

## MIRABAY COMMUNITY EASEMENT INFORMATION FOR TYPICAL CANAL LOTS

The Harbor Bay Community Development District (the “CDD”) has prepared this informational flyer to assist with the understanding of certain platted easements on canal lots within the MiraBay community (please refer to the attached Sheet 1 (Aerial View)). Most MiraBay canal lots have at least two significant, seawall-related platted easements affecting them: a “Drainage/Access and Seawall Easement” and a “Tieback Easement.” The intent of this document is to briefly identify these easements and convey basic information regarding them to owners and residents.

### Drainage/Access and Seawall Easement

The “Drainage/Access and Seawall Easement” is an easement encompassing the width of the lot, beginning at the inside face of the seawall cap and running landward five (5) feet\* (please refer to the attached Sheet 2 (Section View)). It includes all of the following:

- A drainage easement for the CDD
- An access easement for the CDD and the Mirabay HOA (and in some cases also the Developer) permitting them to enter into and leave the easement area, with or without equipment
- An easement for the CDD to install, own, maintain, and operate the seawall and tiebacks and concrete anchors related to the seawall
- An easement for the Developer to install any underground or aboveground improvements or any plants or other landscaping within the easement area (limited to certain lots only – please refer to your particular plat’s “Dedications” page for more information)

**Important:** Consistent with the scope of this platted easement as well as covenants and restrictions imposed on most lots, owners should not construct any improvements within the “Drainage/Access and Seawall Easement” that could obstruct access to the seawall, or disrupt or alter the seawall or how it functions, unless the lot owner has first obtained a written agreement from the CDD permitting the improvement (see below regarding how to obtain a written agreement from the CDD).

Improvements that could obstruct access to the seawall, or disrupt or alter the seawall or how it functions, include (but are not limited to) boardwalks, concrete walks, bricks, pavers, fences, landscaping ornaments, landscaping rocks, mulch, plants, aboveground sprinklers, or other structures, and utility holes drilled into and through the seawall. The CDD will typically (but not necessarily) notify owners when its contractors or staff intend to access the easement. If the CDD learns of an unauthorized improvement and asks an owner to remove it, owners **must** remove the improvement within 24 hours, and if they do not, the improvement could be removed and destroyed by the CDD without liability to the owner.

### Tieback Easement

The “Easements for Seawall Tieback Anchor” (also known as the “Tieback Easement”) is an easement that encompasses the width of the lot, beginning at the inside face of the seawall cap and running landward fifteen (15) feet\* (please refer to the attached Sheet 2 (Section View)). It includes an easement

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\* The “inside face of the seawall cap” is a reference to the original seawall cap. However, with respect to seawalls that have been repaired, the inside face of the seawall cap is hidden by a retrofitted cap that encompasses the original. Accordingly, the “Drainage/Access and Seawall Easement” and “Tieback Easement” on your lot may seem slightly smaller (approximately six (6) inches) than five (5) feet and fifteen (15) feet wide, respectively, when measured from the inside face of a repaired seawall cap.

for the CDD to install, own, maintain, and operate tiebacks and concrete anchors related to the seawall. Certain requirements and limitations apply within the Tieback Easement, specifically:

- No portion of any home or home foundation may be located in a Tieback Easement
- Subject to limitations and restrictions imposed by the Developer in development guidelines or recorded covenants and restrictions (see below), pools and pool decks may be located within certain portions of the Tieback Easement that are not also encumbered by a utility easement or the “Drainage/Access and Seawall Easement” described above
- The CDD will not have the right to disturb pools or pool decks that may be installed by the lot owner within the Tieback Easement provided the pools and pool decks were (a) installed in accordance with the limitations and restrictions imposed by the Developer in development guidelines or recorded covenants and restrictions, and (b) not installed in a utility easement or the “Drainage/Access and Seawall Easement” described above
- The Developer also holds an easement within the Tieback Easement to install any underground or aboveground improvements or any plants or other landscaping within the easement area (limited to certain lots only – please refer to your particular plat’s “Dedications” page for more information)

***Important:*** Consistent with the scope of this platted easement as well as covenants and restrictions imposed on most lots, owners should not construct any improvements within the Tieback Easement that could interfere with the CDD’s rights to install, own, maintain, and operate seawall-related tiebacks on your lot. Such improvements include (but are not limited to) the installation of piles or grout injections under a retaining wall. Before digging within any Tieback Easement, owners **must** provide the Developer and the CDD notice (at least 48 hours), contractor contact and insurance information, and certain other information, and must also indemnify the Developer and the CDD (by executing an “Encroachment Agreement and Release” document in favor of the CDD, which the CDD will provide you) for any damages to the seawall, tiebacks, and anchors on their lots caused by their digging or other construction activities.

### **Conclusion**

For your reference, the attached Section View of the typical canal lot graphically depicts both the “Drainage/Access and Seawall Easement and the “Tieback Easement,” as well as several other relevant features (e.g. the minimum ten (10) foot setback area between the inside face of the seawall cap and any pool structure).

If you ever have any questions or concerns about your seawall and/or how it functions (or should function) – for example, if you see standing water in the grass next to the wall, or if you see your dirt is no longer level and appears to be washing away, and are concerned that your wall may not be functioning properly – or if you need a written agreement from the CDD to locate improvements within the “Drainage/Access and Seawall Easement,” or intend to dig within the “Tieback Easement,” please contact the District Manager, Patricia Thibault at [patricia.comings-thibault@dpfg.com](mailto:patricia.comings-thibault@dpfg.com) for more information. Obtaining a written agreement from the CDD can typically be done at no cost to the lot owner.

Finally, please understand that the information provided herein is based on a **typical** canal lot. It is not, nor is it intended to be, legal advice or a comprehensive summary of all easements and/or covenants and restrictions that may affect your lot. As noted earlier, individual lots may have varying circumstances and/or additional easements or covenants and restrictions. You can obtain additional information with respect to your particular lot from the Hillsborough County Property Appraiser website at [www.hcpafl.org](http://www.hcpafl.org) and the Hillsborough County Clerk at [www.hillsclerk.com](http://www.hillsclerk.com).

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