Exhibit D
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR REVIEW
OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): [ ] Dock OR [ ] Boat Lift OR [ ] Other (Specify here:_________________________), at the following location:

__________________________

Application Must Include

A. Complete specifications for the dock, mechanical lift or applicable option.
B. Drawing showing dock / lift layout, location, and spacing of the outer lift piling and showing the required wrapping of the piling.
C. Provide the contractor’s name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, “Master Dock Plans”). The CDD’s review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District’s Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District’s rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.
Applications must be received by the CDD Manager at patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, FL 32746, (321) 263-0132 X-4205. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

[CONTINUED ON NEXT PAGE]
I understand and agree as follows:

a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.

b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.

c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District’s sole discretion. The submission of this form to the District shall operate as the applicant’s absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot, violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but limited to imposition of a reasonable fine pursuant to the CDD’s rules and policies, as may be amended from time to time.

Property Owner Signature:

<table>
<thead>
<tr>
<th>Property Owner Name:</th>
<th>Date:</th>
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<tr>
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<tr>
<td>Address:</td>
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<tr>
<td>City/State/Zip:</td>
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<td>Phone Number:</td>
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Contractor Signature:

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<th>Contractor Name:</th>
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<tr>
<td>Address:</td>
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PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose information you submit to use. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

[CONTINUED ON NEXT PAGE]
<table>
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<th>RECOMMENDATION OF DISTRICT ENGINEER:</th>
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<td>[ ] RECOMMEND APPROVAL, contingent on:</td>
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<td>[ ] RECOMMEND DENIAL because</td>
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<tr>
<th>CDD BOARD APPROVAL:</th>
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<td>[ ] APPROVED, contingent on:</td>
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NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift). |

[ ] DENIED because
REQUEST FOR IMPROVEMENT
APPLICATION CHECK LIST

1) Brief description of work to be performed
   a) Lift
   b) Dock
   c) Dock Accessory
   d) Other

2) Full description of work to be performed including equipment to be installed
   a) Size
   b) Manufacturer

3) All applications must include all items require; A, B, C, & D as listed on Application

4) No work may begin prior to express written approval of the District

5) All applications must be signed by both Homeowner and Contractor, and must include
   a) Street Address
   b) Telephone Number

6) All contractors must provide names of all persons and/or subcontractors and provide complete and up to date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and Longshoreman’s maritime coverage for all workers and equipment either direct or subcontractors.

7) Drawings:
   a) All drawings must be complete.
   b) All measurements of pilings are to be shown center to center and dimensionally accurate.
   c) All drawings must show correct orientation.

8) All contractors requiring purchase of additional easement width must be completed prior to application being submitted. The CDD is NOT responsible for the Homeowner’s failure to secure necessary real property rights.

9) Any application with incomplete information will be rejected.

10) Any work started without express written approval regardless of circumstances will be in violation of the CDD’s rules and policies, and any such unapproved structure will be subject to removal at the owner’s expense, together with any other rights and remedies available at law.
IMPROVEMENT APPLICATION PROCEDURE FOR BOAT LIFTS

All lots are shown on the Master Dock Plans (copies of which are available for review from the District Manager) with a dock will be eligible for a dock, subject any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

Harbor Bay CDD District Manager
c/o DPFG Management & Consulting, LLC
250 International Parkway, Suite 280
Lake Mary, Florida 32746

The submittal to the District Manager is required to contain the following information:

a. Application must list business entity of contractor and be signed by contractor.

b. Complete specifications for the mechanical lift.

c. Spacing of the outer lift piling showing the required wrapping of the piling.

d. Water and power layout.

e. Provide a contractor’s name and attach a copy of current license and Insurance Certification. The Insurance Certification must name the contractor as the Insured and must include Worker’s Compensation, which includes USL & H Marine coverage covering labor to be utilized. The Insurance Certificate needs to name as “Certificate Holder” the Harbor Bay Community Development District, and its Supervisors, staff, officers, and employees, and the certificate holder must be a named “additional insured” with respect to general liability insurance. The name of the contractor on the application must match the insured.

f. A list of laborers to be utilized must be submitted along with a statement from contractor saying “I hereby certify as owner that any and all labor utilized for work at (dock owner’s address) will be employees of (the entity covered by the Insurance Certificate)” and contractor must sign the statement.

Submit your form to the DPFG Management & Consulting, LLC. address listed above and the District will review each application and return a determination to the applicant. The homeowner will not be required to request approval of any add on features provided they are from the approved list of options.

*THESE GUIDELINES AND REGULATIONS MAY BE AMENDED WITHOUT PRIOR NOTICE*
MECHANICAL BOAT LIFT

The Mechanical Boat Lift System shall meet the following criteria and is subject to CDD approval:

- Direct Gear Driven
- Maintenance Free Seal Gear Box
- 5/8” Stainless Steel Cables and Hardware
- Weatherproof Motors
- All Welded Construction
- Grooved Aluminum Winders
- Fully Covered Bunks
- 6061 – T6 Marine Grade Aluminum
- All White Motor Covers
- Black Carpeted Bunk Boards
- Wedge Lock Cable Securing System
- Polyethylene Cable Keepers

Notice: All pilings must be vinyl wrapped.
**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**
250 International Parkway, Suite 280, Lake Mary, Florida 32746
ATTN: District Manager

**CANAL WALL CONNECTION APPLICATION**
The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

<table>
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<tr>
<th>Owner(s) Name(s)</th>
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<tbody>
<tr>
<td>Lot Street Address</td>
<td>__________________________________</td>
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<tr>
<td>City, State, Zip Code</td>
<td>____________________________</td>
</tr>
<tr>
<td>Phone Number</td>
<td>________________________________</td>
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<tr>
<td>Lot Tax Folio Number</td>
<td>____________________________</td>
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**For Lifts being install please identify:**

<table>
<thead>
<tr>
<th>Contractor Name and License Number</th>
<th>________________________________</th>
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<tbody>
<tr>
<td>Contractor Phone Number</td>
<td>________________________________</td>
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(Attach Certificate of Insurance from Contractor)

| Expected Start Date | ____________________________ |
| Expected Completion Date | ____________________________ |

This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument in the Official Records of Hillsborough County for the Property. **Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).**

| Owner Signature | ________________________________ | Date: | __________ |
| Co-Owner Signature | ________________________________ | Date: | __________ |

Received by:
Harbor Bay Community Development District
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<tr>
<th>For Office Use Only</th>
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<tr>
<td>APPROVED</td>
<td>DISAPPROVED</td>
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<tr>
<td>Explanation for Disapproval (if applicable)</td>
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ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)
LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this _____ day of __________, 20___, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes;

and

(_________ and _________, "Owner"), the fee simple owners of the "Property" identified as:

Lot __, Block __, as per the plat ("Plat") identified as ________________, and recorded in Plat Book __, Pages __ et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community’s master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. License for Installation & Maintenance of Lift; Limitation. Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of
installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

   a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
   
   b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
   
   c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD’s rights in the Easements, and does not damage any property of CDD or any third party’s property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD’s option, shall either direct Owner to repair the damage at Owner’s expense, or shall conduct such repairs at Owner’s expense.
   
   d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and setback requirements.
   
   e. Owner shall keep CDD’s Easements free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner’s exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
   
   f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("Association") and any other necessary legal interests and approvals.
   
   g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD’s existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD’s use. Owner will exercise the privilege granted herein at Owner’s own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner’s expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD 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 law, 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.

8. **Attorney’s Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:
By: ________________________________
Print Name

By: ________________________________
Print Name

Owner
By: ________________________________

STATE OF FLORIDA
COUNTY OF _________________________

The foregoing instrument was acknowledged before me this _____ day of _____________, 20__, by ______________________. He/she [ ] is personally known to me or [ ] produced ______________________ as identification.

______________________________
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]
Witnesses:
By: __________________________________________  
__________________________
Print Name
By: __________________________________________
__________________________
Print Name

OWNER

By: __________________________________________  
__________________________

STATE OF FLORIDA

COUNTY OF __________________

The foregoing instrument was acknowledged before me this ___ day of ________, 20___, by  
___________________________.  He/she [ ] is personally known to me or [ ] produced  
__________________________ as identification.

__________________________________________

NOTARY PUBLIC

__________________________
(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses: 

By: ____________________________________________

____________________________________
Print Name

By: ____________________________________________

____________________________________
Print Name

Harbor Bay
Community Development District

By: ____________________________________________

Its: __________________________________________

STATE OF FLORIDA

COUNTY OF _____________________________

The foregoing instrument was acknowledged before me this ______ day of _____________, 20___, by ____________________________, as _____________________________ of the Harbor Bay Community Development District, on behalf of said District. He/she [ ] is personally known to me or [ ] produced __________________________________ as identification.

___________________________________________

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]