
Miromar Lakes Community Development District

Agenda

August 20, 2015



Visit our Web Site at: www.miromarlakescdd.org

Prepared by:

JPWARD AND ASSOCIATES LLC

*2041 Northeast 6th Avenue
Wilton Manros, FL. 33305
E-MAIL: WARD9490@COMCAST.NET
PHONE: (954) 658-4900*

MIROMAR LAKES

COMMUNITY DEVELOPMENT DISTRICT

August 14, 2015

Board of Supervisors
Miromar Lakes Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors and the attorney/client executive session of the Miromar Lakes Community Development District will be held on **Thursday, August 20, 2015, at 2:00 P.M.** at the **Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

1. Call to Order & Roll Call
2. Consideration of Minutes
 - a) July 1, 2015 Regular Meeting
3. Continued Discussion of the Fiscal Year 2016 Proposed Budget.
4. Consideration of Settlement Agreement related to the matter of Miromar Lakes Community Development District, Petitioner, vs. Alico West Fund, LLC and South Florida Water Management District, Respondents; Case No. 15-1051, State of Florida, Division of Administrative Hearings.
5. Consideration of Request by Miromar Development Corporation to transfer approximately 5,600 l.f. of existing lake shoreline located on the east side of Lake 1A back to the developer in exchange for a completed lake located in the Phase III Peninsula development.
6. Consideration of Request by Miromar Development Corporation to amend and restate an easement related to the connection to Lakes 5/6, to conform the easement to actual with of the waterway.
7. Staff Reports
 - a) Attorney
 - b) Engineer
 - c) Asset Manager
 - d) District Manager
 - i. Financial Statements for the period ending June 30, 2015
8. Supervisor's Requests and Audience Comments.
9. Adjournment

The second order of business is consideration of the minutes July 1, 2015 minutes.

The third order of business is a continuation of any discussions on the proposed Fiscal Year 2016 Budget.

The Public Hearing scheduled for Tuesday, September 15, 2015 at 2:00 P.M. in the Beach Clubhouse.

The maximum assessment rate for the general fund is set at \$672.71 per unit for on-roll and \$645.80 for off-roll, and may be lowered before or during the public hearing for adoption, however may not be increased.

The required 30 day mailed notices have been sent to all property owner's. As of the date of this writing, I have received two calls only, one dealing with an address, the second asking how this is billed.

The fourth order of business is discussion of the proposed settlement agreement with Alico West Fund, LLC and the South Florida Water Management District relative to the issuance of the SFWMD permit to Alico West Fund, LLC for the Center Place Project.

As you know, beginning Monday, August 17, 2015 this matter will begin trial phase which is anticipated to last the entire week of August 17th. As such, the proposed settlement agreement may or may not be necessary for consideration based on the trial. However, enclosed are both a blacklined version of the settlement agreement, where the blacklining are the changes proposed by this District's professional staff to the proposed settlement agreement from Alico West Fund LLC. There is also enclosed a clean version which include this District's professional staff modifications.

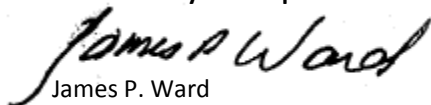
The fifth order of business is consideration of a request by Miromar Development Corporation to transfer approximately 5,600 l.f. of existing lake shoreline located on the east side of Lake 1A back to the developer in exchange for a completed lake located in the Phase III Peninsula development. Please see the outline of the proposed request in the attached cover memorandum from Hole Montes.

The sixth order of business is consideration of a request by Miromar Development Corporation to amend and restate an easement for an existing connection to Lakes 5/6. Please see the outline of the proposed request in the attached memorandum from the District Attorney.

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 Miromar Lakes Community Development District's Board of Supervisors was held on Wednesday, July 1, 2015, at 2:00 p.m., at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum were:

Mike Hendershot	Chairman
David Herring	Assistant Secretary
Alan Refkin	Assistant Secretary

Staff present:

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

Audience present:

Tim Byal	Miromar Development Corporation
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FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:00 p.m.. The record should reflect that all members of the Board were present with the exception of Supervisors Ballinger and Donoho.

SECOND ORDER OF BUSINESS

Consideration of Minutes

a. June 11, 2015, Regular Meeting

Mr. Ward stated if you have any additions, corrections or deletions, it would be appropriate at this time to so indicate. Otherwise, a motion for their approval would be in order.

Mr. Hendershot referred to page 11, in the last paragraph, rather than crabs, it should say Krebs. On page two put the word Counsel after Special, so it read Special

Counsel Smith. On page five, the sentence under the red highlighted wording, it should read, “... or other water testing we’re doing” rather than going, “... for Alico West.”

Mr. Ward asked any other additions, corrections or deletions? Hearing none, a motion to approve the minutes as amended would be in order.

On MOTION by Mr. Hendershot and seconded by Dr. Herring, with all in favor of approving the June 11, 2015, Regular Meeting minutes as amended.

THIRD ORDER OF BUSINESS

Continued discussion of the Fiscal Year 2016 proposed budget.

Mr. Ward stated item three on your agenda is a continued item that we’ve carried for a couple months now, which is your proposed Fiscal Year (FY) 2016 budget. As I had mentioned to you at your last meeting, the staff doesn’t really have any additional comments or presentations with respect to the detail of the budget. However, when we started this process, I had mentioned this would probably be our last meeting that we would have the ability to make any changes before we had to do the mailed notices.

Mailed notice is scheduled to go out the last week of July, so barring any more changes to this budget today, we will be doing the mailed notice of these rates that are contained in this budget.

Mr. Hendershot stated I think it would be a good idea if we can quantify or at least have a good explanation as to those items that represent the difference between last year and this year, or the cause for the notice. It’s in addition to the litigation fees, it’s our general counsel fees that were raised, I presume, for that reason, the engineering services that were raised, and then the capital improvements, I guess, that we’re making that were broken out in the budget as well.

Mr. Ward stated right. I actually have that included in your agenda summary, but I’ll see how to capsule that in the letter that I do for the residents when we send it out.

Mr. Byal asked do you generally send that letter around for review before it goes?

Mr. Ward stated not generally.

Mr. Urbancic stated there are some things in there that have to be in there, that we just have to put in there from a statutory perspective, and I know that’s in the form.

Mr. Ward stated the letter is basically a standard, two-page letter that I've done for years that we have. I can add the summary information we have in here, but what's in there is basically required by law to go in there at this point in time.

Mr. Hendershot stated I also noticed that the public area landscaping went up significantly from last year to this year, from \$361 up to \$434. That might be queried as well.

Mr. Ward stated yes, we can go over that, but as I think I had mentioned to you in May that your overall budget on that is really up only \$30,000 for the whole landscaping program for last year, ten of which is related to contingency line items. The rest is a slight increase in Estate program costs, which haven't changed in whatever it's been, five or six years now.

Dr. Herring stated the quality will improve along with the additional funds.

Mr. Ward stated along with the payment of those funds, exactly.

Mr. Hendershot stated another question I had. There's a line items in one of the things for university, on page 13, under the 2012 bonds, what's the university line item?

Mr. Ward stated that is their proportionate share of the operating and maintenance budget only, not the 2012 bonds.

Mr. Hendershot stated oh, it's the General Fund.

Dr. Herring asked they purchased that piece of property on the other side of the road?

Mr. Hendershot stated yes.

Mr. Byal stated it's in the District, so they inherited that corner that they purchased. They inherited some CDD obligations. Not a full obligation, but a designated payment of the operating costs.

Mr. Urbancic stated we have an interlocal agreement with them, because assessing the other entities is a problem, but they agree, knowing that they got benefit from our systems.

Mr. Ward stated any more questions on the budget? If not, we'll go to a public hearing in September with the proposed budget that we have. Probably, I'll be asking Tim if there's a little larger venue in this building that we could use for the public hearing, just in case we get people that show up.

Mr. Byal asked is the theater large enough?

Mr. Hendershot stated probably it would be.

Mr. Byal stated yes, we'll do it in a theater.

Mr. Ward asked in the theater?

Mr. Byal stated right.

Mr. Ward stated okay, that would be perfect.

Mr. Hendershot stated I hope that it would be, particularly this time of the year.

Mr. Byal asked can you contact them for arrangements and copy me?

Mr. Ward stated okay. Usually Mike is the person, Mike Fabian.

Dr. Herring stated asked have we talked about the dates for the next two meetings?

Mr. Ward stated not the September meeting, just till August.

Dr. Herring asked and have we changed that date?

Mr. Ward stated I haven't changed it yet. I was going to probably next week some time.

Dr. Herring stated before you put dates in here and I'm not available for the August or September published dates that we have, so I don't know if you want, if it's necessary that I be here I would think, but I'm out of the Country, so.

Mr. Ward stated August, it's not a big issue, but September is a problem, because it's the public hearing on your budget. I guess we can change it today.

Dr. Herring asked so it would be September 10th, is that correct?

Mr. Ward stated the publish date is the tenth.

Dr. Herring stated won't be coming back until late that night. I don't know how everybody else - -

Mr. Refkin asked what's the August date again?

Mr. Ward stated well August is normally the 13th, but David's out of town, and I was probably going to try to change that.

Mr. Refkin stated as long as it's not any time between the first and the seventh or eighth, I'm out of the Country, a long way out the Country.

Mr. Hendershot asked August or September?

Mr. Refkin stated September, I'm fine.

Mr. Ward stated September you have two choices, you either have to make the change the date today for notice purposes.

Dr. Herring stated that's why I bring it up.

Mr. Ward stated I don't know what Bernie's schedule is, and I clearly don't know what Doug's schedule is.

Mr. Refkin stated I can call him up, Doug, and ask him.

Mr. Ward, Doug's gone. I left him a message earlier today.

Mr. Refkin stated he's in Denver. I think he's in Denver, isn't he? Yes, he's in Denver.

Mr. Ward stated yes, he hasn't called me back, and he's usually very good about doing that. What are your thoughts? You know these two better than I do.

Mr. Refkin stated September I'm fine.

Mr. Hendershot stated we need to make sure we've got a quorum with whatever date we have, however we do that.

Mr. Ward stated yes.

Dr. Herring asked can we check that outside of this meeting, and then can you get in touch with us and see.

Mr. Ward stated no, it's a scheduled public hearing date, so I will actually have to do this by resolution and motion today to change it.

Dr. Herring asked can I be here via teleconference?

Mr. Ward stated yes.

Mr. Urbancic stated we have to have three physically here though.

Mr. Hendershot asked are you on the plane coming back?

Dr. Herring stated I'll have to look at my plane schedules exactly.

Mr. Urbancic stated we have to have it done by the 15th as well.

Mr. Ward stated yes, I've got a really short window, because there's four to six weeks of legal advertising to do for this hearing, so we don't have a lot of choice here.

Mr. Bernard stated he'll be back, telling him the 10th, could we do it the 11th Jim?

Mr. Ward stated yes, it's a Friday.

Dr. Herring stated as a matter of fact, I don't get back until the 13th.

Mr. Ward stated okay, which is Sunday. I just don't want to screw up the quorum. You guys travel so much in the summer, I'm just not sure what to do.

Mr. Refkin stated I'm okay any time you move it to September, I'm fine, you just pick a day.

Mr. Urbancic stated you might have Bernie back as well, but there's no way to know.

Mr. Refkin stated well, if we move it and Dave is back, I mean we just move it days, and then we do have a quorum, the three of us, and then you have your 30 days' notice.

Mr. Ward I have an idea, do you want to just reschedule for Tuesday the 15th?

Mr. Hendershot stated yes, if that gives you the time.

Mr. Urbancic stated yes, that's the last possible day.

Dr. Herring stated well, I'll be here the 15th.

Mr. Refkin stated I'll be here the 15th.

Mr. Hendershot stated probably the safest thing to do.

Mr. Ward stated but that's the last day for adoption of a budget, and the roll is the 15th of September by statute. Well, at least the assessment piece of it, not the budget, but it is what it is. Okay, so we'll do the 15th?

Dr. Herring stated okay.

Mr. Refkin stated two o'clock.

Mr. Ward stated I'm going to form a motion for you, but there'll be some blanks left in it, so it will be a motion to approve Resolution 2015-, and I'll fill in the number to amend Resolution 2015- whatever the number is that we approved the budget, to change the public hearing date from Thursday, September 10th to Tuesday, September 15, 2015, same time, two o'clock, at the same location.

Mr. Hendershot stated no, it's a different location, that meeting. It's in the theater.

Mr. Ward stated I just call this whole place the Beach Clubhouse.

Mr. Hendershot stated oh, all right, that's fine.

Mr. Ward stated so at the same location, the Beach Clubhouse, 10861 Miromar Lakes Parkway, Miromar Lakes, Florida 33913. That resolution is in order.

On MOTION by Dr. Herring and seconded by Mr. Refkin, with all in favor of approving the motion as stated above by Mr. Ward setting the date, time and location for the public hearing for the approval of the Fiscal Year 2016 Budget and Assessment Rates for the Miromar Lakes Community Development District.

Mr. Ward stated I will double check the quorum.

Mr. Hendershot stated August, I'm gone the first week of August and part of the second week, but if it's the Thursday of the second week, I might be back.

Mr. Refkin stated so you and I are both gone the first week, but after the eighth, I'm here.

Mr. Ward asked what's your schedule, David?

Dr. Herring stated I leave the 9th and I come back on the 16th. Alan is gone the 6th.

Mr. Ward stated so, basically, you're all looking at the third week at the earliest.

Mr. Refkin stated 17th or later, yes.

Mr. Urbancic stated that's administrative hearing week.

Mr. Ward stated that's administrative hearing week for the lawsuit. I mean do you just want to play it by ear and just cancel the meeting if we don't have any business to talk about, or do you want me to just try to do something in the last week of August? It's up to you.

Dr. Herring stated I'm here the last week of August or the third week of August.

Mr. Refkin stated if we do it the last week of August it's good timing, because the other one is basically not till the 15th. I'm back on the 8th. Mike, when are you back?

Mr. Hendershot stated probably around the 12th, it could be as early as the 10th.

Mr. Refkin stated let's say the 12th, we have two, so if we have one more person, then you have a quorum.

Mr. Urbancic stated since we don't need to set that one officially, at least we can call Doug and see if he's going to be back.

Mr. Ward stated I'll see what I can put together.

Mr. Refkin stated that at least puts you into a good time.

Mr. Ward stated okay, I'll do that for your office meeting.

FOURTH ORDER OF BUSINESS

Consideration of Encroachment Agreement with John J and Jesse K. Clancy to permit a partial encroachment into a lake maintenance easement for a previously constructed pool enclosure.

Mr. Ward stated, just briefly, this issue came up because the homeowner went to get a permit to replace the screen enclosure of an existing one, as he has told me, since 2003, it came up on the survey. It showed up in the County permitting, and the County asked for some sort of letter of acknowledgement that the encroachment can exist. I understand that the enclosure has already been constructed, but at the end of the day, we asked him to be able to sign an encroachment agreement. This is the same form of encroachment that you have had before, and the survey shows the nature of the encroachment. From staff's perspective, we are not opposed to the size of the encroachment that's on this pool enclosure.

Dr. Herring stated I've spoken to the person that helped him get the enclosure and the permits, Ray, the handyman, and he assures me that it's exactly what was there before, that they didn't change it whatsoever.

Mr. Ward stated I would assume so.

Mr. Bernard stated yes, it's not changed.

Dr. Herring stated good, so I have no problem with it personally.

Mr. Hendershot asked why didn't we catch it the first time.

Mr. Bernard stated that's the issue.

Mr. Refkin stated that's before we were on the CDD.

Mr. Ward stated ten to one, I would suspect that they probably submitted a survey with a pool enclosure that wasn't in the easement area, and it got moved back during construction, and it was never resurveyed.

Mr. Refkin stated this is a good way to straighten everything out.

Mr. Ward stated it kind of fixes the whole problem, and to help the homeowner or anybody in the District, it certainly is not a bad thing to do.

Mr. Refkin asked do you need a motion?

Mr. Ward stated yes, I do.

On MOTION by Mr. Refkin and seconded by Mr. Hendershot, with all in favor of approving the Encroachment Agreement with John J and Jesse K. Clancy to permit a partial encroachment into a lake maintenance easement for a previously constructed pool enclosure.

FIFTH ORDER OF BUSINESS**Staff Reports****a. Attorney**

Mr. Urbancic stated the only thing I want to update is that, subsequent to our last meeting on the Center Place litigation, you gave us direction in the closed sessions, and we're working to carry out that direction. We did receive a response back today from Center Place counsel, and we're going to be evaluating that with Glen Smith, so nothing really further to report, other than still working on your direction.

Mr. Refkin stated thank you.

Mr. Ward asked any questions.

b. District Engineer**I. Update on proposed plan to modify Lake M-M for the development of 12 single-family lots adjacent to the golf course**

Mr. Ward stated Charlie is not with us today. He had texted me and indicated that he was on vacation or something of that nature but would called in, but he hasn't called me, so we'll just deal with it at this time. He had under his this item, which is this Lake M-M issue, so I guess what I'll do is just carry this item over to your next agenda. There was no action required from the Board anyway, unless you have any questions. Otherwise, I'll just carry that item over to your next meeting.

Mr. Byal stated I'd be glad to give an update.

Mr. Ward stated sure.

Mr. Hendershot asked do we know where we are on the riprap permit?

Mr. Byal stated that was approved from the County's perspective, so what the proposal is, this is his latest plan, and he has all the information detailed out in his memo, but the intent would be in the shaded areas are portions of the lake that need to be filled in order to meet the building obligations. The entire area from start to finish would be ripped.

Mr. Hendershot stated we were told before that it's going to be about a two to three feet increase in depth, the grey areas here. He talks about 5,300 square feet.

Mr. Byal stated right, that's the grey area.

Mr. Hendershot stated if you sum all these up, it's roughly about 650 feet from each, and if it's 55,000, that's about nine feet depth on average going into that lake.

Mr. Byal stated I'm a visual guy, so I had him prepare this. This is his report.

Mr. Hendershot stated yes, we've seen that before.

Mr. Refkin stated yes, this was about ten feet over here before, because that was the question I was asking him before. But I agree with Mike, that's a lot of square footage if you just do the math from this. Maybe we can get some detail on that.

Mr. Byal stated okay.

Mr. Hendershot stated and the riprap permit, is that permit different than the general permit that I was of the understanding was being filed for the whole development?

Mr. Byal stated it is. This doesn't relate to the big lake, that's a separate issue on the coverage of that lake, and the amount of riprap compared to this. This is a private maintenance situation. The county was okay with this edge condition.

Mr. Hendershot asked so is the other permit still pending?

Mr. Byal stated as far as I know. That was more of a master permit, relative to the large lake.

Dr. Herring stated I'm sure that Charlie is going to elucidate, but I'm guessing that this 5.300 square feet, it's not just surface area. The riprap, I mean obviously, is going to go below the surface, and that's probably where the additional square footage comes in.

Mr. Hendershot stated could be.

Mr. Byal stated I think you're right. I think the riprap goes below and above control, and so the theoretical ownership line is control, and so while there's riprap above that control line, it belongs to the neighborhood, and the riprap below that control line belongs to the CDD.

Dr. Herring stated right, that's what I'm guessing is how that's going to work.

Mr. Ward stated in my discussion with Charlie, that's exactly how that's going to work.

Mr. Byal stated again, in an effort to try and keep everybody in the loop, and not at the last minute.

Mr. Hendershot stated because we have had some residents that called and expressed a concern about increasing the fill in that lake, particularly as to how it would affect their view, the people that have the lots on the other side. We've told them not to be concerned. I said it's only a couple or three feet we were looking at.

Mr. Byal stated right. Like I say, I don't know, as you can see from here, that it's recognizable. I think the recognizable issue will be the change in the edge detail, which will end up matching the edge detail that exists over there on the 18th green and around by the clubhouse. There'll be a consistent treatment.

Mr. Hendershot stated it would be here, because this is for the lake right in front of the clubhouse here.

Dr. Herring stated some people, to be unnamed, thought that the whole lake was going to be filled in, so I think that's taken off the table.

Mr. Bernard stated right.

Mr. Byal stated the other issue, not requiring any Board action, but to keep you updated. This is the most recently submitted site plan for Positano, and I don't believe, at least from what I can see in here, that there was any benefits that we saw from any changes to the existing edge. From what Mike Elgin was saying, the CDD doesn't yet own this, because we kept enough of a generic line, so that when we do convey it, it's conveyed at the actual finished elevation. I know that there was concern that when they were doing the bathymetric surveys out there, but it appears as though everything seems to fit and provide sufficient beach easement.

Mr. Hendershot asked you don't have to bring in any sand?

Mr. Byal stated I mean we bring in sand every year.

Dr. Herring asked if the public still going to have access to that beachfront?

Mr. Byal stated this easement, as it runs all the way along, is a Master Association asset, and it's maintained and the access – in fact, hopefully, that's never maintained at a very high level. Now the attention will be that it's a nice clean beach.

Dr. Herring asked the cabanas that are there are going to be removed?

Mr. Byal stated yes, more than likely. I mean they might be able to be relocated down more in this common area between Costa Amalfi.

Mr. Hendershot stated we could put our own up, since it's on our beachfront and charge.

Mr. Refkin asked how tall are the buildings?

Mr. Byal stated they are five stories over parking. Mirasol type of scale; I don't think they're quite as tall as Mirasol, but I don't think they're too much smaller. There's four units per floor. They're fairly condensed.

Mr. Hendershot asked have they sold any of them yet?

Mr. Byal stated we've 11 reservations.

Mr. Hendershot stated that's good. All the top floor is gone?

Mr. Byal stated yes. Whether you're aware of that utility project over there that's tearing everything, brought the line under the golf course, and we thought that was the messy part. But, apparently, more the getting it across Ben Hill Griffin and connecting it laterally is causing much more of a disturbance; from my guys' reports, that's another two weeks in process until they wrap that up and start cleaning some of those areas.

Dr. Herring stated so not as bad as the berm where they haven't touched it.

Mr. Refkin stated it's almost a CDD problem, because we own the berms.

Mr. Bernard stated just to bring that up also, they came to us for the easement just for that area, but that waterline is going to be going another thousand feet south, and that sidewalk is all coming up, and we maintain behind the sidewalk as the CDD. Even though it's a county right of way, the CDD maintains that, so they're going to be tearing that whole property all the way up to within 1,000 feet.

Mr. Hendershot asked aren't they obligated to restore it at least to their standard of what it was?

Mr. Bernard stated they're supposed to be restored to equal or better, but they never came and asked. I mean the county never approached us when they were here, saying that they were going to tear that up, and we maintain it with our sprinklers and everything else that's in it.

Dr. Herring asked is that something we need to deal with now, or just wait until it's done.

Mr. Bernard stated I've talked the young lady to make sure that we get a final inspection on everything, and everything operates and works to our satisfaction.

Mr. Byal asked anybody has any other questions.

c. Asset Manager

Mr. Bernard stated I just wanted to elaborate on two items on the report. Our grass carp removal issue. Paul and I have failed to locate any licensed contractor willing to remove the carp from the lakes.

Mr. Hendershot asked the Lake Masters thing didn't pan out?

Mr. Bernard stated Lake Masters are not licensed to do it either.

Mr. Hendershot stated they had a contact.

Mr. Cusmano stated the guy to remove the carp, we had called him, he doesn't want to have anything to do with it. He says it takes him too long, and it's not worth the money and the time.

Mr. Bernard stated I also asked Ms. Howe from FWC if they recently issued any take permits; she emailed me back, no take permits have been asked for by any other agency, and the ones that do have them, on their monthly reports they're putting in one to two carp removed per month, that's it.

Mr. Refkin asked you can't have like a carp rodeo around here or something?

Mr. Bernard stated there is nothing. Like everybody says, they're in there, they die off naturally, so there's not really an industry.

Mr. Hendershot asked we can't lower them into a channel and blow them up?

Mr. Bernard stated I can't put them on the record.

Mr. Hendershot asked why.

Dr. Herring stated as the official Board veterinarian, I would really be opposed to something like that, or even the thought of doing something like that.

Mr. Hendershot asked you have a carp sympathy prior disclosed.

Dr. Herring stated listen, they've already been neutered, so what else can we do to them.

Mr. Bernard stated if we can't find anybody, probably our recommendation is we're probably going to have to let the carp run out their natural cycle, which is probably, at this point, another three and a half years.

Dr. Herring asked is that what we figured, three years?

Mr. Bernard stated I'd rather go to probably adding additional barriers on our shelves, so then we can start replanting. We're going to take that money that we have to put in for the carp removal and put it into additional barriers, put more barriers out and start replanting our shelves, so when they finally die three years from now, we've got something already established, we just take the barriers down and go from there.

Dr. Herring asked how does the developer feel about the effect of the carp on the lake?

Mr. Byal stated we would like them to be removed.

Dr. Herring asked to make the water quality different? I mean I have to say again, I was out on the lake this weekend, and it's really nice to be able to navigate just about the entire lake without running into the plant life. In terms of navigability, I think that's improved 100 percent. I can't comment on the fishing part of it, because it's not something that I do.

Mr. Hendershot stated the carp eat the bulrushes as well, some of it.

Dr. Herring stated I guess the bottom line is we've done due diligence, we've tried to find some way to appease everybody by limiting the number of carp that are in there now, or reducing the number of carp that are in there right now, and it's just an impossible task. There's just no way to do it.

Mr. Hendershot asked did either of you get a call from Tim Fisher or Tom Fisher yesterday? I gave him your number, because he called me. He says, "Well, if you're having trouble finding somebody, maybe some of us can," talking about the residents, "find somebody."

Dr. Herring asked is fisher a pseudonym, or that his real name?

Mr. Hendershot stated that's his name.

Mr. Byal stated if you reach that conclusion that there's not a formal program, I mean having an informal program where there's a notification that we have that take permit, and that it's through Amber and the Marine Services, that they will have a packet of information. And let the residents see what they can do without any cost to anybody to slowly address some of that issue.

Mr. Hendershot stated whether it's a carp fishing tournament they want to run or whatever it is.

Mr. Byal stated exactly.

Dr. Herring asked is there some kind of bait that they prefer?

Mr. Hendershot stated dough balls or corn.

Mr. Cusmano stated yes, sweet corn.

Dr. Herring stated there's nothing that stops any of the residents from fishing for them.

Mr. Byal stated right, but the informational, so that they understand that they need to be removed.

Dr. Herring stated not catch and release, right. Remove, catch and remove.

Mr. Byal stated right.

Dr. Herring stated and then they can be used for gefilte fish.

Mr. Cusmano stated no.

Dr. Herring asked if an individual catches it, who's to stop what they do with it?

Mr. Ward stated exactly.

Mr. Bernard stated the only issue I have is we have the take permit, and if we put something out like that formally, we'd have to give a number back to the FWC every month of how many are estimated.

Mr. Byal stated we can make Amber in charge of monitoring and recording any of that information.

Mr. Cusmano stated the permit states they have to be destroyed, so you have to have a record of where it was destroyed also.

Mr. Ward stated I don't have a problem with what Tim's talking about.

Dr. Herring stated it depends on what your definition of destroyed is, right?

Mr. Cusmano stated I think the it says you can't eat them.

Mr. Ward stated I'm comfortable with where we're going with this.

Mr. Bernard stated okay. The last issue is the natural erosion of the CDD banks due to the windblown conditions, and the water level fluctuations over the years. It's the CDD is requirement to keep our area of the easements sloping up to permit levels. When I talked with Charlie about it, Charlie says when they drop down nine inches below the 18 level of the ground, that's something we have to take corrective action, as far as the CDD.

Mr. Hendershot asked who polices that, when you say it's our duty?

Mr. Bernard stated that's in our permit that we have for those easements. It says the CDD's, so anything that's caused by natural conditions, not from somebody's runoff of their properties, is ours to maintain. Over the next few months, we're going to evaluate each lake, seeing what we have there, as far as the erosion problem, and putting together a program and a budgetary cost for that program for the 2017 budget cycle.

Mr. Hendershot asked do we want to be proactive in this?

Mr. Ward stated yes, I think we need to be proactive, and I had asked Bruce to put together a plan of action for us over the next few years with respect to how we need to deal with this erosion problem, and the cost of doing that. We can evaluate the budgetary impact of that during the FY 2017 budget process. The point of him bringing this up to you today, is to get us started in that process. We understand at least that the problem exists, and now to try to put our arms around exactly how big or small that problem may be.

Mr. Bernard stated this came up, just like Charlie had to walk the lakes with somebody from South Florida Water Management District (SFWMD).

Mr. Hendershot asked does this affect the position that we've taken with Sienna?

Mr. Bernard stated no, this is all our owned.

Mr. Hendershot stated the lakes in Sienna though.

Mr. Bernard stated yes, but Jim had talked of it before, and we discussed if Sienna's go their problem, we have a problem, and Sienna has got to fix their areas first for ours to come behind.

Mr. Refkin stated because theirs is not a natural, right.

Mr. Bernard stated yes, theirs is not natural.

Mr. Refkin stated and that's the distinction.

Dr. Herring stated again, my little tour around the lake, and I'm going to display my ignorance in naming the communities, but in those communities that are out by where the bocce ball courts are that are now accessible by going up the canal next to FGCU. Since that bridge is gone, I saw a lot of those houses, either already constructed or in construction that have a simply a small portion of black, looks like flexible tubing, coming out, and they don't enter the water at all. They're right at that lake line, that almost half the cause of erosion.

With the new construction, I know that you came up with a great informational package for people to figure out how to improve what's already there, but for new

construction, are they being held to any standards of the runoff at the back of those houses? Because I can almost guarantee that there's going to be erosion, because of the way it's constructed now.

Mr. Byal stated yes, they're looking at it slightly different now, but you'll still have the same issues. I mean you can't physically pitch it enough. At some point, it has to run that way. The only exception is if someone were to run a vertical seawall. I mean that's the only way that you can separate where the water runs from, and that's not a viable solution.

Mr. Ward stated but I think David's talking about the fact that there's actually physical pipe, right, in the ground sitting that's sitting at control.

Mr. Hendershot stated that either the builder or the homeowner has installed?

Mr. Ward stated right.

Dr. Herring stated I'm guessing it's the builder.

Mr. Byal stated, for instance, the reason like in Sienna, that there was, that it was so problematic, because they didn't do any of that. Had they directed the water to get it to control it. Yes, there's always going to be some issue, it's a matter of where that issue occurs, so if you don't control and you let the runoff go on top of the ground, as it continues to go run and find its path, it's going to take material. If you take the gutters and downspouts and things, and put them underground, but I think that what they have to do is they have to stop at the control elevation.

I think that's probably what you see at the low water condition is that pipe that is taking the drainage off the roof and depositing it in the lake directly, rather than allowing it to naturally run off.

Mr. Hendershot stated but if it's above the waterline, you're going to get erosion.

Dr. Herring stated it's way above the waterline, and it doesn't fit. Like some of the things that I've seen in other communities, I mentioned it last time, they have solid PVC pipe that goes out into the body of the lake.

Mr. Byal stated but they're not allowed to do that. But we should address it. I mean maybe it's a situation that they can create a bubble, where they can have basically a buried well of rock, with a pipe coming up, so it generally will be contained in that area, until it can't, and then it bubbles straight up. I mean there's various ways to accomplish that. I guess my point is those are actually moving in a better direction than letting the downspouts

come off the roofs, like Sienna, and have them just run down where the grade and the lots come to the low point, and guarantee that you create these large run off areas that erode the property back.

Dr. Herring stated so Charlie, who knows much more about it than any of us, if he's doing a tour of the lake, he's going to see the things that I just mentioned as well. I mean you don't have to be in a boat to see them, you just have to walk the edge of the property line. I don't know if Charlie ever gets into a boat and tours the shoreline like that.

Mr. Bernard stated like I said, we're probably going to go lake by lake ourselves, and try to evaluate what we see, and find, first of all, what the cause is, natural or from runoff or whatever. Then address each lake, each issue, hopefully, so we can come with a consensus what we're going to need do on that lake, whether it's what the homeowners' association is going to need to do, than us coming behind them, or if it's just ours, what we need to do to match up what's there.

Mr. Ward asked do you have anything else, Bruce?

Mr. Bernard stated that's it.

d. District Manager

I. Financial Statements for the period ending May 30, 2015

Mr. Ward stated I had nothing for you, unless you have any questions.

SIXTH ORDER OF BUSINESS

Supervisor's Requests/Audience Comments

Mr. Ward asked anything from the group? Mr. Byal, anything more?

Mr. Byal stated just one last item. We are replacing several of the large pumps and control panels that are in the irrigation supply house behind the sale center. The net result of that process is that there will be no irrigation for a three-day period. We're going to sending out notifications. Chris is working with Estate and trying to provide temporary water for all the locations, but I just wanted you guys to be in the loop. I mean we're trying to do it at a time when there's rain, but we'll stress out certain things to go for three.

Mr. Hendershot asked the water that's drained into the sewer system through the streets, does that go to any kind of cistern or does it just empty directly back into the main lake?

Mr. Byal stated not directly; it never goes directly back into the main lake. It goes into a water body that then when that water body stages up above control, then goes and goes back into the water (Unclear 46:24).

Mr. Hendershot asked the water body, is it a natural collection area? It's a manufactured area?

Mr. Byal stated it's all part of the water management system, so whether it's behind Montelago, or wherever there is a lake.

Mr. Hendershot stated because they were asking me about that in my deposition.

Mr. Cusmano stated Verona Lago that you cleaned out, that's one of the ones they're talking about, and we cleaned out that area and cut it.

Mr. Byal stated yes, some of them could be a dry detention.

Mr. Hendershot stated yes, but that's just normal runoff.

Mr. Bernard stated it's a bubble up in it. That has to fill to a certain elevation and overflows; that holds water till it gets to a certain elevation, then it overflows, then it goes into lake.

Mr. Byal stated the last part of the cleansing process is it goes first in stages in some intermediary area.

Mr. Hendershot asked so it varies from neighborhood to neighborhood?

Mr. Byal stated right, but it all goes to somewhere first before it goes out.

Mr. Hendershot asked like the stuff that you take for irrigation, does that come out of the main lake?

Mr. Byal stated correct.

Mr. Hendershot asked after it's gone through all this other stuff?

Mr. Byal stated no, I mean not much goes out of any of those lakes. Obviously, you know only for a short period of time, and then it's just a question of, by the time, how much of it is runoff, so I mean there's a substantial amount of cleansing process. Then also it's a balancing. I mean it doesn't just automatically run, because, obviously, the big lakes are at the same level as those other lakes. I mean you can actually go and look at those things, and sometimes they go that way, and sometimes the big lake goes back into the smaller lakes. It's a relative pressure situation, that is all based on the control. Ultimately,

simplistically, it goes over the weir, and runs through the slough, and all of the systems eventually exit there.

Mr. Hendershot stated I noticed we also had a pretty big increase in the budget in the pumps and the aeration equipment that we're going to be maintaining as well? We spread it out over two years.

Mr. Bernard stated it's not big, two or three years. We have some of the lines floating out in the lakes, we want to weight them down. We've got some aerators changed, so just regular maintenance stuff over the years, so we put them in a four or five-year budget to get them all done.

Dr. Herring asked when will this project happen?

Mr. Byal stated I believe it's July 20th, if I recall. I just received the information from Chris today, so there'll be something that the HOA will send out, in terms of preparing for it, and as far as the irrigation.

Dr. Herring asked and it's the entire property that it's going to affect.

Mr. Byal stated everything. The entire property is dependent on that irrigation source.

Mr. Hendershot asked so all of the irrigations that we had for the houses came out of this system?

Mr. Byal stated correct.

Dr. Herring asked and you think it's going to be three days?

Mr. Byal stated it is three days. I mean that's the plan. I mean it's a fairly substantial capital undertaking to replace those pumps and control panels.

Mr. Hendershot stated it's good that they're doing that, where they donated to us anyway.

Mr. Byal stated it's a preventative maintenance type of thing. We have a contract, but it's at the age that at least this a planned shutdown of the water, and the lead time of ordering the pumps and so forth, so we're trying to be diligent about the planning these things, so that there isn't an unplanned shutdown of the irrigation system.

Dr. Herring asked is that expense going to offset the treadmills in the fitness center?

Mr. Byal stated we just ordered those.

Dr. Herring asked with the TVs or without?

Mr. Byal stated with.

Dr. Herring stated good job, thank you.

Mr. Ward asked any other questions? Hearing none.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Ward stated a motion to adjourn would be in order.

On MOTION by Dr. Herring, seconded by Mr. Refkin, with all in favor of adjourning the meeting at 2:53 p.m.

James P. Ward, Secretary

Mike Hendershot, Chairman

Miromar Lakes Community Development District

Proposed Budget—Fiscal Year 2016

Exhibit A



Prepared by:

JPWARD AND ASSOCIATES LLC

2041 NORTHEAST 6TH TERRACE

WILTON MANORS, FLORIDA 33305

E-MAIL: WARD9490@COMCAST.NET

PHONE: (954) 658-4900



Miromar Lakes Community Development District

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**Miromar Lakes
Community Development District
General Fund - Budget
Fiscal Year 2016**

Revenues and Other Sources

Carryforward	\$	-
Interest Income - General Account	\$	300
<p>With the levy of Special Assessments for Fiscal Year 2014 - the District's operating account will earn interest on it's funds. This amount reflect's the anticipated earnings.</p>		

Appropriations

Legislative

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

Executive

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

Financial and Administrative

Audit Services	\$	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>		

Accounting Services	\$	-
<p>This line item is now included in the Professional Management Fees.</p>		

Assessment Roll Preparation	\$	18,000
<p>For the preparation by the Financial Advisor of the Assessment Rolls including transmittal to the Lee County Property Appraiser.</p>		

Arbitrage Rebate Fees	\$	1,000
<p>For requied Federal Compliance - this fee is paid for an in-depth analysis of the District's earnings on all of the funds in trust for the benefit of the Bondholder's to insure that the earnings rate does not exceed the interest rate on the Bond's.</p>		

Other Contractual Services

Recording and Transcription	\$	-
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Legal Advertising	\$	1,200
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Trustee Services	\$	7,900
<p>With the issuance of the District's Bonds, the District is required to maintain the accounts established for the Bond Issue with a bank that holds trust powers in the State of Florida. The primary purpose of the trustee is to safeguard the assets of the Bondholder's, to insure the timely payment of the principal and interest due on the Bonds, and to insure the investment of the funds in the trust are made pursuant to the requirments of the trust.</p>		

Dissemination Agent Services	\$	-
<p>With the issuance of the District's Bonds, the District is required to report on a periodic basis the same information that is contained in the Official Statement that was issued for the Bonds. These requirements are pursuant to requirements of the Securities and Exchange Commission and sent to national repositories. This fee is included in Professional Management Services.</p>		

Property Appraiser & Tax Collector Fees	\$	2,400
<p>The Tax Collector charges \$1.42 per parcel and the Property Appraiser charges \$1.00 per parcel.</p>		

Bank Service Fees	\$	550
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Travel and Per Diem	\$	-
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Communications and Freight Services

**Miromar Lakes
Community Development District
General Fund - Budget
Fiscal Year 2016**

Telephone	\$	-
Postage, Freight & Messenger	\$	400
Insurance	\$	5,800
Printing and Binding	\$	1,200
Other Current Charges		
Website Development	\$	1,000
Office Supplies	\$	-
Subscriptions and Memberships	\$	175
Legal Services		
General Counsel	\$	20,000
The District's general counsel provides on-going legal representation relating to issues such as public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide services as "local government lawyers".		
Center Place		
General Counsel - Center Place	\$	40,000
Litigation Counsel - Center Place	\$	250,000
The District is currently in the administrative hearing process with the developer's of Center Place relative to the development's proposed discharge of the water from their development into a lake that abuts both Center Place and Miromar Lakes properties. Center Place has requested from the regulatory agency responsible for the issuance of a permit to discharge their water into fines material. This fine material is from an old and now not operating Rinker Mine. The District's believes that this fine material will eventually get through a weir structure that is owned and operated by the District, and will cause serious damage to the District's water management system, and as such, is seeking to insure that the regulatory agency does not permit Center Place to discharge their water into these fines.		
Other General Government Services		
Engineering Services		
General Fund	\$	20,000
The District's engineering firm provides a broad array of engineering, consulting and construction services, which assists the District in crafting solutions with sustainability for the long term interests of the Community while recognizing the needs of government, the environment and maintenance of the District's facilities.		
NPDES	\$	2,500
The District's has retained a qualified engineering company to provide on-going requirements of both the Federal Government and Lee County relative to the National Pollution Discharge Elimination System (NPDES).		
Center Place Experts	\$	100,000
A preliminary estimate of the cost of experts during the administrative hearing proces		
Asset Administrative Services	\$	7,000
The District has retained a qualified asset management firm to manage the District's assets.		
Contingencies	\$	-
Stormwater Management Services		
Professional Services		
Asset Management	\$	23,800
Coordination of all necessary programs and services for the Stormwater Management System during the year, as well as contract administration of vendor contracts, assistance in compliance with operating permits.		

**Miromar Lakes
Community Development District
General Fund - Budget
Fiscal Year 2016**

Mitigation Monitoring	\$	500
Utility Services		
Electric - Aeration System	\$	500
Repairs & Maintenance		
Lake System		
Aquatic Weed Control		\$65,568
The District retains the services of a qualified contractor to maintain the District's lake system to control unwanted vegetation in the system which restrict the flow of water and become unsightly.		

Description	Amount
Current Contract	\$65,568
Contingency	\$0
Total:	\$65,568

Lake Bank Maintenance	\$	5,000
For the yearly removal of dead vegation around the perimeter of the Distric'ts water management system.		

Description	Amount
Maintenance - Lake Banks	\$5,000
Contingency	\$0
Total:	\$5,000

Water Quality Testing	\$	3,800
Periodic testing of the water management system		
Water Control Structures		\$9,500

Description	Amount
Inspection	\$9,500
Yearly Repairs	\$0
Total:	\$9,500

Grass Carp Removal	\$	30,000
For the removal of approximately 40% of the grass carp in the system. The cost is an estimate only.		
Litoral Shelf Barrier/Replanting	\$	18,000
Intallation of barriers within the litoral shelves to prevent grass carp from damaging required plantings		

Aeration System	\$	3,500
Wetland System		
Routine Maintenance		\$49,600
The District retains the services of a qualified contractor to maintain the District's wetland system to control unwanted vegetation in the system which restrict the flow of water and become unsightly.		

Description	Amount
Current Contract	\$37,600
Contract - Reporting	\$2,750
Retention Area 2	\$12,000
Contingency	\$0
Total:	\$49,600

Water Quality Testing	\$	-
Capital Outlay		

**Miromar Lakes
Community Development District
General Fund - Budget
Fiscal Year 2016**

Aeration System	\$	9,750
The total estimated cost of repair of the entire system is approximately \$55,800 - and the repairs will be phased in from FY 2015 to FY 2020, to minimize the financial impact of these repairs		
Contingencies	\$	3,000
Landscaping Services		
<hr/>		
Professional Management		
Asset Management	\$	34,400
Coordination of all necessary programs and services for the Landscape System during the year, as well as contract administration of vendor contracts.		
Utility Services		
Electric - Landscape Lighting	\$	-
Irrigation Water	\$	5,000
Repairs & Maintenance		
Public Area Landscaping		\$434,029
The District maintains the landscaped buffer berm along I-75, the Ben Hill Griffin Parkway berm and median at the main entrance, along with other outer community perimeter berms.		
	<u>Description</u>	<u>Amount</u>
	Current Contract	\$424,029
	Contingency	\$10,000
	Total:	\$434,029
Irrigation System	\$	7,500
Well System	\$	2,500
Plant Replacement	\$	20,000
For the miscellaneous replacement throughout the year of plant material		
Other Current Charges		
Lee Cty - Ben Hill Griffin Landscaping	\$	30,000
The District is responsible for it's proportionate share of the landscaping operation and maintenance costs along the Ben Hill Griffin Roadway corridor's, which is levied as a special assessment by Lee County through the University Overlay MSTBU.		
Charlotte County - Panther Habitat Taxes	\$	700
Operating Supplies		
Mulch	\$	15,000
The District will periodically add to the existing mulch that is in the landscaping contract during the year.		
Other Fees and Charges		
<hr/>		
Discount for Early Payment	\$	32,855
4% Discount permitted by Law for early payment		
Total Appropriations:		\$ 1,341,545
		<hr/> <hr/>

**Miromar Lakes
Community Development District
General Fund - Budget
Fiscal Year 2016**

Description	Fiscal Year 2015 Budget	Actual at 03/31/2015	Anticipated Year End 09/30/15	Fiscal Year 2016 - Budget	Change in Budget from Prior Year Budget	Contingency Amounts in Line Item	Components of Change in Rate
Revenues and Other Sources							
Carryforward	\$ 30,300	\$ -	\$ -	\$ -	\$ (30,300)	N/A	\$ 15
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Interest Income - General Account	\$ 500	\$ 164	\$ 300	\$ 300	\$ (200)	N/A	\$ 0
Special Assessment Revenue							
Special Assessment - On-Roll	\$ 460,590	\$ 418,138	\$ 460,590	\$ 821,376	\$ 360,786	N/A	N/A
Special Assessment - Off-Roll	\$ 363,945	\$ 181,973	\$ 363,945	\$ 519,869	\$ 155,924	N/A	N/A
Miscellaneous Revenue	\$ -	\$ 13,045	\$ 13,045	\$ -	\$ -	N/A	N/A
Total Revenue & Other Sources	\$ 855,335	\$ 613,319	\$ 837,880	\$ 1,341,545	\$ 486,210	N/A	\$ 15
Expenditures and Other Uses							
Legislative							
Board of Supervisor's Fees	\$ 12,000	\$ 5,600	\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -
Board of Supervisor's - FICA	\$ 918	\$ 428	\$ 918	\$ 918	\$ -	\$ -	\$ -
Executive							
Professional Management	\$ 40,000	\$ 20,000	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -
Financial and Administrative							
Audit Services	\$ 4,900	\$ 4,900	\$ 4,900	\$ 5,000	\$ 100	\$ -	\$ 0
Accounting Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll Preparation	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ -	\$ -	\$ -
Arbitrage Rebate Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -
Other Contractual Services							
Recording and Transcription	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 1,200	\$ 1,144	\$ 3,500	\$ 1,200	\$ -	\$ -	\$ -
Trustee Services	\$ 7,900	\$ 3,091	\$ 3,091	\$ 7,900	\$ -	\$ -	\$ -
Dissemination Agent Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Appraiser & Tax Collector Fees	\$ 2,400	\$ 1,021	\$ 1,021	\$ 2,400	\$ -	\$ -	\$ -
Bank Service Fees	\$ 550	\$ 276	\$ 600	\$ 550	\$ -	\$ -	\$ -
Travel and Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Communications and Freight Services							
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage, Freight & Messenger	\$ 400	\$ 370	\$ 800	\$ 400	\$ -	\$ -	\$ -
Insurance	\$ 5,800	\$ 5,665	\$ 5,665	\$ 5,800	\$ -	\$ -	\$ -
Printing and Binding	\$ 1,200	\$ 638	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ -
Other Current Charges							
Website Development	\$ 1,000	\$ -	\$ 800	\$ 1,000	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions and Memberships	\$ 175	\$ 175	\$ 175	\$ 175	\$ -	\$ -	\$ -
Legal Services							
General Counsel	\$ 9,000	\$ 9,434	\$ 20,000	\$ 20,000	\$ 11,000	\$ -	\$ 5
Center Place	\$ -	\$ 2,194	\$ 20,000	\$ 40,000	\$ 40,000	\$ -	\$ 20
General Counsel - Center Place	\$ -	\$ -	\$ 50,000	\$ 250,000	\$ 250,000	\$ -	\$ 123
Litigation Counsel - Center Place	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service - Miromar Lakes LLC Note	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other General Government Services							
Engineering Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund	\$ 5,000	\$ 9,670	\$ 20,000	\$ 20,000	\$ 15,000	\$ -	\$ 7
NPDES	\$ 7,500	\$ 525	\$ 1,000	\$ 2,500	\$ (5,000)	\$ -	\$ (2)
Asset Administrative Services	\$ 7,000	\$ 3,500	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ -
Center Place Experts	\$ -	\$ 3,756	\$ 20,000	\$ 100,000	\$ 100,000	\$ -	\$ 49
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total:	\$ 125,943	\$ 91,386	\$ 231,670	\$ 537,043	\$ 411,100	\$ -	\$ 203
Stormwater Management Services							
Professional Services							
Asset Management	\$ 23,800	\$ 11,900	\$ 23,800	\$ 23,800	\$ -	\$ -	\$ -
Mitigation Monitoring	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -
Utility Services							
Electric - Aeration System	\$ 500	\$ 3,617	\$ 250	\$ 500	\$ -	\$ -	\$ -
Repairs & Maintenance							
Lake System							
Aquatic Weed Control	\$ 80,568	\$ 32,784	\$ 70,100	\$ 65,568	\$ (15,000)	\$ -	\$ (7)
Lake Bank Maintenance	\$ 5,850	\$ -	\$ -	\$ 5,000	\$ (850)	\$ -	\$ (0)
Water Quality Testing	\$ -	\$ 300	\$ 2,000	\$ 3,800	\$ 3,800	\$ -	\$ 2
Water Control Structures	\$ 11,550	\$ 4,200	\$ 4,200	\$ 9,500	\$ (2,050)	\$ -	\$ (1)
Grass Carp Removal	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ 15
Litoral Shelf Barrier/Replanting	\$ -	\$ -	\$ -	\$ 18,000	\$ 18,000	\$ -	\$ -
Aeration System	\$ 3,500	\$ 8,663	\$ -	\$ 3,500	\$ -	\$ -	\$ -
Wetland System							
Routine Maintenance	\$ 54,600	\$ 18,800	\$ 48,500	\$ 49,600	\$ (5,000)	\$ -	\$ (2)
Water Quality Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay							
Aeration System	\$ 9,600	\$ -	\$ -	\$ 9,750	\$ 150	\$ -	\$ 0

**Miromar Lakes
Community Development District
General Fund - Budget
Fiscal Year 2016**

Description	Fiscal Year 2015 Budget	Actual at 03/31/2015	Anticipated Year End 09/30/15	Fiscal Year 2016 - Budget	Change in Budget from Prior Year Budget	Contingency Amounts in Line Item	Components of Change in Rate
Contingencies	\$ 2,500	\$ -	\$ 2,500	\$ 3,000	\$ 500	\$ -	\$ 0
Sub-Total:	\$ 192,968	\$ 80,264	\$ 151,350	\$ 222,518	\$ 29,550	\$ -	\$ 15
Landscaping Services					\$ -		
Professional Management							
Asset Management	\$ 34,400	\$ 17,200	\$ 34,400	\$ 34,400	\$ -	\$ -	\$ -
Utility Services							
Electric - Landscape Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Water	\$ 5,000	\$ 1,939	\$ 4,000	\$ 5,000	\$ -	\$ -	\$ -
Repairs & Maintenance							
Public Area Landscaping	\$ 361,100	\$ 200,067	\$ 350,000	\$ 434,029	\$ 72,929	\$ 10,000	\$ 36
Irrigation System	\$ 3,000	\$ 494	\$ 1,000	\$ 7,500	\$ 4,500	\$ -	\$ 2
Well System	\$ 3,500	\$ -	\$ 10,800	\$ 2,500	\$ (1,000)	\$ -	\$ (0)
Plant Replacement	\$ 10,000	\$ 5,457	\$ 10,000	\$ 20,000	\$ 10,000	\$ -	\$ 5
Other Current Charges							
Lee Cty - Ben Hill Griffin Landscaping	\$ 41,000	\$ 28,780	\$ 28,780	\$ 30,000	\$ (11,000)	\$ -	\$ (5)
Charlotte County - Panther Habitat Taxes	\$ -	\$ 631	\$ 631	\$ 700	\$ 700	\$ -	\$ 0
Operating Supplies							
Mulch	\$ 60,000	\$ 33,561	\$ 60,000	\$ 15,000	\$ (45,000)	\$ -	\$ (22)
Sub-Total:	\$ 518,000	\$ 288,129	\$ 499,611	\$ 549,129	\$ 31,129	\$ 10,000	\$ 15
Other Fees and Charges							
Discount for Early Payment	\$ 18,424	\$ -	\$ 18,424	\$ 32,855	\$ 14,431	\$ -	\$ 12
Sub-Total:	\$ 18,424	\$ -	\$ 18,424	\$ 32,855	\$ 14,431	\$ -	\$ 12
Total Expenditures and Other Uses	\$ 855,335	\$ 459,780	\$ 901,055	\$ 1,341,545	\$ 486,210	\$ 10,000	\$ 245
Net Increase/(Decrease) in Fund Balance	\$ (30,300)	\$ 153,540	\$ (63,175)	\$ -			
Fund Balance - Beginning	\$ 426,152	\$ 426,152	\$ 426,152	\$ 362,977			
Fund Balance - Ending	\$ 395,852	\$ 579,692	\$ 362,977	\$ 362,977			

Description	Assessment Comparison			Current Cap Rate		Total Change in Rate
	Number of Units	FY 2015 Rate/Unit	FY 2016 Rate/Unit	Adopted FY 2011	Over (Under)	
Sold property on roll	1221	\$ 377.22	\$ 672.71	\$ 377.27	\$ 295.44	\$ 295.49
Developer units off roll	805	\$ 362.13	\$ 645.80	N/A		
Total:	2026					

Revenue Loss due to Unit Count lower by 200 units: \$ 75,444.00
 Cost per Unit Addition from Revenue loss \$ 37.24

**Miromar Lakes
Community Development District
General Fund - Budget
Fiscal Year 2016**

Capital Improvement Plan - Fiscal Year 2016 through FY 2019

	Fiscal Year			
	2016	2017	2018	2019
Stormwater Management Services				
Lake System				
Improvements for Water Quality				
Grass Carp Removal	\$ 30,000	\$ 20,000	\$ -	\$ -
Littoral Shelf - Re-Plantings	\$ -	\$ 20,000	\$ -	\$ -
Littoral Shelf - Barrier Installation	\$ -	\$ 8,000	\$ 4,000	\$ -
Lake Banks	\$ -	\$ -	\$ -	\$ -
Water Control Structures	\$ -	\$ -	\$ -	\$ -
Aeration System				
Lake 6E and 6G - Tubing replacements/weights	\$ 9,700			
Lake 2A - Compressor and diffusers	\$ -	\$ 13,900	\$ -	\$ -
Lake 1A, 6B, and 6D - Tubing replacements/weights	\$ -	\$ -	\$ 10,800	\$ -
Lake 1B - Tubing replacements/weights	\$ -	\$ -	\$ -	\$ 11,750
Wetland System				
Retention Area 2 - Initial Cleaning	\$ 12,000	\$ -		\$ -
Total: Stormwater Management System	\$ 51,700	\$ 61,900	\$ 14,800	\$ 11,750
Landscaping Services				
Irrigation System				
Pump 6 - Replacement - Ben Hill Griffin Median	\$ -	\$ 11,000	\$ -	\$ -
Irrigation Controllers - Ben Hill Griffin (2)	\$ -	\$ -	\$ 4,500	\$ -
Well System	\$ 2,500	\$ -	\$ -	\$ -
Plant Replacement				
Tree Replacement - Ben Hill Griffin	\$ -	\$ 7,500	\$ 6,000	\$ 7,500
Hedge and Plant Replacement - Verona Lago Drive	\$ -	\$ 8,000	\$ 11,000	\$ 9,000
Sod Replacement - Verona Lago Drive	\$ -	\$ 10,000	\$ -	\$ -
Total: Landscaping System	\$ 2,500	\$ 36,500	\$ 21,500	\$ 16,500
Total Capital Improvements:	\$ 54,200	\$ 98,400	\$ 36,300	\$ 28,250
Estimated Cost Per Residential Unit:	\$ 27.82	\$ 50.51	\$ 18.63	\$ 14.50

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2012 Bonds (Refinanced 2000A Bonds) - Budget
Fiscal Year 2016**

Description	Fiscal Year 2015 Budget	Actual at 03/31/2015	Anticipated Year End 09/30/15	Fiscal Year 2016 Budget
Revenues and Other Sources				
Carryforward	\$ -	\$ -	\$ -	\$ -
Interest Income				
Revenue Account	\$ 30	\$ 15	\$ 30	\$ 30
Reserve Account	\$ 15,000	\$ 1,931	\$ 15,000	\$ 15,000
Special Assessment Revenue				-
Special Assessment - On-Roll	\$ 854,093	\$ 784,001	\$ 854,093	\$ 854,527
Special Assessment - Off-Roll	\$ 163,991	\$ -	\$ 163,991	\$ 164,074
Special Assessment - Prepayment	\$ -	\$ -	\$ -	\$ -
Operating Transfers In.				
Transfer from Series 2000 (Excess)	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 1,033,114	\$ 785,947	\$ 1,033,114	\$ 1,033,631
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series A Bonds	\$ 400,000	\$ -	\$ 400,000	\$ 420,000
Principal Debt Service - Early Redemptions				
Series A Bonds	\$ -	\$ -	\$ -	\$ -
Interest Expense				
Series A Bonds	\$ 598,950	\$ 299,475	\$ 598,950	\$ 579,450
Other Fees and Charges				
Discounts for Early Payment	\$ 34,164	\$ -	\$ 34,164	\$ 34,181
Total Expenditures and Other Uses	\$ 1,033,114	\$ 299,475	\$ 1,033,114	\$ 1,033,631
Net Increase/(Decrease) in Fund Balance		\$ 486,472	\$ -	\$ -
Fund Balance - Beginning	\$ 877,560	\$ 877,560	\$ 877,560	\$ 877,560
Fund Balance - Ending	\$ 877,560	\$ 1,364,033	\$ 877,560	\$ 877,560
Restricted Fund Balance:				
Reserve Account Requirement			\$ 395,318	
Restricted for November 1, 2016 Interest Payment			\$ 299,475	
Total - Restricted Fund Balance:			\$ 694,793	

**Miromar Lakes
Community Development District
Debt Service Fund - Series 2012 A (Refinanced 2000 A Bonds) Amortization Schedule
Fiscal Year 2016**

Description	Principal	Coupon Rate	Interest	Fiscal Year Annual Debt Service
Principal Balance - October 1, 2013	\$ 11,500,000	4.875%		
11/1/2014			\$ 299,475.00	
5/1/2015	\$ 400,000	4.875%	\$ 299,475.00	\$ 998,950.00
11/1/2015			\$ 289,725.00	
5/1/2016	\$ 420,000	4.875%	\$ 289,725.00	\$ 999,450.00
11/1/2016			\$ 279,487.50	
5/1/2017	\$ 445,000	4.875%	\$ 279,487.50	\$ 1,003,975.00
11/1/2017			\$ 268,640.63	
5/1/2018	\$ 465,000	4.875%	\$ 268,640.63	\$ 1,002,281.26
11/1/2018			\$ 257,306.25	
5/1/2019	\$ 490,000	4.875%	\$ 257,306.25	\$ 1,004,612.50
11/1/2019			\$ 245,362.50	
5/1/2020	\$ 510,000	4.875%	\$ 245,362.50	\$ 1,000,725.00
11/1/2020			\$ 232,931.25	
5/1/2021	\$ 540,000	4.875%	\$ 232,931.25	\$ 1,005,862.50
11/1/2021			\$ 219,768.75	
5/1/2022	\$ 565,000	4.875%	\$ 219,768.75	\$ 1,004,537.50
11/1/2022			\$ 205,996.88	
5/1/2023	\$ 595,000	5.375%	\$ 205,996.88	\$ 1,006,993.76
11/1/2023			\$ 190,006.25	
5/1/2024	\$ 630,000	5.375%	\$ 190,006.25	\$ 1,010,012.50
11/1/2024			\$ 173,075.00	
5/1/2025	\$ 660,000	5.375%	\$ 173,075.00	\$ 1,006,150.00
11/1/2025			\$ 155,337.50	
5/1/2026	\$ 700,000	5.375%	\$ 155,337.50	\$ 1,010,675.00
11/1/2026			\$ 136,525.00	
5/1/2027	\$ 735,000	5.375%	\$ 136,525.00	\$ 1,008,050.00
11/1/2027			\$ 116,771.88	
5/1/2028	\$ 780,000	5.375%	\$ 116,771.88	\$ 1,013,543.76
11/1/2028			\$ 95,809.38	
5/1/2029	\$ 820,000	5.375%	\$ 95,809.38	\$ 1,011,618.76
11/1/2029			\$ 73,771.88	
5/1/2030	\$ 865,000	5.375%	\$ 73,771.88	\$ 1,012,543.76
11/1/2030			\$ 50,252.00	
5/1/2031	\$ 915,000	5.375%	\$ 50,252.00	\$ 1,015,504.00
11/1/2031			\$ 25,934.38	
5/1/2032	\$ 965,000	5.375%	\$ 25,934.38	\$ 1,016,868.76
Principal Balance - September 30, 2015	\$ 11,500,000			

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2003 Bonds - Budget
Fiscal Year 2016**

Description	Fiscal Year 2015 Budget	Actual at 03/31/2015	Anticipated Year End 09/30/15	Fiscal Year 2016 - Budget
Revenues and Other Sources				
Carryforward				
Reserve Account	\$ -	\$ -	\$ -	\$ -
Deferred Cost Account	\$ -	\$ -	\$ -	\$ -
Prepayment Account	\$ -	\$ -	\$ -	\$ -
Interest Income				
Reserve Account	\$ 30,000	\$ 82,600	\$ 82,600	\$ -
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 114,991	\$ 99,750	\$ 99,750	\$ -
Special Assessment - Off-Roll	\$ 1,955,734	\$ 127,188	\$ 127,188	\$ -
Special Assessment - Pepayment	\$ -	\$ 3,700,000	\$ 3,700,000	\$ -
Operating Transfers				
Series 2015 Reserve Account	\$ -	\$ 754,375	\$ 754,375	\$ -
Receipt of Bond Proceeds		\$ 18,145,876	\$ 18,145,876	
Total Revenue & Other Sources	\$ 2,100,725	\$ 22,909,788	\$ 22,909,788	\$ -
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2003 Bonds	\$ 530,000	\$ 22,890,000	\$ 22,890,000	\$ -
Principal Debt Service - Early Redemptions				
Series 2003 Bonds	\$ -	\$ 130,000	\$ 130,000	\$ -
Interest Expense				
Series 2003 Bonds	\$ 1,566,125	\$ 1,578,156	\$ 1,578,156	\$ -
Operating Transfers Out - Revenue 2015				
Series 2015 Revenue Account		\$ 1,112,222	\$ 1,112,222	
Other Fees and Charges				
Discounts for Early Payment	\$ 4,600	\$ -	\$ -	\$ -
Total Expenditures and Other Uses	\$ 2,100,725	\$ 25,710,378	\$ 25,710,378	\$ -
Net Increase/(Decrease) in Fund Balance		\$ (2,800,589)	\$ (2,800,589)	\$ -
Fund Balance - Beginning	\$ 2,800,590	\$ 2,800,590	\$ 2,800,590	\$ 0
Fund Balance - Ending	\$ 2,800,590	\$ 0	\$ 0	\$ 0

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2015 Bonds (Refinanced Series 2003 Bonds) - Budget
Fiscal Year 2016**

Description	Fiscal Year 2015 Budget	Actual at 03/31/2015	Anticipated Year End 09/30/15	Fiscal Year 2016 - Budget
Revenues and Other Sources				
Carryforward				
Reserve Account	\$ -	\$ -	\$ -	\$ 177,380
Deferred Cost Account	\$ -	\$ -	\$ -	\$ -
Prepayment Account	\$ -	\$ -	\$ -	\$ -
Interest Income				
Reserve Account	\$ -	\$ -	\$ -	\$ 15,000
Special Assessment Revenue				
Special Assessment - On-Roll	\$ -	\$ 5,965	\$ 16,607	\$ 102,566
Special Assessment - Off-Roll	\$ -	\$ -	\$ 636,493	\$ 1,410,287
Special Assessment - Ppayment	\$ -	\$ -	\$ -	\$ -
Operating Transfers				
Series 03 Reserve Account	\$ -	\$ 1,112,222	\$ 1,112,222	\$ -
Bond Proceeds				
		\$ 754,375	\$ 754,375	
Total Revenue & Other Sources	\$ -	\$ 1,872,562	\$ 2,519,696	\$ 1,705,233
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2003 Bonds	\$ -	\$ -	\$ -	\$ 610,000
Principal Debt Service - Early Redemptions				
Series 2003 Bonds	\$ -	\$ -	\$ -	\$ -
Interest Expense				
Series 2003 Bonds	\$ -	\$ -	\$ -	\$ 1,091,130
Operating Transfers				
Series 2003 Reserve		\$ 754,375	\$ 754,375	
Other Fees and Charges				
Discounts for Early Payment	\$ -	\$ -	\$ -	\$ 4,103
Total Expenditures and Other Uses	\$ -	\$ 754,375	\$ 754,375	\$ 1,705,233
Net Increase/(Decrease) in Fund Balance				
		\$ 1,118,187	\$ 1,765,321	\$ (177,380)
Fund Balance - Beginning				
	\$ -	\$ -	\$ -	\$ 1,765,321
Fund Balance - Ending				
		\$ 1,118,187	\$ 1,765,321	\$ 1,587,941
Restricted Fund Balance:				
Reserve Account Requirement			\$754,375	
Restricted for November 1, 2016 Interest Payment			\$ 443,963	
Total - Restricted Fund Balance:			\$ 1,198,338	

**Miromar Lakes
Community Development District
Debt Service Fund - Series 2015 - Amortization Schedule
Fiscal Year 2016**

Description	Principal	Coupon Rate	Interest	Annual Debt Service
Principal Balance - October 1, 2015	\$19,165,000			
5/1/2015	\$ -	3.500%		\$ -
11/1/2015			\$ 636,492.50	
5/1/2016	\$ 610,000	3.500%	\$ 454,637.50	\$ 1,701,130.00
11/1/2016			\$ 443,962.50	
5/1/2017	\$ 630,000	3.500%	\$ 443,962.50	\$ 1,517,925.00
11/1/2017			\$ 432,937.50	
5/1/2018	\$ 650,000	3.500%	\$ 432,937.50	\$ 1,515,875.00
11/1/2018			\$ 421,562.50	
5/1/2019	\$ 675,000	3.500%	\$ 421,562.50	\$ 1,518,125.00
11/1/2019			\$ 409,750.00	
5/1/2020	\$ 700,000	3.500%	\$ 409,750.00	\$ 1,519,500.00
11/1/2020			\$ 397,500.00	
5/1/2021	\$ 730,000	5.000%	\$ 397,500.00	\$ 1,525,000.00
11/1/2021			\$ 379,250.00	
5/1/2022	\$ 765,000	5.000%	\$ 379,250.00	\$ 1,523,500.00
11/1/2022			\$ 360,125.00	
5/1/2023	\$ 805,000	5.000%	\$ 360,125.00	\$ 1,525,250.00
11/1/2023			\$ 340,000.00	
5/1/2024	\$ 850,000	5.000%	\$ 340,000.00	\$ 1,530,000.00
11/1/2024			\$ 318,750.00	
5/1/2025	\$ 890,000	5.000%	\$ 318,750.00	\$ 1,527,500.00
11/1/2025			\$ 296,500.00	
5/1/2026	\$ 935,000	5.000%	\$ 296,500.00	\$ 1,528,000.00
11/1/2026			\$ 273,125.00	
5/1/2027	\$ 985,000	5.000%	\$ 273,125.00	\$ 1,531,250.00
11/1/2027			\$ 248,500.00	
5/1/2028	\$ 1,035,000	5.000%	\$ 248,500.00	\$ 1,532,000.00
11/1/2028			\$ 222,625.00	
5/1/2029	\$ 1,090,000	5.000%	\$ 222,625.00	\$ 1,535,250.00
11/1/2029			\$ 195,375.00	
5/1/2030	\$ 1,145,000	5.000%	\$ 195,375.00	\$ 1,535,750.00
11/1/2030			\$ 166,750.00	
5/1/2031	\$ 1,205,000	5.000%	\$ 166,750.00	\$ 1,538,500.00
11/1/2031			\$ 136,625.00	
5/1/2032	\$ 1,265,000	5.000%	\$ 136,625.00	\$ 1,538,250.00
11/1/2032			\$ 105,000.00	
5/1/2033	\$ 1,330,000	5.000%	\$ 105,000.00	\$ 1,540,000.00
11/1/2033			\$ 71,750.00	
5/1/2034	\$ 1,400,000	5.000%	\$ 71,750.00	\$ 1,543,500.00
11/1/2034			\$ 36,750.00	
5/1/2035	\$ 1,470,000	5.000%	\$ 36,750.00	\$ 1,543,500.00
Principal Balance - September 30, 2015	\$ 19,165,000			

Prepared by:
JPWard and Associates, LLC

**Miromar Lakes
Community Development District**

**Assessment Levy - Summary of All Funds
Fiscal Year 2016**

**Series 2012 (Refinanced 2000 A Bonds - Phase I)
Par Amount: \$41,925,000 - 16 Years Remaining**

Phase I Neighborhoods	Original Assessment	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2015-2016 tax payment
Murano	\$ 24,687.00	SF 2	\$ 1,653.18	\$ 672.71	\$ 2,325.89	\$ 18,630.42
Verona Lago	\$ 14,789.00	SF	\$ 991.91	\$ 672.71	\$ 1,664.62	\$ 11,127.47
Isola Bella	\$ 14,789.00	SF	\$ 991.91	\$ 672.71	\$ 1,664.62	\$ 11,127.47
Bellamare	\$ 14,789.00	SF	\$ 991.91	\$ 672.71	\$ 1,664.62	\$ 11,127.47
Ana Capri	\$ 14,789.00	SF	\$ 991.91	\$ 672.71	\$ 1,664.62	\$ 11,127.47
Casteli	\$ 14,789.00	SF	\$ 991.91	\$ 672.71	\$ 1,664.62	\$ 11,127.47
Montelago	\$ 12,324.00	VILLA	\$ 826.59	\$ 672.71	\$ 1,499.30	\$ 9,271.76
Tivoli	\$ 12,324.00	VILLA	\$ 826.59	\$ 672.71	\$ 1,499.30	\$ 9,271.76
St. Moritz	\$ 12,324.00	VILLA	\$ 826.59	\$ 672.71	\$ 1,499.30	\$ 9,271.76
Sienna	\$ 12,324.00	VILLA	\$ 826.59	\$ 672.71	\$ 1,499.30	\$ 9,271.76
Caprini	\$ 12,324.00	VILLA	\$ 826.59	\$ 672.71	\$ 1,499.30	\$ 9,271.76
Porto Romano	\$ 12,324.00	VILLA	\$ 826.59	\$ 672.71	\$ 1,499.30	\$ 9,271.76
Volterra	\$ 12,324.00	VILLA	\$ 826.59	\$ 672.71	\$ 1,499.30	\$ 9,271.76
Portofino	\$ 12,324.00	VILLA	\$ 826.59	\$ 672.71	\$ 1,499.30	\$ 9,271.76
Valencia	\$ 9,859.00	MF	\$ 661.27	\$ 672.71	\$ 1,333.98	\$ 7,418.25
Vivaldi	\$ 9,859.00	MF	\$ 661.27	\$ 672.71	\$ 1,333.98	\$ 7,418.25
Bella Vista	\$ 9,859.00	MF	\$ 661.27	\$ 672.71	\$ 1,333.98	\$ 7,418.25
Mirosol	\$ 9,859.00	MF	\$ 661.27	\$ 672.71	\$ 1,333.98	\$ 7,418.25
San Marino	\$ 9,859.00	MF	\$ 661.27	\$ 672.71	\$ 1,333.98	\$ 7,418.25
Montebello	\$ 9,859.00	MF	\$ 661.27	\$ 672.71	\$ 1,333.98	\$ 7,418.25
Ravenna	\$ 9,859.00	MF	\$ 661.27	\$ 672.71	\$ 1,333.98	\$ 7,418.25
Bellini	\$ 9,859.00	MF	\$ 661.27	\$ 672.71	\$ 1,333.98	\$ 7,418.25
University	\$ -	GOV	\$ -	\$ 4,036.25	\$ 4,036.25	\$ -
Golf Club/Course		GOLF	\$ 149,446.36	\$ 6,458.00	\$ 155,904.36	\$ 995,018.80
Beach Club		BEACH	\$ 14,628.04	\$ -	\$ 14,628.04	\$ 97,416.33

Fiscal Year 2015 Assessments						
	SF 2	\$ 1,652.34	\$ 377.22	\$ 2,029.56	\$ 19,307.53	
	SF	\$ 991.40	\$ 377.22	\$ 1,368.62	\$ 11,533.73	
	VILLA	\$ 826.17	\$ 377.22	\$ 1,203.39	\$ 9,610.32	
	MF	\$ 660.93	\$ 377.22	\$ 1,038.15	\$ 7,689.10	
	GOV	\$ -	\$ 2,263.32	\$ 2,263.32	\$ -	
	GOLF	\$ 149,370.46	\$ 3,621.30	\$ 152,991.76	\$ 1,058,779.67	
	BEACH	\$ 14,620.62		\$ 14,620.62	\$ 103,657.34	

Series 2015 Bonds (Refinanced 2003 A Bonds - Phase II)
Par Amount - \$27,560,000 - 20 Years Remaining

Phase I Neighborhoods	Original Assessment	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2015-2016 tax payment
Sorrento	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 672.71	\$ 3,045.11	\$ 29,064.29
Salerno	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 672.71	\$ 3,045.11	\$ 29,064.29
Navona	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 672.71	\$ 2,430.89	\$ 21,575.90
Costa Amalfi	\$ 19,339.79	Villa 1	\$ 1,318.64	\$ 672.71	\$ 1,991.35	\$ 16,184.84
Golf Club/Course		GOLF	\$ 175,834.23	\$ -	\$ 175,834.23	\$ 2,255,019.44

Fiscal Year 2015 Assessments						
		SF 2	\$ 2,659.52	\$ 377.22	\$ 3,036.74	\$ 29,533.67
		Villa 2	\$ 1,971.54	\$ 377.22	\$ 2,348.76	\$ 21,924.34
		Villa 1	\$ 1,478.36	\$ 377.22	\$ 1,855.58	\$ 16,456.04
		GOLF	\$ 196,828.72	\$ -	\$ 196,828.72	\$ 2,291,437.17

**Miromar Lakes
Community Development District**

**Debt Service Assessment Revisions from Refinancing
Fiscal Year 2016**

**Series 2012 (Refinanced 2000 A Bonds - Phase I)
Par Amount: \$12,3452000 - 19 Years Remaining**

Phase I Neighborhoods	Bond Designation	Debt Service Assessment Before Refinance	Debt Service Assessment After Refinance	Change
Murano	SF 2	\$ 1,975.47	\$ 1,653.18	\$ (322.29)
Verona Lago	SF	\$ 1,185.17	\$ 991.91	\$ (193.26)
Isola Bella	SF	\$ 1,185.17	\$ 991.91	\$ (193.26)
Bellamare	SF	\$ 1,185.17	\$ 991.91	\$ (193.26)
Ana Capri	SF	\$ 1,185.17	\$ 991.91	\$ (193.26)
Casteli	SF	\$ 1,185.17	\$ 991.91	\$ (193.26)
Montelago	VILLA	\$ 987.65	\$ 826.59	\$ (161.06)
Tivoli	VILLA	\$ 987.65	\$ 826.59	\$ (161.06)
St. Moritz	VILLA	\$ 987.65	\$ 826.59	\$ (161.06)
Sienna	VILLA	\$ 987.65	\$ 826.59	\$ (161.06)
Caprini	VILLA	\$ 987.65	\$ 826.59	\$ (161.06)
Porto Romano	VILLA	\$ 987.65	\$ 826.59	\$ (161.06)
Volterra	VILLA	\$ 987.65	\$ 826.59	\$ (161.06)
Portofino	VILLA	\$ 987.65	\$ 826.59	\$ (161.06)
Valencia	MF	\$ 790.11	\$ 661.27	\$ (128.84)
Vivaldi	MF	\$ 790.11	\$ 661.27	\$ (128.84)
Bella Vista	MF	\$ 790.11	\$ 661.27	\$ (128.84)
Mirosol	MF	\$ 790.11	\$ 661.27	\$ (128.84)
San Marino	MF	\$ 790.11	\$ 661.27	\$ (128.84)
Montebello	MF	\$ 790.11	\$ 661.27	\$ (128.84)
Ravenna	MF	\$ 790.11	\$ 661.27	\$ (128.84)
Bellini	MF	\$ 790.11	\$ 661.27	\$ (128.84)

SETTLEMENT AGREEMENT

ALICO WEST FUND, LLC whose address is 12800 University Drive, Suite 275, Fort Myers, Florida 33907 (“AWF”), and MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, whose address is c/o JP Ward & Associates, LLC, 2041 NE 6th Terrace, Wilton Manors, Florida 33305 (“CDD”), hereby enter into this Settlement Agreement (“Agreement”) and state as follows:

WHEREAS, AWF is a Florida limited liability company with its principal place of business in Lee County, Florida (“County”); and

WHEREAS, AWF owns and is developing a parcel of land located in Lee County, Florida, south of Alico Road and east of Ben Hill Griffin Parkway known as “CenterPlace”; and

WHEREAS, CenterPlace includes a lake, commonly known as Lake 5; and

WHEREAS, CDD is organized and existing under the law of the State of Florida; and

WHEREAS, CDD owns property adjacent to CenterPlace, including a lake commonly known as Lake 6; and

WHEREAS, Lakes 5 and 6 are interconnected and are commonly referred to jointly as Lakes 5/6. Lake 5 is also often referred to as Lake 5/6 North and Lake 6 is also often referred to as Lake 5/6 South; and

WHEREAS, AWF and CDD share certain rights to Lakes 5/6; and

WHEREAS, based upon Application Number 140124-14 submitted by Alico to the South Florida Water Management District (“SFWMD”), the SFWMD, on January 12, 2015, issued Permit Modification Number 36-03558-P-05 approving a modification to the surface water management system serving CenterPlace; and

WHEREAS, CDD filed with the SFWMD, a Petition Requesting Formal Administrative Hearing challenging the Permit Modification; and

WHEREAS, the Petition was referred by SFWMD to the Florida Division of Administrative Hearings (“DOAH”), which assigned the Petition the following administrative proceeding styled: *Miromar Lakes Community Development District v. Alico West Fund, LLC, and South Florida Water Management District, Case No. 15-001050 (Consolidated Case No. 15-001049)*, (the “Suit”); and

WHEREAS, by letter dated May 18, 2015 (the “5/18/15 Letter”), a copy of which is attached hereto as **Exhibit 1**, Alico, through its counsel, asserted that the CDD, among others, has not performed the CDD’s obligations with respect to the Lake 5/6 and other responsibilities, as described in more detail in the 5/18/15 Letter; and

WHEREAS, Alico has denied the allegations of the CDD’s Petition in the DOAH proceedings and has vigorously contested same; and

WHEREAS, CDD denies the allegations contained in the 5/18/15 Letter and intends to vigorously contest same; and

WHEREAS, the parties to this Agreement have determined that it is their best interests to avoid the time, expense and resources of moving forward with the Suit relative to the disputes between them and wish to settle all claims set forth herein, and have therefore agreed to enter into this Agreement; and

NOW THEREFORE, in consideration of the good and valuable consideration stated herein, the parties agree as follows:

1. **RECITALS.** The above stated recitals are true and correct and are incorporated herein by reference.

2. **TERMS OF SETTLEMENT.** AWF and CDD hereby agree to the following obligations:

a. **Lakes/Facilities.** AWF agrees that development of CenterPlace pursuant to the permit shall be done in a manner to avoid construction in 2B soils (as defined by CDM Smith in certain reports referenced in **Exhibit 2** hereto) and to the extent any construction will occur in 2B soils that it will be done in a manner as to avoid any discharge of sediments to Lakes 5/6. The parties understand that on any site there will be variability of soil conditions that necessitate different engineering and construction methods. Should 2B soils be encountered where surface water management features are being located, AWF agrees that it will achieve adequate soil stabilization by using one or more of the following construction techniques, as approved by the engineer of record for CenterPlace:

1. Use of slopes flatter than may be identified in current permit drawings which indicate the maximum steepness of such slopes;
2. Excavation of 2B soils to be replaced with structural fill.
3. Incorporation of woven or non-woven fabric as may be appropriate.
4. Incorporation of soil stabilization mats as may be appropriate.
5. Other soil stabilization techniques as determined necessary by the construction contractor.

AWF agrees to allow a representative of the CDD, approved by AWF, to observe all construction activities of surface water management features in unmined soils on CenterPlace. AWF agrees and hereby approves Charlie Krebs and Jim Ward as acceptable representatives of the CDD. If the CDD desires a representative to replace Mr. Krebs and/or Mr. Ward, the CDD

shall give notice of the proposed representative(s) to AWF for AWF's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

b. **Connection to Lake 5/6.** To protect inadvertent boat traffic within the two stormwater conveyance structures connected to Lake 5/6, and as a method of secondary containment of any sediments that may be carried by stormwater discharging from any stormwater facilities, AWF agrees to modify its present construction plan, to the extent it will be allowed by no more than a letter of modification by SFWMD or agreed additional condition in the pending administrative hearing. AWF will include a rip rap groin designed with filter fabric and a gradation of rip rap material to pass the 25 year, three day flow, constructed to an elevation of twenty foot NGVD at the interface of each conveyance swale with Lake 5/6. The groin shall be designed to pass stormwater discharge while filtering suspended soil particles. At AWF's request the CDD will acknowledge its agreement to this change to the parties and the Judge in the Suit.

c. **Monitoring and Emergency Plans.** AWF and the CDD agree to work together to improve the water quality in Lake 5/6. The CDD further agrees to take ~~all~~ reasonable action (as it deems necessary) within its power and authority to restore and maintain Lake 5/6 littoral areas and ~~a natural~~the shoreline along ~~the Southern Lake (Lake 6)~~ and the Southern shore of the ~~Northern Lake (Lake 5)~~Lake 5, in accordance with permits issued by SFWMD. The CDD shall notify ~~and obtain AWF's approval~~AWF of any ~~actions taken~~proposed action to be considered by the Board of Supervisors of the CDD ~~which may have any impact to water quality in Lake 5/concerning the maintenance of Lake 6,~~ including, but not limited to ~~chemical treatments to,~~ any maintenance contract for Lake 5/6 or adjacent shorelines, construction activities in Lake 5/6 or adjacent shorelines and the stocking or removal of grass carp.

With respect to Lake 5, the CDD and AWF shall reasonably cooperate to properly maintain and operate Lake 5. This cooperation shall include, without limitation, periodic joint meetings to discuss topics of interest regarding Lake 5 and adjacent developments, improvements to be made to Lake 5, violations of pertinent laws/regulations in Lake 5 and proposed joint or individual actions proposed to be taken regarding Lake 5 or such violations.

AWF shall be responsible for monitoring the conveyance swale discharge points to Lakes 5/6 from the CenterPlace surface water management system. Monitoring shall be conducted on a daily basis during construction and thereafter on a monthly basis, for a period of at least twelve (12) months to detect any failures in the system resulting in any turbidity greater than 29 NTU's above ambient conditions being discharged from CenterPlace and actually reaching the conveyance swales (i.e. past the outfall structures in the stormwater treatment lakes) or reaching Lake 5/6. If during the 12 month testing period any failures of the system are observed the system shall be repaired and CenterPlace will be obligated to monitor the system again on a monthly basis until no failures are detected for a complete twelve (12) month period.

Monitoring may be performed from either the lakes or shoreline. Monitoring will initially require only visual observation for turbidity. Any observed turbidity will require testing using an FDEP approved nephelometer. Should any test result demonstrate turbidity greater than 29 NTU's above ambient conditions, such results shall be reported to designated contact persons with both the CDD and AWF. AWF will take appropriate action to cause the cessation of the source of the turbidity and the containment of any turbidity in the conveyance swale or Lake 5/6 near the discharge points.

AWF shall provide, at its cost, a double row of turbidity barriers (unless the parties agree that a single row can be demonstrated as satisfactory turbidity barrier is sufficient) for use at all conveyance swale discharge points to Lakes 5/6

from the CenterPlace surface water management system. Alico shall maintain said turbidity barriers and install them at Alico's expense, when necessary to contain any turbidity observed to be greater than 29 NTU's above ambient conditions. Such turbidity barriers shall remain in place as long as turbidity greater than 29 NTU's above ambient conditions is present or until all necessary repairs to the surface water management system have been completed.

CDD shall provide, at its expense, a double row of turbidity barriers to be used at each connection point between Lake 5/6 North and Lake 5/6 South, to be used, when necessary, to contain turbidity (unless the parties agree that a single turbidity barrier is sufficient). The CDD shall store and maintain said barriers and deploy/install them at the lake connection points if in the determination of either AWF or the CDD there exists a threat to lake water quality that either party would seek to contain in one of the lakes. Such concerns shall include but not be limited to turbidity, algal blooms, fish kills, petroleum spills, chemical spills or any waterborne nuisance condition. The parties will work cooperatively to abate any such nuisance condition with the applicable authorities and responsible parties to allow the barriers to be removed from the lake connections as quickly as reasonably possible.

The turbidity barriers identified in the two (2) preceding paragraphs shall be constructed of components to which the parties agree, such agreement not to be unreasonably withheld. The barriers may remain in place until both parties are reasonably satisfied that the concern over movement of deleterious sediments into Lake 5/6 North and Lake 5/6 South, has passed. Either party may also report the results of any turbidity or other monitoring to the County, SFWMD or

other government entity for appropriate enforcement action against any party responsible for any turbidity or other water quality violations.

d. AWF and CDD agree to enter into an inter-local agreement within ninety (90) days of executing this Agreement, to implement the foregoing provisions of this subparagraph c. Once adopted, said inter-local agreement shall supersede and control over subparagraph c. The inter-local agreement will provide for an appropriate sharing of costs for lake management activities. The inter-local agreement will also provide for joint plans for emergency preparation for a Category I or greater hurricane forecasted to make landfall for Lee or Collier County. The inter-local agreement will allow the parties, either individually or jointly, to place a double row of floating turbidity barriers at the connection points between Lakes 5/6 North and Lake 5/6 South, and the discharge points from the CenterPlace surface water management system into Lake 5/6 North, until such time as the threat of a hurricane has passed. Alico shall establish a community development district, master association or other entity to own, maintain and/or operate Lake 5/6 North and the surface water management system for CenterPlace, Alico shall cause such entity or entities to assume the obligations of AWF under this Agreement and to become a party to the emergency plan. Failure to finalize and execute such inter-local agreement shall not operate to void or nullify the remaining provisions of this Agreement.

3. **DISMISSAL OF SUIT.** Within five (5) days of entry into this Agreement, CDD shall withdraw and/or dismiss its petition filed in the Suit, with prejudice. The parties agree that each shall bear its own costs and attorney's fees with respect to the Suit.

4. **BINDING EFFECT.** This Agreement shall bind and benefit the heirs, personal representatives, successors and permitted assigns of the parties.

5. **PRIOR AGREEMENTS AND MODIFICATION.** This Agreement sets forth the entire understanding and agreement between the parties with reference to the subject matter hereof, there is no other concurrent agreement, it supersedes any prior agreement, and it may not be modified or amended except in writing signed by all parties.

6. **SEVERABILITY.** In case any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

7. **APPROVAL BY CDD.** The parties recognize that this Agreement must be approved by the Board of Supervisors of the CDD at a properly noticed public hearing, and this Agreement shall not be binding until such approval occurs. ~~Given the short time frame until the final hearing currently scheduled in the matter the CDD shall have two (2) business days from receipt of a copy of this Agreement executed by AWF in which to make its decision to approve or reject this Agreement.~~

8. **CORPORATE, LLC AND PARTNERSHIP RESOLUTIONS.** Any corporate party to this Agreement has entered into this Agreement under the express authority of its Board of Directors and in accordance with its Articles of Incorporation and Bylaws. Any LLC that is a party to this Agreement has properly entered into this Agreement in accordance with its Articles of Organization and Operating Agreement or Regulations. Any party to this Agreement that is a partnership has entered into this Agreement under the express authority of all of its general partners and in accordance with its partnership agreement.

9. **COOPERATION.** The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

10. **COUNTERPARTS AND COPIES.** This Agreement may be executed in several counterpart documents, each of which shall be construed as an original, and all so executed will together constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties may not be signatories to the same counterpart, and the signature pages from all and original counterparts may be assembled and made a part of a single original document. Copies of this signed Agreement shall be considered as originals. Transmission of this executed Agreement by facsimile or email by one party to another shall be considered delivery for all legal purposes.

11. **HEADINGS.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12. **CONSTRUCTION / NO ADMISSION OF FAULT.** Wherever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural. It is expressly agreed and understood that entry into and execution of this Agreement shall not be construed as an admission of fault against either party.

13. **WAIVERS.** No delay or omission to exercise any right, power, or remedy accruing to a party on any breach or default of another party under this Agreement shall impair any such right, power, or remedy of the aggrieved party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind or character on the part of a party of any breach or default under this Agreement, or any waiver on the part of a

party of any provision or condition of this Agreement, must be in writing and be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to a party, shall be cumulative and not alternative.

14. **MUTUAL RELEASES.** Exclusive of the obligations set forth in this agreement, AWF and CDD release each other and also their officers, directors, shareholders, agents, servants, heirs, personal representatives, successors and assigns from any and all judgments, claims, liens, causes of action and demands whether directly contingent, liquidated or unliquidated, known or unknown, that either party had or now has against the other irrespective of whether the consequences to either party to this agreement were foreseen or unforeseen, including without limitation, any and all claims based upon subrogation, indemnification and contribution, whether statutory or common law, recognizing that all parties to this agreement intend that this release be construed as complete and general release of all claims, causes of action and demands whatsoever, which exist, have existed or could exist, between the parties from the beginning of time, up through the date of this agreement, including, without limitation to the following:

1. Any claims, causes of action and demands which were raised or could have been raised by either party in the Suit.

2. All claims, causes or actions or demands arising from, referring to or related to the matters set forth in the 5/18/15 Letter. With the exception that to the extent the CDD is required by the SFWMD or other third parties to address the claims in the 5/18/15 Letter or any legal proceeding emanating from that letter, the Parties understand that this Agreement and in particular this release language shall serve as a bar or release of any responsibility

determined to be the CDD's nor shall this Agreement in ~~any way any way~~ be deemed void or invalid in any part should such occurrence come to pass.

15. **CONCURRENT REMEDIES.** No right or remedy herein conferred on or reserved to a party hereof is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

16. **ENFORCEMENT.** Either party shall be entitled to seek enforcement of this Agreement through legal or equitable relief in the Courts of the County or, if appropriate, in an administrative proceeding under Chapter 120, Fla. Stat. Sole and exclusive venue for any Court proceeding pertaining to any dispute arising from this Agreement shall lay in the Courts of the County.

~~4-17.~~ **NOTICES.** All notices and other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, AirBorne Express or similar overnight delivery service, addressed as follows:

If to the Alico:

Private Equity Group
12800 University Drive
Suite 275
Fort Myers, FL 33907
Attention: Mr. Donald R. Schrottenboer

With Copies to:

Lewis, Longman & Walker, P.A.
101 Riverfront Blvd.,
Suite 620
Bradenton, FL 34205

Attention: Kevin S. Hennessy, Esq.

If to CDD:

Miromar Lakes Community Development District
c/o JPWard & Associates, LLC
2041 NE 6 Terrace
Wilton Manors, Florida 33305
Attention: Mr. James P. Ward



With Copies to:

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attention: Gregory Urbancic, Esq.

and

Greenspoon Marder, P.A.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Attention: Glenn N. Smith, Esq.

4718. DEADLINES. If any deadline set forth in this Agreement shall fall upon a weekend or national holiday, it shall be extended until the next business day.

SIGNATURES CONTAINED ON THE NEXT PAGE

ALICO WEST FUND, LLC.

MIROMAR LAKES, COMMUNITY
DEVELOPMENT DISTRICT

By:

By:

Its:

Its:

Date:

Date:

SETTLEMENT AGREEMENT

ALICO WEST FUND, LLC whose address is 12800 University Drive, Suite 275, Fort Myers, Florida 33907 (“AWF”), and MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, whose address is c/o JP Ward & Associates, LLC, 2041 NE 6th Terrace, Wilton Manors, Florida 33305 (“CDD”), hereby enter into this Settlement Agreement (“Agreement”) and state as follows:

WHEREAS, AWF is a Florida limited liability company with its principal place of business in Lee County, Florida (“County”); and

WHEREAS, AWF owns and is developing a parcel of land located in Lee County, Florida, south of Alico Road and east of Ben Hill Griffin Parkway known as “CenterPlace”; and

WHEREAS, CenterPlace includes a lake, commonly known as Lake 5; and

WHEREAS, CDD is organized and existing under the law of the State of Florida; and

WHEREAS, CDD owns property adjacent to CenterPlace, including a lake commonly known as Lake 6; and

WHEREAS, Lakes 5 and 6 are interconnected and are commonly referred to jointly as Lakes 5/6. Lake 5 is also often referred to as Lake 5/6 North and Lake 6 is also often referred to as Lake 5/6 South; and

WHEREAS, AWF and CDD share certain rights to Lakes 5/6; and

WHEREAS, based upon Application Number 140124-14 submitted by Alico to the South Florida Water Management District (“SFWMD”), the SFWMD, on January 12, 2015, issued Permit Modification Number 36-03558-P-05 approving a modification to the surface water management system serving CenterPlace; and

WHEREAS, CDD filed with the SFWMD, a Petition Requesting Formal Administrative Hearing challenging the Permit Modification; and

WHEREAS, the Petition was referred by SFWMD to the Florida Division of Administrative Hearings (“DOAH”), which assigned the Petition the following administrative proceeding styled: *Miromar Lakes Community Development District v. Alico West Fund, LLC, and South Florida Water Management District, Case No. 15-001050 (Consolidated Case No. 15-001049)*, (the “Suit”); and

WHEREAS, by letter dated May 18, 2015 (the “5/18/15 Letter”), a copy of which is attached hereto as **Exhibit 1**, Alico, through its counsel, asserted that the CDD, among others, has not performed the CDD’s obligations with respect to the Lake 5/6 and other responsibilities, as described in more detail in the 5/18/15 Letter; and

WHEREAS, Alico has denied the allegations of the CDD’s Petition in the DOAH proceedings and has vigorously contested same; and

WHEREAS, CDD denies the allegations contained in the 5/18/15 Letter and intends to vigorously contest same; and

WHEREAS, the parties to this Agreement have determined that it is their best interests to avoid the time, expense and resources of moving forward with the Suit relative to the disputes between them and wish to settle all claims set forth herein, and have therefore agreed to enter into this Agreement; and

NOW THEREFORE, in consideration of the good and valuable consideration stated herein, the parties agree as follows:

1. **RECITALS.** The above stated recitals are true and correct and are incorporated herein by reference.

2. **TERMS OF SETTLEMENT.** AWF and CDD hereby agree to the following obligations:

a. **Lakes/Facilities.** AWF agrees that development of CenterPlace pursuant to the permit shall be done in a manner to avoid construction in 2B soils (as defined by CDM Smith in certain reports referenced in **Exhibit 2** hereto) and to the extent any construction will occur in 2B soils that it will be done in a manner as to avoid any discharge of sediments to Lakes 5/6. The parties understand that on any site there will be variability of soil conditions that necessitate different engineering and construction methods. Should 2B soils be encountered where surface water management features are being located, AWF agrees that it will achieve adequate soil stabilization by using one or more of the following construction techniques, as approved by the engineer of record for CenterPlace:

1. Use of slopes flatter than may be identified in current permit drawings which indicate the maximum steepness of such slopes;
2. Excavation of 2B soils to be replaced with structural fill.
3. Incorporation of woven or non-woven fabric as may be appropriate.
4. Incorporation of soil stabilization mats as may be appropriate.
5. Other soil stabilization techniques as determined necessary by the construction contractor.

AWF agrees to allow a representative of the CDD, approved by AWF, to observe all construction activities of surface water management features in unmined soils on CenterPlace. AWF agrees and hereby approves Charlie Krebs and Jim Ward as acceptable representatives of the CDD. If the CDD desires a representative to replace Mr. Krebs and/or Mr. Ward, the CDD

shall give notice of the proposed representative(s) to AWF for AWF's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

b. **Connection to Lake 5/6.** To protect inadvertent boat traffic within the two stormwater conveyance structures connected to Lake 5/6, and as a method of secondary containment of any sediments that may be carried by stormwater discharging from any stormwater facilities, AWF agrees to modify its present construction plan, to the extent it will be allowed by no more than a letter of modification by SFWMD or agreed additional condition in the pending administrative hearing. AWF will include a rip rap groin designed with filter fabric and a gradation of rip rap material to pass the 25 year, three day flow, constructed to an elevation of twenty foot NGVD at the interface of each conveyance swale with Lake 5/6. The groin shall be designed to pass stormwater discharge while filtering suspended soil particles. At AWF's request the CDD will acknowledge its agreement to this change to the parties and the Judge in the Suit.

c. **Monitoring and Emergency Plans.** AWF and the CDD agree to work together to improve the water quality in Lake 5/6. The CDD further agrees to take reasonable action (as it deems necessary) within its power and authority to restore and maintain Lake 6 littoral areas and the shoreline along Lake 6 and the Southern shore of the Lake 5, in accordance with permits issued by SFWMD. The CDD shall notify AWF of any proposed action to be considered by the Board of Supervisors of the CDD concerning the maintenance of Lake 6, including, but not limited to, any maintenance contract for Lake 6 or adjacent shorelines, construction activities in Lake 6 or adjacent shorelines and the stocking or removal of grass carp.

With respect to Lake 5, the CDD and AWF shall reasonably cooperate to properly maintain and operate Lake 5. This cooperation shall include, without limitation, periodic joint

meetings to discuss topics of interest regarding Lake 5 and adjacent developments, improvements to be made to Lake 5, violations of pertinent laws/regulations in Lake 5 and proposed joint or individual actions proposed to be taken regarding Lake 5 or such violations.

AWF shall be responsible for monitoring the conveyance swale discharge points to Lakes 5/6 from the CenterPlace surface water management system. Monitoring shall be conducted on a daily basis during construction and thereafter on a monthly basis, for a period of at least twelve (12) months to detect any failures in the system resulting in any turbidity greater than 29 NTU's above ambient conditions being discharged from CenterPlace and actually reaching the conveyance swales (i.e. past the outfall structures in the stormwater treatment lakes) or reaching Lake 5/6. If during the 12 month testing period any failures of the system are observed the system shall be repaired and CenterPlace will be obligated to monitor the system again on a monthly basis until no failures are detected for a complete twelve (12) month period.

Monitoring may be performed from either the lakes or shoreline. Monitoring will initially require only visual observation for turbidity. Any observed turbidity will require testing using an FDEP approved nephelometer. Should any test result demonstrate turbidity greater than 29 NTU's above ambient conditions, such results shall be reported to designated contact persons with both the CDD and AWF. AWF will take appropriate action to cause the cessation of the source of the turbidity and the containment of any turbidity in the conveyance swale or Lake 5/6 near the discharge points.

AWF shall provide, at its cost, a double row of turbidity barriers (unless the parties agree that a single turbidity barrier is sufficient) for use at all conveyance swale discharge points to Lakes 5/6

from the CenterPlace surface water management system. Alico shall maintain said turbidity barriers and install them at Alico's expense, when necessary to contain any turbidity observed to be greater than 29 NTU's above ambient conditions. Such turbidity barriers shall remain in place as long as turbidity greater than 29 NTU's above ambient conditions is present or until all necessary repairs to the surface water management system have been completed.

CDD shall provide, at its expense, a double row of turbidity barriers to be used at each connection point between Lake 5/6 North and Lake 5/6 South, to be used, when necessary, to contain turbidity (unless the parties agree that a single turbidity barrier is sufficient). The CDD shall store and maintain said barriers and deploy/install them at the lake connection points if in the determination of either AWF or the CDD there exists a threat to lake water quality that either party would seek to contain in one of the lakes. Such concerns shall include but not be limited to turbidity, algal blooms, fish kills, petroleum spills, chemical spills or any waterborne nuisance condition. The parties will work cooperatively to abate any such nuisance condition with the applicable authorities and responsible parties to allow the barriers to be removed from the lake connections as quickly as reasonably possible.

The turbidity barriers identified in the two (2) preceding paragraphs shall be constructed of components to which the parties agree, such agreement not to be unreasonably withheld. The barriers may remain in place until both parties are reasonably satisfied that the concern over movement of deleterious sediments into Lake 5/6 North and Lake 5/6 South, has passed. Either party may also report the results of any turbidity or other monitoring to the County, SFWMD or other government entity for appropriate enforcement action against any party responsible for any turbidity or other water quality violations.

d. AWF and CDD agree to enter into an inter-local agreement within ninety (90) days of executing this Agreement, to implement the foregoing provisions of this subparagraph c. Once adopted, said inter-local agreement shall supersede and control over subparagraph c. The inter-local agreement will provide for an appropriate sharing of costs for lake management activities. The inter-local agreement will also provide for joint plans for emergency preparation for a Category I or greater hurricane forecasted to make landfall for Lee or Collier County. The inter-local agreement will allow the parties, either individually or jointly, to place a double row of floating turbidity barriers at the connection points between Lakes 5/6 North and Lake 5/6 South, and the discharge points from the CenterPlace surface water management system into Lake 5/6 North, until such time as the threat of a hurricane has passed. Alico shall establish a community development district, master association or other entity to own, maintain and/or operate Lake 5/6 North and the surface water management system for CenterPlace, Alico shall cause such entity or entities to assume the obligations of AWF under this Agreement and to become a party to the emergency plan. Failure to finalize and execute such inter-local agreement shall not operate to void or nullify the remaining provisions of this Agreement.

3. **DISMISSAL OF SUIT.** Within five (5) days of entry into this Agreement, CDD shall withdraw and/or dismiss its petition filed in the Suit, with prejudice. The parties agree that each shall bear its own costs and attorney's fees with respect to the Suit.

4. **BINDING EFFECT.** This Agreement shall bind and benefit the heirs, personal representatives, successors and permitted assigns of the parties.

5. **PRIOR AGREEMENTS AND MODIFICATION.** This Agreement sets forth the entire understanding and agreement between the parties with reference to the subject matter

hereof, there is no other concurrent agreement, it supersedes any prior agreement, and it may not be modified or amended except in writing signed by all parties.

6. **SEVERABILITY.** In case any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

7. **APPROVAL BY CDD.** The parties recognize that this Agreement must be approved by the Board of Supervisors of the CDD at a properly noticed public hearing, and this Agreement shall not be binding until such approval occurs.

8. **CORPORATE, LLC AND PARTNERSHIP RESOLUTIONS.** Any corporate party to this Agreement has entered into this Agreement under the express authority of its Board of Directors and in accordance with its Articles of Incorporation and Bylaws. Any LLC that is a party to this Agreement has properly entered into this Agreement in accordance with its Articles of Organization and Operating Agreement or Regulations. Any party to this Agreement that is a partnership has entered into this Agreement under the express authority of all of its general partners and in accordance with its partnership agreement.

9. **COOPERATION.** The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

10. **COUNTERPARTS AND COPIES.** This Agreement may be executed in several counterpart documents, each of which shall be construed as an original, and all so executed will together constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties may not be signatories to the same counterpart, and the signature pages from all and

original counterparts may be assembled and made a part of a single original document. Copies of this signed Agreement shall be considered as originals. Transmission of this executed Agreement by facsimile or email by one party to another shall be considered delivery for all legal purposes.

11. **HEADINGS.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12. **CONSTRUCTION / NO ADMISSION OF FAULT.** Wherever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural. It is expressly agreed and understood that entry into and execution of this Agreement shall not be construed as an admission of fault against either party.

13. **WAIVERS.** No delay or omission to exercise any right, power, or remedy accruing to a party on any breach or default of another party under this Agreement shall impair any such right, power, or remedy of the aggrieved party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind or character on the part of a party of any breach or default under this Agreement, or any waiver on the part of a party of any provision or condition of this Agreement, must be in writing and be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to a party, shall be cumulative and not alternative.

14. **MUTUAL RELEASES.** Exclusive of the obligations set forth in this agreement, AWF and CDD release each other and also their officers, directors, shareholders, agents, servants, heirs, personal representatives, successors and assigns from any and all judgments,

claims, liens, causes of action and demands whether directly contingent, liquidated or unliquidated, known or unknown, that either party had or now has against the other irrespective of whether the consequences to either party to this agreement were foreseen or unforeseen, including without limitation, any and all claims based upon subrogation, indemnification and contribution, whether statutory or common law, recognizing that all parties to this agreement intend that this release be construed as complete and general release of all claims, causes of action and demands whatsoever, which exist, have existed or could exist, between the parties from the beginning of time, up through the date of this agreement, including, without limitation to the following:

1. Any claims, causes of action and demands which were raised or could have been raised by either party in the Suit.

2. All claims, causes or actions or demands arising from, referring to or related to the matters set forth in the 5/18/15 Letter. With the exception that to the extent the CDD is required by the SFWMD or other third parties to address the claims in the 5/18/15 Letter or any legal proceeding emanating from that letter, the Parties understand that this Agreement and in particular this release language shall serve as a bar or release of any responsibility determined to be the CDD's nor shall this Agreement in any way be deemed void or invalid in any part should such occurrence come to pass.

15. **CONCURRENT REMEDIES.** No right or remedy herein conferred on or reserved to a party hereof is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

16. **ENFORCEMENT.** Either party shall be entitled to seek enforcement of this Agreement through legal or equitable relief in the Courts of the County or, if appropriate, in an administrative proceeding under Chapter 120, Fla. Stat. Sole and exclusive venue for any Court proceeding pertaining to any dispute arising from this Agreement shall lay in the Courts of the County.

17. **NOTICES.** All notices and other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, AirBorne Express or similar overnight delivery service, addressed as follows:

If to the Alico:

Private Equity Group
12800 University Drive
Suite 275
Fort Myers, FL 33907
Attention: Mr. Donald R. Schrottenboer

With Copies to:

Lewis, Longman & Walker, P.A.
101 Riverfront Blvd.,
Suite 620
Bradenton, FL 34205
Attention: Kevin S. Hennessy, Esq.

If to CDD:

Miromar Lakes Community Development District
c/o JPWard & Associates, LLC
2041 NE 6 Terrace
Wilton Manors, Florida 33305
Attention: Mr. James P. Ward

With Copies to:

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attention: Gregory Urbancic, Esq.

and

Greenspoon Marder, P.A.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Attention: Glenn N. Smith, Esq.

18. **DEADLINES.** If any deadline set forth in this Agreement shall fall upon a weekend or national holiday, it shall be extended until the next business day.

SIGNATURES CONTAINED ON THE NEXT PAGE

ALICO WEST FUND, LLC.

MIROMAR LAKES, COMMUNITY
DEVELOPMENT DISTRICT

By:

By:

Its:

Its:

Date:

Date:



MEMORANDUM

To: Jim Ward
From: Charlie Krebs
Date: August 7, 2015
Subject: Miromar Lakes Tract M-M

HM Project No. 2015.014

Miromar Development Corporation has made a request of the CDD to transfer approximately 5,600 s.f. of existing lake shore line locate on the east side of Lake 1A (see sketch legal description) back to the developer in exchange for a completed lake located in the Phase III Peninsula development. This request is part of their development activities for the existing lots located adjacent to Miromar Lakes Blvd. West (See Sketch of Tract M-M).

Lake A1 was purchased by the CDD from Miromar Development Corporation in April of 2005, along with 4 other lakes. The developer's plan for these lots requires a depth of 140 ft. The 5,600 s.f. of shoreline will allow the proposed lots to meet this request (see attached site plan).

In addition to the transfer of property the developer is requesting a vacation of a portion of the existing lake maintenance easement that encumbers the property (see sketch of legal description for LME). The existing 20 lake maintenance easement will be replaced with a new 20 ft easement that takes into consideration the new lake shoreline. This new easement will be recorded as part of the proposed plat of the community (see preliminary plat).

The transfer of the requested lake shore line back to the developer will not have a negative effect on the performance of this lake to meet any and all water quality requirements. This lake was expanded with the construction of the existing club house. This expansion provided additional water quality volume that exceeds any volume lost by the transfer of the shoreline.

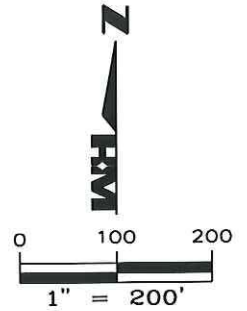
There are no other CDD owned facilities impacted by this transfer request.

THIS IS NOT A SURVEY

MIROMAR
LAKES - UNIT
FOUR
BLOCK "A"
P.B. 70 PG. 48

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

MIROMAR
LAKES - UNIT
FOUR
P.B. 70 PG. 48



BEN HILL GRIFFIN PARKWAY

POC
S.E. CORNER
OF BLOCK "A"

POB

S86°19'28"E
20.95

EASTERLY BOUNDARY OF
LAKE 1A DESCRIBED IN
O.R. 4672 PG. 1318

PART OF STRAP:
14-46-25-00
-00001.0028

LAKE 1A DESCRIBED IN
SPECIAL WARRANTY DEED,
O.R. 4672 PG. 1318

SECTION 14-46S-25E
SECTION 15-46S-25E

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	60.02	31°49'18"	32.91	N16°24'03"W	33.33
C2	50.00	28°18'31"	24.45	N13°39'51"E	24.70
C3	75.00	28°18'31"	36.68	N13°39'51"E	37.06
C4	25.00	27°45'11"	11.99	N13°23'11"E	12.11
C5	125.00	27°34'16"	59.57	N13°28'38"E	60.15
C6	860.00	26°48'58"	398.84	N13°42'59"W	402.50

LINE	BEARING	DISTANCE
L1	S44°41'01"E	81.50
L2	S23°36'16"E	63.45
L3	S25°51'04"E	132.77
L4	S22°37'55"E	40.35
L5	S17°32'35"E	84.57
L6	S14°05'05"E	66.56
L7	S09°28'59"E	60.96
L8	S04°33'38"E	54.62
L9	S00°08'39"W	88.17
L10	S08°29'10"W	72.35
L11	S03°21'51"E	63.58
L12	S30°22'14"E	23.99
L13	S34°19'04"E	27.72
L14	N45°42'42"W	37.05
L15	N35°26'49"W	31.75
L16	N00°29'25"W	4.98
L17	N27°15'46"E	1.90
L18	N27°07'27"W	122.79
L19	N35°37'28"W	102.92

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY: *Thomas M. Murphy*
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

DRAWN BY: R.A.K.	DATE: 6/22/15
CHECKED BY: T.M.M.	DATE: 6/22/15
SEC-TWN-RGE: 14-46S-25E	SCALE: 1" = 200'



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

Shoreline Transfer
SKETCH OF LEGAL DESCRIPTION

DRAWING NO. B-7179
PROJECT NO. 2015014
FILE NAME Portion of Lake 1A.dwg

THIS IS NOT A SURVEY

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

MIROMAR
LAKES - UNIT
FOUR
P.B. 70 PG. 50

MIROMAR
LAKES - UNIT
FOUR
P.B. 70 PG. 50

POB
S.E. CORNER OF TRACT
"B", MIROMAR LAKES
UNIT FOUR

PARCEL B-5508
DESCRIBED IN INST.
2006000301183

TRACT
M-M
220,564 SF
OR 5.1 AC

PARCEL DESCRIBED IN
SPECIAL WARRANTY DEED,
O.R. 4672 PG. 1318

L1 BEARING REFERENCE

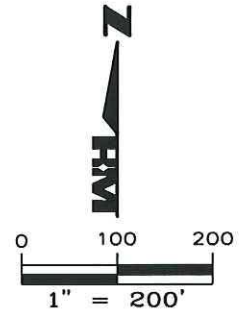
WESTERLY
RIGHT-OF-WAY
LINE

BEN HILL GRIFFIN PARKWAY

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

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



LEGEND

INST. - INSTRUMENT NUMBER
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY

LINE	BEARING	DISTANCE
L1	S03°31'24"E	841.09
L2	N71°33'34"W	68.17
L3	N52°06'58"W	35.47
L4	N76°47'59"W	50.75
L5	N24°22'50"E	5.14
L6	N45°42'42"W	37.05
L7	N35°26'49"W	31.75
L8	N00°29'25"W	4.98
L9	N27°15'46"E	1.90
L10	N27°07'27"W	122.79
L11	N35°37'28"W	102.92
L12	N50°50'38"E	74.29
L13	N86°28'38"E	69.15

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	235.00	28°03'14"	113.92	S32°28'03"W	115.06
C2	60.02	31°49'18"	32.91	N16°24'03"W	33.33
C3	50.00	28°18'31"	24.45	N13°39'51"E	24.70
C4	75.00	28°18'31"	36.68	N13°39'51"E	37.06
C5	25.00	27°45'11"	11.99	N13°23'11"E	12.11
C6	125.00	27°34'16"	59.57	N13°28'38"E	60.15
C7	860.00	26°48'58"	398.84	N13°42'59"W	402.50
C8	15.00	68°58'25"	16.99	N79°10'13"W	18.06
C9	116.00	101°04'30"	179.11	S89°41'32"E	204.63
C10	94.00	46°42'30"	74.53	N63°07'21"E	76.63
C11	34.00	49°52'51"	28.67	S68°34'59"E	29.60

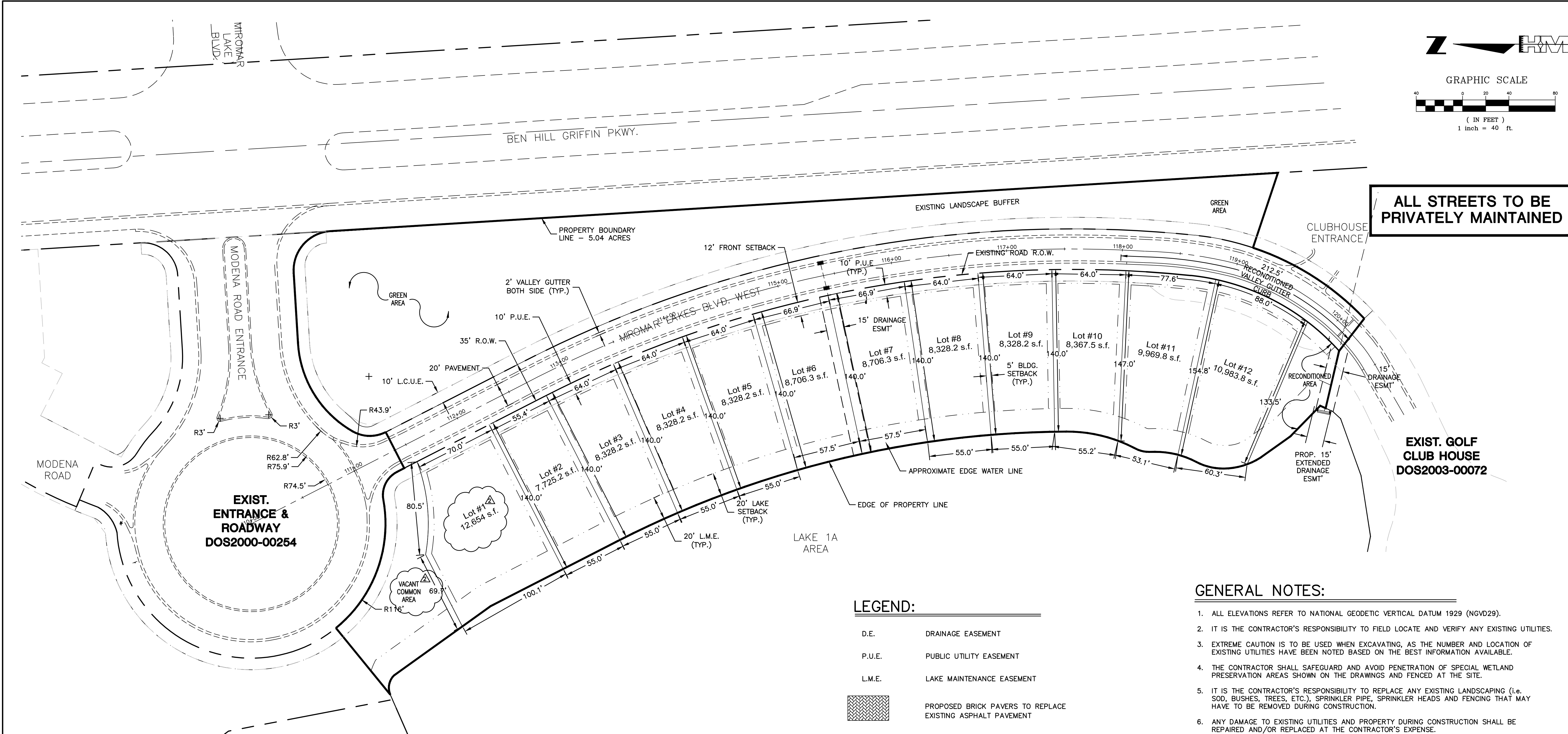
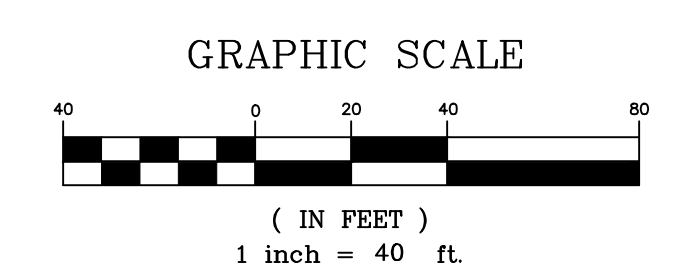
DRAWN BY: R.A.K.	DATE: 5/14/15
CHECKED BY: T.M.M.	DATE: 5/14/15
SEC-TWN-RGE: 14-46S-25E	SCALE: 1" = 200'



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

SKETCH OF LEGAL DESCRIPTION
MIROMAR LAKES - TRACT M-M

DRAWING NO. B-7152
PROJECT NO. 2015014
FILE NAME Tract M-M Sketch of Legal.dwg



ALL STREETS TO BE PRIVATELY MAINTAINED

**EXIST. GOLF CLUB HOUSE
DOS2003-00072**

**EXIST. ENTRANCE & ROADWAY
DOS2000-00254**

GENERAL DEVELOPMENT NOTE:

1) BASED ON THE SFWMD GENERAL PERMIT #36-03568-P AND THE U.S.D.A. SOIL CONSERVATION SERVICE SOIL SURVEY OF LEE COUNTY, FLORIDA. IT IS ANTICIPATED THAT THIS SITE MAY BE USED SAFELY FOR BUILDING PURPOSES, WITHOUT UNDUE DANGER FROM FLOOD OR ADVERSE SOIL OR FOUNDATION CONDITIONS. SUBJECT TO PROPERLY ENGINEERED AND CONSTRUCTED CORRECTIVE MEASURES, INCLUDING BUT NOT LIMITED TO SITE FILL, DRAINAGE WATER MANAGEMENT AND SEWAGE DISPOSAL FACILITIES.

LEGEND:

- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- L.M.E. LAKE MAINTENANCE EASEMENT
- PROPOSED BRICK PAVERS TO REPLACE EXISTING ASPHALT PAVEMENT

**MIROMAR LAKES
RES #Z-13-020**

PROPOSED LAND USE: SINGLE FAMILY
 MIN SETBACKS:
 FRONT: 20 FT. FRONT LOADING/ 12 FT. SIDE LOADING
 SIDE: 5 FT.
 REAR: 10 FT.
 LAKE: 20 FT.
 MINIMUM BUILDING SEPERATION = 10 FT.
 MAX. LOT COVER: 45%
 MINIMUM LOT AREA = 6,500 S.F.
 MINIMUM LOT WIDTH = 50 FT
 MINIMUM LOT DEPTH = 70 FT
 MAX BUILDING HEIGHT 3 STORIES / 45 FT

PROJECT DATA:

PROP. ONSITE IMPROVEMENTS	
△ OPEN SPACE/GREEN AREA	79,776 SF = 1.83 AC. = 36.36%
△ RIGHT OF WAY AREA	30,743 SF = 0.71 AC. = 14.01%
△ S.F. RESIDENTIAL LOTS	108,871 SF = 2.50 AC. = 49.62%
TOTAL PROJECT AREA	219,390 SF = 5.04 AC. = 100.0%

GENERAL NOTES:

1. ALL ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD29).
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE AND VERIFY ANY EXISTING UTILITIES.
3. EXTREME CAUTION IS TO BE USED WHEN EXCAVATING, AS THE NUMBER AND LOCATION OF EXISTING UTILITIES HAVE BEEN NOTED BASED ON THE BEST INFORMATION AVAILABLE.
4. THE CONTRACTOR SHALL SAFEGUARD AND AVOID PENETRATION OF SPECIAL WETLAND PRESERVATION AREAS SHOWN ON THE DRAWINGS AND FENCED AT THE SITE.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY EXISTING LANDSCAPING (I.E. SOD, BUSHES, TREES, ETC.), SPRINKLER PIPE, SPRINKLER HEADS AND FENCING THAT MAY HAVE TO BE REMOVED DURING CONSTRUCTION.
6. ANY DAMAGE TO EXISTING UTILITIES AND PROPERTY DURING CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
7. PRIOR TO LANDSCAPING ANY AREAS WITHIN THE ROAD RIGHT-OF-WAY, A LANDSCAPING PLAN AND RIGHT-OF-WAY PERMIT SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COUNTY ENGINEER.
(NOTE: LANDSCAPING WORK TO BE DONE BY OTHERS.)
8. IRRIGATION LINE SIZES, LOCATION, AND CASING LOCATIONS ARE TO BE PROVIDED BY LANDSCAPE ARCHITECT.
9. ALL SUB-SURFACE INSTALLATIONS FOR WATER, SEWER, DRAINAGE AND PUBLIC UTILITIES SHALL BE INSTALLED PRIOR TO COMPACTION OF SUBGRADE AND ROADWAY CONSTRUCTION.
10. ALL CONDUITS NECESSARY FOR ELECTRICAL, CABLE TELEVISION, TELEPHONE, STREET LIGHTING, ETC. SHALL BE INSTALLED PRIOR TO STREET CONSTRUCTION.
11. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION TO BE MAINTAINED BETWEEN WATER MAIN AND SEWAGE FORCE MAIN/SANITARY SEWAGE GRAVITY MAIN. JOINTS TO BE EQUIDISTANT AT CROSSING
12. CONSTRUCTION OF SANITARY SEWERS SHALL BE STARTED AT THE WET WELL OF EACH SEWAGE PUMPING STATION AND BE INSTALLED IN AN UPSTREAM DIRECTION THEREFROM. SEWER CONSTRUCTION SHALL BE CONTINUED ONLY FROM A DOWNSTREAM PIPE OR COMPLETED SEWER AT ALL TIMES WITHOUT FLOW GAPS.
13. ALL WATER MAINS AND SEWAGE FORCE MAINS ON THIS PROJECT ARE TO BE C-900 CLASS 150 PVC PIPE; EXCEPT UNDER PAVEMENT WHERE DUCTILE IRON PIPE SHALL BE USED, AND IS TO EXTEND AT LEAST 5' PASSED THE PAVED AREAS.
14. PIPE JOINT DEFLECTIONS SHALL NOT EXCEED ONE HALF OF THE MANUFACTURER'S SPECIFICATIONS. FITTINGS SHALL BE USED WHERE DEFLECTIONS EXCEED ALLOWABLE PIPE JOINT DEFLECTION.
15. MODEL HOMES SHALL BE ALLOWED THRU 2009 PER Z-02-072

M:\Projects\2015\MIROMAR LAKES\Lee County Development\Plan\1303-04.mpd.dwg Title: LAYOUT Jul 16, 2015 10:40am

LETTER	REVISIONS	DATE
△	Revised Lot #1 per Owner's Request	07/16/25
△	Revised per Lee County Comments	06/24/15

**MIROMAR LAKES
TRACT M - M
LEE COUNTY, FL**

DESIGNED BY C.L.K.	DATE 04/10/15
DRAWN BY C.L.K.	DATE 04/10/15
CHECKED BY C.L.K.	DATE 04/10/15
VERTICAL SCALE N/A	HORIZONTAL SCALE 1" = 40'



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

MASTER SITE PLAN

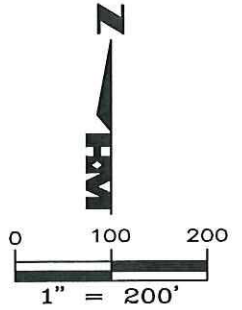
THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED AND SEALED BELOW:	CAD FILE NAME: xxxx-04 MSP	DRAWING NO.: xxxx-04
CHARLES L. KREBS, P.E. FLORIDA PROFESSIONAL ENGINEER REGISTRATION #56835	PROJECT NO.: 2015014	SHEET NO.: 4 OF XX

THIS IS NOT A SURVEY

MIROMAR
LAKES - UNIT
FOUR
BLOCK "A"
P.B. 70 PG. 50

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

MIROMAR
LAKES - UNIT
FOUR
P.B. 70 PG. 50



POB
S.E. CORNER
OF BLOCK "A"

L17
C1
L2
L25
C2
L24
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15
L16
L17
L18
L19
L20
L21
L22

SOUTHERLY
BOUNDARY OF
TRACT "B"

A PORTION OF 20' LME (LAKE
1A MAINTENANCE EASEMENT
(4883)) DESCRIBED IN
O.R. 4672 PG. 1345

WESTERLY
RIGHT-OF-WAY
LINE

PARCEL DESCRIBED IN
SPECIAL WARRANTY DEED,
O.R. 4672 PG. 1318

BEN HILL GRIFFIN PARKWAY

SECTION 14-46S-25E
SECTION 15-46S-25E

REMAINDER OF 20'
LME DESCRIBED IN
O.R. 4672 PG. 1345

LEGEND

INST. - INSTRUMENT NUMBER
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
LME = LAKE MAINTENANCE EASEMENT

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

LINE	BEARING	DISTANCE
L1	N10°53'10"W	20.51
L2	S44°41'01"E	85.22
L3	S23°36'16"E	66.78
L4	S25°51'04"E	132.94
L5	S22°37'55"E	41.80
L6	S17°32'35"E	86.07
L7	S14°05'05"E	67.97
L8	S09°28'59"E	62.63
L9	S04°33'38"E	56.30
L10	S00°08'39"W	90.45
L11	S08°29'10"W	71.74
L12	S03°21'51"E	37.06
L13	N83°53'53"W	20.28
L14	N03°21'51"W	35.80
L15	N08°29'10"E	72.35
L16	N00°08'39"E	88.17
L17	N04°33'38"W	54.62
L18	N09°28'59"W	60.96
L19	N14°05'05"W	66.56
L20	N17°32'35"W	84.57
L21	N22°37'55"W	40.35
L22	N25°51'04"W	132.77
L23	N23°36'16"W	63.45
L24	N44°41'01"W	81.50
L25	S66°20'34"W	4.61

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	35.00	69°05'41"	39.70	S79°13'51"E	42.21
C2	15.00	68°58'25"	16.99	N79°10'13"W	18.06

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY *Thomas M. Murphy*
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

DRAWN BY: R.A.K.	DATE: 6/16/15
CHECKED BY: T.M.M.	DATE: 6/16/15
SEC-TWN-RGE: 14-46S-25E	SCALE: 1" = 200'



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

Lake Maintenance Easement
SKETCH OF LEGAL DESCRIPTION

DRAWING NO. B-7166
PROJECT NO. 2015014
FILE NAME LME Vocate.dwg

MIROMAR LAKES UNIT XV – Villa D'Este

A SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

INSTRUMENT NO.

SHEET 1 of 3

DEDICATIONS/RESERVATIONS

MIROMAR LAKES LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, THE OWNERS OF THE LANDS DESCRIBED DESCRIBED IN THIS PLAT ("OWNERS") HAVE CAUSED THIS PLAT OF "MIROMAR LAKES UNIT XV – Villa D'Este" TO BE MADE AND DEDICATES AND RESERVES AS FOLLOWS:

A. DEDICATE TO MIROMAR LAKES GOLF CLUB, ITS SUCCESSORS OR ASSIGNS:

- TRACT R1 (MIROMAR LAKES BOULEVARD WEST) AS PRIVATE RIGHT-OF-WAY (R/W), FOR INGRESS AND EGRESS BY THE MIROMAR LAKES GOLF CLUB TO ITS MEMBERS, GUESTS, INVITEES, CONTRACTORS AND AGENTS, WITH SHARED RESPONSIBILITY FOR MAINTENANCE.
- TRACT OS3 AS OPEN SPACE, FOR PURPOSES THAT INCLUDE, BUT ARE NOT LIMITED TO, LANDSCAPING, MAINTENANCE, NEIGHBORHOOD SIGNS, PERIMETER WALLS AND EMBANKMENT PURPOSES, SUBJECT TO THE EASEMENTS AS DEPICTED IN THIS PLAT, WITH RESPONSIBILITY FOR MAINTENANCE.
- ALL DRAINAGE EASEMENT (DE) WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO VILLA D'ESTE NEIGHBORHOOD ASSOCIATION, ITS SUCCESSORS OR ASSIGNS:

- TRACT R1 (MIROMAR LAKES BOULEVARD WEST) AS PRIVATE RIGHT-OF-WAY (R/W), FOR INGRESS AND EGRESS OF RESIDENTS, GUESTS, CONTRACTORS, AGENTS, INVITEES, WITH SHARED RESPONSIBILITY FOR MAINTENANCE.
- TRACT OS1 AND TRACT OS2 AS OPEN SPACE, FOR PURPOSES THAT INCLUDE, BUT ARE NOT LIMITED TO, LANDSCAPING, MAINTENANCE, NEIGHBORHOOD SIGNS, PERIMETER WALLS AND EMBANKMENT PURPOSES, SUBJECT TO THE EASEMENTS AS DEPICTED IN THIS PLAT, WITH RESPONSIBILITY FOR MAINTENANCE.
- ALL DRAINAGE EASEMENTS (DE) AS DEPICTED IN THIS PLAT, WITH RESPONSIBILITY FOR MAINTENANCE.

C. DEDICATE TO THE MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT:

- TRACT OS4 AS OPEN SPACE, FOR PURPOSES THAT INCLUDE, BUT ARE NOT LIMITED TO, LANDSCAPING, MAINTENANCE, NEIGHBORHOOD SIGNS, PERIMETER WALLS AND EMBANKMENT PURPOSES, SUBJECT TO THE EASEMENTS AS DEPICTED IN THIS PLAT, WITH RESPONSIBILITY FOR MAINTENANCE.

D. DEDICATE TO LEE COUNTY AND ALL PROVIDERS OF EMERGENCY SERVICES:

- AN ACCESS EASEMENT OVER AND ACROSS TRACT R1 FOR INGRESS AND EGRESS, WITH NO RESPONSIBILITY FOR MAINTENANCE.

E. DEDICATE TO LEE COUNTY UTILITIES:

- A NON-EXCLUSIVE PERPETUAL LEE COUNTY UTILITY EASEMENT (LCUE) OVER AND ACROSS ALL LEE COUNTY UTILITY EASEMENTS AS DEPICTED IN THIS PLAT, WITH NO RESPONSIBILITY FOR MAINTENANCE.

F. DEDICATES TO LICENSED PUBLIC AND PRIVATE UTILITIES:

- ALL PUBLIC UTILITY EASEMENTS (PUE) AS DEPICTED IN THIS PLAT, TOGETHER WITH A PUBLIC UTILITY EASEMENT OVER AND ACROSS TRACT R1 (MIROMAR LAKES BOULEVARD WEST), FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF THEIR FACILITIES, INCLUDING, BUT NOT LIMITED TO: WATER, SEWER, CABLE TELEVISION SERVICES, TELEPHONE, GAS, ELECTRIC OR OTHER PUBLIC UTILITY PURPOSES, WITH NO RESPONSIBILITY FOR MAINTENANCE.

G. DEDICATES TO MIROMAR LAKES MASTER ASSOCIATION, INC.:

- TRACT R1 (MIROMAR LAKES BOULEVARD WEST) AS PRIVATE RIGHT-OF-WAY (R/W), FOR INGRESS AND EGRESS FOR THE PURPOSES SET FORTH IN SECTION 22.6 OF THE MIROMAR LAKES MASTER DECLARATION O.R. 3343 PG 0374, WITH NO RESPONSIBILITY FOR MAINTENANCE.

THIS PLAT SIGNED BY OWNER ON THIS _____ DAY OF _____, 2015, A.D.

WITNESS NAME _____ MIROMAR LAKES GOLF CLUB, A FLORIDA LIMITED LIABILITY COMPANY
BY: MIROMAR DEVELOPMENT CORPORATION, ITS MANAGING MEMBER

WITNESS NAME _____ ROBERT B. ROOP
VICE PRESIDENT

WITNESS NAME _____ MIROMAR LAKES MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

WITNESS NAME _____ MICHAEL HENDERSHOT
CHAIRMAN

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015, BY ROBERT B. ROOP, AS VICE PRESIDENT OF MIROMAR DEVELOPMENT CORPORATION, ON BEHALF OF THE CORPORATION WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC SIGNATURE _____

NOTARY PUBLIC PRINTED NAME _____ (SEAL)

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "B", AS SHOWN ON THE PLAT OF MIROMAR LAKES- UNIT FOUR, RECORDED IN PLAT BOOK 70, PAGES 48 THROUGH 51 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 150' WIDE BEN HILL GRIFFIN PARKWAY, RUN S03°31'24"E FOR A DISTANCE OF 841.09 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN N71°33'34"W FOR A DISTANCE OF 68.17 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 FEET, AT A BEARING OF N71°33'34"W THEREFROM, THROUGH A CENTRAL ANGLE OF 28°03'14" AND BEING SUBTENDED BY A CHORD OF 113.92 FEET AT A BEARING OF S32°28'03"W, FOR AN ARC LENGTH OF 115.06 FEET; THENCE RUN N52°06'58"W FOR A DISTANCE OF 35.47 FEET; THENCE RUN N76°47'59"W FOR A DISTANCE OF 50.75 FEET; THENCE RUN N24°22'50"E FOR A DISTANCE OF 5.14 FEET; THENCE RUN N45°42'42"W FOR A DISTANCE OF 37.05 FEET; THENCE RUN N35°26'49"W FOR A DISTANCE OF 31.75 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.02 FEET, AT A BEARING OF N57°41'18"E THEREFROM, THROUGH A CENTRAL ANGLE OF 31°49'18" AND BEING SUBTENDED BY A CHORD OF 32.91 FEET AT A BEARING OF N16°24'03"W, FOR AN ARC LENGTH OF 33.33 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 28°18'31" AND BEING SUBTENDED BY A CHORD OF 24.45 FEET AT A BEARING OF N13°39'51"E, FOR AN ARC LENGTH OF 24.70 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 28°18'31" AND BEING SUBTENDED BY A CHORD OF 36.68 FEET AT A BEARING OF N13°39'51"E, FOR AN ARC LENGTH OF 37.06 FEET; THENCE RUN N00°29'25"W FOR A DISTANCE OF 4.98 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 27°45'11" AND BEING SUBTENDED BY A CHORD OF 11.99 FEET AT A BEARING OF N13°23'11"E, FOR AN ARC LENGTH OF 12.11 FEET; THENCE RUN N27°15'46"E FOR A DISTANCE OF 1.90 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 27°34'16" AND BEING SUBTENDED BY A CHORD OF 59.57 FEET AT A BEARING OF N13°28'38"E, FOR AN ARC LENGTH OF 60.15 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 860.00 FEET, THROUGH A CENTRAL ANGLE OF 26°48'58" AND BEING SUBTENDED BY A CHORD OF 398.84 FEET AT A BEARING OF N13°42'59"W, FOR AN ARC LENGTH OF 402.50 FEET; THENCE RUN N27°07'27"W FOR A DISTANCE OF 122.79 FEET; THENCE RUN N35°37'28"W FOR A DISTANCE OF 102.92 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AT A BEARING OF S45°18'59"W THEREFROM, THROUGH A CENTRAL ANGLE OF 68°58'25" AND BEING SUBTENDED BY A CHORD OF 16.99 FEET AT A BEARING OF N79°10'13"W, FOR AN ARC LENGTH OF 18.06 FEET; THENCE RUN N50°50'38"E FOR A DISTANCE OF 74.29 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT "B", MIROMAR LAKES- UNIT FOUR, ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "B", THE FOLLOWING FOUR (4) DESCRIBED COURSES: 1) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, AT A BEARING OF N50°50'43"E THEREFROM, THROUGH A CENTRAL ANGLE OF 101°04'30" AND BEING SUBTENDED BY A CHORD OF 179.11 FEET AT A BEARING OF S89°41'32"E, FOR AN ARC LENGTH OF 204.63 FEET, TO A POINT OF REVERSE CURVATURE; 2) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 94.00 FEET, THROUGH A CENTRAL ANGLE OF 46°42'30" AND BEING SUBTENDED BY A CHORD OF 74.53 FEET AT A BEARING OF N63°07'21"E, FOR AN ARC LENGTH OF 76.63 FEET; 3) THENCE RUN N86°28'38"E FOR A DISTANCE OF 69.15 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; 4) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 34.00 FEET, THROUGH A CENTRAL ANGLE OF 49°52'51" AND BEING SUBTENDED BY A CHORD OF 28.67 FEET AT A BEARING OF S68°34'59"E, FOR AN ARC LENGTH OF 29.60 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 220,564 SQUARE FEET OR 5.1 ACRES, MORE OR LESS.

GENERAL NOTES

- BEARINGS REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY, AS BEING S03°31'24"E, NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA STATE PLANE WEST ZONE (0902), US FEET.
- DISTANCES ARE IN FEET AND DECIMALS.

LEGEND

- PERMANENT REFERENCE MONUMENT (PRM) SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, SET 5/8" IRON PIN WITH CAP STAMPED "PRM LB1772"
- PERMANENT CONTROL POINT (PCP), SET NAIL WITH DISC STAMPED "PCP LB1722"
- POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY, POINT OF COMPOUND CURVATURE AND POINT OF REVERSE CURVATURE ON A TRACT OR LOT LINE.
- POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY, POINT OF COMPOUND CURVATURE AND POINT OF REVERSE CURVATURE ON AN EASEMENT LINE.
- FOUND 4"x4" CONCRETE MONUMENT STAMPED "PRM LB6940"

AE = ACCESS EASEMENT
 CL = CENTERLINE
 C1 = SEE CURVE TABLE
 DE = DRAINAGE EASEMENT
 LCUE = LEE COUNTY UTILITY EASEMENT
 L1 = SEE LINE TABLE
 P.B. = PLAT BOOK
 PG. = PAGE
 POB = POINT OF BEGINNING
 PUE = PUBLIC UTILITY EASEMENT
 R/W = RIGHT-OF-WAY
 PUE = PUBLIC UTILITY EASEMENT

ACKNOWLEDGMENT

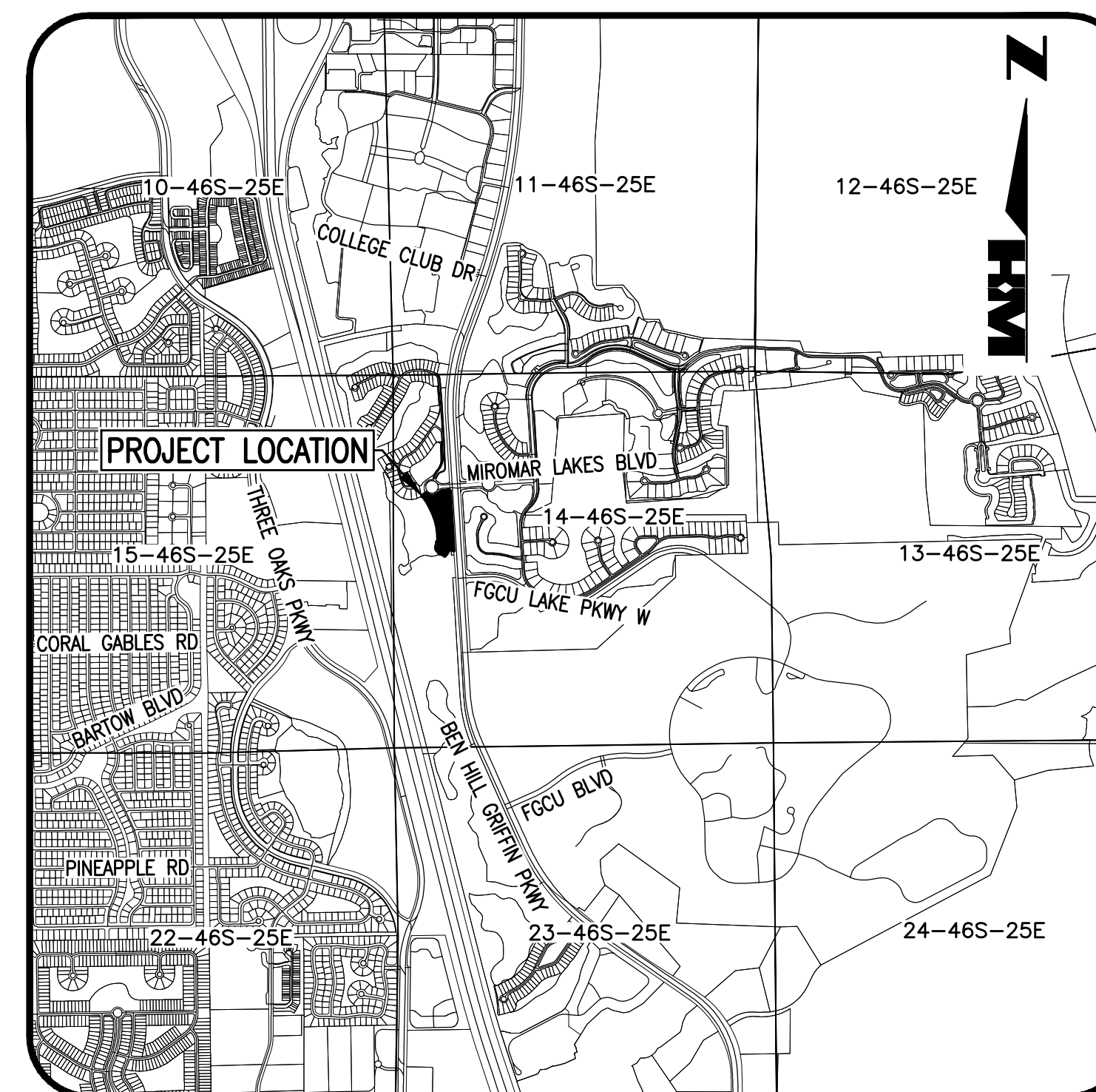
STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015, BY MICHAEL HENDERSHOT, AS CHAIRMAN OF MIROMAR LAKES CDD, ON BEHALF OF THE CORPORATION WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC SIGNATURE _____

NOTARY PUBLIC PRINTED NAME _____ (SEAL)

LOCATION MAP 1" = 2000'



NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:

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

COUNTY APPROVALS:

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS _____ DAY OF _____, 2015.

BOARD CHAIR _____ LINDA DOGGETT
DIRECTOR, DEPARTMENT OF CLERK OF COURT

PRINT NAME _____

DAVE LOVELAND _____ BEN DICKSON
DIRECTOR, DEPARTMENT OF DIRECTOR, DIVISION OF
COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT SERVICES

NEYSA BORKERT _____
ASSISTANT COUNTY ATTORNEY

CLERK OF COURT CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF "MIROMAR LAKES UNIT XV – Villa D'Este", A SUBDIVISION LOCATED IN A PORTION OF SECTIONS 13, 23 AND 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND SECTION 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT _____ M., THIS _____ DAY OF _____, 2015 AND DULY RECORDED AS INSTRUMENT NUMBER _____, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LINDA DOGGETT _____
LEE COUNTY CLERK OF COURT

REVIEW BY COUNTY PROFESSIONAL SURVEYOR & MAPPER:

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

GARY W. RASHFORD, P.S.M. _____
LEE COUNTY DESIGNATED P.S.M.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041 FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

DRAFT
7/22/2015
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

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

H M
HOLE MONTES
ENGINEERS-PLANNERS-SURVEYORS

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

FILE NAME: Miromar M-M Plat.dwg

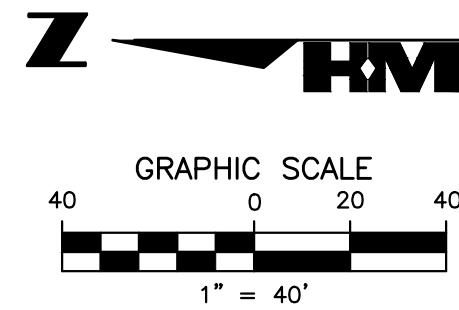
DRAWN BY: R.A.K.

MIROMAR LAKES UNIT XV – Villa D'Este

A SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

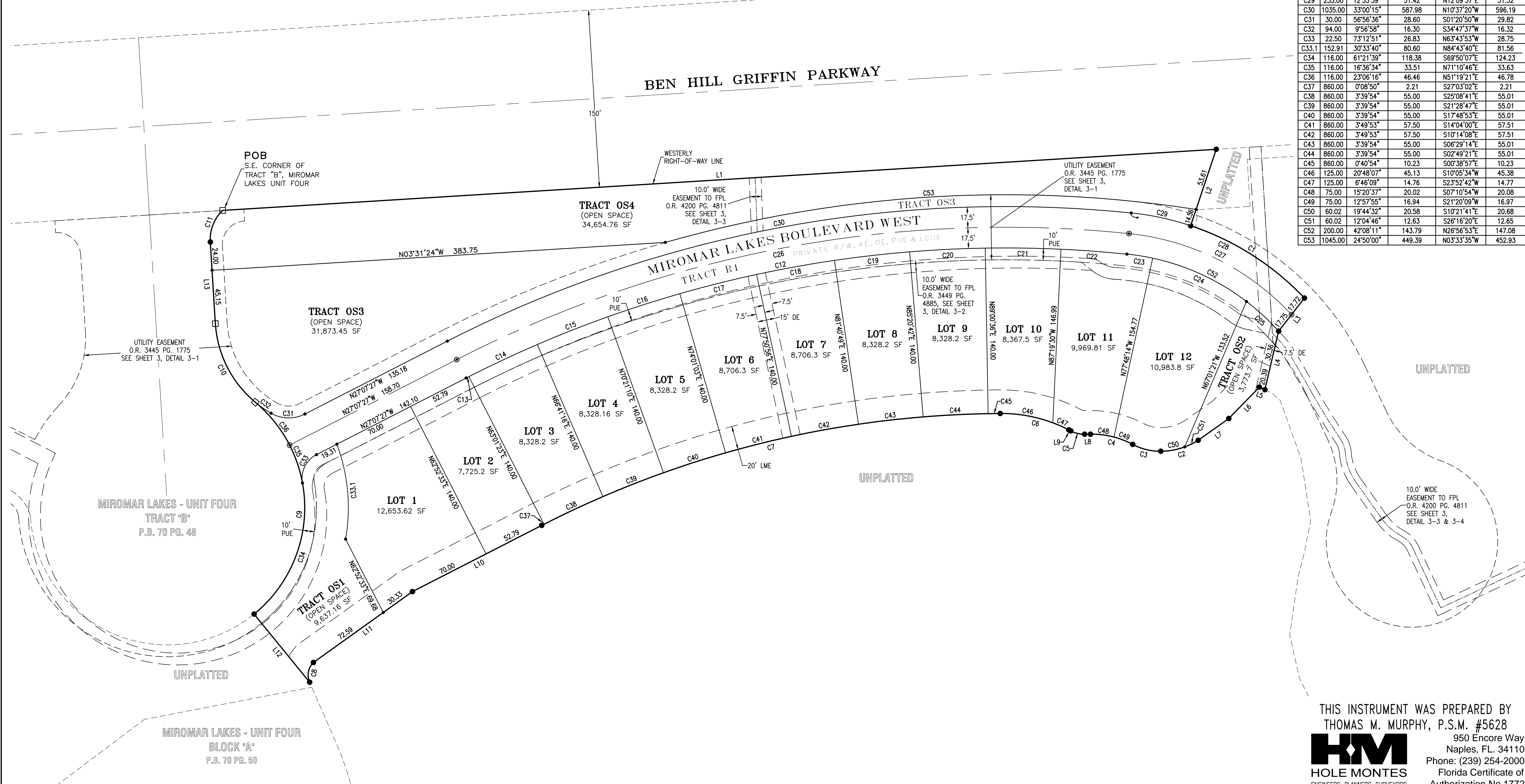
INSTRUMENT NO.

SHEET 2 of 3



LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
L1	S03°31'24"E	841.09	C1	235.00	28°03'14"	113.92	S32°28'03"W	115.06
L2	N71°33'34"W	68.17	C2	60.02	31°49'18"	32.91	N16°24'03"W	33.33
L3	N52°06'58"W	35.47	C3	50.00	28°18'31"	24.45	N13°39'51"E	24.70
L4	N76°47'59"W	50.75	C4	75.00	28°18'31"	36.68	N13°39'51"E	37.06
L5	N24°22'50"E	5.14	C5	25.00	27°45'11"	11.99	N13°23'11"E	12.11
L6	N45°42'42"W	37.05	C6	125.00	27°34'16"	59.57	N13°28'38"E	60.15
L7	N35°26'49"W	31.75	C7	860.00	26°48'58"	398.84	N13°42'59"W	402.50
L8	N00°29'25"W	4.98	C8	15.00	68°58'25"	16.99	N79°10'13"W	18.06
L9	N27°15'46"E	1.90	C9	116.00	101°04'30"	179.11	S89°41'32"E	204.63
L10	N27°07'27"W	122.79	C10	94.00	46°42'30"	74.53	N63°07'21"E	76.63
L11	N35°37'28"W	102.92	C11	34.00	49°52'51"	28.67	S68°34'59"E	29.60
L12	N50°50'38"E	74.29						
L13	N86°28'38"E	69.15						

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C12	1000.00	33°00'15"	568.10	N10°37'20"W	576.03
C13	1000.00	0°08'50"	2.57	S27°03'02"E	2.57
C14	1000.00	3°39'54"	63.95	S25°08'41"E	63.96
C15	1000.00	3°39'54"	63.95	S21°28'47"E	63.96
C16	1000.00	3°39'54"	63.95	S17°48'53"E	63.96
C17	1000.00	3°49'53"	66.86	S14°04'00"E	66.87
C18	1000.00	3°49'53"	66.86	S10°14'08"E	66.87
C19	1000.00	3°39'54"	63.95	S06°29'14"E	63.96
C20	1000.00	3°39'54"	63.95	S02°49'21"E	63.96
C21	1000.00	3°39'54"	63.95	S00°50'33"W	63.96
C22	1000.00	3°12'18"	55.93	S04°16'39"W	55.94
C23	200.00	6°18'59"	22.04	S09°02'17"W	22.05
C24	200.00	25°11'48"	87.25	S24°47'40"W	87.95
C25	200.00	10°37'24"	37.03	S42°42'16"W	37.08
C26	1017.50	33°00'15"	578.04	N10°37'20"W	586.11
C27	217.50	41°18'48"	153.45	N26°32'12"E	156.83
C28	235.00	40°36'53"	163.12	N26°11'14"E	166.58
C29	235.00	12°33'39"	51.42	N12°09'37"E	51.52
C30	1035.00	33°00'15"	587.98	N10°37'20"W	596.19
C31	30.00	56°56'36"	28.60	S01°20'50"W	29.82
C32	94.00	9°56'58"	16.30	S34°47'37"W	16.32
C33	22.50	73°12'51"	26.83	N63°43'53"W	28.75
C33.1	152.91	30°33'40"	80.60	N84°43'40"E	81.56
C34	116.00	61°21'39"	118.38	S69°50'07"E	124.23
C35	116.00	16°36'34"	33.51	N71°10'46"E	33.63
C36	116.00	23°06'16"	46.46	N51°19'21"E	46.78
C37	860.00	0°08'50"	2.21	S27°03'02"E	2.21
C38	860.00	3°39'54"	55.00	S25°08'41"E	55.01
C39	860.00	3°39'54"	55.00	S21°28'47"E	55.01
C40	860.00	3°39'54"	55.00	S17°48'53"E	55.01
C41	860.00	3°49'53"	57.50	S14°04'00"E	57.51
C42	860.00	3°49'53"	57.50	S10°14'08"E	57.51
C43	860.00	3°39'54"	55.00	S06°29'14"E	55.01
C44	860.00	3°39'54"	55.00	S02°49'21"E	55.01
C45	860.00	0°40'54"	10.23	S00°38'57"E	10.23
C46	125.00	20°48'07"	45.13	S10°05'34"W	45.38
C47	125.00	6°46'09"	14.76	S23°52'42"W	14.77
C48	75.00	15°20'37"	20.02	S07°10'54"W	20.08
C49	75.00	12°57'55"	16.94	S27°20'09"W	16.97
C50	60.02	19°44'32"	20.58	S10°21'41"E	20.68
C51	60.02	12°04'46"	12.63	S26°16'20"E	12.65
C52	200.00	42°08'11"	143.79	N26°56'53"E	147.08
C53	1045.00	24°50'00"	449.39	N03°33'35"W	452.93



H:\2000\5-Survey\Projects\By Name Of Location\Miromar\2015014_Tract_M-M\Plat\Miromar_M-M_Plat.dwg 7/22/2016 2:01:29 PM Plotted by: TomMurphy

THIS INSTRUMENT WAS PREPARED BY
THOMAS M. MURPHY, P.S.M. #5628
 950 Encore Way
 Naples, FL. 34110
 Phone: (239) 254-2000
HOLE MONTES
 ENGINEERS - PLANNERS - SURVEYORS
 Florida Certificate of
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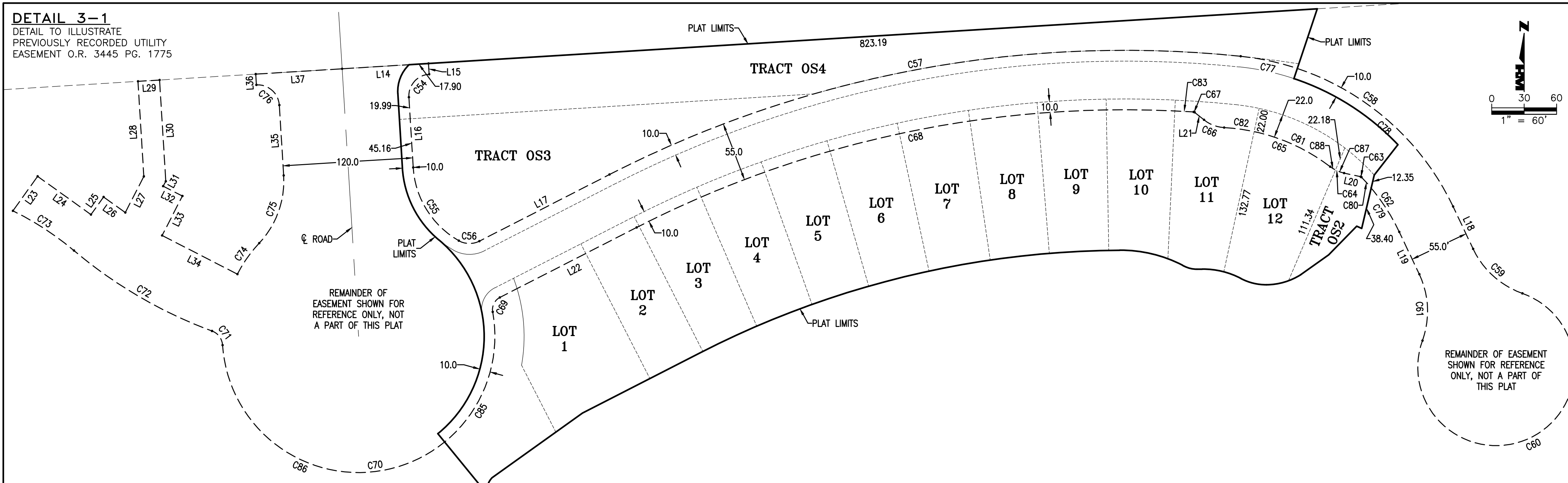
MIROMAR LAKES UNIT XV – Villa D'Este

A SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

INSTRUMENT NO.

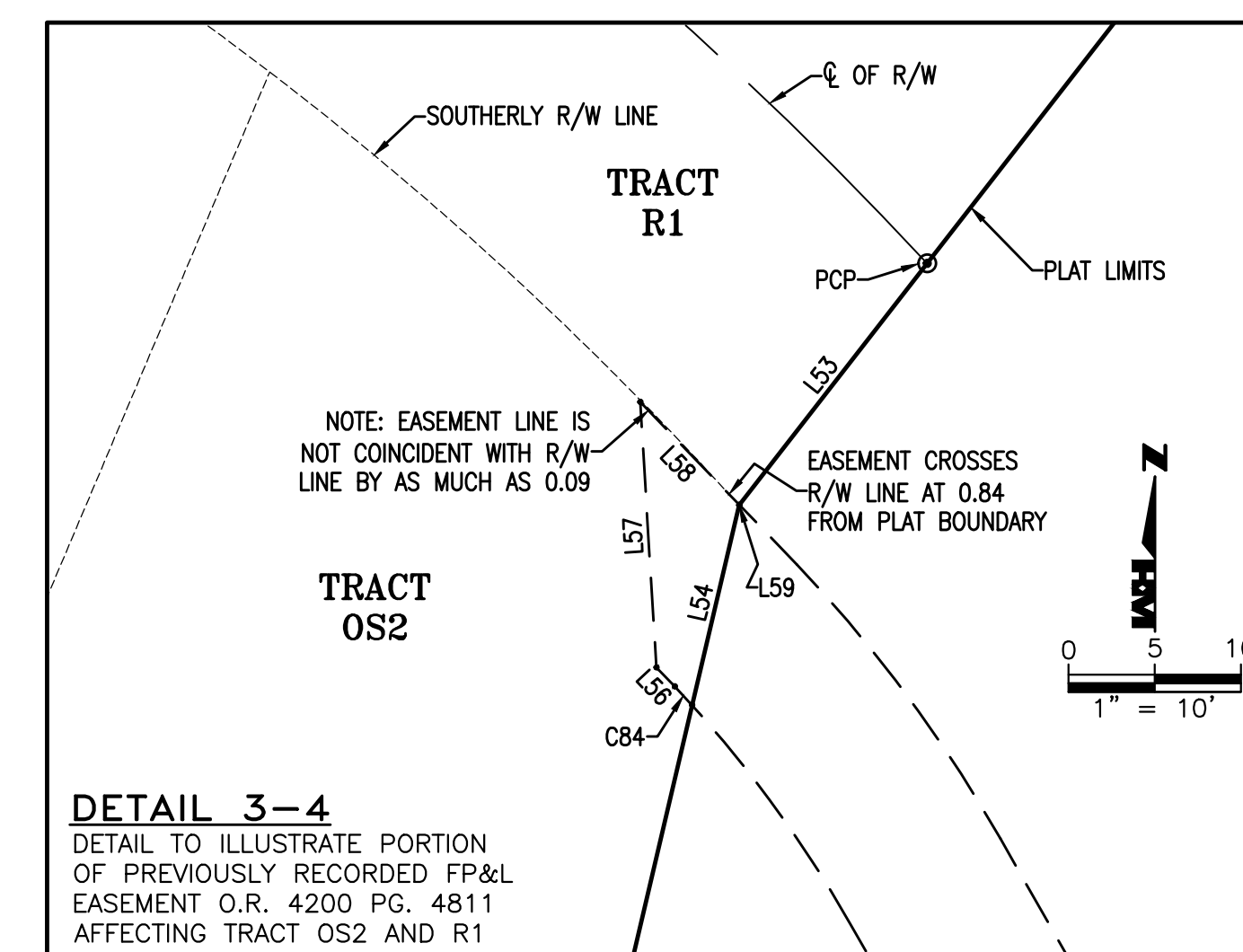
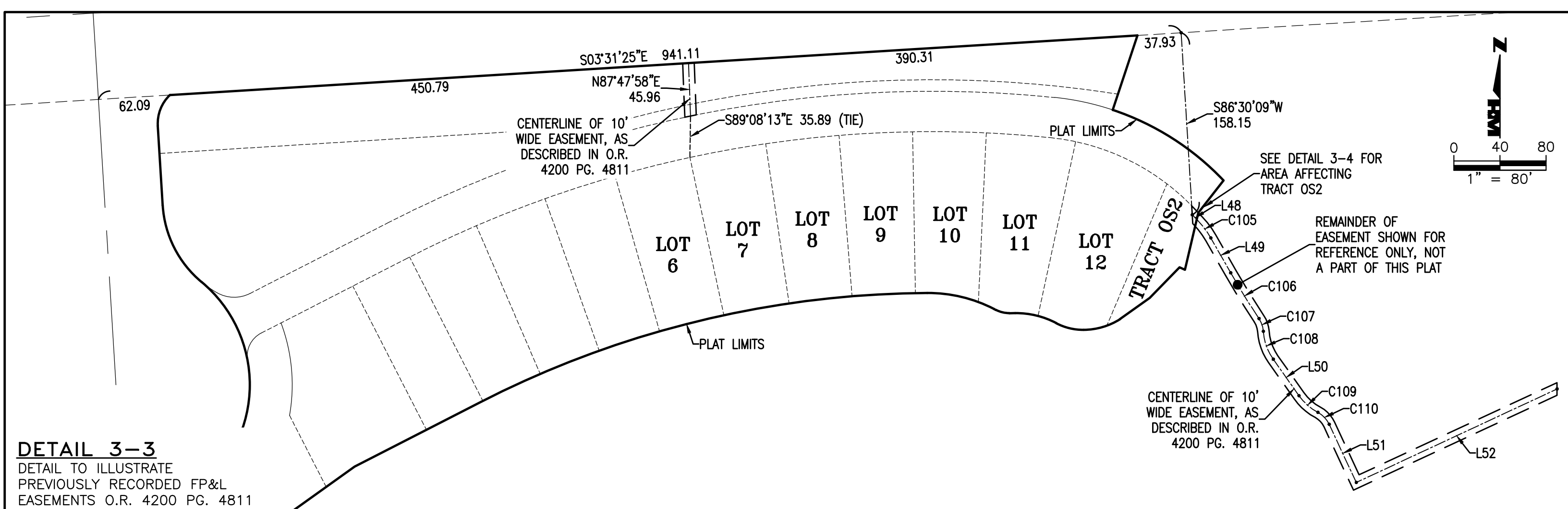
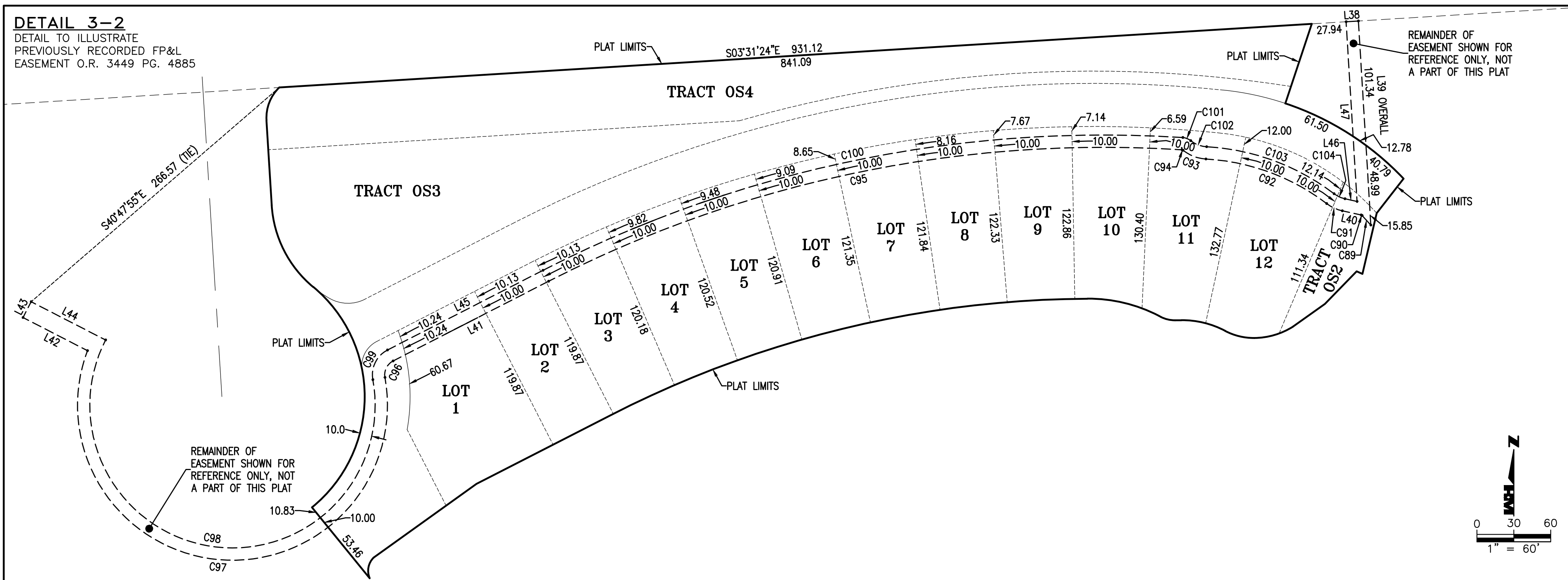
SHEET 3 of 3

DETAIL 3-1
DETAIL TO ILLUSTRATE PREVIOUSLY RECORDED UTILITY EASEMENT O.R. 3445 PG. 1775



CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH	LINE	BEARING	DISTANCE
C54	20.00	90°00'03"	28.28	N48°31'26"W	31.42	L14	S03°31'24"E	80.00
C55	84.00	56°39'51"	79.73	S58°08'40"W	83.07	L15	S86°28'36"W	10.00
C56	20.00	56°58'11"	19.07	S01°20'39"W	19.87	L16	S86°28'34"W	65.15
C57	1045.00	33°00'15"	593.66	S10°37'20"E	601.95	L17	S27°07'27"E	135.18
C58	245.00	58°49'05"	240.61	S35°17'20"W	251.51	L18	S64°41'52"W	43.31
C59	80.00	45°10'37"	61.46	S42°06'34"W	63.08	L19	N64°41'52"E	43.31
C60	72.50	27°02'11"	102.21	N25°18'07"W	342.10	L20	N12°21'37"E	15.73
C61	80.00	45°10'37"	61.46	N87°17'11"E	63.08	L21	N38°51'25"E	11.09
C62	190.00	18°38'26"	61.54	N55°22'39"E	61.81	L22	N27°07'27"E	142.10
C63	1.50	33°41'50"	0.87	N30°06'57"E	0.88	L23	S54°22'13"E	39.22
C64	32.50	24°58'02"	14.05	N24°50'38"E	14.16	L24	S35°37'47"W	60.66
C65	178.00	34°10'27"	104.60	N20°14'25"E	106.17	L25	S54°22'13"E	20.00
C66	32.50	35°42'13"	19.93	N21°00'18"E	20.25	L26	S35°37'47"W	24.88
C67	1.50	35°10'12"	0.91	N21°16'19"E	0.92	L27	S62°48'04"E	37.55
C68	990.00	30°48'41"	525.99	N11°43'07"W	532.38	L28	N86°28'36"E	88.11
C69	12.50	73°12'48"	14.91	N63°43'51"W	15.97	L29	S03°31'24"E	20.00
C70	126.00	186°37'55"	251.58	N07°01'17"W	410.43	L30	S86°28'36"W	93.87
C71	15.00	66°00'27"	16.34	N53°17'27"E	17.28	L31	N61°17'13"W	5.11
C72	427.50	19°54'14"	147.76	N30°14'20"E	148.51	L32	S27°11'56"W	20.00
C73	272.50	14°11'50"	67.35	N33°05'32"E	67.52	L33	N62°48'04"W	41.00
C74	126.00	15°59'05"	35.04	S54°48'26"E	35.15	L34	S27°11'56"W	78.23
C75	84.00	46°42'33"	66.60	S70°10'10"E	68.48	L35	N86°28'33"E	65.15
C76	20.00	90°00'00"	28.28	N41°28'35"E	31.42	L36	N86°28'36"E	9.99
C77	245.00	12°33'35"	53.60	S12°09'35"W	53.71	L37	S03°31'24"E	80.00
C78	245.00	46°15'30"	192.48	S41°34'08"W	197.80	L38	S03°31'24"E	10.00
C79	190.00	14°33'29"	48.15	N57°25'07"E	48.28	L39	S86°30'09"W	166.17
C81	178.00	25°07'59"	77.46	N24°45'39"E	78.08	L40	N12°21'37"E	15.73
C82	178.00	9°02'28"	28.06	N07°40'26"E	28.09	L41	N27°07'27"E	142.10
C83	990.00	1°00'45"	17.49	N03°10'52"E	17.49	L42	N27°11'56"E	58.88
C84	72.50	1°10'29"	1.49	N47°18'37"E	1.49	L43	S62°48'04"E	14.44
C85	126.00	61°10'57"	128.25	N69°44'46"W	134.55	L44	S27°11'56"W	68.05
C86	126.00	125°26'58"	223.98	N23°34'11"E	275.88	L45	S27°07'27"E	142.10
C87	32.50	14°49'32"	8.39	N19°46'23"E	8.41	L46	S12°21'37"W	10.12
C88	32.50	10°08'30"	5.75	N32°15'24"E	5.75	L47	N86°30'09"E	146.35
C89	190.00	3°10'27"	10.52	N47°38'38"E	10.53	L48	S46°02'35"W	7.19
C90	1.50	33°41'50"	0.87	N29°12'29"E	0.88	L49	S60°17'56"W	34.85
C91	32.50	24°58'02"	14.05	N24°50'38"E	14.16	L50	S54°48'04"W	38.74
C92	178.00	34°10'27"	104.60	N20°14'25"E	106.17	L51	S65°02'16"W	55.60
C93	32.50	35°42'13"	19.93	N21°00'19"E	20.25	L52	S24°57'45"E	192.12
C94	1.50	35°10'12"	0.91	N21°16'19"E	0.92	L53	S52°06'58"E	17.73
C95	990.00	30°48'41"	525.99	N11°43'07"W	532.38	L54	N76°47'59"W	11.91
C96	12.50	73°12'48"	14.91	N63°43'51"W	15.97	L55	N76°47'59"W	38.84
C97	126.00	210°57'21"	242.86	N05°08'25"E	463.92	L56	N46°02'40"E	1.53
C98	116.00	217°32'12"	219.66	S08°25'51"W	440.42	L57	N86°30'09"E	15.41
C99	22.50	73°12'48"	26.83	S63°43'51"E	28.75	L58	S46°02'40"W	8.28
C100	1000.00	30°48'41"	531.30	S11°43'07"E	537.76	L59	N52°06'58"W	0.03
C101	11.50	35°10'12"	6.95	S21°16'19"W	7.06			
C102	22.50	35°42'13"	13.80	S21°00'19"W	14.02			
C103	188.00	34°10'27"	110.48	S20°14'25"W	112.13			
C104	22.50	24°58'02"	9.73	S24°50'38"W	9.80			
C105	77.50	13°46'24"	18.59	S53°24'44"W	18.63			
C106	662.50	4°02'45"	46.77	S58°16'34"W	46.78			
C107	22.50	29°52'52"	11.60	S71°11'37"W	11.73			
C108	47.50	31°22'00"	25.68	S70°27'03"W	26.00			
C109	47.50	26°37'03"	21.87	S41°27'32"W	22.07			
C110	22.50	36°53'16"	14.24	S46°35'38"W	14.49			

DETAIL 3-2
DETAIL TO ILLUSTRATE PREVIOUSLY RECORDED FP&L EASEMENT O.R. 3449 PG. 4885



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

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

Parcel ID No: 13-46-25-06-00001.00CE

Above space reserved for Clerk's office

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this _____ day of _____, 2015, 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 JPWard & Associates, LLC, 2041 NE 6th Terrace, Wilton Manors, Florida 33305, as Grantee;

Grantor, in consideration and for the amount of TEN and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, grants, bargains, sells, conveys unto Grantee, its successors and assigns forever, Grantor's interest in that certain parcel of land situated in the County of Lee, State of Florida, which is more particularly described as follows:

Tract O-1 of the Miromar Lakes Unit XIII-Peninsula, Phase Three Plat recorded at instrument number 2013000142438, of the Public Records of Lee County, Florida

THE PROPERTY IS SUBJECT TO taxes for the year 2015 and subsequent years.

THE PROPERTY IS ALSO SUBJECT TO the covenants, easements, restrictions and other matters of public record.

Together will all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, remainder and easements belonging or in anywise appertaining to it except as reserved in this Deed.

Grantor covenants with said Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey the land; that Grantor fully warrants the title to the land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

By: Miromar Development Corporation

Its: Member

Signature of witness

Print Name

By: _____

Robert B. Roop, Vice President

Signature of witness

Print Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by **Robert B. Roop**, as Vice President of Miromar Development Corporation, a Florida corporation, 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: _____

My commission expires:

OWNER'S AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Affiant, Robert B. Roop, Vice President of Miromar Development Corporation, a Florida corporation, the sole member of Miromar Lakes, LLC, a Florida limited liability company, hereinafter called "Company", who first duly sworn on oath, and who has knowledge of the following facts, deposes and says:

1. My name is Robert B. Roop. I am over the age of twenty-one (21) years, and have personal knowledge of the facts asserted in this Affidavit.
2. Miromar Lakes, LLC, a Florida limited liability company ("Company"), is the owner of the real property legally described as follows ("Property"):

Tract O-1 of the Miromar Lakes Unit XIII-Peninsula, Phase Three Plat recorded at instrument number 2013000142438, of the Public Records of Lee County, Florida.

3. All persons, firms and corporations, including the general contractor, all laborers subcontractors and sub-subcontractors, materialmen, and suppliers who have furnished services, labor or materials to the Property for any improvements thereon have been paid in full and that such work has been fully completed and unconditionally accepted by the Company.
4. No claims have been made to the Company, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material man, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the Property. All of the work performed on the Property is free and clear of all liens or claims.
5. The Company, as the legal owner of the Property, and for valuable consideration shall to the extent permitted by Florida law hold the District harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic or material man, and against chattel mortgages, or security interests affecting the Property.
6. There are no matters pending against the Company that could give rise to a lien that would attach to the property or cause a loss of title or impair the title between the effective date, and the recording of the interest to be insured, and the Affiant has not and will not execute any instrument that would adversely affect the title or interest to be transferred.

THIS AFFIDAVIT is made for the purpose of inducing the Buyer, Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, to close; the Insurer, Old Republic National Title Insurance Company, to insure marketable title to the property and Escrow/Settlement Agent, Miromar Title Company, LLC to disburse any funds held by it. The Company warrants that all these statements shall be true and correct at settlement. The Company intends for Buyer, Insurer and the Escrow/Settlement Agent to rely on these representations.

FURTHER AFFIANT SAYETH NOT.

DATED this ____ of _____, 2015

Miromar Lakes, LLC, a Florida limited liability company
By: Miromar Development Corporation, a Florida corporation
Its: Member

Robert B. Roop, Vice President

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me on this ____ day of _____, 2015 by Robert B. Roop, Vice President of Miromar Development Corporation, a Florida corporation, the sole member of Miromar Lakes, LLC, a Florida limited liability company, who is personally known to me.

(Notary Seal)

Notary Public Signature

Print Name: _____

My Commission expires: _____

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

Parcel ID No: Portion of 14-46-25-00-00001.0160

Above space reserved for Clerk's office

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ____ day of _____, 2015, by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JPWard & Associates, LLC, 2041 NE 6th Terrace, Wilton Manors, Florida 33305, as Grantor, to **MIROMAR LAKES, LLC**, a Florida limited liability company whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as Grantee;

Grantor, in consideration and for the amount of TEN and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, grants, bargains, sells, conveys unto Grantee, its successors and assigns forever, Grantor's interest in that certain parcel of land situated in the County of Lee, State of Florida, which is more particularly described on **Exhibit A** (the "Property").

THE PROPERTY IS SUBJECT TO taxes for the year 2015 and subsequent years and covenants, easements, restrictions and other matters of public record. Grantor states that there will be no reservation of any phosphate, petroleum or other mineral interests by Grantor pursuant to the operation of Section 270.11, Florida Statutes, with respect to the conveyance of the subject property as evidenced by this Special Warranty Deed.

Together with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, remainder and easements belonging or in anywise appertaining to it except as reserved in this Deed.

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

AND Grantor covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey the land; that Grantor fully warrants the title to the land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

WITNESSES:

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes

Signature of witness

Print Name

By: _____
Michael Hendershot, Chairman

Signature of witness

Print Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by **Michael Hendershot**, as Chairman of Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida

Print
Name: _____

My commission expires:

EXHIBIT A



950 Encore Way • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

HM PROJECT #2015014
6/22/2015
REF. DWG. #B-7179
Page 1 of 1

LEGAL DESCRIPTION

A PORTION OF LAKE 1A DESCRIBED IN OFFICIAL RECORDS BOOK 4672, PAGE 1318 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK "A", AS SHOWN ON THE PLAT OF MIROMAR LAKES- UNIT FOUR, RECORDED IN PLAT BOOK 70, PAGES 48 THROUGH 51 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S86°19'28"E FOR A DISTANCE OF 20.95 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE EASTERLY BOUNDARY OF LAKE 1A, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4672, PAGE 1318 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA, THE FOLLOWING THIRTEEN (13) DESCRIBED COURSES: 1) THENCE RUN S44°41'01"E FOR A DISTANCE OF 81.50 FEET; 2) THENCE RUN S23°36'16"E FOR A DISTANCE OF 63.45 FEET; 3) THENCE RUN S25°51'04"E FOR A DISTANCE OF 132.77 FEET; 4) THENCE RUN S22°37'55"E FOR A DISTANCE OF 40.35 FEET; 5) THENCE RUN S17°32'35"E FOR A DISTANCE OF 84.57 FEET; 6) THENCE RUN S14°05'05"E FOR A DISTANCE OF 66.56 FEET; 7) THENCE RUN S09°28'59"E FOR A DISTANCE OF 60.96 FEET; 8) THENCE RUN S04°33'38"E FOR A DISTANCE OF 54.62 FEET; 9) THENCE RUN S00°08'39"W FOR A DISTANCE OF 88.17 FEET; 10) THENCE RUN S08°29'10"W FOR A DISTANCE OF 72.35 FEET; 11) THENCE RUN S03°21'51"E FOR A DISTANCE OF 63.58 FEET; 12) THENCE RUN S30°22'14"E FOR A DISTANCE OF 23.99 FEET; 13) THENCE RUN S34°19'04"E FOR A DISTANCE OF 27.72 FEET; THENCE LEAVING SAID EASTERLY LINE OF LAKE 1A, RUN N45°42'42"W FOR A DISTANCE OF 37.05 FEET; THENCE RUN N35°26'49"W FOR A DISTANCE OF 31.75 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.02 FEET, AT A BEARING OF N57°41'18"E THEREFROM, THROUGH A CENTRAL ANGLE OF 31°49'18" AND BEING SUBTENDED BY A CHORD OF 32.91 FEET AT A BEARING OF N16°24'03"W, FOR AN ARC LENGTH OF 33.33 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 28°18'31" AND BEING SUBTENDED BY A CHORD OF 24.45 FEET AT A BEARING OF N13°39'51"E, FOR AN ARC LENGTH OF 24.70 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 28°18'31" AND BEING SUBTENDED BY A CHORD OF 36.68 FEET AT A BEARING OF N13°39'51"E, FOR AN ARC LENGTH OF 37.06 FEET; THENCE RUN N00°29'25"W FOR A DISTANCE OF 4.98 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 27°45'11" AND BEING SUBTENDED BY A CHORD OF 11.99 FEET AT A BEARING OF N13°23'11"E, FOR AN ARC LENGTH OF 12.11 FEET; THENCE RUN N27°15'46"E FOR A DISTANCE OF 1.90 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 27°34'16" AND BEING SUBTENDED BY A CHORD OF 59.57 FEET AT A BEARING OF N13°28'38"E, FOR AN ARC LENGTH OF 60.15 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 860.00 FEET, THROUGH A CENTRAL ANGLE OF 26°48'58" AND BEING SUBTENDED BY A CHORD OF 398.84 FEET AT A BEARING OF N13°42'59"W, FOR AN ARC LENGTH OF 402.50 FEET; THENCE RUN N27°07'27"W FOR A DISTANCE OF 122.79 FEET; THENCE RUN N35°37'28"W FOR A DISTANCE OF 102.92 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED. CONTAINING 5,328 SQUARE FEET, MORE OR LESS. BEARINGS REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY, AS BEING S03°31'24"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

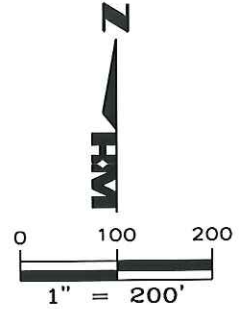
BY  P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

THIS IS NOT A SURVEY

MIROMAR LAKES - UNIT FOUR BLOCK "A" P.B. 70 PG. 48

REMAINDER OF PARCEL DESCRIBED IN QUIT CLAIM, INST. 2012000132761

MIROMAR LAKES - UNIT FOUR P.B. 70 PG. 48



LEGEND

INST. - INSTRUMENT NUMBER
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE

SECTION 14-46S-25E
SECTION 15-46S-25E

POC
S.E. CORNER
OF BLOCK "A"

POB

S86°19'28"E
20.95

EASTERLY BOUNDARY OF LAKE 1A DESCRIBED IN O.R. 4672 PG. 1318

PART OF STRAP:
14-46-25-00
-00001.0028

LAKE 1A DESCRIBED IN SPECIAL WARRANTY DEED, O.R. 4672 PG. 1318

REMAINDER OF PARCEL DESCRIBED IN QUIT CLAIM, INST. 2012000132761

BEN HILL GRIFFIN PARKWAY

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	60.02	31°49'18"	32.91	N16°24'03"W	33.33
C2	50.00	28°18'31"	24.45	N13°39'51"E	24.70
C3	75.00	28°18'31"	36.68	N13°39'51"E	37.06
C4	25.00	27°45'11"	11.99	N13°23'11"E	12.11
C5	125.00	27°34'16"	59.57	N13°28'38"E	60.15
C6	860.00	26°48'58"	398.84	N13°42'59"W	402.50

LINE	BEARING	DISTANCE
L1	S44°41'01"E	81.50
L2	S23°36'16"E	63.45
L3	S25°51'04"E	132.77
L4	S22°37'55"E	40.35
L5	S17°32'35"E	84.57
L6	S14°05'05"E	66.56
L7	S09°28'59"E	60.96
L8	S04°33'38"E	54.62
L9	S00°08'39"W	88.17
L10	S08°29'10"W	72.35
L11	S03°21'51"E	63.58
L12	S30°22'14"E	23.99
L13	S34°19'04"E	27.72
L14	N45°42'42"W	37.05
L15	N35°26'49"W	31.75
L16	N00°29'25"W	4.98
L17	N27°15'46"E	1.90
L18	N27°07'27"W	122.79
L19	N35°37'28"W	102.92

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY *Thomas M. Murphy*
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

DRAWN BY: R.A.K.	DATE: 6/22/15
CHECKED BY: T.M.M.	DATE: 6/22/15
SEC-TWN-RGE: 14-46S-25E	SCALE: 1" = 200'



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

SKETCH OF LEGAL DESCRIPTION

DRAWING NO. B-7179
PROJECT NO. 2015014
FILE NAME Portion of Lake 1A.dwg

OWNER'S AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Affiant, Michael Hendershot, Chairman of Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, hereinafter called "District", who first duly sworn on oath, and who has knowledge of the following facts, deposes and says:

1. My name is Michael Hendershot. I am over the age of twenty-one (21) years, and have personal knowledge of the facts asserted in this Affidavit.
2. Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("District"), is the owner of the real property legally described on the attached Exhibit A (the "Property").
3. All persons, firms and corporations, including the general contractor, all laborers subcontractors and sub-subcontractors, materialmen, and suppliers who have furnished services, labor or materials to the Property for any improvements thereon on behalf of the District have been paid in full and that such work has been fully completed and unconditionally accepted by the District.
4. No claims have been made to the District, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material man engaged by the District, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the Property. All of the work performed on the Property by the District, if any, is free and clear of all liens or claims.
5. The District, as the legal owner of the Property, and for valuable consideration shall to the extent permitted by Florida law hold the Buyer, Insurer and Escrow/Settlement Agent (all as defined below) harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic or material man, and against chattel mortgages, or security interests affecting the Property.
6. There are no matters pending against the District that could give rise to a lien that would attach to the property or cause a loss of title or impair the title between the effective date, and the recording of the interest to be insured, and the Affiant has not and will not execute any instrument that would adversely affect the title or interest to be transferred.

THIS AFFIDAVIT is made for the purpose of inducing the Buyer, Miromar Lakes, LLC, a Florida limited liability company, to close; the Insurer, Old Republic National Title Insurance Company, to insure marketable title to the property and Escrow/Settlement Agent, Miromar Title Company, LLC to disburse any funds held by it. The District warrants that all these statements shall be true and correct at settlement. The District intends for Buyer, Insurer and the Escrow/Settlement Agent to rely on these representations.

FURTHER AFFIANT SAYETH NOT.

DATED this _____ of _____, 2015

Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes

Michael Hendershot, Chairman

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me on this ____ day of _____, 2015 by Michael Hendershot, as Chairman of Miromar Lakes Community Development Distirct, a community development district established and existing pursuant to Chapter 190, Florida Statutes, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public Signature

Print Name: _____

My Commission expires: _____

EXHIBIT A



950 Encore Way • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

HM PROJECT #2015014
6/22/2015
REF. DWG. #B-7179
Page 1 of 1

LEGAL DESCRIPTION

A PORTION OF LAKE 1A DESCRIBED IN OFFICIAL RECORDS BOOK 4672, PAGE 1318 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK "A", AS SHOWN ON THE PLAT OF MIROMAR LAKES- UNIT FOUR, RECORDED IN PLAT BOOK 70, PAGES 48 THROUGH 51 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S86°19'28"E FOR A DISTANCE OF 20.95 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE EASTERLY BOUNDARY OF LAKE 1A, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4672, PAGE 1318 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA, THE FOLLOWING THIRTEEN (13) DESCRIBED COURSES: 1) THENCE RUN S44°41'01"E FOR A DISTANCE OF 81.50 FEET; 2) THENCE RUN S23°36'16"E FOR A DISTANCE OF 63.45 FEET; 3) THENCE RUN S25°51'04"E FOR A DISTANCE OF 132.77 FEET; 4) THENCE RUN S22°37'55"E FOR A DISTANCE OF 40.35 FEET; 5) THENCE RUN S17°32'35"E FOR A DISTANCE OF 84.57 FEET; 6) THENCE RUN S14°05'05"E FOR A DISTANCE OF 66.56 FEET; 7) THENCE RUN S09°28'59"E FOR A DISTANCE OF 60.96 FEET; 8) THENCE RUN S04°33'38"E FOR A DISTANCE OF 54.62 FEET; 9) THENCE RUN S00°08'39"W FOR A DISTANCE OF 88.17 FEET; 10) THENCE RUN S08°29'10"W FOR A DISTANCE OF 72.35 FEET; 11) THENCE RUN S03°21'51"E FOR A DISTANCE OF 63.58 FEET; 12) THENCE RUN S30°22'14"E FOR A DISTANCE OF 23.99 FEET; 13) THENCE RUN S34°19'04"E FOR A DISTANCE OF 27.72 FEET; THENCE LEAVING SAID EASTERLY LINE OF LAKE 1A, RUN N45°42'42"W FOR A DISTANCE OF 37.05 FEET; THENCE RUN N35°26'49"W FOR A DISTANCE OF 31.75 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.02 FEET, AT A BEARING OF N57°41'18"E THEREFROM, THROUGH A CENTRAL ANGLE OF 31°49'18" AND BEING SUBTENDED BY A CHORD OF 32.91 FEET AT A BEARING OF N16°24'03"W, FOR AN ARC LENGTH OF 33.33 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 28°18'31" AND BEING SUBTENDED BY A CHORD OF 24.45 FEET AT A BEARING OF N13°39'51"E, FOR AN ARC LENGTH OF 24.70 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 28°18'31" AND BEING SUBTENDED BY A CHORD OF 36.68 FEET AT A BEARING OF N13°39'51"E, FOR AN ARC LENGTH OF 37.06 FEET; THENCE RUN N00°29'25"W FOR A DISTANCE OF 4.98 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 27°45'11" AND BEING SUBTENDED BY A CHORD OF 11.99 FEET AT A BEARING OF N13°23'11"E, FOR AN ARC LENGTH OF 12.11 FEET; THENCE RUN N27°15'46"E FOR A DISTANCE OF 1.90 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 27°34'16" AND BEING SUBTENDED BY A CHORD OF 59.57 FEET AT A BEARING OF N13°28'38"E, FOR AN ARC LENGTH OF 60.15 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 860.00 FEET, THROUGH A CENTRAL ANGLE OF 26°48'58" AND BEING SUBTENDED BY A CHORD OF 398.84 FEET AT A BEARING OF N13°42'59"W, FOR AN ARC LENGTH OF 402.50 FEET; THENCE RUN N27°07'27"W FOR A DISTANCE OF 122.79 FEET; THENCE RUN N35°37'28"W FOR A DISTANCE OF 102.92 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED. CONTAINING 5,328 SQUARE FEET, MORE OR LESS. BEARINGS REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY, AS BEING S03°31'24"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

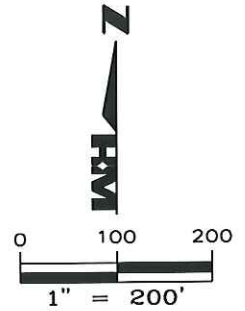
BY  P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

THIS IS NOT A SURVEY

MIROMAR
LAKES - UNIT
FOUR
BLOCK "A"
P.B. 70 PG. 48

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

MIROMAR
LAKES - UNIT
FOUR
P.B. 70 PG. 48



BEN HILL GRIFFIN PARKWAY

POC
S.E. CORNER
OF BLOCK "A"

POB

S86°19'28"E
20.95

EASTERLY BOUNDARY OF
LAKE 1A DESCRIBED IN
O.R. 4672 PG. 1318

PART OF STRAP:
14-46-25-00
-00001.0028

LAKE 1A DESCRIBED IN
SPECIAL WARRANTY DEED,
O.R. 4672 PG. 1318

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

SECTION 14-46S-25E
SECTION 15-46S-25E

L17
C4
L16
C3
C2
C1
L15
L14
L12
L13
L11
L10
C5
L9
L8
L7
L6
L5
L4
L3
L2
L1

LINE	BEARING	DISTANCE
L1	S44°41'01"E	81.50
L2	S23°36'16"E	63.45
L3	S25°51'04"E	132.77
L4	S22°37'55"E	40.35
L5	S17°32'35"E	84.57
L6	S14°05'05"E	66.56
L7	S09°28'59"E	60.96
L8	S04°33'38"E	54.62
L9	S00°08'39"W	88.17
L10	S08°29'10"W	72.35
L11	S03°21'51"E	63.58
L12	S30°22'14"E	23.99
L13	S34°19'04"E	27.72
L14	N45°42'42"W	37.05
L15	N35°26'49"W	31.75
L16	N00°29'25"W	4.98
L17	N27°15'46"E	1.90
L18	N27°07'27"W	122.79
L19	N35°37'28"W	102.92

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	60.02	31°49'18"	32.91	N16°24'03"W	33.33
C2	50.00	28°18'31"	24.45	N13°39'51"E	24.70
C3	75.00	28°18'31"	36.68	N13°39'51"E	37.06
C4	25.00	27°45'11"	11.99	N13°23'11"E	12.11
C5	125.00	27°34'16"	59.57	N13°28'38"E	60.15
C6	860.00	26°48'58"	398.84	N13°42'59"W	402.50

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY *Thomas M. Murphy*
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

DRAWN BY: R.A.K.	DATE: 6/22/15
CHECKED BY: T.M.M.	DATE: 6/22/15
SEC-TWN-RGE: 14-46S-25E	SCALE: 1" = 200'



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

SKETCH OF LEGAL DESCRIPTION

DRAWING NO. B-7179
PROJECT NO. 2015014
FILE NAME Portion of Lake 1A.dwg

MARK W. GESCHWENDT
Vice President and General Counsel
e-mail: mgeschwendt@miromar.com

Direct Dial: (239) 390-5150

Via _____

August __, 2015

JPWard and Associates, LLC
Attn: James P. Ward
2041 NE 6th Terrace
Wilton Manors, Florida 33305

RE: Lake Maintenance Easement

Dear Mr. Ward:

This letter confirms that Miromar Lakes, LLC will grant Miromar Lakes CDD ("MLCDD") a twenty foot wide lake maintenance easement ("LME") running along the reconfigured shoreline of lake 1A. The LME will replace a portion of the existing lake maintenance easement the CDD agreed to release in conjunction with the exchange of property between Miromar Lakes and the MLCDD.

The LME will allow MLCDD access for maintenance of the lake and shoreline along the lots located in the Villa d'Este neighborhood. The LME will be set forth on the plat as submitted to Lee County for approval. A copy of the plat showing the LME as submitted to Lee County is attached to this letter ("Plat").

MLCDD agrees to accept the LME as show on the Plat.

Very Truly Yours,

MIROMAR DEVELOPMENT CORPORATION

Mark W. Geschwendt

ACCEPTED AND APPROVED BY:

By: _____

Title: _____

Print Name: _____

Date: _____

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

Above space reserved for Clerk's office

PARTIAL VACATION OF EASEMENT

THIS PARTIAL VACATION OF EASEMENT (this "Partial Vacation") is made and executed as of this ___ day of _____, 2015, by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JPWard & Associates, LLC, 2041 NE 6th Terrace, Wilton Manors, Florida 33305 ("District").

RECITALS

- A. The District was the grantee of a Lake Maintenance Easement from Miromar Lakes, LLC, a Florida limited liability company ("Miromar"), which Lake Maintenance Easement is recorded as Instrument Number 6746523 in the Public Records of Lee County, Florida (the "Easement").
- B. Miromar has requested that a certain portion of the Easement which is described on Exhibit "A", attached and incorporated by reference, be vacated (the "Vacated Portion") and the District agrees to vacate and release the Vacated Portion of the Easement.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the District relinquishes, abandons and vacates only that portion of the Easement as more particularly described on Exhibit "A", attached and incorporated by reference.

The District has caused this Partial Vacation to be executed in its name by its authorized officer on the day and year first written above.

WITNESSES:

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes

Signature of witness

Legibly print name of witness

By: _____

Michael Hendershot, Chairman

Signature of witness

Legibly print name of witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Michael Hendershot, as Chairman of Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes. He [] is personally known to me or [] has produced _____ as identification.

My commission expires:

Signature of Notary Public

Legibly Print Name of Notary Public

EXHIBIT A



950 Encore Way • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

HM PROJECT #2015014
6/16/2015
REF. DWG. #B-7166
Page 1 of 1

LEGAL DESCRIPTION

A PORTION OF THE LAKE MAINTENANCE EASEMENT (LAKE 1A MAINTENANCE EASEMENT (4883)) DESCRIBED IN OFFICIAL RECORDS BOOK 4672, PAGE 1345 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK "A", AS SHOWN ON THE PLAT OF MIROMAR LAKES- UNIT FOUR, RECORDED IN PLAT BOOK 70, PAGES 48 THROUGH 51 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID BLOCK "A" RUN N10°53'10"W FOR A DISTANCE OF 20.51 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE LEAVING SAID BLOCK A, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, AT A BEARING OF S23°46'42"E THEREFROM, THROUGH A CENTRAL ANGLE OF 69°05'41" AND BEING SUBTENDED BY A CHORD OF 39.70 FEET AT A BEARING OF S79°13'51"E, FOR AN ARC LENGTH OF 42.21 FEET; THENCE RUN S44°41'01"E FOR A DISTANCE OF 85.22 FEET; THENCE RUN S23°36'16"E FOR A DISTANCE OF 66.78 FEET; THENCE RUN S25°51'04"E FOR A DISTANCE OF 132.94 FEET; THENCE RUN S22°37'55"E FOR A DISTANCE OF 41.80 FEET; THENCE RUN S17°32'35"E FOR A DISTANCE OF 86.07 FEET; THENCE RUN S14°05'05"E FOR A DISTANCE OF 67.97 FEET; THENCE RUN S09°28'59"E FOR A DISTANCE OF 62.63 FEET; THENCE RUN S04°33'38"E FOR A DISTANCE OF 56.30 FEET; THENCE RUN S00°08'39"W FOR A DISTANCE OF 90.45 FEET; THENCE RUN S08°29'10"W FOR A DISTANCE OF 71.74 FEET; THENCE RUN S03°21'51"E FOR A DISTANCE OF 37.06 FEET; THENCE RUN N83°53'53"W FOR A DISTANCE OF 20.28 FEET; THENCE RUN N03°21'51"W FOR A DISTANCE OF 35.80 FEET; THENCE RUN N08°29'10"E FOR A DISTANCE OF 72.35 FEET; THENCE RUN N00°08'39"E FOR A DISTANCE OF 88.17 FEET; THENCE RUN N04°33'38"W FOR A DISTANCE OF 54.62 FEET; THENCE RUN N09°28'59"W FOR A DISTANCE OF 60.96 FEET; THENCE RUN N14°05'05"W FOR A DISTANCE OF 66.56 FEET; THENCE RUN N17°32'35"W FOR A DISTANCE OF 84.57 FEET; THENCE RUN N22°37'55"W FOR A DISTANCE OF 40.35 FEET; THENCE RUN N25°51'04"W FOR A DISTANCE OF 132.77 FEET; THENCE RUN N23°36'16"W FOR A DISTANCE OF 63.45 FEET; THENCE RUN N44°41'01"W FOR A DISTANCE OF 81.50 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 68°58'25" AND BEING SUBTENDED BY A CHORD OF 16.99 FEET AT A BEARING OF N79°10'13"W, FOR AN ARC LENGTH OF 18.06 FEET; THENCE RUN S66°20'34"W FOR A DISTANCE OF 4.61 FEET, TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED. CONTAINING 16,449 SQUARE FEET OR 0.4 ACRES.

BEARINGS REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY, AS BEING S03°31'24"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

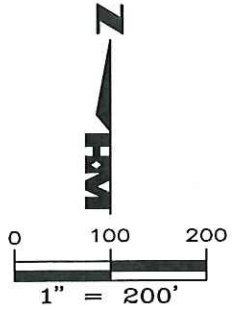
BY Thomas M. Murphy P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

THIS IS NOT A SURVEY

MIROMAR
LAKES - UNIT
FOUR
BLOCK "A"
P.B. 70 PG. 50

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

MIROMAR
LAKES - UNIT
FOUR
P.B. 70 PG. 50



POB
S.E. CORNER
OF BLOCK "A"

L17
C1
L2
L25
C2
L24
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15
L16
L17
L18
L19
L20
L21
L22
L23

SOUTHERLY
BOUNDARY OF
TRACT "B"

A PORTION OF 20' LME (LAKE
1A MAINTENANCE EASEMENT
(4883)) DESCRIBED IN
O.R. 4672 PG. 1345

PARCEL DESCRIBED IN
SPECIAL WARRANTY DEED,
O.R. 4672 PG. 1318

WESTERLY
RIGHT-OF-WAY
LINE

BEN HILL GRIFFIN PARKWAY

SECTION 14-46S-25E
SECTION 15-46S-25E

REMAINDER OF 20'
LME DESCRIBED IN
O.R. 4672 PG. 1345

LEGEND

INST. - INSTRUMENT NUMBER
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
LME = LAKE MAINTENANCE EASEMENT

REMAINDER OF PARCEL
DESCRIBED IN QUIT CLAIM,
INST. 2012000132761

LINE	BEARING	DISTANCE
L1	N10°53'10"W	20.51
L2	S44°41'01"E	85.22
L3	S23°36'16"E	66.78
L4	S25°51'04"E	132.94
L5	S22°37'55"E	41.80
L6	S17°32'35"E	86.07
L7	S14°05'05"E	67.97
L8	S09°28'59"E	62.63
L9	S04°33'38"E	56.30
L10	S00°08'39"W	90.45
L11	S08°29'10"W	71.74
L12	S03°21'51"E	37.06
L13	N83°53'53"W	20.28
L14	N03°21'51"W	35.80
L15	N08°29'10"E	72.35
L16	N00°08'39"E	88.17
L17	N04°33'38"W	54.62
L18	N09°28'59"W	60.96
L19	N14°05'05"W	66.56
L20	N17°32'35"W	84.57
L21	N22°37'55"W	40.35
L22	N25°51'04"W	132.77
L23	N23°36'16"W	63.45
L24	N44°41'01"W	81.50
L25	S66°20'34"W	4.61

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	35.00	69°05'41"	39.70	S79°13'51"E	42.21
C2	15.00	68°58'25"	16.99	N79°10'13"W	18.06

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY *Thomas M. Murphy*
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

DRAWN BY: R.A.K.	DATE: 6/16/15
CHECKED BY: T.M.M.	DATE: 6/16/15
SEC-TWN-RGE: 14-46S-25E	SCALE: 1" = 200'



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

SKETCH OF LEGAL DESCRIPTION

DRAWING NO. B-7166
PROJECT NO. 2015014
FILE NAME LME Vacate.dwg

Memorandum

To: Board of Supervisors
Miromar Lakes Community Development District

From: Gregory L. Urbancic, Esq.

Date: August 13, 2015

Re: Amended and Restated Easement

Attached is a proposed Amended and Restated Easement which is being presented to the District by Miromar Lakes, LLC (the "Developer"). The District is being asked to consent to an amendment to an existing easement relating to the canal which was intended to connect (and currently does connect) Lakes 5 and 6. The issue has arisen as a result of a title objection received by the Developer in a real estate closing between the Developer and the purchaser of the Positano Property. The Developer had previously constructed the canal but did so such that the actual canal is narrower than the easement. Thus, the easement impacts developable property for Positano. The amendment is intended to reduce the width of the canal easement to the actual width of the canal. The District is currently the owner of the underlying land for the canal. The recitals to the amendment set forth the history of the easement in question and all of the applicable historical documents. As you will see from the recitals, the easement in question has a long history and the Developer and its title insurer believe that the Developer is arguably the holder of the subject easement rights.

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

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

Above space reserved for Clerk's office

AMENDED AND RESTATED EASEMENT

This Amended and Restated Easement ("Restated Easement") made this __ day of August, 2015 by Miromar Lakes, LLC, a Florida limited liability c/o Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928 ("Miromar") and is joined solely for the limited purpose set forth in Section 6 below by MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JPWard & Associates, LLC, 2041 NE 6th Terrace, Wilton Manors, Florida 33305 ("CDD").

BACKGROUND INFORMATION

A. Alico, Inc., a Florida corporation ("Alico") conveyed to Miromar certain real property by Warranty Deed dated September 8, 1999, which Warranty Deed is recorded at Official Records Book 03165 Page 1800 et. seq., of the Public Records of Lee County, Florida ("Warranty Deed"). In the Warranty Deed Alico reserved to itself by way of that certain Reservation denoted as Paragraph A.2, an "Easement for Connecting the Two Lakes" ("Easement") for purposes of satisfying an obligation of Alico to FGCU for excavating and constructing a canal to connect the north and south lakes.

B. The legal description for the area of the Easement (the "Easement Area") is described as Parcel 7 in the Warranty Deed.

C. Miromar and Alico entered into an agreement dated September 24, 2001, recorded at Official Records Book BK 03506 Page 4776, of the Public Records of Lee County, Florida ("Alico Agreement"), which contains certain covenants and conditions related to the two mining lakes [north and south lakes] as legally described in the Alico Agreement. Paragraph 4 of the Alico Agreement required Alico to construct the lake

connection after the mining operations ceased and SFWMD and any other governmental permits were issued for the connection of the north and south lakes.

D. Alico, Miromar and FGCU entered into a First Amendment to Agreement dated September 24, 2001 ("First Amendment"), which modified the Alico Agreement and clarified the ownership and rights of the owners of the north and south lakes and contains covenants and restrictions for construction of docks and other accessory uses on the lakes. Paragraph 1 of the First Amendment provides that Miromar owns the south lake and is the successor-in-interest to Alico.

E. Miromar constructed the lake connection on or about _____. The width of the canal that connects the north and south lakes as constructed is narrower than the width of the Easement Area ("Canal"). The purpose of the Restated Easement is to reduce the Easement Area to the width of the actually constructed canal for the lake connection.

F. Subsequent to construction of the lake connection, Miromar sold the lake bottom of the Canal, as legally described on the attached Exhibit ___ which is incorporated by reference, to the CDD.

G. Miromar desires to restate the Easement reducing the width of the Easement Area so that the legal description of the Easement Area extends only to the banks of the Canal as constructed and coincides with the width of the legal description of the canal sold to the CDD.

AMENDED AND RESTATED EASEMENT

For the restatement of Easement, Miromar states as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated into this Restated Easement by reference.

2. Connection Easement. The legal description for the Easement Area of the Easement for connection of the North and South lakes described as PARCEL SEVEN and referenced in Paragraph A.2 of the Warranty Deed, is amended and restated by replacing the legal description of the Easement with the following legal description ("New Easement Area"):

See Exhibit "A" attached.

The New Easement Area describes the connection between the north and south lakes as constructed and constitutes the legal description of the Restated Easement.

3. Continuing Effect of Easement. Except for the amendment to the Easement Area to establish the New Easement Area, in all other respects the Easement and Warranty Deed shall remain in full force and effect. The purpose of the Restated Easement is to reduce the width the Easement to the same width as the Canal measured from lake bank to lake bank as dredged and constructed.

4. Appurtenant Easement. The provisions of this Restated Easement are intended to run with the land. This Restated Easement is also intended to be for the benefit of the parties to the Easement, and their successors and assigns.

5. This agreement will be governed by Florida law with venue situated in Lee County, Florida.

6. The CDD, as the owner of the lake bottom of the North and South lakes' connection, with a real property interest in part of the Easement, agrees to and joins in the restatement of the Easement amending and restating the Easement Area.

SIGNATURES ARE SET FORTH ON THE FOLLOWING PAGE]

The Restated Easement executed this ___ day of August, 2015.

WITNESSES:

MIROMAR LAKES, LLC,
a Florida limited liability company
By: Miromar Development Corporation,
a Florida corporation
Its: Member

Signature of witness

Legibly print name of witness

By: _____
Robert B. Roop, Vice President

Signature of witness

Legibly print name of witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Robert B. Roop, Vice President of Miromar Development Corporation, a Florida corporation, the sole Member of Miromar Lakes, LLC, a Florida limited liability company. He is personally known to me.

My commission expires:

Signature of Notary Public

Legibly Print Name of Notary Public

Joined by the following party for the limited purpose set forth in Section 6 above:

WITNESSES:

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes

Signature of witness

Legibly print name of witness

By: _____
Michael Hendershot, Chairman

Signature of witness

Legibly print name of witness

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael Hendershot, as Chairman of Miromar Lakes Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes. He [] is personally known to me or [] has produced _____ as identification.

My commission expires: _____
Signature of Notary Public

Legibly Print Name of Notary Public



Memorandum

Date: August 3, 2015

To: James P. Ward- District Manager

From: Bruce Bernard – Field Manager
Paul Cusmano – Asset Manager

Subject: Miromar Lakes CDD
Asset Management Report –July 2015
CGA Project # 13-5692

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering
and Inspection
Construction Services
Contract Government
Data Technologies
and Development
Emergency Management
Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
Landscape Architecture
Municipal Engineering
Planning
Public Administration
Redevelopment
and Urban Design
Surveying and Mapping
Traffic Engineering
Transportation Planning

GSA Contract Holder

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

Landscape Maintenance

Estate Landscaping remains committed to improvement of the grass medians and right-of-way on Ben Hill Griffin Parkway to development standards. The contractor has removed sections of undesirable vegetation, and installed new Zoysia sod in medians and Bahia sod between the curbing and sidewalk on the west side of the parkway. All irrigation issues within the right-of way have been addressed in this process. District Staff will continue to monitor the progress of our contractor to achieve and maintain our desired results within this corridor. Photo's below of Ben Hill Griffin Parkway.



Bahia sod installation on west side of Ben Hill Griffin Parkway



- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering and Inspection
- Construction Services
- Contract Government
- Data Technologies and Development
- Emergency Management Services
- Engineering
- Environmental Services
- Facilities Management
- Indoor Air Quality
- Landscape Architecture
- Municipal Engineering
- Planning
- Public Administration
- Redevelopment and Urban Design
- Surveying and Mapping
- Traffic Engineering
- Transportation Planning

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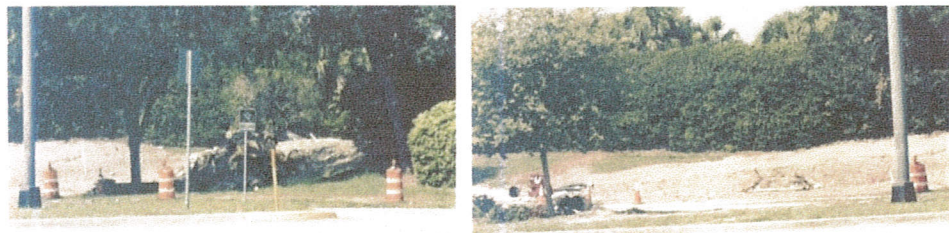
www.cgasolutions.com



Zoysia sod replacement within medians on Ben Hill Griffin Parkway

Lee County's directional drill project has completed its underground piping installation within the easement granted by the CDD. The County contractor is presently completing tie-ins to existing lines, pressure testing of the new lines, and installing blow-off valves and valve boxes. The contractor has begun regrading of the disturbed area, returning it back to existing conditions or better. The pipeline contractor has retained Estate Landscaping to re-install irrigation lines and plant replacement foliage for the project. CDD Staff will perform a walk-thru inspection with the County contractor and Estate Landscaping prior to final acceptance of the work within its easement.

Photos of Ben Hill Griffin PKWY Easement Regrading





- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering and Inspection
- Construction Services
- Contract Government
- Data Technologies and Development
- Emergency Management Services
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Lake Maintenance

This past month, Lake Masters Inc., has provided a concentrated effort for the maintenance of the Giant Bulrush vegetation on various golf course lakes. The work entailed cutting and removal of the Bulrush from the water's edge for a number of lakes. This process was accomplished on golf course holes number 1, 2, 8, 12, 13, 14, and 15. This removal has enhanced the visibility of the golf course for the subdivisions adjacent to these holes and provides a clear zone of approx. 4 foot from the top of bank to mitigation planting within the lakes.



Miromar Golf Course holes number 14 and 15



Miromar Golf Course holes number 2 and 8

13-5697 MIROMAR LAKES CDD YEAR 2																	
Description of Service	Agreement Terms												YTD	Budget Variance			
	Hourly Rate	Hours	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15			Aug-15	Sep-15	
WATER MANAGEMENT SERVICES																	
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00	3	2	8	2	1								16	2.00
Prepare Scope of Service for Contract	\$ 100.00	25	\$ 2,500.00	1	2		6									9	16.00
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00	1	1		2									4	8.00
Negotiation and Contract Execution	\$ 100.00	6	\$ 600.00				3	2								5	1.00
Operations and Maintenance	\$ 80.00	125	\$ 10,000.00	2	2	2	1	2	12	15	18	22	20	22		118	7.00
Sub-Total:		186	\$ 16,100.00	5	5	13	2	4	16	25	18	22	20	22	152	34	
LANDSCAPING SERVICES																	
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00	3	1	2	3	8				2				19	(1.00)
Prepare Scope of Service for Contract	\$ 100.00	25	\$ 2,500.00	3	10	4	7	1								25	0.00
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00	3	5	2	2									12	0.00
Negotiation and Contract Execution	\$ 100.00	12	\$ 1,200.00	1			3	2	2							8	4.00
Operations and Maintenance	\$ 80.00	250	\$ 20,000.00	2	4	2	4	16	16	30	22	24	22	46		188	62.00
Sub-Total:		317	\$ 26,700.00	6	11	19	13	33	19	33	24	26	22	46	252	65	
ASSET MONITORING																	
Procurement and Bidding Services	\$ 100.00	12	\$ 1,200.00	1								3	3	4		13	(1.00)
Prepare Scope of Service for Contract	\$ 100.00	12	\$ 1,200.00						4	6						10	2.00
Prepare Specifications and Exhibits	\$ 100.00	25	\$ 2,500.00					6								12	13.00
Negotiation and Contract Execution	\$ 100.00	25	\$ 2,500.00					2	4							9	16.00
Operations and Maintenance	\$ 80.00	100	\$ 8,000.00	10	12	14	10	14	6	3	8	19	14	16		126	(26.00)
Sub-Total:		174	\$ 15,400.00	10	13	14	10	14	16	13	18	22	24	16	170	24	
ADMINISTRATIVE MATTERS																	
Maintain electronic files, attendance at Board Meeting, general matters (all)	\$ 70.00	100	\$ 7,000.00	16	22	20	31	6	1	1	1	1				99	1.00
Sub-Total:		100	\$ 65,200.00	16	22	20	31	6	1	1	1	1	1	8	108	(8.00)	
Total: All Hours		777		37	51	66	56	57	52	72	61	71	67	90	0	680	97

Miromar Lakes Community Development District

Financial Statements

June 30, 2015



Visit our web site: www.miromarlakescdd.org

Prepared by:

JPWARD AND ASSOCIATES LLC

***2041 NE 6TH TERRACE
FORT LAUDERDALE, FLORIDA 33305
E-MAIL: WARD9490@COMCAST.NET
PHONE: (954) 658-4900***

Miromar Lakes Community Development District

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JPWard & Associates, LLC
2041 NE 6th Terrace
Fort Lauderdale, Florida 33305

**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending June 30, 2015**

	Governmental Funds					Account Groups		Totals (Memorandum Only)
	Debt Service Funds					General Long Term Debt	General Fixed Assets	
	General Fund	Series 2003	Series 2012	Series 2015	Capital Project Fund			
Assets								
Cash and Investments								
General Fund - Invested Cash	\$ 484,473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 484,473
Debt Service Fund								
Interest Account	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-
Reserve Account	-	-	433,258	839,524	-	-	-	1,272,782
Revenue	-	-	433,125	301,743	-	-	-	734,868
Prepayment Account	-	-	0	-	-	-	-	0
Deferred Cost Account	-	-	-	-	-	-	-	-
Cost of Issuance	-	-	-	-	-	-	-	-
Escrow Deposit Fund	-	-	-	-	-	-	-	-
Due from Other Funds								
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-
Market Valuation Adjustments								
Accrued Interest Receivable	-	-	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	866,383	-	866,383
Amount to be Provided by Debt Service Funds	-	-	-	-	-	29,938,617	-	29,938,617
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	40,376,020	40,376,020
Total Assets	\$ 484,473	\$ -	\$ 866,383	\$ 1,141,267	\$ -	\$ 30,805,000	\$ 40,376,020	\$ 73,673,143

**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending June 30, 2015**

	Governmental Funds					Account Groups		Totals (Memorandum Only)
	Debt Service Funds				Capital Project Fund	General Long Term Debt	General Fixed Assets	
	General Fund	Series 2003	Series 2012	Series 2015				
Liabilities								
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds	-							-
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-
Bonds Payable	-							-
Current Portion	-	-	-	-	-	400,000	-	400,000
Long Term	-	-	-	-	-	30,405,000	-	30,405,000
Total Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,805,000	\$ -	\$ 30,805,000
Fund Equity and Other Credits								
Investment in General Fixed Assets	-						40,376,020	40,376,020
Fund Balance								
Restricted								
Beginning: October 1, 2014 (Audited)	-	2,800,590	840,524	-	-	-	-	3,641,114
Results from Current Operations	-	(2,800,589)	25,858	1,141,267	-	-	-	(1,633,464)
Unassigned								
Beginning: October 1, 2014 (Audited)	433,147					-	-	433,147
Results from Current Operations	51,326					-	-	51,326
Total Fund Equity and Other Credits	\$ 484,473	\$ 0	\$ 866,383	\$ 1,141,267	\$ -	\$ -	\$ 40,376,020	\$ 42,868,143
Total Liabilities, Fund Equity and Other Credits	\$ 484,473	\$ 0	\$ 866,383	\$ 1,141,267	\$ -	\$ 30,805,000	\$ 40,376,020	\$ 73,673,143

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2015

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 30,300	N/A
Interest												
Interest - General Checking	21	19	30	37	29	30	30	16	12	224	500	45%
Special Assessment Revenue												
Special Assessments - On-Roll	(2,710)	83,525	292,805	20,760	16,657	7,101	10,806	2,669	8,316	439,929	442,166	99%
Special Assessments - Off-Roll	90,986	-	-	90,986	-	-	90,986	-	-	272,959	363,945	75%
Miscellaneous Revenue	1,595	-	6,588	-	863	4,000	127	-	-	13,171	0	N/A
Intragovernmental Transfer In	-											
Total Revenue and Other Sources:	\$ 89,891	\$ 83,544	\$ 292,835	\$ 111,783	\$ 17,548	\$ 11,131	\$ 101,949	\$ 2,685	\$ 8,328	726,283	\$ 836,911	87%
Expenditures and Other Uses												
Legislative												
Board of Supervisor's - Fees	1,000	800	800	1,000	1,000	1,000	1,000	1,000	1,000	8,600	12,000	72%
Board of Supervisor's - Taxes	77	61	61	77	77	77	77	77	77	658	918	72%
Executive												
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	30,000	40,000	75%
Financial and Administrative												
Audit Services	-	-	-	4,900	-	-	-	-	-	4,900	4,900	100%
Accounting Services	-	-	-	-	-	-	-	-	-	-	-	N/A
Assessment Roll Services	-	-	18,000	-	-	-	-	-	-	18,000	18,000	100%
Arbitrage Rebate Services	-	-	1,000	-	-	-	-	-	-	1,000	1,000	100%
Other Contractual Services												
Legal Advertising	1,144	-	-	-	-	-	-	-	-	1,144	1,200	95%
Trustee Services	-	-	3,091	-	-	-	-	-	-	3,091	7,900	39%
Property Appraiser/Tax Collector Fees	-	1,021	-	-	-	-	-	-	-	1,021	2,400	43%
Bank Services	27	44	67	45	60	33	46	44	31	396	550	72%
Travel and Per Diem	-	-	-	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services												
Postage, Freight & Messenger	-	40	190	39	40	61	7	43	82	502	400	126%
Insurance	5,665	-	-	-	-	-	-	-	-	5,665	5,800	98%
Printing & Binding	-	114	-	183	193	148	184	306	107	1,235	1,200	103%
Website Development	-	-	-	-	-	-	-	-	-	-	1,000	0%

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2015

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships	175	-	-	-	-	-	-	-	-	175	175	100%
Legal Services												
Legal - General Counsel	-	-	4,290	-	-	5,144	-	7,508	1,966	18,908	9,000	210%
Legal - Center Place	-	-	743	-	-	1,451	-	-	4,223	6,416	-	N/A
Other General Government Services												
Engineering Services - General Fund	1,808	1,545	374	1,805	1,336	2,803	-	-	3,296	12,966	5,000	259%
NPDES	-	-	-	-	-	525	-	2,966	600	4,091	7,500	55%
Asset Administration Services	584	-	1,167	583	583	583	583	583	583	5,250	7,000	75%
Center Place	-	-	345	863	-	2,548	-	-	-	3,756	-	N/A
Sub-Total:	13,812	6,957	33,460	12,828	6,622	17,707	5,230	15,859	15,298	127,773	125,943	101%
Stormwater Management Services												
Professional Management												
Asset Management	1,984	-	3,967	1,983	1,983	1,983	1,983	1,983	1,983	17,850	23,800	75%
Mitigation Monitoring	-	-	-	-	-	-	-	-	1,805	1,805	500	N/A
Utility Services												
Electric - Aeration Systems	-	25	2,251	418	478	446	439	464	446	4,966	500	993%
Lake System												
Aquatic Weed Control	5,464	5,464	5,464	5,464	5,464	5,464	-	10,928	5,464	49,176	80,568	61%
Lake Bank Maintenance	-	-	-	-	-	-	-	-	-	-	5,850	0%
Water Control Structures	-	-	-	4,200	-	300	-	-	7,000	11,500	11,550	100%

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2015

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Aeration System	-	8,663	-	-	-	-	-	-	-	8,663	3,500	248%
Wetland System												
Routine Maintenance	3,133	3,133	3,133	3,133	3,133	3,133	-	6,267	3,133	28,200	54,600	52%
Other Current Charges	-	-	-	-	-	-	-	-	-	-	2,500	0%
Capital Outlay												
Aerator's	-	-	-	-	-	-	-	-	-	-	9,600	N/A
Sub-Total:	10,581	17,285	14,815	15,199	11,058	11,326	2,423	19,642	19,831	122,160	192,968	63%
Landscaping Services												
Professional Management												
Asset Management	2,866	-	5,733	2,867	2,867	2,867	2,867	2,867	2,867	25,800	34,400	75%
Utility Services												
Electric	-	-	-	-	-	-	-	-	-	-	-	N/A
Irrigation Water	162	-	-	1,777	-	-	-	1,777	-	3,717	5,000	74%
Repairs & Maintenance												
Public Area Landscaping	21,790	93,211	9,953	32,811	19,453	22,850	2,745	112,272	1,251	316,335	361,100	88%
Landscape Lighting	-	-	-	-	-	-	-	-	-	-	-	N/A
Irrigation System	-	-	494	-	-	-	-	-	-	494	3,000	16%
Well System	-	-	-	-	-	-	-	-	-	-	3,500	0%
Plant Replacement	-	-	5,457	-	-	-	-	9,865	-	15,322	10,000	153%
Other Current Charges												
Lee County -Ben Hill Griffin Landscape	-	-	28,780	-	-	-	-	-	-	28,780	41,000	70%
Charlotte County - Panther Habitat, Fire	-	-	-	-	-	631	-	-	-	631	-	
Operating Supplies												
Mulch	-	-	26,005	-	2,255	5,301	-	384	-	33,945	60,000	57%
Sub-Total:	24,818	93,211	76,423	37,455	24,574	31,648	5,612	127,164	4,118	425,023	518,000	82%
Total Expenditures and Other Uses:	\$ 49,211	\$ 117,453	\$ 124,699	\$ 65,482	\$ 42,255	\$ 60,681	\$ 13,264	\$ 162,666	\$ 39,247	674,957	\$ 836,911	81%
Net Increase/ (Decrease) in Fund Balance	40,680	(33,909)	168,137	46,302	(24,707)	(49,550)	88,684	(159,981)	(30,919)	51,326	-	
Fund Balance - Beginning	433,147	473,828	439,919	608,056	654,357	629,651	580,101	668,785	508,805	433,147	433,870	
Fund Balance - Ending	\$ 473,828	\$ 439,919	\$ 608,056	\$ 654,357	\$ 629,651	\$ 580,101	\$ 668,785	\$ 508,805	\$ 477,886	484,473	\$ 433,870	

Miromar Lakes Community Development District
Debt Service Fund - Series 2003 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2015

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income												
Reserve Account*	161,497	1,241	1	1	(80,156)	25	-	-	-	82,609	30,000	275%
Prepayment Account	0	0	-	-	-	-	-	-	-	0	-	N/A
Revenue Account	7	7	1	1	1	-	-	-	-	17	-	N/A
Special Assessment Revenue												
Special Assessments - On-Roll	45	20,972	73,520	5,213	-	-	-	-	-	99,750	110,391	90%
Special Assessments - Off-Roll	-	-	-	-	127,188	-	-	-	-	127,188	1,955,734	7%
Special Assessments - Prepayments	-	-	-	-	3,700,000	-	-	-	-	3,700,000	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	754,375	-	-	-	-	754,375	-	N/A
Refunding Bond Proceeds	-	-	-	-	18,145,876	-	-	-	-	18,145,876	-	N/A
Total Revenue and Other Sources:	\$ 161,548	\$ 22,221	\$ 73,522	\$ 5,214	\$ 22,647,284	\$ 25	\$ -	\$ -	\$ -	\$ 22,909,813	\$ 2,096,125	1093%
Expenditures and Other Uses												
Debt Service												
Principal Debt Service - Mandatory												
Series 2003 Bonds	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 530,000	0%
Principal Debt Service - Early Redemptions												
Series 2003 Bonds	-	130,000	-	-	22,890,000	-	-	-	-	23,020,000	-	N/A
Interest Expense												
Series 2003 Bonds	-	791,313	-	-	786,844	-	-	-	-	1,578,156	1,566,125	101%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	25	-	-	-	1,112,247	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 921,313	\$ -	\$ -	\$ 23,676,844	\$24.97	\$ -	\$ -	\$ -	25,710,403	\$ 2,096,125	1227%
Net Increase/ (Decrease) in Fund Balance	161,548	(899,092)	73,522	5,214	(1,029,560)	-	-	-	-	(2,800,589)	-	
Fund Balance - Beginning	2,800,590	2,962,138	2,063,046	2,136,568	2,141,782	1,112,222	1,112,222	1,112,222	1,112,222	2,800,590	2,755,905	
Fund Balance - Ending	\$ 2,962,138	\$ 2,063,046	\$ 2,136,568	\$ 2,141,782	\$ 1,112,222	\$ 1,112,222	\$ 1,112,222	\$ 1,112,222	\$ 1,112,222	0	\$ 2,755,905	

*October Interest Earnings related to market value adjustment made by auditors at FYE 09/30/14

Miromar Lakes Community Development District
Debt Service Fund - Series 2012 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2015

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income												
Interest Account	-	-	-	-	-	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	N/A
Reserve Account*	27,820	1,840	0	0	-	0	0	7,355	0	37,017	15,000	247%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	2	2	1	2	4	4	5	5	2	27	30	89%
Special Assessment Revenue												
Special Assessments - On-Roll	332	155,382	544,705	38,619	30,986	13,211	20,102	4,966	15,471	823,774	819,929	100%
Special Assessments - Off-Roll	-	-	-	-	-	-	163,991	-	-	163,991	163,991	100%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)												
	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 28,155	\$ 157,224	\$ 544,706	\$ 38,622	\$ 30,990	\$ 13,215	\$ 184,098	\$ 12,325	\$ 15,473	1,024,808.23	\$ 998,950	N/A
Expenditures and Other Uses												
Debt Service												
Principal Debt Service - Mandatory												
Series 2012 Bonds	-	-	-	-	-	-	-	400,000	-	400,000	\$ 400,000	100%
Principal Debt Service - Early Redemptions												
Series 2012 Bonds	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense												
Series 2012 Bonds	-	299,475	-	-	-	-	-	299,475	-	598,950	598,950	100%
Operating Transfers Out (To Other Funds)												
	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 299,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 699,475	\$ -	998,950	\$ 998,950	N/A
Net Increase/ (Decrease) in Fund Balance	28,155	(142,251)	544,706	38,622	30,990	13,215	184,098	(687,150)	15,473	25,858	-	
Fund Balance - Beginning	840,524	868,679	726,428	1,271,135	1,309,756	1,340,746	1,353,961	1,538,059	850,909	840,524	862,540	
Fund Balance - Ending	\$ 868,679	\$ 726,428	\$ 1,271,135	\$ 1,309,756	\$ 1,340,746	\$ 1,353,961	\$ 1,538,059	\$ 850,909	\$ 866,383	866,383	\$ 862,540	

*October Interest Earnings related to market value adjustment made by auditors at FYE 09/30/14

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

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income												
Interest Account	-	-	-	-	-	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	N/A
Reserve Account*	-	-	-	-	-	-	-	17,451	0	17,451	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	-	-	-	0	1	130	1	133	-	N/A
Special Assessment Revenue												
Special Assessments - On-Roll	-	-	-	-	4,182	1,783	2,713	670	2,088	11,437	-	N/A
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	1,112,222	25	-	-	-	1,112,247	-	N/A
Bond Proceeds	-	-	-	-	754,375	-	-	-	-	754,375	-	N/A
Total Revenue and Other Sources:	\$ -	\$ -	\$ -	\$ -	\$ 1,870,779	\$ 1,808	\$ 2,715	\$ 18,250	\$ 2,090	\$ 1,895,642	\$ -	N/A
Expenditures and Other Uses												
Debt Service												
Principal Debt Service - Mandatory												
Series 2012 Bonds	-	-	-	-	-	-	-	-	-	-	\$ -	N/A
Principal Debt Service - Early Redemptions												
Series 2012 Bonds	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense												
Series 2012 Bonds	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	754,375	-	-	-	-	754,375	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ 754,375	\$ -	\$ -	\$ -	\$ -	\$ 754,375	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	-	-	-	-	1,116,404	1,808	2,715	18,250	2,090	1,141,267	-	
Fund Balance - Beginning	-	-	-	-	-	1,116,404	1,118,212	1,120,927	1,139,177	-	-	
Fund Balance - Ending	\$ -	\$ -	\$ -	\$ -	\$ 1,116,404	\$ 1,118,212	\$ 1,120,927	\$ 1,139,177	\$ 1,141,267	\$ 1,141,267	\$ -	

Miromar Lakes Community Development District
Capital Project Fund - Series 2015 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through June 30, 2015

Description	October	November	December	January	February	March	April	May	June	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income	-	-	-	-	-	0	0	0	0	0	-	N/A
Bond Proceeds	-	-	-	-	382,761	-	-	-	-	382,761	-	N/A
Total Revenue and Other Sources:	\$ -	\$ -	\$ -	\$ -	\$ 382,761	\$ 0	\$ 0	\$ 0	\$ 0	\$ 382,761	\$ -	N/A
Expenditures and Other Uses												
Capital Outlay												
Cost of Issuance												
Cost of Issuance	-	-	-	-	14,250	-	8,578	-	4,976	27,804	\$ -	N/A
Legal Services	-	-	-	-	105,812	-	-	-	-	105,812	\$ -	N/A
Underwriter's Discount	-	-	-	-	249,145	-	-	-	-	249,145	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ 369,207	\$ -	\$ 8,578	\$ -	\$ 4,976	382,761	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	-	-	-	-	13,554	0	(8,577)	0	(4,976)	-	-	-
Fund Balance - Beginning	-	-	-	-	-	13,554	13,554	4,976	4,976	-	-	-
Fund Balance - Ending	\$ -	\$ -	\$ -	\$ -	\$ 13,554	\$ 13,554	\$ 4,976	\$ 4,976	\$ -	-	\$ -	-