

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

MEETING AGENDA

Tuesday, October 7, 2025, at 5:00 p.m.

**Meeting to be held at: Stoneybrook
Recreation Center 200 Golden Harbour
Trail Bradenton, FL 34212**



313 Campus St.
Celebration, FL 34747
(813) 652-2454

Heritage Harbour South Development District

Board of Supervisors

Philip Frankel, Chair
Darnell Bacon, Vice Chair
Mike Neville, Assistant Secretary
Lisa Davis, Assistant Secretary
Kevin Kruckeberg, Assistant Secretary

Staff:

Kristee Cole, Senior District Manager
Alize Aninipot, District Manager
Andrew Cohen, District Counsel
Rick Schappacher, District Engineer

Final Meeting Agenda Tuesday, October 7, 2025 – 5:00 p.m.

- 1. Call to Order and Roll Call**
- 2. Adoption of the Agenda**
- 3. Audience Comments – Three- (3) Minute Time Limit**
- 4. Business Administration**
 - A. Consideration of Minutes from Regular Meeting on September 2, 2025Page 3
 - B. Review of August Check RegistersPage 6
- 5. Staff Reports**
 - A. District Counsel
 1. Discussion of Land Swap Agreement Page 19
 - B. District Engineer
 - C. District Manager
- 6. Business Items**
 - A. Discussion Regarding Monuments
 - B. Discussion Regarding Grates not on CDD Property
 - C. Discussion Regarding Paving and Striping on Stone Harbour Loop
- 7. HOA updates**
 - A. Heritage Harbour Master HOA
 - B. Stoneybrook HOA
 - C. Golf Course Update
- 8. Supervisor Requests**
- 9. Adjournment**

The next meeting is scheduled for Tuesday, November 4, 2025, at 5:00 p.m.

District Office:

313 Campus Street
Celebration FL 34747
407-566-1935

<https://www.heritageharboursouthcdd.org/>

Meeting Location:

Stoneybrook Recreation Center
200 Golden Harbour Trail
Bradenton, FL 34212

MINUTES OF MEETING
HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors was held on Tuesday, September 2, 2025, and called to order at 5:00 p.m. at the Stoneybrook Recreation Center, located at 200 Golden Harbour Trail, Bradenton, FL 34212.

Present and constituting a quorum were:

Philip Frankel	Board Supervisor, Chair
Darnell Bacon	Board Supervisor, Vice Chair
Mike Neville	Board Supervisor, Asst. Secretary
Lisa Davis	Board Supervisor, Asst. Secretary
Kevin Kruckeberg	Board Supervisor, Asst. Secretary

Also present were:

Kristee Cole	District Manager, Inframark
Rick Schappacher	District Engineer, Schappacher Engineering
Andy Cohen	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Howard Neal	Field Services Director, Inframark
Michelle Jones	President of Stoneybrook
Alec Stefanoski	HHMA President

Audience Members

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Ms. Cole called the meeting to order at 5:00 p.m.

SECOND ORDER OF BUSINESS **Adoption of the Agenda**

On MOTION by Mr. Neville, seconded by Ms. Davis, with all in favor, the September 2, 2025, Final Agenda was adopted.

THIRD ORDER OF BUSINESS **Audience Comments**

A resident expressed positive feedback regarding the new playground and suggested audience comments regarding the baseball renovation and the no-fishing policy.

FOURTH ORDER OF BUSINESS **Special Business Items**

A. Presentation of Field Services

Mr. Neal presented the Field Services proposal to the Board. The Board will review and take the proposal into consideration during the upcoming budget cycle.

FIFTH ORDER OF BUSINESS **Business Administration**

A. Consideration of Minutes from Regular Meeting on August 5, 2025

On MOTION by Mr. Neville, seconded by Mr. Kruckeberg, with all in favor, the minutes from the Regular Meeting from August 5, 2025, were approved, as amended.

B. Review of the July 2025 Check Registers

On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the July 2025 Check Registers were approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

The Board discussed a tax lien document that had been affixed to a tree located on CDD property. It was noted that Lennar had not paid the taxes on the property. The Board directed Mr. Cohen to pursue resolution of the matter with Lennar, and, should Lennar fail to address the issue, to proceed with payment as soon as possible in order to avoid foreclosure on the property.

No updates were provided regarding the golf course development or from Ms. Mary Hawk concerning the Maintenance Agreement.

B. District Engineer

Mr. Schappacher reported that he will review the area between 8812 and 8814 Stone Harbour Loop to determine the need for a flume. He distributed ownership maps to the Board. Additionally, Mr. Schappacher will review the signage and provide a cost estimate for the removal and replacement of signs, as necessary. He also provided an update regarding the east ditch cleanout.

C. District Manager

Ms. Cole informed the Board that the next meeting scheduled is October 7, 2025, at 5:00 p.m.

SEVENTH ORDER OF BUSINESS

Business Items

A. Consideration of Addendum to Inframark Contract

Ms. Cole presented the Addendum to the Inframark Contract to the Board.

On MOTION by Mr. Neville, seconded by Mr. Bacon, approve and authorize the chair to execute the first amendment to the management services agreement, subject to staff review, as presented.

B. Consideration of EGIS Insurance Renewal

On MOTION by Mr. Frankel, seconded by Ms. Davis, with all in favor, the Board approved the EGIS Insurance Renewal.

EIGHTH ORDER OF BUSINESS

HOA Updates

A. Heritage Harbour Master HOA

Central Pond

Board Member Scott Cranston met with Manatee County officials and our pond

91 vendor regarding the Central ditch. The County confirmed that until just a few years
92 ago, they maintained the ditch. Once the ditch was deeded over to the CDD,
93 County maintenance stopped.

94
95 The Board has approved Cross Creek Engineering to move forward with cleaning
96 out the ditch. Cross Creek has also agreed to provide ongoing maintenance
97 (spraying for vegetation and growth) at no cost to HHMA as long as they hold our
98 contract. Additionally, Green Valley Landscaping has agreed to mow as close to the
99 ditch as possible during the dry months, also at no cost to HHMA.

100
101 Gazebos
102 Still waiting on permitting.

103
104 Playground Shade
105 Still waiting on permitting.

106
107 Playground
108 All new plantings have been installed. Sod installation will follow once tree removals
109 are completed, which is expected within the next few weeks.

110
111 Lighting
112 New light posts were approved by the Board and will be installed within the next few
113 weeks.

114
115 Landscape Plantings
116 All damaged storm landscape along Port Harbor Parkway has been approved and
117 is in the process of installation.

118
119 **B. Stoneybrook HOA**

120 Ms. Jones informed the Board that the street posts need to be replaced.

121
122 **C. Golf Course Update**

123 Mr. Bakalar said that the villas are still moving forward, but slowly.

124
125 **NINTH ORDER OF BUSINESS** **Supervisor Requests**

126 Mr. Neville asked for an update on the grate ownership

127
128 **TENTH ORDER OF BUSINESS** **Adjournment**

129
130 On MOTION by Mr. Neville, seconded by Mr. Bacon, with all in favor, the meeting was
131 adjourned at 6:34 p.m.

132
133
134 _____
Secretary / Assistant Secretary

Chairman / Vice Chairman

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 08/01/25 to 08/31/25

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001

001	100087	08/06/25	PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A.	6203	LEGAL SERVICES 07/25	District Counsel	531146-51401	\$757.50
001	100088	08/13/25	SCHAPPACHER ENGINEERING LLC	2906	ENGINEERING SRVCS THRU 07/31/25	District Engineer	531147-51501	\$1,569.75
001	100089	08/13/25	STONEBROOK AT HERITAGE HARBOUR	08052025	AUG 2025 MEETING ROOM RENTAL	Miscellaneous Services	549001-51301	\$100.00
001	100090	08/13/25	FASTSIGNS	INV-31051	NEW 14' POST ASSEMBLY FOR SIGN	Street Sign Repairs/Replacements	546491-54101	\$1,521.70
001	100091	08/13/25	INFRAMARK LLC	155314	AUG25 MANAGEMENT SERVICES	District Manager	531150-51301	\$4,550.00
001	DD178	08/21/25	DARNELL BACON -EFT	DB-080525-EFT	BOARD MEETING 08/05/25	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD179	08/21/25	MICHAEL J NEVILLE - EFT	MN-080525-EFT	BOARD MEETING 08/05/25	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD180	08/21/25	PHILIP I FRANKEL - EFT	PF-080525-EFT	BOARD MEETING 08/05/25	P/R-Board of Supervisors	511001-51101	\$200.00
Fund Total								<u>\$9,098.95</u>

DEBT SERVICE FUND SERIES 2013 - 200

200	15138	08/19/25	HERITAGE HARBOUR SOUTH c/o WELLS FARGO	DSXFR 081525	XFR FY 2025 SPECIAL ASSESSMENTS	Due From Other Funds	131000	\$78,856.69
Fund Total								<u>\$78,856.69</u>

Total Checks Paid	\$87,955.64
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PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

INVOICE

Invoice # 6203
Date: 08/01/2025
Due On: 09/01/2025

Heritage Harbour South Community Development District
inframarkcms@payableslockbox.com

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$757.50) - (\$0.00) = \$757.50

HHSOUTH

Heritage Harbour South Community Development District

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	AHC	07/01/2025	Review revised ad and mailed notice re: budget public hearing.	0.25	\$303.00	\$75.75
Service	AHC	07/21/2025	Tele-conv. with Chairman re: pending items and question regarding monument conveyance.	0.25	\$303.00	\$75.75
Service	AHC	07/24/2025	Tele-conv. with Supervisor Neville re: Aquaterra and other pending items.	0.25	\$303.00	\$75.75
Service	DPL	07/28/2025	Review all three Gran Paradiso cases re: Aquaterra and send summary.	1.25	\$303.00	\$378.75
Service	AHC	07/29/2025	Tele-conv. with Chair and initial review of Aquaterra contract issues.	0.25	\$303.00	\$75.75
Service	AHC	07/30/2025	Initial review of agenda package for 8/5 CDD meeting.	0.25	\$303.00	\$75.75
Subtotal						\$757.50
Total						\$757.50

Detailed Statement of Account**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6203	09/01/2025	\$757.50	\$0.00	\$757.50
Outstanding Balance				\$757.50
Total Amount Outstanding				\$757.50

Please make all amounts payable to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A. and remit to 6853 ENERGY COURT, LAKEWOOD RANCH, FL 34240.

For any inquiries, please contact us at 941-306-4730. Payment is due 30 days from receipt of this invoice. Thank you.

Schappacher Engineering LLC

PO Box 21256
 Bradenton, FL 34204
 941-251-7613

Invoice

Date	Invoice #
8/6/2025	2906

Bill To
Heritage Harbour South CDD C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

		Terms	Project	
		Due on receipt	HH South CDD Engineering...	
Serviced	Description	Quantity	Rate	Amount
7/3/2025	Send maps and photo summary of central ditch to CDD manager.	0.5	150.00	75.00
7/4/2025	Respond to CDD manager regarding flooding in roadways. Site review to check on flooding and coordinate with site contractor.	1.5	150.00	225.00
7/7/2025	Review ownership maps to show updated ownership of parcels and coordinate revisions with staff. Respond to concerns on roadway flooding issues.	1.5	150.00	225.00
7/8/2025	Site review to check on signage installation and sign deficiencies.	1.5	150.00	225.00
7/9/2025	Review signage repair invoice and forward to Inframark for payment.			
7/9/2025	Review files to check on signage repairs and coordinate with vendor.	0.75	150.00	112.50
7/9/2025	Prepare justification of costs for Inframark.			
7/9/2025	CADD efforts to update Master Ownership Map	0.25	129.00	32.25
7/16/2025	Respond to CDD manager regarding ownership of storm inlet that needs grate replacement, send maps and plans.	0.5	150.00	75.00
7/17/2025	Coordinate with vendor on low water level in ponds. Respond to board member on reclaimed meter. Coordinate with sign vendor for replacement of stop sign. Follow up on golf course inlet grate replacement.	1	150.00	150.00
7/18/2025	Review flume repair invoice, respond to location of deficient inlet on golf course property along Camden Harbour. Print out documents for site reviews to check on signage and drainage concerns.	0.75	150.00	112.50
7/21/2025	Coordinate with CDD chairperson on community signage.	0.25	150.00	37.50
7/23/2025	Review files to check on storm drainage at pond 10, respond on drain basin and overall flows.	0.5	150.00	75.00
7/28/2025	Coordinate with CDD board member and sign vendor regarding sign repairs and updates with CDD manager, discussion with Inframark on central ditch drainage.	0.75	150.00	112.50
7/29/2025	Review signage invoices and coordinate with CDD manager. Verify what work has been completed. Review files and coordinate with sign vendor.	0.75	150.00	112.50
Please make checks payable to Schappacher Engineering Thank you for your business!		Total		\$1,569.75

Heritage Harbour Billing Summary

Schappacher Engineering, LLC

Date	General District Svcs, CDD Mtgs	Community Signage & Striping	Radar Signs	Sidewalk & Roadway Review & Repairs	Irrigation System	Annual Site Reviews	Storm Water System Inspection & Repairs	Hurricane Assessment Review	Ownership and Map Updates	Golf Course Assistance
7/3/2025							75.00			
7/4/2025							225.00			
7/7/2025							112.50		112.50	
7/8/2025		225.00								
7/9/2025	37.50	75.00								
7/9/2025									32.25	
7/16/2025							75.00			
7/17/2025		37.50			75.00					37.50
7/18/2025		75.00		37.50						
7/21/2025		37.50								
7/23/2025							75.00			
7/28/2025		37.50					75.00			
7/29/2025		112.50								
Monthly Total	\$37.50	\$600.00	\$0.00	\$37.50	\$75.00	\$0.00	\$637.50	\$0.00	\$144.75	\$37.50
Annual Total	\$4,462.50	\$5,400.00	\$937.50	\$5,062.50	\$112.50	\$2,625.00	\$2,175.00	\$1,275.00	\$176.00	\$712.50



**STONEYBROOK AT
HERITAGE HARBOUR
HOA**

INVOICE

INVOICE # 08052025
DATE: 08/05/2025

200 Golden Harbour Trail
Bradenton, Florida 34212
Phone: 941-750-9688

TO:
Heritage Harbour South CDD
313 Campus Street
Celebration, FL 34747
Email: KCole@inframark.com

COMMENTS OR SPECIAL INSTRUCTIONS:
Meeting Room Rental

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	August 2025 Meeting Room Rental	100.00	\$100.00
SUBTOTAL			\$100.00
SALES TAX			0
TOTAL DUE			\$100.00

Make all checks payable to **STONEYBROOK AT HERITAGE HARBOUR HOA**
Address: **200 Golden Harbour Trail, Bradenton, FL 34212**
If you have any questions concerning this invoice, contact Jessica Friday.
Phone: 941-750-9688
Email: Manager@StoneybrookHOA.com

Created Date: 5/30/2025

DESCRIPTION: **CHANGE ORDER** Add post assembly

Bill To: Heritage Harbor CDD c/o Inframark
313 Campus St
Celebration, FL 34747
US

Installed: Heritage Harbor CDD c/o Inframark
Rick Schappacher
7155 Grand Estuary Trail
Bradenton, FL 34212
US

Ordered By: Rick Schappacher
Email: rick@schappachereng.com
Work Phone: (941) 251-7613
Tax ID: 85-8012556683C-1

Salesperson: Michael Lomastro
Entered By: Stacy Jarrell

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	New 14' Post Assembly	1	\$1,521.70	\$0.00	\$1,521.70
1.1	Custom Sign - Part Qty: 1 Width: 3.00" Height: 14.00' Notes: 3" X 14 FT FLUTED POST, 300 SERIES BASE, BALL FINIAL. (2) 6"x36" PLAIN BLADE HOLDERS, POWDER COATED BLACK SEMI GLOSS ***OVERSIZE SHIPPING CHARGES APPLY TO THIS POST				
1.2	Shipping - OVERSIZE SHIPPING Part Qty: 1 Width: 1.00" Height: 1.00"				

Payment Terms: Unless you have existing payment terms already on file, any balance is due before installation or delivery. You may pay through our portal by calling the office or having a check ready on-site. The balance is due on pickup if you are picking up your order. Invoices not paid within terms will be assessed a \$250 late fee. The unpaid balance shall accrue interest at the maximum rate allowed by law until the balance is paid in full. Payments shall be first credited to any late fees, then to interest due, and any remainder will be credited to the principal. Purchaser will be responsible for all additional costs, including legal, court, and collection fees associated with collection of past-due invoices.

Subtotal:	\$1,521.70
Taxable Amount:	\$0.00
Taxes:	\$0.00
Grand Total:	\$1,521.70
Amount Paid:	\$0.00
BALANCE DUE:	\$1,521.70

RECOMMENDED FOR PAYMENT:

Rick Schappacher 7/29/25



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

155314

DATE

8/1/2025

BILL TO

Heritage Harbour South Community
Development
313 Campus St
Celebration FL 34747-4982
United States

CUSTOMER ID

C4958

NET TERMS

Due On Receipt

PO#**DUE DATE**

8/1/2025

Services provided for the Month of: August 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Administrative Fees	1	Ea	4,550.00		4,550.00
Subtotal					4,550.00

Subtotal

\$4,550.00

Tax

\$0.00

Total Due

\$4,550.00

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Hertiage Harbour South CDD

Board Meeting Date: August 5th, 2025

	Name	In Attendance Please X	Paid
1	Phillip Frankel	x	\$200
2	Darnell Bacon	x	\$200
3	Mike Neville	x	\$200
4	Lisa Davis	x	\$200
5	Kevin Kruckeberg	x	\$200

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Alize Aninipot

8/6/2025

District Manager Signature

Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

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for
BOARD OF SUPERVISORS

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Board Meeting Date: August 5th, 2025

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Approved for payment:

Alize Aninipot

8/6/2025

District Manager Signature

Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

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for
BOARD OF SUPERVISORS

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Board Meeting Date: August 5th, 2025

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3	Mike Neville	x	\$200
4	Lisa Davis	x	\$200
5	Kevin Kruckeberg	x	\$200

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Alize Aninipot

8/6/2025

District Manager Signature

Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

CHECK REQUEST FORM

District Name: Heritage Harbour South

Date: August 15, 2025

Invoice Number: DSXfr 081525

Please issue a check to:

Vendor Name: Heritage Harbour South c/o WellsFargo

Vendor No.: V00031

Check amount: \$78,856.69

Please cut check from Acct. #: BankUnited GF Acct# 0495

Please code to: 200-131000-1000

Series 2013

Check Description/Reason: Xfr FY 2025 Special Assessments received

Mailing instructions: Please FedEx with letter to Trustee at WellsFargo

Due Date for Check: include in next AP batch

Requestor: Terri Lusk

Manager's Approval: Lucus Mc Donald

Date: 8/15/2025

HERITAGE HARBOUR SOUTH

Community Development District
11555 Heron Bay Blvd., Suite 201
Coral Springs, Florida 33076
(954) 603-0030

August 15, 2025

Wells Fargo Bank - CTS payment processing
Lockbox Services 856470
1801 Parkview Dr, 1st Floor
Shoreview, MN 55126

SERIES 2013

Re: FY 2025 Special Assessment Collections

To Whom it May Concern:

Enclosed please find the following check representing special assessments collected for Heritage Harbour South Community Development District.

Series 2013 \$ 78,856.69

Please deposit these funds into the Series 2013 Revenue account.

Account # 46553300

Should you have any questions, please do not hesitate to contact me at (954) 603-0030.

Sincerely,

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT



Terri Lusk
District Accountant

PREPARED BY AND RETURN TO:

Ryan A. Featherstone, Esq.
Dunlap & Moran, P.A.
P.O. Box 3948
Sarasota, FL 34230-3948
Telephone (941) 366-0115
File No. 23937-1

ADJACENT LOTS LAND SWAP AGREEMENT

This Adjacent Lots Land Swap Agreement (the “Agreement”), effective September ____, 2025, is made by and between **HH Club Holdings, LLC, a Florida limited liability company** (hereafter referred to as the “Party of the First Part”) and **Heritage Harbour South Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance Number 01-45**, (hereafter referred to as “Party of the Second Part”) and do hereby agree as follows:

- A. The Party of the First Part owns certain real property located at 907 Bunker Loop, Bradenton, FL 34212, Parcel ID #1102022959, Manatee County, Florida, which has a legal description as follows:

See Exhibit “A” attached hereto and incorporated herein by reference, hereinafter referred to as “Parcel A”.

- B. The Party of the Second Part owns certain real property located adjacent to the above-described property, at Heritage Green Way, Bradenton, FL 34212, Parcel ID #1102021559, Manatee County, Florida which has a property description as follows:

See Exhibit “B” attached hereto and incorporated herein by reference, hereinafter referred to as “Parcel B”.

- C. The Party of the First Part is developing Parcel A into a seventy-four (74) unit residential land condominium, and per the condominium’s site plan, the condominium development as planned extends into certain portions and lands of Parcel B, thereby creating the necessity for this Agreement.
- D. The Party of the First Part and the Party of the Second Part desire to eliminate the encroachments into Parcel B which would result from the development of the land condominium on Parcel A, by performing an amicable land swap per the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained herein and for the sum of TEN DOLLARS (\$10.00) and good and valuable other consideration, the received and sufficiency of which is hereby acknowledged by the

undersigned, the undersigned do and hereby covenant and agree as follows:

1. The parties agree that the parcel of real property more particularly described on **Exhibit "C"** attached hereto and incorporated herein ("Parcel C") shall be conveyed by Party of the First Part to Party of the Second Part, and the parcel of real property more particularly described on **Exhibit "D"** attached hereto and incorporated herein ("Parcel D") shall be conveyed by Party of the Second Part to Party of the First Part, in exchange for each other. The exchange shall be made by delivery of duly executed special warranty deeds (or such other form of deed as may be acceptable to the parties) and all other instruments reasonably necessary to convey good, marketable, and insurable title, free and clear of all liens, claims, and encumbrances other than permitted exceptions. The effective date of such exchange shall be the date of closing, and each party shall bear its own costs except as otherwise provided herein.

2. This Agreement shall run with the land referred to herein and is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, successors, grantees, assigns, personal representatives and all others claiming by, through or under them.

3. Each of the parties shall execute, acknowledge and deliver to the other party such other documents in recordable form as may be reasonably required by either party, or by a title insurance company to issue title insurance commitments and title insurance policies on Parcel A or Parcel B, or any legally subdivided portions thereof, provided such documents do not impose any financial obligations on the parties or their respective parcels.

4. This Agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, promises, warranties, covenants or undertakings other than as expressly set forth herein. This Agreement supersedes all prior agreements (oral and written) and understandings between the parties relative to the boundary referenced in the recitals herein.

5. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document. This Agreement shall be effective and binding when signed by each party.

6. This Agreement shall be construed and enforced under the laws of the State of Florida.

7. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be severable and valid and enforceable to the fullest extent permitted by law.

8. This Agreement may not be amended or terminated without the prior written mutual consent of all parties in recordable form.

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

WITNESSES:

**HH Club Holdings, LLC, a Florida
limited liability company**

Print name: _____
Address: _____

By: _____
Print Name: _____
As its: _____

Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of HH Club Holdings, LLC, a Florida limited liability company, ☐ who is personally known to me or, ☐ who has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

WITNESSES:

Heritage Harbour South Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance Number 01-45

Print name: _____
Address: _____

By: _____
Print Name: _____
As its: _____

Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of Heritage Harbour South Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance Number 01-45, ☐ who is personally known to me or, ☐ who has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

CONSENT OF MASTER ASSOCIATION

Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation (the “Master Association”), maintains certain lake and drainage easement areas relative to Parcel B, the use of which is governed by the Master Declaration of Covenants, Conditions, and Restrictions for Heritage Harbour recorded in Official Records Book 1753, Page 6520, as re-recorded and amended, all of the Public Records of Manatee County, Florida. As such, the Master Association hereby joins in this Agreement solely for the purpose of acknowledging that it has no objection and consents to the land swap between Parcels A and B hereunder.

WITNESSES:

**Heritage Harbour Master Association,
Inc., a Florida not-for-profit corporation**

Print name: _____
Address: _____

By: _____
Print Name: _____
As its: _____

Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation, ☐ who is personally known to me or, ☐ who has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

CONSENT AND RELEASE OF SUB ASSOCIATION

Stoneybrook at Heritage Harbour Community Association, Inc., a Florida not-for-profit corporation (the "Sub Association"), hereby joins in this Agreement for the purpose of acknowledging that it has no objection and consents to the land swap between Parcels A and B hereunder. The Sub Association also hereby releases any perceived rights it believes it may have to the lands described in Exhibits A and B from the Declaration of Covenants, Conditions & Restrictions for Stoneybrook at Heritage Harbour recorded in Book 1753 at Page 6625 in the Official Records of Manatee County, Florida, as amended by those certain Amendments to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour recorded in the Official Records of Manatee County, Florida in Book 1850 at Page 7969, re-recorded in Book 1863 at Page 2737, Book 1889 at Page 4242, Book 1894 at Page 6956, Book 1908 at Page 931, Book 1913 at Page 2329, Book 1936 at Page 2477, Book 1959 at Page 7368, Book 2007 at Page 579, Book 2144 at Page 878, Book 21637 at Page 1885, Book 2200 at Page 4711, and as amended by those certain Certificates of Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour recorded in the Official Records of Manatee County, Florida in Book 2249 at Page 5024, Book 2249 at Page 5299, Book 2354 at Page 4765 and Book 2659 at Page 2602.

WITNESSES:

**Stoneybrook at Heritage Harbour
Community Association, Inc., a Florida
not-for-profit corporation**

Print name: _____
Address: _____

By: _____
Print Name: _____
As its: _____

Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation, ☐ who is personally known to me or, ☐ who has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT A
Parcel A

BEING A PORTION OF TRACT 402 (PID 1102021409) AS SHOWN AND DESIGNATED ON A PLAT ENTITLED " STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, A SUBDIVISION" RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA IN PLAT BOOK 39, PAGE 160; SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERNMOST CORNER OF TRACT 402 AS SHOWN AND DESIGNATED ON A PLAT ENTITLED " STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, A SUBDIVISION" RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA IN PLAT BOOK 39, PAGE 160; THENCE N 57°16'45" E ALONG THE BOUNDARY OF SAID TRACT 402, A DISTANCE OF 206.15 FEET; THENCE N 43°07'26" W, A DISTANCE OF 29.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 35.00'; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°11'57", A DISTANCE OF 54.49 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 60.00'; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°45'54", A DISTANCE OF 53.16 FEET; THENCE N 04°41'24" W, A DISTANCE OF 69.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 40.00'; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°15'52", A DISTANCE OF 35.79 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 75.00'; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 110°00'36", A DISTANCE OF 144.00 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 195.00'; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°15'11", A DISTANCE OF 82.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 350.00'; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°07'10", A DISTANCE OF 129.01 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 115.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°34'15", A DISTANCE OF 69.39 FEET; THENCE N 22°37'07" E, A DISTANCE OF 32.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 130.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°11'08", A DISTANCE OF 63.95 FEET; THENCE N 13°25'37" W THROUGH AND ACROSS SAID TRACT 402, A DISTANCE OF 54.44 FEET TO A POINT ON SAID BOUNDARY OF TRACT 402; THENCE WESTERLY ALONG THE BOUNDARY OF TRACT 402 BY A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 93.00' AND CHORD OF N 85°02'49" W 46.76', AN ARC DISTANCE OF 47.26 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE

SOUTHERLY WITH A RADIUS OF 342.00'; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°27'56", A DISTANCE OF 157.97 FEET; THENCE S 62°19'38" W, A DISTANCE OF 67.18 FEET; THENCE S 79°30'37" W, A DISTANCE OF 48.48 FEET; THENCE S 08°14'42" E, A DISTANCE OF 24.00 FEET; THENCE S 44°28'42" W, A DISTANCE OF 45.71 FEET; THENCE S 65°47'57" W, A DISTANCE OF 285.12 FEET; THENCE S 49°45'17" W, A DISTANCE OF 79.53 FEET; THENCE S 68°05'10" W, A DISTANCE OF 49.42 FEET; THENCE S 80°23'03" W, A DISTANCE OF 53.28 FEET; THENCE N 89°39'24" W, A DISTANCE OF 168.70 FEET; THENCE N 69°50'38" W, A DISTANCE OF 100.96 FEET; THENCE N 60°53'55" W, A DISTANCE OF 59.28 FEET; THENCE N 59°22'40" W, A DISTANCE OF 83.99 FEET; THENCE S 25°26'35" E, A DISTANCE OF 37.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 30.00'; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 115°56'09", A DISTANCE OF 60.70 FEET; THENCE N 89°30'26" W, A DISTANCE OF 118.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 100.00'; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°10'08", A DISTANCE OF 120.72 FEET TO A POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 215.07' AND CHORD OF N 10°37'42" W 74.49'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 74.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 335.00'; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°47'55", A DISTANCE OF 92.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 795.00'; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°37'25", A DISTANCE OF 91.90 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 435.00'; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'44", A DISTANCE OF 31.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 30.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96°32'36", A DISTANCE OF 50.55 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 207.00'; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°34'52", A DISTANCE OF 81.58 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 30.00'; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°13'02", A DISTANCE OF 41.48 FEET; THENCE S 37°48'56" E, A DISTANCE OF 30.72 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 33.00' AND CHORD OF N 11°00'15" E 43.48'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.46 FEET; THENCE N 52°12'33" E, A DISTANCE OF 72.58 FEET; THENCE N 10°13'37" E, A DISTANCE OF 27.79 FEET; THENCE N 15°24'16" W, A DISTANCE OF 565.02 FEET; THENCE N 21°14'44" W, A DISTANCE OF 91.99 FEET; THENCE N 10°36'47" W, A

DISTANCE OF 59.21 FEET; THENCE N 35°16'49" W, A DISTANCE OF 38.60 FEET; THENCE N 52°36'08" W, A DISTANCE OF 148.70 FEET; THENCE N 30°41'07" W, A DISTANCE OF 91.41 FEET; THENCE S 76°14'47" W THROUGH AND ACROSS SAID TRACT 402, A DISTANCE OF 24.50 FEET; THENCE N 05°48'31" W, A DISTANCE OF 13.83 FEET; THENCE THROUGH AND ACROSS SAID TRACT 402, S 76°09'25" W, A DISTANCE OF 209.70 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RIVER HERITAGE BOULEVARD PER AFORESAID PLAT; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE BY A CURVE CONCAVE EASTERLY WITH A RADIUS OF 2940.00' AND CHORD OF S 24°00'51" E 282.66', AN ARC DISTANCE OF 282.77 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 3060.00'; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°53'28", A DISTANCE OF 1169.13 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°12'00", A DISTANCE OF 51.43 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1710.00', SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HERITAGE GREEN WAY PER AFORESAID PLAT; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°11'23", A DISTANCE OF 721.94 FEET; THENCE N 22°42'11" E DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF HERITAGE GREEN WAY, A DISTANCE OF 38.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 30.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°08'17", A DISTANCE OF 14.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 200.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°37'42", A DISTANCE OF 72.01 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 30.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'29", A DISTANCE OF 24.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 165.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°01'26", A DISTANCE OF 25.99 FEET; THENCE N 68°36'48" E, A DISTANCE OF 29.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 30.00'; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°56'04", A DISTANCE OF 12.53 FEET; THENCE S 87°27'08" E, A DISTANCE OF 41.48 FEET; THENCE N 48°44'26" E, A DISTANCE OF 12.25 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 30.00' AND CHORD OF N 75°01'47" E 28.07'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.21 FEET; THENCE S 77°04'49" E, A DISTANCE OF 125.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 30.00'; THENCE SOUTHEASTERLY

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°01'52", A DISTANCE OF 16.77 FEET; THENCE S 52°48'11" E, A DISTANCE OF 1.24 FEET; THENCE S 42°52'14" E, A DISTANCE OF 10.92 FEET; THENCE S 01°51'23" E, A DISTANCE OF 82.37 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 28.53' AND CHORD OF S 22°36'41" W 29.76'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.31 FEET; THENCE S 53°29'31" W, A DISTANCE OF 23.23 FEET; THENCE S 02°49'11" W, A DISTANCE OF 13.36 FEET; THENCE S 07°51'34" E, A DISTANCE OF 46.24 FEET; THENCE S 38°15'13" W, A DISTANCE OF 25.54 FEET; THENCE S 84°21'58" W, A DISTANCE OF 54.66 FEET; THENCE S 37°28'50" W, A DISTANCE OF 38.28 FEET; THENCE S 53°55'11" W, A DISTANCE OF 64.84 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HERITAGE GREEN WAY; THENCE SOUTHERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE BY A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 545.00' AND CHORD OF S 34°24'02" E 31.95', AN ARC DISTANCE OF 31.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Parcel B

**TRACT 501 (LAKE & DRAINAGE EASEMENT) STONEYBROOK AT HERITAGE
HARBOUR SUBPHASE A UNIT 1 PI#11020.2155/9**

EXHIBIT C
Parcel C

SKETCH OF DESCRIPTION
PROPOSED LAND SWAP

SHEET 1 OF 5

DESCRIPTION:

A part of Tract 402, STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, as per plat thereof, recorded in Plat Book 39, Page 160, of the Public Records of Manatee County, Florida, described as follows:

Commence at the centerline intersection of River Heritage Boulevard (120' Wide Public Right-of-Way) and Heritage Green Way (90' Wide Public Right-of-Way) STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, as per plat thereof, recorded in Plat Book 39, Page 160 of the Public Records of Manatee County, Florida, said point lying on a curve to the right, having: a radius of 1665.00 feet, a central angle of 03°36'55", a chord bearing of N.89°40'10"E., and a chord length of 105.04 feet; thence along said centerline of Heritage Green Way, along the arc of said curve, an arc length of 105.06 feet; thence N.01°28'37"E., leaving said centerline of Heritage Green Way, a distance of 66.90 feet to the POINT OF BEGINNING, same being a point on a curve to the right, having: a radius of 27.80 feet, a central angle of 83°22'55", a chord bearing of N.46°47'24"W., and a chord length of 36.98 feet; thence along the arc of said curve, an arc length of 40.46 feet to a point on a curve to the left, having: a radius of 3086.41 feet, a central angle of 03°34'04", a chord bearing of N.06°52'59"W., and a chord length of 192.15 feet; thence along the arc of said curve, an arc length of 192.18 feet, to a point on a curve to the right, having: a radius of 107.80 feet, a central angle of 08°50'31", a chord bearing of N.04°14'45"W., and a chord length of 16.62 feet; thence along the arc of said curve, an arc length of 16.64 feet, to a point on a curve to the left, having: a radius of 334.00 feet, a central angle of 16°36'31", a chord bearing of N.08°07'45"W., and a chord length of 96.48 feet; thence along the arc of said curve, an arc length of 96.82 feet, to a point on a curve to the right, having: a radius of 796.00 feet, a central angle of 06°37'25", a chord bearing of N.13°07'18"W., and a chord length of 91.97 feet; thence along the arc of said curve, an arc length of 92.02 feet, to a point on a curve to the left, having: a radius of 434.00 feet, a central angle of 02°43'01", a chord bearing of N.11°10'06"W., and a chord length of 20.58 feet; thence along the arc of said curve, an arc length of 20.58 feet, to a point on a curve to the right, having: a radius of 31.00 feet, a central angle of 14°24'15", a chord bearing of N.05°19'29"W., and a chord length of 7.77 feet; thence along the arc of said curve, an arc length of 7.79 feet, to a point on the boundary line of Tract 511 per said plat of STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, being a point on a curve to the left, having: a radius of 435.00 feet, a central angle of 03°42'09", a chord bearing of S.12°08'17"E., and a chord length of 28.10 feet; thence along said boundary line of Tract 511 the following eight (8) courses: (1) along the arc of said curve, an arc length of 28.11 feet, to a point on a curve to the left, having: a radius of 795.00 feet, a central angle of 06°37'24", a chord bearing of S.13°07'20"E., and a chord length of 91.85 feet; (2) thence along the arc of said curve, an arc length of 91.90 feet to a point on a curve to the right, having: a radius of 335.00 feet, a central angle of 15°47'55", a chord bearing of S.08°32'05"E., and a chord length of 92.08 feet; (3) thence along the arc of said curve, an arc length of 92.37 feet, to a point on a curve to the left, having: a radius of 215.07 feet, a central angle of 19°56'42", a chord bearing of S.10°36'34"E., and a chord length of 74.49 feet; (4) thence along the arc of said curve, an arc length of 74.87 feet, to a point on a curve to the left, having: a radius of 100.00 feet, a central angle of 69°09'58", a chord bearing of S.54°54'14"E., and a chord length of 113.52 feet; (5) thence along the arc of said curve, an arc length of 120.72 feet; (6) thence S.89°29'18"E., a distance of 118.19 feet, to a point on a curve to the left, having: a radius of 30.00 feet, a central angle of 115°57'13", a chord bearing of N.32°32'38"E., and a chord length of 50.87 feet; (7) thence along the arc of said curve, an arc length of 60.71 feet; (8) thence N.25°25'27"W., a distance of 8.59 feet; thence S.52°25'19"E., leaving said boundary line of Tract 511, a distance of 42.59 feet, to a point on a curve to the left, having: a radius of 92.20 feet, a central angle of 17°24'11", a chord bearing of S.61°07'24"E., and a chord length of 27.90 feet; thence along the arc of said curve, an arc length of 28.00 feet; thence S.69°49'30"E., a distance of 139.34 feet, to a point on a curve to the left, having: a radius of 92.20 feet, a central angle of 19°48'46", a chord bearing of S.79°43'53"E., and a chord length of 31.72 feet; thence along the arc of said curve, an arc length of 31.88 feet; thence S.89°38'16"E., a distance of 72.70 feet, to a point on a curve to the right, having: a radius of 27.80 feet, a central angle of 126°27'13", a chord bearing of S.26°24'39"E., and a chord length of 49.64 feet; thence along the arc of said curve, an arc length of 61.36 feet, to a point on a curve to the left, having: a radius of 440.90 feet, a central angle of 10°01'58", a chord bearing of S.31°47'58"W., and a chord length of 77.11 feet; thence along the arc of said curve, an arc length of 77.20 feet, to a point on a curve to the right, having: a radius of 27.80 feet, a central angle of 79°30'50", a chord bearing of S.66°32'24"W., and a chord length of 35.56 feet; thence along the arc of said curve, an arc length of 38.58 feet, to a point on a curve to the left, having: a radius of 1732.20 feet, a central angle of 14°46'41", a chord bearing of N.81°05'31"W., and a chord length of 445.54 feet; thence along the arc of said curve, an arc length of 446.78 feet to the POINT OF BEGINNING.

All being in Sections 25 and 36, Township 34 South, Range 18 East, Manatee County, Florida.

Parcel contains 64,042 square feet, or 1.4702 acres more or less.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. See boundary survey prepared by BRITT SURVEYING, Job Number: 24-03-77, Dated April 24, 2024.
4. Bearings and coordinate values shown hereon are State Plane for the Florida West Zone North American Datum 83/2011 Adjustment, with the South line of Section 25 as having a bearing of N.88°13'45"W



Digitally signed
by Collin B
Naaman
Date: 2025.03.08
16:48:11 -05'00'

COLLIN B. NAAMAN, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 7527
NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED SURVEYOR'S SEAL
OR VALIDATED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

PREPARED FOR:

DUNLAP & MORAN P.A.

DATE: MARCH 3, 2025

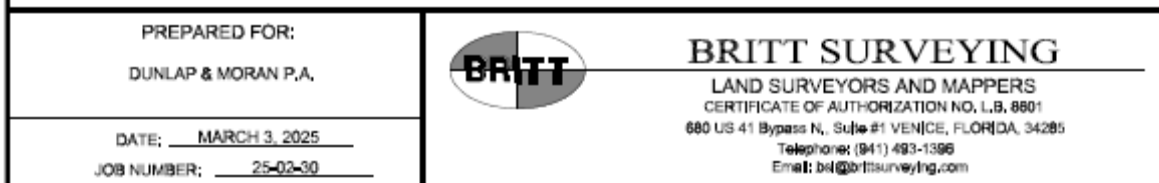
JOB NUMBER: 25-02-30



BRITT SURVEYING

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.S. 8601
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34286
Telephone: (941) 493-1396
Email: bob@brittsurveying.com

SHEET 2 OF 5



SKETCH OF DESCRIPTION PROPOSED LAND SWAP

SHEET 3 OF 5

LEGEND

SQFT = Square Feet

AC = Acres

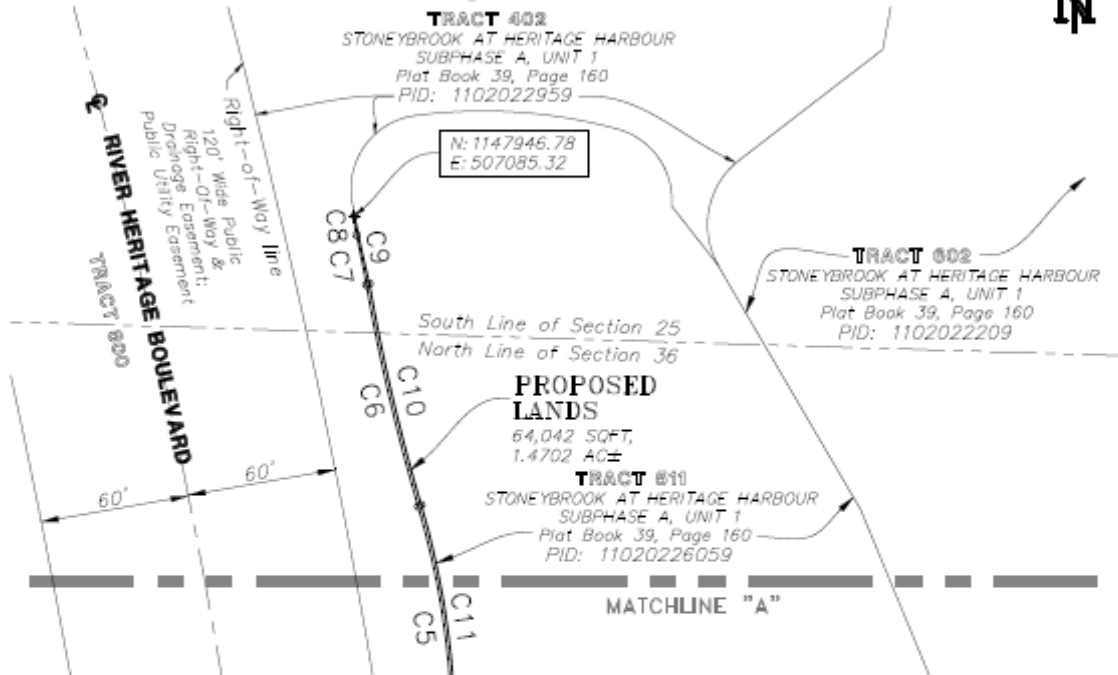
L1 = Line Table Information

C1 = Curve Table Information

PID = Property Identification Number

CL = Centerline

0 60 120



PREPARED FOR:

DUNLAP & MORAN P.A.

DATE: MARCH 3, 2025

JOB NUMBER: 25-02-30



BRITT SURVEYING

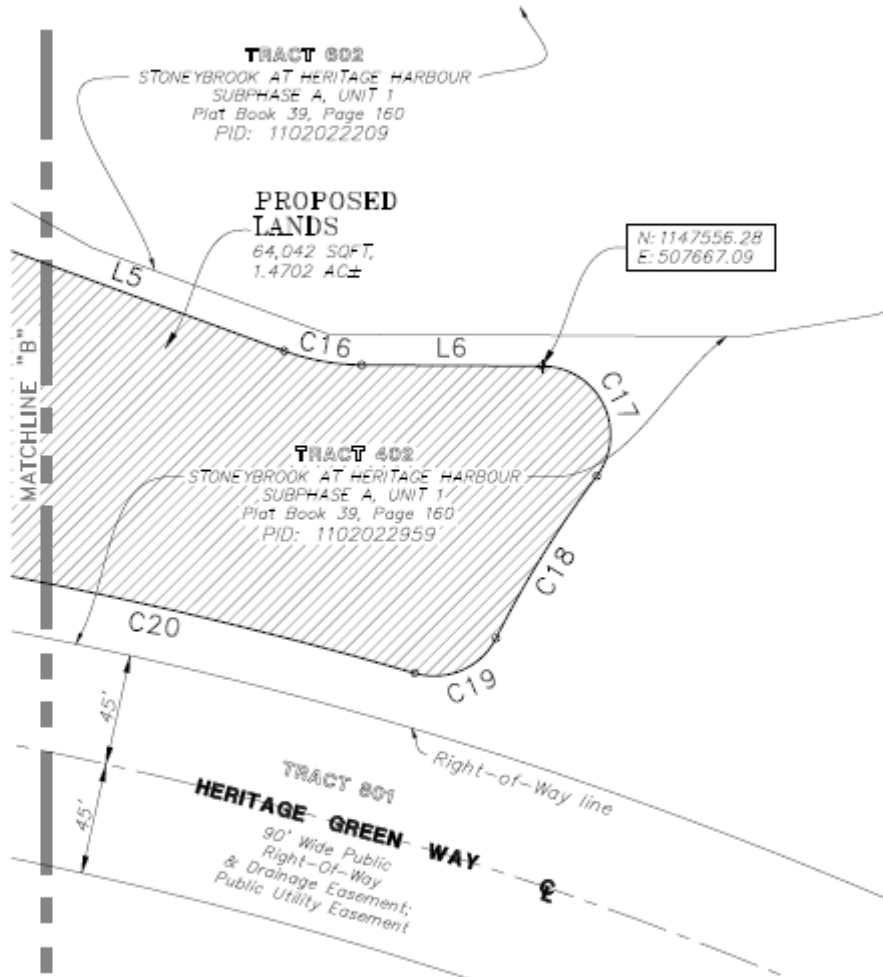
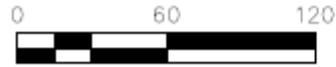
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.S. 8601
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bel@brittsurveying.com

SKETCH OF DESCRIPTION PROPOSED LAND SWAP

SHEET 4 OF 5

LEGEND

SQFT = Square Feet
AC = Acres
L1 = Line Table Information
C1 = Curve Table Information
PID = Property Identification Number
CL = Centerline



PREPARED FOR:
DUNLAP & MORAN P.A.

DATE: MARCH 3, 2025
JOB NUMBER: 25-02-30



BRITT SURVEYING

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 8601
680 US 41 Bypass N., Suite #11 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: brl@brittsurveying.com

SKETCH OF DESCRIPTION PROPOSED LAND SWAP

SHEET 5 OF 5

LINE	BEARING	DISTANCE
L1	N 01°28'37" E	66.90'
L2	S 89°29'18" E	118.19'
L3	N 25°25'27" W	8.59'
L4	S 52°25'19" E	42.59'
L5	S 69°49'30" E	139.34'
L6	S 89°38'16" E	72.70'

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1665.00'	3°36'55"	N 89°40'10" E	105.04'	105.06'
C2	27.80'	83°22'55"	N 46°47'24" W	36.98'	40.46'
C3	3086.41'	3°34'04"	N 06°52'59" W	192.15'	192.18'
C4	107.80'	8°50'31"	N 04°14'45" W	16.62'	16.64'
C5	334.00'	16°36'31"	N 08°07'45" W	96.48'	96.82'
C6	796.00'	6°37'25"	N 13°07'18" W	91.97'	92.02'
C7	434.00'	2°43'01"	N 11°10'06" W	20.58'	20.58'
C8	31.00'	14°24'15"	N 05°19'29" W	7.77'	7.79'
C9	435.00'	3°42'09"	S 12°08'17" E	28.10'	28.11'
C10	795.00'	6°37'24"	S 13°07'20" E	91.85'	91.90'
C11	335.00'	15°47'55"	S 08°32'05" E	92.08'	92.37'
C12	215.07'	19°56'42"	S 10°36'34" E	74.49'	74.87'
C13	100.00'	69°09'58"	S 54°54'14" E	113.52'	120.72'
C14	30.00'	115°57'13"	N 32°32'38" E	50.87'	60.71'
C15	92.20'	17°24'11"	S 61°07'24" E	27.90'	28.00'
C16	92.20'	19°48'46"	S 79°43'53" E	31.72'	31.88'
C17	27.80'	126°27'13"	S 26°24'39" E	49.64'	61.36'
C18	440.90'	10°01'58"	S 31°47'58" W	77.11'	77.20'
C19	27.80'	79°30'50"	S 66°32'24" W	35.56'	38.58'
C20	1732.20'	14°46'41"	N 81°05'31" W	445.54'	446.78'

PREPARED FOR:

DUNLAP & MORAN P.A.

DATE: MARCH 3, 2025

JOB NUMBER: 25-02-30



BRITT SURVEYING

LAND SURVEYORS AND MAPPERS

CERTIFICATE OF AUTHORIZATION NO. L.S. 8601

680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285

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EXHIBIT D
Parcel D

SKETCH OF DESCRIPTION
PROPOSED LAND SWAP

SHEET 1 OF 2

DESCRIPTION:

A part of Section 36, Township 34 South, Range 19 East, Manatee County, Florida, described as follows:

Commence at the most Southern corner of Tract 402, STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, as recorded in Plat Book 39, Page 160, of the Public Records of Manatee County, Florida, same being a point on the easterly Right of Way line of Heritage Green Way (90' Wide Public Right of Way) per said STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, also being a point on a curve to the left having a radius of 545.00 feet, a central angle of 30°54'58", a chord bearing of N.48°15'30"W., and a chord length of 290.52 feet; thence along said easterly Right of Way line of Heritage Green Way, along the arc of said curve, an arc length of 294.07 feet to the POINT OF BEGINNING, same being a point on a curve to the left having a radius of 545.00 feet, a central angle of 01°15'13", a chord bearing of N.64°20'36"W., and a chord length of 11.93 feet; thence continue along the arc of said curve, along said easterly Right of Way line, an arc length of 11.93 feet to a point on the boundary of said Tract 402; thence along the boundary line of said Tract 402 the following eight (8) courses: (1) N.22°43'20"E., a distance of 38.08 feet to a point on a curve to the right having a radius of 30.00 feet, a central angle of 28°07'56", a chord bearing of N.36°47'18"E., and a chord length of 14.58 feet; (2) thence along the arc of said curve, an arc length of 14.73 feet to a point on a curve to the left having a radius of 200.00 feet, a central angle of 20°37'46", a chord bearing of N.40°32'24"E., and a chord length of 71.62 feet; (3) thence along the arc of said curve, an arc length of 72.01 feet to a point on a curve to the right having a radius of 30.00 feet, a central angle of 47°25'19", a chord bearing of N.53°56'10"E., and a chord length of 24.13 feet; (4) thence along the arc of said curve, an arc length of 24.83 feet to a point on a curve to the left having a radius of 165.00 feet, a central angle of 09°01'30", a chord bearing of N.73°08'04"E., and a chord length of 25.96 feet; (5) thence along the arc of said curve, an arc length of 25.99 feet; (6) thence N.68°37'57"E., a distance of 29.03 feet to a point on a curve to the right having a radius of 30.00 feet, a central angle of 23°55'50", a chord bearing of N.80°35'52"E., and a chord length of 12.44 feet; (7) thence along the arc of said curve, an arc length of 12.53 feet; (8) thence S.87°25'59"E., a distance of 28.02 feet to a point on a curve to the left having a radius of 45.00 feet, a central angle of 14°56'25", a chord bearing of S.11°43'40"W., and a chord length of 11.70 feet; thence along the arc of said curve, leaving the boundary line of said Tract 402, an arc length of 11.73 feet; thence S.61°05'54"W., a distance of 126.70 feet; thence S.42°45'06"W., a distance of 77.74 feet; thence S.26°25'31"W., a distance of 10.84 feet to the POINT OF BEGINNING.

Parcel contains 5,667 square feet, or 0.1301 acres more or less.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. See Boundary Survey of parent tract prepared by Britt Surveying, Inc. Job No. 24-03-77, dated April 24, 2024.
4. Bearings shown hereon refer to an assumed meridian, South line of Section 25-34S.-19E. as being N.88°13'45"W.



Digitally signed
by Collin B
Naaman
Date: 2025.09.18
21:03:27 -04'00'

COLLIN B. NAAMAN, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 7527

NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED SURVEYOR'S SEAL
OR VALIDATED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

PREPARED FOR:

HERITAGE HARBOUR CLUB HOLDINGS

DATE: SEPTEMBER 15, 2025

JOB NUMBER: 25-08-31



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SKETCH OF DESCRIPTION PROPOSED LAND SWAP

SHEET 2 OF 2



TRACT 402
STONEBROOK AT
HERITAGE HARBOUR
SUBPHASE A, UNIT 1
PLAT BOOK 39, PAGE 160
PIN: 1102022959

TRACT 501
STONEBROOK AT
HERITAGE HARBOUR
SUBPHASE A, UNIT 1
PLAT BOOK 39, PAGE 160
PIN: 1102021559

PROPOSED LANDS
5,667.50 FT.
0.1301 AC±

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 22°43'20" E	10.08
L2	N 68°37'57" E	29.03
L3	S 87°25'39" E	28.02
L4	S 81°56'53" E	126.70
L5	S 42°45'06" W	77.74
L6	S 25°25'31" W	10.84

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	545.00'	304°34'58"	N 48°15'30" W	290.52'	294.07'
C2	635.00'	118°13'	N 64°20'36" W	11.93'	11.93'
C3	50.00'	28°07'56"	N 38°47'18" E	14.58'	14.73'
C4	250.00'	32°37'48"	N 42°37'24" E	11.82'	12.21'
C5	30.00'	57°25'50"	N 53°28'10" E	25.13'	24.81'
C6	165.00'	2°01'30"	N 73°08'04" E	25.98'	25.99'
C7	30.00'	28°55'52"	N 80°35'52" E	12.44'	12.53'
C8	65.00'	14°56'25"	S 11°43'40" W	11.70'	11.73'

POINT OF
BEGINNING
N: 1147313.00
E: 507867.59

POINT OF
COMMENCEMENT
Most Southern Corner of Tract
402, STONEBROOK AT HERITAGE
HARBOUR

TRACT 501
90' Wide Public Right of Way
& Drainage Easement, Public
Utility Easement

PREPARED FOR:

HERITAGE HARBOUR CLUB HOLDINGS

DATE: SEPTEMBER 15, 2025

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