
Miromar Lakes Community Development District

Regular Meeting Agenda

March 14, 2019



Visit our Web Site at: www.miromarlakescdd.org

Prepared by:

JPWARD AND ASSOCIATES LLC

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MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

March 6, 2019

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, March 14, 2019, 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:
 - I. February 14, 2019 – Regular Meeting
3. Consideration of Resolution 2019-2 Acceptance of Berm Conveyances.
4. Consideration of Resolution 2019-3 Acceptance of Storm water Conveyances.
5. Staff Reports
 - a) Attorney
 - b) Engineer
 - c) Asset manager
 - I. February 2019 Report
6. Supervisor's Requests and Audience Comments
7. Adjournment

Miromar Lakes Community Development District

The second order of business is the consideration of the minutes of the February 14, 2019, regular meeting.

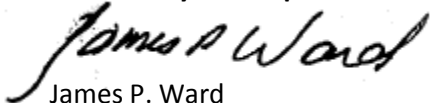
The third order of business is the consideration of Resolution 2019-2 Acceptance of Berm Conveyances.

The fourth order of business is the consideration of Resolution 2019-3 Acceptance of Storm water Conveyances.

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

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

The Regular Meeting of the Board of Supervisors of Miromar Lakes Community Development District was held on Thursday, February 14, 2019, at 2:00 p.m. at the Beach Clubhouse, located at 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum:

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

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Counsel
Charlie Krebs	District Engineer
Bruce Bernard	Asset Manager

Audience:

Mr. Tim Byal	Miromar Development Corporation
Mr. Jack Hewes	Resident

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 2:00 p.m. and all Members of the Board were present at roll call.

Chairman Dr. David Herring asked Mr. Jack Hewes to discuss the facts of his case. Mr. Hewes stated he forwarded all pertinent information to the Board Members. He reported boat traffic created a big wake onto his property which eroded the rip rap and Hurricane Irma had exacerbated the erosion. He stated he contacted the CDD and was referred to Bruce Bernard, who he believed walked the property; Mr. Bernard confirmed there was damage; however, indicated the east side of the lake would be refurbished first, as the damage was worse there. He indicated he asked Mr. Bernard if he were to front the money to fix the rip rap would he be able to be reimbursed once the Budget was replenished at the next tax season. He stated he contacted Dragonfly who referred him to Aim Engineering for a survey, which he obtained and the rest of the information, including receipts, was submitted in the packet provided to the Board.

Chairman Dr. Herring stated the CDD had a prioritized list of properties to be refurbished; Mr. Hewes property was on the list. He noted if the CDD had the money it would have made the repairs after Irma. He stated the level of repair would have been similar to that completed on similar properties and he wondered to what level Mr. Hewes property was repaired. He stated he believed Mr. Hewes should be reimbursed for the level of repair which would have been done; however, this could not be done until the CDD was reimbursed by FEMA.

Mr. Michael Weber stated he understood Mr. Hewes's concerns; however, a policy was written which indicated the CDD would not reimburse residents who took it upon themselves to make repairs. He noted if the CDD were to consider reimbursing Mr. Hewes, the CDD would then be obligated to also reimburse all other residents who asked for reimbursement. He wondered what the cost would be if this was the case and where the money would come from. He stated he was concerned residents may have paid a higher rate for repairs than the CDD would have paid. He noted the CDD would receive better rates than individual homeowners due to bulk repairs.

Mr. Alan Refkin indicated when this policy was set it was published via the CDD website. He noted, as a homeowner, he himself encountered the same situation in Sienna. He stated he followed proper procedure and worked with Miramar to make the repairs, rather than making the repairs himself and submitting a bill, which certainly would have been quicker. He explained he contacted his HOA to determine the proper process. He agreed with Mr. Weber; if you reimbursed one resident it was only fair to reimburse all residents. He noted it was fiscally irresponsible to grant reimbursement if the CDD was required to pay a higher rate for repairs as a result. He noted proper procedure was published online and all residents should be required to follow procedure.

Discussion ensued regarding the repair list, homes with more damage having priority, was it reasonable to make those lower on the list wait, homeowners desiring to fix property sooner, the list of residents who completed repairs independently, rules, policy and procedures pertaining to repair of property, policy enabling residents to be treated fairly and equally without exception, changing policy retroactively, possible cost of reimbursements, not knowing how much FEMA might grant the CDD, FEMA money allocated for completion of needed repairs, FEMA money not allocated for reimbursement, FEMA money not being guaranteed, waiting to see what came in from FEMA prior to approving or denying current reimbursement requests, and still needing to make repairs if FEMA money was not granted.

Mr. Ward noted procedure could be changed and rules amended to allow residents to make repairs and be reimbursed if said residents followed a certain procedure going forward if the Board so desired.

A Board Member 17:28 stated the FEMA money had nothing to do with this issue; FEMA money would be used to complete restoration of hurricane damage. He indicated the issue was whether the CDD would enforce current policy or change policy to allow reimbursement. He noted if the CDD allowed reimbursement three things needed to be identified: the total cost, how soon the reimbursements needed to be paid, and would a special assessment be needed. He stated if policy were changed to allow reimbursement next year's assessment would inevitably be raised.

Discussion ensued regarding giving notice to all residents regarding the new reimbursement policy, the prioritized list of required repairs, possibly tabling this item, the difficulties with retroactively allowing reimbursement, the CDD refusing reimbursement of repairs which were not up to CDD Engineering

standards, not knowing which residents completed what repairs, the cost of sending notice through the mail, website postings and email blasts, and not having all resident's email addresses.

Mr. Jack Hewes stated he appreciated the time the CDD was investing in consideration of his issue. He asked, as a homeowner, where should he have gone to understand the procedural steps required to have his rip rap repaired. He suggested limiting the reimbursement population to residents who had already brought the issue before the CDD. He indicated his first step was to call the tax office which referred him to the Miramar CDD and Mr. Bruce Bernard. He stated Mr. Bernard told him there was a \$1.3 million dollar CDD budget, of which roughly \$400,000 dollars was dedicated towards shore repair; however, his property would not be repaired until after the east shore repairs were completed. He explained he believed it was a reasonable request to ask the CDD for reimbursement seeing as he had been informed there was a large budget for repairs.

Mr. Refkin stated Mr. Hewes should have asked if reimbursement were possible prior to making repairs on his own; he should have obtained permission. Mr. Hewes indicated he spoke with Bruce Bernard, Dragonfly, and Aim Engineering. He stated he followed a logical line of reasoning to get to this point. He noted there was no written policy that indicated he was incorrect. Mr. Refkin explained Mr. Hewes should have contacted the CDD to determine proper procedure; he should not have made the decision unilaterally to make repairs and bill the CDD. Mr. Hewes asked if Mr. Bernard was a representative of the Miromar Lakes CDD.

Mr. Ward reported he explained to Mr. Hewes, several months ago, that the CDD had a general policy which indicated it did not make reimbursements to individual homeowners. He stated Mr. Bernard absolutely understood this and would never imply otherwise. He indicated these were the facts and the question now was, what the Board would like to do going forward, and what the Board would like policy to be going forward.

Mr. Weber stated he felt the decision before the Board was whether to reimburse Mr. Hewes or not, keeping in mind if Mr. Hewes was reimbursed then all residents who made self repairs would need to be reimbursed. He stated he was torn.

Discussion ensued regarding the CDD not having any money to reimburse Mr. Hewes currently, and not knowing when funds would be available.

Mr. Ward stated he believed the Board needed to decide what it wished to do going forward and retroactively. He noted retroactively there was not a reasonable way for the CDD to ask the Community what repairs had been made in the past. He did not want to ask the Home Owner's Association to send out a blast email through the HOA regarding CDD related matters; this would cause difficulties. He explained the CDD did not have email addresses on file for all homeowners (for legal reasons); therefore, the only way to effectively communicate was through regular mail. He noted going forward it was a simple matter to amend policy rules. He explained amending policy rules retroactively, while possible, could have unknown negative repercussions, as it was impossible to know what repairs had been completed to what standards.

Mr. Weber suggested presenting this Item before the Miramar Master Association. He explained if presented at the Miramar Master Association, the information would be included in the minutes, which would be distributed to the homeowners throughout Miramar Lakes. He indicated a deadline for

submission of documentation for repairs performed during a certain time period could be established; any late submissions or any repairs performed outside of the time period could be null.

Mr. Bernard explained the CDD needed to be careful with the expenditure of public funds; the CDD would be required to verify what improvements were made to public infrastructure on a case by case basis, which would be difficult. He recommended requesting the information without necessarily promising to reimburse homeowners. He noted it would be good to have the information regardless, and the CDD might discover it would be easy and affordable to reimburse homeowners, or it might not.

Mr. Tim Byal stated these improvements were not on CDD property. He explained due to South Florida Water Management requirements the CDD began making improvements on private property. He noted while there was an easement for maintenance, it was not true CDD property. He indicated it would prove a slippery slope if the CDD began making improvements on private property.

Discussion ensued regarding making improvements/repairs on private property and the CDD wanting to be proactive in making repairs following the Hurricane.

Mr. Refkin explained there were some instances in which the CDD was unable to fix CDD problems and property without also fixing private property, as the two properties were attached. He gave examples of this type of situation.

Discussion ensued regarding the South Florida Water Management District indicating the CDD was responsible for certain repairs whether on CDD property or private property.

Mr. Byal lauded the CDD for being proactive in Hurricane damage repair; however, worried about repairing property it did not specifically own. Mr. Ward indicated in his years of experience this had never proved problematic; repairs to the water management system were necessary.

Mr. Ward stated he understood some of the Board wished the CDD to contain the retroactive issue. He stated he would need a month or two to think of a solution. He noted going forward he would have a policy written which would clearly indicate the CDD was not responsible for any repairs made by private landowners. He stated if the Board wished, a policy could be written which indicated the CDD would reimburse residents for repairs and established proper procedure.

David Herring asked if Mr. Ward had encountered a similar situation in his years' experience. Mr. Ward responded he had encountered a situation in which a District needed to repair hurricane damage; however, the District involved had sufficient reserves to cover repair costs. He stated he had never encountered a situation in which a CDD agreed to pay retroactively or actively for repairs made by private homeowners. He explained he did not approve of paying citizens for retroactive repairs, as it demonstrated poor use of public funds.

Mr. Bernard stated he believed the residents were unsure of how to communicate with the CDD, which was a problem. He stated he felt if Mr. Jack Hewes had been better able to contact the Board this entire situation may have been avoided. Mr. Ward stated Mr. Weber was helpful in this regard. Mr. Bernard asked Mr. Hewes if he had an HOA for his neighborhood. Mr. Hewes responded his neighborhood belonged to the Master Association. Mr. Ward stated he was willing to go before the various HOA's and voter rep meetings to explain who the CDD was, what the CDD did, and how to contact the CDD. He

explained sending out letters to individual homeowners was a fruitless endeavor. He stated if the Master Association wished it could post information regarding how to contact the CDD.

Mr. Hewes recommended the CDD only retroactively allow reimbursement to residents who had already made reimbursement requests. Mr. Ward stated the reimbursement requests received in the past were individual instances not related to Hurricane damage; therefore, in order to approve retroactive reimbursement for Mr. Hewes, the CDD would be required to contact the entire Community. Mr. Hewes stated even without the Hurricane, boat traffic caused significant erosion to the lake shore.

Mr. Ward stated he would attempt to determine a solution for the retroactive issue. He asked if the Board wished to create a policy which provided for reimbursement. Mr. Bernard stated he felt a policy which dealt with requests for reimbursement was necessary. Mr. Ward concurred.

Chairman Dr. Herring stated, as unfortunately Mr. Burnett Donoho was no longer with the Board he wished to ask Ms. Mary LeFevre to be instated to the Board. Mr. Ward noted he would make a record of Mr. Donoho resigning from the Board as of January 29, 2019. He stated the Board had the right to appoint an individual, by motion, to fill the unexpired term, which expired November 2020.

On MOTION made by Dr. David Herring, seconded by Mr. Michael Weber, and with all in favor, Ms. Mary LeFevre was elected to fill the unexpired term vacated by Mr. Burnett Donoho to expire November 2020.

Mr. Ward, as a Notary Public of the State of Florida, administered the Oath of Office to Ms. Mary LeFevre. Following Administration of the Oath, Mr. Ward asked Ms. LeFevre to sign a copy of the Oath and return the signed copy to him for notarization. Mr. Ward reviewed the Form 1 Statement of Financial Interest and explained Ms. LeFevre was required to submit Form 1 to the Supervisor of Elections in Lee County within 30 days of today's date lest she be penalized up to \$50 per day. He briefly reviewed the Sunshine Amendment, Code of Ethics, Membership Obligations and Responsibilities. He reported the Sunshine Amendment essentially stated no two public officials may do business outside of an open noticed public meeting, nor use staff or a member of the public to conduct business which may appear before the Board of Supervisors. He stated if there were any questions related to a matter which might be taken up at a future meeting, the best course of action was to call Mr. Ward or Mr. Urbancic, or hold said questions until a Board of Supervisors Meeting for discussion. He indicated a violation of the Sunshine Amendment/Code of Ethics was considered an ethics violation, and as such, the Directors and Officers Liability Insurance would not cover the violator for acts committed outside of a Board Member's scope and authority. He noted he had never known a Board Member to be charged with an ethics violation. He indicated a good rule of thumb was never to talk with other Board Members about District business outside of Board Meetings. He directed Ms. LeFevre to read through the information provided. He informed Ms. LeFevre she was required to vote on every matter before the Board, abstinence from a vote was not permitted.

SECOND ORDER OF BUSINESS

Consideration of Minutes

Mr. Ward stated the second order of business was consideration the January 10, 2019 Regular Meeting Minutes. He asked if there were any additions, corrections or deletions for the Minutes.

Chairman Dr. Herring stated he was present physically at the January 10, 2019 Meeting.

Doug Ballinger stated on page 3, the paragraph which discussed the issue with Mr. Hewes needed to be reworded as it would be difficult for outsiders to understand. Mr. Ward stated he would rewrite the paragraph and correct the spelling of Mr. Hewes's name.

There were no other additions, corrections or deletions for the January 10, 2019 Minutes.

On MOTION made by Mr. Alan Refkin, seconded by Mr. Doug Ballinger, and with all in favor, the January 10, 2019 Meeting Minutes were approved.

THIRD ORDER OF BUSINESS

Consideration of Agreement

Consideration of the Uniform Collection Interlocal Agreement with Lee County Property Appraiser.

Mr. Ward explained, in Florida, Districts were required to follow Statute Chapter 197 procedure in order to include assessments on the annually issued property tax bills. He noted Statute Chapter 197 procedure included proper notice to the Public, a Public Hearing during which it was explained the District was using the Property Appraiser and Tax Collector to include the special assessments on the annual tax bills, a vote to approve this method of billing, following which the Property Appraiser and Tax Collector would offer an Agreement with the District in this regard. He noted the Property Appraiser and Tax Collector wished to update the Agreement; however, the Agreement remained consistent with the Statute and with the current District assessment process.

On MOTION made by Mr. Michael Weber, seconded by Mr. Doug Ballinger, and with all in favor, the Uniform Collection Interlocal Agreement with Lee County Property Appraiser was approved.

FOURTH ORDER OF BUSINESS

Consideration of Agreement

Consideration of the agreement amending Assessment Roll Services with AJC Associates.

Mr. Ward explained this Item was an amendment to the agreement with AJC Associates. He reported in 2005 the Board entered into an agreement with Ms. Alice Carlson's firm to oversee the Assessment Rolls. He noted the Agreement was old and was not in conformance with current law. He stated Mr. Urbancic prepared an Amendment to the Services Agreement which brought the Agreement up to date and ensured the Agreement conformed to current law. He noted Ms. Carlson had signed the Agreement Amendment.

On MOTION made by Ms. Mary LeFevre, seconded by Mr. Michael Weber, and with all in favor, the Agreement amending the Assessment Roll Services with AJC Associates was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

a) Attorney

District Attorney Greg Urbancic stated he prepared a package concerning Stormwater Transfer Documents and received comments from Miromar. He stated he would review the comments and make a presentation in this regard at the next meeting.

b) Engineer

Mr. Charlie Krebs stated he had no Report.

c) Asset Manager

Asset Manager Bruce Bernard reported capital improvements would begin at the end of February and hopefully would be completed by May.

d) Manager

Mr. Ward reported Budgets would begin in the next couple of months and would most likely be presented for discussion at the meeting in May

FOURTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There were no Supervisor's Requests and Audience Comments.

FIFTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at 3:09 p.m.

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

Miromar Lakes Community Development District

James P. Ward, Secretary

David Herring, Chairman

Memorandum

To: Board of Supervisors
Miromar Lakes Community Development District

From: Gregory L. Urbancic, Esq.

Date: December 10, 2018

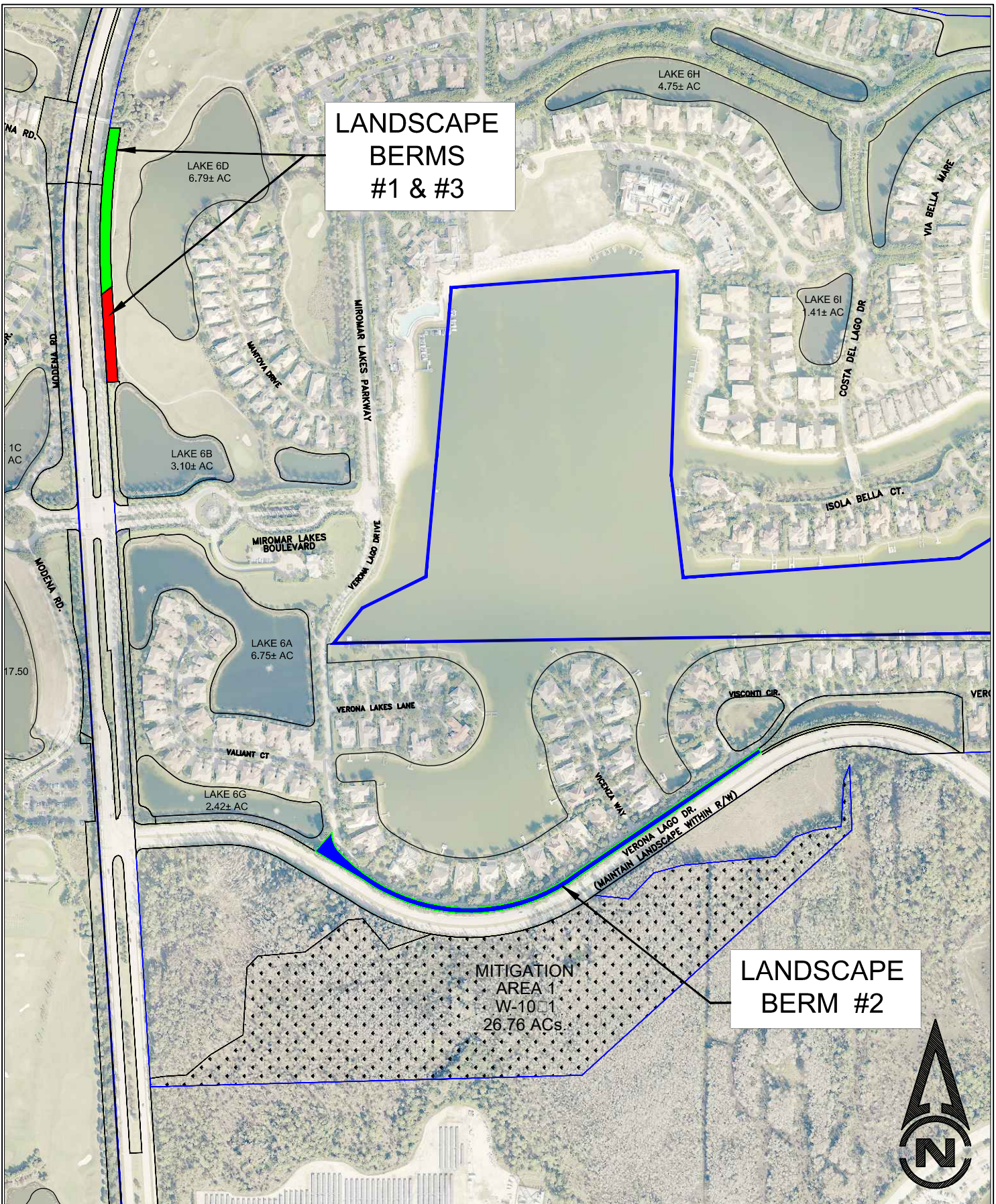
Re: Berm Conveyances

Miromar Lakes, LLC has requested that the District accept the conveyance of three parcels of property. Two of the parcels are berms along Ben Hill Griffin Parkway and the other is a berm along FGCU Lake Parkway. Attached are aerial maps from the Lee County Property Appraiser outlining the location of the three parcels. In addition, attached is a resolution relating to acceptance of these parcels together with copies of the proposed Special Warranty Deeds for the conveyances.

Please contact me if you have any questions with regard to this Memorandum.

COLEMAN, YOVANOVICH & KOESTER, P.A.

Northern Trust Bank Building • 4001 Tamiami Trail N., Suite 300 • Naples, Florida 34103
Phone: 239-435-3535 • gurbancic@cyklawfirm.com • Facsimile: 239-435-1218



**LANDSCAPE
BERMS
#1 & #3**

**LANDSCAPE
BERM #2**

MITIGATION
AREA 1
W-10
26.76 ACs

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



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

**PROPOSED BERM TRANSFER
EXHIBIT**

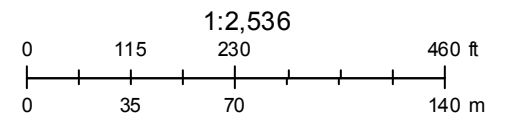
DATE:	03/04/19	JOB No.	2003.022	SHEET No.	1 of 1
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GeoView Map



December 10, 2018

- | | | | |
|-------------------------|---------------------------|----------------|---------------------|
| Hospital Locations | CCC_Parks | US 41 | Parcels Near |
| Library Locations | County Boundary | Other Highways | CONDO BUILDING |
| School Locations | Major Roads Medium | Other Roads | PARCEL |
| School Locations | I-75 | | |

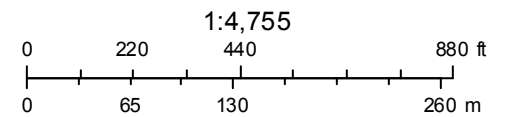


GeoView Map

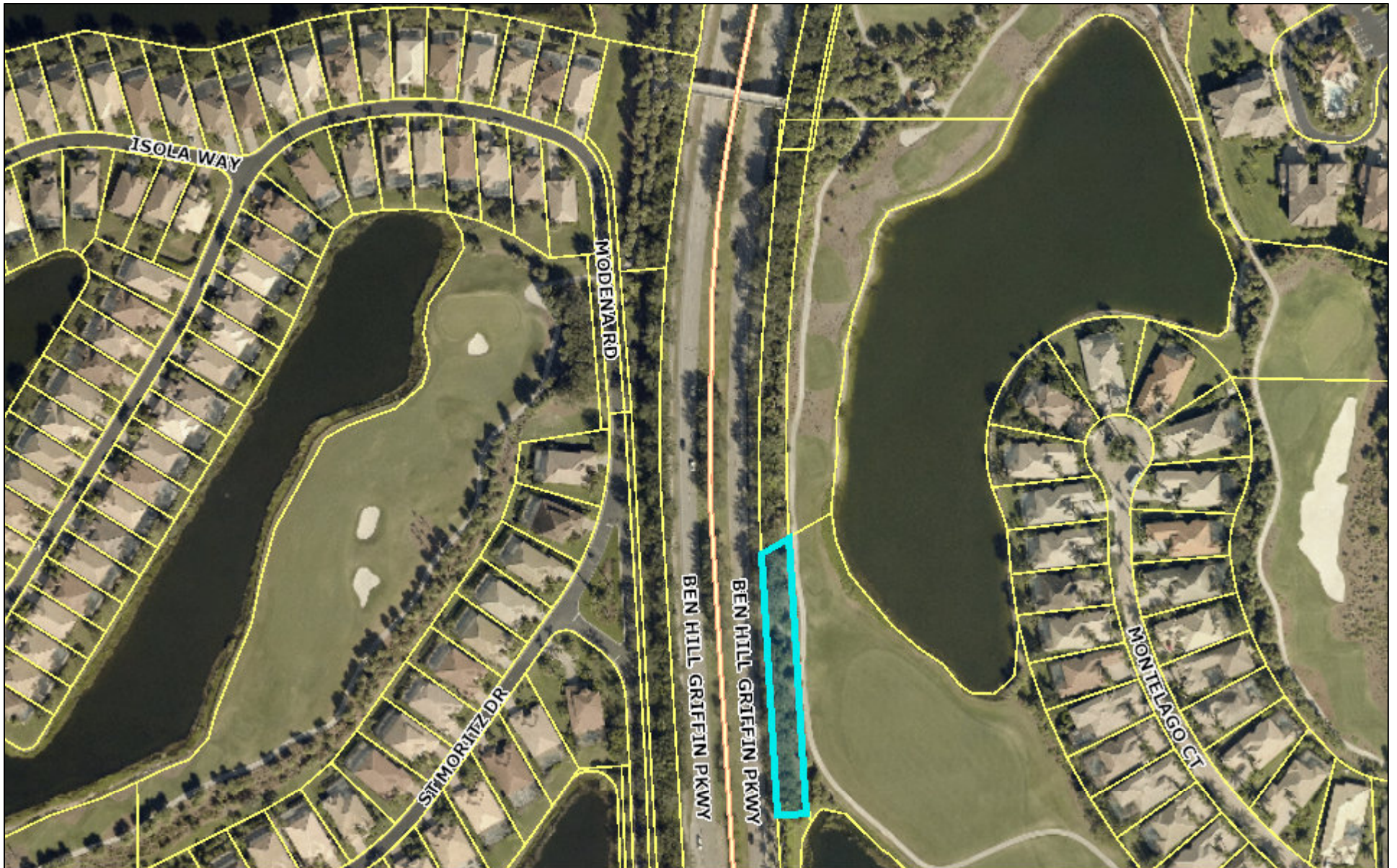


December 10, 2018

- | | | | |
|--|--|---|--|
|  Hospital Locations |  School Locations |  County Boundary |  US 41 |
|  Library Locations |  School Locations |  Major Roads |  Other Highways |
|  CCC_Parks |  I - 75 | |  Other Roads |

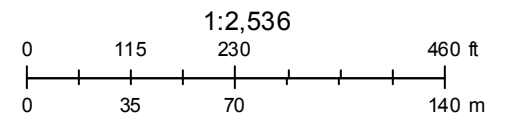


GeoView Map



December 10, 2018

- | | | | |
|-------------------------|---------------------------|----------------|---------------------|
| Hospital Locations | CCC_Parks | US 41 | Parcels Near |
| Library Locations | County Boundary | Other Highways | CONDO BUILDING |
| School Locations | Major Roads Medium | Other Roads | PARCEL |
| School Locations | I-75 | | |



RESOLUTION NO. 2019-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT ACCEPTING CERTAIN FEE SIMPLE CONVEYANCES RELATING TO BERMS ALONG BEN HILL GRIFFIN PARKWAY AND FGCU LAKE PARKWAY; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, reclaimed water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting and other public improvements; and

WHEREAS, the District owns, operates and maintains certain berm and landscaped areas for the benefit of property owners and residents within the District; and

WHEREAS, the District desires to accept certain fee simple conveyances of berms along Ben Hill Griffin Parkway and FGCU Lake Parkway.

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

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

SECTION 2. ACCEPTANCE OF CONVEYANCES. The District hereby desires to accept the conveyance of berms along Ben Hill Griffin Parkway and FGCU Lake Parkway shown in the attached Special Warranty Deeds from Miromar Lakes, LLC, a Florida limited liability company and such other documentation as is necessary to convey such parcels (the "**Conveyance Documents**").

SECTION 3. DELEGATION OF AUTHORITY. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Conveyance Documents as necessary to evidence the District's acceptance of the subject conveyances. The Vice Chairman, Secretary, and any Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any Conveyance Documents signed by the Chairman or Vice Chairman (in the Chairman's absence), if necessary or required.

SECTION 4. 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 5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Miromar Lakes Community Development District this 14th day of March, 2019.

Attest:

**MIROMAR LAKESCOMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

David Herring, Chairman

Exhibit "A"
Conveyance Documents

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

Parcel ID No.: 14-46-25-00-00001.0020

Above space reserved for Clerk's office

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ___ day of December, 2018, by **MIROMAR LAKES, LLC**, a Florida limited liability company whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as ("Grantor"), to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334 ("Grantee").

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

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

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

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

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

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

WITNESSES:

MIROMAR LAKES, LLC, a Florida limited liability company

Signature of Witness

By: Miromar Development Corporation, a Florida corporation

Its: Sole Member

Print Name

By: _____
ROBERT B. ROOP, Executive Vice President

Signature of Witness

Print Name

**STATE OF FLORIDA
COUNTY OF LEE**

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

(Seal)

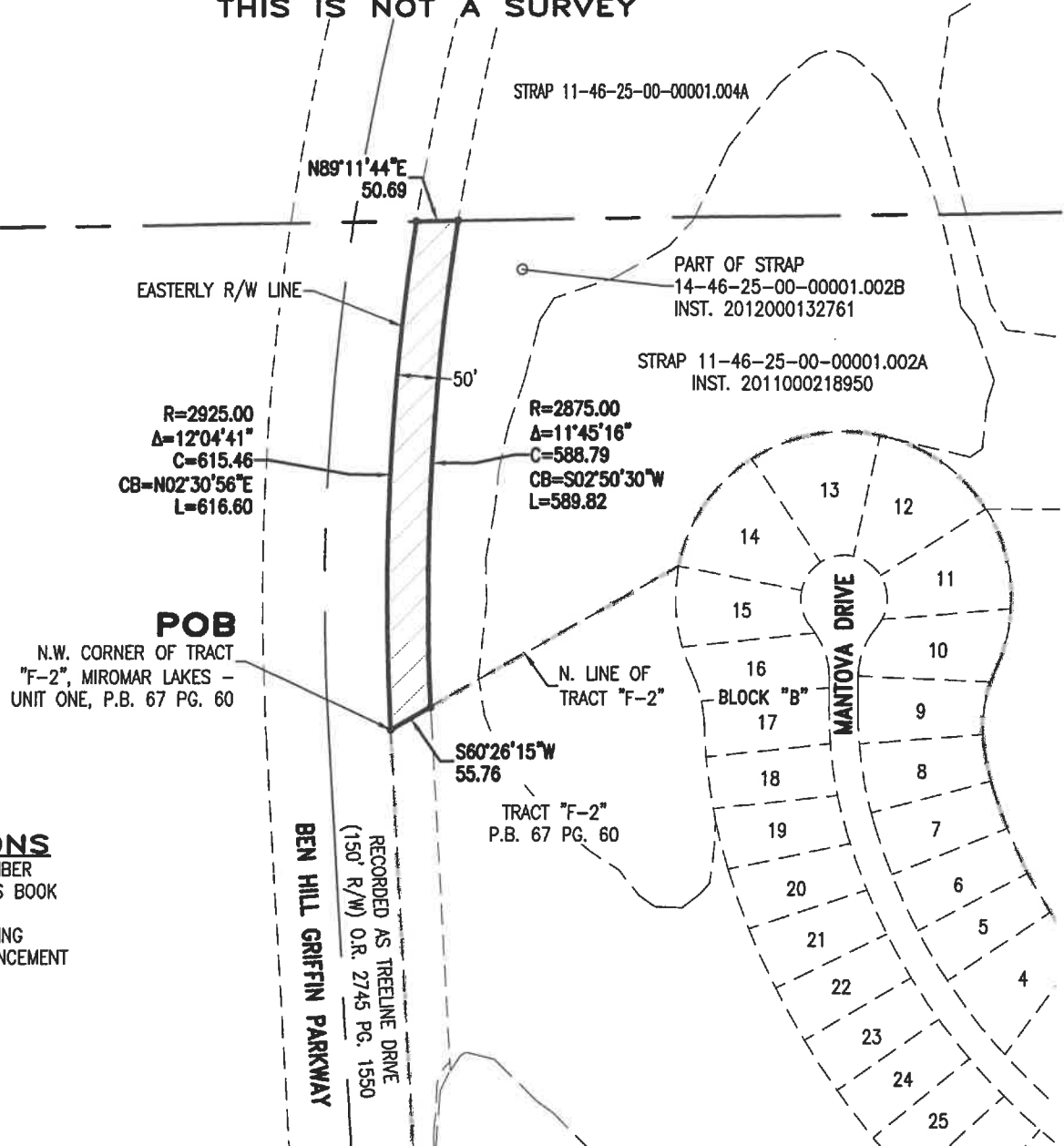
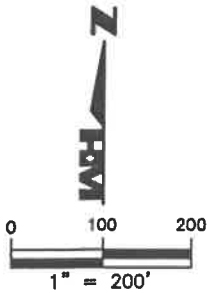
Notary Public, State of Florida
Print Name: _____
Expiration Date: _____

EXHIBIT A

EXHIBIT A

\\hm-data\HMADATA-S\2\B200\S-Survey\Projects By Name Of Location\Miromar\2016079\SKETCHES\CDD Transfers\BERME-1.2.dwg 10/13/2016 9:23:16 AM Plotted by: RickKornett

THIS IS NOT A SURVEY



ABBREVIATIONS

- INST. = INSTRUMENT NUMBER
- O.R. = OFFICIAL RECORDS BOOK
- P.G. = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- R = RADIUS
- Δ = DELTA
- C = CHORD
- CB = CHORD BEARING
- L = LENGTH

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHWEST CORNER OF TRACT "F-2", MIROMAR LAKES - UNIT ONE, RECORDED IN PLAT BOOK 67, PAGE 60 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY AS RECORDED IN OFFICIAL RECORDS BOOK 2745, PAGE 1550 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2925.00 FEET, THROUGH A DELTA ANGLE OF 12°04'41", AND BEING SUBTENDED BY A CHORD OF 615.46 FEET, AT A BEARING OF N02°30'56"E, FOR AN ARC LENGTH OF 616.60 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN N89°11'44"E FOR A DISTANCE OF 50.69 FEET, TO A NON-TANGENTIAL CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2875.00 FEET, THROUGH A DELTA ANGLE OF 11°45'16", AND BEING SUBTENDED BY A CHORD OF 588.79 FEET, AT A BEARING OF S02°50'30"W, FOR AN ARC LENGTH OF 589.82 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID TRACT "F-2"; THENCE ALONG SAID TRACT "F-2", RUN S60°26'15"W FOR A DISTANCE OF 55.76 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED. CONTAINING 30,161 SQUARE FEET.

HOLE MONTES, INC., CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy P.S.M. #5628
 THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: R.A.K.	DATE: 10/11/16
SHEET 1	OF SHEET 1
SEC-TWN-RGE: 14-46S-25E	



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

SKETCH AND LEGAL DESCRIPTION

DRAWING NO. B-5511-1.2
PROJECT NO. 2016079
FILE NAME BERME-1.2.dwg

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

Parcel ID No.: 14-46-25-01-000B2.00CE

Above space reserved for Clerk's office

SPECIAL WARRANTY DEED

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

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

*Tract B-2 of the Miromar Lakes – Unit One Plat recorded at Plat Book 67 at
Pages 60 through 73 of the Public Records of Lee County, Florida.*

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

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

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

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

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

WITNESSES:

MIROMAR LAKES, LLC, a Florida limited liability company

Signature of Witness

By: Miromar Development Corporation, a Florida corporation

Its: Sole Member

Print Name

By: _____
ROBERT B. ROOP, Executive Vice President

Signature of Witness

Print Name

**STATE OF FLORIDA
COUNTY OF LEE**

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

(Seal)

Notary Public, State of Florida

Print Name: _____

Expiration Date: _____

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

Parcel ID No.: 14-46-25-01-000F2.0000

Above space reserved for Clerk's office

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ___ day of December 2018, by **MIROMAR LAKES, LLC**, a Florida limited liability company whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as ("Grantor"), to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334 ("Grantee").

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

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

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

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

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

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

WITNESSES:

MIROMAR LAKES, LLC, a Florida limited liability company

Signature of Witness

By: Miromar Development Corporation, a Florida corporation

Its: Sole Member

Print Name

By: _____
ROBERT B. ROOP, Executive Vice President

Signature of Witness

Print Name

**STATE OF FLORIDA
COUNTY OF LEE**

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

(Seal)

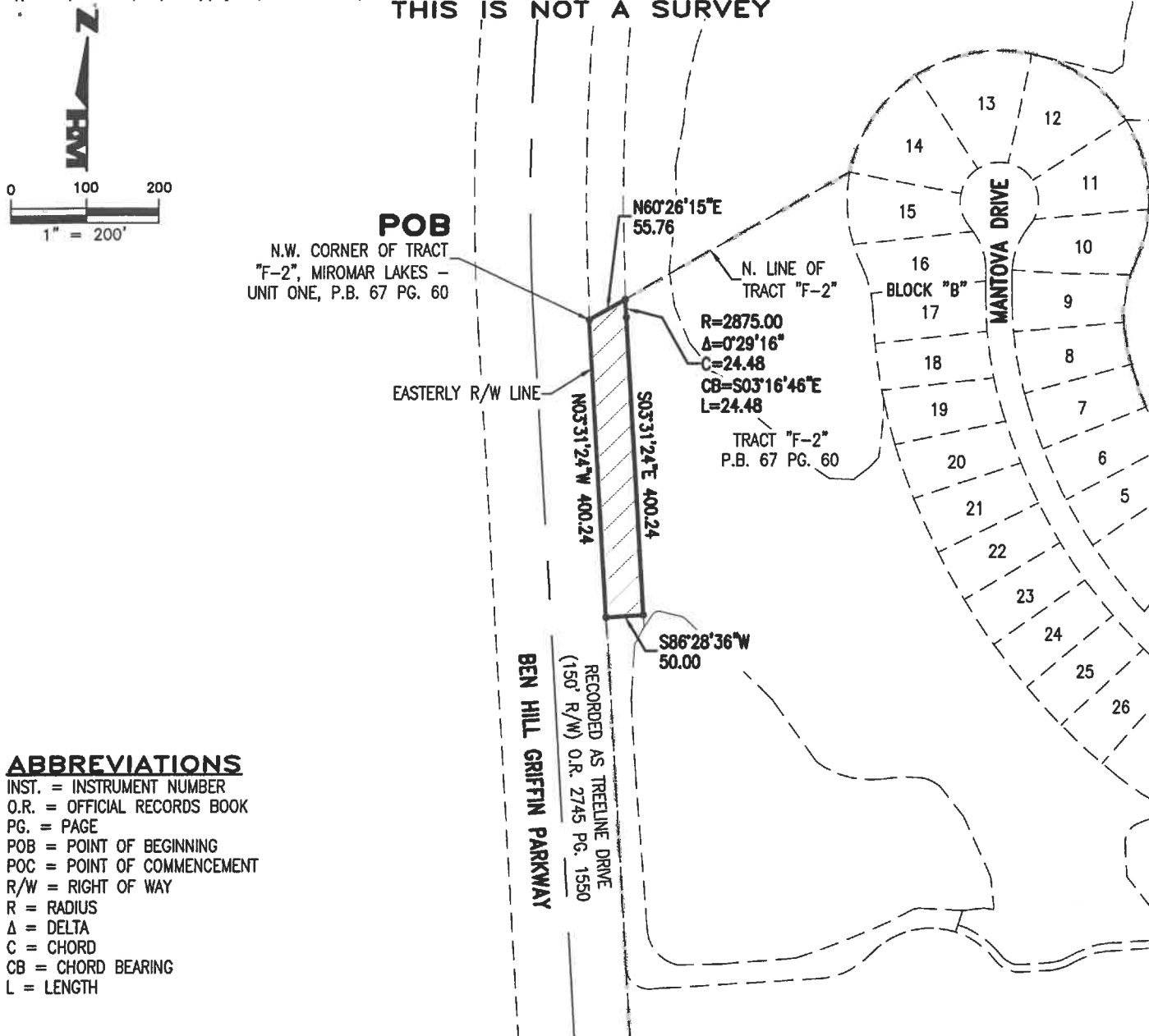
Notary Public, State of Florida
Print Name: _____
Expiration Date: _____

EXHIBIT A

EXHIBIT A

\\hm-data\HM\DATA-S\2\2000\S-Survey\Projects By Name Of Location\Miromar\2016079\SKETCHES\CDD Transfers\BERME-1.3.dwg 10/12/2016 3:50:57 PM Plotted by: RickKoroff

THIS IS NOT A SURVEY



ABBREVIATIONS

- INST. = INSTRUMENT NUMBER
- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- R = RADIUS
- Δ = DELTA
- C = CHORD
- CB = CHORD BEARING
- L = LENGTH

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHWEST CORNER OF TRACT "F-2", MIROMAR LAKES - UNIT ONE, RECORDED IN PLAT BOOK 67, PAGE 60 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 2745, PAGE 1550 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT "F-2" RUN N60°26'15"E FOR A DISTANCE OF 55.76 FEET; THENCE LEAVING SAID NORTH LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2875.00 FEET, THROUGH A DELTA ANGLE OF 00°29'16", AND BEING SUBTENDED BY A CHORD OF 24.48 FEET, AT A BEARING OF S03°16'46"E, FOR AN ARC LENGTH OF 24.48 FEET; THENCE RUN S03°31'24"E FOR A DISTANCE OF 400.24 FEET; THENCE RUN S86°28'36"W FOR A DISTANCE OF 50.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN N03°31'24"W FOR A DISTANCE OF 400.24 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED, CONTAINING 20,624 SQUARE FEET.

HOLE MONTES, INC., CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: R.A.K.	DATE: 10/11/16
SHEET 1	OF SHEET 1
SEC-TWN-RGE: 14-46S-25E	



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

SKETCH AND LEGAL DESCRIPTION

DRAWING NO. B-5511-1.3
PROJECT NO. 2016079
FILE NAME BERME-1.3.dwg



H:\2018\2003022\DWG\OVERALL MASTER.dwg msk:DWG Title: BELIN VOL 16A & BALESTR Mar 04, 2019 - 10:40am

MIROMAR LAKES

DESIGNED BY C.L.K.	DATE 02/01/18
DRAWN BY C.L.K.	DATE 02/01/18
CHECKED BY C.L.K.	DATE 02/01/18
VERTICAL SCALE N/A	HORIZONTAL SCALE 1" = 60'



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

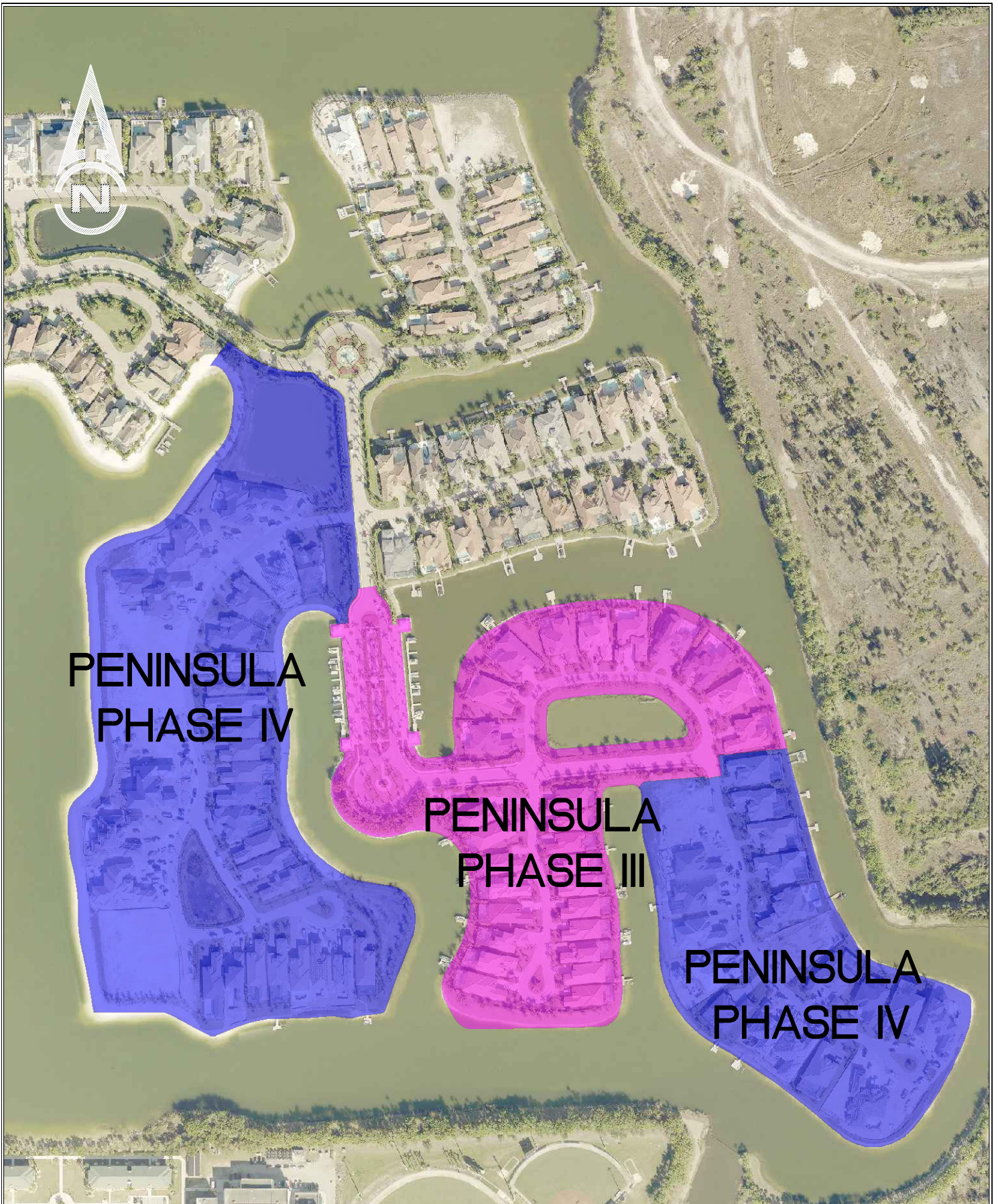
RECORDED PLAT LOCATIONS

THESE DRAWINGS ARE NOT
APPROVED UNLESS SIGNED
AND SEALED BELOW :

CHARLES L. KREBS, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #56835
DATE _____

CAD FILE NAME: EXHIBIT	DRAWING NO.: EXHIBIT
PROJECT NO.: 2003022	SHEET NO.: XX of XX

LETTER	REVISIONS	DATE



**PENINSULA
PHASE IV**

**PENINSULA
PHASE III**

**PENINSULA
PHASE IV**

**PENINSULA PHASE III & IV
LOCATION MAP**



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

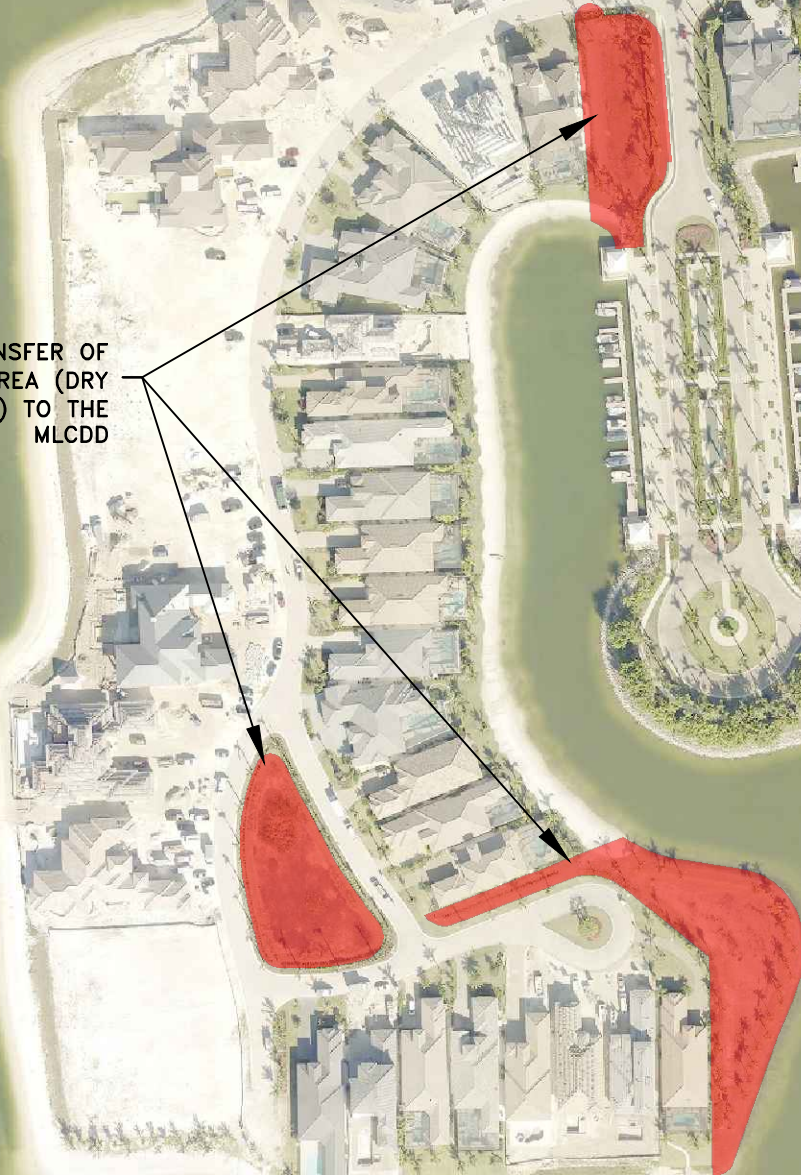
DATE: 03/04/19

JOB No. 2003.022

SHEET No. 1 of 1



PROPOSED LAND TRANSFER OF
WATER MANAGEMENT AREA (DRY
-DETENTION BASINS) TO THE
MLCDD



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

PENINSULA PHASE IV TRANSFER LOCATION MAP

DATE:	03/04/19	JOB No.	2003.022	SHEET No.	1 of 1
-------	----------	---------	----------	-----------	--------



6200 Whiskey Creek Drive, Fort Myers, Florida 33919 Phone: 239.985.1200 Fax: 239.985.1259

March 4, 2019

Mr. James P. Ward
District Manager
Miromar Lakes CDD
20410 NE 6 Terrace
Wilton Manors, FL 33305

RE: Request to transfer stormwater conveyance system to ML CDD

Dear Mr. Ward,

Miromar Lakes LLC has submitted a request to transfer the storm water conveyance systems for Peninsula Phase 3 and Peninsula Phase 4 to the Miromar Lakes CDD.

The water management system for Peninsula Phase 3 was permitted through SFWMD and Lee County Development Services as permit applications 121115-1 and DOS2012-00040. Phase 3 received a Construction Completion Certification Acceptance from SFWMD on April 11, 2017 and Certificate of Compliance from Lee County on June 24, 2014. The plat for Phase 3 was recorded with Lee County on June 18, 2013, Instrument #2013000142438. Tracts O-1, O-2 and O-3 were transferred to the CDD back in 2017 along with the documentation below.

The Developer has provided the following information as part of the transfer request:

- SFWMD Construction Completion Certification Acceptance
- Lee County Development Order Certificate of Compliance
- Copy of the recorded Plat for Phase 3
- Bathymetric Surveys of the lakes to be transferred to the CDD
- SFWMD - Request for Transfer of ERP to the Perpetual Operations Entity
- Quit Claim Deeds

This second request is to transfer all the roadway inlets, junction boxes, control structures, flared end sections, stormwater drain pipe and other underground improvements that are located within the dedicated rights-of-way and drainage easements as indicated on the recorded plat.

The water management system for Peninsula Phase 4 was permitted through SFWMD and Lee County Development Services as permit applications 140620-1 and DOS2014-00048. Phase 4 received a Construction Completion Certification Acceptance from SFWMD on April 28, 2017 and Certificate of Compliance from Lee County on February 21, 2017. The plat that created the individual water management tracts for Phase 4 was recorded with Lee County on December 17, 2015, Instrument #2015000269567. Tracts O-4, O-5 and O-6 were transferred to the CDD back in 2017 along with the documentation below.

The Developer has provided the following information as part of the transfer request:

- SFWMD Construction Completion Certification Acceptance
- Lee County Development Order Certificate of Compliance
- Copy of the recorded Plat for Phase 4
- SFWMD - Request for Transfer of ERP to the Perpetual Operations Entity
- Quit Claim Deeds

This second request is to transfer all the roadway inlets, junction boxes, control structures, flared end sections, stormwater drain pipe and other underground improvements along with 3 dry detention areas that are located within the dedicated rights-of-way and drainage easements as indicated on the recorded plat.

Based on the review of the dry detention areas and the information provided by the Miromar Lakes LLC, it is our recommendation to proceed with the transfer of the underground conveyance portions of the stormwater management system for Peninsula Phase 3 and Phase 4.

Please let me know if you have any questions regarding the attached information.

Sincerely,

Hole Montes, Inc.

Charles L. Krebs

Charles L. Krebs, P.E.
Associate / Project Manager
District Engineer for Miromar Lakes CDD

Stomwater Transfer Notes

Unit	Documents	Comments
I	Assignment of Dedications from Master (included in combined Assignment) Drainage Easement from Master (included in combined DE)	Charlie indicated transferred by requisition, so there is no Bill of Sale included Property rights of CDD are unclear, so transfer documents drafted related to property rights
II	Nothing included	Valencia Condominium Parcel
III	Assignment of Dedications from Master (included in combined Assignment) Drainage Easement from Master (included in combined DE) Bill of Sale from Master (included in combined BOS)	Charlie indicated no transfers have been made Tract R-1 ownership is a question. PA still shows private entity.
IV	Drainage Easement from Master (Tract B) (included in combined DE) Bill of Sale from Master (Tract B) (included in combined BOS) Assignment of Dedications from St. Moritz Drainage Easement from St. Moritz Bill of Sale from St. Moritz Assignment of Dedications from Tivoli Drainage Easement from Tivoli Bill of Sale from Tivoli	Charlie indicated no transfers have been made Mixture of ownership entities
V	None	Charlie indicated transferred by requisition, so no Bill of Sale included Plat dedicates DEs and LMEs to CDD No documents included
VI	None	Charlie indicated transferred by requisition, so no Bill of Sale included Plat dedicates DEs and LMEs to CDD No documents included

VII	None	Charlie indicated transferred by requisition, so no Bill of Sale included Plat dedicates DEs and LMEs to CDD No documents included
VII-A	Bill of Sale from ML, LLC	Not included in Charlie's breakdown Plat dedicates DEs and LMEs to CDD In the absence of clarity, included in BOS from Developer
VIII	Bill of Sale from Porto Romano	Charlie indicated not turned over Plat dedicates DEs and LMEs to CDD Bill of sale from neighborhood association included
IX	Assignment of Reservations from ML, LLC Drainage Easement From Master (Relating to Roadway) (included in combined DE)	Charlie indicated transferred by requisition, so no Bill of Sale included Property rights of CDD are unclear, so transfer documents drafted related to property rights— DEs and LMEs were dedicated to developer
X	Assignment of Dedications from Master (included in combined Assignment) Drainage Easement from Master (included in combined Easement) Bill of Sale from Master (included in combined BOS)	Charlie indicated not turned over Plat dedicates DEs to Master LMEs were previously transferred to CDD by assignment during Bellini matter
XI –Pen	None	Charlie indicated transferred by requisition, so no Bill of Sale included DEs and LMEs were previously assigned by recorded assignments
XII- Pen, Ph 2	None	Charlie indicated transferred by requisition, so no Bill of Sale included DEs and LMEs were previously assigned by recorded assignments
XII-A	Assignment of Dedications from Master for LME (included in combined Assignment)	Not included on Charlie's chart No DEs referenced on plat LMEs are dedicated to Master Included assignment of LMEs for clean-up

XII-B	Assignment of Dedications from Master for LME (included in combined Assignment)	Not included on Charlie's chart No DEs referenced on plat LMEs are dedicated to Master Included assignment of LMEs for clean-up
XIII – Costa Amalfi	Bill of Sale from Costa Amalfi	Charlie indicated not turned over Plat dedicates DEs and LMEs to CDD Bill of sale from neighborhood association included
XIII-Pen, Ph 3	Bill of Sale from Master (included in combined BOS) Bill of Sale from Salerno Bill of Sale from Navona	Charlie indicated not turned over Plat dedicates DEs and LMEs to CDD Bill of sale from 2 neighborhood associations and Master included
XIV, Pen, Ph 4	Bill of Sale from Salerno (combined in prior) Bill of Sale from Pen IV HOA QCD from Pen IV HOA for B16, B17, B19 Assignment of Dedications from Master Bill of Sale from Master (part of Master BOS)	Charlie indicated not turned over Plat dedicates DEs and LMEs to CDD Bill of sale from neighborhood associations for applicable portions Portions included in combined Bill of Sale from Master
Unit XV- Villa D'Este	Assignment of Dedications from Golf Club Bill of Sale from Golf Club Assignment of Dedications from Villa D'Este Bill of Sale from Villa D'Este Bill of Sale from ML, LLC	Charlie indicated not turned over Plat does not provide property rights to CDD Ownership and dedications among various entities
Unit XVI- Positano	None	Charlie indicated nothing turned over No DEs dedicated to any entity of the plat Lake areas handled by prior conveyances
Unit XVI- A, Sardinia	None	Charlie indicated nothing turned over No DEs dedicated to any entity of the plat Lake areas handled by prior conveyances
Unit XVII- Costa Maggiore – Phase I	None	Future turnover

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

(space above this line for recording data)

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS (this “**Assignment**”) is made and executed this _____ day of _____ 2019, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Assignor**”) in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Assignee**”).

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from all dedicated easements described below) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit “A” attached and incorporated by reference (the “**Dedications**”). The assignment of the Dedications will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to Lee County or another governmental entity.

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

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

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

Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

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

Witnesses:

Signature
Printed Name: _____

By: _____
Tim Byal, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Tim Byal, as President of Miromar Lakes Master Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

(SEAL)

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

ACCEPTANCE BY ASSIGNEE

The foregoing Assignment of Dedication is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit “A”

Unit I

1. All Drainage Easements (D.E.) as shown on the plat of Miromar Lakes - Unit One, as recorded in Plat Book 67, Page 60 of the Public Records of Lee County, Florida.
2. All Lake Maintenance Easements (L.M.E.) as shown on the plat of Miromar Lakes - Unit One, as recorded in Plat Book 67, Page 60 of the Public Records of Lee County, Florida.

Unit III

1. All Drainage Easements (D.E.) as shown on the plat of Miromar Lakes - Unit III, Plat Book 71, Page 69 of the Public Records of Lee County, Florida.
2. All Lake Maintenance Easements (L.M.E.) as shown on the plat of Miromar Lakes - Unit III, Plat Book 71, Page 69 of the Public Records of Lee County, Florida.

Unit X

1. All Drainage Easements (D.E.) as shown on the plat of Miromar Lakes Unit X – Volterra, as recorded as Instrument Number 2005000010918 of the Public Records of Lee County, Florida.
2. All Lake Maintenance Easements (L.M.E.) as shown on the plat of Miromar Lakes Unit X – Volterra, as recorded as Instrument Number 2005000010918 of the Public Records of Lee County, Florida.

Unit XII-A

1. All Lake Maintenance Easements (L.M.E.) as shown on the plat of Miromar Lakes Unit XII – A, as recorded as Instrument Number 2008000138703 of the Public Records of Lee County, Florida.

Unit XII-B

1. All Lake Maintenance Easements (L.M.E.) as shown on the plat of Miromar Lakes Unit XII – B, as recorded as Instrument Number 200800028819 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the amount of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

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

Witnesses:

Signature
Printed Name: _____

By: _____
Tim Byal, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Tim Byal, as President of Miromar Lakes Master Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

(SEAL)

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

EXHIBIT "A"

Unit III

Tract R, Tract R-1 and all Drainage Easements (D.E.) as shown on the plat of Miromar Lakes - Unit III, as recorded in Plat Book 71, Page 69 of the Public Records of Lee County, Florida.

Unit IV

Tract B, Miromar Lakes - Unit Four, according to the plat thereof, as recorded in Plat Book 70, Page 48 of the Public Records of Lee County, Florida.

Unit X

Tract R and all Drainage Easements (D.E.) as shown on the plat of Miromar Lakes Unit X – Volterra, as recorded as Instrument Number 2005000010918 of the Public Records of Lee County, Florida.

Unit XIII – Peninsula, Phase Three

Tract R-1 and all Drainage Easements (D.E.) as shown on the plat of Miromar Lakes Unit XIII – Peninsula, Phase Three, as recorded as Instrument Number 2013000142438 of the Public Records of Lee County, Florida.

Unit XIV – Peninsula, Phase Four

Tract R-4 and all Drainage Easements (D.E.) as shown on the plat of Miromar Lakes Unit XIV – Peninsula, Phase Four, as recorded as Instrument Number 2015000269567 of the Public Records of Lee County, Florida.

Tracts B-16, B-17 and B-19, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, as recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

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

(space above this line for recording data)

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this “**Easement**”) is made and executed this ____ day of _____, 2019 by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Grantor**”) and **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, (“**Grantee**”).

WITNESSETH:

Grantor, for and in consideration of the amount of TEN DOLLARS (\$10.00), the receipt of which is acknowledged, conveys, grants, bargains and sells unto Grantee a perpetual, non-exclusive easement, license and privilege for stormwater management and drainage through, beneath, into or across such stormwater lines, pipes, culverts, swales, and other stormwater management and drainage facilities, structures or improvements (collectively, the “**Drainage Facilities**”) as may be, from time to time, located upon or within that certain real property in Lee County, Florida legally described on **Exhibit “A”** attached and incorporated by reference (the “**Easement Area**”), together with an easement for ingress and egress over, in, upon and across the Easement Area as may be reasonably necessary to effectively utilize the easement rights granted in this Easement (the “**Easement Activity**”). The term “Easement Activity” includes the right to enter upon and construct, install, operate, maintain, replace and repair the Drainage Facilities. Grantor grants to Grantee, its successors and assigns, the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of conducting the Easement Activity pursuant to the terms of this Easement. Grantee will be responsible for maintaining and repairing any Drainage Facilities owned by Grantee within the Easement Area.

This Easement will be a covenant running with the land, is binding upon and will insure to the benefit of the parties to this Easement, and their successors and assigns. Grantor warrants that it is lawfully seized in fee simple of the land upon which this Easement is situated and it has good and lawful authority to convey this Easement.

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

Grantor has executed this Easement as of the date first written above.

GRANTOR:

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

Witnesses:

Signature
Printed Name: _____

By: _____
Tim Byal, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Tim Byal, as President of Miromar Lakes Master Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

(SEAL)

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

ACCEPTANCE BY GRANTEE

The foregoing Drainage Easement is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

**Exhibit “A”
Easement Area**

Unit I

Tracts A1, A2, A3 and A4, Miromar Lakes - Unit One, according to the plat thereof, as recorded in Plat Book 67, Page 60 of the Public Records of Lee County, Florida.

Unit III

Tracts R1 and R2, Miromar Lakes - Unit III, according to the plat thereof, as recorded in Plat Book 71, Page 69 of the Public Records of Lee County, Florida.

Unit IV

Tract B, Miromar Lakes - Unit Four, according to the plat thereof, as recorded in Plat Book 70, Page 48 of the Public Records of Lee County, Florida.

Unit IX

Tract R, Miromar Lakes Unit IX – Anacapri and Castelli, according to the plat thereof, as recorded as Plat Book 82, Page 71 of the Public Records of Lee County, Florida.

Unit X

Tract R, Miromar Lakes Unit X – Volterra, according to the plat thereof, as recorded as Instrument Number 2005000010918 of the Public Records of Lee County, Florida.

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

(space above this line for recording data)

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS (this "**Assignment**") is made and executed this _____ day of _____ 2019, by **ST. MORITZ RESIDENTS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Assignor**") in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Assignee**").

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from all dedicated easements described below) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit "A" attached and incorporated by reference (the "**Dedications**"). The assignment of the Dedications will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to Lee County or another governmental entity.

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

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

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

Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

**ST. MORITZ RESIDENTS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Randy Hicks, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Randy Hicks, as President of St. Moritz Residents' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

ACCEPTANCE BY ASSIGNEE

The foregoing Assignment of Dedication is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit "A"

All Drainage Easements (D.E.) within Block A as shown on the plat of Miromar Lakes - Unit Four, as recorded in Plat Book 7067, Page 48 of the Public Records of Lee County, Florida.

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

(space above this line for recording data)

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS (this "**Assignment**") is made and executed this _____ day of _____ 2019, by **TIVOLI RESIDENTS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Assignor**") in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Assignee**").

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from all dedicated easements described below) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit "A" attached and incorporated by reference (the "**Dedications**"). The assignment of the Dedications will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to Lee County or another governmental entity.

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

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

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

Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

**TIVOLI RESIDENTS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Donald Miller, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Donald Miller, as President of Tivoli Residents' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

ACCEPTANCE BY ASSIGNEE

The foregoing Assignment of Dedication is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit “A”

All Drainage Easements (D.E.) within Block B as shown on the plat of Miromar Lakes - Unit Four, as recorded in Plat Book 7067, Page 48 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **ST. MORITZ RESIDENTS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**ST. MORITZ RESIDENTS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Randy Hicks, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Randy Hicks, as President of St. Moritz Residents' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract A, Miromar Lakes - Unit Four, according to the plat thereof, as recorded in Plat Book 70, Page 48 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) within Block A as shown on the plat of Miromar Lakes - Unit Four, as recorded in Plat Book 70, Page 48 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **TIVOLI RESIDENTS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**TIVOLI RESIDENTS’
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Donald Miller, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Donald Miller, as President of Tivoli Residents’ Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract F, Miromar Lakes - Unit Four, according to the plat thereof, as recorded in Plat Book 70, Page 48 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) within Block B as shown on the plat of Miromar Lakes - Unit Four, as recorded in Plat Book 70, Page 48 of the Public Records of Lee County, Florida.

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

(space above this line for recording data)

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this “**Easement**”) is made and executed this ____ day of _____, 2019 by **ST. MORITZ RESIDENTS’ ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Grantor**”) and **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, (“**Grantee**”).

WITNESSETH:

Grantor, for and in consideration of the amount of TEN DOLLARS (\$10.00), the receipt of which is acknowledged, conveys, grants, bargains and sells unto Grantee a perpetual, non-exclusive easement, license and privilege for stormwater management and drainage through, beneath, into or across such stormwater lines, pipes, culverts, swales, and other stormwater management and drainage facilities, structures or improvements (collectively, the “**Drainage Facilities**”) as may be, from time to time, located upon or within that certain real property in Lee County, Florida legally described on **Exhibit “A”** attached and incorporated by reference (the “**Easement Area**”), together with an easement for ingress and egress over, in, upon and across the Easement Area as may be reasonably necessary to effectively utilize the easement rights granted in this Easement (the “**Easement Activity**”). The term “Easement Activity” includes the right to enter upon and construct, install, operate, maintain, replace and repair the Drainage Facilities. Grantor grants to Grantee, its successors and assigns, the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of conducting the Easement Activity pursuant to the terms of this Easement. Grantee will be responsible for maintaining and repairing any Drainage Facilities owned by Grantee within the Easement Area.

This Easement will be a covenant running with the land, is binding upon and will insure to the benefit of the parties to this Easement, and their successors and assigns. Grantor warrants that it is lawfully seized in fee simple of the land upon which this Easement is situated and it has good and lawful authority to convey this Easement.

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

Grantor has executed this Easement as of the date first written above.

GRANTOR:

**ST. MORITZ RESIDENTS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Randy Hicks, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Randy Hicks, as President of St. Moritz Residents' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

ACCEPTANCE BY GRANTEE

The foregoing Drainage Easement is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit "A"
Easement Area

Tract A, Miromar Lakes - Unit Four, according to the plat thereof, as recorded in Plat Book 70, Page 48 of the Public Records of Lee County, Florida.

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

(space above this line for recording data)

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this “**Easement**”) is made and executed this ____ day of _____, 2019 by **TIVOLI RESIDENTS’ ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Grantor**”) and **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, (“**Grantee**”).

WITNESSETH:

Grantor, for and in consideration of the amount of TEN DOLLARS (\$10.00), the receipt of which is acknowledged, conveys, grants, bargains and sells unto Grantee a perpetual, non-exclusive easement, license and privilege for stormwater management and drainage through, beneath, into or across such stormwater lines, pipes, culverts, swales, and other stormwater management and drainage facilities, structures or improvements (collectively, the “**Drainage Facilities**”) as may be, from time to time, located upon or within that certain real property in Lee County, Florida legally described on **Exhibit “A”** attached and incorporated by reference (the “**Easement Area**”), together with an easement for ingress and egress over, in, upon and across the Easement Area as may be reasonably necessary to effectively utilize the easement rights granted in this Easement (the “**Easement Activity**”). The term “Easement Activity” includes the right to enter upon and construct, install, operate, maintain, replace and repair the Drainage Facilities. Grantor grants to Grantee, its successors and assigns, the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of conducting the Easement Activity pursuant to the terms of this Easement. Grantee will be responsible for maintaining and repairing any Drainage Facilities owned by Grantee within the Easement Area.

This Easement will be a covenant running with the land, is binding upon and will insure to the benefit of the parties to this Easement, and their successors and assigns. Grantor warrants that it is lawfully seized in fee simple of the land upon which this Easement is situated and it has good and lawful authority to convey this Easement.

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

Grantor has executed this Easement as of the date first written above.

GRANTOR:

**TIVOLI RESIDENTS’
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Donald Miller, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Donald Miller, as President of Tivoli Residents’ Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

ACCEPTANCE BY GRANTEE

The foregoing Drainage Easement is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit "A"
Easement Area

Tract F, Miromar Lakes - Unit Four, according to the plat thereof, as recorded in Plat Book 70, Page 48 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **MIROMAR LAKES, LLC**, a Florida limited liability company ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

MIROMAR LAKES, LLC,
a Florida limited liability company

By: **MIROMAR DEVELOPMENT CORPORATION,**
a Florida corporation, its Sole Member

Witnesses:

Signature
Printed Name: _____

Signature
Printed Name: _____

By: _____
Robert B. Roop, Executive Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Robert B. Roop, as Executive Vice President of Miromar Development Corporation, a Florida corporation, the sole Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of said entities, who is personally known to me.

(SEAL)

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

EXHIBIT "A"

Tracts A and D, Miromar Lakes Unit VII – A, according to the plat thereof, as recorded as Instrument Number 20007000247202 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) shown on the plat of Miromar Lakes Unit VII – A, as recorded as Instrument Number 20007000247202 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **PORTO ROMANO AT MIROMAR LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**PORTO ROMANO AT
MIROMAR LAKES HOMEOWNERS
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Anthony Turco, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Anthony Turco, as President of Porto Romano at Miromar Lakes Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract R, Miromar Lakes Unit VIII, according to the plat thereof, as recorded in Plat Book 82, Page 7 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) as shown on the plat of Miromar Lakes Unit VIII, as recorded in Plat Book 82, Page 7 of the Public Records of Lee County, Florida.

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

(space above this line for recording data)

ASSIGNMENT OF RESERVATIONS

THIS ASSIGNMENT OF RESERVATIONS (this “**Assignment**”) is made and executed as of this ___ day of _____, 2019, by **MIROMAR LAKES, LLC**, a Florida limited liability company (“**Assignor**”) in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Assignee**”).

Reserving to itself all other rights, Assignor, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, non-exclusively grants, conveys, and assigns, unto Assignee, its legal representatives, successors and assigns for the purpose of accepting, constructing, operating, and/or maintaining public facilities within Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from the Reservations defined below), the rights and privileges that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the specified reservations contained and identified on **Exhibit “A”** attached and made a part of this Assignment as such reservations relate to or concern: (i) water management and drainage facilities; (ii) utilities; and/or (iii) access and maintenance of any improvements or assets of Assignee (the “**Reservations**”).

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

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

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

ASSIGNOR:

MIROMAR LAKES, LLC,
a Florida limited liability company

Witnesses:

By: **MIROMAR DEVELOPMENT CORPORATION,**
a Florida corporation, its Sole Member

Signature
Printed Name: _____

By: _____
Robert B. Roop, Executive Vice President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2019, by Robert B. Roop, as Executive Vice President of Miromar Development Corporation, a Florida corporation, the sole Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of said entities, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit A

1. All Drainage Easements (D.E.) reserved to Assignor and shown on the plat of Miromar Lakes Unit IX – Anacapri and Castelli, as recorded as Plat Book 82, Pages 71-75 of the Public Records of Lee County, Florida.

2. All Drainage Easements (D.E.) reserved to Assignor and shown on the plat of Miromar Lakes Unit X – Volterra, as recorded as Instrument Number 2005000010918 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **COSTA AMALFI HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**COSTA AMALFI HOMEOWNERS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Frederick Heine, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Frederick Heine, as President of Costa Amalfi Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

ACCEPTANCE BY GRANTEE

The foregoing Bill of Sale is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract R, Miromar Lakes Unit XIII – Costa Amalfi, according to the plat thereof, as recorded as Instrument Number 2008000338718 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) as shown on the plat of Miromar Lakes Unit XIII – Costa Amalfi, as recorded as Instrument Number 2008000338718 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **NAVONA HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**NAVONA HOMEOWNERS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Steve Turner, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Steve Turner, as President of Navona Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract R-2, Miromar Lakes Unit XIII – Peninsula, Phase Three, according to the plat thereof, as recorded as Instrument Number 2013000142438 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) within Block "B" as shown on the plat of Miromar Lakes Unit XIII – Peninsula, Phase Three, as recorded as Instrument Number 2013000142438 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **SALERNO HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**SALERNO HOMEOWNERS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Rich Pomeroy, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Rich Pomeroy, as President of Salerno Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract R-3, Miromar Lakes Unit XIII – Peninsula, Phase Three, according to the plat thereof, as recorded as Instrument Number 2013000142438 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) within Block "A" as shown on the plat of Miromar Lakes Unit XIII – Peninsula, Phase Three, as recorded as Instrument Number 2013000142438 of the Public Records of Lee County, Florida.

and

Tract R-5, Miromar Lakes Unit XIV– Peninsula, Phase Four, according to the plat thereof, as recorded as Instrument Number 2015000269567 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) within Block "A" as shown on the plat of Miromar Lakes Unit XIV – Peninsula, Phase Four, as recorded as Instrument Number 2015000269567 of the Public Records of Lee County, Florida.

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

Consideration: \$10.00
Parcel ID No.: 13-46-25-L2-0700B.16CE
13-46-25-L2-0700B.17CE
13-46-25-L2-0700B.19CE

Above space reserved for Clerk's office

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of March, 2019, by **PENINSULA IV HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as grantor ("Grantor") to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334, as grantee ("Grantee");

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

Tract B-16, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, as recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

Tract B-17, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

Tract B-19, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

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

TO HAVE AND TO HOLD, the Property together with all and singular the appurtenances to the Property belonging or otherwise relating, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use and benefit of Grantee forever.

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

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

PENINSULA IV HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

WITNESSES:

Signature of Witness

Print Name

Signature of Witness

Print Name

By: _____
Rich Pomeroy, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of March, 2019, by Rich Pomeroy, as President, of Peninsula IV Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

(Seal)

Notary Public, State of Florida
Expiration Date:

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

(space above this line for recording data)

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS (this "**Assignment**") is made and executed this _____ day of _____ 2019, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Assignor**") in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Assignee**").

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from all dedicated easements described below) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit "A" attached and incorporated by reference (the "**Dedications**"). The assignment of the Dedications will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to Lee County or another governmental entity.

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

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

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

Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

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

Witnesses:

Signature
Printed Name: _____

By: _____
Tim Byal, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Tim Byal, as President of Miromar Lakes Master Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

(SEAL)

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

ACCEPTANCE BY ASSIGNEE

The foregoing Assignment of Dedication is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit "A"

Unit XIV

Tracts B-16, B-17 and B-19, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, as recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida as open space for the purpose of landscaping and signage.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **PENINSULA IV HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the amount of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**PENINSULA IV HOMEOWNERS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Rich Pomeroy, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Rich Pomeroy, as President of Peninsula IV Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract B-16, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, as recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

Tract B-17, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

Tract B-19, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

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

(space above this line for recording data)

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS (this "**Assignment**") is made and executed this _____ day of _____ 2019, by **MIROMAR LAKES GOLF CLUB, LLC**, a Florida limited liability company ("**Assignor**") in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Assignee**").

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from all dedicated easements described below) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit "A" attached and incorporated by reference (the "**Dedications**"). The assignment of the Dedications will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to Lee County or another governmental entity.

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

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

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

Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

MIROMAR LAKES GOLF CLUB, LLC,
a Florida limited liability company

Witnesses:

By: **MIROMAR DEVELOPMENT CORPORATION,**
a Florida corporation, its Sole Member

Signature
Printed Name: _____

By: _____
Robert B. Roop, Executive Vice President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Robert B. Roop, as Executive Vice President of Miromar Development Corporation, a Florida corporation, the sole Member of Miromar Lakes Golf Club, LLC, a Florida limited liability company, on behalf of said entities, who is personally known to me.

(SEAL)

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

ACCEPTANCE BY ASSIGNEE

The foregoing Assignment of Dedication is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit “A”

All Drainage Easements (D.E.) shown on the plat of Miromar Lakes Unit XV – Villa D’Este, as recorded as Instrument Number 2016000002499 of the Public Records of Lee County, Florida.

and

All Lake Maintenance Easements (L.M.E.) shown on the plat of Miromar Lakes Unit XV – Villa D’Este, as recorded as Instrument Number 2016000002499 of the Public Records of Lee County, Florida.

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

(space above this line for recording data)

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS (this "**Assignment**") is made and executed this _____ day of _____ 2019, by **VILLA D'ESTE HOMEOWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Assignor**") in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Assignee**").

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from all dedicated easements described below) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit "A" attached and incorporated by reference (the "**Dedications**"). The assignment of the Dedications will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to Lee County or another governmental entity.

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

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

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

Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

**VILLA D'ESTE HOMEOWNER'S
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Jim Lukas, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Jim Lukas, as President of Villa D'Este Homeowner's Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

ACCEPTANCE BY ASSIGNEE

The foregoing Assignment of Dedication is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit “A”

All Drainage Easements (D.E.) shown on the plat of Miromar Lakes Unit XV – Villa D’Este, as recorded as Instrument Number 201600002499 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **MIROMAR LAKES GOLF CLUB, LLC**, a Florida limited liability company ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

MIROMAR LAKES GOLF CLUB, LLC,
a Florida limited liability company

Witnesses:

By: **MIROMAR DEVELOPMENT CORPORATION,**
a Florida corporation, its Sole Member

Signature
Printed Name: _____

By: _____
Robert B. Roop, Executive Vice President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Robert B. Roop, as Executive Vice President of Miromar Development Corporation, a Florida corporation, the sole Member of Miromar Lakes Golf Club, LLC, a Florida limited liability company, on behalf of said entities, who is personally known to me.

(SEAL)

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

ACCEPTANCE BY GRANTEE

The foregoing Bill of Sale is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract R1, Miromar Lakes Unit XV – Villa D’Este, according to the plat thereof, as recorded as Instrument Number 2016000002499 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) shown on the plat of Miromar Lakes Unit XV – Villa D’Este, as recorded as Instrument Number 2016000002499 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **MIROMAR LAKES, LLC**, a Florida limited liability company ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

MIROMAR LAKES, LLC,
a Florida limited liability company

By: **MIROMAR DEVELOPMENT CORPORATION,**
a Florida corporation, its Sole Member

Witnesses:

Signature
Printed Name: _____

By: _____
Robert B. Roop, Executive Vice President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Robert B. Roop, as Executive Vice President of Miromar Development Corporation, a Florida corporation, the sole Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of said entities, who is personally known to me.

(SEAL)

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

EXHIBIT "A"

Tract R1, Miromar Lakes Unit XV – Villa D’Este, according to the plat thereof, as recorded as Instrument Number 2016000002499 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) shown on the plat of Miromar Lakes Unit XV – Villa D’Este, as recorded as Instrument Number 2016000002499 of the Public Records of Lee County, Florida.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **VILLA D'ESTE HOMEOWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**VILLA D'ESTE HOMEOWNER'S
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Jim Lukas, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Jim Lukas, as President of Villa D'Este Homeowner's Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract R1, Miromar Lakes Unit XV – Villa D’Este, according to the plat thereof, as recorded as Instrument Number 2016000002499 of the Public Records of Lee County, Florida.

and

All Drainage Easements (D.E.) shown on the plat of Miromar Lakes Unit XV – Villa D’Este, as recorded as Instrument Number 2016000002499 of the Public Records of Lee County, Florida.

Exhibit "A"
Conveyance Documents

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

Consideration: \$10.00
Parcel ID No.: 13-46-25-L2-0700B.16CE
13-46-25-L2-0700B.17CE
13-46-25-L2-0700B.19CE

Above space reserved for Clerk's office

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of March, 2019, by **PENINSULA IV HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as grantor ("Grantor") to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334, as grantee ("Grantee");

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

Tract B-16, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, as recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

Tract B-17, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

Tract B-19, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

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

TO HAVE AND TO HOLD, the Property together with all and singular the appurtenances to the Property belonging or otherwise relating, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use and benefit of Grantee forever.

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

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

PENINSULA IV HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

WITNESSES:

Signature of Witness

Print Name

Signature of Witness

Print Name

By: _____
Rich Pomeroy, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of March, 2019, by Rich Pomeroy, as President, of Peninsula IV Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

(Seal)

Notary Public, State of Florida
Expiration Date:

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

(space above this line for recording data)

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS (this "**Assignment**") is made and executed this _____ day of _____ 2019, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Assignor**") in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Assignee**").

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from all dedicated easements described below) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit "A" attached and incorporated by reference (the "**Dedications**"). The assignment of the Dedications will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to Lee County or another governmental entity.

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

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

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

Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

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

Witnesses:

Signature
Printed Name: _____

By: _____
Tim Byal, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Tim Byal, as President of Miromar Lakes Master Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

(SEAL)

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

ACCEPTANCE BY ASSIGNEE

The foregoing Assignment of Dedication is accepted by Miromar Lakes Community Development District as of this _____ day of _____, 2019.

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

ATTEST:

James P. Ward, Secretary

By: _____
David Herring, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by David Herring, as Chairman of Miromar Lakes Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

Exhibit "A"

Unit XIV

Tracts B-16, B-17 and B-19, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, as recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida as open space for the purpose of landscaping and signage.

BILL OF SALE, ABSOLUTE
Stormwater

On this ____ day of _____, 2019, **PENINSULA IV HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantor**"), in consideration of the amount of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities lying ("Stormwater Improvements**") within or located on the land more particularly described on Exhibit "A" attached (the "**Property**")**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

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

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

**PENINSULA IV HOMEOWNERS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

Signature
Printed Name: _____

By: _____
Rich Pomeroy, President

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this ____ of _____, 2019, by Rich Pomeroy, as President of Peninsula IV Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

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

EXHIBIT "A"

Tract B-16, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, as recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

Tract B-17, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

Tract B-19, Miromar Lakes Unit XIV - Peninsula Phase Four, according to the plat thereof, recorded at instrument number 2015000269567 of the Public Records of Lee County, Florida.

RESOLUTION NO. 2019-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT ACCEPTING CONVEYANCES RELATING TO THE MASTER STORMWATER MANAGEMENT WITHIN THE DISTRICT; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, reclaimed water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting and other public improvements; and

WHEREAS, the District owns, operates and maintains the master stormwater management system within the District for the benefit of property owners and residents within the District; and

WHEREAS, the District desires to accept certain conveyances of portions of the master stormwater management system, including certain property rights to operate the same. .

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

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

SECTION 2. ACCEPTANCE OF CONVEYANCES. The District hereby desires to accept the conveyance of portions of the master stormwater management system, including certain property rights, pursuant to the documents attached as Exhibit "A" (the "**Conveyance Documents**").

SECTION 3. DELEGATION OF AUTHORITY. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Conveyance Documents as necessary to evidence the District's acceptance of the subject conveyances. The Vice Chairman, Secretary, and any Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any Conveyance Documents signed by the Chairman or Vice Chairman (in the Chairman's absence), if necessary or required.

SECTION 4. 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 5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

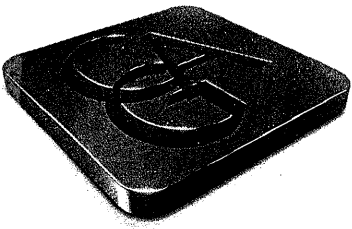
PASSED AND ADOPTED at a meeting of the Board of Supervisors of Miromar Lakes Community Development District this 14th day of March, 2019.

Attest:

**MIROMAR LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

David Herring, Chairman



Memorandum

Date: March 1, 2019
To: James P. Ward- District Manager
From: Bruce Bernard - Field Asset Manager
Subject: Miromar Lakes CDD – February 2019
CGA Project # 13-5692

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

GSA Contract Holder

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

Lake Maintenance

CDD Staff has been receiving the requested "Access Consent" forms from individual property owners within this year's capital improvements erosion program. As not all requested forms have been submitted, CDD Staff is pursuing those that are currently outstanding. Lake bank maintenance projects have begun in both the Portofino and Montebello subdivisions, where approvals have been obtained. These capital improvements are scheduled to be completed in May 2019.

The water quality environmental testing firm / contractor, GHD Services, has completed this round of tri-annual water quality sampling and testing for Lake 6. The sampling occurred entering Lake 6 at two locations, within Lake 6 at two locations, and exiting Lake 6 at the south weir. Also included was sampling of Lake 3 at the west outfall. All samples tested are within acceptable standards. Water quality sampling test results attached.

Stormwater Maintenance

CDD staff has provided plans to the CDD's drainage structure maintenance contractor (M.R.I.) for the purpose of securing a cost proposal for this fiscal year's stormwater maintenance. The CDD's contractor will clean and inspect identified outfall piping and drainage structures, as required, for all locations within the first year of the plan.



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

GSA Contract Holder

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

www.cgasolutions.com

Hurricane Irma

CDD staff has received its first reimbursement check from the Federal Emergency Management Agency (FEMA). The reimbursement, in the amount of \$9,100, is roughly 75% of the irrigation repairs costs associated with and as a result of the storm event. The FEMA regulations required CGA staff to separate the irrigation repair costs from the debris removal and clean-up costs into two separate submissions for projects reimbursement consideration. CDD staff is currently awaiting the FEMA reimbursement for the debris removal and clean-up submission.

Permit Compliance

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

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

Shoreline erosion mitigation efforts have been incorporated into the CDD Capital Improvements budget(s) from 2016-2020. The CDD itself has taken efforts to implement the maintenance repairs with prior approval from affected Homeowners Associations (HOA's). Shoreline erosion mitigation has begun and has been completed in seven of the fourteen subdivisions to be repaired.

2. Application 030128-2 Mediterranean Village Phase 4 Vivaldi
 - a. Lake bank erosion - Erosion to lake shoreline has occurred in some areas on Lake 6H. Restore the lake shoreline to comply with permit.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

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

Civil Engineering/Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
Contract Government
Services
Data Technologies &
Development
Electrical Engineering
Emergency Management
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
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January 30, 2019

Reference No. 11147356

Mr. Bruce Bernard
Manager of Field Operations
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

Dear Mr. Bernard:

Re: **Water Quality Sampling Report – December 2018**
Lakes 3 and 6 – Miromar Lakes
Fort Myers, Lee County, Florida

GHD Services Inc. (GHD) is pleased to present the results of our water quality sampling services for Lakes 3 and 6 – Miromar Lakes. The sampling event consisted of the collection of surface water samples from a total of four (4) test locations (WQ #1 through #4) from Lake 6 – Miromar Lakes, and one (1) location (WQ #5) at the outfall of Lake 3 within the Miromar Lakes Golf Club as identified on **Figure 1**.

The sampling plan includes sample collection at the following locations and depths:

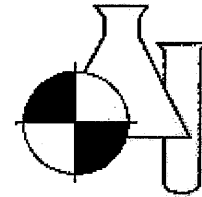
Sample Identification	Sampling Location	Sample Depth
WQ Location #1	Rip Rap in front of the Miromar Lakes Pkwy Bridge	18 inches
WQ Location #2	Mouth of Canal (west of Via Portofino Way)	18 inches
WQ Location #3A	Back of Weir (southeast of Via Navona Way)	18 inches
WQ Location #3B	Front of Weir (southeast of Via Navona Way)	36 inches
WQ Location #4	Beach front (east of the Miromar Lakes Pkwy & Montlelago Ct.)	18 inches
WQ Location #5	Lake 3 Outfall within the Miromar Lakes Golf Club	18 inches

Conductivity, dissolved oxygen, pH, and temperature were measured in the field with a calibrated YSI Model 556 multiparameter water quality meter. Turbidity and total water depth were also measured. Surface Water Field Sheets are attached. Field data is summarized in **Table 1**.

With the exception of WQ Location #3B, samples are collected using direct-dip sampling methods. Sample WQ Location 3B is collected using a Van Dorn discrete depth sampler. The samples are capped, labeled, packed on ice, and transported to Benchmark EnviroAnalytical, Inc., in North Port, Florida. Benchmark EnviroAnalytical, Inc. is certified by the State of Florida and NELAP (National Environmental Laboratory Accreditation Conference). Laboratory analysis are conducted for 5-Day Biochemical Oxygen Demand (BOD5), Total Suspended Solids (TSS), Total Nitrogen, nitrogen speciation (ammonia, TKN, and nitrate + nitrite), Total Phosphorus, Ortho Phosphorus (Field Filtered) and Chlorophyll-a.

BENCHMARK

EnviroAnalytical Inc.



NELAC Certification #E84167

ANALYTICAL TEST REPORT

THESE RESULTS MEET NELAC STANDARDS

Submission Number : 18120595

G H D Services, Inc.
2675 Winkler Ave., Ste. 180
Fort Myers, FL 33901

Project Name : MIROMAR LAKES WQM QTLY
Date Received : 12/12/2018
Time Received : 1525

Submission Number: 18120595 Sample Date: 12/11/2018
Sample Number: 001 Sample Time: 1130
Sample Description: WQL #1 Sample Method: Grab

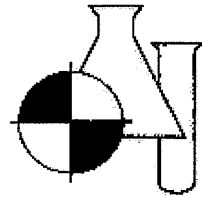
Parameter	Result	Units	MDL	PQL	Procedure	Analysis Date/Time	Analyst
AMMONIA NITROGEN	0.008 J	MG/L	0.008	0.032	350.1	12/17/2018 11:38	KM
TOTAL KJELDAHL NITROGEN	0.832	MG/L	0.05	0.20	351.2	12/18/2018 16:00	PN
ORTHO PHOSPHORUS AS P	0.014	MG/L	0.002	0.008	365.3	12/12/2018 17:50	CE
TOTAL PHOSPHORUS AS P	0.026 I	MG/L	0.008	0.032	365.3	12/14/2018 15:36	CE
CHLOROPHYLL A	6.92	MG/M3	0.25	1.00	445.0	12/14/2018 14:34	FM
TOTAL SUSPENDED SOLIDS	4.20	MG/L	0.570	2.280	SM2540D	12/13/2018 13:21	CB
BIOCHEMICAL OXYGEN DEMAND	1.85 I	MG/L	1	4	SM5210B	12/12/2018 15:52	LD/LD
NITRATE+NITRITE AS N	0.007 F	MG/L	0.008	0.024	SYSTEAS EASY	12/14/2018 11:55	JW
TOTAL NITROGEN	0.698	MG/L	0.05	0.20	SYSTEAS+351	12/18/2018 16:00	PN/JW

Submission Number: 18120595 Sample Date: 12/11/2018
Sample Number: 002 Sample Time: 1110
Sample Description: WQL #2 Sample Method: Grab

Parameter	Result	Units	MDL	PQL	Procedure	Analysis Date/Time	Analyst
AMMONIA NITROGEN	0.008 U	MG/L	0.008	0.032	350.1	12/17/2018 11:41	KM
TOTAL KJELDAHL NITROGEN	0.693	MG/L	0.05	0.20	351.2	12/18/2018 16:07	PN
ORTHO PHOSPHORUS AS P	0.008	MG/L	0.002	0.008	365.3	12/12/2018 18:02	CE
TOTAL PHOSPHORUS AS P	0.008 I	MG/L	0.008	0.032	365.3	12/14/2018 12:58	CE
CHLOROPHYLL A	8.90	MG/M3	0.25	1.00	445.0	12/14/2018 14:34	FM
TOTAL SUSPENDED SOLIDS	4.67	MG/L	0.570	2.280	SM2540D	12/13/2018 13:21	CB
BIOCHEMICAL OXYGEN DEMAND	1.40 I	MG/L	1	4	SM5210B	12/12/2018 15:52	LD/LD
NITRATE+NITRITE AS N	0.008 I	MG/L	0.008	0.024	SYSTEAS EASY	12/14/2018 11:57	JW
TOTAL NITROGEN	0.698	MG/L	0.05	0.20	SYSTEAS+351	12/18/2018 16:07	PN/JW

BENCHMARK

EnviroAnalytical Inc.



VEHAC Certification #ES4167

TOTAL SUSPENDED SOLIDS	2.33	MG/L	0.570	2.280	SM2540D	12/13/2018	13:21	CB
BIOCHEMICAL OXYGEN DEMAND	1 U	MG/L	1	4	SM5210B	12/12/2018	15:52	LD/LD
NITRATE-NITRITE AS N	0.008 U	MG/L	0.008	0.024	SYSTEAS EASY	12/14/2018	11:59	JW
TOTAL NITROGEN	0.885	MG/L	0.06	0.20	SYSTEAS+351	12/18/2018	16:11	PN/JW

Submission Number: 18120595
 Sample Number: 006
 Sample Description: WQL #5

Sample Date: 12/11/2018
 Sample Time: 0730
 Sample Method: Grab

Parameter	Result	Units	MDL	PQL	Procedure	Analysis Date/Time	Analyst
AMMONIA NITROGEN	0.008 U	MG/L	0.008	0.092	350.1	12/17/2018 11:48	KM
TOTAL KJELDAHL NITROGEN	0.844	MG/L	0.05	0.20	351.2	12/18/2018 14:58	PN
ORTHO PHOSPHORUS AS P	0.019	MG/L	0.002	0.008	365.3	12/12/2018 18:08	CE
TOTAL PHOSPHORUS AS P	0.024 U	MG/L	0.008	0.032	365.3	12/14/2018 13:02	CE
CHLOROPHYLL A	15.4	MG/M3	0.25	1.00	445.0	12/14/2018 14:34	FM
TOTAL SUSPENDED SOLIDS	3.00	MG/L	0.570	2.280	SM2540D	12/13/2018 13:21	CB
BIOCHEMICAL OXYGEN DEMAND	1.38 U	MG/L	1	4	SM5210B	12/12/2018 15:52	LD/LD
NITRATE-NITRITE AS N	0.048 U	MG/L	0.008	0.024	SYSTEAS EASY	12/14/2018 12:00	JW
TOTAL NITROGEN	0.857	MG/L	0.06	0.20	SYSTEAS+351	12/18/2018 14:58	PN/JW

Table 1 - Analytical Results Summary
 Mironar Lakes, Fort Myers, Florida
 December 2018

Sample Location/Sample ID: Sample Date: Field Parameters	WQ Location #1 / WQ/L1				WQ Location #2 / WQ/L2				WQ Location #3B / WQ/L3B				WQ Location #5 / WQ/L5							
	4/27/16	8/3/2016	10/31/16	1/31/17	5/4/17	8/2/17	12/6/17	4/26/18	8/22/18	12/11/18	4/27/16	8/3/2016	10/31/16	1/31/17	5/4/17	8/2/17	12/6/17	4/26/18	8/22/18	12/11/18
Field Parameters																				
Total Water Depth	7.66	NS	6.1	5.93	3.5	6.2	4.89	2.90	5.7	4.95	7.43	NS	9.2	8.95	6	6.2	8.01	6.00	10.2	8.65
Sample Depth	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Conductivity, field	408	363	387	369.3	405	413.1	346.2	407.3	354.6	312.7	422	359	384	385.7	414	435.0	630.9	417.0	363.7	321.2
Dissolved oxygen (DO), field	8.03	8.19	7.92	8.13	7.95	8.23	8.08	8.37	8.24	8.31	7.67	8.07	8.07	8.05	7.87	8.21	8.11	8.03	8.03	8.08
pH, field	8.44	8.31	8.44	8.31	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23	8.23
Temperature, field	27.08	30.8	24	19.5	28.0	31	24.3	27.7	30.6	21.1	27.62	30.4	24.1	19.5	26.7	30.5	23.7	27.5	30.4	20.5
Turbidity, field	2.41	3.44	3.55	4.64	8.16	5.05	3.02	2.90	5.53	4.39	3.97	31.71	4.38	4.66	7.15	3.12	3.20	8.22	3.75	3.76
Wet Parameters																				
Ammonia-N	U	0.026	U	0.035	0.008 U	0.008 U	0.028 U	0.008 U	0.022 U	0.008 U	U	0.019	U	0.071	0.008 U	0.008 U	0.038	0.008 U	0.008 U	0.008 U
Total Kjeldahl nitrogen (TKN)	0.626	0.878	0.911	0.958	0.611	0.580	0.629	0.551	0.565	0.632	0.745	1.15	0.900	1.04	0.507	0.641	0.710	0.675	0.613	0.693
Total nitrogen	0.626	0.878	0.911	0.974	0.616	0.592	0.629	0.585	0.574	0.639	0.745	1.15	0.900	1.04	0.514	0.645	0.710	0.690	0.618	0.698
Nitrite/Nitrate	U	U	U	0.006	0.005	0.012	0.004 U	0.014	0.009	0.007	U	U	0.012	U	0.007	0.004	0.004	0.015	0.005	0.008
Ortho phosphorus (Field Filtered)	0.074	0.071	0.030	0.072	0.027	0.038	0.026	0.014	0.017	0.014	0.077	0.070	0.064	0.075	0.028	0.050	0.025	0.015	0.020	0.006
Total phosphorus	0.087	0.091	0.068	0.098	0.027	0.041	0.121	0.071	0.018	0.026	0.079	0.087	0.086	0.031	0.054	0.065	0.042	0.023	0.008 U	0.009
Chlorophyll A	5.91	7.32	7.86	11.1	8.42	9.27	5.25	10.1	10.1	6.92	6.59	7.28	8.08	11.7	7.76	7.13	5.42	8.35	9.06	8.80
Total suspended solids (TSS)	2.35	3.49	4.80	7.90	7.80	6.15	3.67	4.00	4.20	4.20	4.21	3.90	4.60	7.20	6.60	2.60	3.60	8.00	1.00	1.01
Biochemical oxygen demand (total BOD5)	0.706	U	U	1.061	1.40	1.05	1 U	1.16	1.21	1.85	0.778	U	U	1.33	1.13	1 U	1.36	1.36	1.89	1.10
Field Parameters																				
Total Water Depth	3.78	3.64	3.52	2.81	1.5	4.6	3.35	3.2	3.6	5.87	3.78	4	3.52	2.98	2	4.6	6.94	3.2	3.6	5.87
Sample Depth	1.5	1.5	1.5	1.5	1.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Conductivity, field	406	329	255	375.7	430	200.4	339	418.9	365.1	323	405	341	369	313.1	405	364.1	338.6	NS	354.5	322.4
Dissolved oxygen (DO), field	7.31	8.0	6.99	7.96	9.02	1.38	6.49	6.16	7.33	8.44	7.32	6.22	6.82	6.58	8.06	5.59	5.87	NS	6.32	6.32
pH, field	8.44	8.0	8.0	8.0	8.44	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Temperature, field	27.0	29.7	23.2	20.1	33.7	27.3	23.5	27.6	30.5	20.8	26.55	30.3	24.1	16.9	26.5	30.0	23.3	NS	30.6	20.3
Turbidity, field	7.64	78.77	3.48	6.42	98.9	2.98	3.05	3.94	3.03	4.20	7.95	10.03	3.15	21.38	3.93	4.15	2.84	NS	26.26	7.10
Wet Parameters																				
Ammonia-N	U	0.029	0.044	0.027	0.008 U	0.008 U	0.009 U	U	0.023 U	0.008 U	U	0.15	U	0.097	0.008 U	0.008 U	0.028	NS	0.015	0.008 U
Total Kjeldahl nitrogen (TKN)	0.381	0.949	1.11	1.06	0.942	0.634	0.645	0.621	0.621	0.949	0.736	0.880	1.04	2.90	0.462	0.715	0.731	NS	0.757	0.722
Total nitrogen	0.581	0.949	1.13	1.06	0.942	0.650	0.634	0.658	0.628	0.954	0.744	0.880	1.05	2.90	0.472	0.715	0.731	NS	0.763	0.727
Nitrite/Nitrate	U	U	U	0.021	U	0.008 U	0.008 U	0.014 U	0.013	0.006 U	0.008 U	U	0.012	U	0.010	0.004 U	0.004 U	NS	0.006	0.006 U
Ortho phosphorus (Field Filtered)	0.073	0.012	0.051	0.012	0.018	0.029	0.031	0.016	0.020	0.025	0.088	0.064	0.029	0.012	0.029	0.226	0.272	NS	0.020	0.022
Total phosphorus	0.088	0.026	0.052	0.033	0.090	0.039	0.048	0.024	0.008 U	0.019	0.092	0.098	0.031	0.168	0.054	1.08	0.501	NS	0.013	0.033
Chlorophyll A	5.76	8.71	10.1	10.4	24.9	10.1	4.83	7.85	10.6	8.15	5.99	7.05	7.57	64.5	5.44	9.14	3.94	NS	10.3	7.61
Total suspended solids (TSS)	7.05	6.42	5.11	7.20	95.0	3.80	3.80	3.60	6.00	4.33	7.11	5.78	4.80	44.7	4.20	4.80	3.20	NS	26.0	3.33
Biochemical oxygen demand (total BOD5)	U	U	U	1.11	10.6	1.30	1 U	1.12	1.66	1.19	0.558	U	U	6.47	1 U	1.48	1 U	NS	2.01	1 U
Field Parameters																				
Total Water Depth	12	7.77	14.88	7.91	5.0	10.7	7.9	6.90	11.8	10.1	NS	2	2.03	1.42	2.5	4.32	2.84	S	2.7	1.10
Sample Depth	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	NS	1.5	1.5	0.5	1.5	1.5	1.5	S	1.5	0.5
Conductivity, field	403	340	373	361.8	405	404.8	342.0	399.7	342	310.3	NS	411	515	462.0	484	478.4	447.9	484.1	405.1	427.2
Dissolved oxygen (DO), field	7.72	6.55	7.14	8.08	8.33	5.02	5.73	7.13	6.96	7.84	NS	4.84	6.22	6.98	8.50	8.03	4.21	5.47	6.09	4.21
pH, field	8.59	8.31	7.59	8.10	7.65	8.16	8.06	8.39	8.34	7.99	NS	7.83	7.77	7.85	7.77	7.77	8.10	7.66	7.80	6.36
Temperature, field	26.71	31.1	24.5	19.8	28.1	30.3	24.1	26.8	30.5	20.9	NS	30.6	26.4	17.7	29.3	31.5	23.6	26.6	30.4	19.8
Turbidity, field	1.87	2.04	4.44	3.02	3.11	1.81	2.46	3.38	3.56	4.10	NS	2.08	3.62	3.60	5.77	4.65	1.99	4.93	3.40	4.18
Wet Parameters																				
Ammonia-N	U	0.023	U	0.023	0.008 U	0.008 U	0.026 U	0.008 U	0.014 U	0.008 U	NS	0.033	U	0.008	0.008 U	0.008 U	0.034	0.008 U	0.010	0.008 U
Total Kjeldahl nitrogen (TKN)	0.868	0.857	0.780	0.976	0.518	0.570	0.612	0.610	0.640	0.885	NS	0.845	0.796	0.962	0.756	0.756	0.854	1.11	0.857	0.944
Total nitrogen	0.868	0.857	0.808	0.976	0.524	0.570	0.612	0.623	0.645	0.885	NS	0.845	0.794	0.962	0.762	0.762	0.854	1.13	0.863	0.957
Nitrite/Nitrate	U	U	U	0.006	0.004 U	0.004 U	0.004 U	0.013	0.005	0.006 U	NS	U	0.008 U	U	0.008 U	0.004 U	0.016	0.016	0.006	0.013
Ortho phosphorus (Field Filtered)	0.094	0.017	0.024	0.017	0.030	0.044	0.027	0.019	0.017	0.022	NS	0.022	0.042	0.017	0.027	0.019	0.022	0.016	0.015	0.019
Total phosphorus	0.101	0.021	0.027	0.038	0.048	0.067	0.038	0.030	0.044	0.043	NS	0.065	0.042	0.036	0.035	0.067	0.046	0.027	0.025	0.024
Chlorophyll A	4.92	7.11	7.78	9.09	3.94	9.31	4.62	6.66	10.5	8.43	NS	15.1	12.5	13.9	16.0	25.0	17.3	27.6	19.25	15.4
Total suspended solids (TSS)	2.33	2.84	3.60	5.20	3.26	2.60	1.80	2.00	5.50	2.33	NS	4.10	4.80	5.00	8.11	11.0	6.70	6.20	4.00	3.00
Biochemical oxygen demand (total BOD5)	U	U	U	1.09	1 U	1 U	1 U	1.16	1.47	1 U	NS	1.31	1.56	1.36	2.41	2.14	1.64	3.38	1.15	1.38

NS - Not detected at the associated reporting limit
 S - Sample collected from edge of lake
 U - Not detected at the associated reporting limit
 i - Reported value is between the laboratory method detection limit and the practical quantitation limit



SHEET TITLE: Sample Location Plan FIGURE: 1	DESIGNED: JR	PROJECT #: 11147356
	DRAWN: JR	DATE: Dec 2018
	CHECKED:	CAD FILE:



SITE:
 Water Quality Sampling Report
 - December 2018
 Lakes 3 and 6 - Miromar Lakes
 Fort Myers, Lee County, Florida