



*Heritage Harbour South
Community Development
District*

**March 3, 2026
Revised Final Agenda Package**

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:

Alize Aninipot, District Manager
Terri Lusk, District Accountant
Andrew Cohen, District Counsel
Rick Schappacher, District Engineer
Crystal Yem, District Admin

Revised Final Meeting Agenda Tuesday, March 3, 2026 – 5:00 p.m.

1. **Call to Order and Roll Call**
2. **Approval of the Agenda**
3. **Audience Comments – Three- (3) Minute Time Limit**
4. **Business Administration**
 - A. Consideration of Amended Minutes from the Regular Meeting on December 2, 2025 Page 3
 - B. Consideration of Minutes from the Regular Meeting on February 3, 2026..... Page 6
 - C. Consideration of January 2026 Check Registers Page 10
5. **Staff Reports**
 - A. District Accountant
 - B. District Counsel
 1. Update on Land Swap AgreementPage 25
 2. Update on Reference Options Related to the Bond
 3. Discussion of Regarding Continued Irrigation lines to River Heritage.....Page 43
 - C. District Engineer
 1. Sidewalk Repair Status Update.....Page 88
 - D. District Manager
6. **Business Items**
 - A. Ratification of Speed Hump Signs Proposal.....Page 138
7. **HOA updates**
 - A. Heritage Harbour Master HOA
 1. Update on Gazebo Lighting Installation
 - B. Stonybrook HOA
 - C. Golf Course Villas Update
8. **Supervisor Requests/Audience Comments**
9. **Adjournment**

The next meeting is scheduled for Tuesday, April 7, 2026, at 5:00 p.m.

District Office:

313 Campus Street
Celebration FL 34747
407-566-1935

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

Meeting Location:

Stonybrook 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, December 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:

Wesley Elias	Senior District Manager, Inframark
Alize Aninipot	District Manager, Inframark
Rick Schappacher	District Engineer, Schappacher Engineering
Andy Cohen	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Terri Lusk	District Accountant, Inframark

Audience Members

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

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

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

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

THIRD ORDER OF BUSINESS **Audience Comments**

A resident presented photographs to the Board and expressed concerns regarding CDD South-owned ponds that were treated in June 2024. The resident also requested clarification regarding prior discussions involving CDD South and the potential sale of portions of Central Park and possibly the roadway. The Board clarified that CDD South declined to engage in discussions with the County concerning development or the sale of the baseball field and formally rejected the proposal.

FOURTH ORDER OF BUSINESS **Business Administration**

A. Consideration of Minutes from Workshop Meeting on May 20, 2025

Mr. Cohen requested clarification regarding why the requested changes were not incorporated into the minutes. Ms. Aninipot informed the Board that the February 4, 2025 meeting was a joint meeting between the HOA and the CDD, during which Mark Albrecht, Christina Brantley, Christopher Cogarty, Grace Russolillo, Darryl Levine,

49 and Jennifer Jordan were physically present. Ms. Aninipot further clarified that the
50 May 20, 2025 meeting was solely a budget workshop and that no members of the
51 HOA were present.
52

On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the minutes from the Workshop Meeting from May 20, 2025, were approved.

53
54 **B. Consideration of Minutes from Regular Meeting on November 4, 2025**
55

On MOTION by Mr. Kruckeberg, seconded by Ms. Davis, with all in favor, the minutes from the Regular Meeting from November 4, 2025, were approved.

56
57 **C. Review of the October 2025 Check Registers**

58 Ms. Aninipot clarified to the Board that the budget includes four line items for
59 insurance, and that all items correspond to the insurance policy and are within the
60 approved budget.
61

On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the October 2025 Check Register was approved.

62
63 **FIFTH ORDER OF BUSINESS** **Staff Reports**

64 **A. District Accountant**

65 Ms. Lusk informed the Board that she expects to provide the preliminary materials
66 to the auditor by the end of December. Mr. Kruckeberg inquired whether the cloud
67 access listed on the check register was for a one-year term. Ms. Lusk confirmed
68 that it was.

69
70 **B. District Counsel**

71 Mr. Cohen informed the Board that both Maintenance Agreements have been
72 executed and introduced his colleague, **Karla Armstrong**, to the Board.

73
74 **C. District Engineer**

75 Mr. Schappacher presented his report to the Board and informed the Board that the
76 3 grate inlets arrived.

77
78 **1. Consideration of the Pavement Seal Bid Package Proposal**

79 Discussion ensued. Ms. Aninipot informed the Board that \$27,100 is
80 allocated in the Roadway Repair line item for these proposals.
81

On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the Board approved the pavement seal and striping on Stone Harbour Loop outside of the gatehouse by Parking Lot Services Proposal for \$14,192.

82
83 **D. District Manager**

84 Ms. Aninipot informed the Board that the Audit Committee contract is nearing
85 expiration. She stated that the current contract amount is \$3,575 per year, and that
86 proposals for the selection of an auditor will be presented at the next meeting.

On MOTION by Mr. Frankel, seconded by Ms. Davis, with all in favor, the Audit committee has been established by the Board.

87
88 Ms. Aninipot advised the Board that the next meeting scheduled will be held on
89 February 3, 2026, and there will be no meeting in January.

90
91 **SIXTH ORDER OF BUSINESS** **Business Items**

92 **A. Ratification of Signage from Aramco Inc Proposal**

93 The original quote was \$1,806.59, which included 13 bike lane signs and sales tax.
94 After the removal of sales tax, the revised quote for 13 bike lane signs was
95 \$1,069.00, and this amount was approved by the Chair.
96
97

On MOTION by Mr. Frankel, seconded by Ms. Davis, with all in favor, the Board ratified the Proposal for the Signage from Aramco Inc.

98
99 **SEVENTH ORDER OF BUSINESS** **HOA Updates**

100 **A. Heritage Harbour Master HOA**

101 Ms. Friday informed the Board that demolition of the gazebos is scheduled to begin
102 next week and that the master portion of the grates has been paid.
103

104 **B. Stoneybrook HOA**

105 There were no updates for the Board.
106

107 **C. Golf Course Update**

108 There were no updates for the Board.
109

110 **EIGHTH ORDER OF BUSINESS** **Supervisor Requests**

111 Mr. Frankel informed the Board and the community regarding the ongoing irrigation issue.
112 Mr. Frankel requested that engineers and vendors attend future meetings.
113 The Board requested that District Engineer contact the marketplace to obtain irrigation
114 plans.
115

116 **NINTH ORDER OF BUSINESS** **Adjournment**

118 On MOTION by Mr. Bacon, seconded by Ms. Davis, with all in favor, the meeting was
119 adjourned at 5:43 p.m.

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, February 3, 2026, and called to order at 5:05 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
Kevin Kruckeberg	Board Supervisor, Asst. Secretary

Also present were:

Alize Aninipot	District Manager, Inframark
Rick Schappacher	District Engineer, Schappacher Engineering
Andy Cohen	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Audience Members

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

Ms. Aninipot called the meeting to order at 5:05 p.m.

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

On MOTION by Mr. Neville, seconded by Mr. Frankel, with all in favor, the February 3, 2026, Revised Final Agenda was adopted.

THIRD ORDER OF BUSINESS **Audience Comments**

A resident presented photographs to the Board and expressed concerns regarding the Community Development District. The resident also requested that Board members speak louder into the microphones during meetings.

Another resident requested a follow-up regarding photographs of the ponds, which he stated were in poor condition and had been provided at the previous meeting.

The Board reports outlining recommended actions were distributed to the Master District and Ms. Aninipot. Mr. Frankel requested that the pond reports also be distributed to the Board of Supervisors.

FOURTH ORDER OF BUSINESS **Business Administration**

A. Consideration of Minutes from Regular Meeting on December 2, 2025

Mr. Cohen requested that Line 72 be corrected to reflect the name Karla Armstrong instead of Carla Armstrong. Mr. Frankel requested a correction to Line 81, which was adjusted prior to the meeting.

On MOTION by Mr. Kruckeberg, seconded by Mr. Bacon, with all in favor, the minutes from the Regular Meeting from December 2, 2025, were approved, as amended.

B. Review of the November and December 2025 Check Registers

On MOTION by Mr. Frankel, seconded by Mr. Neville, with all in favor, the November and December 2025 Check Register was approved.

FIFTH ORDER OF BUSINESS Staff Reports

A. District Accountant

Ms. Aninipot informed the Board that the District Accountant will only be on the call moving forward, as requested by the Chairman.

B. District Counsel

Mr. Cohen provided an update to the Board regarding the current status of the land swap agreement and stated that he would continue to work with the Chair on the matter. Mr. Frankel presented a request for an appraisal to the Board of Supervisors for discussion. Discussion ensued.

C. District Engineer

Mr. Schappacher distributed roadway assessments and maps reflecting the projected lifespan expectancy of the roads and sidewalks. Discussion ensued regarding financial options for funding roadway improvements.

Ms. Aninipot informed the Board that the total amount budgeted for reserves is \$118,433. Discussion ensued regarding sidewalk repairs. Ms. Aninipot further advised that \$31,000 is budgeted for sidewalk and roadway repairs, of which approximately \$18,000 has been expended. She stated that the remaining costs would need to be funded from the Miscellaneous Contingency budget, which has \$51,265 budgeted, with approximately \$3,400 expended to date.

On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the Board agreed to a not-to-exceed amount of \$25,000 on sidewalk repairs with proposals from 3 vendors and a contract to be prepared by District Counsel.

Discussion ensued regarding seal coating. Mr. Schappacher advised that the work has been completed; however, he noted that yellow reflectors were installed in error. He stated that he contacted the vendor to advise that the reflectors should be white on one side and red on the other. Mr. Schappacher informed the Board that the District is awaiting confirmation from the vendor regarding a date to replace the reflectors and that no payment has been issued, pending installation of the correct reflectors.

D. District Manager

85 Ms. Aninipot informed the Board that the next meeting scheduled will be held on
86 March 3rd, 2026, at 5:00 pm. Mr. Neville mentioned he would not be present; the
87 rest of the Board reported no conflicts.
88

89 **1. Update on Adding the Gazebos to the Insurance Policy**

90 Ms. Aninipot informed the Board that the gazebos have been added to the District's
91 insurance policy at a valuation of \$18,000 each. She advised that this endorsement
92 did not result in any change to the insurance premium. Ms. Aninipot further stated
93 that once the lighting is installed, it will also be added to the policy.
94

95 Ms. Aninipot presented an overview of assessments received year-to-date in
96 comparison to December 2024. She reported that as of December 31, 2025,
97 assessments received totaled 83.4%, and 24.87% of the budget had been
98 expended. DM noted that the anticipated budget expenditure by the end of
99 December is approximately 25%.

100
101 For comparison, Ms. Aninipot reported that as of December 31, 2024,
102 assessments received totaled 30.9%, and 35.62% of the budget had been
103 expended. DM reminded the Board that the higher expenditure percentage in 2024
104 was due to hurricane-related damage and signage cleanup costs.
105

106 **SIXTH ORDER OF BUSINESS** **Business Items**

107 **A. Consideration of Resolution 2026-01, Designating Officers**

108 The resolution reflected a change for the treasurer from Leah Popelka to Stephen
109 Bloom, Vice President of Finance with Inframark.
110

On MOTION by Mr. Frankel, seconded by Mr. Neville, with all in favor, the Board adopted Resolution 2026-01, Designating Officers.

111
112 **SEVENTH ORDER OF BUSINESS** **HOA Updates**

113 **A. Heritage Harbour Master HOA**

114 Ms. Friday provided an update to the Board regarding the gazebo lighting, stating
115 that she is awaiting a response from the vendor regarding installation. She advised
116 that, if no response is received, she will inquire whether Able Electric can perform
117 the installation.

118 Ms. Friday also provided an update on the median lighting along Grand Harbour
119 and River Heritage, noting that efforts to resolve the issues have been ongoing
120 for approximately two months. She reported that Florida Power & Light (FPL) is
121 scheduled to inspect the lighting within the next few weeks to replace light bulbs
122 and certain fixtures. Additionally, the electrician has replaced two electrical
123 panels, one located at the entrance monument and another along Grand
124 Harbour.

125 Ms. Friday stated that the lighting issues persist along Grand Harbour, as well as
126 along River Heritage. She further advised that Staff have reached out to the utility
127 provider and that a meeting with a supervisor has been scheduled to address the
128 ongoing concerns.

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 01/01/26 to 01/31/26

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	100121	01/06/26	PREMIER PRESSURE CLEANING LLC	5251	PRESSURE CLEAN SIDEWALKS & CURBING	R&M-Sidewalks	546084-54101	\$18,175.44
001	100122	01/06/26	SCHAPPACHER ENGINEERING LLC	2970	ENGINEERING SRVCS THRU 11/30/25	District Engineer	531147-51501	\$1,650.00
001	100123	01/14/26	INFRAMARK LLC	166691	NOV25 POSTAGE	Miscellaneous Mailings	541030-51301	\$1.48
001	100123	01/14/26	INFRAMARK LLC	166691	BOARD MEMBER EMAIL SET-UP	Website Hosting/Email Srvc	534369-51301	\$86.94
001	100123	01/14/26	INFRAMARK LLC	167835	JAN26 MANAGEMENT SERVICES	District Manager	531150-51301	\$4,914.00
001	100124	01/14/26	PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A.	6618	LEGAL SERVICE FOR 12/25	District Counsel	531146-51401	\$1,705.00
001	100125	01/29/26	SCHAPPACHER ENGINEERING LLC	2986	ENGINEERING SERVICES THRU 12/31/25	District Engineer	531147-51501	\$2,722.50
							Fund Total	\$29,255.36

DEBT SERVICE FUND SERIES 2013 - 200

200	15149	01/28/26	HERITAGE HARBOUR SOUTH c/o WELLS FARGO	DSXFR 012126	Xfr FY2026 Special Assessments Received	Due From Other Funds	131000	\$435,627.33
							Fund Total	\$435,627.33

DEBT SERVICE FUND SERIES 2015 - 201

201	15148	01/28/26	HERITAGE HARBOUR SOUTH C/O U.S BANK	DSXFR 012126	Xfr FY 2026 Special Assessments Received	Due From Other Funds	131000	\$74,153.23
							Fund Total	\$74,153.23

Total Checks Paid	\$539,035.92
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Premier Pressure Cleaning LLC

P.O Box 61105

Ft. Myers, FL 33906

(239) 410-2923

Invoice

Date	Invoice #
12/11/2025	5251

Bill To
Heritage Harbour South CDD c/o Inframark, Inc. 313 Campus Street Celebration, FL 34747

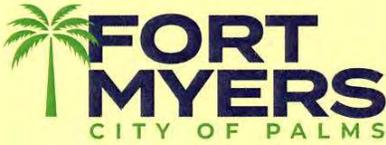
P.O. No.	Terms
	Due on Completion

Quantity	Description	Rate	Amount
	3 Year Contract:		
	2025 \$18,175.44		
	2026 \$18,538.95		
	2027 \$18,909.73		
	Lighthouse Cove & Stoneybrook		
	Pressure Clean Curbing - 114,048 LF	14,370.05	14,370.05
	Pressure Clean Sidewalk - 13,205 LF of 5' wide	4,159.58	4,159.58
	Pressure Clean Sidewalk - 2,575 LF of 8' wide	1,297.80	1,297.80
	Water & Hydrant Meter Fee	367.50	367.50
	10% Discount for 3 Year Contract	-2,019.49	-2,019.49

Thank you for your business.

Total

\$18,175.44



City of Fort Myers

Community Development Department
1825 Hendry Street, #101
Fort Myers, Florida 33901
Email: businessstax@fortmyers.gov

SERVICES

EFFECTIVE 09/04/2025 - EXPIRING 09/30/2026

PREMIER PRESSURE CLEANING LLC
PO BOX 07222
FORT MYERS, FL 33919

Business Tax #: BUS2018-00602

The City of Fort Myers wishes you success with your business. The Business Tax Receipt below is valid from 09/04/2025 until 09/30/2026..

If you need to change the business name, mailing address, contact data, location and/or closing the business, please contact our office:

Description: Pressure cleaning



CITY OF FORT MYERS FLORIDA Business Tax Receipt

4210 FOWLER ST - Unit #6
PREMIER PRESSURE CLEANING LLC
Business Tax#: BUS2018-00602

(397) b. Service Establishments: General
ALCOHOL SALES PERMITTED: No *HOMEBASED: No*

Owner: PREMIER PRESSURE CLEANING LLC, PO BOX 07222 FORT MYERS, FL, 33919

POST THIS RECEIPT IN A CONSPICUOUS PLACE AT YOUR BUSINESS LOCATION

**Any violation of applicable chapter of the City Code of Ordinances may cancel this receipt*

Schappacher Engineering LLC

Invoice

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

Date	Invoice #
12/10/2025	2970

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

Serviced	Description	Terms		Project	
		Quantity	Rate	Amount	
			Due on receipt	HH South CDD Engineering...	
11/3/2025	Respond to CDD board member Kevin on grate inlet deficiencies and repairs, coordinate with golf course. Send out bid reminders on seal coating. Coordinate with CDD manager regarding different signage.	1.25	165.00	206.25	
11/4/2025	Coordinate with CDD manager and sign vendor for sign replacements. Reach out to vendors for seal coating proposals and respond to bidder questions. Review bid and prepare bid tabulation form. Prep work for CDD meeting, review agenda items and print pertinent documents. Site review and attend CDD meeting.	5	165.00	825.00	
11/5/2025	Coordinate with vendors for seal coating on Stone Harbour Loop, send packages to bidders. Respond to bidder questions. Prepare justification of costs.	1.75	165.00	288.75	
11/6/2025	Respond to questions from bidders regarding seal coating Stone Harbour Loop and reach out to Mark Bruce for coordination of parking lot access.	0.5	165.00	82.50	
11/11/2025	Review seal coating bid, update bid tabulation form. Review invoice for grate replacement, send to Inframark for processing.	0.75	165.00	123.75	
11/12/2025	Research SWFWMD Water Use Permits for community. Download documents and prepare respond to CDD chairperson, with attachments.	0.75	165.00	123.75	
Please make checks payable to Schappacher Engineering Thank you for your business!			Total	\$1,650.00	

Heritage Harbour Billing Summary

Schappacher Engineering, LLC

Date	General District Svcs, CDD Mtgs	Community Signage & Striping	Radar Signs	Sidewalk & Roadway Review & Repairs	Irrigation System	Storm Water System Inspection & Repairs	Lighthouse Cove Issues	Ownership and Map Updates	Golf Course Assistance
11/3/2025		82.50		41.25		82.50			
11/4/2025	577.50	82.50		82.50		82.50			
11/5/2025				288.75					
11/6/2025				82.50					
11/11/2025				82.50		41.25			
11/12/2025					123.75				
Monthly Total	\$577.50	\$165.00	\$0.00	\$577.50	\$123.75	\$206.25	\$0.00	\$0.00	\$0.00
Annual Total	\$1,278.75	\$660.00	\$123.75	\$1,155.00	\$206.25	\$866.25	\$41.25	\$44.94	\$0.00



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

166691

DATE

12/22/2025

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**

12/22/2025

Services provided for the Month of: November 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	2	Ea	0.74		1.48
Jasmine Nunez-11-17-25 MICROSOFT-G124624874 : Microsoft 365 Licenses for Board Member Emails: \$43.47, 10-16-25 MICROSOFT-G124624874 : Microsoft 365 Licenses for Board Member Emails: \$43.47.	1	Ea	86.94		86.94
Subtotal					88.42

Subtotal	\$88.42
Tax	\$0.00
Total Due	\$88.42

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.



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

167835

DATE

1/2/2026

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**

1/2/2026

Services provided for the Month of: January 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Administrative Fees	1	Ea	4,914.00		4,914.00
Subtotal					4,914.00

Subtotal	\$4,914.00
Tax	\$0.00
Total Due	\$4,914.00

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.

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.

INVOICE

Invoice # 6618
 Date: 01/05/2026
 Due On: 02/05/2026

Heritage Harbour South Community Development District
 inframarkcms@payableslockbox.com

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$1,705.00)- (\$0.00	\$1,705.00

HHSOUTH

Heritage Harbour South Community Development District

Type	Timekeeper	Date	Notes	Quantity	Rate	Total
Service	AHC	12/01/2025	Continued review of agenda package and prepare for 12/2 CDD meeting.	0.75	\$310.00	\$232.50
Service	AHC	12/02/2025	Review revised agenda package. Final preparation for CDD meeting and attend meeting.	2.00	\$310.00	\$620.00
Service	KA	12/02/2025	Prepare for and attend CDD meeting. NO CHARGE.	1.60	\$0.00	\$0.00
Service	AHC	12/03/2025	Follow-up on action items from 12/2 CDD meeting.	0.25	\$310.00	\$77.50
Service	AHC	12/04/2025	E-mail District Manager re: final items for Master HOA Maintenance Agreements. Review pavement sealing contract prepared by Engineer and provide comments.	0.50	\$310.00	\$155.00
Service	AHC	12/09/2025	Exchange e-mails with Master HOA counsel re: Villas land swap issues.	0.25	\$310.00	\$77.50
Service	AHC	12/11/2025	Forward Complaint re: Gran Paradiso litigation and review settlement provisions as relates to Aquaterra.	0.25	\$310.00	\$77.50
Service	AHC	12/12/2025	Tele-conv. with Chair re: pending items. Review irrigation issues.	0.50	\$310.00	\$155.00
Service	AHC	12/15/2025	Tele-conv. with Mary Hawk re: Villas	0.25	\$310.00	\$77.50

land swap documents.						
Service	AHC	12/22/2025	Review final executed Master HOA/ CDD maintenance agreements and forward to Master HOA counsel. Tele-conv. with Chair re: irrigation issues.	0.25	\$310.00	\$77.50
Service	AHC	12/23/2025	Review Aquaterra matters and confer with Chairman.	0.25	\$310.00	\$77.50
Service	AHC	12/30/2025	Tele-conv. with attorney Ryan Featherstone re: Villas development. Follow-up call with Chairman.	0.25	\$310.00	\$77.50
Subtotal						\$1,705.00
Total						\$1,705.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6618	02/05/2026	\$1,705.00	\$0.00	\$1,705.00
Outstanding Balance				\$1,705.00
Total Amount Outstanding				\$1,705.00

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 #
1/6/2026	2986

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

Serviced	Description	Terms		Project	
		Quantity	Rate	Amount	
			Due on receipt	HH South CDD Engineering...	
12/2/2025	Prep work for CDD meeting, review agenda and print pertinent documents. Coordinate with Marketplace for updates and attend CDD meeting.	4.25	165.00	701.25	
12/3/2025	Research files for irrigation maps and send to CDD chairperson. Coordinate with Marketplace, coordinate with CDD manager for seal coating award to contractor. Prepare seal coating contract agreement.	1.75	165.00	288.75	
12/4/2025	Prepare contract agreement for seal coating, send to CDD attorney for review then update agreement with attorney comments.	0.75	165.00	123.75	
12/5/2025	Send contract agreement for seal coating to vendor for signature and coordinate with team to schedule pre-construction meeting.	1	165.00	165.00	
12/9/2025	Coordinate with vendor for sidewalk repairs.	0.25	165.00	41.25	
12/10/2025	Prepare justification of costs for Inframark. Forward seal coating contract to CDD chairperson for signature.	0.5	165.00	82.50	
12/11/2025	Prepare fully executed contract agreement for seal coating and send to all parties.	0.25	165.00	41.25	
12/12/2025	Review documents from vendor for upcoming seal coating project and forward to team. Review deposit invoice and forward to Inframark for processing. Coordinate with contractor to revise insurance certificate with added insured language, forward revised document to all parties.	1	165.00	165.00	
12/15/2025	Review e-mail, review plans and plats to determine if benches around Beacon Lake are on CDD or Marketplace property.	0.25	165.00	41.25	
12/16/2025	Follow up on drainage repair invoice. Prep work for seal coating pre-construction meeting. Prepare agenda package and print documents for meeting, attend pre-construction meeting for seal coating and prepare meeting minutes. Coordinate with vendor for storm system repairs.	4.5	165.00	742.50	
12/17/2025	Coordinate with CDD chairperson on electrical issues throughout community and to Marketplace.	0.25	165.00	41.25	
12/18/2025	Coordinate with Marketplace representative for electrical issues and follow up with CDD chairperson. Coordinate with CDD manager for pressure washing, forward maps.	1	165.00	165.00	
Please make checks payable to Schappacher Engineering Thank you for your business!			Total		

Schappacher Engineering LLC

Invoice

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

Date	Invoice #
1/6/2026	2986

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
12/22/2025	Review SWFWMD website regarding Water Use Permit for Heritage Harbour and forward to CDD manager. Coordinate with CDD manager for pressure washing sidewalks and curbs, check meeting minutes for board approval.	0.75	165.00	123.75
Please make checks payable to Schappacher Engineering Thank you for your business!			Total	\$2,722.50

CHECK REQUEST FORM

District Name: Heritage Harbour South

Date: January 21, 2026

Invoice Number: DSXfr 012126

Please issue a check to:

Vendor Name: Heritage Harbour South c/o **WellsFargo**

Vendor No.: V00031

Check amount: \$435,627.33

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

Please code to: 200-131000-1000

Series 2013

Check Description/Reason: Xfr FY 2026 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: 1/21/2026

HERITAGE HARBOUR SOUTH

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

January 21, 2026

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

SERIES 2013

Re: FY 2026 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 \$ 435,627.33

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

CHECK REQUEST FORM

District Name: Heritage Harbour South

Date: January 21, 2026

Invoice Number: DSXfr 012126

Please issue a check to:

Vendor Name: Heritage Harbour South c/o **US Bank**

Vendor No.: V00032

Check amount: \$74,153.23

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

Please code to: 201-131000-1000

Series 2015

Check Description/Reason: Xfr FY 2026 Special Assessments received

Mailing instructions: Please FedEx with letter to Trustee at US Bank

Due Date for Check: include in next AP batch

Requestor: Terri Lusk

Manager's Approval: *Lucus Mc Donald*

Date: 1/21/2026

HERITAGE HARBOUR SOUTH

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

January 21, 2026

U.S. Bank National Association
C/O Heritage Harbour South CDD - Series 2015 Revenue Refunding Bond
Attention: Deposits / Lee Daugherty
LOCKBOX SERV 12-2657 EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108

Re: FY 2026 Special Assessment Collections

Dear Lee:

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

Series 2015 \$ 74,153.23

Please deposit these funds into the Series 2015 Revenue account.

Account # 222068004

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 AND AGREEMENT TO
MASTER ASSOCIATION GOVERNANCE**

This Adjacent Lots Land Swap Agreement and Agreement to Master Association Governance (the “Agreement”), effective _____, 2026, is made by and between **HH Club Holdings, LLC, a Florida limited liability company** (hereafter referred to as the “Developer”); **Heritage Harbour South Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance**, (hereafter referred to as the “District”); and Heritage Harbour Master Association, Inc., a Florida Not-for-Profit corporation, (hereafter referred to as the “Master Association”); and the parties do hereby agree as follows:

- A. The Developer 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 District 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 Master Association is a private not-for-profit corporation serving as a homeowners association governing certain property owners in the community of Heritage Harbour in Bradenton, Florida (“the Heritage Harbour Community”), with a purpose of managing certain common property and amenities in the Heritage Harbour Community including but not limited to the stormwater pond outlined in the Exhibits to this Agreement.

- D. The Developer is developing Parcel A into a seventy-four (74) unit residential land condominium (the “Condominium Project”), 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.

- E. The Condominium Project will be constructed on land within Heritage Harbour.
- F. The Developer and the District desire to eliminate the encroachments into Parcel B which would result from the development of the land condominium as contemplated 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 receipt 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 the Developer to the District, and the parcel of real property more particularly described on **Exhibit "D"** attached hereto and incorporated herein ("Parcel D") shall be conveyed by the District to the Developer, 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. Notwithstanding, the Developer has agreed to pay the District's attorney fees and costs incurred as part of this subject transaction.
2. The parties agree that the Condominium Project shall be located in the Heritage Harbour Community and shall be subject to and governed by the Master Declaration of Covenants, Conditions & Restrictions for Heritage Harbour recorded at Official Records Book 1753 Page 6520 *et seq* of the Public Records of Manatee County, Florida (the "Declaration"); the Articles of Incorporation of Heritage Harbour Master Association, Inc., filed with the Florida Department of State and recorded as Exhibit B to the Declaration; the Bylaws of Heritage Harbour Master Association, Inc. recorded as Exhibit C to the Declaration; and all policies, rules, and regulations of Heritage Harbour Master Association, Inc., all as amended from time to time (hereinafter collectively the "Governing Documents").
3. The Developer agrees that the Condominium Project shall include formation of a condominium association ("Condominium Association") governing the Condominium Project, and that the Condominium Project and the Condominium Association shall be subject to and governed by the Governing Documents.
4. As such, the Developer agrees that the Condominium Project and Condominium Association shall comply with all architectural standards and provisions of the Heritage Harbour Master Association and its Governing Documents, including *but*

not limited to Article 5 of the Declaration (Use Restrictions), Article 6 of the Declaration (Architectural and Aesthetic Control) and Article 9 of the Declaration (Proviso as to Builders).

5. The Developer agrees to submit to the Master Association upon execution of this Agreement, artist's renderings or sketches of the planned external appearance of the Condominium Project, including the appearance and location of all signage, landscaping, and fences.
6. The land swap will result in the District owning additional lake property that is subject to that certain Maintenance Agreement Between the District and the Master Association, Inc. (the "Maintenance Agreement"), as amended, or any future such maintenance agreement, whereby the additional lake property may become the maintenance responsibility of the Master Association. In consideration therefor, the parties all agree that:
 - a. The Master Association shall assume, pursuant to the Maintenance Agreement, the responsibility for water treatment for the additional lake property; and
 - b. The Developer and, when formed and operative, the Condominium Association, shall assume the responsibility for maintenance of the additional lake property (excluding water treatment), including but not limited to maintenance of the additional lake property's banks, including but not limited to littoral plantings and routine mowing of the additional lake property's lake banks. Should the Developer or the Condominium Association fail to adequately maintain the additional lake property as stated herein, the Master Association and/or the District shall have the right to give the Developer and/or the Condominium Association by email, a ten (10) day notice to cure. If not timely cured, the District and/or the Master Association may perform the needed maintenance, and the Developer and/or the Condominium Association jointly and severally agree to pay the Master Association if the Maintenance Agreement is in effect or the District if the Maintenance Agreement is no longer operative, for all such maintenance costs plus a 10% surcharge fee, upon submittal of an invoice for same.
7. 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.
8. 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 any of the properties referenced herein or any legally subdivided portions thereof, provided such documents do not impose any financial obligations on the parties or their respective parcels.
9. 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 and responsibilities therein.

10. 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.

11. This Agreement shall be construed and enforced under the laws of the State of Florida. Venue for any dispute shall be Manatee County, Florida.

12. 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.

13. This Agreement may not be amended or terminated without the prior written mutual consent of all parties in recordable form. This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

14. If any court or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all other court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

15. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. Each party warrants that the execution of this Agreement has been duly authorized by the appropriate body or official of each party.

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 _____, 2026, 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**

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 _____, 2026, by _____, as _____ of Heritage Harbour South Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance, who is personally known to me or, who has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

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 _____, 2026, 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 3

DESCRIPTION:

A part of Tract 402, STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, as per plat therein, 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 (200' 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 therein, 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 N89°46'17"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 105.00 feet, thence N01°28'37"E, leaving said centerline of Heritage Green Way, a distance of 68.90 feet to the POINT OF BEGINNING, same being a point on a curve to the right, having a radius of 2780 feet, a central angle of 03°22'33", a chord bearing of N45°47'24"W, and a chord length of 36.58 feet; thence along the arc of said curve, an arc length of 63.48 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 N08°56'58"W, and a chord length of 192.15 feet; thence along the arc of said curve, an arc length of 192.15 feet, to a point on a curve to the right, having a radius of 10780 feet, a central angle of 00°56'31", a chord bearing of N04°14'45"W, and a chord length of 78.62 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 N08°01'41"W, and a chord length of 36.48 feet; thence along the arc of said curve, an arc length of 86.82 feet, to a point on a curve to the right, having a radius of 798.00 feet, a central angle of 08°17'25", a chord bearing of N13°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°43'03", a chord bearing of S11°10'06"W, and a chord length of 30.58 feet; thence along the arc of said curve, an arc length of 30.58 feet, to a point on a curve to the right, having a radius of 37.00 feet, a central angle of 14°24'15", a chord bearing of N05°15'28"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°42'08", a chord bearing of S12°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 S12°07'20"E, and a chord length of 91.85 feet; (2) thence along the arc of said curve, an arc length of 91.80 feet, to a point on a curve to the right, having a radius of 335.00 feet, a central angle of 15°42'55", a chord bearing of S08°31'00"E, and a chord length of 42.08 feet; (3) thence along the arc of said curve, an arc length of 42.07 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 S10°36'34"E, and a chord length of 74.49 feet; (4) thence along the arc of said curve, an arc length of 74.49 feet, to a point on a curve to the left, having a radius of 100.00 feet, a central angle of 09°09'58", a chord bearing of S54°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 S89°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 11°37'13", a chord bearing of N12°12'28"E, and a chord length of 30.80 feet; (7) thence along the arc of said curve, an arc length of 60.71 feet; (8) thence N35°25'27"W, a distance of 8.59 feet; thence S52°25'19"E, leaving said boundary line of Tract 511, a distance of 42.56 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 S81°07'24"E, and a chord length of 11.36 feet; thence along the arc of said curve, an arc length of 28.00 feet; thence S69°49'30"E, a distance of 138.34 feet, to a point on a curve to the left, having a radius of 92.20 feet, a central angle of 18°46'46", a chord bearing of S78°43'53"E, and a chord length of 31.72 feet; thence along the arc of said curve, an arc length of 31.80 feet; thence S88°38'16"E, a distance of 12.10 feet, to a point on a curve to the right, having a radius of 2780 feet, a central angle of 12°27'13", a chord bearing of S55°24'38"E, and a chord length of 49.64 feet; thence along the arc of said curve, an arc length of 49.64 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 S31°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 2780 feet, a central angle of 29°30'50", a chord bearing of S66°12'24"W, and a chord length of 33.56 feet; thence along the arc of said curve, an arc length of 33.58 feet, to a point on a curve to the left, having a radius of 1758.76 feet, a central angle of 14°36'41", a chord bearing of N81°05'31"W, and a chord length of 445.59 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 26, Township 34 South, Range 18 East, Manatee County, Florida.
Parcel contains 64,942 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 assist the description shown herein.
2. Description shown herein 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 coordinates shown herein are State Plane N, the Florida West Zone North American Datum 83/2011 Adjustment with the South line of Section 25 as having a bearing of N 83°13'45"W.



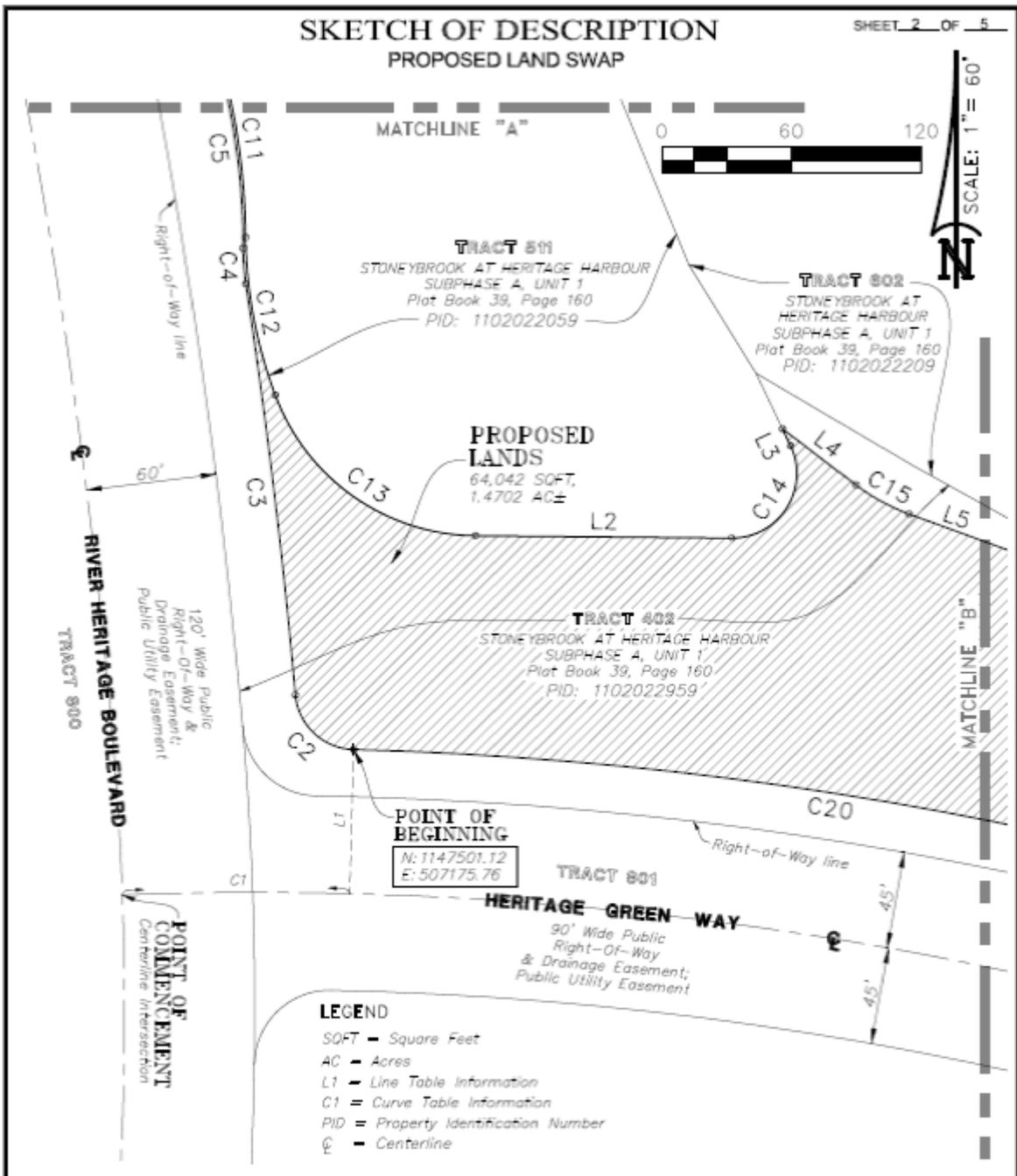
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by Collin B
Naaman
Date: 2025.03.08
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COLLIN B. NAAMAN, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 7527
NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED SURVEYOR'S SEAL
OR IMAGED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

<p align="center">PREPARED FOR: DUNLAP & MORAN P.A.</p>		<p align="center">BRITT SURVEYING LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION NO. L.S. 8501 880 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34286 Telephone: (941) 493-1396 Email: info@brittsurveying.com</p>
<p>DATE: <u>MARCH 3, 2025</u></p> <p>JOB NUMBER: <u>25-02-30</u></p>		

**SKETCH OF DESCRIPTION
PROPOSED LAND SWAP**

SHEET 2 OF 5



PREPARED FOR:
DUNLAP & MORAN P.A.

DATE: MARCH 3, 2025

JOB NUMBER: 25-02-30

BRITT SURVEYING

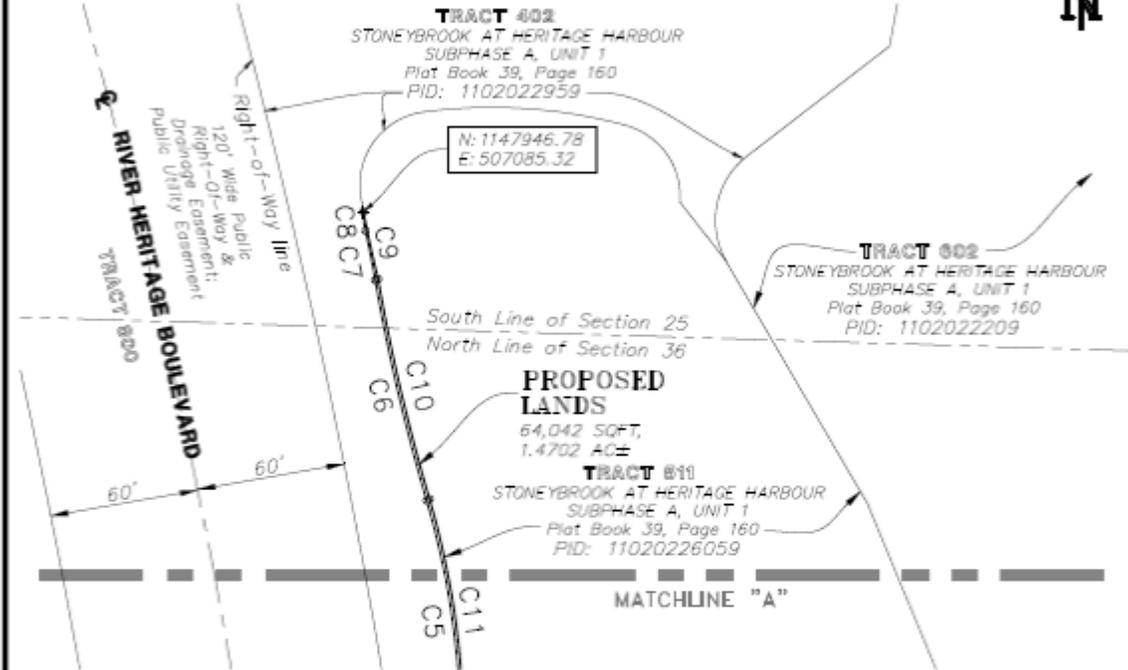
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 8801
680 US 41 Bypass N, Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bl@brittsurveying.com

**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
- ⊕ = Centerline



PREPARED FOR:
DUNLAP & MORAN P.A.

DATE: MARCH 3, 2025

JOB NUMBER: 25-02-30



BRITT SURVEYING

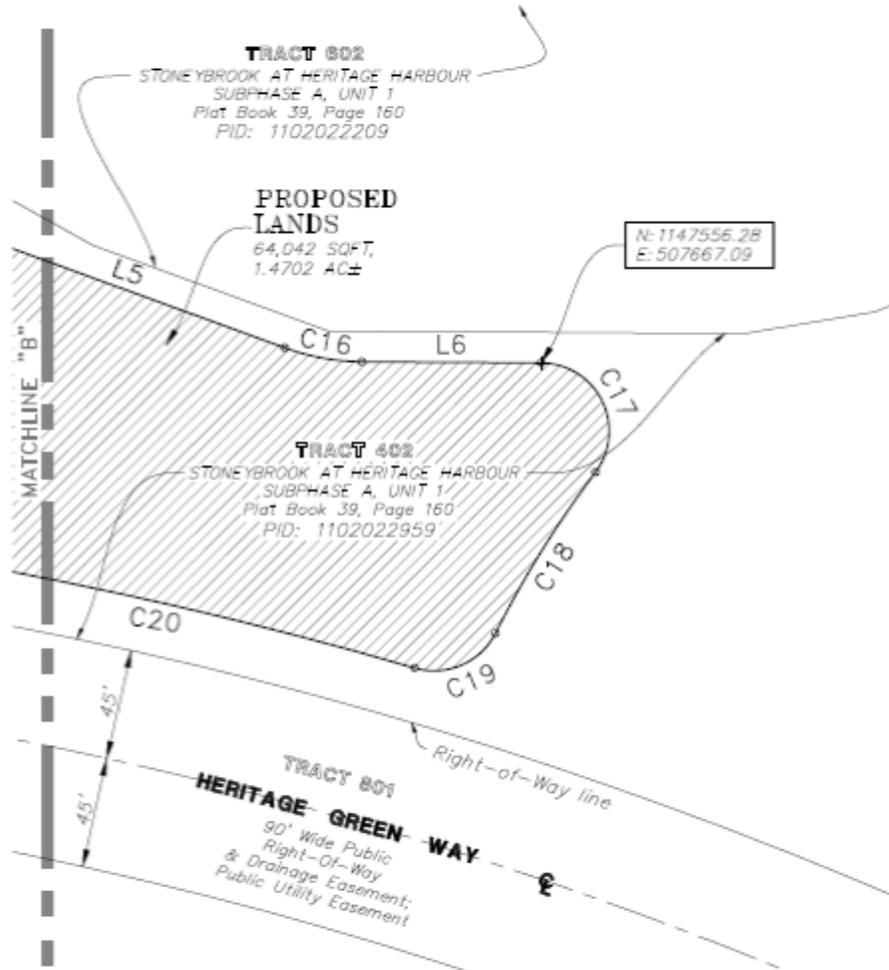
LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.S. 8801
 680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
 Telephone: (941) 493-1396
 Email: bsl@brittsurveying.com

**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
- ⊕ = Centerline



PREPARED FOR:
DUNLAP & MORAN P.A.

DATE: MARCH 3, 2025

JOB NUMBER: 25-02-30



BRITT SURVEYING

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**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'	192.16'
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
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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 (30' 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 343.00 feet, a central angle of 30°54'58", a chord bearing of S.48°12'30"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 345.00 feet, a central angle of 01°12'11", 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 11.83 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 33.05 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 14.08 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 76.00 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 25.13 feet; (4) thence along the arc of said curve, an arc length of 24.85 feet to a point on a curve to the left having a radius of 185.00 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.58°37'37"E, a distance of 39.03 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°28'32"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°25'39"E, a distance of 28.32 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°43'46"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 11.70 feet; thence S.61°00'34"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°13'48"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
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PREPARED FOR:
HERITAGE HARBOUR CLUB HOLDINGS

DATE: SEPTEMBER 15, 2025

JOB NUMBER: 25-06-31



BRITT SURVEYING

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB. 8601
680 US 41 Bypass N, Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 483-1395
Email: bob@brittsurveying.com

SKETCH OF DESCRIPTION PROPOSED LAND SWAP

SHEET 2 OF 2

SCALE: 1" = 30'

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

N: 1147452.48
E: 508038.48

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	BEARING	DISTANCE
L1	N 22°43'20" E	18.08		
L2	N 68°37'57" E	29.07		
L3	S 87°25'39" E	28.02		
L4	S 41°50'54" W	126.70		
L5	S 42°45'06" W	77.74		
L6	S 28°25'31" W	10.84		

CURVE TABLE

CURVE	RADIUS	CHORD	BEARING	CHORD BEARING	CHORD LENGTH	ARC LENGTH	ARC BEARING
C1	545.00	5094.58	N 48°15'30" W	290.52	294.07		
C2	1035.00	116.17	N 84°00'36" W	11.93	11.93		
C3	50.00	28°07'58"	N 30°47'18" E	14.58	14.73		
C4	200.00	20°37'48"	N 40°32'24" E	31.62	32.01		
C5	40.00	8°49'51"	N 33°56'10" E	19.13	19.31		
C6	165.00	8°01'30"	N 73°09'04" E	25.98	25.99		
C7	30.00	2°35'50"	N 80°35'52" E	12.44	12.53		
C8	65.00	14°58'25"	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 801
HERITAGE GREEN WAY
90' Wide Public Right of Way
& Drainage Easement, Public
Utility Easement

PREPARED FOR:
HERITAGE HARBOUR CLUB HOLDINGS

DATE: SEPTEMBER 15, 2025

JOB NUMBER: 25-08-31



BRITT SURVEYING

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

Yem, Crystal

From: Andrew Cohen <acohen@flgovlaw.com>
Sent: Wednesday, February 18, 2026 3:47 PM
To: Aninipot, Alize
Cc: Cole, Kristee; Philip Frankel; Friday, Jessica; trenyergreenvalleysrq@gmail.com
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Thank you. We will proceed accordingly.

Andy

Andrew H. Cohen

Andrew H. Cohen, Esq.
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Ph: (941) 306-4730 | Fax: (941) 306-4832

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From: Aninipot, Alize <aaninipot@inframark.com>
Sent: Wednesday, February 18, 2026 3:42 PM
To: Andrew Cohen <acohen@flgovlaw.com>
Cc: Cole, Kristee <kristee.cole@inframark.com>; Philip Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <jessica.friday@inframark.com>; trenyergreenvalleysrq@gmail.com
Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hi Andy,

I am currently on the phone with Phil, and he is requesting that you please draft a letter to Mark Bruce. The letter should state that the District requires confirmed dates and times for when the irrigation repairs will be completed. It should also note that financial responsibility from JJB South LLC (underground utilities Contractor) must include any damages resulting from the irrigation issues, as well as the full costs associated with the necessary repairs.

Thank you,

Alize Aninipot | District Manager



Email: aaninipot@inframark.com

Phone: 656-207-2410

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From: Timothy Renyer <trenyergreenvalleysrq@gmail.com>

Sent: Wednesday, February 18, 2026 12:52 PM

To: Cole, Kristee <kristee.cole@inframark.com>

Cc: Aninipot, Alize <aaninipot@inframark.com>; Mark Bruce <mark@heritageharbourgolfclub.com>; Phil Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <Jessica.Friday@inframark.com>; Andrew Cohen <acohen@flgovlaw.com>

Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

You don't often get email from trenyergreenvalleysrq@gmail.com. [Learn why this is important](#)

Hello all,

I can provide an update with some history and some recent events. Last Thursday, the 12th. Anthony Sewell of 4M turned the irrigation issue over to JJB South LLC (underground utilities Contractor) after repeated failed attempts by 4M to finish repairing the issue at the crossover on River Heritage Blvd.

Prior to this turnover, there were many conversations and several meetings between myself, Mark Bruce and Anthony Sewell regarding the solution to the broken irrigation. I offered help to Anthony Sewell multiple times provided that I received a 24 hour notice for scheduling of crew or my own time to aid them in testing the breaks while pumps were down. 4M showed up at various times, only reaching out to me when they were already nearly finished working for the day and Anyhony Sewell repeatedly suggested that they had no control of their own schedule and couldn't pin down any future times to meet. 4M Should have been well aware that they had not fixed any breaks in the crossover area before sodding the entire area, both wasting money, and making necessary digging for repairs more difficult. The entire zone has been functionally destroyed and needs to be rebuilt from the valve out.

To give some credit- 4M did successfully repair the zone for the turning lane addition next to the urgent care.

Moving Forward- Shanin Stoddard of JBB South called me directly on Friday the 13th and said that they had received the irrigation issue and would take financial responsibility. He informed me that they do not have the proper infrastructure to do irrigation work and asked if Green Valley would provide a quote for the Repair. I have agreed to do the repair provided that I receive a deposit for the work. I will provide an update when I am able to schedule the work. I plan to start work immediately upon the acceptance of quote and deposit payment.

Also, I would like to make sure to continue to note the remaining irrigation issues on Heritage Green Way median. The entire irrigation system in that island remains completely cut off from irrigation water and have been since the driveway installation. There are 8 irrigation zones on that median that will not function until they are reconnected to irrigation. Anthony Sewell and Shanin Stoddard are aware of that issue. They have stated that they may be able to solve that issue when they do the crossover that has been proposed on Heritage Green Way.

Best Regards,

Tim Renyer
Green Valley Property Maintenance Inc.

On Wed, Feb 18, 2026, 11:28 AM Cole, Kristee <kristee.cole@inframark.com> wrote:

Good morning, Tim and Mark:

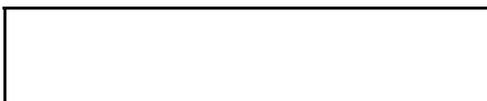
Please see the emails from below. Has this work been addressed?

I have looped Counsel back in, as this has been ongoing since October 29, 2025.

We have been trying diligently to have this addressed, but I am continually told that this is being addressed yet the problem still persists.

Thank you,

Kristee Cole | Senior District Manager



[313 Campus Street Celebration, FL 34747](#)

Email: kristee.cole@inframark.com

(M) (813) 382-7355 | www.inframark.com

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From: Aninipot, Alize <aaninipot@inframark.com>

Sent: Thursday, February 12, 2026 1:59 PM

To: Mark Bruce <mark@heritageharbourgolfclub.com>

Cc: Cole, Kristee <kristee.cole@inframark.com>; Phil Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <jessica.friday@inframark.com>

Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hi Mark,

Happy Thursday. I hope you're doing well. I wanted to follow up to see whether you received an update from Green Valley or the developer's site construction team following your meeting yesterday.

Thank you,

Alize Aninipot | District Manager



Email: aaninipot@inframark.com

Phone: 656-207-2410

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From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Wednesday, February 11, 2026 9:54 AM
To: Aninipot, Alize <aaninipot@inframark.com>; Cole, Kristee <kristee.cole@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <jessica.friday@inframark.com>
Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hello, I am inquiring with both Green Valley and the developer's site construction person today to get an update.

Mark

From: Aninipot, Alize <aaninipot@inframark.com>
Sent: Tuesday, February 10, 2026 4:25 PM
To: Mark Bruce <mark@heritageharbourgolfclub.com>; Cole, Kristee <kristee.cole@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <jessica.friday@inframark.com>
Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hi Mark,

Following up with you again, Any update from the site Contractor if this work was completed?

Thank you,

Alize Aninipot | District Manager



Email: aaninipot@inframark.com

Phone: 656-207-2410

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From: Aninipot, Alize <aaninipot@inframark.com>

Sent: Wednesday, February 4, 2026 4:40 PM

To: Mark Bruce <mark@heritageharbourgolfclub.com>; Cole, Kristee <kristee.cole@inframark.com>

Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <jessica.friday@inframark.com>

Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hi Mark,

Just wanted to follow up with you on this. Any update from the site Contractor if this work was completed?

Thank you,

Alize Anipot | District Manager



Email: aanipot@inframark.com

Phone: 656-207-2410

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***Please note that all vendor invoices should be directed to our new email address at InframarkCMS@payableslockbox.com**

From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Thursday, January 15, 2026 12:13 PM
To: Anipot, Alize <aanipot@inframark.com>; Cole, Kristee <kristee.cole@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <jessica.friday@inframark.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

The site contractor has indicated to me that they continue to work with Tim from Green Valley to address additional leaks or broken irrigation items. Nice we had some rain today. I'll request an update from the contractor to tell me when the work is completed.

Mark Bruce

PGA Member & Licensed Real Estate Broker

Owner/Partner Heritage Harbour Golf Holdings, LLC

Office: 941-746-2696 ext 104

Mobile: 941-400-7566

Email: mark@heritageharbourgolfclub.com

Heritage Harbour Golf Club

[8000 Stone Harbour Loop](#)

[Bradenton, FL 34212](#)

www.heritageharbourgolfclub.com

From: Aninipot, Alize <aaninipot@inframark.com>

Sent: Tuesday, January 13, 2026 8:53 AM

To: Mark Bruce <mark@heritageharbourgolfclub.com>; Cole, Kristee <kristee.cole@inframark.com>

Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <jessica.friday@inframark.com>

Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

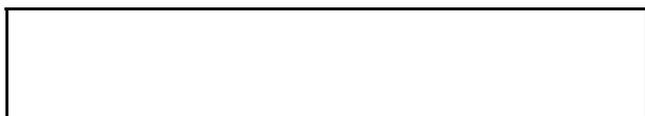
Good morning Mark,

I wanted to follow up regarding the issues previously discussed. As mentioned, the developer contractor team and Tim with Green Valley were coordinating to rectify them, though testing was delayed due to intermittent water shutoffs.

Could you please provide an update on the current status and whether the repairs have since been completed and tested?

Thank you for your continued assistance. I look forward to your update.

Alize Aninipot | District Manager



Email: aaninipot@inframark.com

Phone: 656-207-2410

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From: Aninipot, Alize <aaninipot@inframark.com>

Sent: Monday, January 5, 2026 10:05 AM

To: Mark Bruce <mark@heritageharbourgolfclub.com>; Cole, Kristee <kristee.cole@inframark.com>

Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Friday, Jessica <jessica.friday@inframark.com>

Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Good morning,

Thank you Mark, I will follow up with you throughout the week on a update.

Alize Aninipot | District Manager

Email: aaninipot@inframark.com

Phone: 656-207-2410

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From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Sunday, January 4, 2026 10:39 AM
To: Aninipot, Alize <aaninipot@inframark.com>; Cole, Kristee <kristee.cole@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Daniel Lewis <dlewis@flgovlaw.com>; Andrew Cohen <acohen@flgovlaw.com>; Friday, Jessica <jessica.friday@inframark.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Thank you Alize,

As I understand it, the developer contractor team and Tim with Green Valley are aware of these issues and working together to rectify them ASAP. Previous repairs were made, but unfortunately, they couldn't be tested on site due to the community water being shut off intermittently. I will continue to insert myself into the situation to help coordinate efforts.

Mark Bruce

PGA Member & Licensed Real Estate Broker

Owner/Partner Heritage Harbour Golf Holdings, LLC

Office: 941-746-2696 ext 104

Mobile: 941-400-7566

Email: mark@heritageharbourgolfclub.com

Heritage Harbour Golf Club

[8000 Stone Harbour Loop](#)

[Bradenton, FL 34212](#)

www.heritageharbourgolfclub.com

From: Aninipot, Alize <aaninipot@inframark.com>

Sent: Friday, January 2, 2026 9:34 AM

To: Mark Bruce <mark@heritageharbourgolfclub.com>; Cole, Kristee <kristee.cole@inframark.com>

Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Daniel Lewis <dlewis@flgovlaw.com>; Andrew Cohen <acohen@flgovlaw.com>; Friday, Jessica <jessica.friday@inframark.com>

Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Good morning Mark,

I hope you had a wonderful holiday with your family.

I am writing to inform you of an ongoing irrigation issue near River Heritage. While it was reported that the issue in the median along River Heritage had been resolved, the attached photographs indicate that there is still significant water flow across River Heritage at this location.

The Master Association has requested that the affected irrigation zone be shut down. Would you please arrange for someone to visit the site to assess the situation and address the issue as soon as possible? Please advise when this will be addressed.

Thank you for your attention to this matter.

Kind regards

Alize Aninipot | District Manager



Email: aaninipot@inframark.com

Phone: 656-207-2410

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From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Tuesday, December 2, 2025 4:14 PM
To: Cole, Kristee <kristee.cole@inframark.com>; Andrew Cohen <acohen@flgovlaw.com>; Aninipot, Alize <aaninipot@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Daniel Lewis <dlewis@flgovlaw.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hello Kristee,

Yes, on 12/1 I met with Tim from Green Valley and Tony from 4M site contractor. I essentially acted as the liaison to get them on the same page about necessary repairs needs along River Heritage Blvd. Tim and Tony marked locations for repair and I anticipate the repairs will be coordinated sometime next week.

As for along Heritage Green Way, Tim and Tony both discussed a necessary repair over there but both are unfamiliar of exact locations for pipes that go under the road so they are discussing a plan to dig and find the cross-connection point. The good news is that I now have them communicating and we should water restored soon.

Mark Bruce

PGA Member & Licensed Real Estate Broker

Owner/Partner Heritage Harbour Golf Holdings, LLC

Office: 941-746-2696 ext 104

Mobile: 941-400-7566

Email: mark@heritageharbourgolfclub.com

Heritage Harbour Golf Club

[8000 Stone Harbour Loop](#)

[Bradenton, FL 34212](#)

www.heritageharbourgolfclub.com

From: Cole, Kristee <kristee.cole@inframark.com>

Sent: Tuesday, December 2, 2025 2:14 PM

To: Andrew Cohen <acohen@flgovlaw.com>; Mark Bruce <mark@heritageharbourgolfclub.com>; Aninipot, Alize <aaninipot@inframark.com>

Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Daniel Lewis <dlewis@flgovlaw.com>

Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Good afternoon, Mark:

There is a CDD meeting tonight. Is there any additional information that you can provide us with so that we can share it with the Board?

Thank you,

Kristee Cole | Senior District Manager



[313 Campus Street Celebration, FL 34747](#)

Email: kristee.cole@inframark.com

(M) (813) 382-7355 | www.inframark.com

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From: Andrew Cohen <acohen@flgovlaw.com>

Sent: Tuesday, November 25, 2025 4:39 PM

To: Mark Bruce <mark@heritageharbourgolfclub.com>; Cole, Kristee <kristee.cole@inframark.com>; Aninipot, Alize <aaninipot@inframark.com>

Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Daniel Lewis <dlewis@flgovlaw.com>

Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Thank you!

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From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Tuesday, November 25, 2025 3:47:20 PM
To: Andrew Cohen <acohen@flgovlaw.com>; Cole, Kristee <kristee.cole@inframark.com>; Aninipot, Alize <aaninipot@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Daniel Lewis <dlewis@flgovlaw.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

I met with Contractor at 2pm today. Next meeting is going to be with Tim from Green Valley so that he can specifically identify areas of disconnect. Then Contractor will do the repairs.

Mark

From: Andrew Cohen <acohen@flgovlaw.com>
Sent: Tuesday, November 25, 2025 12:14 PM
To: Mark Bruce <mark@heritageharbourgolfclub.com>; Cole, Kristee <kristee.cole@inframark.com>; Aninipot, Alize <aaninipot@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Daniel Lewis <dlewis@flgovlaw.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Thank you.

Andy

Andrew H. Cohen

Andrew H. Cohen, Esq.

Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

[6853 Energy Court](#)

[Lakewood Ranch, FL 34240](#)

Ph: (941) 306-4730 | Fax: (941) 306-4832

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From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Tuesday, November 25, 2025 12:12 PM
To: Cole, Kristee <kristee.cole@inframark.com>; Aninipot, Alize <aaninipot@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>; Andrew Cohen <acohen@flgovlaw.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hello, I am scheduled to meet the contractor on site this afternoon to discuss irrigation repairs. I am also trying to coordinate with Tim from Green Valley so we know exactly what areas need repaired. I'll keep this group updated.

Mark

From: Cole, Kristee <kristee.cole@inframark.com>
Sent: Thursday, November 20, 2025 11:02 AM
To: Mark Bruce <mark@heritageharbourgolfclub.com>; Aninipot, Alize <aaninipot@inframark.com>
Cc: Philip Frankel <seat2@heritageharboursouthcdd.org>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Good morning, Mark:

Is there any further update on the irrigation in this area? When I was on property on Tuesday, I noticed that the grass is dead in many areas due to the issues outlined below.

Thank you,

Kristee Cole | Senior District Manager



[313 Campus Street Celebration, FL 34747](#)

Email: kristee.cole@inframark.com

(M) (813) 382-7355 | www.inframark.com

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From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Thursday, November 13, 2025 3:07 PM
To: Aninipot, Alize <aaninipot@inframark.com>
Cc: Cole, Kristee <kristee.cole@inframark.com>
Subject: Re: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hello Alize,

Some good news to report. The developer has installed the replacement sod in the median of River Heritage Blvd where they did some underground sewer connection work.

I am told they they are soon to do irrigation work for the North Parcel lots and will do the repairs when they are on site doing that work. The timeline is in the next two weeks.

It should be noted that the developer is still awaiting cooperation from the Stoneybrook board on the cloud on title matter. Supposedly they are meeting tomorrow as a board to "vote" on what to do regarding a resolution.

Should the Stoneybrook board continue down an obstructionist and non communicative path it will certainly not bode well for progress on items like this and the start / completion of the development.

We started this dialogue in late June with VP of the Board, Shawn Durie, and it is something that is easily remedied. Since June the Stoneybrook board has offered no communication relating to their concerns or suggested pathways for a resolution to the title matter.

I will certainly keep you posted.

Mark Bruce

Sent from my Verizon, Samsung Galaxy smartphone
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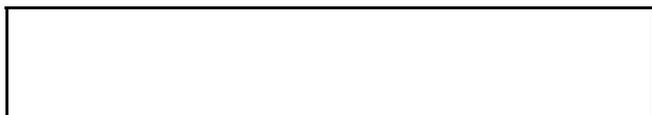
From: Aninipot, Alize <aaninipot@inframark.com>
Sent: Tuesday, November 11, 2025 12:24:11 PM
To: Mark Bruce <mark@heritageharbourgolfclub.com>
Cc: Cole, Kristee <kristee.cole@inframark.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Hi Mark, Good afternoon,

I just wanted to follow up with you on the irrigation issues reported 10/29/25. Any luck with updates from the developer?

Thank you,

Alize Aninipot | District Manager



Email: aaninipot@inframark.com

Phone: 656-207-2410

Please note: Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. Please do not reply "to all".

PLEASE DO NOT REPLY ALL TO AVOID A POSSIBLE SUNSHINE VIOLATION

***Please note that all vendor invoices should be directed to our new email address at InframarkCMS@payableslockbox.com**

From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Tuesday, November 4, 2025 4:33 PM
To: Cole, Kristee <kristee.cole@inframark.com>
Cc: Phil Frankel <seat2@heritageharboursouthcdd.org>; Aninipot, Alize <aaninipot@inframark.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

I have nothing concrete to report on the irrigation. I have requested an update twice. I will continue to press the developer for answer and relay immediately anything I get back.

I will not be attending the meeting this evening. For the minutes you can simply use the following:

The Golf Course and Developer still have not resolved the "quiet title" matter with the Stoneybrook HOA Board. It's in both party's attorney's hands to resolve. The sooner the better for everyone involved.

Mark Bruce

PGA Member & Licensed Real Estate Broker

Owner/Partner Heritage Harbour Golf Holdings, LLC

Office: 941-746-2696 ext 104

Mobile: 941-400-7566

Email: mark@heritageharbourgolfclub.com

Heritage Harbour Golf Club

[8000 Stone Harbour Loop](#)

[Bradenton, FL 34212](#)

www.heritageharbourgolfclub.com

From: Cole, Kristee <kristee.cole@inframark.com>

Sent: Tuesday, November 4, 2025 3:51 PM

To: Mark Bruce <mark@heritageharbourgolfclub.com>

Cc: Phil Frankel <seat2@heritageharboursouthcdd.org>; Aninipot, Alize <aaninipot@inframark.com>

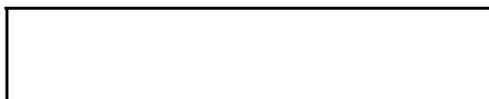
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Good afternoon, Mark:

Is there any new information that I can share with the Board regarding this matter?

Thank you,

Kristee Cole | District Manager



[313 Campus Street Celebration, FL 34747](#)

Email: kristee.cole@inframark.com

(M) (813) 382-7355 | www.inframark.com

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 **Go Green: Please do not print this e-mail unless you really need to!**

From: Cole, Kristee

Sent: Friday, October 31, 2025 1:39 PM

To: 'Mark Bruce' <mark@heritageharbourgolfclub.com>

Cc: 'Phil Frankel' <seat2@heritageharboursouthcdd.org>; Aninipot, Alize <aaninipot@inframark.com>

Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Good afternoon, Mark:

Is there any new information that I can share with the Board regarding this matter?

Thank you,

Kristee Cole | District Manager



[313 Campus Street Celebration, FL 34747](#)

Email: kristee.cole@inframark.com

(M) (813) 382-7355 | www.inframark.com

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 **Go Green:** Please do not print this e-mail unless you really need to!

From: Cole, Kristee <kristee.cole@inframark.com>
Sent: Wednesday, October 29, 2025 11:26 AM
To: Mark Bruce <mark@heritageharbourgolfclub.com>
Cc: Phil Frankel <seat2@heritageharboursouthcdd.org>; Aninipot, Alize <aaninipot@inframark.com>
Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

Thank you, Mark!

Kristee Cole | District Manager



[313 Campus Street Celebration, FL 34747](#)

Email: kristee.cole@inframark.com

(M) (813) 382-7355 | www.inframark.com

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 **Go Green:** Please do not print this e-mail unless you really need to!

From: Mark Bruce <mark@heritageharbourgolfclub.com>
Sent: Wednesday, October 29, 2025 10:10 AM
To: Cole, Kristee <kristee.cole@inframark.com>

Cc: Phil Frankel <seat2@heritageharboursouthcdd.org>; Aninipot, Alize <aaninipot@inframark.com>

Subject: RE: Heritage Harbour South CDD FW: Questions for Mark Bruce

This Message Is From an External Sender

This message came from outside your organization. Please use caution when clicking links.

Thank you Kristee, I am forwarding this to the developer now.

Mark

From: Cole, Kristee <kristee.cole@inframark.com>

Sent: Wednesday, October 29, 2025 10:04 AM

To: Mark Bruce <mark@heritageharbourgolfclub.com>

Cc: Phil Frankel <seat2@heritageharboursouthcdd.org>; Aninipot, Alize <aaninipot@inframark.com>

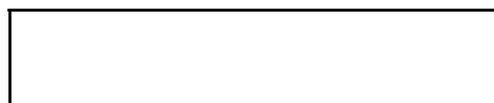
Subject: Heritage Harbour South CDD FW: Questions for Mark Bruce

Good morning, Mark:

Please see the email below regarding the issues in Heritage Harbour South. Please advise when these areas will be fixed.

Thank you!

Kristee Cole | Senior District Manager



[313 Campus Street Celebration, FL 34747](#)

Email: kristee.cole@inframark.com

Please note: Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. Please do not reply "to all".

 **Go Green: Please do not print this e-mail unless you really need to!**

Hello,

Please ask the following questions to Mark Bruce:

1. When will irrigation repair be completed in the area where the sewer tie-in was completed on River Heritage Blvd? 1 zone was mostly destroyed and several others were damaged. The contactor replaced the valve that was crushed by a loader, but did not fix any pipes.

|

2. When will irrigation repair be completed in the new turning lane area next to the urgent Care on River Heritage Blvd. Irrigation zone was badly damaged in this area and pipes were laid on top of the soil. No repairs were made.

|

3. When will the irrigation for the entire median on Heritage Green Way be reconnected? All 8 zones in this section currently do not have any irrigation water supply. The supply line for this area was disconnected during the installation of the driveway for the new street.

|

All of these areas will struggle as soon as summer rains stop.

Best Regards,

Tim Renyer

Green Valley Property Maintenance Inc.



PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**
Andrew H. Cohen
Kelly M. Fernandez*
Maggie D. Mooney*
R. David Jackson*
Daniel P. Lewis
Amy T. Farrington
Karla M. Armstrong

* Board Certified City, County and Local Government Law
** Retired

Telephone (941) 306-4730
Facsimile (941) 306-4832
Email: dlewis@flgovlaw.com

Reply to: Lakewood Ranch

November 21, 2025

**VIA EMAIL, CERTIFIED MAIL RETURN RECEIPT REQUESTED, AND FIRST
CLASS MAIL**

Mr. Mark Bruce
Heritage Harbour Golf Club
8000 Stone Harbour Loop
Bradenton, FL 34212
Email: mark@heritageharbourgolfclub.com

RE: Damaged Irrigation Pipes and Dead Greenery on District Property

Attn Mr. Bruce:

This Firm represents the interests of Heritage Harbour South Community Development District (“District”). You were advised on October 29, 2025 of damaged irrigation pipes and dying sod on District property due to the actions of the developer building villas on the golf course. Specifically, reference is made to the damaged irrigation zone and above ground pipes along River Heritage Blvd and the disconnected water supply lines for Heritage Green Way. You

Lakewood Ranch
6853 Energy Court
Lakewood Ranch, Florida 34240

Venice
236 Pedro Street
Venice, Florida 34285

acknowledged receipt of this information and advised District staff that you would forward the information to the developer the same day. Since then, several updates have been requested, and the only progress that has been made is the installation of sod along River Heritage Blvd and “some underground sewer connection work”. You blame the lack of progress on an ongoing quiet title action with the Stoneybrook Homeowners’ Association. However, a dispute with an HOA does not alleviate your obligation to restore irrigation to the District’s property. To that end, it has come to our attention that grass is now dead in many areas of the District’s property due to the lack of irrigation. Please see the pictures attached to this letter as “Exhibit A”. These issues require immediate attention and correction to prevent any further damage to the District’s property. If these problems persist, then the District will seek all legal remedies available to correct this matter and recoup its expenses.

Please govern yourself accordingly.

Sincerely,



Daniel P. Lewis
Signed electronically

DPL:fw

Enc.

cc: Andrew H. Cohen, District Counsel
Philip Frankel, Board of Supervisors Chair
Kristee Cole, Senior District Manager
Alize Aninipot, District Manager

EXHIBIT A



















PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**
Andrew H. Cohen
Kelly M. Fernandez*
Maggie D. Mooney*
R. David Jackson*
Daniel P. Lewis
Amy T. Farrington
Karla M. Armstrong

* Board Certified City, County and Local Government Law
** Retired

Telephone (941) 306-4730
Facsimile (941) 306-4832
Email: dlewis@flgovlaw.com

Reply to: Lakewood Ranch

February 27, 2026

**VIA EMAIL, CERTIFIED MAIL RETURN RECEIPT REQUESTED, AND FIRST
CLASS MAIL**

Mr. Mark Bruce
Heritage Harbour Golf Club
8000 Stone Harbour Loop
Bradenton, FL 34212
Email: mark@heritageharbourgolfclub.com

**RE: Continuing Damaged Irrigation Pipes and Dead Greenery on District
Property**

Attn Mr. Bruce:

As stated in my previous correspondence to you dated November 21, 2025, this Firm represents the interests of Heritage Harbour South Community Development District (“District”). Since your receipt of my prior letter, my client has requested updates on the progress of correcting the damaged irrigation pipes and dying sod along River Heritage Blvd and Heritage Green Way. As of the date of this letter, these issues have not been rectified. In fact, Tim Reyner of Green

Lakewood Ranch
6853 Energy Court
Lakewood Ranch, Florida 34240

Venice
236 Pedro Street
Venice, Florida 34285

Valley Maintenance (“Green Valley”) has advised that there are still irrigation issues on the Heritage Green Way median. Mr. Reyner advised that the vendor tasked with repairing the broken irrigation pipes, 4M, resodded the crossover area prior to fixing the irrigation breaks and repairing this area will require a complete rebuild. It is my further understanding that 4M has been replaced by JBB South LLC (“JBB”). JBB agreed to take financial responsibility for the remaining repairs and requested a proposal from Green Valley for the remediation work. Green Valley is willing to do the work, but JBB must accept their quote and pay the deposit for the work beforehand. Acceptance of the quote and paying the deposit must occur as soon as possible to avoid any further damage to the District’s property. Finally, to avoid any ambiguities, my client understands financial responsibility to include all costs associated with repairing the irrigation pipes and restoring the greenery in the damaged areas. Additionally, my client requires confirmation of dates and times for when these repairs will be completed. If these problems continue to persist, then the District will seek all legal remedies available to correct this matter and recoup its expenses.

Please govern yourself accordingly.

Sincerely,



Daniel P. Lewis
Signed electronically

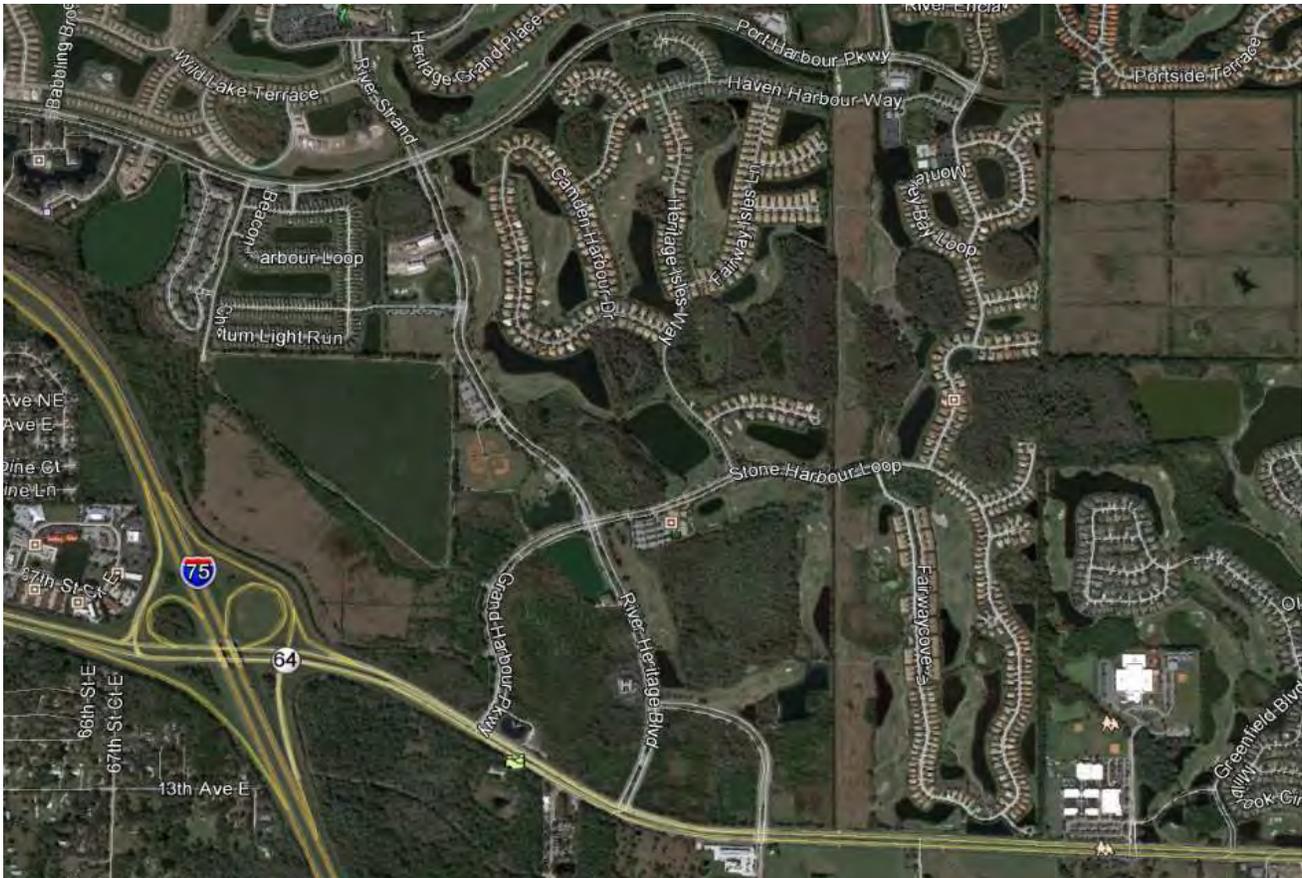
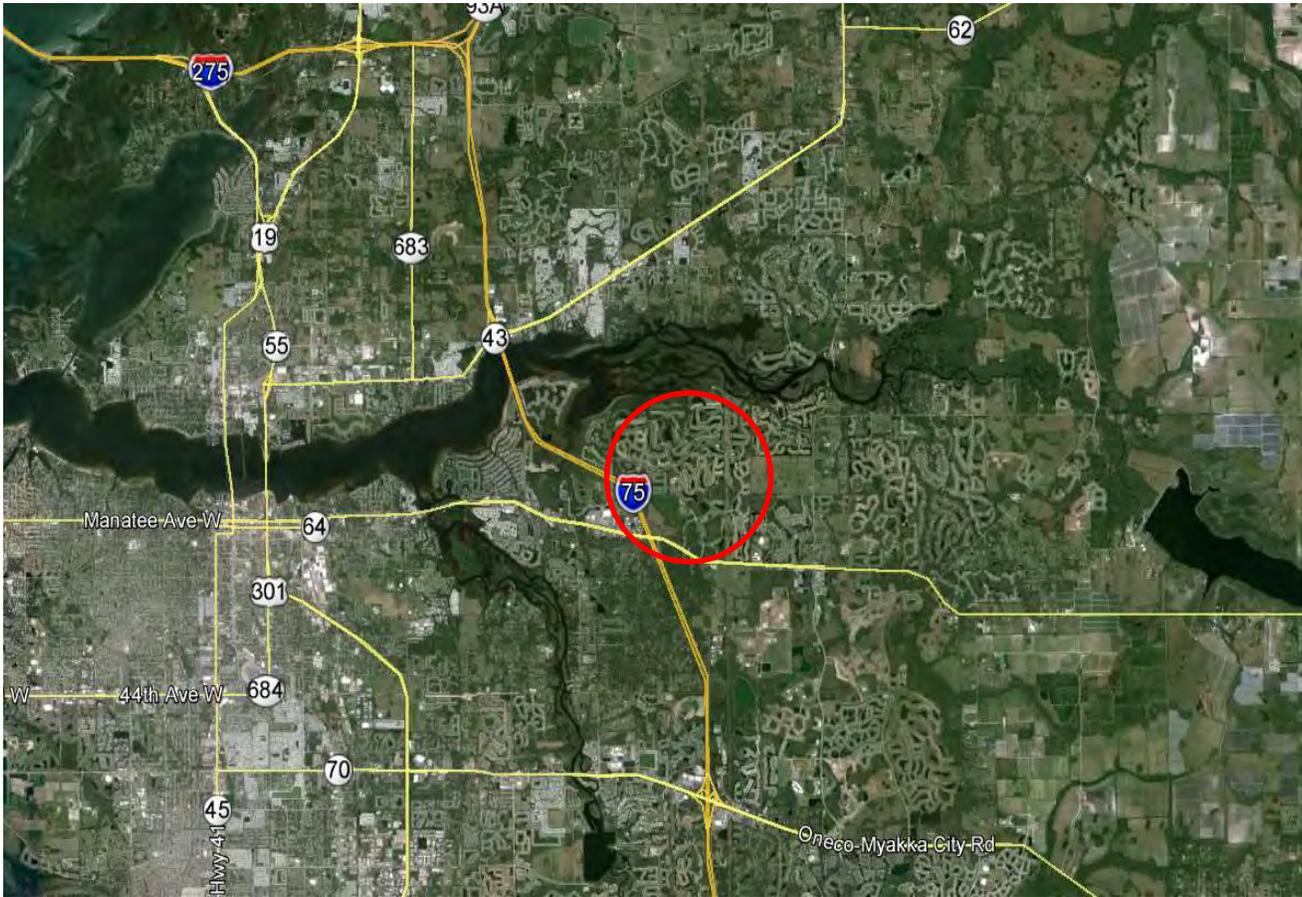
DPL:fw

cc: Andrew H. Cohen, District Counsel
Philip Frankel, Board of Supervisors Chair
Kristee Cole, Senior District Manager
Alize Aninipot, District Manager

Exhibit "A"

Heritage Harbour Sidewalk Repairs									
Bid Tabulation Form 2.17.26									
				Asphalt Remedies		ANJ Excavation		Infinity Concrete	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1*	Grind raised 5' wide sidewalk joint	132	EA	50.00	6,600.00	57.00	7,524.00	50.00	6,600.00
2*	Grind raised 9' wide sidewalk joint	2	EA	75.00	150.00	80.00	160.00	80.00	160.00
3	Remove and replace 5' wide sidewalk	241	LF	55.00	13,255.00	55.00	13,255.00	62.50	15,062.50
4	Saw Cut sidewalk panels	1	EA	40.00	40.00	80.00	80.00	40.00	40.00
5	Remove loose concrete, epoxy patch gouge in sidewalk	1	EA	55.00	55.00	75.00	75.00	50.00	50.00
6	Miscellaneous cleanup and work	1	LS	0.00	0.00	150.00	150.00	0.00	0.00
Total				20,100.00		21,244.00		21,912.50	

items 1* & 2* - Grind 6" for every 1/2" drop



Heritage Harbour CDD Sidewalk Repairs
3604 53rd Ave. East - Bradenton, Florida 34203; Phone: (941) 251-7613

Sidewalks

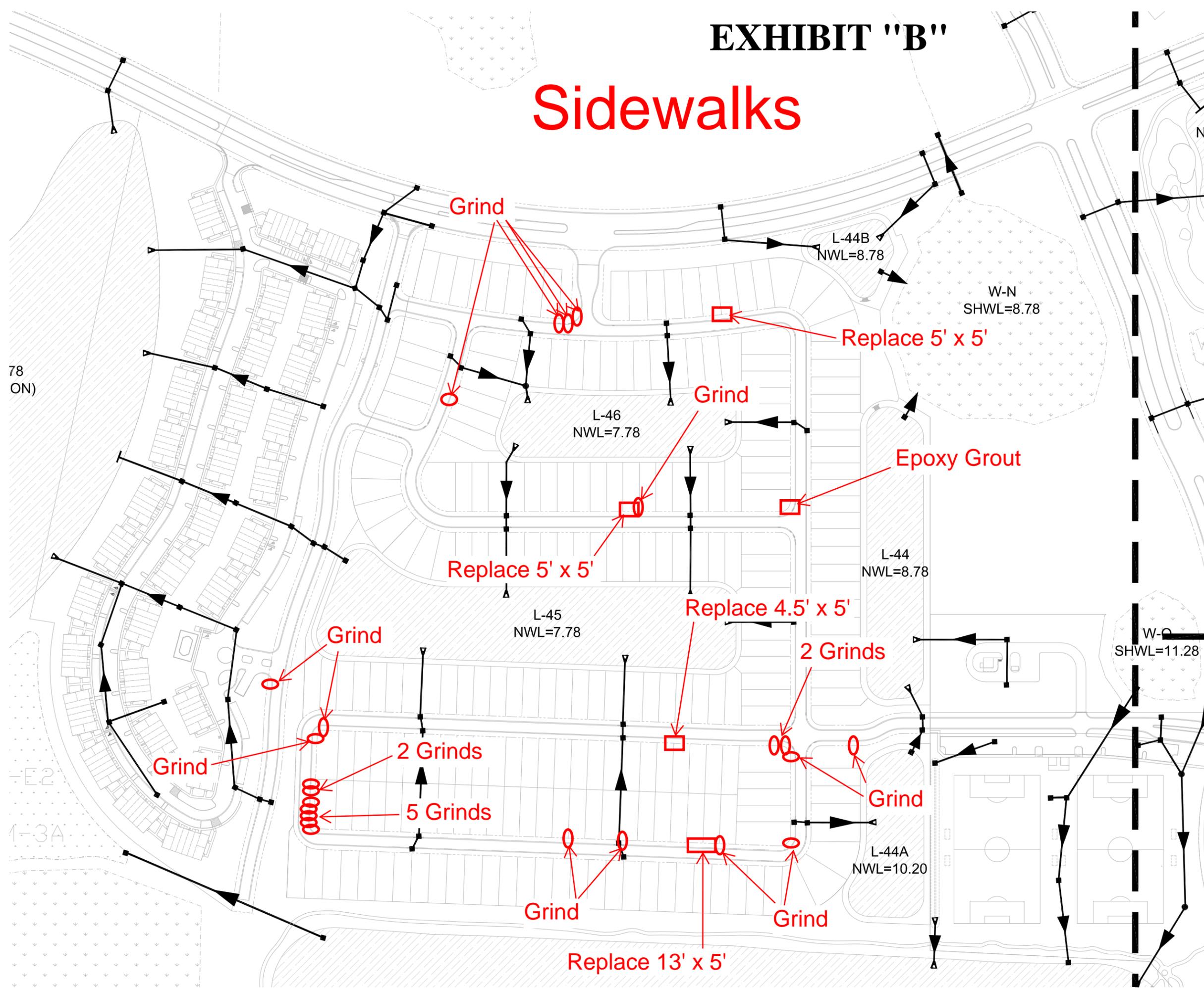
EXHIBIT "B"



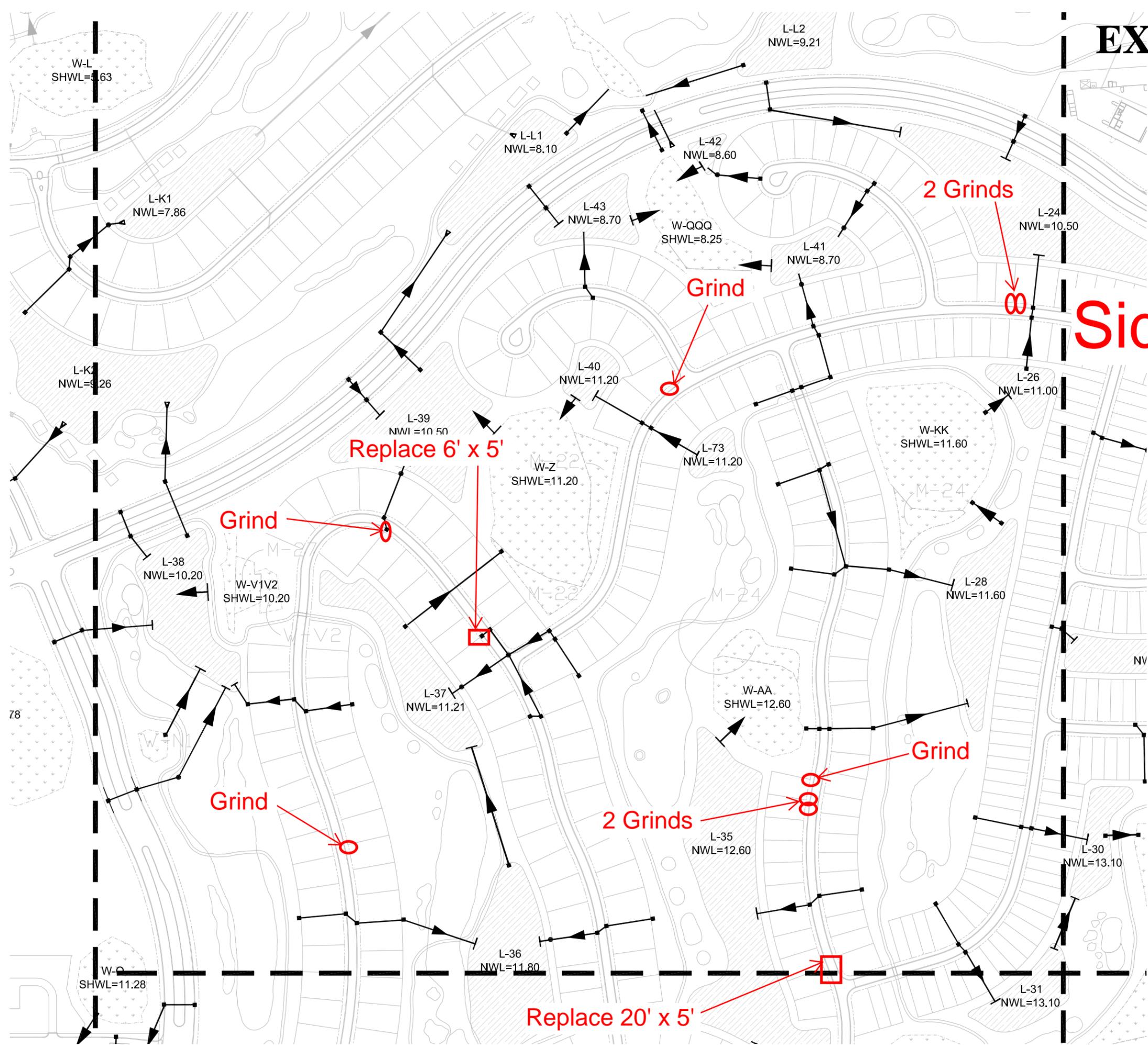
EXHIBIT "B"

Sidewalks

1

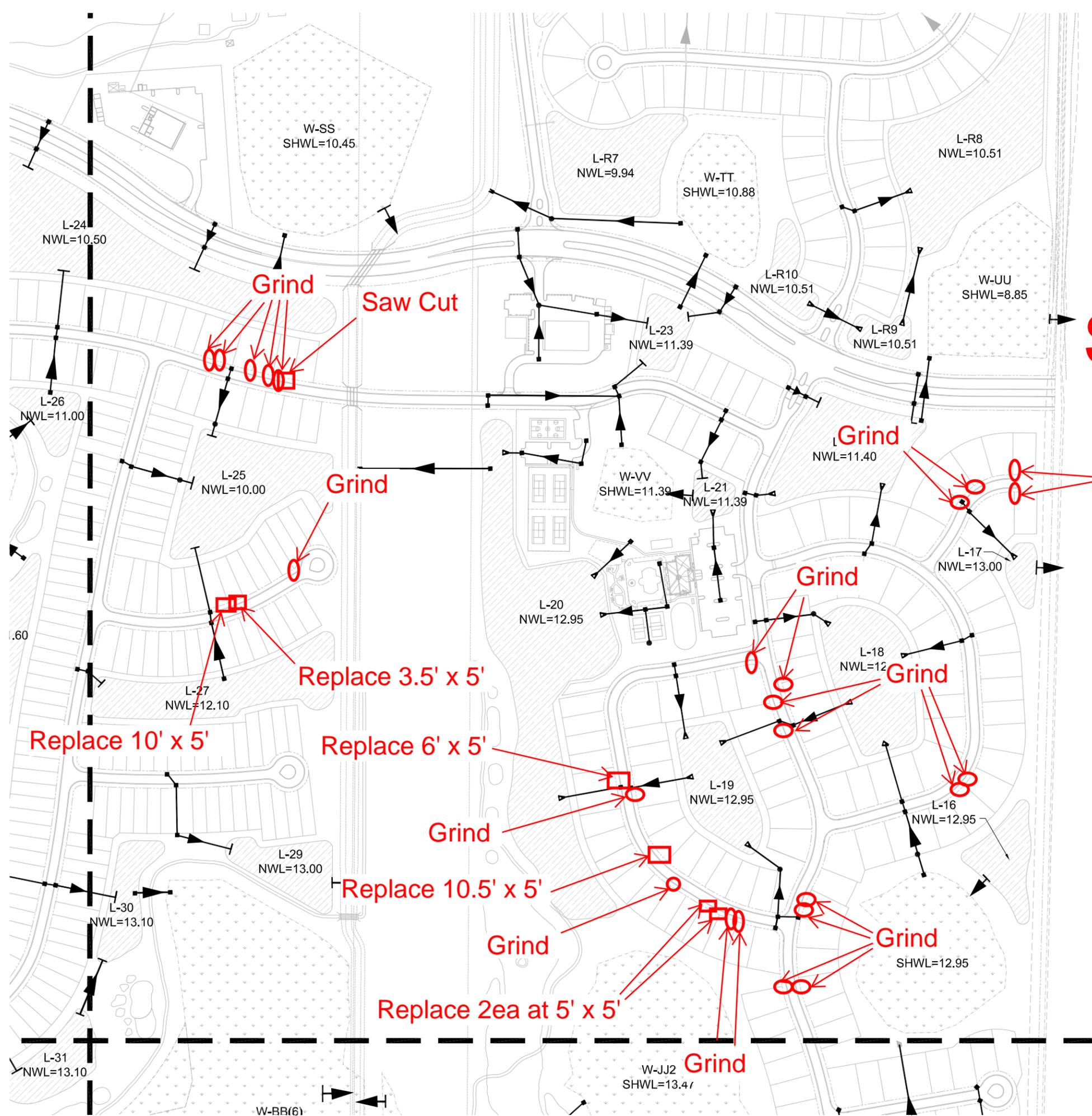


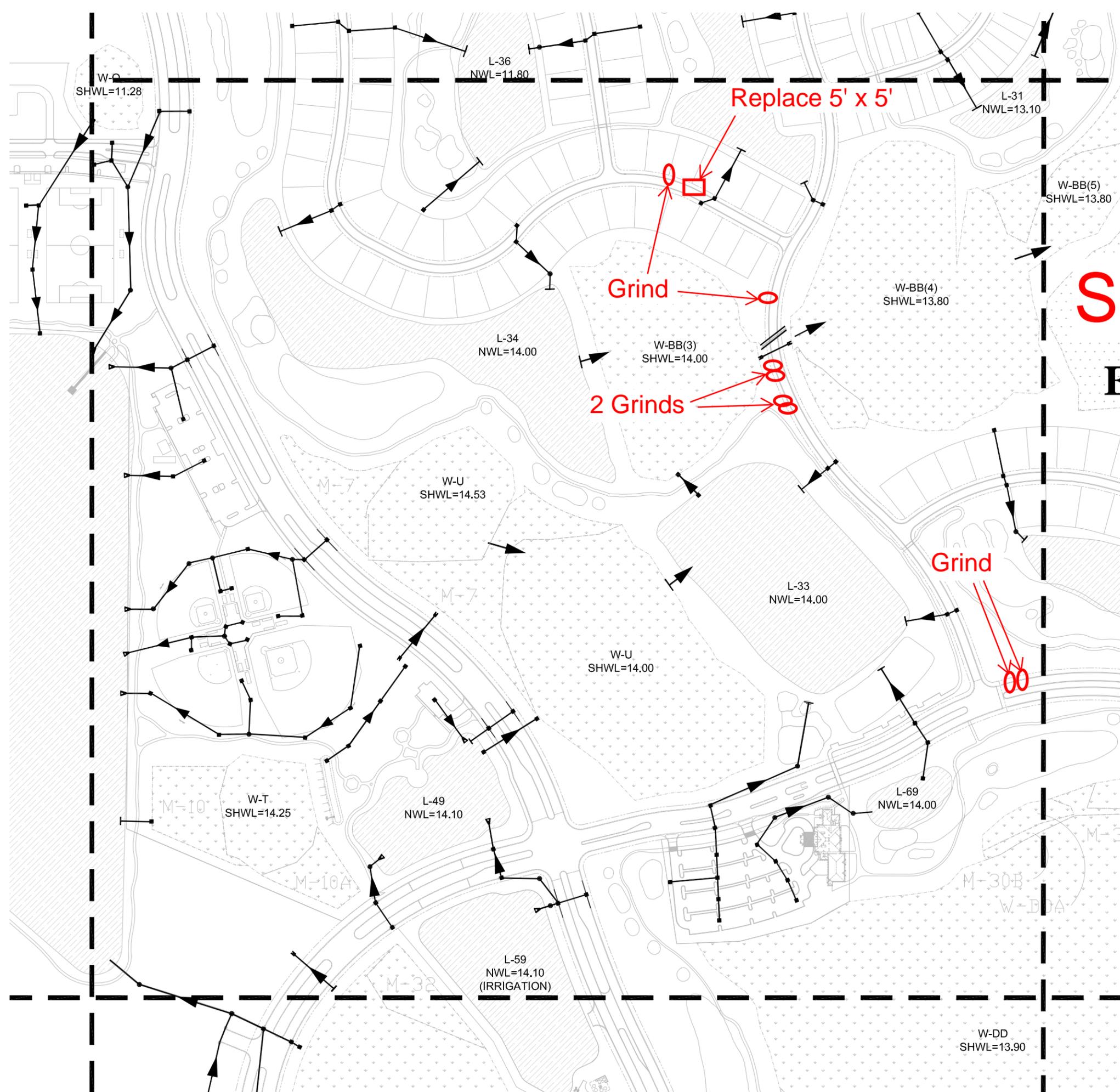
Sidewalks



3

Sidewalks





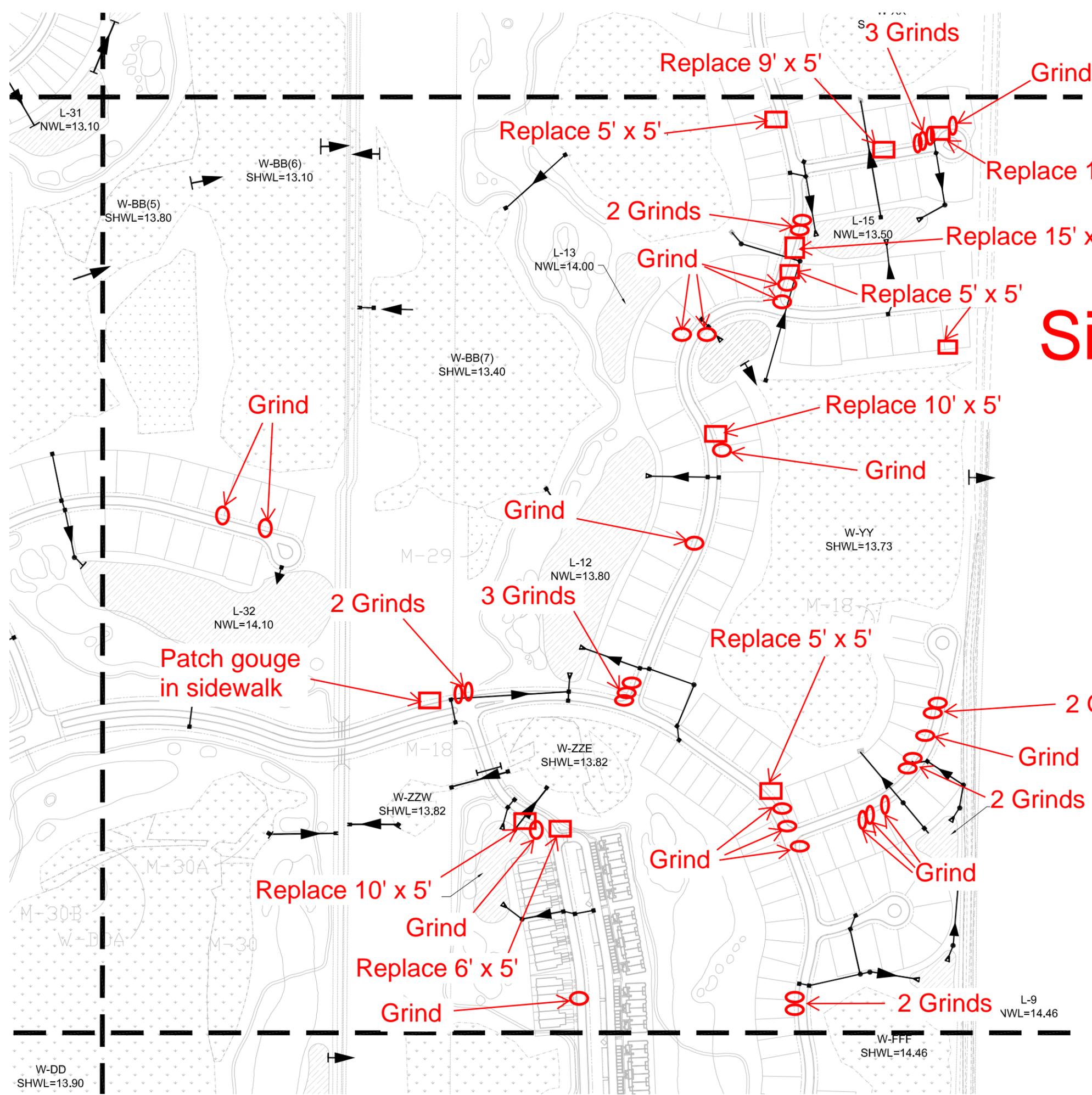
4

Sidewalks

EXHIBIT "B"

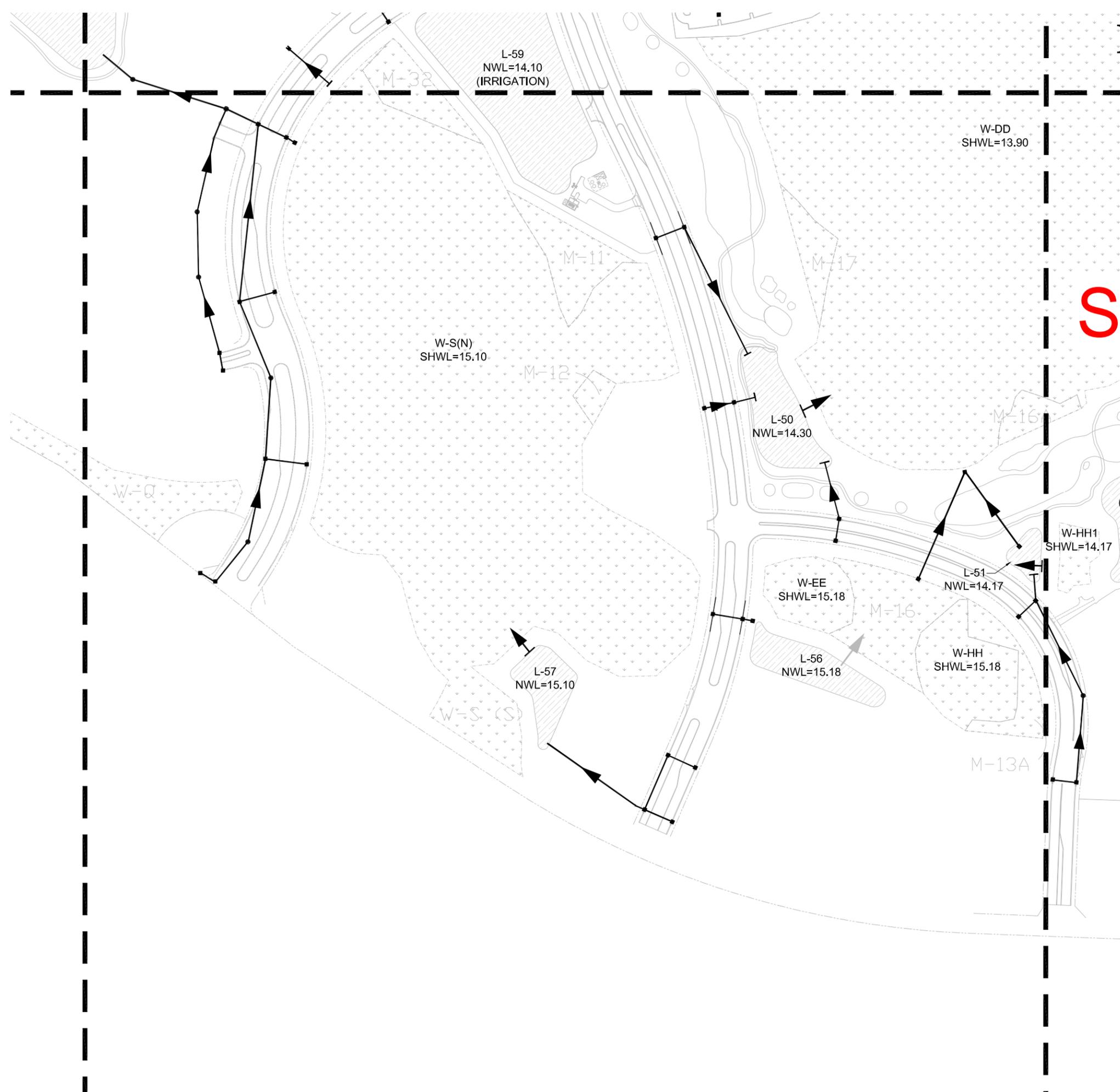
5

Sidewalks



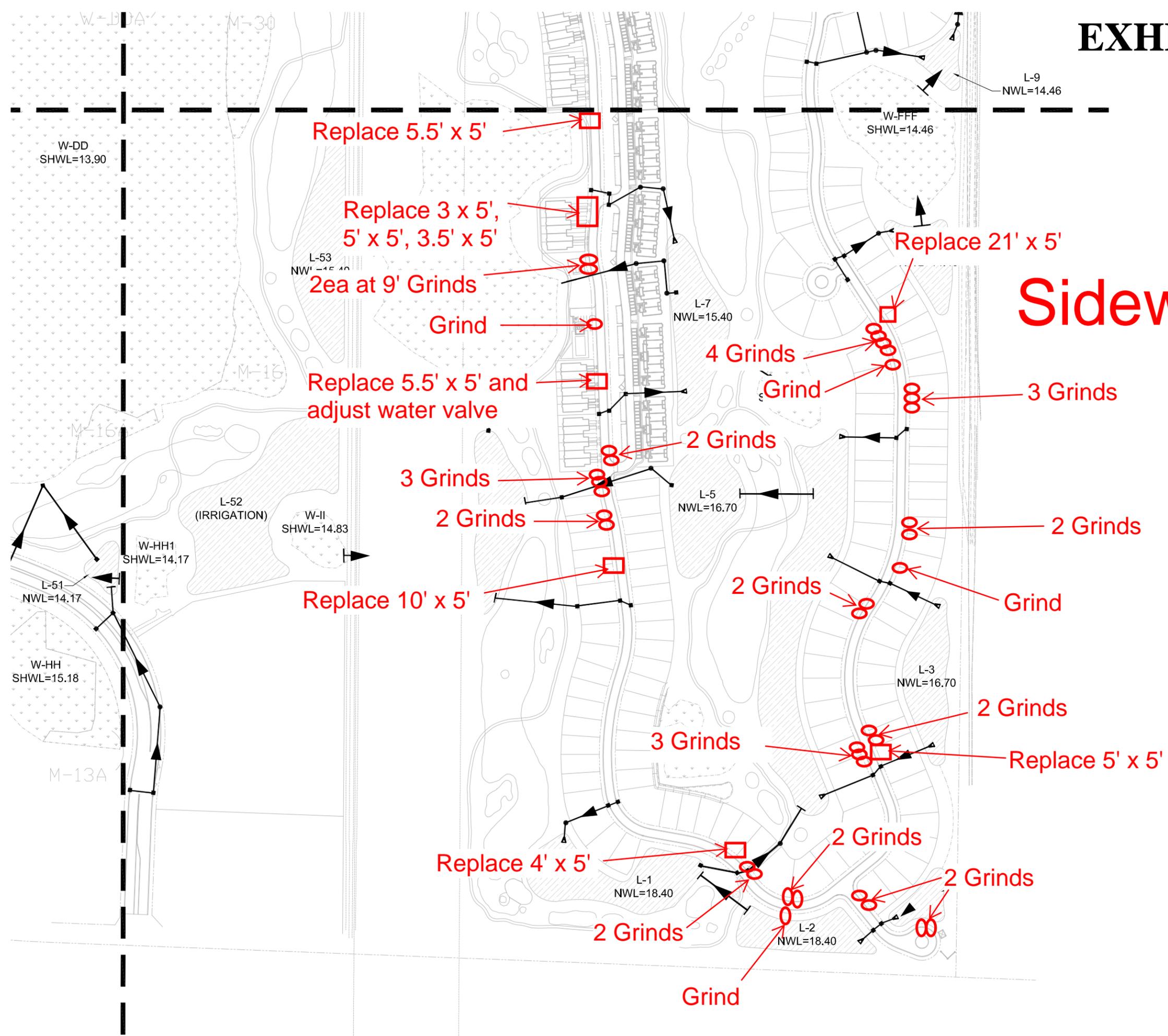
6

Sidewalks



7

Sidewalks



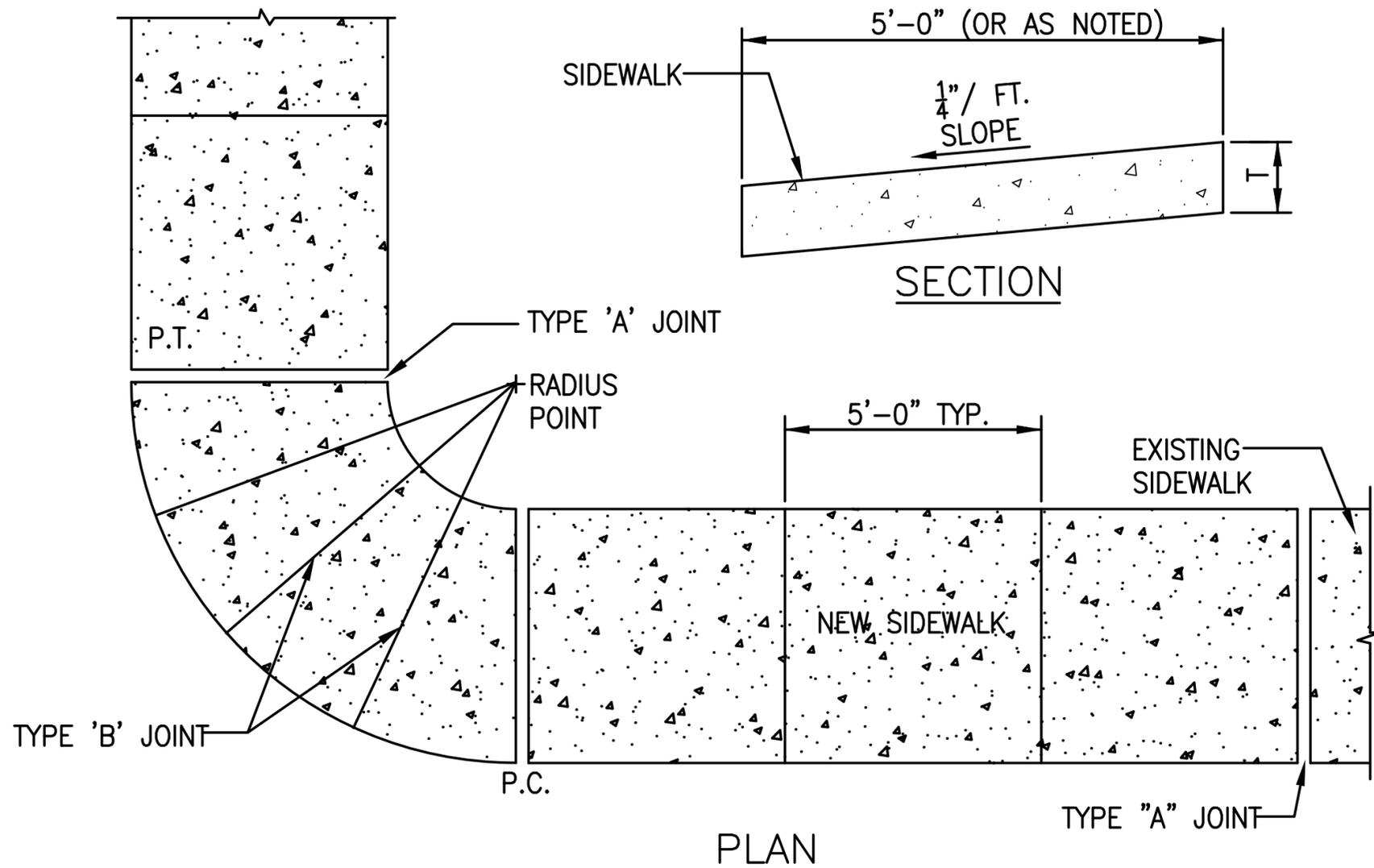


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	P.C. AND P.T. OF CURVES.
'B'	5'-0" CENTER TO CENTER ON SIDEWALKS.
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES. JUNCTION OF EXISTING AND NEW SIDEWALKS. AT 50' INTERVALS (MIN.)

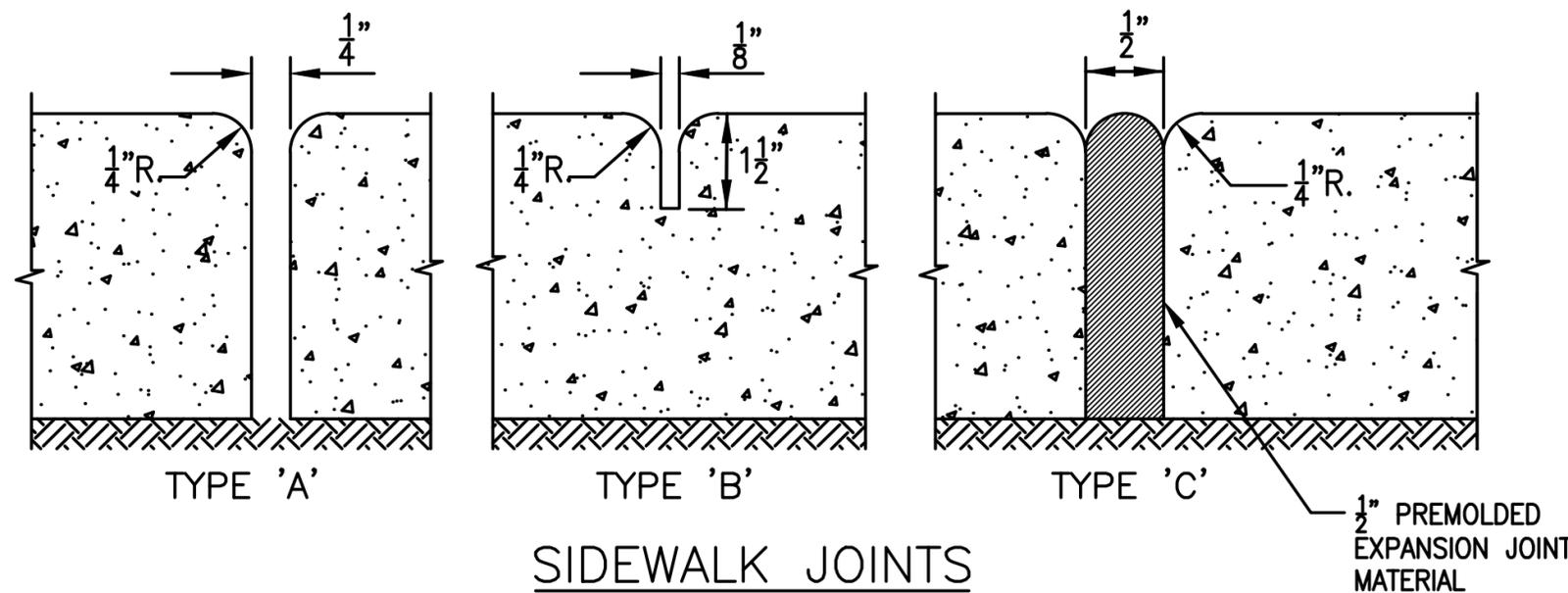


TABLE OF SIDEWALK THICKNESS - 'T'	
LOCATION	'T'
PEDESTRIAN AREAS	4"
AT DRIVEWAY CROSSING AND OTHER VEHICULAR USE AREAS	6"

NOTE: CONCRETE TO BE 3,000 P.S.I.
AT 28 DAYS WITH FIBERMESH
REINFORCEMENT.

SIDEWALK CONSTRUCTION

N.T.S.



Remove & Replace 13' x 5' on south Chatum Light Run



Remove & Replace 5' x 5' on north Chatum Light Run e/o Harbour Lights



Remove & Replace 4' x 5' on west Montauk Point Crossing



Epoxy grout gouge on Chatum Light Run n/o Beacon Harbour Loop



Remove & Replace 5' x 5' on south Beacon Harbour Loop



Remove & Replace 3'x5', 5'x5' & 3.5'x5' on west Stone Harbour Loop



Remove & Replace 10' x 5' on northern west Stone Harbour Loop



Remove & Replace 21' x 5' on east Stone Harbour Loop s/o Heritage Inlet Pl



Remove & Replace 10' x 5' on west Stone Harbour Loop



Remove & Replace 5.5' x 5' on west Stone Harbour Loop, adjust valve cap



Remove & Replace 4' x 5' on south Stone Harbour Loop



Remove & Replace 5.5' x 5' on west Stone Harbour Loop



Remove & Replace 6' x 5' on northern side of west Stone Harbour Loop



Remove & Replace 5.5' x 5' on east end of Brookfield Terrace



Remove & Replace 10.5' x 5' on Brookfield Terrace



Remove & Replace 5' x 5' on south end of Golden Harbour Dr



Remove & Replace 15' x 5' on south end of Golden Harbour Dr



Remove & Replace 9' x 5' on Kinsbury Place



Remove & Replace 10' x 5' at Kinsbury Place cul-de-sac



Remove & Replace 2ea of 5' x 5' panels on south Monterey Bay Loop



Remove & Replace 10.5' x 5' on Monterey Bay Loop



Remove & Replace 5' x 5' on Golden Harbour Tr n/o Kinsbury Place



Remove & Replace 6' x 5' on Monterey Bay Loop



Remove & Replace 3.5' x 5' on Summer Green Terrace



Remove & Replace 10' x 5' on Summer Green Terrace



Remove & Replace 5'x5' on Camden Harbour Loop near Heritage Isles Way



Remove & Replace 20' x 5' on Heritage Isles Way at Fairway Isles Lane



Remove & Replace 6'x 5' on east Camden Harbour Loop n/o Haven Harbour

GENERAL REQUIREMENTS

1.01 SCOPE AND INTENT

A. Description

The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract.

B. Work Included

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings and other means of construction necessary or proper for performing and completing the work. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all incidental costs. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment.

C. Public Utility Installations and Structures

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto.

The Contractor shall protect all installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the Engineer. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which have been located in the field by the utility shall be repaired by the Contractor, at his expense, as approved by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.

Public utility installations or structuremills owned or controlled by the Owner or other governmental body, which are required by this contract to be removed, relocated, replaced or rebuilt by the Contractor not identified in any separate bid item shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made.

Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the work, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction, it

will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the mutually agreeable terms arrived at by the parties in writing.

The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the "Sunshine State One-Call of Florida, Inc. Call Center ("Call Sunshine") and per all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).

The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Engineer.

1.02 INSPECTION AND TESTING

A. General

Inspection and testing of materials will be performed by the Owner unless otherwise specified.

B. Costs

All inspection and testing of materials furnished under this Contract will be performed by the Owner or duly authorized inspection engineers or inspections bureaus without cost to the Contractor, unless otherwise expressly specified.

C. Final Inspection

During such final inspections, the work shall be clean and free from water. In no case will the final pay application be prepared until the Contractor has complied with all requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Document.

1.03 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility

The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, and the removal, relocation and reconstruction of such items shall be included and no separate payments will be made therefore.

Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.

Prior to the beginning of any excavations, the Contractor shall advise the Engineer of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.
2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The Owner may order the Contractor, for the convenience of the Owner, to remove trees along the line or trench excavation. If so ordered, the Owner will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for by separate written agreement.

C. Lawn Areas

Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod if necessary to restore to prior condition.

D. Restoration of Fences

Any fence, or part thereof, that is damaged or removed during the course of the Contract Work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the Contract Work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included as part of the overhead cost of the Contract Work, and no additional payment will be made therefore.

1.04 PROTECTION OF WORK AND PUBLIC

A. Noise

The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all engines or

other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

B. Access to Public Services

Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

C. Dust prevention

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.05 CLEANING

A. During Construction

During construction of the Contract Work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

B. Final Cleaning

At the conclusion of the Contract Work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.06 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion

1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Engineer which results from his construction operations.

END OF SECTION

SUMMARY OF WORK

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of the sidewalk repairs utilizing the methods described in the bid form. The work shall also include all incidentals necessary for the completion of work including but not limited to maintenance of traffic, access repairs, sod and damage repairs.
- B. The Contractor shall perform the Contract Work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the Owner.
- D. The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Contract Work, whether specifically indicated or not.

1.02 CONTRACTS

Construct all the Work under a single contract.

1.03 WORK SEQUENCE

- A. All work done under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The Contractor shall coordinate his work with private property owners such that existing utility services are maintained to all users to the maximum extent possible.
- B. The Contractor shall, if necessary and feasible, construct the work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the owner.
- C. The Contractor shall, where feasible, construct the Contract Work in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternative usage.

1.04 CONSTRUCTION AREAS

- A. The Contractor shall: Limit his use of the construction areas for work and for storage, to allow for:
 - 1. Work by other Contractors.
 - 2. Owner's Use.
 - 3. Public Use.
- B. Coordinate use of work site under direction of Engineer or owner.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products under the Contractor's control, which interfere with operations of the Owner or separate contractor.

- E. Obtain and pay for the use of additional storage of work areas needed for Contractor operations.

1.05 OWNER OCCUPANCY

- A. It is assumed that portions of the Contract Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual area, if the Owner, at its sole discretion whether or not reasonable, desires to accept the individual area, the Contractor will be issued a dated certificate of completion and acceptance for each individual area. The Owner has the option of not accepting the entire work as a whole until it is completed, tested and approved by the Engineer and Owner in their sole and absolute discretion whether or not reasonable.

1.06 PARTIAL OWNER OCCUPANCY

The Contractor shall schedule his operations for completion of portions of the Contract Work, as designated, for the owner prior to substantial completion of the entire work.

END OF SECTION

CONTROL OF WORK

1.01 WORK PROGRESS

The Contractor shall furnish personnel and equipment which will be efficient, appropriate and adequately sized to secure a satisfactory quality of work and a rate of progress which will insure the completion of the Contract Work within the time stipulated in the Contract. If at any time such personnel appears to the Engineer to be inefficient, inappropriate, or insufficient for securing the quality of work required for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character, or increase the personnel and equipment and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 PRIVATE LAND

The Contractor shall not enter or occupy private land outside of easements, except by permission of the affected property owner.

1.03 WORK LOCATIONS

Contract Work shall be located substantially as indicated by the owner, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 DISTRIBUTION SYSTEMS AND SERVICES

- A. The Contractor shall avoid interruptions to water, telephone, cable TV, sewer, gas, or other related utility services. He shall notify the Engineer and the appropriate agency well in advance of any requirement for dewatering, isolating, or relocating a section of a utility, so that necessary arrangements may be made.
- B. If it appears that utility service will be interrupted for an extended period, the Engineer may order the Contractor to provide temporary service lines at the Contractor's expense. Inconvenience of the users shall be kept to the minimum, consistent with existing conditions. The safety and integrity of the systems are of prime importance in scheduling work.

1.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to building utilities, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables and other similar facilities. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at his expense.
- B. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained and all costs or charges resulting from damage thereto shall be paid by the Contractor.

- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the Contract Work and all costs in connection therewith shall be included in the unit prices established in the Bid.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the Owner is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work. If relocation of a privately owned utility is required, the Owner will notify the utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the Owner and utility and shall have no claim for delay due to such relocation. As previously referenced, the Contractor shall notify public utility companies in writing at least 48 hours (excluding Saturdays, Sundays and legal holidays) before excavating near their utilities.

1.06 TEST PITS

Test pits for the purpose of locating underground pipeline or structures in advance of the Contract Work shall be excavated and backfilled by the Contractor immediately after the utility location and the surface shall be restored in a manner equal or better than the original condition. No separate payment will be made.

1.07 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Contract Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal or better to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Engineer.
- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best modern practice.
- C. Along the location of this Contract Work, all fences, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner unless otherwise shown on the drawings. Fences and other features removed by the Contractor shall be replaced in the location indicated by the Engineer as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded to equal or exceed original conditions.
- D. Trees close to the Contract Work which are not to be removed, shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification to the Engineer. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting and painting according to approved methods, using only approved tools and materials.
- E. The protection, removal and replacement of existing physical features as necessary shall be a part of the Contract Work and all costs in connection therewith shall be included in

the unit and/or lump sum prices established under the items in the bid submittal.

1.08 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of pedestrian or vehicular traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the Engineer.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the surface, provide temporary roadways, erect wheel guards or fences, or take other safety measures which are satisfactory to the Engineer and Owner.
- C. Any changes to the traffic pattern require a Traffic Control Plan to be submitted to the Owner and Engineer for their review.

1.09 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the Contractor may purchase water for all construction purposes.
- B. The Contractor shall be responsible for paying for all water tap fees incurred for the purpose of obtaining a potable water service or temporary use meter.

1.10 MAINTENANCE OF FLOW

The Contractor shall at his own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the Contract Work and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer and Owner in advance of the interruption of any flow.

1.11 CLEANUP

During the course of the Contract Work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

END OF SECTION

MEASUREMENT AND PAYMENT

1.01 SCOPE

- A. The scope of this section is to further define the items included in each Bid Item in the Bid Form. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the Contract Work. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

1.02 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work without prior written approval.

1.03 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.04 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished Contract Work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.05 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
4. Dewatering and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Replacement of unpaved roadways, and shrubbery plots.
7. Foundation and borrow materials, except as hereinafter specified.
8. Testing and placing system in operation.
9. Any material and equipment required to be installed and utilized for the tests.

10. Pipe, structures, pavement replacement, asphalt and shell driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
11. Maintaining the existing quality of service during construction.
12. Maintaining or detouring of traffic.
13. Appurtenant work as required for a complete and operable system.
14. Seeding and hydromulching.

END OF SECTION

CHANGE ORDER PROCEDURES

1.01 DEFINITION

- A. Change Order: Major change in contract scope, price or time (as defined by the owner's Engineer in his sole and absolute discretion) that must be approved and executed by the CDD Board before it becomes effective.
- B. Administrative Change Adjustment: Minor change order under 10% of project cost does not have to be CDD Board approved and to be approved by the owner's Engineer.
- C. Field Directive Change: Change to contract quantity that does not require a change of scope, price or time extension and does not require approval of owner or his representative(s).

1.02 REQUIREMENTS INCLUDED

- A. The Contractor shall promptly implement change order procedures:
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis.
 - 3. Provide full documentation to Engineer on request.
- B. The Contractor shall designate a member of the Contractor's organization who:
 - 1. Is authorized to accept any changes to the Contract Work.
 - 2. Is responsible for informing others in the Contractor's employ of the authorized changes into the Contract Work.

1.03 PRELIMINARY PROCEDURES

- A. Owner may initiate changes by submitting a Request to Contractor. Request will include:
 - 1. Detailed description of the change, products, costs and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time extension for making the change.
 - 4. A specified period of time during which the requested price will be considered valid.
 - 5. Such request is for information only and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to the Owner, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the Contract Sum and the contract time.
 - 4. Statement of the effect on the work of separate contractors.
 - 5. Documentation supporting any change in Contract Sum or contract time, as appropriate.

1.04 FIELD DIRECTIVE CHANGE

- A. In lieu of a Change Order, the Owner may issue a Field Directive change for the Contractor to proceed with additional work within the original intent of the Contract Work.
- B. Field Directive change will describe changes in the work, with attachments of backup information to define details of the change.
- C. Contractor must sign and date the Field Directive change to indicate agreement with the terms therein.

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow the Engineer/Owner to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in contract time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal.
 - 1. Name of the Owner's authorized agent who ordered the work and date of the order.
 - 2. Date and time work was performed and by whom.
 - 3. Time record, summary of hours work and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates and time of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.06 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Change Order will describe changes in the Contract Work, both additions and deletions, with attachments as necessary to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the contract time.

1.07 LUMP SUM/FIXED PRICE CHANGE ORDER

- A. Owner/Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by the Contractor, or requests from the Owner, or both.
- B. Once the form has been completed, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. The Owner will distribute executed copies after approval by the CDD Board.

1.08 UNIT PRICE CHANGE ORDER

- A. Contents of Change Orders will be based on, either:
 - 1. Owner's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as approved by the Owner.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between Owner and Contractor.

1.09 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- B. Engineer will determine the allowable cost of such work in his reasonable discretion.
- C. Engineer will sign and date the Change Order to establish the change in Contract Sum and in contract time.
- D. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise bonds to comport with new contract sum.
- B. Periodically revise the construction schedule to reflect each change in contract time. Revise sub schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in any submittals.

END OF SECTION

CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS

1.01 GENERAL

- A. Construction under this contract must be coordinated with the Owner and accomplished in a logical order to maintain utilization and flow through existing facilities and public properties and rights-of-way and to allow construction to be completed within the time allowed and in the manner set forth in the Contract.

1.02 CONSTRUCTION SCHEDULING GENERAL PROVISIONS

- A. No work shall be done between 7:00 p.m. and 7:00 a.m. nor on weekends or legal holidays without written permission of the Owner. However, emergency work may be done without prior permission.
- B. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the commitments of the Contractor's schedule.

END OF SECTION

TEMPORARY AND PERMANENT UTILITIES

1.01 REQUIREMENTS INCLUDED

The Contractor shall be responsible for furnishing all requisite temporary utilities, i.e., power, water, sanitation, etc. The Contractor shall obtain and pay for all permits required as well as pay for all temporary usages. The Contractor shall remove all temporary facilities upon completion of work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department regulations.

2.01 MATERIALS, GENERAL

Materials for temporary utilities may be "used". Materials for electrical utilities shall be adequate in capacity for the required usage, shall not create unsafe conditions and shall not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

Arrange with the applicable utility company for temporary power supply. Provide service required for temporary power and lighting and pay all costs for permits, service and for power used.

2.03 TEMPORARY WATER

- A. The Contractor shall arrange with Manatee County Utilities Customer Service office to provide water for construction purposes, i.e., meter, pay all costs for installation, maintenance and removal, and service charges for water used.
- B. The Contractor shall protect piping and fitting against freezing.

2.04 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide sanitary facilities in compliance with all laws and regulations.
- B. The Contractor shall service, clean and maintain facilities and enclosures.

3.01 GENERAL

- A. The Contractor shall maintain and operate systems to assure continuous service.
- B. The Contractor shall modify and extend systems as work progress requires.

3.02 REMOVAL

- A. The Contractor shall completely remove temporary materials and equipment when their use is no longer required.
- B. The Contractor shall clean and repair damage caused by temporary installations or use of temporary facilities.

END OF SECTION

PAVEMENT REPAIR AND RESTORATION

PART 1 GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, obtain County or State right-of-way permits and incidentals required and remove and replace pavements over trenches excavated for installation of water or sewer lines and appurtenances as shown on the Contract Drawings.

1.02 GENERAL

- A. The Contractor shall take before and after photographs.
- B. The Contractor shall repair in a manner satisfactory to the County or State, all damage done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basin, flagstones, or stabilized areas or driveways and including all obstructions not specifically named herein, which results from this Project.
- C. The Contractor shall keep the surface of the backfilled area of excavation in a safe traffic bearing condition and firm and level with the remaining pavement until the pavement is restored in the manner specified herein. All surface irregularities that are dangerous or obstructive to traffic are to be removed. The repair shall conform to applicable requirements of Manatee County Transportation Department requirements for pavement repair and as described herein, including all base, subbase and asphalt replacement.
- D. All materials and workmanship shall meet or exceed the County requirements and as called for in the Contract Documents and nothing herein shall be construed as to relieve the Contractor from this responsibility.
- E. All street, road and highway repair shall be made in accordance with the FDOT and County details indicated on the Drawings and in accordance with the applicable requirements and approval of affected County and State agencies.

PART 2 PRODUCTS

2.01 PAVEMENT SECTION

- A. Asphaltic concrete shall consist of asphalt cement, coarse aggregate, fine aggregate and mineral filler conforming to FDOT Type S-III Asphalt. Pavement replacement thickness shall match that removed but in no case shall be less than 1-1/2" compacted thickness. All asphalt concrete pavement shall be furnished, installed and tested in accordance with FDOT Specifications for Road and Bridge Construction.
- B. Asphalt or crushed concrete or approved equal base material shall be furnished and installed under all pavement sections restored under this Contract. Asphalt base shall have a minimum 6" compacted thickness, meet requirements for FDOT ABC III (Minimum Marshall Stability of 1000) and be furnished, installed and tested in accordance with the requirements of the FDOT Standards. Crushed concrete base shall be 10" minimum compacted thickness. Crushed concrete aggregate material shall have a minimum LBR of

140 compacted to 99% T-180 AASHTO density. Asphalt base and crushed concrete base are acceptable. Other bases shall be submitted for approval.

- C. Prime and tack will be required and applied in accordance with Section 300 - FDOT Specifications: Prime and Tack Coat for Base Courses.

PART 3 EXECUTION

3.01 CUTTING PAVEMENT

- A. The Contractor shall saw cut in straight lines and remove pavement as necessary to install the new pipelines and appurtenances and for making connections to existing pipelines.
- B. Prior to pavement removal, the Contractor shall mark the pavement for cuts nearly paralleling pipe lines and existing street lines. Asphalt pavement shall be cut along the markings with a rotary saw or other suitable tool. Concrete pavement shall be scored to a depth of approximately two (2) inches below the surface of the concrete along the marked cuts. Scoring shall be done by use of a rotary saw, after which the pavement may be broken below the scoring with a jackhammer or other suitable equipment.
- C. The Contractor shall not machine pull the pavement until it is completely broken and separated along the marked cuts.
- D. The pavement adjacent to pipe line trenches shall neither be disturbed or damaged. If the adjacent pavement is disturbed or damaged, irrespective of cause, the Contractor shall remove and replace the pavement. In addition, the base and sub-base shall be restored in accordance with these Specifications, Florida Dept. of Transportation Standard Specifications and as directed by the Engineer.

3.02 PAVEMENT REPAIR AND REPLACEMENT

- A. The Contractor shall repair, to meet or exceed original surface material, all existing concrete or asphaltic pavement, driveways, or sidewalks cut or damaged by construction under this Contract. He shall match the original grade unless otherwise specified or shown on the Drawings. Materials and construction procedures for base course and pavement repair shall conform to those of the Florida Dept. of Transportation.
- B. The Contractor's repair shall include the preparation of the subbase and base, place and maintain the roadway surface, any special requirements whether specifically called for or implied and all work necessary for a satisfactory completion of this work. Stabilized roads and drives shall be finished to match the existing grade. Dirt roads and drives shall have the required depth of backfill material as shown on the Contract Drawings.
- C. The width of all asphaltic concrete repairs shall extend the full width and length of the excavation or to the limits of any damaged section. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

3.03 MISCELLANEOUS RESTORATION

Sidewalks or driveways cut or damaged by construction shall be restored in full sections or blocks to a minimum thickness of four inches. Concrete curb or curb and gutter shall be restored to the existing height and cross section in full sections or lengths between joints. RCP pipe shall be repaired or installed in accordance with manufacturer's specifications. Grassed yards, shoulders and parkways shall be restored to match the existing sections with grass sod of a type matching the existing grass.

3.04 SPECIAL REQUIREMENTS

The restoration of all surfaces, as described herein, disturbed by the installation of pipelines shall be completed as soon as is reasonable and practical. The complete and final restoration of both paved and shell stabilized roads within a reasonable time frame is of paramount importance. To this end, the Contractor shall, as part of his work schedule, complete the restoration of any area of road within five weeks after removing the original surface. Successful leak testing shall be performed prior to restoring any area of road. All restoration and replacement or repairs are the responsibility of the Contractor.

3.05 CLEANUP

After all repair and restoration or paving has been completed, all excess asphalt, dirt and other debris shall be removed from the roadways. All existing storm sewers and inlets shall be checked and cleaned of any construction debris.

3.06 MAINTENANCE OR REPAIR

All wearing surfaces shall be maintained by the Contractor in good order suitable for traffic prior to completion and acceptance of the work.

END OF SECTION

MISCELLANEOUS WORK AND CLEANUP

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes items and operations which are not specified in detail as separate items, but may be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to complete all work under this Section.
- B. The work of this Section may include, but is not limited to the following:
1. Restoration of roads, sidewalks, driveways, curbing and gutters, fences, guardrails, lawns, shrubbery and any other existing items damaged or destroyed.
 2. Crossing utilities.
 3. Relocation of existing water, reclaim water, or sewer lines less than four inches diameter, water and sanitary sewer services, low pressure gas lines, telephone lines, electric lines, cable TV lines as shown on the Contract Drawings.
 4. Restoring easements (servitudes) and rights-of-way.
 5. Clean up.
 6. Incidental work (project photographs, testing, shop drawings, traffic control, record drawings, etc.).
 7. Excavation and Embankment - As defined in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (1991 Edition or latest revision).
 8. Stormwater and erosion control devices.

1.02 SUBMITTAL OF LUMP SUM BREAKDOWN

Contractor shall submit to the Owner/Engineer, a breakdown of the lump sum bid for Miscellaneous Work and Cleanup Item in the Proposal within 10 days after date of Notice to Proceed.

1.03 WORK SPECIFIED UNDER OTHER SECTIONS

All work shall be completed in a workmanlike manner by competent workmen in full compliance with all applicable sections of the Contract Documents.

PART 2 PRODUCTS

2.01 MATERIALS

Materials required for this Section shall equal or exceed materials that are to be restored. The Contractor may remove and replace or reuse existing materials with the exception of paving.

PART 3 EXECUTION

3.01 RESTORING OF SIDEWALKS, ROADS, CURBING, FENCES AND GUARDRAILS

- A. The Contractor shall protect existing sidewalks & curbing. If necessary, sidewalks &

curbing shall be removed from joint to joint and replaced after backfilling. Curbing damaged during construction because of the Contractor's negligence or convenience, shall be replaced with sidewalks & curbing of equal quality and dimension at no cost to the Owner.

- B. At the locations necessary for the Contractor to remove, store and replace existing fences and guardrails during construction, the sections removed shall be only at the direction of the Engineer. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced at no cost to the Owner with fencing equal to or better than that damaged and the work shall be satisfactory to the Engineer.
- C. Guardrails in the vicinity of the work shall be protected from damage by the Contractor. Damaged guardrails shall be replaced in a condition equal to those existing
- D. Road crossings shall be restored in accordance with the Contract Documents and current FDOT Standards. Compensation for road restoration shall be included under the Road Restoration Bid Item if specified or under Miscellaneous Cleanup if it is not specified.

3.02 CROSSING UTILITIES

This item shall include any extra work required in crossing culverts, water courses, drains, water mains and other utilities, including all sheeting and bracing, extra excavation and backfill, or any other work required or implied for the proposed crossing, whether or not shown on the Drawings.

3.03 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES AND CABLE TV LINES

The Contractor shall notify the proper utility involved when relocation of these utility lines is required. The Contractor shall coordinate all relocation work by the utility so that construction shall not be hindered.

3.04 RESTORING THE EASEMENTS AND RIGHTS-OF-WAY

The Contractor shall be responsible for all damage to private property due to his operations. He shall protect from injury all walls, fences, cultivated shrubbery, pavement, underground facilities, including water, sewer and reclaimed water lines and services, or other utilities which may be encountered along the easement. If removal and replacement is required, it shall be done in a workmanlike manner, at his expense, so that the replacement are equivalent to that which existed prior to construction.

3.05 STORMWATER AND EROSION CONTROL DEVICES

The Contractor shall be responsible for, provide, and install all stormwater and erosion control devices necessary to insure satisfactory compliance with the Florida Department of Environmental Protection Stormwater, Erosion, and Sedimentation Control Inspector's Manual.

END OF SECTION

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Reinforcing steel bars and welded steel wire fabric for cast-in-place concrete, complete with tie wire.
- B. Support chairs, bolsters, bar supports and spacers, for reinforcing.

1.02 QUALITY ASSURANCE

Perform concrete reinforcing work in accordance with ACI 318 unless specified otherwise in this Section.

1.03 REFERENCES

- A. ACI 318 - Building Code Requirements for Reinforced Concrete.
- B. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- C. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- D. CRSI 63 - Recommended practice for placing reinforcing bars.
- E. CRSI 65 - Recommended practice for placing bar supports, specifications and nomenclature.
- F. ACI 315 - American Concrete Institute - Manual of Standard Practice.

1.04 SHOP DRAWINGS

- A. Submit shop drawings in accordance with Contract Documents.
- B. Indicate bar sizes, spacings, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules and supporting and spacing devices.
- C. Manufacturer's Literature: Manufacturer's specifications and installation instructions for splice devices.

PART 2 PRODUCTS

2.01 REINFORCING

- A. Reinforcing steel: Grade 60, Minimum Yield Strength 60,000 psi, deformed billet steel bars, ASTM A615; plain finish.
- B. Welded steel wire fabric: Deformed wire, ASTM A497; smooth wire ASTM A185 in flat sheets; plain finish.

2.02 ACCESSORY MATERIALS

- A. Tie wire: Minimum 16 gauge annealed type, or patented system accepted by Engineer.
- B. Chairs, bolsters, bar supports, spacers: Sized and shaped for strength and support of reinforcing during construction conditions.
- C. Special chairs, bolsters, bar supports, spacers (where adjacent to architectural concrete surfaces): Stainless steel type sized and shaped as required.

2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 315.
- B. Locate reinforcing splices, not indicated on Drawings, at points of minimum stress. Location of splices shall be reviewed by Engineer.
- C. Where indicated, weld reinforcing bars in accordance with AWS D12.1.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Reinforcing shall be supported and secured against displacement. Do not deviate from true alignment.
- B. Before placing concrete, ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings which would reduce bond to concrete.

3.02 QUALITY ASSURANCE

- A. Acceptable Manufacturers: Regularly engaged in manufacture of steel bar and welded wire fabric reinforcing.
- B. Installer Qualifications: Three years experience in installation of steel bar and welded wire fabric reinforcing.
- C. Allowable Tolerances:
 - 1. Fabrication:
 - a. Sheared length: +1 in.
 - b. Depth of truss bars: +0, -1/2 in.
 - c. Stirrups, ties and spirals: $\pm 1/4$ in.
 - d. All other bends: ± 1 in.
 - 2. Placement:
 - a. Concrete cover to form surfaces: $\pm 1/4$ in.
 - b. Minimum spacing between bars: 1 in.
 - c. Top bars in slabs and beams:
 - (1) Members 8 in. deep or less: $\pm 1/4$ in.
 - (2) Members more than 8 in.: $\pm 1/2$ in.
 - d. Crosswise of members: Spaced evenly within 2 in. of stated separation.
 - e. Lengthwise of members: Plus or minus 2 in.

3. Maximum bar movement to avoid interference with other reinforcing steel, conduits, or embedded items: 1 bar diameter.

3.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

3.05 INSTALLATION

- A. Placement:
 1. Bar Supports: CRSI 65.
 2. Reinforcing Bars: CRSI 63.
- B. Steel Adjustment:
 1. Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, or embedded items.
 2. Do not move bars beyond allowable tolerances without concurrence of Engineer.
 3. Do not heat, bend, or cut bars without concurrence of Engineer.
- C. Splices:
 1. Lap splices: Tie securely with wire to prevent displacement of splices during placement of concrete.
 2. Splice devices: Install in accordance with manufacturer's written instructions.
 3. Do not splice bars without concurrency of Engineer, except at locations shown on Drawings.
- D. Wire Fabric:
 1. Install in longest practicable length.
 2. Lap adjoining pieces one full mesh minimum, and lay splices with 16 gauge wire.
 3. Do not make end laps midway between supporting beams, or directly over beams of continuous structures.
 4. Offset end laps in adjacent widths to prevent continuous laps.
- E. Cleaning: Remove dirt, grease, oil, loose mill scale, excessive rust, and foreign matter that will reduce bond with concrete.
- F. Protection During Concreting: Keep reinforcing steel in proper position during concrete placement.

END OF SECTION

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 WORK INCLUDED

Poured-in-place concrete slabs, thrust blocks, pile caps and pipe support cradles.

1.02 QUALITY ASSURANCE

Perform cast-in-place concrete work in accordance with ACI 318, unless specified otherwise in this Section.

1.03 TESTING LABORATORY SERVICES

- A. Inspection and testing will be performed by the testing laboratory currently under contract to Manatee County in accordance with the Contract Documents.
- B. Provide free access to work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of work.
- D. Tests of cement and aggregates may be performed to ensure conformance with requirements stated herein.
- E. Three concrete test cylinders will be taken for every 100 cu. yds. or part thereof of each class of concrete placed each day. Smaller pours shall have cylinders taken as directed by the Engineer.
- F. One slump test will be taken for each set of test cylinders taken.

1.04 REFERENCES

- A. ASTM C33 - Concrete Aggregates
- B. ASTM C150 - Portland Cement
- C. ACI 318 - Building Code Requirements for Reinforced Concrete
- D. ASTM C260 - Air Entraining Admixtures for Concrete
- E. ASTM C94 - Ready-Mixed Concrete
- F. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete
- G. ACI 305 - Recommended Practice for Hot Weather Concreting

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Cement: Moderate-Type II, High early strength-Type III, Portland type, ASTM C150.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious material.

2.02 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494 Type A - water reducing admixture.

2.03 ACCEPTABLE MANUFACTURERS

Acceptable Products:

- 1. Pozzolith
- 2. WRDA

2.04 ACCESSORIES

Non-shrink grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2400 psi in 2 days and 7000 psi in 28 days.

2.05 CONCRETE MIXES

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete of following strength:
 - 1. Required concrete strengths as determined by 28 day cylinders shall be as shown on the Drawings, but shall not be less than 3000 psi.
 - 2. Select proportions for normal weight concrete in accordance with ACI 301 3.8 Method 1, Method 2, or Method 3. Add air entraining agent to concrete to entrain air as indicated in ACI 301 Table 3.4.1.
 - 3. All mixes shall be in accordance with FDOT Specifications.
- C. Use set-retarding admixtures during hot weather only when accepted by Engineer.
- D. Add air entraining agent to concrete mix for concrete work exposed to exterior.

2.06 FORMS

- A. Forms shall be used for all concrete masonry, including footings. Form shall be so

constructed and placed that the resulting concrete will be of the shape, lines, dimensions, appearance and to the elevations indicated on the Drawings.

- B. Forms shall be made of wood, metal, or other approved material. Wood forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots; where used for expose surfaces, boards shall be dressed and matched. Plywood shall be sanded smooth and fitted with tight joints between panels. Metal forms shall be of an approved type for the class of work involved and of the thickness and design required for rigid construction.
- C. Edges of all form panels in contact with concrete shall be flush within 1/32-inch and forms for plane surfaces shall be such that the concrete will be plane within 1/16-inch in four feet. Forms shall be tight to prevent the passage of mortar and water and grout.
- D. Forms for walls shall have removable panels at the bottom for cleaning, inspection and scrubbing-in of bonding paste. Forms for walls of considerable height shall be arranged with tremies and hoppers for placing concrete in a manner that will prevent segregation and accumulation of hardened concrete on the forms or reinforcement above the fresh concrete.
- E. Molding or bevels shall be placed to produce a 3/4-inch chamfer on all exposed projecting corners, unless otherwise shown on the Drawings. Similar chamfer strips shall be provided at horizontal and vertical extremities of all wall placements to produce "clean" separation between successive placements as called for on the Plans.
- F. Forms shall be sufficiently rigid to withstand vibration, to prevent displacement or sagging between supports and constructed so the concrete will not be damaged by their removal. The Contractor shall be entirely responsible for their adequacy.
- G. Forms, including new pre-oiled forms, shall be oiled before reinforcement is placed, with an approved nonstaining oil or liquid form coating having a non-paraffin base.
- H. Before form material is re-used, all surfaces in contact with concrete shall be thoroughly cleaned, all damaged places repaired, all projecting nails withdrawn, all protrusions smoothed and in the case of wood forms pre-oiled.
- I. Form ties encased in concrete shall be designed so that after removal of the projecting part, no metal shall be within 1-inch of the face of the concrete. That part of the tie to be removed shall be at least 1/2-inch diameter or be provided with a wood or metal cone at least 1/2-inch in diameter and 1-inch long. Form ties in concrete exposed to view shall be the cone-washer type equal to the Richmond "Tyscru". Throughbolts or common wire shall not be used for form ties.

PART 3 EXECUTION

3.01 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304.
- B. Notify Engineer minimum 24 hours prior to commencement of concreting operations.
- C. Verify anchors, seats, plates and other items to be cast into concrete are placed, held

securely and will not cause hardship in placing concrete. Rectify same and proceed with work.

- D. Maintain records of poured concrete items. Record date, location of pour, quantity, air temperature and test samples taken.
- E. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- F. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's recommendations.
- G. Pour concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- H. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solidly with non-shrink grout.
- I. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- J. Conform to ACI 305 when concreting during hot weather.

3.02 SCREEDING

Screed surfaces level, maintaining flatness within a maximum deviation of 1/8" in 10 feet.

3.03 PATCHING

Allow Engineer to inspect concrete surfaces immediately upon removal of forms. Patch imperfections as directed. All patching procedures shall be submitted to and approved by the Engineer prior to use.

3.04 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required lines, details and elevations.
- B. Repair or replace concrete not properly placed resulting in excessive honeycomb and other defects. Do not patch, fill, touch-up, repair, or replace exposed architectural concrete except upon express direction of Engineer for each individual area.

3.05 CONCRETE FINISHING

Provide concrete surfaces to be left exposed, columns, beams and joists with smooth rubbed finish.

3.06 CURING AND PROTECTION

Beginning immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures and mechanical injury. Maintain concrete with minimal moisture loss at relatively constant temperature for a period of 7 days or until concrete strengths reaches 75% of the 28 day design strength.

Protection against moisture loss may be obtained with spray on curing compounds or plastic sheets. Protection against heat or cold may be obtained with insulated curing blankets or forms.

3.07 CONCRETE DRIVEWAY RESTORATION

Concrete driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place ½ inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

3.08 CONCRETE SIDEWALK RESTORATION

Concrete sidewalks across driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place ½ inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

Concrete sidewalks outside of driveways shall be restored with 4 inches of 3,000 psi concrete per FDOT Design Standards, Sections 522 & 310

END OF SECTION

CONCRETE FINISHES

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals required to finish cast-in-place concrete surfaces as specified herein.

1.02 SUBMITTALS

Submit to the Engineer as provided in the Contract Documents, the proposed chemical hardener manufacturer's surface preparation and application procedures.

1.03 SCHEDULE OF FINISHES

- A. Concrete for the Project shall be finished in the various specified manners either to remain as natural concrete or to receive an additional applied finish or material under another Section.
- B. The base concrete for the following conditions shall be finished as noted and as further specified herein:
 - 1. Exterior, exposed concrete slabs and stairs - broomed finish.
 - 2. Interior, exposed concrete slabs - steel trowel finish.
 - 3. Concrete on which process liquids flow or in contact with sludge - steel trowel finish.
 - 4. Concrete where not exposed in the finished work and not scheduled to receive an additional applied finish or material - off-form finish.
 - 5. Provide concrete surfaces to be left exposed such as walls, columns, beams and joists with smooth rubbed finish.

1.04 RESPONSIBILITY FOR CHANGING FINISHES

- A. The surface finishes specified for concrete to receive additional applied finishes or materials are the finishes required for the proper application of the actual products specified under other Sections. Where different products are approved for use, it shall be the Contractor's responsibility to determine if changes in finishes are required and to provide the proper finishes to receive these products.
- B. Changes in finishes made to accommodate product different from those specified shall be performed at no additional cost to the Owner. Submit the proposed new finishes and their construction methods to the Engineer for approval.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Portland cement and component materials required for finishing the concrete surfaces shall be as specified in the Contract Documents.
- B. Hardener shall be Lapidolith as manufactured by Sonneborn Building Products or

approved equal. Hardener shall be used on all floors, stair treads and platforms.

PART 3 EXECUTION

3.01 FORMED SURFACES

- A. Forms shall not be stripped before the concrete has attained a strength of at least 50 percent of the ultimate design strength. This is equivalent to approximately five "100 day-degrees" of moist curing.
- B. Care shall be exercised to prevent damaging edges or obliterating the lines of chamfers, rustications, or corners when removing the forms or doing any work adjacent thereto.
- C. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete, to the satisfaction of the Engineer.
- D. Off-form finish. Fins and other projections shall be removed as approved. Tie cone holes and other minor defects shall be filled with non-shrink grout specified under the Contract Documents.

3.02 FLOORS AND SLABS

- A. Floors and slabs shall be screeded to the established grades and shall be level with a tolerance of 1/8-inch when checked with a 10 foot straight edge, except where drains occur, in which case floors shall be pitched to drains as indicated. Failure to meet either of above shall be cause for removal, grinding, or other correction as approved by the Engineer.
- B. Following screeding as specified above, power steel trowel as follows:
 - 1. Immediately after final screeding, a dry cement/sand shake in the proportion of 2-sacks of portland cement to 350-pounds of coarse natural concrete sand shall be sprinkled evenly over the surface at the rate of approximately 500 pounds per 1,000 square feet of floor. Neat, dry cement shall not be sprinkled on the surface. This shake shall be thoroughly floated into the surface with an approved disc type power compacting machine weighing at least 200 pounds if a 20-inch disc is used or 300 pounds if a 24-inch disc is used (such as a "Kelly Float" as manufactured by the Weisner-Rapp Corporation of Buffalo, New York). A mechanical blade-type float or trowel is not acceptable for this work.
NOTE: This operation (application of the cement/sand shake) may be eliminated at the discretion of the Engineer if the base slab concrete exhibits adequate fattiness and homogeneity.
 - 2. In lieu of power steel troweling, small areas as defined by the Engineer shall be compacted by hand steel troweling with the dry cement/sand shake as ordered.
 - 3. The floor or slab shall be compacted to a smooth surface and the floating operation continued until sufficient mortar is brought to the surface to fill all voids. The surfaces shall be tested with a straight edge to detect high and low spots which shall be eliminated.
 - 4. Compaction shall be continued only until thorough densification is achieved and a small amount of mortar is brought to the surface. Excessive floating shall be avoided.

- C. After Paragraph 3.02 A and B procedures are accomplished, floors and slabs for particular conditions shall be completed as scheduled in one of the following finishes:
1. Wood float finish. Hand wood float, maintaining the surface tolerance to provide a grained, nonslip finish as approved.
 2. Broomed finish. Hand wood float maintaining the surface tolerance and then broom with a stiff bristle broom in the direction of drainage to provide a nonslip finish as approved.
 3. Steel trowel finish. Hand steel trowel to a perfectly smooth, hard even finish free from high or low spots or other defects as approved.
- D. Floors, stair treads and platforms shall be given a floor hardener. Application shall be according to manufacturer's instructions.

3.03

APPROVAL OF FINISHES

- A. All concrete surfaces will be inspected during the finishing process by the Engineer.
- B. Surfaces which, in the opinion of the Engineer, are unsatisfactory shall be refinished or reworked until approved by the Engineer.

END OF SECTION

AramSCO
14521 60th Street North
Clearwater, FL 33760

Invoice

Invoice Date	Invoice #
2/19/2026	373279

Bill To
INFRAMARK Heritage Harbor South CDD 200 Golden Harbour Trail Bradenton, FL 34212

Ship To
INFRAMARK Heritage Harbor South CDD 200 Golden Harbour Trail Bradenton, FL 34212

P.O. Number	Terms	Rep	Via	Tax Exempt Info:
	Credit Card	CA	Best Way	85-80125566833c-1 02/29/2028

Quantity	Item Code	Description	Price Ea...	Amount
2	Sgn-30x30	30x30 Custom Sign *DIAMOND* SPEED BUMP 1. Color: YELLOW/BLACK LETTERS 2. Grade:HIP 3. Border: BLACK INSET 4. Holes: U-CH 5. Corner: 1.5 6. Material:ALUM 7. Gauge: 080 8. Number of Sides:1 9. Confirmed Sign with proof: YES, aaninipot@inframark.com	55.40	110.80T
1	12galv-U	12"x2# Galvanized U-channel	38.75	38.75T
	Contact--	Customer Contact Name: Alize Annipot Customer Contact Ph# : 656-207-2410 Customer Contact email: aaninipot@inframark.com Special Instructions (if any):	0.00	0.00

			Sales Tax (0.0%)
			Total
			Balance Due
Phone #	E-mail	Website	
727-446-7983	NTSRemit@AramSCO.com	www.NTSigns.com	
Corporate Physical Office: AramSCO, Inc. Five Radnor Corporate Center, 100 Matsonford Road, Suite 510, Radnor PA 19087 Corporate Remittance Address: PO BOX 783956 Philadelphia, PA 19178-9356			

AramSCO
14521 60th Street North
Clearwater, FL 33760

Invoice

Invoice Date	Invoice #
2/19/2026	373279

Bill To
INFRAMARK Heritage Harbor South CDD 200 Golden Harbour Trail Bradenton, FL 34212

Ship To
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P.O. Number	Terms	Rep	Via	Tax Exempt Info:
	Credit Card	CA	Best Way	85-80125566833c-1 02/29/2028

Quantity	Item Code	Description	Price Ea...	Amount
	Ship	Shipping & Handling : Shipped on: Shipped by: Tracking / Pro # Invoice #:	120.00	120.00

			Sales Tax (0.0%)	\$0.00
			Total	\$269.55
			Balance Due	\$269.55
Phone #	E-mail	Website		
727-446-7983	NTSRemit@AramSCO.com	www.NTSigns.com		
Corporate Physical Office: AramSCO, Inc. Five Radnor Corporate Center, 100 Matsonford Road, Suite 510, Radnor PA 19087 Corporate Remittance Address: PO BOX 783956 Philadelphia, PA 19178-9356				