for the Miromar Lakes CDD based on a water monitoring plan that was prepared by Charlie Krebs of Hole Montes. I have attached a copy for reference. I have attached a copy of the executed stormwater management plan that Miromar Lakes is to also adhere to. Please compare to see if the CDD plan is per the committed Urban Stormwater Mangement Plan. Based on current permits conditions, Miromar Lakes is prepared to move forward with baseline and on-going testing in advance of the CDD and requests that you provide a proposals for the similar scope of services.

Charlie, I believe you were going to prepare an exhibit map that depicted the test points. Based on my review, I would also add a point to my testing in the lake channel to the east of Portofino, the second connection point to the north lake.

Please review and call if you have any questions. Have a Merry Christmas.

Michael B. Elgin,

Director of Planning

Miromar Development Corporation

10801 Corkscrew Road, Suite 305

Estero, Florida 33928

Telephone: 239.390-5105

From: Jamie L. Wilson
Sent: Tuesday, December 23, 2014 11:55 AM
To: Michael B. Elgin
Subject: Urban Stormwater Management Program

Here you go ☺

Jamie Wilson

Legal Assistant

Miromar Development Corporation

10801 Corkscrew Road

Suite 305

Estero, Florida 33928

Direct Dial: (239) 390-5302

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message, or the taking of any action based on information contained in it is strictly prohibited. Unauthorized use of information in this email may subject you to civil and criminal prosecution and penalties. If you are not the intended recipient, you should delete this message immediately.

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
Telephone: (239) 390-5100
Facsimile: (239) 390-5106

Parcel ID No.:

MIROMAR LAKES MASTER ASSOCIATION, INC.

URBAN STORMWATER MANAGEMENT PROGRAM

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for the Miromar Lakes project for the Miromar Lakes Master Association, Inc., located within Miromar Lakes, Lee County Florida. The Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes is recorded in OR BK 03343 PG 0294-0434, Lee County, Florida records. This Plan has been adopted by the Miromar Lakes, LLC and is joined and consented to by Miromar Lakes Master Association, Inc which shall enforce the provisions of this Plan.

This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Miromar Lakes and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; (5) routine water quality testing; and (6) construction activities. A discussion of each of these activities is given in the following sections.

2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent water bodies. Implementation of the management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

Each homeowner must commit themselves to the practice of responsible and careful landscape design and maintenance of each lot to prevent contamination of surface waters. The guidelines included in this section are intended to help homeowners make educated environmental choices regarding the maintenance of individual yards within Miromar Lakes. These maintenance and management guidelines are meant to promote an attractive neighborhood that preserves the health of adjacent waterways and environmental features.

2.1 General Requirements

A landscape plan must be developed for each residence. The landscape plan must be comprehensive in nature and follow the landscape design guidelines established by the Miromar Lakes Master Association ("Master Association") and must promote revegetation of each lot as quickly as possible.

Commercial applicators of chemical lawn products must register with the Master Association annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and individual lot owners are permitted to apply chemicals within the property on a private lot. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers in the Miromar Lakes will adhere to the following guidelines:

- A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
- B. No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.
- C. Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.
- D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
- E. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
- F. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

2.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

- A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
- B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.
- C. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- B. Must have the minimum potential for leaching into groundwater or loss from runoff
- C. Products must be EPA-approved
- D. The half-life of products used shall not exceed seventy (70) days

3.0 Street Sweeping

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before wash-off of these pollutants can occur during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program for Miromar Lakes is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed in the Miromar Lakes at a minimum frequency of one event every other month. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

4.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual homeowner. Local requirements for refuse collection will be brought to the attention of every homeowner at closing for the sale of the property. Information will be distributed as necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All homeowners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

5.0 Stormwater Management and Treatment System

The stormwater management system for Miromar Lakes is designed to maximize the attenuation of stormwater generated pollutants prior to discharge to the off-site wetland systems. Operational details and maintenance requirements of the various system components are given in the following sections.

5.1 Wet Detention Lakes and Lake Interconnect Pipes

The basic element of the stormwater management system consists of a series of interconnected wet detention ponds that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

- A. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.
- B. Review the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
- C. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.
- D. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected by the Master Association.

5.2 Stormwater Inlets, Pipes and Culverts

The grates should be unobstructed and the bottom, inside the inlet, should be clean. Check for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

5.3 Swales and Grassed Water Storage Areas

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be regraded and/or revegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or regrading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with a high-pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

5.4 Ditches or Canals

Fill material, yard waste, clippings and vegetation, sediment, and trash should be completely removed. Also there should be a check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the same depth, width and side slope as approved in the current permit. Making a ditch deeper or wider may trigger a need for a permit modification. Provisions must also be made to prevent any downstream silting or turbidity (*Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.*) Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another owner's property.

5.5 Outfall Structure (also called the Discharged Control Structure or Weir)

The outfall structure should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a "baffle" or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current

permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

5.6 Earthen Embankments (Dikes and Berms)

Check for proper elevations, width and stabilization. Worn down berms - especially if used by all-terrain vehicles or equestrian traffic - and rainfall - created washouts should be immediately repaired, compacted and re-vegetated.

6.0 Water Quality Testing

To ensure proper operation of the overall treatment system, monitoring will be performed at one outfall (SW-1) from Miromar Lakes if there is a flow over the weirs. According to the proposed Water Quality Monitoring Plan, monitoring may occur 3 times a year, once during the dry season (February/March) and twice during the wet season (August/September). A manual grab sample will be collected at the SW-1 outfall location and analyzed for various constituents and parameters as described in the Surface Water Quality Monitoring Plan. Trained and certified personnel will perform sample collection and laboratory analysis. The results of the laboratory analyses will be submitted to South Florida Water Management District as part of an annual water quality monitoring report by December 31 of each year.

7.0 Construction Activities

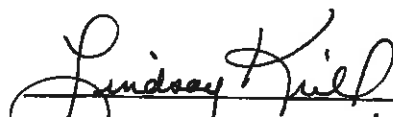
A Stormwater Pollution Prevention Plan (SWPPP) will be prepared on a project by project basis for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan will includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures.

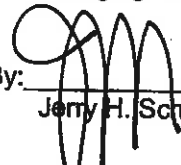
IN WITNESS WHEREOF, the Urban Stormwater Management Program has been executed as of the 16th day of ~~January~~ September 2005.

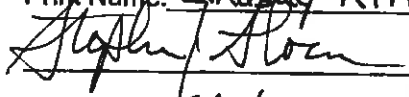
Witnesses:

MIROMAR LAKES, L.L.C., a Florida limited liability company

By: **MIROMAR DEVELOPMENT CORPORATION**, a Florida corporation, Its: Managing Member


Print Name: Lindsay Krill

By: 
Jerry H. Schmoyer, Vice President


Print Name: Stephen J. Sloan

Address:

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16 day of September, 2005, by Jerry Schmoyer, as Vice President, of Miromar Development Corporation, a Florida corporation, Managing Member of Miromar Lakes, L.L.C., a Florida limited liability company, on behalf of said limited

liability company. He is personally known to me or has provided a driver's license as identification and did take an oath.



Catherine W. Barkett
Commission #DD258768
Expires: Oct 15, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Catherine W. Barkett

Notary Public, State of Florida

Print Name: *CATHERINE W. BARKETT*

My Commission Expires: *Oct. 15, 2007*

JOINER BY MASTER ASSOCIATION

The Miromar Lakes Master Association, Inc., joins in and consents to the Urban Stormwater Management Program dated the 16 day of September 2005 ~~January 2004~~.

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

By: [Signature]
Steven C. Lewis, President

Print Address:

[Signature]
Print Name: Lindsay Krill
[Signature]
Print Name: STEPHEN J. SLOAN

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16th day of September, 2005, by Steven Lewis, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has provided a driver's license as identification and did take an oath.



Catherine W. Barkett
Commission #DD258768
Expires: Oct 15, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Notary Public, State of Florida
Print Name: CATHERINE W. BARKETT

My Commission Expires: Oct. 15, 2007



MEMORANDUM

To: Jim Ward
From: Charlie Krebs, P.E.
Date: December 2, 2014
Subject: Water Quality Monitoring

HM Project No. 2003.022

In response to the development of the Center Place project and to insure that Miromar Lakes Community Development District continues to be in compliance with the requirements of the South Florida Water Management District permit, we recommend the Miromar Lakes CDD enact a water quality monitoring program.

The proposed program should begin prior to any construction activities on the Center Place development and should establish a base line of the health of the existing recreational lakes. We recommend the water quality samples should be taken at the bridge that spans the west lake interconnection, the beach club and the existing concrete weir. Sample should be taken for the first two years every 3 months to establish an average base line through an entire year. After which the samples can be taken annually at the beginning and the end of the rainy season. The samples should measure the following items based on the SFWMD criteria;

Parameter

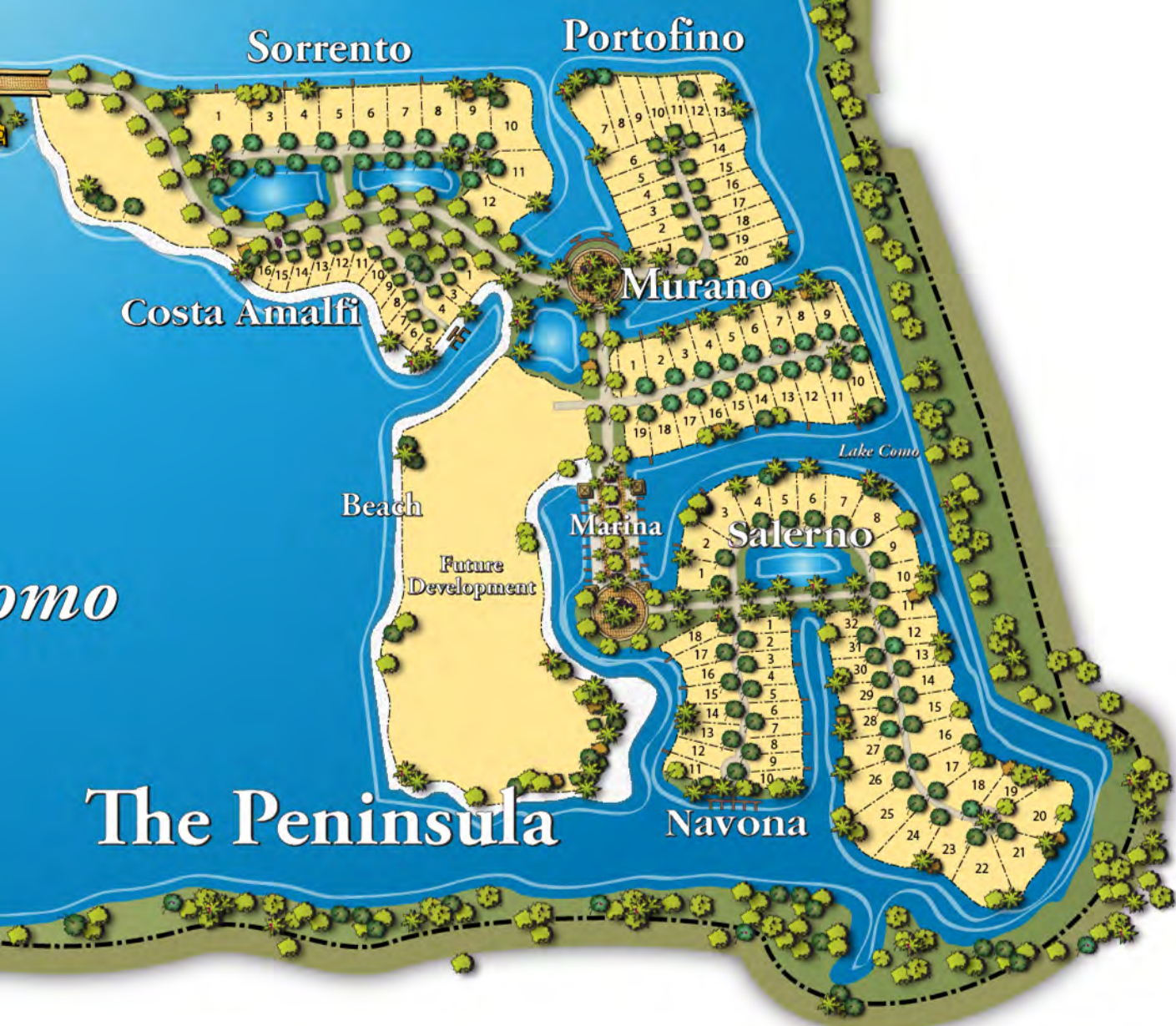
- Turbidity
- Total Suspended Solids (TSS)
- Total Nitrogen
- Total Phosphorus
- BOD
- Dissolved Oxygen

Once construction activities begin on the Center Place development we recommend returning to sampling the water quality of the recreational lakes every 3 months for the first year of construction.

If at any time the results of the water sampling indicate that the health of the lake is degrading we would recommend a review of the District owned assets and programs to ensure all are in proper working order and a review of the aquatic plants to verify their numbers have not decreased.

Should the water quality continue to degrade, we recommend the water sampling locations should be expanded to include sampling the water upstream of all the internal water quality structures located within the basin.

If the cause of the water quality cannot be traced to any District owned facilities we recommend contacting representatives of the Center Place development and sharing the information accumulated. If the representatives from Center Place are unresponsive or fail to act to help improve the water quality of the lake it may be necessary to contact SFWMD and request a meeting to review the information and request help in determining the cause of the degrading water quality.



Sorrento

Portofino

Costa Amalfi

Murano

Beach

Future
Development

Marina

Salerno

Lake Como

The Peninsula

Navona



Miromar Lakes CDD
 Lake 5/6 Monitoring Locations

FILE NO.: 2003.022

December, 2014



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



SEMINOLES

FLORIDA STATE

frogg toggs®



Miromar Lakes Community Development District
Exhibit B

CALVIN, GIORDANO & ASSOCIATES, INC.																		
13-5692 MIROMAR LAKES CDD																		
YEAR 2																		
Agreement Terms				Actual		Actual												
Description of Service	Hourly Rate	Hours	Total Fee	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	YTD	Budget Variance	
WATER MANAGEMENT SERVICES																		
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00	3	2	8										13	5.00	
Prepare Scope of Service for Contract	\$ 100.00	25	\$ 2,500.00		1	2										3	22.00	
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00			1										1	11.00	
Negotiation and Contract Execution	\$ 100.00	6	\$ 600.00													0	6.00	
Operations and Maintenance Services	\$ 80.00	125	\$ 10,000.00	2	2	2										6	119.00	
Sub-Total:			\$ 16,100.00															
LANDSCAPING SERVICES																		
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00	3	1	2										6	12.00	
Prepare Scope of Service for Contract	\$ 100.00	25	\$ 2,500.00		3	10										13	12.00	
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00		3	5										8	4.00	
Negotiation and Contract Execution	\$ 100.00	12	\$ 1,200.00	1												1	11.00	
Operations and Maintenance Services	\$ 80.00	250	\$ 20,000.00	2	4	2										8	242.00	
Sub-Total:			\$ 26,700.00															
ASSET MONITORING																		
Procurement and Bidding Services	\$ 100.00	12	\$ 1,200.00		1											1	11.00	
Prepare Scope of Service for Contract	\$ 100.00	12	\$ 1,200.00													0	12.00	
Prepare Specifications and Exhibits	\$ 100.00	25	\$ 2,500.00													0	25.00	
Negotiation and Contract Execution	\$ 100.00	25	\$ 2,500.00													0	25.00	
Operations and Maintenance Services	\$ 80.00	100	\$ 8,000.00	2	2	4										8	92.00	
Sub-Total:			\$ 15,400.00															
ADMINISTRATIVE MATTERS																		
Maintain electronic files, attendance at Board Meeting, general matters (all)	\$ 70.00	100	\$ 7,000.00	24	32	30										86	14.00	
Total:			\$ 65,200.00	37	51	66	0	0	0	0	0	0	0	0	0	154	623	

Miromar Lakes Community Development District

Financial Statements

November 30, 2014



Prepared by:

JPWARD AND ASSOCIATES LLC

2041 NE 6TH TERRACE

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Miromar Lakes Community Development District

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JPWard & Associates, LLC

2041 NE 6th Terrace

Fort Lauderdale, Florida 33305

**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending November 30, 2014**

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2003	Series 2012	General Long Term Debt	General Fixed Assets		
Assets							
Cash and Investments							
General Fund - Invested Cash	\$ 440,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,225
Debt Service Fund							
Interest Account	-	-	-	-	-	-	-
Sinking Account	-	0	-	-	-	-	0
Reserve Account	-	1,819,395	400,311	-	-	-	2,219,706
Revenue	-	82,118	298,023	-	-	-	380,141
Prepayment Account	-	-	0	-	-	-	0
Deferred Cost Account	-	-	-	-	-	-	-
Cost of Issuance	-	-	-	-	-	-	-
Escrow Deposit Fund	-	-	-	-	-	-	-
Due from Other Funds							
General Fund	-	37	274	-	-	-	311
Debt Service Fund(s)	-	-	-	-	-	-	-
Market Valuation Adjustments							
Accrued Interest Receivable							
Assessments Receivable							
Accounts Receivable							
Amount Available in Debt Service Funds	-	-	-	2,600,159	-	-	2,600,159
Amount to be Provided by Debt Service Funds	-	-	-	31,919,841	-	-	31,919,841
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	40,376,020	-	40,376,020
Total Assets	\$ 440,225	\$ 1,901,550	\$ 698,608	\$ 34,520,000	\$ 40,376,020	\$ -	\$ 77,936,404

**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending November 30, 2014**

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2003	Series 2012	General Long Term Debt	General Fixed Assets		
Liabilities							
Accounts Payable & Payroll Liabilities	\$ 10,233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,233
Due to Other Funds	-						-
General Fund	-	-	-	-	-	-	-
Debt Service Fund(s)	311	-	-	-	-	-	311
Bonds Payable	-						-
Current Portion	-	-	-	905,000	-	-	905,000
Long Term	-	-	-	33,615,000	-	-	33,615,000
Total Liabilities	<u>\$ 10,544</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 34,520,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 34,530,544</u>
Fund Equity and Other Credits							
Investment in General Fixed Assets	-			-	40,376,020	-	40,376,020
Fund Balance							
Restricted							
Beginning: October 1, 2014 (Audited)	-	2,800,590	840,524	-	-	-	3,641,114
Results from Current Operations	-	(899,039)	(141,916)	-	-	-	(1,040,956)
Unassigned							
Beginning: October 1, 2014 (Audited)	433,147			-	-	-	433,147
Results from Current Operations	(3,466)			-	-	-	(3,466)
Total Fund Equity and Other Credits	<u>\$ 429,681</u>	<u>\$ 1,901,550</u>	<u>\$ 698,608</u>	<u>\$ -</u>	<u>\$ 40,376,020</u>	<u>\$ -</u>	<u>\$ 43,405,860</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 440,225</u>	<u>\$ 1,901,550</u>	<u>\$ 698,608</u>	<u>\$ 34,520,000</u>	<u>\$ 40,376,020</u>	<u>\$ -</u>	<u>\$ 77,936,404</u>

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2014

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources					
Carryforward	\$ -	\$ -	-	\$ 30,300	N/A
Interest					
Interest - General Checking	17	17	35	500	7%
Special Assessment Revenue					
Special Assessments - On-Roll	(2,710)	83,525	80,815	442,166	18%
Special Assessments - Off-Roll	90,986	-	90,986	363,945	25%
Miscellaneous Revenue	1,595	-	1,595	0	N/A
Intragovernmental Transfer In			-		
Total Revenue and Other Sources:	\$ 89,888	\$ 83,543	173,431	\$ 836,911	21%
Expenditures and Other Uses					
Legislative					
Board of Supervisor's - Fees	1,000	800	1,800	12,000	15%
Board of Supervisor's - Taxes	77	61	138	918	15%
Executive					
Professional Management	3,333	3,333	6,667	40,000	17%
Financial and Administrative					
Audit Services	4,800	-	4,800	4,900	98%
Accounting Services	-	-	-	-	N/A
Assessment Roll Services	-	-	-	18,000	0%
Arbitrage Rebate Services	-	-	-	1,000	0%
Other Contractual Services					
Legal Advertising	1,144	-	1,144	1,200	95%
Trustee Services	-	-	-	7,900	0%
Property Appraiser/Tax Collector Fees	-	1,021	1,021	2,400	43%
Bank Services	27	44	71	550	13%
Travel and Per Diem	-	-	-	-	N/A
Communications & Freight Services					
Postage, Freight & Messenger	-	40	40	400	10%
Insurance	5,665	-	5,665	5,800	98%
Printing & Binding	-	114	114	1,200	9%
Website Development	-	-	-	1,000	0%
Office Supplies	-	-	-	-	N/A
Subscription & Memberships	175	-	175	175	100%

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**Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2014**

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Legal Services					
Legal - General Counsel	-	-	-	9,000	0%
Other General Government Services					
Engineering Services - General Fund	1,808	1,545	3,352	5,000	67%
NPDES	-	-	-	7,500	0%
Asset Administration Services	1,167	-	1,167	7,000	17%
Other Current Charges	-	-	-	-	N/A
Sub-Total:	19,195	6,957	26,152	125,943	21%
Stormwater Management Services					
Professional Management					
Asset Management	3,967	-	3,967	23,800	17%
Mitigation Monitoring	-	-	-	500	N/A
Utility Services					
Electric - Aeration Systems	-	25	25	500	5%
Lake System					
Aquatic Weed Control	5,464	5,464	10,928	80,568	14%
Lake Bank Maintenance	-	-	-	5,850	0%
Water Quality Testing	-	-	-	-	N/A
Water Control Structures	-	-	-	11,550	0%
Grass Carp Installation	-	-	-	-	N/A
Aeration System	-	8,663	8,663	3,500	248%
Wetland System					
Routine Maintenance	3,133	3,133	6,267	54,600	11%
Other Current Charges	-	-	-	2,500	0%
Operating Supplies	-	-	-	-	N/A
Capital Outlay					
Aerator's	-	-	-	9,600	N/A
Sub-Total:	12,564	17,285	29,849	192,968	15%

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2014

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Landscaping Services					
Professional Management					
Asset Management	5,733	-	5,733	34,400	17%
Utility Services					
Electric	-	-	-	-	N/A
Irrigation Water	162	-	162	5,000	3%
Repairs & Maintenance					
Public Area Landscaping	21,790	93,211	115,001	361,100	32%
Landscape Lighting	-	-	-	-	N/A
Irrigation System	-	-	-	3,000	0%
Well System	-	-	-	3,500	0%
Plant Replacement	-	-	-	10,000	0%
Other Current Charges			-		
Lee County -Ben Hill Griffin Landscape	-	-	-	41,000	0%
Charlotte County - Panther Habitat, Fire	-	-	-	-	
Operating Supplies					
Mulch	-	-	-	60,000	0%
Sub-Total:	27,685	93,211	120,896	518,000	23%
Total Expenditures and Other Uses:	\$ 59,444	\$ 117,453	176,897	\$ 836,911	21%
Net Increase/ (Decrease) in Fund Balance	30,444	(33,910)	(3,466)	-	
Fund Balance - Beginning	433,147	463,592	433,147	433,870	
Fund Balance - Ending	\$ 463,592	\$ 429,681	429,681	\$ 433,870	

Miromar Lakes Community Development District
Debt Service Fund - Series 2003 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2014

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources					
Carryforward	\$ -	\$ -	-	\$ -	N/A
Interest Income					
Interest Account	-	-	-	-	N/A
Sinking Account	-	-	-	-	N/A
Reserve Account	1	1,241	1,242	30,000	4%
Prepayment Account	0	0	0	-	N/A
Revenue Account	7	7	14	-	N/A
Special Assessment Revenue					
Special Assessments - On-Roll	45	20,972	21,017	110,391	19%
Special Assessments - Off-Roll	-	-	-	1,955,734	0%
Operating Transfers In (From Other Funds)					
	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 52	\$ 22,221	22,273	\$ 2,096,125	1%
Expenditures and Other Uses					
Debt Service					
Principal Debt Service - Mandatory					
Series 2003 Bonds	\$ -	-	-	\$ 530,000	0%
Principal Debt Service - Early Redemptions					
Series 2003 Bonds	-	130,000	130,000.00	-	N/A
Interest Expense					
Series 2003 Bonds	-	791,313	791,313	1,566,125	51%
Operating Transfers Out (To Other Funds)					
	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 921,313	921,313	\$ 2,096,125	44%
Net Increase/ (Decrease) in Fund Balance	52	(899,092)	(899,039)	-	
Fund Balance - Beginning	2,800,590	2,800,642	2,800,590	2,755,905	
Fund Balance - Ending	\$ 2,800,642	\$ 1,901,550	1,901,550	\$ 2,755,905	

Miromar Lakes Community Development District
Debt Service Fund - Series 2012 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2014

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources					
Carryforward	\$ -	\$ -	-	\$ -	N/A
Interest Income					
Interest Account	-	-	-	-	N/A
Sinking Account	-	-	-	-	N/A
Reserve Account	0	1,840	1,840	15,000	12%
Prepayment Account	-	-	-	-	N/A
Revenue Account	2	2	4	30	15%
Special Assessment Revenue					
Special Assessments - On-Roll	332	155,382	155,714	819,929	19%
Special Assessments - Off-Roll	-	-	-	163,991	0%
Special Assessments - Prepayments	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 335	\$ 157,224	157,558.72	\$ 998,950	N/A
Expenditures and Other Uses					
Debt Service					
Principal Debt Service - Mandatory					
Series 2012 Bonds	-	-	-	\$ 400,000	0%
Principal Debt Service - Early Redemptions					
Series 2012 Bonds	-	-	-	-	N/A
Interest Expense					
Series 2012 Bonds	-	299,475	299,475	598,950	50%
Operating Transfers Out (To Other Funds)	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 299,475	299,475	\$ 998,950	N/A
Net Increase/ (Decrease) in Fund Balance	335	(142,251)	(141,916)	-	
Fund Balance - Beginning	840,524	840,859	840,524	862,540	
Fund Balance - Ending	\$ 840,859	\$ 698,608	698,608	\$ 862,540	